



TRANSWEST FUELS
YOUR LOCAL FUEL CO.

Transwest Fuels Pty Ltd

ACN 161 266 664
ABN 74 161 266 664
PO BOX 1
WALCHA NSW 2354
accounts@transwestfuels.com.au

Credit Application and Conditions of Supply

Please complete all sections. Write "N/A" for any section which does not apply

NSW Phone: 1800 609 077
QLD Phone: 1800 609 213

Details

Registered Business Name:		ACN No.:	
("the Customer")			
Trading Name:	What date did the business begin?	ABN No.:	
Are you a:	<input type="checkbox"/> Private Company	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership
(please tick) <input type="checkbox"/>	<input type="checkbox"/> Public Company	<input type="checkbox"/> Trustee Company	<input type="checkbox"/> Retail Consumer
Delivery Address:			
Postal Address: (if different)			
Phone:	Fax:	Mobile Phone:	Accounts Contact Name:
		Purchasing Contact Name:	
Email Address:			
Preferred document distribution method: Email / Fax / Post (circle one)			

Names of Directors / Partners / Applicant

Name:	Title: (please circle) DIRECTOR PARTNER APPLICANT	Drivers Licence No.:
Address:		Phone:
		Mobile:
Name:	Title: (please circle) DIRECTOR PARTNER APPLICANT	Drivers Licence No
Address:		Phone:
		Mobile:
Have you or any of the Directors/Partners ever been part of bankruptcy proceedings or been associated as a manager, director or partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed? (Please tick) <input type="checkbox"/>		YES (if yes provide details)
		NO
Are your work premises owned or leased? (Please tick) <input type="checkbox"/>		OWNED
		LEASED

Trade References

1.	Phone:
2.	Phone:
3.	Phone:

Current fuel supplier:

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Director's Statement of Affairs (complete for all Directors/Partners/Trustees (in relation to trust assets)/Sole Trader

Full Name:	Full Name:	Full Name:	Full Name:
Date of Birth: / /			
Assets D Cash: \$ D Land & Buildings: \$			
Total Assets: \$	Total Assets: \$	Total Assets: \$	Total Assets: \$
Driver's licence no:	Driver's licence no:	Driver's licence no:	Driver's licence no:
Liabilities: D Bank loans: \$ D Other loans: \$			
Total Liabilities: \$	Total Liabilities: \$	Total Liabilities: \$	Total Liabilities: \$

Previous dealings with Transwest

Previous account name (if any):	Previous account number (if any):
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Account requirements (indicate your estimated monthly purchases)

Bulk Fuel Supply per month	\$
Lubricants Supply per month	\$
Fuel Card purchases from Transwest site per month	\$

Documents to be provided to Transwest Fuels (note only required for trading accounts over \$200,000)

Audited annual statements for last 2 years	<input type="checkbox"/> Provided/enclosed	<input type="checkbox"/> To be provided
Details of possible security for Transwest	<input type="checkbox"/> Provided/enclosed	<input type="checkbox"/> To be provided

Fuel card information

Details for card	Vehicle rego	Odo reading required (Y/N)	Card limit (monthly)	Card limit (daily)	Purchase options (tick one box)							
					All products & services	Any fuel or lubes	Diesel & Lubes only	Diesel only	Petrol & Lubes only	Petrol only	LPG only	

Agreed Terms Bulk Terms: On Invoice 7 Days from inv 14 days from inv As discussed with Transwest

Agreed Fuel Card Terms: 7 Days EOM 14 Days EOM As discussed with Transwest

The Customer in submitting this application agrees to be bound by Transwest's Terms and Conditions and Tranwest's Privacy Agreement as they are expressed overleaf, and/or as they are notified to the Customer in writing from time to time.

Please sign below Directors Others (eg Sole Traders/Partners) Trustee Authorised Officers

Signature	Print Name & Title / Date	Witness Signature	Print Witness Name
Signature	Print Name & Title / Date	Witness Signature	Print Witness Name

TERMS & CONDITIONS OF SALE AND AUTHORITY TO GIVE AND OBTAIN CREDIT INFORMATION

These are the terms under which Transwest Fuels Pty Ltd (“Transwest”) will supply goods to the Customer, and grant credit to the Customer

1. TERMS AND CONDITIONS FOR TRANSWEST'S CARD FACILITY AND BULK FACILITY

1.1. Acceptance of Application

- a. Transwest may accept or decline an Application (at its sole discretion) by a written notice to the Customer after the receipt of the correctly completed Application and all supporting information that may be requested by Transwest.
- b. If Transwest accepts an Application, Transwest agrees to provide the Customer with the Card Facility and/or Bulk Facility and the Customer agrees to be bound by these Terms and Conditions.
- c. In consideration of Transwest providing the Customer with the Card facility and/or Bulk facility, the Customer agrees to be bound by these standard Terms and Conditions.
- d. These Terms and Conditions include the Application, the Direct Debit service Agreement and the Deed of Guarantee Indemnity and Charge.

1.2. Term

These Terms and Conditions commence when Transwest accepts the Customer's Application and continue until terminated in accordance with clause 9.

1.3. Credit limit

The Customer must not exceed its Credit Limit

- a. Transwest may refuse to supply Products or Bulk Products or to process a Transaction for Services to the Customer/Cardholder in excess of the Customer's Credit Limit
- b. If a transaction or a delivery of any Bulk Products at any time results in the Customer exceeding its Credit Limit (“Credit Limit Exceedance”), the Customer/Cardholder must:
 - i. pay Transwest the amount of the Credit Limit Exceedance immediately in full; and
 - ii. if the Customer/Cardholder is not able to pay in accordance with sub-clause (a), immediately return any Products or Bulk Products which are capable of being returned in their original condition to Transwest or the Merchant.

1.4. Receipts

- a. Transwest will issue the Customer with a sales voucher or a delivery docket at the time of the Transaction or delivery.
- b. The Customer agrees that it is the Customer's/Cardholder's responsibility to ensure any sales voucher or delivery docket correctly records the type of the Product, Bulk Product or service, quantity, price and other details of the purchase.

1.5. Payment

- a. Transwest will issue a tax invoice to the Customer for all purchases and supplies made during the previous billing period and all fees, charges and moneys otherwise

due and payable to Transwest (“Due Amount”).

- b. The Customer must pay the Due Amount in full by within 7 days of the date of the invoice for bulk fuels and lubricants, within 7 days from end of month of the invoice date for card purchases.
- c. The payment of the Due Amount will be effected by direct debit from the Customer's nominated bank account (unless a different payment method is agreed in advance in writing between the Customer and Transwest) in accordance with the Direct Debit Service Agreement. The Customer agrees to be bound by the Direct Debit Service Agreement.
- d. If the Due Date falls on a non-business day, the payment of the Due Amount must be made:
 - i. if the payment is effected by direct debit, on the first business day after the Due Date; and
 - ii. if the payment is effected by any other payment method, on the business day preceding the Due Date.
- e. The Customer must make all payments due under these Terms and Conditions in full without deduction or set-off (equitable or otherwise).
- f. The Customer must notify Transwest of any dispute the Customer has with any invoice within 30 days from the date of the Customer's receipt of the tax invoice. Unless the Customer disputes the amount within the said 30 days the amount shall be taken to be accepted by the Customer due and payable to Transwest and not open to dispute or challenge.
- g. To the extent permitted by law, all money received by Transwest from the Customer will be applied in the manner and order determined by Transwest.

1.6. Default

- a. The payment is taken to be made on the date when Transwest receives cleared funds into its nominated bank account
- b. The Customer is in default if the full payment of the tax invoice is not made by or on the Due Date or if the payment subsequently dishonours.
- c. If the Customer is in default, in addition to any other right Transwest may have, Transwest may, at its discretion:
 - i. charge the Customer interest on the overdue amount at a rate of the then current National Australia Bank Corporation overdraft rate plus 2% per annum from the Due Date until Transwest receives the payment in full;
 - ii. immediately and without prior notice suspend the provision of either or both the Card Facility and or Bulk Facility to the Customer until the payment is made in full;
 - iii. review and adjust the Customer's Credit Limit as Transwest considers appropriate; and/or

- iv. terminate the provision of either or both of the Card Facility and/or Bulk Facility to the Customer immediately without prior notice.
- d. Transwest will endeavor to notify the Customer prior to the suspension or termination of the Card and or Bulk Facility if the Customer is in default, however, Transwest reserves the right to suspend or terminate the Card and/or Bulk Facility immediately and without prior notice.
- e. If the Customer is in default, the Customer will be liable to Transwest for the following:
 - i. the unpaid amount specified in the tax invoice;
 - ii. any new amount in respect of any purchases and/or fees incurred on the Account after the date of the latest tax invoice issued to the Customer;
 - iii. any interest on the unpaid amount and any new amount charged to the Customer under clause 6.3(a);
 - iv. if direct debit or other payment method is dishonoured, the Dishonour Fee; and
 - v. all costs and expenses, including full legal and administrative costs incurred by Transwest in attempting to enforce payment or otherwise incurred as a result of the Customer's default.

1.7. All such amounts are a debt incurred by the Customer to Transwest and must be paid within 3 business days after the Customer's receipt of a re-issued tax invoice from Transwest. However, the Customer agrees that if a tax invoice has previously been issued for any amount (such as an invoice for the unpaid amount), such invoice does not need to be reissued under this clause and that amount becomes immediately due and payable on the date of default.

- a. For the purpose of securing payment of all moneys due and payable to Transwest by the Customer arising from the use of the Card Facility and/ or Bulk Facility, the Customer:
 - i. agrees to deliver to Transwest, within 7 days of written demand, a signed mortgage, charge and or security interest in respect of the Customer's Property in a form acceptable to Transwest together with any documents required to obtain registration of the mortgage;
 - ii. charges to Transwest all its Property (wherever situated) to secure its obligations under these Terms and Conditions and authorises and consents to Transwest lodging a caveat, security interest under the PPSA, or any other similar document (in a form and subject to any conditions as

Transwest sees fit) upon the title or in relation to the Property in 5SBOTXFTUHT absolute discretion to give effect to these provisions; and

- iii. agrees that any and all charges described in this clause 8 should be taken to be a purchase money security interest for the purposes of the PPSA;
 - iv. consents to Transwest registering any and all charges described in this clause 8 on the personal property security register as a purchase money security interest;
 - v. acknowledges that the charges granted by the Customer under this clause 8 give Transwest a power of sale over all of the Customer's Property if the Customer is in default of these Terms and Conditions; and
 - vi. irrevocably appoints Transwest and persons nominated by Transwest separately as the attorney of the Customer with power to sign and lodge such caveat or other similar document to give effect to these provisions.
- b. Until such time as payment in full has been received by Transwest, title in the Products shall remain with Transwest (and Transwest shall be entitled to register this retention of title as a security interest under the personal property security register).

1.8. Risk

Risk in the Products and Bulk Products will pass to the Customer when the Products or Bulk Products have passed into the Customer's vehicle, tank or other storage equipment or when the Products or Bulk Products have been otherwise delivered and unloaded at the Customer's Site or when the convenience store goods have been taken out of the store.

1.9. Termination

- a. Transwest may terminate these Standard Terms and Conditions immediately by notice in writing to the Customer if:
 - i. the Customer breaches any obligation under these Terms and Conditions and fails to remedy the breach within 14 days after notice from Transwest to remedy the breach;
 - ii. the Customer breaches any obligation under these Terms and Conditions and the breach cannot be remedied;
 - iii. the Customer goes into liquidation, receivership, administration, bankruptcy, enters an arrangement or compromise with its creditors, has any form of insolvency administrator appointed to it or to any of its property or cannot pay its debts when they are due or where the Customer is a partnership, one or more partners become a bankrupt or the partnership is dissolved;
- iv. the Customer dies; or
- v. the Customer fails to purchase in any period any agreed minimum annual quantities of Products or Bulk Products.

C. Transwest may terminate these Standard Terms and Conditions immediately without prior notice to the Customer if:

- J. the Customer is in default, in accordance with clause 6.3(d); or
 - JJ. the Customer, in 5SBOTXFTUHT reasonable opinion, represents a credit risk to Transwest or may not be able to pay moneys owing or which may become owing by the Customer to Transwest as the payments become due.
- D. Either party may terminate these Terms and Conditions at any time by giving the other party 30 days written notice.

1.10. Effects of Termination

1.11. On termination of these Standard Terms and Conditions:

- a. without limiting in any way clause 6.5, all moneys owing to Transwest by the Customer immediately become due and payable without prejudice to any other right of Transwest;
- b. Transwest may take such action as it is entitled to take by law, and, for the purposes of the recovery of the Products or Bulk Products, enter any site where they are stored or where they are reasonably sought to be stored and take possession of them; and
- c. any right accrued prior to the termination remains unaffected.

1.12. Limitation of Liability

- a. Transwest will not, under any circumstances, be liable to the Customer, whether directly or indirectly for:
- b. the act or omission of the Merchants, the provision of or the quality or standard of the Services provided by any Merchant;
- c. any fault with any automatic or electronic facility used in connection with or to process the Card Facility;
- d. any fault with any Card (including PIN);
- e. any fault with the Customer's tanks, storage equipment, loading and unloading facilities, site or other delivery locations; or
- f. any third party claim arising out of supply of Products, Bulk Products or Services or the performance or non-performance of any obligations under these Standard Terms and Conditions.
- g. Transwest will not be liable to the Customer for any indirect or consequential loss, economic loss and/or loss of profit, income, business, production, reputation or goodwill.
- h. Any Transwest liability which may arise under these Terms and Conditions is limited to the maximum extent permitted by law.
- i. To the extent permitted by law, all express or implied warranties, conditions or representations relating to the Products or Bulk Products that are not contained in these Terms and Conditions are excluded. If any non-excludable condition or warranty is implied into these Terms and Conditions and such condition or warranty

is breached, the liability of Transwest in respect of such breach will be limited to (Transwest's option):

- i. replacement of the defective Products or Bulk Products or the supply of equivalent products; or
- ii. payment of the costs of replacing the defective Products or Bulk Products or of acquiring equivalent products.

1.13. Indemnity

The Customer shall indemnify and hold Transwest harmless against any claim, liability, cost or expense arising directly or indirectly out of:

- a. a breach by the Customer of any provision of these Terms and Conditions;
- b. storage, handling and dispensing of any Products or Bulk Products at the Customer's site or other premises;
- c. misuse, whether innocent or willful, by the Customer of any Card or the Card Facility or Bulk Facility.

1.14. GST

- a. Subject to as may otherwise be expressly stated, and subject to the provisions set out below, if any supply made under or in connection with these Terms and Conditions by one party ('Supplier') to the other party ('Acquirer'), is subject to GST, the payment for that supply will be increased by an amount equal to the GST payable.
- b. The Acquirer will not be obligated to make any payment for either the supply referred to in paragraph (a) or on account of the GST referred to in paragraph (a) until the Supplier has issued a tax invoice to the Acquirer for the supply to which the payment relates.
- c. If a payment made by one party to the other party is a reimbursement or indemnification of a cost, expense, loss or liability incurred by that other party, the payment shall be reduced by an amount for which that party is entitled to an input tax credit.
- d. Words or expressions used in this clause, which are defined in A New Tax System (Goods and Services Tax) Act 1999, have the same meaning.

1.15. Privacy Notice and Agreement

The Privacy Agreement set out in the Application is expressly incorporated into these Terms and Conditions.

1.16. Notice

- a. Card Facility

All notices must be in writing and must be delivered, mailed or sent by facsimile or e-mail:

- i. to Transwest using the Contact Details in clause 18; and
- ii. to the Customer, using the Customer's contact details as nominated in the Application or as otherwise advised by the Customer in writing.

b. Bulk Facility

All notices must be in writing and must be delivered, mailed or sent by facsimile:

- i. to Transwest, using the Contact Details in clause 24; and
 - ii. to the Customer, using the Customer's contact details as nominated in the Application or as otherwise advised by the Customer in writing.
- c. The notice will be deemed served when, if delivered, on delivery; if sent by mail, two business days after the date on which the notice was posted; and if sent by facsimile, on confirmation of the successful transmission of all pages and, if sent by e-mail, on the receipt of the e-mail by the recipient's computer network.

1.17. Force Majeure

- a. Transwest will not be responsible for failure or for any losses resulting out of the failure to supply or deliver any products or Bulk Products caused by force majeure, including:
 - i. partial or total interruption of transport, fires, strikes, differences with workmen, armed conflict, terrorism, interference of civil or military authority;
 - ii. curtailment, failure or cessation of supplies of crude oil or any of the products from Transwest's existing, future or contemplated sources of supply;
 - iii. any breakdown of plant, machinery or equipment owned or operated by Transwest necessary for the production of Products or Bulk Products or any planned or unplanned shutdown of any refinery used by Transwest;
 - iv. Court orders, Government policy or orders including price controls, levies, premiums or surcharges, requirement, request or allocation program;
 - v. embargoes or other import or export restrictions or any causes that in the opinion of Transwest's are beyond its control; or
 - vi. anything falling under the general meaning of force majeure or the matters specified in this clause, that

would in the reasonable opinion of Transwest make the performance of these Terms and Conditions uneconomic to Transwest.

- b. If for any such cause Transwest is unable to supply any of the Product or Bulk Products its obligations under these Terms and Conditions shall be deemed suspended for the period of inability. In the event of a shortage of such Products or Bulk Products, Transwest may, without being deemed to be in breach of these Terms and Conditions, ration or apportion its available supplies among such of its Customers as it may, in its absolute direction, deem desirable during the period or periods of shortage.

1.18. Miscellaneous

- a. The Customer must notify Transwest in writing of any change in the Customer's contact details or other details within 2 business days of any such change.
- b. Transwest may:
 - i. vary any material provision of these Terms and Conditions at any time by giving not less than 30 days prior written notice; and
 - ii. vary any non material provision to these Terms and Conditions at any time without giving the Customer prior notice. Any new version of the varied Standard Terms and Conditions will be available on 5SBOTXFUHT public website for the Customer's information.
- c. These Terms and Conditions will be governed by the laws of the New South Wales.
- d. These Terms and Conditions constitute the entire agreement between the parties concerning the subject matter of the agreement and any previous agreement, understanding and negotiations on the subject matter are excluded.
- e. Transwest may assign and/or subcontract its rights and obligations under these Terms and Conditions without notice at any time.
- f. The Customer may not assign or otherwise dispose of its rights and obligations under these Terms and Conditions without prior written consent from Transwest.
- g. Any waiver by Transwest of any rights under these Standard Terms and Conditions will not constitute a general waiver of those or other rights.
- h. In the case of accounts opened in the name of two or more people, each party is jointly and severally liable to pay that account.
- i. The Customer agrees that it will use Transwest's goods and services wholly or predominantly for business purposes and that the unfair contracts provisions of the competition and consumer act 2010 (ctn) do not apply to these terms and conditions.

2. Card Facility

These Terms and Conditions apply to customers who use the card facility.

2.1. Contact Details

As advised on Transwest's website.

2.2. Purchase

- a. Transwest agrees to provide the Customer with the Card Facility for the purpose of purchasing some or all of Products and Services from Transwest.
- b. The Customer agrees that the Card Facility must be used by the Customer wholly or predominantly for business purposes.
- c. The Customer must pay the price charged by Transwest for Products and Services at the time of the Transaction, unless different prices are agreed in advance between the Customer and Transwest in writing.

- d. In addition to the price for Products and Services, the Customer must pay:

- i. any duties, taxes, government charges, levies and other imposts presently or in the future being levied by any government or regulatory authority on any of the Products or Services, or the price of any of the Products or services, in the amounts applicable from time to time;
- ii. any costs incurred by Transwest in order to comply with the present and/or future requirements of any government or regulatory authority, including any requirements relating to pollution, carbon, missions and greenhouse gases (including reporting requirements, the holding of permits and the holding of off-set credits), to the extent such costs increase the cost of any Products or Services or the cost of production or delivery of any of the Products or Services.
- iii. a Card Fee as agreed between the Customer and Transwest;
- iv. a Transaction Fee as agreed between the Customer and Transwest;
- v. any Card reissue fee, if Transwest reissues any Card to the Customer, unless otherwise agreed in advance between the Customer and Transwest;
- vi. any Surcharge; and
- vii. GST, where applicable.

- d. Transwest will charge all amounts due for the purchases of Products and Services

2.3. Use Of The Card

- a. Transwest may issue any Cards to the Customer for the persons or vehicles nominated in the Application.
- b. The Customer, as the Card Facility holder, is fully responsible for the use of the Cards by any of the Cardholders, including the use of PINs.
- c. The Cardholder must provide the Card to Transwest at the time of the Transaction.
- d. The Customer may only use the Cards which are valid and, subject to earlier suspension and ruminantion, only until the expiry date shown on the Card. The Customer shall be fully responsible for any purchases, fees and charges incurred on expired, suspended or otherwise invalid Cards.
- e. All Cards remain the property of Transwest at all times. Transwest may, at any time, cancel or require the Customer to return or destroy any Card. Where the Customer is not otherwise in breach of these Terms and Conditions, Transwest will reissue a replacement Card to the Customer as soon as practicable.
- f. The Cards may not be used to obtain cash, cash equivalent of a Product or Service.
- g. The Card may be issued with Purchase Limits as requested in the Application or otherwise notified by Transwest to the Customer. It is the Customer's responsibility to ensure that the

Cardholders do not exceed the Purchase Limits. The Customer is responsible for any purchase in excess of the Purchase Limits, regardless of whether the extension of the Purchase Limit is approved by Transwest at the time of the Transaction. Transwest may refuse to supply any Products or Services to the Customer/Cardholder in excess of the Purchase Limit ("Purchase Limit Exceedance"). In this case, the Customer/Cardholder must pay Transwest the amount of the Purchase Limit Exceedance immediately in full. If the Customer/Cardholder is unable to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to Transwest.

2.4. PINs and Identity Verification

Transwest is able to issue Personal Identification Number ("PIN") activated Cards, with the PIN to be chosen by the Customer. Where a Card is PIN activated, the Customer/Cardholder must use the PIN for all electronic Transaction. Transwest will not accept/ process any electronic Transactions where a Card is PIN activated and the Cardholder fails to enter the correct PIN at the time of the Transaction. In this case, the Customer/Cardholder must pay to Transwest the amount payable in respect of the Products and/ or Services, which have been supplied or performed, immediately in full. If the Customer/Cardholder is unable to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to Transwest.

2.5. Lost, Stolen Cards and Cancellation of Authority to Use

- a. If any Card is lost, stolen, misused, no longer required by the Customer, or the Customer wishes to withdraw the authority of the Cardholder to use the Card, the Customer must notify Transwest on contact details provided in accordance with clause 18.
- b. The Customer is fully liable for any purchases, losses, costs, expenses or claims arising out of any use of a Card, whether authorized or unauthorized, up to and including the day that Transwest receives a notice from the Customer strictly in accordance with clause 22.1.

2.6. Odometer Readings and Registration

- a. The Customer acknowledges that odometer readings are recorded purely for reporting purposes and Transwest takes no responsibility for their administration or accuracy.
- b. If a Card is set up to require an odometer reading, the Cardholder is responsible for entering a correct odometer reading at the time of the Transaction.
- c. If the Cardholder fails to enter an odometer reading or enters an incorrect odometer reading the electronic Card processing system will still accept the Card and process the transaction. Transwest is not liable for any loss, cost, expense or claim arising out of any failure of or error relating to odometer readings.

- d. The Customer agrees that Transwest is not able to verify the accuracy of odometer readings entered by the Cardholder.
- e. The Customer agrees that Transwest is not able to verify the accuracy of motor vehicle registration at the time of the Transaction. The Customer agrees that motor vehicle registrations is not a form of verification for the Card or in relation to any Transaction. Transwest relies on the Customer for the provision of correct motor vehicle registration numbers in connection with any Card, Transwest does not verify the registration numbers' accuracy or correctness.

3. BULK FACILITY

These Terms and Conditions apply to Customers who use the Bulk Facility.

3.1. Contact Details

As advised by Transwest to the Customers from time to time.

3.2. Purchases

- a. Transwest agrees to provide the Customer with the Bulk Facility for the purposes of purchasing some or all of Bulk Products from Transwest on credit.
- b. 25.2 The Customer agrees that the Bulk Facility must be used by the Customer wholly or predominantly for business purposes.

3.3. Prices

- a. The Customer must pay the prices which are charged by Transwest for Bulk Products.
 - i. which are delivered to the Customer, at the time of the delivery;
 - ii. which are picked up by the Customer from Transwest's premises, at the time of the pickup; or
 - iii. when different prices have been agreed in advance between the Customer and Transwest in writing, those agreed prices.
- b. In addition to the prices for Bulk Products, the Customer must pay:
 - i. any duties, taxes, government charges, levies and other imposts (including import and excise costs, custom duties and sales tax) presently or in the future being levied by any government or regulatory authority on any of the Bulk Products, or the price of any of the Bulk Products, in the amounts applicable from time to time;
 - ii. any costs incurred by Transwest in order to comply with the present and/ or future requirements of any government or regulatory authority, including any requirements relating to pollution, carbon, emissions and greenhouse gasses (including reporting requirements, the holding of permits and the holding of off-set credits), to the extent such costs increase the cost of any Bulk Products or the cost of production or delivery of any of the Bulk Products;

- iii. delivery charges applicable at the time of delivery. Transwest may change its delivery charges at any time without notice to the Customer; and
- iv. GST, where applicable.

- c. Transwest will charge all amounts due for the purchase of Bulk Products to the Customer's Bulk Account.
- d. The Customer must not on-supply or resell the Bulk Products without Transwest's prior written consent. If the Customer on-supplies or resells any of the Bulk Products, Transwest may, without prejudice to any other entitlements it may have as a consequence, change the price for all or any of Bulk Products supplied to the Customer to a price charged or chargeable from time to time in relation to equivalent products by a reseller operating from premises nearest the relevant location/s.

3.4. 27. Delivery

- a. Transwest is not obligated to deliver Bulk Products to the Customer at locations other than the Customer's site nominated for delivery in the Application, or as otherwise may be agreed by Transwest.
- b. Subject to clauses 10.3.c., Transwest will deliver Bulk Products to the Customer either in agreed quantities or in accordance with the Customer's Order, as the case may be.
- c. Transwest is not obligated to supply any Bulk Products to the Customer in any one calendar month in quantities in excess of 5% above the Customer's average monthly requirements for the period of either proceeding 12 months or the number of months from the beginning of the Bulk Facility, whichever is the shorter.
- d. The Customer must make available safe and unrestricted access for delivery at the Customer's site.
- e. The Customer:
 - i. is fully responsible for the condition, reliability and safety (including environmental safety) of its tanks and other Bulk Products storage equipment;
 - ii. without limiting paragraph (a), must ensure that its tanks and other Bulk Products storage equipment comply with all relevant Laws and that adequate environmental protection systems are in place to prevent migration of any Bulk Products (including bunding, oily water separation systems, fire extinguishers and spill kits); and
 - iii. must immediately notify Transwest in writing of any faulty tanks or other Bulk Products storage equipment, in which case Transwest will not be obliged to deliver Bulk Products to the Customer until such fault is rectified.
- f. At the commencement of the Bulk Facility the Customer must certify to Transwest in writing that Proper Procedures have been adopted for handling, storing and monitoring Bulk Products in the Customers' tanks and other storage equipment ("Certificate"). "Proper Procedures" mean

procedures which, having regard to the nature of the product being handled and stored, its propensity to cause harm to health, safety or the environment and relevant legislation and industry codes, a reasonable person would consider appropriate.

- g. Whether or not the Customer provides Transwest with the Certificate, Transwest will not be responsible for any leakage from any of the Customer's tanks or other storage equipment, nor any associated environmental damage, except to the extent of Transwest's negligent act or omission, and the Customer agrees to indemnify Transwest against all actions, claims, costs, expenses, and other liability in relation to such leakage or environmental damage.
- h. Written notice of any claim for any defect in quality or shortage in quantity in relation to any of the Bulk Products must be given by the Customer to Transwest within two (2) business days after receipt of the Bulk Product for which the claim is made. The notice must state the nature of the defect or deficiency and indicate where and when Transwest may inspect the Bulk Product. Any inspection by Transwest for the purpose of this clause shall not of itself be construed as an acceptance by Transwest of the Customer's claim.
- i. The Customer must:
- comply with all Laws in relation to the handling, storage and transport of Bulk Products;
 - without limiting paragraph (i), ensure that the Customer's actions and the Customer's delivery requirements under any Order or otherwise, do not encourage or require any driver assigned to carry out any delivery to:
 - exceed permitted driving hours;
 - fail to have minimum rest periods;
 - exceed the speed limit;
 - carry Products that exceed vehicle dimension limits;
 - carry Products that cause vehicle mass limits to be exceeded;
 - carry any Products on 5SBOTXFTUHT behalf that are not appropriately secured;
 - work from a dangerous height; or
 - any other breach of any Laws.
- a. The Customer agrees to provide Transwest with unrestricted access to the Customer's site from time to time to conduct an audit of the Customer's compliance with this clause 27 and Transwest is not obliged to deliver Bulk Products to the Customer until any identified faults are rectified.
- b. If the Customer is unable to accept delivery in accordance with the Customer's Order or other notified requirements, then the Customer must pay a Redirection Fee to Transwest.

4. DEFINITIONS

Definitions apply to the Card Facility and Bulk Facility.

"Accounts" means the account opened by Transwest for the Customer to operate either or both of the Card Facility and/or Bulk Facility;

"Application" means a credit application provided by Transwest which the Customer must complete to make an application to Transwest for the supply of Products and Services on credit;

"Bulk Facility" means the facility to purchase Bulk Products on credit;

"Bulk Products" means Petroleum Products and Lubricants which the Customer purchases in bulk; "Transwest" means Transwest Fuels Pty Ltd ACN , its subsidiaries, related or associated companies;

"Card" means a Card issued to the Customer under the Card Facility;

"Card Fee" means a monthly fee (inclusive of GST) for each Card as notified by Transwest to the Customer, except where otherwise agreed between Transwest and the Customer;

"Credit Limit" means the amount notified to the Customer by Transwest from time to time as the maximum amount allowed for purchases of Products and Services by the Customer on its Account;

"Customer" means the "Applicant" in Application;

"Deed of Guarantee, Indemnity and Charge" means a deed which is signed by the Customer's guarantor as a part of these Terms and Conditions where relevant;

"Direct Debit Service Agreement" means the agreement regarding the direct debit method of payment available on Transwest website;

"Dishonour Fee" is a fee Transwest charges when the Customer's payment is dishonoured by the Customer's financial institution;

"Due Date" means the date, as agreed between the Customer and Transwest, by which the amount of the tax invoice must be paid in full, or, if no date has been agreed, the 21st day of the month following the month in which purchases have been made;

"GST" means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999,

"Lubricants" means all lubricating oils, greases, brake fluids, coolants, fuel performance additives and degreasers manufactured or marketed (or both) by or on behalf of Transwest;

"Laws" means the requirements of all statutes, rules, regulations, proclamations, awards, ordinances, bylaws or Australian Standards, present or future, and whether territory, state, federal or otherwise;

"Merchant" means an authorized supplier of some or all Products and Services and who may accept Cards;

"Order" means wither a one off or a periodic order from the Customer for the delivery of

"Petroleum Products" means petrol, diesel, liquefied petroleum gas and any other products which may be used in propelling motor vehicles and which are marketed by or on behalf of Transwest;

"Products" means Petroleum Products, Lubricants and convenience store goods;

"PPSA" means the *Personal Property Securities Act 2009* (Cth).

"Property" means all property of the Customer, now or into the future, wherever situated, including without limitation all real and personal property, business and trading assets, stock, choses in action, goodwill and uncalled capital and called but unpaid capital from time to time;

"Purchase Limit" means a daily and/ or monthly dollar, volume or transaction type limit;

"Redirection Fee" means the amount determined by Transwest (acting reasonably) equivalent to the cost to Transwest of the Customer not accepting delivery of Products, including administrative, transport and storage costs;

"Services" means vehicle maintenance, repairs and other services which may be provided by Transwest to the Customer;

"Card Facility" means the facility to purchase Products and/or Services on credit using the Card.

"Surcharge" means a fee determined by Transwest from time to time and charged by Transwest to the Customer;

"Transaction" means a purchase transaction for which a Card is used by a Cardholder to purchase Products and/or Services;

"Transaction Fee" Means an additional amount (fee) (inclusive of GST) paid by the Customer each time the Customer makes a Transaction, as notified by Transwest to the Customer, except where otherwise agreed between Transwest and the Customer.

5. INTERPRETATION

Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all gender includes all genders, reference to "person" includes a natural person, company, body corporate or other form of legal entity, and reference to "including" and "includes" is to read as if followed by "without limitation".

PRIVACY AGREEMENT

Transwest Fuels Pty Ltd (**Transwest**) needs to collect Personal Information about the Applicant (“you”), for the purpose of your credit application. If Transwest cannot collect this information, it may be unable to process your application. Transwest respects your privacy and will only use or disclose personal information in accordance with the *Privacy Act 1988* (Cth). You can access your personal information in accordance with the *Privacy Act 1988*. To request access, ask a privacy-related question or get a copy of Transwest’s Privacy Policy, Please write to: The Privacy Compliance Officer, Transwest Fuels Pty Ltd, PO BOX 1 Walcha NSW 2354

“Personal Information” means information about you collected by Transwest in this Application form and from other sources, including information about you, your financial circumstances, credit worthiness, credit history, credit standing and credit capacity.

By submitting this Application, you agree that, subject to the Privacy Act 1988, Transwest may:

- . disclose Personal Information to Transwest’s associated entities or third parties engaged to provide services to Transwest;
- . obtain credit reports about you from credit reporting agencies to assess your application for commercial credit or to collect overdue payments from you;
- 3. obtain and verify personal information about you from motor vehicle or land title registry or from a business that provides commercial credit worthiness information;
- . provide to and exchange your personal information with any other person whose name you can give to Transwest in connection with your credit Application or facility;
- . provide to and exchange your Personal Information with any Transwest’s collection agents if you default on your credit obligations;
- . disclose your Personal Information to credit reporting agencies before, during or after providing credit to you. This includes, but is not limited to:
 - a. identity particulars such as name, sex, address (and the previous two addresses), date of birth, employer and drivers license number;
 - b. the fact that you have applied for credit and the credit limit/amount, and that Transwest is a credit provider to you;
 - c. advice about payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue or in collection);

- d. advice that cheque(s) drawn by you which are more than \$100 has been dishonored;
- e. the fact that you have committed a serious credit infringement; and
- f. the fact that credit provider to you has been discharged.
- . exchange you Personal Information with another credit provider who is named in your Application or a credit report issued by a credit reporting agency or who proposes to provide credit to you. This is for purpose including but not limited to:
 - a. assessing your credit worthiness, this Application and any subsequent application by you for personal or commercial credit;
 - b. assisting you to avoid defaulting in your credit obligations;
 - c. assisting your position if you fall into arrears;
 - d. notifying other credit providers of your default;-exchanging information about your credit obligations with other credit providers; and
 - e. administrating your credit facility.
- 8. You also agree that, when, for the purpose of your credit Application, you provide Transwest with personal information about another person, you must, prior to providing such information, inform that person that:
 - a. you intend to provide his/her personal information to Transwest for the purpose of you credit Application;
 - b. without that information; Transwest may not be able to process your Application; that information may be disclosed by Transwest in accordance with the foregoing provisions; and

- c. that person can access the information about him/her held by Transwest by writing to the Privacy Compliance Officer at the address above.
- 9. You also agree that Transwest may:
 - a. use you Personal Information to send you marketing material and offers about products and services supplied by third parties. If you so not wish to receive this material, please write to Tranwest’s Privacy Compliance Officer at the address above;
 - b. monitor and record your telephone conversations with Transwest’s staff for training, recording and service quality control purposes; and
 - c. provide Personal Information, as reasonably necessary, to a likely or actual buyer of the whole or part of Transwest’s business.

APPLICANT’S ACKNOWLEDGEMENT

The Applicant acknowledges that he/she/it has reviewed Transwest’s Terms and Conditions (annexed) prior to the signing of this Application.

The person(s) signing this Application warrants that he/she/they have read and fully understand Transwest’s Terms and Conditions and that:

- . He/she/they have the authority to sign on behalf of and to bind the Applicant;
- 3. The information provided on behalf of the Applicant and any signatory is true and correct in every detail;
- . He/she/they agree to provide such updated and regular financial and trading information as Transwest may require from time to time;
- . He/she/they will indemnify Transwest in respect to any claims or actions against Transwest or losses suffered by Transwest in connection with obtaining or providing information concerning the Applicant; and
- . He/she/they agree to the above conditions regarding the Transwest’s use and disclosure of personal information.

SIGNATURES

Signed on behalf of the Applicant by (*Please Tick*): Directors Others (*eg Sole Traders/Partners*) Trustee Authorised Officers

PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED

..... Signature	..... Signature	..... Signature	..... Signature
..... Print Name	..... Print Name	..... Print Name	..... Print Name
..... Print Title	..... Print Title	..... Print Title	..... Print Title
..... Date	..... Date	..... Date	..... Date

DEED OF GUARANTEE AND INDEMNITY

THIS IS A LEGAL DOCUMENT. IF YOU ARE UNSURE OF ITS MEANING AND EFFECT THE COMPANY STRONGLY RECOMMENDS THAT YOU SEEK INDEPENDENT LEGAL AND OTHER APPROPRIATE ADVICE BEFORE YOU SIGN THIS DOCUMENT.

To: Transwest Fuels Pty Ltd ACN 161 266 664

In consideration of Transwest doing any one or more of the following, at the request of the Guarantor, for the business purposes of the Customer:

1. providing or containing to provide Goods, or
2. giving credit to the Customer, or
3. not commencing or not continuing legal action against the Customer

The Guarantor enters this Deed and agrees to perform his, her or its obligations under this Deed.

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this deed, unless the context requires otherwise:

“Credit Application” means the Credit Application annexed to this Deed and executed on or about the date of this Deed.

“Customer” means the applicant set out in the Credit Application.

“Deed” means this Deed of Guarantee, Indemnity and Charge.

“Goods” means all goods, produce, products, merchandise and services which have been supplied or which may be supplied in the future at the Customer’s request on credit extended by Transwest to the Customer.

“Guarantor” means any person or company or other body set out in the Credit Application as the Customer’s guarantor or other person signing or purporting to sign this Deed as Guarantor and that person’s personal representative

“Transwest” means Transwest Fuels Pty Ltd ACN 161 266 664 and its associated and related companies and successors or assigns.

“Law” includes common law, principles of equity and any requirements of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

“Money” means all moneys which are now payable or which may become payable in the future (whether contingently or otherwise) by the Customer to Transwest for any reason, whether alone or jointly with another person. The term includes, without limitation, money owed by the Customer for the supply of Goods, all money Transwest pays or becomes liable to pay at the request of the Customer (including loans), amounts or obligations assigned to Transwest before or after the date of this Deed and all losses and expenses (including taxes, fees, charges, interest and legal costs on a full indemnity basis) arising directly or indirectly from any dealing or default by the Customer or by the Guarantor or otherwise incurred by Transwest in connection with entering, enforcing or terminating this Deed.

“Personal Information” has the meaning given to it in the Privacy Act.

“Personal Information about the Guarantor” means Personal Information (if any) about the Guarantor collected by Transwest in connection with this Deed that includes but is not limited to information about the Guarantor’s financial circumstances, credit worthiness, credit history, credit standing and credit capacity.

“PPSA” means the *Personal Property Securities Act 2009* (Cth).

“Privacy Act” means the *Privacy Act 1988* (Cth).

“Property” means all property of the Guarantor, now and in the future, wherever situated, including without limitation all real and personal property, business and trading assets, stock, choses in action, goodwill and uncalled capital and called but unpaid capital from time to time.

1.2. Interpretation

In this Deed “includes” and “including” are not words of limitation; the singular includes the plural and vice versa; a gender includes all gender; and “person” includes an individual, a body corporate, a partnership or any unincorporated association.

2. GUARANTOR OBLIGATIONS

The Guarantor agrees:

- a. to unconditionally and irrevocably guarantee and be responsible for the due and punctual payment of the Money by the Customer and observance of all of the terms and conditions contained herein (and in the Credit Application), notwithstanding that at times there may be no Money owed by the Customer to Transwest or any Guarantor’s obligations;

- b. to pay the Money to Transwest on demand without set-off, counterclaim or deduction (equitable or otherwise);
- c. to waive any rights the Guarantor has of first requiring Transwest to enforce any other right or power against the Customer or to claim payment from the Customer or any other person before claiming from the Guarantor under this Deed;
- d. that Transwest may at any time in its discretion and without giving any notice to the Guarantor refuse to provide further goods to the Customer;
- e. that where the Guarantor consists of more than one person, this Deed is enforceable against all persons signing as Guarantor together and against each Guarantor separately;
- f. that where the Guarantor has the right to prove in any insolvency administration of the Customer or another guarantor of the Customer's obligations or to claim an amount from the Customer obligations or to claim an amount from the Customer or another guarantor of the Customer's obligations under a right of indemnity, the Guarantor may do so only with Transwest's consent and must hold any dividends received on trust for Transwest;
- g. that the Guarantor will provide Transwest with information concerning the Guarantor's financial position, business, assets and (where the Guarantor is a company) its shareholders and any person or entity related to or associated with the Guarantor as may be reasonably required by Transwest from time to time; and
- h. Indemnify Transwest and keep it indemnified from and against loss, damages, costs, and expenses incurred by Transwest as a result of any breach or non performance of the Customer's obligations under the Credit Application.

3. GUARANTOR ACKNOWLEDGEMENT

The Guarantor acknowledges and agrees that:

- a. it has read and understood this Guarantee;
- b. Transwest has afforded it full and unrestricted opportunity to seek independent legal advice on the Guarantor's obligations under this Deed prior to signing this Deed and has strongly recommended that it obtain independent legal advice;
- c. it has not relied upon any representation made by Transwest's servants in agreeing to guarantee the obligations owed by the Customer to Transwest;
- d. it has made its own enquiries of the Customer regarding the Customer's past and prospective dealings with Transwest and is satisfied as to the extent of its obligations as Guarantor under this Deed;
- e. Transwest is under no obligation to notify the customer of any changes to Transwest's trading terms or dealings with the Customers, even if these changes increase the Guarantor's liability under this Deed;
- f. This Deed is continuing guarantee to Transwest for the Money;
- g. Transwest is not obligated to make any demand of the Customer or claim on any other security before requesting payment of the Money by the Guarantor;
- h. Transwest's right under this Deed are not affected by any act or omission by Transwest or by anything else that may affect those rights at Law or otherwise, including:
 - i. the variation of replacement of Transwest's agreement with the Customer;
 - ii. arrangements Transwest makes with the Customer such as releases or time concessions;
 - iii. the fact that Transwest releases, loses the benefit of, does not obtain or fail to register any security;
 - iv. the fact that Transwest releases any other guarantor of the Customer's obligations;
 - v. the fact that the obligations of another guarantor of the Customer's obligations may be unenforceable or that another guarantor has failed to effectively guarantee the Customer's obligations;
 - vi. any legal limitation, disability, incapacity or other fact (actual or asserted) relating to the Customer, the Guarantor or any other person (irrespective of whether Transwest had or should have had knowledge of that fact); and
 - vii. any fact which could or might have the effect of prejudicing or discharging the Guarantor's liability under this Deed;
 - viii. this Deed is enforceable jointly and severally against each person signing as Guarantor;
- i. Transwest may at any time release or discharge any Guarantor from the Guarantor's obligations under this Deed or grant time to pay or other indulgence, accept a composition from or enter other arrangements with the Customer or any Guarantor, delay or make mistakes or omissions without affecting the liability of any other Guarantor under this Deed;
- j. any payment which is made by or on behalf of the Customer and which is later avoided by the application of any Law shall be deemed not to discharge the Customer's indebtedness or the Guarantor's liability and in such a case, the parties are restored to the position which each respectively would have had if the payment had not been made;

- l. the Guarantor's obligations under this Deed are valid and binding, that if the Guarantor is a corporation it benefits under this Deed, that the Guarantor is solvent and does not enter this Deed in the capacity of trust or settlement; and
- m. the Guarantor will not be entitled to the discharge of any security which secures the Guarantor's obligation under this Deed until all money has been paid to Transwest and the Guarantor has provided evidence to Transwest's reasonable satisfaction that no further Money will become owing.

4. INDEMNITY

- a. the Guarantor indemnifies Transwest from and against any and all losses and expenses of any nature (including stamp duty if any legal costs on a full indemnity basis) which arise in any way out of Transwest's dealings with the Customer or the Guarantor, including losses and expenses incurred if the Customer or the Guarantor does not, is not obliged to or is unable to pay the Money to Transwest when due or in connection with any person exercising rights under this Deed.
- b. It is not necessary for Transwest to incur expense before a right of indemnity under this Deed.
- c. The Indemnity in clause 4(a) is a continuing obligation, independent of the Guarantor's other obligations under this Deed.

5. CHARGE

For the purpose of securing payment of Transwest of the Money, the Guarantor:

- a. agrees to deliver Transwest, within seven (7) days or written demand, an executed mortgage and/or security interest in respect of any of the Guarantor's Property in a form acceptable to Transwest together with any documents required to obtain registration of the mortgage;
- b. charges to Transwest all its Property (wherever situated) to secure its obligations under this Deed and authorizes and consents to Transwest lodging a caveat, security interest under the PPSA or other similar document to give effect to this Deed;
- c. agrees that any and all charges described in this clause 5 should be taken to be a purchase money security interest for the purposes of the PPSA;
- d. consents to Transwest registering any and all charges described in this clause 5 on the personal property security register as a purchase money security interest;
- e. acknowledges that the charges granted by the Guarantor under this clause 5 give Transwest a power of sale over all of the Guarantor's Property if the Guarantor is in default of this Deed; and
- f. irrevocably appoints Transwest and persons nominated by Transwest separately as the attorney of the Guarantor with power to sign and lodge such caveat, security interest or other similar document to give effect to this Deed.

6. MISCELLANEOUS PROVISIONS

- a. If any provision of this Deed is or becomes void or unenforceable, it may be deleted from this Deed without any effect on the validity of the remainder of this Deed.
- b. This Deed (and the Guarantor's guarantee and indemnity under this Deed) shall not be affected by any laches, acts, omissions or mistakes on the part of Transwest.
- c. A certificate signed by a Director, Secretary or other officer of Transwest shall be prima facie evidence of the amount of the Money owed by the Customer or Guarantor (or both) at that time.
- d. Each party agrees to promptly do all things reasonably necessary or desirable to give full effect to this Deed and the transactions contemplated by is, including obtaining consents and signing documents.
- e. Time is of the essence of this Deed.
- f. Transwest may assign or otherwise deal with its rights under this Deed in any way it considers appropriate in its absolute discretion.
- g. If any provision of this Deed is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed without affecting the validity or enforceability of the remaining provisions of this Deed.
- h. This Deed (and the Guarantor's guarantee and indemnity under this Deed) shall continue to be binding upon the Guarantor notwithstanding:
 - i. the death, bankruptcy, insolvency or liquidation of the Customer, the Guarantor, or any one of them;
 - ii. any change or alteration in the ownership of financial position of the Customer or the Guarantor (or any one of them); or

- iii. the happening of any thing or event which under the law, but for this provision, would have the effect of releasing the Guarantor from this Deed or of terminating this Deed.
- i. In the event that any part of this Deed is severed then the Guarantor shall not be entitled to rely on or claim the benefit of any such severance.
- j. This Deed will be governed by the laws of the New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

7. PRIVACY

- a. Transwest needs to collect Personal Information about the Guarantor for the purpose of this Deed. If Transwest cannot collect this information, it may be unable to process the credit application by the Customer. Transwest will only collect, use and disclose Personal Information about the Guarantor in accordance with the Privacy Act.
- b. The Guarantor can access Personal Information about the Guarantor held by Transwest in accordance with the Privacy Act. To request access, as a privacy-related question or request a copy of Transwest's Privacy Policy Statement, the Guarantor must write to the Privacy Compliance Officer, Transwest Fuels Pty Ltd, PO BOX 1 Walcha NSW 2354.
- c. The Guarantor agrees that, subject to the Privacy Act, Transwest may:
 - i. disclose Personal Information about the Guarantor to Transwest's Fuels associated entities or third parties engaged to provide services to Transwest;
 - ii. obtain credit reports about the Guarantor from credit reporting agencies to assess the Customer's application for commercial credit or to collect overdue payments from the Guarantor;
 - iii. obtain and verify Personal Information about the Guarantor from a motor vehicle or land title registry or from a business that provides commercial credit worthiness information;
 - iv. provide to and exchange Personal Information about the Guarantor with any person whose name the Guarantor provides to Transwest;
 - v. provide to and exchange Personal Information about the Guarantor with Transwest's collection agents if the Guarantor defaults on its obligations under this Deed;
 - vi. disclose Personal Information about the Guarantor to credit reporting agencies. This includes, but is not limited to:
 - (A) identity particulars - name, sex, address (and the previous two addresses), date of birth, employer and drivers license number;
 - (B) the fact that the Guarantor is a guarantor under this Deed;
 - (C) advice about payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue);
 - (D) advice that a cheque(s) drawn by the Guarantor which is for an amount greater than \$100 has been dishonored;
 - (E) the fact that the Guarantor has committed a serious credit infringement; and
 - (F) the fact that this Deed has been discharged;
- d. exchange Personal Information about the Guarantor with another credit provider who is named in the credit application of the Customer or a credit report issued by a credit reporting agency or who provides credit to the Customer or who is a beneficiary of a guarantee by the Guarantor. This is for purposes including but not limited to:
 - i. assessing the Guarantor's financial position in connection with giving the guarantee under this Deed;
 - ii. assisting the Guarantor to avoid defaulting in the Guarantor's obligations as guarantor;
 - iii. assessing the Guarantor's position if the Guarantor falls into arrears;
 - iv. notifying other credit providers of the Guarantor's default;
 - v. exchanging information about the Guarantor's obligations as guarantor with other credit providers; and
 - vi. administering this Deed;
- e. The Guarantor agrees that, when the Guarantor provides Transwest with personal information about another person, the Guarantor must, prior to providing such information, inform that person that:
 - i. the Guarantor intends to provide the person's Personal Information to Transwest for the purposes of this Deed;
 - ii. without the information, Transwest may not be able to accept the execution of this Deed; and

iii. that person can access the information about him/her held by Transwest by writing to the Privacy compliance Officer at the address at clause 7(b);

f. The Guarantor agrees that Transwest may:

- i. use Personal information about the guarantor to send the Guarantor marketing material and offers about products and services including products and services supplied by third parties. If the guarantor does not wish to receive this material, the Guarantor must write to Transwest's Privacy compliance Officer at the address in clause 7(b);
- ii. provide Personal Information about the Guarantor, as reasonably necessary, to a likely buyer of the whole or part of Transwest's business.

EXECUTED AS A DEED

Signed by
presence of:

in the

Signature

Signature of Witness

Name of Witness in full

Signed by
in the presence of:

Signature

Signature of Witness

Name of Witness in full

**Executed by Transwest Fuels Pty Ltd ACN
161 266 664** in accordance with the
Corporations Act by or in the presence of

Signature of Director

Signature of Secretary/ Other Director

Name of Director in Full

Name of Secretary/ Other Director in Full



TRANSWEST FUELS
YOUR LOCAL FUEL CO.

Direct Debit Request

**Request and Authority to debit the account named below to pay
Transwest Fuels Pty Ltd
74161266664**

Direct Debit Request and Authorisation

Last Name or Company Name

First Name or ABN

'you'

Request and authorise **Transwest Fuels Pty Ltd and User Id 510676** to arrange, through its own financial institution, a debit to your nominated account any amount **Transwest Fuels Pty Ltd** has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Nominated Account Details

Name of Financial Institution

Address of Financial Institution

Name of Account to be debited

BSB

Account Number

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Transwest Fuels Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

Account Signatures

Signature

Name of signatory

Date

Signature

Name of signatory

Date

Direct Debit Service Agreement

The following is your Direct Debit Service Agreement with **Transwest Fuels Pty Ltd, ABN-74 161 266 664 and User id 510676**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

- **account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
- **agreement** means this Direct Debit Request Service Agreement between *you* and *us*.
- **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **debit day** means the day that payment by *you* to *us* is due.
- **debit payment** means a particular transaction where a debit is made.
- **direct debit request** means the Direct Debit Request between *us* and *you*.
- **us** or **we** means **Transwest Fuels Pty Ltd** (the Debit User) *you* have authorised by signing a *direct debit request*.
- **you** means the customer who signed the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

By signing a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*

If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*.

If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

2. Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen **(14) days'** written notice.

3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least fourteen **(14) days'** notification by writing to: **PO BOX 1 Walcha NSW 2354** or by telephoning *us* on **1800 609 077** during business hours or arranging it through your own financial institution.

4. Your obligations

Is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the ***Direct Debit Request***.

If there are insufficient clear funds in *your account* to meet a *debit payment*:

- (a) *you* may be charged a fee and/or interest by *your financial institution*;
- (b) *you* may also incur fees or charges imposed or incurred by *us*; and
- (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct

5. Dispute

If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **1800 609 077** and confirm that notice in writing with *us* as soon as possible so that we can resolve your query more quickly. Alternatively *you* can take it up with your financial institution direct.

If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify *you* in writing of the amount by which *your account* has been adjusted.

If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

7. Confidentiality

We will keep any information (including *your account* details) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about *you*:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write **PO BOX 1 WALCHA NSW 2354**

We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.