



## REQUIREMENTS AND TRADING TERMS

Credit Limit Required: \$  Trading Terms: 14 DAYS END OF MONTH Payment Method: Direct Debit

How long have you operated the business:  years  months Date Registered: / /

If less than 12 months, previous occupation

Has the company ever had receivers and/or managers appointed to it?  Yes  No

Has the company ever been the subject of a winding up application?  Yes  No

Has the director of the company, or any individual, or any partner of the partnership, ever been a director or shareholder of any company that:

(i) Had receivers or managers appointed;  Yes  No

(ii) Had administrators appointed;  Yes  No

(iii) Had liquidators appointed;  Yes  No

(iv) Entered into a deed of company arrangement with its creditors?  Yes  No

Has any director of the company, or any individual, or any partner of the partnership, ever been bankrupt, or been the subject of a creditor's petition application, or entered into a personal insolvency agreement with creditors?  Yes  No

**!** If yes to any of the above, provide details and attach relevant documentation.

## ASSET AND LIABILITY INFORMATION (Please supply asset and liability information or attach information)

**Assets**

Property:	Address	Property Value	Amount Owing/Mortgaged
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Number of Vehicles:  Value  Remaining Financed Amount

**Liabilities (>10K)**

Total Number of Credit Cards:  Total Limit  Total Owing

Loan/s:	Lender Name	Original Loan Value	Total Still Owing
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>

**!** Please Supply FOUR (4) Trade References including your existing fuel/oil supplier (NB: excluding any lending institution, bank or utilities provider)

1	Name <input type="text"/>	Phone <input type="text"/>	Fax <input type="text"/>
	Address <input type="text"/>	Email <input type="text"/>	
2	Name <input type="text"/>	Phone <input type="text"/>	Fax <input type="text"/>
	Address <input type="text"/>	Email <input type="text"/>	
3	Name <input type="text"/>	Phone <input type="text"/>	Fax <input type="text"/>
	Address <input type="text"/>	Email <input type="text"/>	
4	Name <input type="text"/>	Phone <input type="text"/>	Fax <input type="text"/>
	Address <input type="text"/>	Email <input type="text"/>	

**!** Security Requirements

Freedom Fuels may require Security to be provided by the Customer to better secure all monies payable or to become payable on the Customer's Account in line with Freedom Fuels' Credit Policy.

Forms of security which Freedom Fuels will consider at its discretion are:

Directors/Personal Guarantees; cash deposit; Bank Guarantee; Performance Bond; Bill of Sale over chattels; mortgage over real property.

The amount of security required will be determined by Freedom Fuels relevant to the Customer's credit limit.

**COMPANY DIRECTOR GUARANTEE AND INDEMNITY (Must be provided for company accounts)**

1. For the purpose of this Guarantee and Indemnity, Customer means the entity named under the heading "Customer's Details" in the attached credit application and includes the Customer's successors and assigns, any guarantors of the Customer and, if more than one person, each shall be jointly and severally liable.
2. In consideration of Freedom Fuels agreeing to supply credit and to trade with the Customer, I/We, the person(s) named below as Guarantors, jointly and severally, guarantee:
  - a. due and punctual payment of all monies owing to Freedom Fuels by the Customer;
  - b. due performance and observance of the terms and conditions of the Business Account; and
  - c. to indemnify and keep indemnified Freedom Fuels against any and all loss and/or damage arising out of, or in connection with, the Customer's contravention of the terms and conditions of the Business Account and/or any failure by the Customer to duly pay monies owing to Freedom Fuels.
3. This Guarantee and Indemnity will be a principal obligation of the Guarantor/s.
4. There is no obligation on Freedom Fuels to make demand upon or proceed against the Customer before making demand upon and proceeding against the Guarantor/s.
5. Both my/our Guarantee and Indemnity are continuing security and my/our liability shall not be voided, abrogated, prejudiced, or affected by:
  - a. any variation to the Customer's Business Account whether immaterial or material notwithstanding the variation may have been without the Guarantor's consent;
  - b. any prior Guarantee given on behalf of the Customer;
  - c. the granting of any time, indulgence or other concession to the Customer or to any Guarantor, or by anything omitted or neglected to have been done by Freedom Fuels;
  - d. the liquidation of the Customer or release of any other Guarantor; or
  - e. Freedom Fuels obtaining Judgment against the Customer or any of the Guarantors in any relevant Court.
6. In order to secure the payment of all monies for which the Guarantor may become liable under this Guarantee and Indemnity, the Guarantor hereby charges, as beneficial owner, all of the Guarantor's legal and equitable interest in any real or personal property that the Guarantor presently owns or which he or she may acquire in the future. The Guarantor consents to the lodgement of a caveat over any such real property by Freedom Fuels so as to note Freedom Fuels' proprietary interest. The Guarantor further consents to Freedom Fuels registering a security interest over the Guarantor's personal property pursuant to the provisions of the Personal Property Securities Act 2009 to note Freedom Fuels' interest and the Guarantor waives any entitlement to notice that it might otherwise be entitled to receive under the said Act. Immediately upon demand by Freedom Fuels, or its agent, the Guarantor will execute and deliver to Freedom Fuels any mortgage in registrable form or consent to caveat or such other instrument of security as Freedom Fuels may require. In the event that the Guarantor fails to deliver any such requested instrument or security, the Guarantor hereby appoints Freedom Fuels as its lawful attorney for the purpose of executing and negotiating such instruments.

**GUARANTORS/DIRECTORS**

**⚠ WARNING: You should seek independent legal and financial advice before signing this document. By signing this Guarantee and Indemnity you may become personally responsible instead of, or as well as, the Customer.**

I/We understand and agree to be bound by the Terms and Conditions of this Credit Application for a Business Account and the Guarantee and Indemnity:

**Guarantor 1**

First Name

Middle Name

Surname

DOB  /  /

Street Address

Suburb

State  Postcode

Email

Phone  Licence #

Signature  Date  /  /

**Guarantor 2**

First Name

Middle Name

Surname

DOB  /  /

Street Address

Suburb

State  Postcode

Email

Phone  Licence #

Signature  Date  /  /

**Guarantor 3**

First Name

Middle Name

Surname

DOB  /  /

Street Address

Suburb

State  Postcode

Email

Phone  Licence #

Signature  Date  /  /

**Guarantor 4**

First Name

Middle Name

Surname

DOB  /  /

Street Address

Suburb

State  Postcode

Email

Phone  Licence #

Signature  Date  /  /

**⚠ Please supply copy of drivers licence(s) for ALL Guarantors**

**ACCEPTANCE OF TERMS & CONDITIONS & PRIVACY ACT 1988 (AS AMENDED) ACKNOWLEDGMENT**

The Customer:

- makes application for a Business Account and credit facility with Freedom Fuels;
- acknowledges that Freedom Fuels may accept or reject such application in its absolute discretion;
- acknowledges that Freedom Fuels may disclose any information provided by the Customer to its Credit Insurers at any time;
- agrees that Freedom Fuels may vary any of the terms and conditions of this Agreement at any time by fourteen (14) days written notice sent to the Customer's last known address;
- declares that the information provided in this application is true and correct;
- warrants that if it is applying as a Trustee of a Trust that it has full authority as Trustee to enter into agreements for the supply of goods and/or services on credit;
- warrants that each of the Officer/s of the Customer and any Guarantor/s gives consent to Freedom Fuels:
  - disclosing and obtaining personal information to and/or from another Credit Provider or Credit Reporting Agency;
  - using any information obtained for the purposes of assessing this Credit Application, collecting payments as due under this Agreement, and notifying other Credit Providers of their creditworthiness;
  - disclosing any information held when required to make public disclosure or to do so by law;
  - to notify other Credit Providers and/or any Credit Reporting Agencies of a default by me/us.

**! Please note Freedom Fuels is committed to customer service and maintains a Privacy Policy which outlines our ongoing obligations to you in respect of how we manage your Personal Information. Our Privacy Policy can be obtained via our website or by contacting our Head Office.**

Notification of collection of Personal Information:

Freedom Fuels collects Personal Information in accordance with its Privacy Policy: <http://www.freedomfuels.com.au/privacy>. Our Privacy Policy contains information on how you may access and seek correction of Personal Information we have collected and/or hold about you, our complaints process for any potential breach of policy or of the Australian Privacy Principles and our full contact details. Please be aware that your Personal Information may be disclosed to third parties in the ordinary course of business or otherwise for purposes such as recruitment and employment, competitions, insurance claims, establishing credit accounts, credit history reporting, complaints processing, and includes the potential disclosure to overseas recipients including Freedom Fuels' shareholders in Japan and/or its credit insurance underwriters and Microsoft Hosted Exchange data storage in Hong Kong and/or Singapore. By providing us with your Personal Information you are expressly acknowledging acceptance our Privacy Policy, your consent to the potential use and/or disclosure of your Personal Information overseas, and your acknowledgement that Freedom Fuels will not be responsible for ensuring that any overseas recipient is compliant with the applicable Privacy Principles in relation to your Personal Information. Freedom Fuels will not be liable for any breach of the Australian Privacy Principles by any overseas recipient and you may have no recourse under the Privacy Act against overseas recipients.

**! IMPORTANT** You should not sign this declaration unless this loan (credit provided) is wholly or predominantly for business purposes or investment purposes other than investment in residential property. By signing this declaration you may **lose** your protection under the National Credit Code.

**COMPANY (Please sign here)**

Signed on behalf of the Company in accordance with Section 127 of the Corporations Act (or under Company Seal):

Director/Secretary

First Name

Middle Name

Surname

Signature  Date / /

Director/Secretary

First Name

Middle Name

Surname

Signature  Date / /

**SOLE TRADER, PARTNERSHIP OR NON-CORPORATE TRUSTEE (Please sign here)**

First Name

Middle Name

Surname

Signature  Date / /

First Name

Middle Name

Surname

Signature  Date / /

**GUARANTORS (Please sign here)**

First Name  **1**

Middle Name

Surname

Signature  Date / /

Witness Name

Signature  Date / /

First Name  **2**

Middle Name

Surname

Signature  Date / /

Witness Name

Signature  Date / /

First Name  **3**

Middle Name

Surname

Signature  Date / /

Witness Name

Signature  Date / /

First Name  **4**

Middle Name

Surname

Signature  Date / /

Witness Name

Signature  Date / /

**! You must tick the relevant boxes on this page acknowledging your acceptance of our Terms & Conditions failing which your application will not be able to be processed.**

**TERMS & CONDITIONS APPLICABLE TO ALL ACCOUNTS**

**Part A: Terms & Conditions applicable to all Accounts**

**DEFINITIONS:**

**Credit Limit** means the amount nominated by Freedom Fuels from time to time.

**Customer** means the entity named under the heading "Customer's Details" in the attached credit application and includes the Customer's successors and assigns, any guarantors of the Customer and, if more than one person, each shall be jointly and severally liable.

**Freedom Fuels** means Freedom Fuels Australia Pty Ltd and/or any of its subsidiaries or related entities as defined by the Corporations Act 2001.

**Products** means Freedom Fuels' motor fuels, lubricants and other products and services provided at any retail site or depot.

1. The Customer may purchase Products on credit up to the amount of its credit limit.
2. Freedom Fuels reserves the right to suspend the Customer's account without notice at any time if the credit limit is exceeded or the Customer is otherwise in default of the Agreement.
3. Pricing of the Products may be subject to daily fluctuation as published on Freedom Fuels' price boards for Retail Accounts, via the Freedom Fuels' website for other account types or as otherwise advised.
4. If the Customer fails to take or accept delivery or give proper delivery instructions for the Products, then without prejudice to Freedom Fuels' rights at law, Freedom Fuels may store the Products and charge the Customer for all reasonable costs incurred by Freedom Fuels, including without limitation, the cost of storage and insurance for the Products.
5. Freedom Fuels shall not be obliged to make any supply or delivery of Products to the Customer if and for so long as the Customer is in default of payment or any other provision of this Agreement and also when:
  - a. Freedom Fuels has a reasonable belief that the Customer is unable to pay for the supply; or
  - b. Freedom Fuels has a reasonable belief that the Customer is unable to receive or transport the petroleum product in compliance with all applicable occupational, health and safety requirements.
6. If there is a shortage of any Products resulting in Freedom Fuels being unable to meet the requirements of all of its Customers then Freedom Fuels may allocate among its Customers Freedom Fuels' available supply of product.
7. The Customer shall be responsible for the payment of all taxes, duties and other imposts, whether retrospective or not, levied on or in relation to the product, which amounts shall be charged to the Customer as detailed within Freedom Fuels' invoice.
8. Risk in the Products purchased by the Customer is passed to the Customer when the Products are delivered to, or collected by, the Customer.
9. Title and property in the Products shall remain with Freedom Fuels until payment is made in full on all accounts held. The Customer acknowledges that until payment is made in full in relation to all accounts held with Freedom Fuels, it holds the Products as bailee for Freedom Fuels and in the event that it fails to make payment as due, or sells the Products to a third party prior to making payment in full, then it hereby:
  - a. assigns the benefit of any claim to Freedom Fuels against the third party;
  - b. will account to Freedom Fuels for any sale proceeds; and
  - c. consents to Freedom Fuels registering a purchase money security interest on any relevant register.
10. Freedom Fuels warrants that:
  - a. it will convey good title to Products supplied to the Customer under this Agreement; and
  - b. those Products will conform to the description referred to on the accompanying delivery or sales documentation and meet Freedom Fuels' standard specifications from time to time.
11. The Customer must inform Freedom Fuels of all complaints or claims in respect of the Products within two (2) days and further retain a sample for testing in accordance with Freedom Fuels' Products information Statement available on request or via Freedom Fuels' website.
12. Subject to any condition or warranty implied in favour of the Customer by the *Competition and Consumer Act 2010 (Cth)* or any other applicable law which cannot lawfully be excluded, to the fullest extent permitted by applicable law the liability of Freedom Fuels for defective Products including for breach of any implied condition or warranty will be limited to (at Freedom Fuels' discretion):
  - a. the replacement of the Products or the supply of equivalent products; and

- b. the payment of the cost of replacing the Products or of acquiring equivalent products; provided however that notice of any complaint regarding the Products is received by Freedom Fuels in accordance with Clause 11.
13. Freedom Fuels will not be liable to the Customer or any other person in respect of any loss, injury or damage, including consequential loss or damage and whether due to negligence, deliberate conduct or any other cause and whether arising in contract, in tort, under statute or in any other way, which may be suffered or incurred or which may arise directly or indirectly as a result of or in any way connected with any Products supplied by Freedom Fuels to the Customer.
14. Payment must be made by the Customer within the terms and via the payment method as advised by Freedom Fuels upon acceptance of the Customer's Credit Application. Freedom Fuels reserves the right to vary the payment terms and method on fourteen (14) days prior written notice.
15. The Customer will pay to Freedom Fuels, as a liquidated debt, within fourteen (14) days of any written demand by Freedom Fuels, or its agent, any and all legal costs incurred by Freedom Fuels in connection with any breach of the terms and conditions of the Business Account and/or any failure by the Customer to pay monies owing to Freedom Fuels on a full indemnity, or solicitor/own client, basis whichever is the greater.
16. Freedom Fuels shall be entitled to charge interest on any money overdue during the period of default at a rate 2% higher than the rate for the time being charged by the Westpac Banking Corporation on unsecured overdrafts in excess of \$100,000.00.
17. If a Customer's payment via cheque or direct debit is dishonoured then the Customer will incur a \$50.00 dishonour administration fee in addition to any bank charges incurred by Freedom Fuels.
18. The Customer may not assign this Agreement without the prior consent of Freedom Fuels and must notify Freedom Fuels in writing within seven (7) days of any change of ownership of its business, shareholdings, directorships or corporate structure. The Customer will remain liable for any Products supplied after any such change until such time as Freedom Fuels approves such changes in writing.
19. The Customer must comply with all applicable laws and the policies, standards and other requirements of any Governmental Agency in relation to, and assumes all risks and liability (including all environmental risks and liability) arising from, the unloading, discharge, storage, handling or use of the Products sold under this Agreement.
20. The Customer acknowledges that to the extent of any inconsistency between the terms and conditions contained herein and any formal Freedom Fuels' Supply Agreement entered into that the terms of the Supply Agreement will prevail.

By ticking the box the customer acknowledges that it has read and agreed with the terms and conditions as detailed above.

**Part B: Terms & Conditions applying only to Bulk Fuel Accounts**

1. All orders for bulk fuel or onsite refuelling must be placed by the Customer with Freedom Fuels in accordance with Freedom Fuels' nominated ordering process as advised from time to time.
2. Deliveries will be made during the hours nominated by Freedom Fuels. Any time quoted for delivery is an estimate only. Freedom Fuels will not be liable for any delay in delivery or early delivery and may suspend delivery or extend delivery time as Freedom Fuels in its absolute discretion sees fit. If there is a variation from the estimated time of delivery Freedom Fuels will use reasonable commercial endeavours to notify the Customer of the variation.
3. If a Site is not, in Freedom Fuels' sole discretion, suitable for delivery of the Products then Freedom Fuels may suspend delivery until it is satisfied the Site is suitable for delivery.

By ticking the box the customer acknowledges that it has read and agreed with the terms and conditions as detailed above.

## FREEDOM FUELS APPLICATION FOR CREDIT – DIRECT DEBIT AUTHORITY & SERVICE AGREEMENT

### Request and Authority to Debit/Charge:

I/we (full name/customer legal entity):  of

Address

hereby authorise and request Freedom Fuels Australia Pty Ltd, until further written notice is given, to either:

- debit from my/our nominated Financial Institution Account; or
  - charge my/our nominated credit card;
- any amount which may be due and payable via direct debit pursuant to the terms and conditions of our Freedom Fuels Business Account.

### Nominated Account/Card:

#### Details of Account to be Debited

Financial Institution Name

Branch

Name of Account

BSB Number       Account No.

Account Holders Signature

Date   /   /

#### OR Credit Card to be Debited

Master Card  Visa  AMEX

Name on Card

Card Number

Expiry   /

Card Holders Signature

Date   /   /

**Payment Schedule:** Payments will be debited to your nominated account pursuant to the credit terms of your Business Account with Freedom Fuels.

### For Individuals:

Full Name

Signature

Date   /   /

Witness Full Name

Signature

### For Companies:

Signed on behalf of the Company in accordance with Section 127 of the Corporations Act (or under Company Seal):

Directors Full Name

Signature

Date   /   /

Directors/Secretary Full Name

Signature

Date   /   /

Affix Seal:

### Our commitment to you

This document outlines the terms and conditions, and our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Freedom Fuels (User ID 314762) and you. It sets out your rights, our commitment to you and your responsibilities to us, together with where you should go for assistance.

#### Initial Terms of the Arrangement

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account or charge your credit card as applicable for the agreed amount for products purchased on your Business Account.

#### Drawing Arrangements

- The first drawing under this Direct Debit arrangement will occur upon the due date of your first invoice pursuant to your credit terms and will continue each payment cycle thereafter.
  - If any drawing falls due on a non-business day, it will be debited or charged to your account on the next business day following the scheduled drawing date.
  - We will give you at least 14 days notice in writing when any changes to the terms of the arrangement are made.
  - If you wish to discuss any changes to the initial terms, please direct all enquiries to the Credit Department - Freedom Fuels.
  - If the drawing is dishonoured, we reserve the right to suspend your credit facility.
- If three or more drawings are returned unpaid by your nominated Financial Institution, we may elect to arrange with you an alternative payment method.
- An administration fee of \$50.00 will be applied to any dishonoured Direct Debit or rejected credit card charge.

### Your Rights

#### Changes to the Arrangement

If you want to make changes to the arrangement, please contact the Credit Department of Freedom Fuels. These changes may include:

- deferring the drawing; or
- altering the schedule; or
- stopping an individual debit; or
- suspending the DDR; or
- cancelling the DDR completely.

Please note that your right to change your direct debit arrangements may be restricted by the terms and conditions of your Business Account and may affect your ability to continue using your account.

#### Enquiries

- Please direct all enquiries to us rather than to your financial institution by calling 1300 667 202.
- You should allow at least 14 business days prior to the next scheduled drawing date if making any changes to your Direct Debit arrangements.
- All communication addressed to us should include your Business Account Number, financial institution account number & account name.
- We will hold all personal customer information in accordance with our Privacy Policy except for that information provided to our financial institution to initiate the drawing to your nominated account and otherwise as advised in the terms and conditions of your Business Account and/or Business Account Card.

#### Disputes

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us.
- If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim.
- You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing.

#### It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- on the drawing date there is sufficient cleared funds in the nominated account; and
- you advise us if the nominated account is to be varied, transferred or closed.

#### General

To the extent of any inconsistency between the terms of this Direct Debit Request & Service Agreement and those of your Business Account, the latter will prevail.

**By signing this Direct Debit Authority, you acknowledge having read, understood, and agreed to be bound by the terms and conditions governing the direct debit arrangements between you and Freedom Fuels as set out in this Authority and in your Direct Debit Service Agreement.**





## BUSINESS ACCOUNT CARD TERMS AND CONDITIONS OF USE

### Application of terms and conditions, definitions and interpretation

These terms and conditions govern the use and operation of your Business Account and any and all Cards issued, and are an addendum to your Business Account's Terms and Conditions of Trade. Before using a Card or authorising the use of any Card you should read these terms and conditions carefully. If you do not understand any of these terms and conditions please speak to our staff by telephoning the number above. Please ensure you retain a copy of these terms and conditions for future reference. Should you prefer to not accept these terms and conditions you must immediately cut each Card in half and promptly return it to us and not use your Business Account in any way.

In these terms and conditions, the following definitions and rules of interpretation apply unless the context requires otherwise:

**Account** means the Business Account opened by us in your name;

**Accountholder** means the person in whose name the Account is maintained;

**Additional Card** means a Card issued at your request and at our discretion to a person other than you;

**Application** means the original, and any subsequent, application made by an applicant to open the Account;

**Authorised Person** means a person that has signed the Application form or an acknowledgment or guarantee in the same form in relation to the Account; **Balance** means the total amount shown on the Statement to be due by you and includes a reference in the Statement to the "Amount Due";

**Business Day** means a weekday that is not a public holiday or bank holiday in Brisbane;

**Card** means each "Freedom Fuels Fuel Card", additional card, replacement card or other card as we may determine from time to time that is issued by us for use in relation to your Account (a card may or may not bear the name of the Cardholder and may be with or without a signature panel);

**Cardholder** means you and any person authorised by you from time to time to use a Card;

**Expenditure Balance** means, at any time, the total of all amounts that have been charged to your Account but which have not been paid;

**Expenditure Limit** means the amount notified by us to you from time to time in accordance with clause 8 as being the maximum allowable Expenditure Balance of the Account;

**Nominated Vehicle** means, in relation to a Card, the vehicle (if any) specified on that Card;

**Notification Event** means if:

- you cease, suspend or threaten to cease or suspend the conduct of all or a substantial part of your business or dispose of or threaten to dispose of a substantial part of your assets;
- an administrator is appointed over you or any of your assets or an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for you to enter into an arrangement, compromise or composition with or assignment for the benefit of your creditors or a class of them;
- you are an individual, you appoint a trustee pursuant to the Bankruptcy Act or a petition for your bankruptcy is issued (except where the petition is no longer in force); or
- if you are a company, an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for your winding up, deregistration, dissolution or administration or for the appointment of a receiver or receiver and manager over any of your assets;

**Statement** means a statement or tax invoice issued by us pursuant to clause 11;

**we, our, us** means Freedom Fuels Australia Pty Ltd ABN 49 093 244 761 and their respective successors and assigns; and

**you and your** means the Accountholder.

Headings are for convenience only and do not affect interpretation. The singular includes the plural and conversely.

A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

### 1. Opening of Account, issue of Cards, and charging of amounts

If we accept your Application for a Business Account we will open an Account in your name. If you are a corporation or partnership the Account will be opened in the name of that corporation or partnership. If you are a corporation, you will ensure that each director (as that term is defined in the Corporations Act 2001) at any time is an Authorised Person. Upon opening the Account we will, at our discretion, issue the Cards you applied for. If you ask us to we will, at our discretion, issue Additional Cards from time to time. Any amount payable under these terms and conditions will be charged to your Account and recorded in a Statement.

### 2. Acceptance and application of terms and conditions

The first use or attempted use of a Card, whether by a Cardholder or any other person, will be taken as your agreement to accept and comply with these terms and conditions. If there is more than one Accountholder, these terms and conditions will apply to each of you collectively and individually and you will each be jointly and severally liable under them. If the Accountholder is a partnership, each partner in the partnership will be jointly and severally liable under these terms and conditions. You recognize and acknowledge that the Card is a charge card and not a credit card and is issued subject to the fees as set out in, or contemplated by, these terms and conditions and your Business Account's Terms and Conditions of Trade.

### 3. Permitted use of Cards

A Card:

- may only be used by the Cardholder and, where there is a Nominated Vehicle, may only be used in respect of that Nominated Vehicle;
- may only be used to purchase goods or services from us as specified on the Card and within any limitations or markings designated on the Card (i.e. listed vehicle registration only);
- may not be used outside the validity period shown on it; and
- may not be used if it or the Account has been cancelled or suspended, the Card has been cancelled or the Account has been closed pursuant to these terms and conditions.

Neither the Card nor the Account may be used for an unlawful purpose. You must not allow anyone other than a Cardholder to use the Card or the Account. A Cardholder must not use the Card if you do not honestly expect to be in a position to pay the Balance in full when due or if a Notification Event occurs. You acknowledge and agree that we have the right to refuse authorisation for any transaction without cause or prior notice and that we shall not be liable to you, a Cardholder or anyone else for loss or damage resulting from such refusal.

### 4. Ownership and return of Cards

Each Card remains our property and must not be altered or defaced. A Card is not transferable. If, for any reason, we cancel a Card or ask you to return a Card you must immediately cut the Card in half and promptly return it to us. If you no longer need a Card or a Cardholder leaves your employment or ceases to be authorised to use a Card, you must immediately cut the Card in half and promptly return it to us. If any Card is not cut in half and returned to us as required by these terms and conditions you are liable for, and must indemnify us on demand in respect of, any subsequent use of the Card by any person.

### 5. Securing Cards

You are responsible for keeping all Cards safe and for ensuring they are used only in accordance with these terms and conditions and only for authorised transactions. You must use your best endeavors to secure the return to us of any Card that has been lost or stolen.

### 6. Liability for amounts in respect of a Card

You are liable to pay all amounts charged to your Account pursuant to these terms and conditions.

Except as set out in clause 7 of these terms and conditions, we may charge to your Account the amount of any transaction entered into by any person using a Card, even if:

- the Card is used in a way that is not permitted under these terms and conditions;
- you have withdrawn the authorisation of the Cardholder to use the Card;
- the Card is used by a person other than the Cardholder; or
- the Card, or any other Card, has been cancelled.

You acknowledge that you are liable for all charges incurred by the Cardholder arising from, or in relation to, the use of any Card issued at your direction. You also acknowledge that whenever a Card is used you are deemed to have unconditionally authorised us to pay to us the amount due for all goods and services sold or supplied by us to the person using the Card. We may also charge to your Account any fees, charges or other amounts payable to us by you pursuant to the terms of this Agreement.

### 7. Liability for lost or stolen Cards and unauthorised transactions

You must immediately notify us by phone or in writing as soon as you or any Cardholder believes that a Card has been lost or stolen or used for an unauthorised transaction or if a renewal Card has not been received when due. In order for notification by phone to constitute a valid notice under these terms and conditions, you must note and keep a record of the time, date and person you spoke to and promptly confirm your notice to us in writing by courier or registered post.

If you have validly notified us in accordance with these terms and conditions that you believe a Card has been lost or stolen or used for an unauthorised transaction or a renewal Card has not been received:

- if that Card bears the name of the Cardholder and has a signature verification panel that has been signed by the Cardholder, the



maximum total amount you will have to pay for any unauthorised transaction using the Card that is entered into at any time after the date we first receive your notification will be \$100; and

- in any other case, including if the Card bears the name of the Cardholder but does not have a signature verification panel or has a signature verification panel that has not been signed by the Cardholder, you will not have to pay for any unauthorised transaction using the Card entered into at any time after the period ending 30 days after the date we first receive your notification. Notwithstanding the remainder of this clause, if you or a Cardholder are involved in, or have benefited, directly or indirectly, from, the loss, theft or misuse of the Card, the unauthorised transaction or the non-receipt of the Renewal Card, your obligation to pay amounts charged to the Account will not be affected or limited by this clause 7.

#### 8. Expenditure Limit on Account

We will notify you of the Expenditure Limit (inclusive of GST) at the time you open the Account. We may vary the Expenditure Limit at any time by notice to you in writing. This variation will take effect at the time specified in the notice. The Expenditure Limit will also be set out on each Statement. You must ensure that the Expenditure Balance at any time does not exceed the Expenditure Limit. If it does you must immediately pay to us the amount that exceeds the Expenditure Limit. We will also charge to your Account an overlimit fee of \$15.00 for each month (or part thereof) that the Expenditure Balance exceeds the Expenditure Limit.

#### 9. Use and Non-acceptance of Cards

Your Card can only be used at Freedom Fuels Australia Pty Ltd wholly owned and operated retail service station sites (including any sites operated by a Freedom Fuel's Australia Pty Ltd Petrol & Convenience Agency). For a list of relevant sites please go to [www.freedomfuels.com.au](http://www.freedomfuels.com.au). We will not be liable for any non-acceptance of a card at any retail service station site which is not wholly owned and operated by Freedom Fuels Australia Pty Ltd.

#### 10. Responsibility for Goods and Services Supplied

Please refer to your Business Account's Terms and Conditions of Trade as issued with your Account application and as may be updated from time to time for full conditions connected to our supply of goods and services.

#### 11. Statements

We will send a Statement to you as soon as practicable after the end of each monthly billing period (as determined by us) if:

- any amount has been charged or credited to your Account since the date your Account was opened or the date of your previous Statement; or
- there is any amount outstanding on your Account. The Statement will show the total amount payable by you to us (this is the Balance or the "Amount Due" shown on the Statement) for the billing period and when payment must be received in order to avoid the charging of a Late Payment Charge. You will be deemed to have received each Statement upon the earlier of its actual receipt by you or the time set out in clause 22.

#### 12. Paying your Account

You must pay to us the Balance shown in a Statement immediately upon receipt of that Statement. We may also, at any time, demand immediate payment of any charge made to the Account by sending a written demand to you. If we do this, the amount demanded becomes immediately due for payment. You must pay amounts to us by direct debit or, if we have consented otherwise, by direct credit, cheque or money order payable to us via our Head Office located at 5/16 Theodore Street, Eagle Farm Qld 4009. We do not accept cash or other payments at our retail service station sites. Payments made after 4pm (Brisbane time) on a Business Day or on a day that is not a Business Day will be treated as if made on the following Business Day. All payments must be made in Australian dollars. If we allow a payment to be made in a currency other than Australian dollars, we will convert that payment into Australian Dollars at a rate determined by us on the date of processing that payment. If you make a payment and we (acting reasonably) cannot identify the Account to which the payment relates, we will not be responsible for the payment not being credited to your Account. We may, at our discretion, accept late or part payments or a payment described as being in full or in settlement of a dispute. Our agreement to do so does not constitute a waiver of any of our rights under these terms and conditions or at law and does not mean we agree to a variation to these terms and conditions. We accept no responsibility in respect of payments sent to us by post or payments made to other persons for transmission to us. All payments are at your risk until received by us. If we receive a cheque, draft or other payment instrument from you or from another person on your behalf which is not honoured in full for any reason, you are liable to pay us the dishonoured payment bank fee/s, the dishonoured amount, our dishonour administration fee of \$50.00 plus our reasonable collection costs and legal fees. Similarly, if you have arranged to pay us through a direct debit facility of any kind with any financial institution and our debit to your account with that financial institution is not permitted, authorized or honored in full for any reason, you agree to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees.

#### 13. Late Payment Charge

If you do not pay the Balance by the time specified in a Statement or an amount charged to your Account when demanded by us (the "due date") you are in default and we may charge to your Account a "Late Payment Charge". The Late Payment Charge will comprise a default charge and an administration fee. The default charge will be charged to your Account at the rate of 2% higher than the rate for the time being charged by the Westpac Banking Corporation on unsecured overdrafts in excess of \$100,000- AUD (the "default rate") on the overdue amount (or any part thereof) that remains unpaid on the due date for that amount and at the time specified for payment in each Statement issued after the due date until the earlier of:

- the date that payment of the overdue amount is received by us in full; and
- the date that we close your Account in accordance with clause 18;

The administration fee is \$15.00 and will be charged to your Account each time a default charge is charged to your Account.

We may vary the default charge and the administration fee at any time in accordance with clause 20. Any reference in this clause to "overdue amount" includes any Late Payment Charge that has been charged to your Account and remains unpaid.

#### 14. Fees

All fees and charges payable under or in connection with these terms and conditions are quoted inclusive of GST (where applicable) and may be subject to change (per clause 20).

#### 15. Other Fees and Charges

In addition to the fees and charges that you must pay to us under the other provisions of these terms and conditions, you agree to pay us the fees and charges below along with such other fees and charges as we determine and notify to you and we may charge to your Account those amounts:

- administration fees in respect of:
- the provision of copies of documents relating to the Account (including previous Statements and sales vouchers) up to an amount of \$10.00 for each standard statement or voucher and \$20.00 for each special or non-standard statement or voucher;
- issuing of Card/s including any new, additional or replacement cards up to an amount of \$5.00 for each Card;
- reconciliation of accounts up to the rate of \$50.00 per hour for the time that it takes us to reconcile your accounts;
- refunds on your Account up to the rate of \$50.00 per hour for the time that it takes us to process the refund on your Account; and
- late or partial Account payments up to the rate of \$50.00 per hour for the time that it takes us to process the late or partial payment;
- dishonoured payment administration fee up to an amount of \$50.00 for any dishonoured payment;
- enforcement expenses if you breach these terms and conditions. These expenses may include legal or other collection costs and any charges or disbursements incurred or payable by us arising from a failure by you to pay an amount on the due date; and
- In the event of us referring your Account to a mercantile or debt collection agent or solicitors for collection of overdue amounts, an administration fee of \$50 may be charged to your Account for the costs incurred by us in making the referral.

In addition, you will be liable for any amounts which we are liable to pay the mercantile or debt collection agent and solicitors in connection with your Account and these amounts will be charged to your Account.

We may charge to your Account, in addition to any other amount payable under these terms and conditions, the amount of any government duties, taxes (including goods and services tax) and charges now or in the future charged or payable in relation to or in connection with:

- your Account;
- any guarantee in relation to your Account;
- any amount payable under these terms and conditions;
- any transaction entered into in relation to a Card or using a Card; or
- the supply of anything (including any goods or services) under these terms and conditions or in connection with your Account, whether or not you are principally liable for the duties, taxes or charges. We may vary all fees and charges at anytime in accordance with clause 20.

#### 16. Refunds

We will only credit your Account with a refund in respect of any amount charged to your Account in respect of a transaction if we deem that is acceptable to us.

#### 17. Application of Payments

Any amount we receive from you will be applied in any order we choose to amounts charged to your Account or any other Account that you have with us that are outstanding.

## 18 Cancellation of Cards and closure of Account

Notwithstanding any other provision in these terms and conditions, we may cancel any Card at any time at our discretion without providing you or the Cardholder with notice. We will also cancel a Card if you or the relevant Cardholder asks us to or if you or the relevant Cardholder notifies us under clause 7 of these terms and conditions. If you ask us to close your Account, or we decide to close it (see below), we may cancel all Cards immediately without notice to you or the Cardholder. Any Card that is cancelled must not be used and you must immediately cut it in half and promptly return it to us. Subject to clause 7, cancellation of a Card does not affect or limit your obligations under these terms and conditions, including your obligation to pay amounts charged to your Account whether in respect of transactions on your Account using the cancelled Card (before or after it is cancelled) or otherwise. Your Account will be closed if:

- you ask us in writing to close it or if we decide, in our discretion, to close it;
- you have cut in half and returned to us all Cards which may be used to access the Account or, where not all Cards are so returned, explained to our satisfaction why the outstanding Cards cannot be returned; and
- all amounts outstanding on the Account have been paid in full.

Closure of the Account does not affect or limit your obligations under these terms and conditions.

## 19. Suspension

We can suspend the Account or a Card at any time without notice:

- if you are in default under these terms and conditions (including, without limitation, in default of any payment obligation) or your Business Account's Terms and Conditions of Trade;
- if we suspect that a Card or the Account has been used fraudulently by you or a third party; or
- to prevent loss to you and/or us.

If we do this then you and each Cardholder must not use the relevant Card or the Account until such time as we advise you that the Account or the relevant Card has been reactivated or reinstated. The suspension of the Account or a Card does not otherwise affect or limit your obligations under these terms and conditions.

## 20. Variation

We may vary these terms and conditions in our discretion in any way (including varying a fee or charge or imposing a new fee or charge) at any time by giving you not less than 14 days' written notice of the variation.

## 21. Certificate

A certificate signed by one of our authorised officers concerning an amount charged to your Account or payable by you under your Business Account's Terms and Conditions of Trade or concerning any other matter in connection with your Account or these terms and conditions will, in the absence of manifest error, be conclusive evidence of the amount charged or payable or of the other matter.

## 22. Notices

Subject to these terms and conditions, any notice, demand or other communication given or made under these terms and conditions must be:

- in writing;
- if given or made by us, signed by one of our authorised officers;
- if given or made by you, signed by you or (if you are a body corporate) one of your authorised officers; and
- delivered to the intended recipient by prepaid post, hand or fax to the address or fax number notified to us and will be taken to have been given or made:
  - in the case of delivery by post, three Business Days after the date of posting;
  - in the case of delivery by hand, when delivered; and
  - in the case of delivery by fax, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error.

Any notice received, or taken to be received, on a day that is not a Business Day or after 4pm (Brisbane time) on a Business Day is taken to be received at 9am (Brisbane time) on the following Business Day. Any notice, demand or other communication may also be given or made in accordance with any method, procedure or requirement permitted under any applicable law. For the purpose of providing notice, our contact details are (unless we otherwise notify you):

Freedom Fuels Australia Pty Ltd - Corporate Services  
PO Box 161  
Hamilton Central Qld 4007  
Fax: (07) 3268 6477  
Phone: 1300 667 202

For the purpose of providing notice, your contact details are (unless you otherwise notify us in accordance with clause 23) the details provided in your Application for the Account.

## 23. Change of Details

You must notify us:

- promptly of, and in any event no later than 14 days after, any change in your name or address;
- promptly of, and in any event no later than 14 days after, any change in the name of a Cardholder whose name appears on a Card; and
- immediately upon the occurrence of a Notification Event.

If we ask you to provide us with the name and address of any person authorised by you to use a Card you must do so immediately and, in any event, within three days after we ask you.

## 24. Dispute Resolution

If you disagree with any amount charged to the Account, please contact us as soon as possible on 1300 667 202. You must provide us with written confirmation of your claim and any supporting evidence upon request. Nothing in this clause 24 entitles you to withhold payment from us in respect of the amount in dispute.

## 25. Miscellaneous

The laws of Queensland govern these terms and conditions. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms and conditions. You may not assign or transfer any of your rights or obligations under these terms and conditions or in respect of your Account without our prior written consent. We may at any time in our discretion without your consent assign or transfer to any person any of our rights or obligations under these terms and conditions or in respect of your Account. Time will be of the essence under these terms and conditions.

No failure to exercise, nor any delay in exercising, any right, power or remedy by us operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

A waiver is not valid or binding on us unless in writing. Our rights, powers and remedies under these terms and conditions are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any other agreement or instrument.

Any provision of, or the application of any provision of, these terms and conditions which is:

- prohibited in a jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition; and
- void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction and may be severed without affecting the enforceability of the other provisions in these terms and conditions.