



**CALTEX**  
Sorell

# Account Application

38 Gordon St, Sorell TAS 7172

03 6265 2422



24hr Fuel Access



Mechanical Repairs



Fuel Card



Spare Parts



Lubricants

# APPLICATION TO OPEN CREDIT ACCOUNT

|                  |         |      |
|------------------|---------|------|
| Trading Name     |         |      |
| Postal Address   |         |      |
| Business Address |         |      |
| Phone:           | Mobile: | Fax: |
| Email:           | ABN:    |      |

If you do not understand any of the terms and conditions of this account you should seek independent legal advice prior to making the application.

## Payment

The Customer agrees that:

- The customer is responsible for the payment of all Goods purchased using the Card and PIN;
- Production of the Card and the PIN will be accepted by Caltex Sorell as authorisation of the use of the Card by the Customer;
- In the event of the loss or theft of the Card the Customer must notify Caltex Sorell in writing of the loss or theft of the Card by facsimile number 62652430
- The Customer will be responsible for the payment of all Goods purchased using the Card for a period of 24 hours or next working day following notification to Caltex Sorell of the loss or theft of the Card.

## Security of Card and PIN

The security of the card and PIN are very important as their use by any person identifies them as a Customer to Caltex Sorell. Customers must take care to ensure that their Card and PIN are not misused, lost or stolen and they do not become known to anyone else.

To protect the Card the Customer must:

- Not permit anyone else to use the Card;
- Not tell or give the PIN to anyone else;
- Prevent anyone else from discovering the PIN;
- Not keep or record the PIN with the Card.

## Fuel Dispensing Unit Responsibility

Clean up costs relating to any spillage by individual card holders will be the direct responsibility of the card holder.

In the event of a spill contact **(03) 6265 2422**, and in an emergency call **000**.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

For **Sole Traders** and **Partnerships**, Complete **Section A** Only

For **Companies** or **Trusts**, Complete **Section B** Only

## SECTION A: Sole Traders and Partnerships

|                |                     |
|----------------|---------------------|
| Full Name:     |                     |
| Home Address:  |                     |
| Home Phone:    | Mobile:             |
| Date of Birth: | Drivers Licence No: |

|                |                     |
|----------------|---------------------|
| Full Name:     |                     |
| Home Address:  |                     |
| Home Phone:    | Mobile:             |
| Date of Birth: | Drivers Licence No: |

If more than 2 partners please supply additional details on your letterhead stationary.

- It is agreed that payment for all goods and services are strictly nett 14 days from date of statement.
- All money owed by us to you as at the date of the default becoming due and payable to you (the "debt") to pay a monthly late payment fee of 1.50% on all overdue balances and that this late payment fee may be capitalised;
- I hereby charge in Caltex Sorell's favour payment of all monies owed to Caltex Sorell, or my estates, interest in any land and/or other asset whether tangible or intangible in which I have any legal and/or beneficial interest and/or in which I later acquire any such interest and I agree to execute on request any registrable instrument and/or any other necessary document for the transfer to Caltex Sorell of any such estate and/or interest by way of security.
- That in the event of any change in my/our legal trading structure, I/we will remain personally liable for all goods and services, required by me/us or my/our agents until credit approval is granted by Caltex Sorell to the new trading structure.
- That I/we indemnify Caltex Sorell against and agree to reimburse it for any expenses it may reasonable incur in recovering or attempting to recover from me/us any amounts which are overdue for payment.
- To enable proper assessment of this credit application and compliance with the relevant sections of the Privacy Act:
  - a. I/we acknowledge that certain items of information in this application may be disclosed to a credit reporting agency and authorise you to obtain consumer and/or commercial information permitted by the Privacy Act from a credit reporting agency and to use such information in order to assess this application for credit. This authority remains in force for the duration this credit contact if this application is approved.
  - b. I/we hereby authorise you to seek and obtain a credit worthiness check from the credit providers indicated in this application or named in my/our credit agency report.
  - c. Subject to the provisions of the Privacy Act, we acknowledge that certain information about my/our credit facility may be exchanged with other credit providers to assist with the management of my/our credit arrangements

Signed by the applicant(s) as named in the application

Signature 1 \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature 2 \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION B: Company & Trusts

Company Name: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

|                           |
|---------------------------|
| <b>Directors/Trustees</b> |
|---------------------------|

|                |                     |
|----------------|---------------------|
| Full Name:     |                     |
| Home Address:  |                     |
| Home Phone:    | Mobile:             |
| Date of Birth: | Drivers Licence No: |

|                |                     |
|----------------|---------------------|
| Full Name:     |                     |
| Home Address:  |                     |
| Home Phone:    | Mobile:             |
| Date of Birth: | Drivers Licence No: |

If more than 2 directors please supply additional details on your letterhead stationary.

We understand and agree, subject to the approval of this application, the terms and conditions as between us and you are:

- It is agreed that payment for all goods and services are strictly nett 30 days from date of statement
- Failure to pay by us on or before the due date is a default pursuant to these terms and conditions and will result in:
- All money owed by us to you as at the date of the default becoming due and payable from to you (the "debt") to pay a monthly late payment fee of 1.50% on all overdue balances and that this late payment fee may be capitalised;
- That we indemnify you for;
  - any reasonable legal costs (on a solicitor/client basis) that you may become liable by way of a default by us of this agreement
  - the reasonable costs, including their commission, of any mercantile agent you may choose to engage by way of a default by us of this agreement, and
  - Any other disbursements that you may reasonable become liable for by way of a default by us of this agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# GUARANTEE:

For the purpose of this guarantee reference to "we" and "us" is a reference to all the guarantors herein. Reference to the "Principal" is a reference to the applicant company herein. Reference to "you" and "your" are references to Caltex Sorell.

If you sign this guarantee you will be liable to pay the Principals debts Caltex Sorell. Liability will be for all the Principals debts unless a limit is set out in the guarantee at paragraph 1.

This guarantee continues until cancelled.

Before you sign this guarantee document you should fully consider:

- i. Your financial position
- ii. The financial position of the Principal
- iii. The terms of this guarantee document and the terms of the account application form completed by the Principal which contain several terms of trade between the Principal and Caltex Sorell

And you should seek your own independent legal advice in relation to the above, and complete the guarantee document only after you have dealt with all such matters.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

For the purpose of acknowledging receipt of this notice and the enclosed guarantee before the completion of such guarantee.

We THE UNDERSIGNED agree with you as follows:

1. We irrevocably and unconditionally guarantee to you the due and punctual payment for all goods and services you may from time to time supply to the Principal to the limit hereinafter specified and if no limit is expressed this guarantee is unlimited. It is agreed that the limit of this guarantee is \$\_\_\_\_\_.  
If the Principal does not pay any monies to you when due, we must on your demand immediately pay the same to you free and clear of any set-off or deduction.
2. This guarantee will be a continuing guarantee and will not be affected by you giving time or other indulgence to the Principal.
3. We hereby charge in your favour payment of all monies owed to you by us, or our estates, interest in any land and/or other asset whether tangible or intangible which we have any legal and/or beneficial interest and/or in which we later acquire any such interest and we agree to execute on request any registrable instrument and/or any other necessary document for the transfer to you any such estate and/or interest by way of security.
4. You may at any time at your absolute discretion and without giving any notice to us, refuse further credit to the Principal.
5. Upon acknowledgement of written notice by the guarantor(s) of written notice from us, we may revoke this guarantee but hereby acknowledge that any such revocation will only apply to the advance by you of the future credit to the Principal and that this Guarantee is for all other purposes irrevocable.
6. We jointly and severally agree that:
  - any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid,
  - we sign this guarantee both in our personal capacity and as the trustee of every trust of which we are now trustee or may become during the term of this guarantee,
  - any provision in this guarantee which is prohibited or unenforceable is to be severed only to the extent necessary to make the guarantee enforceable, and
  - In the event that we enter into the guarantee as the trustee of any current or future trust we do so with complete and valid authority pursuant to the relevant trust and hereby warrant that we have the power to grant security over any trust property.
7. We hereby acknowledge that we have read and understood the Principals trading terms with you. We understand that payment is due from the Principal to you by Nett 14 days from the date of statement. We understand that we have guaranteed the Principals performance of the agreement. In relation to both the terms and conditions of the provision of credit to the Principal and this guarantee we agree to indemnify you for all collection costs and/or commissions and/or disbursements and/or solicitor client costs which you may become liable for should the Principal fail to pay any amount which is subject to this Guarantee by the due date.
8. To enable proper assessment of this credit application and compliance with the relevant sections of the Privacy Act:
  - a. I/we acknowledge that certain items of information in this application may be disclosed to a credit reporting agency and authorise you to obtain consumer and/or commercial information permitted by the Privacy Act from a credit reporting agency and to use such information in order to assess this application for credit. This authority remains in force for the duration this credit contact if this application is approved.
  - b. I/we hereby authorise you to seek and obtain a credit worthiness check from the credit providers indicated in this application or named in my/our credit agency report.
  - c. Subject to the provisions of the Privacy Act, we acknowledge that certain information about my/our credit facility may be exchanged with other credit providers to assist with the management of my/our credit arrangements.

This \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_

**By the said Guarantor;**

Signature \_\_\_\_\_

Name \_\_\_\_\_

In the presence of:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Occupation \_\_\_\_\_

**By the said Guarantor;**

Signature \_\_\_\_\_

Name \_\_\_\_\_

In the presence of:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Occupation \_\_\_\_\_