

# Account Application Form

## Read me first

### A: Here's how to apply for an Account

1. If you are a *new customer*, you need to complete the **Credit Application Agreement ( Form 1 )**. Please fill in **all** relevant information.
2. Make sure you read the **Account Terms and Conditions ( Form 2 )** on page 8
3. Please **sign** where indicated.

### B: Here's how to apply for Direct Debit. ( Optional )

If you are a new or existing customer and you'd like to pay your monthly account by **Direct Debit**:

1. Fill in the **Direct Debit Request ( Form 3 )**
2. Please **sign** where indicated.
3. **Print page 12** the **Direct Debit Client Service Agreement ( Form 4 )** and then fax or email to Fax (07) 4972 6110 or [gladstone@centralstatefuels.com.au](mailto:gladstone@centralstatefuels.com.au)

**It's a lot easier** with the Central State Fuels **distributor card**

### C: Here's how to apply for a Distributor card.

If you are a new or existing customer and would like a **Distributor card** to make purchasing fuel and shop items a lot easier:

1. Fill in the **Distributor card Order Form (5)**

**Note:** In order to qualify for the Distributor card you need to have completed the **Credit Application Agreement** first (See Point A) or be a current Central State Fuels Customer.

2. Please **sign** where indicated.

### Here's how to update any of your details

If you are a **current account customer**, and you need to **up-date** any of your **details**, please use any of the relevant forms in this application; sign where indicated.

### Here's where to send your forms.

Please make sure that you have **completed ALL the relevant information on the forms**; and **signed** where required. Please return to your local Central State Fuels Branch.

Central State Fuels Pty Ltd

69 Hanson Road

P.O. Box 374

Gladstone Qld 4680

ABN 27 010 238 696

PH (07) 4972 5477

Fax (07) 4972 6110

Email: [gladstone@centralstatefuels.com.au](mailto:gladstone@centralstatefuels.com.au)



## DEPOTS AND SERVICE STATIONS

Please select where your account will be allocated.

### Depots

- |                          |  |                   |
|--------------------------|--|-------------------|
| <input type="checkbox"/> | Gladstone Depot<br>69 Hanson Road, Gladstone QLD 4680          | Ph (07) 4972 1977 |
| <input type="checkbox"/> | Rockhampton Depot<br>217 Richardson Road, Rockhampton QLD 4701 | Ph (07) 4928 2611 |
| <input type="checkbox"/> | Emerald Depot<br>74 Roberts Street, Emerald QLD 4720           | Ph (07) 4982 1624 |
| <input type="checkbox"/> | Longreach Depot<br>1 Sandpiper Street, Longreach QLD 4730      | Ph (07) 4658 1107 |

### Service Stations

- |                          |   |                   |
|--------------------------|---|-------------------|
| <input type="checkbox"/> | Gladstone City Mobil (GCM)<br>3-5 Dawson Road, Gladstone QLD 4680 | Ph (07) 4972 3888 |
| <input type="checkbox"/> | Mobil Kin Kora<br>193 Phillip St, Gladstone QLD 4680              | Ph (07) 4978 5544 |
| <input type="checkbox"/> | Mobil Coach<br>91 George St, Rockhampton QLD 4700                 | Ph (07) 4922 2800 |
| <input type="checkbox"/> | Mobil Tourist<br>Yaamba Road, North Rockhampton QLD 4701          | Ph (07) 4928 4755 |
| <input type="checkbox"/> | Mobil Yeppoon<br>23 Park Street, Yeppoon QLD 4703                 | Ph (07) 4939 1689 |
| <input type="checkbox"/> | Mobil Biloela<br>2-4 Dawson Highway, Biloela QLD 4715             | Ph (o7) 4992 1212 |
| <input type="checkbox"/> | Mobil Moura<br>44-46 Dawson Highway, Moura QLD 4718               | Ph (07) 4997 1088 |



Postal Address

Postcode

Registered Office Address

Postcode

Telephone

Fax

Email

Contact Name

Mobile

Nature of Business

Date Started/Acquired

Principle Location of Purchase

Estimated Monthly Purchases

Order No. required?

 Yes     No

Signature required on delivery?

 Yes     No

Trade References (major suppliers Only. No Finance Companies, banks, telephone/electricity accounts, etc.)

Name	Bus.Type
Ph (    )	Fax (    )

Name	Bus.Type
Ph (    )	Fax (    )

Name	Bus.Type
Ph (    )	Fax (    )

## ACKNOWLEDGEMENTS & PRIVACY ACT AUTHORISATIONS

I/We agree that subject to Central State Fuels acceptance of the Applications, the Terms and Conditions (set out in the following pages) will apply to the provision of credit pursuant to this Application. I/We agree to notify Central State Fuels in writing within 7 (seven) days of any changes to my/our business or Corporate structure. I/We declare that the information provided on this Application is true and correct in every particular way and it is upon this basis that Central State Fuels is to determine whether or not to grant the Application. Central State Fuels reserves the right to accept or reject the Application in its absolute discretion. I/We being the person/s named as the Applicant/s or whether the Applicant is a corporation being the directors of the Applicant as specified in the application authorize Central State Fuels to make any enquiries (including obtaining a credit report) concerning my/our creditworthiness or as to the accuracy of the information provided in the application and consent to any credit report concerning me/us being made available to Central State Fuels for the purpose of assessing the application for credit and/or my/our creditworthiness or this application form or to any person or source and acknowledge that all or some of this information may be disclosed to a credit reporting agency within the meaning of the Privacy Act 1988 (as amended). I/We further authorize Central State Fuels to make any additional periodical checks that it sees fit to continue its assessment. I/We have read and understood the Terms and Conditions and agree that subject to Central State Fuels acceptance of the Application, those Terms and Conditions will apply to the provision of credit as a result of approval of the application.

## GUARANTEE & INDEMNITY BY GUARANTORS/DIRECTORS

In consideration of the acceptance of this application, I/We the person's) referred to as the Guarantor(s)/Director(s), (and where more than one, jointly and severally), hereby personally guarantee to Central State Fuels the due and punctual payment by the Applicant of all sums of money due and payable for goods and services provided by Central State Fuels and every other sum payable by the Applicant under the Terms and Conditions and the due performance and observance of the Terms and Conditions hereof and in particular, but not limited to Clauses 6,7 and 8 of these Terms, and I/We indemnify Central State Fuels against any loss caused to Central State Fuels by the failure of the Applicant to meet all and any of the Terms and Conditions of credit provided by Central State Fuels pursuant to this Application, such indemnity to be enforceable by Central State Fuels immediately upon any breach by the Applicant of the credit granted by Central State Fuels pursuant to the Application.

Company Name

Company Seal

Directors Signature

Date

Directors Signature

Date

GUARANTORS/DIRECTORS PLEASE COMPLETE AND SIGN BELOW

Full Name:			
Address:			
Signature: X	DOB	/	/
Witness: X	Date	/	/

Full Name:			
Address:			
Signature: X	DOB	/	/
Witness: X	Date	/	/

Full Name:			
Address:			
Signature: X	DOB	/	/
Witness: X	Date	/	/

Full Name:			
Address:			
Signature: X	DOB	/	/
Witness: X	Date	/	/

Sole Trader, Partnership, Trustee, Private – PLEASE SIGN BELOW

Full Name:	DOB	/	/
Signature: X	Date	/	/

Full Name:	DOB	/	/
Signature: X	Date	/	/

Full Name:	DOB	/	/
Signature: X	Date	/	/



## FORM 2 TERMS AND CONDITIONS

### Acceptance

1. Central State Fuels (the Distributor) may accept this application by notice to you in writing, or by extending credit. Upon acceptance, the following Terms and Conditions apply.

### Credit Limit

2. The credit limit is the amount notified to you from time to time by the Distributor. Any credit provided in excess of the current limit shall be repayable on demand and your obligations are not changed if the limit is exceeded.

### Provision of Credit

3. You or anyone authorized by you, or who represents themselves to be authorized by you to use the account, may obtain goods or services on credit up to the amount of the credit limit from the Distributor or its authorized agents. The Distributor reserves the right not to supply certain goods or classes of goods on credit and may (in its discretion) suspend the provision of further credit while you are in default or if the credit sought exceeds the current credit limit or if you fail to comply with any request made pursuant to these Terms and Conditions.

### Charges

4. The distributor reserves the right to impose a 2% surcharge on credit card transactions; a fee of \$5 (GST inc) per replacement card; a payment dishonor fee of \$25 (GST inc).
5. The distributor reserves the right to impose a surcharge on any credit transaction at any site other than a Central State Fuels site.
6. You agree to pay all Government charges or duties of any kind incurred in or in connection with the provision of credit by the Distributor including without limitation all stamp duties, GST, financial institution duties, and any other charges or duties of a like kind.
7. An interest charge not exceeding 18% per annum may apply to amounts not paid by the due date in accordance with Clause 9. Interest charges shall accrue daily on the outstanding balance and shall compound monthly. You agree to pay any enforcement expenses incurred by the Distributor in enforcing its rights under this Agreement including without limitation any charges relation to dishonored cheques and any fees paid to the Distributor's solicitors (on a solicitor and own client basis), or collection agents in connection with recovery of any monies owing to the Distributor.

### Payment

8. You agree to pay the amount included on any invoice or statement for goods or services supplied by the Distributor plus any additional fees and charges applicable thereto. Any person who signs the Application form as an Applicant shall be jointly and severally liable to pay all such amounts.
9. The due date for payment of the total amount owed to the Distributor in respect of goods or services supplied and included in any statement or invoice delivered or sent to you is the 21<sup>st</sup> day of the month following supply. You are in default in payment in full is not received by the Distributor by that time.
10. Payment options:  
To the address shown on the monthly statement
  - By Direct Debit (see Appendix A/Form 3 Direct Debit Request.)
  - EFTPOS
  - Direct Deposit (customer account number to be provided as a reference for identification, in addition to a remittance faxed to (07 4972 6110).
11. Payments received by the Distributor shall be applied first in payment of any interest charges, second in payment of any enforcement expenses, third in payment of any Government charges or duties, and fourth in payment for goods and services supplied.

## Termination

12. Either party may terminate the credit arrangements at any time by notice to the other in writing. Upon termination, all amounts owing will become due and payable immediately.

## Variation

13. These Terms and Conditions may be varied, added to or amended by the Distributor at any time by notice to you in writing and the revised Terms and Conditions will take effect 7 days after notice is forwarded to your last notified address unless you terminate this credit arrangement in the meantime.

## Direct Debit Authority

14. The Distributor may require the completion of a direct debit authority (see Appendix A/Form 3 Direct Debit Request).

## Account Keeping Fee

15. The Distributor may impose an account keeping fee on any account in its absolute discretion.
16. The Distributor can incur substantial expense when asked to supply originals or copies of its records. You agree that the Distributor can charge \$20.00 per hour for time spent locating, copying and supplying originals or copies of its records. A certificate by the Distributor will be prima facie evidence of such cost.

## Waiver

17. No waiver or indulgence by the Distributor will be a waiver of the distributor's right with respect to any breach or recurring breach.

## Time of the Essence

18. Time will be of the essence of the performance of your obligations hereunder.

## Proper Law

19. This contract is governed by the laws of the State of Queensland and the applicant accepts the jurisdiction of the Courts of the State of Queensland.

## Reservation of Goods

20. Where any goods have been supplied on credit, title to the goods will remain with the Distributor until it has received payment in full for the goods. Risk will pass onto you upon delivery. The Distributor or its employees or agents may enter any premises where the goods are located for the purpose of taking possession of those goods at any time after the due date for payment has passed and the goods have not been paid in full.

## Liability for Delivery

21. The Distributor will not be liable for any failure to deliver or delay in delivery.
22. If you do not notify the Distributor in writing within 14 days the Distributor will be deemed to have complied with your order in all respects.

## Distributors Liability

23. To the fullest extent permitted by statute or otherwise the liability of the Distributor for any wrongful or negligent act or representation will be limited to a maximum of \$500.00.

## Securities

24. To better secure the payment of all monies and as an essential condition of the provision of credit you and each Guarantor hereby charge all of your interest in real and personal property (whether acquired presently or in the future) with the amount of indebtedness owing by you to the Distributor from time to time. You and each Guarantor will immediately sign all documents which the Distributor reasonably requires to secure the amount of indebtedness including bills of mortgage, bills of sale and mortgage debentures. You and each Guarantor irrevocably appoint each director of the Distributor to be the duly constituted attorney to consent to the registration of caveats as the Distributor may wish to lodge against any of the real property of you and each Guarantor.
25. At the Distributor's request from time to time you must provide to the Distributor information in the form and for the period required by the Distributor in relation to your financial position including a balance sheet, Profit and Loss Statement and Cash Flow Statement and where you are a Corporation, information in relation to your Officers who have provided guarantees to the application.

## Privacy Act

26. The personal information we collect in the Form is collected for the primary purpose of assessing your application of your acceptability as a Guarantor. The Distributor may supply or obtain any information from any credit reporting agency or other creditor pursuant to the terms of the Privacy Act 1988 (as amended). In accordance with the terms of the Privacy Act 1988 (as amended), the Distributor may seek information from, or exchange information with any credit providers or creditors for any purpose of or incidental to this application. At any time, you may gain access, upon request, to the information we hold about you subject to the Privacy Act 1988 (as amended). The distributor may also release information, where we are required by Law, or where the interests of the Distributor require disclosure.

## Severability

27. In the event that any clause or part of a clause of the contract is void, invalid, illegal, unlawful or otherwise unenforceable, the clause or part of a clause is deemed to be severed from this contract and of no force or effect so that all other clauses and parts of clauses of the contract continue to remain in full force and effect..

## Notices

1. Any demand notices or documents by one party to the other to be made or given under these conditions shall be sufficiently made or given in writing personally to the other party or his solicitor or if posted by prepaid registered post to the other party at his address shown herein or to the solicitor of the other party, which letter shall be deemed to have been received on the seventh (7<sup>th</sup>) day after the date posting of the same.



## FORM 3 APPENDIX A DIRECT DEBIT REQUEST

Central State Fuels Account No. (If applicable)

Account Name

### Request and Authority to Direct Debit Bank Account

Name of Financial Institution where account is held

Address of Financial Institution where account is held

<input type="text"/>
Postcode

Your Surname/s or Company Name

Given Names or ACN/ABN/ARBN

Name of Account to be debited

BSB No.

Account No.

Signature/s (if joint account all signatures may be required)

Date

If a Company, print name and authority for signing eg; Director

I/We request you, until further notice in writing, to debit my/our account described in the schedule below, any amounts which Central State Fuels ("The User") may debit or charge me/us through the Direct Debit System.

I/We understand and acknowledge that

1. The financial institution may in its absolute discretion determine the order of priority of payment by it of any moneys pursuant to this Request or any authority or mandate.
2. The Financial Institution may in its absolute discretion at any time be notice in writing to me/us, terminate this request as to further debits.
3. The User may be prior arrangement, vary the amount of direct debits.
4. This Direct Debit arrangement is governed by the terms of the Client Service Agreement (see Form 4)



## FORM 4 DIRECT DEBIT CLIENT SERVICE AGREEMENT

CUSTOMER COPY – PLEASE RETAIN FOR FUTURE REFERENCE

### Our commitment to you. Drawing arrangements:

You will be advised in writing, via your monthly statement, of the details of the Central State Fuels Direct Debit drawing. The amount on your statement will be debited to your bank account on the 25<sup>th</sup> day of the following month

Where the due date falls on a non-business day, we will draw the amount on the next business day.

We will not change the amount or frequency of drawing arrangements without your prior approval.

We reserve the right to cancel Central State Fuels Direct Debit drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

Your rights:

You may terminate the Central State Fuels Direct Debit drawing arrangements at any time by giving written notice to us. Such notice should be received by us at least 5 (five) business days prior to the due date.

You may stop payment of a drawing under the Central State Fuels Direct Debit by written notice to us. Such notice should be received 5 (five) business days prior to the due date.

You may request change to the drawing amount of the Central State Fuels Direct Debit by contacting us and advising your requirements no less than 5 (five) business days prior to the due date.

Where you consider that drawing has been initiated incorrectly (outside the Central State Fuels Direct Debit Arrangements) you should take the matter up directly with us.

### Your commitment to us. Your responsibilities

It is your responsibility to ensure that the authorization given to draw on the nominated account to meet a drawing on its due date.

It is your responsibility to ensure that the authorization given to draw on the nominated account is identical to the signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the Central State Fuels is transferred or closed.

It is your responsibility to arrange with us suitable alternate payment method if the Central State Fuels Direct Debit drawing arrangements are cancelled either by yourselves or the nominated Financial Institution.

Your Central State Fuels Direct Debit drawing arrangements are always subject to the Terms and Conditions of your Credit Applications Agreement with Central State Fuels.



# OFFICE USE ONLY

- Trade References Checked
- Trade References Checked by
- Trade References Attached to this application
- Directors Guarantee Signed
- Direct Debit form signed
- Cards Required
- Card order form completed

Manager's Signature

Additional Comments


Date

Price Codes  Delivered  Collected  Packaged

Trade Class:  Producer  Reseller  Governments  Industrial  
 Driveway  Other  Marine  Transport



## HEAD OFFICE USE ONLY

Application Checked by

Application approved  Yes  No

Additional Comments

Signature of authorized Head Office Staff

Date  /  /

Approved Credit Limit  \$

Double in Gecko