



oilspplus

account application

OILSPPLUS Pty Limited as trustee for the OILSPPLUS UNIT TRUST ABN 873 41056 990

Orange 34-38 Peisley Street Orange

P: 02 63 915000
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E: admin@oilspplus.com

PO Box 8329 East Orange NSW 2800

Note: Signatories must initial and date every page.

account details

Section A: To be completed by companies only

Registered Name of Company

ACN/ABN _____ Date of incorporation _____

Registered business address _____

Issued and paid up capital _____

Section B: All applicants to complete

Trading/Account Name _____

ABN _____

Postal Address _____

Trading/Delivery Address _____

Business Type/Employer _____

Phone _____ Fax _____

Email for Invoices & Statements _____

Bank and Branch Name _____

BSB _____ Account Number _____

Previous Supplier _____

Section C: All applicants to complete

Details of Individual/Partnership/Directors

(If there are more than two Directors/Proprietors please attach details to this application)

(1)

Surname _____ First name/s _____

Address _____

Home phone _____ Mobile _____

DOB _____ Drivers licence number _____

(2)

Surname _____ First name/s _____

Address _____

Home phone _____ Mobile _____

DOB _____ Drivers licence number _____

Please estimate your average monthly expenditure \$ _____

Section D: All applicants to complete

TRADE REFERENCES

Company Name 1 _____ Phone _____

Contact Name _____ Fax _____

Company Name 2 _____ Phone _____

Contact Name _____ Fax _____

Company Name 3 _____ Phone _____

Contact Name _____ Fax _____

account details continued

Signatures

Section E: To be completed by all applicants

SIGNED by the Applicant/s and or Directors on the _____ day of _____ 20 _____

who confirm that I/We have read the TERMS & CREDIT CONDITIONS herein on page 5 and unreservedly accepts same.

SIGNED by the said in Section C: 1 _____

In the presence of: (Full Name) _____

(Signature) _____

Section F: To be completed by all applicants

SIGNED for and on behalf of the Applicant/s on the _____ day of _____ 20 _____

who confirm that I/we have read the TERMS & CREDIT CONDITIONS herein on page 5 and unreservedly accepts same.

SIGNED for and on the behalf of: (Full Name) _____

(Signature) _____

In the presence of: (Full Name) _____

(Signature) _____

(Signatory must be a Director or authorised Officer of the Company.)

Section G: To be completed by all applicants

SIGNED by guarantor/s on the _____ day of _____ 20 _____

who confirm that I/We have read the GUARANTEE & INDEMNITY herein on page 5 and unreservedly accepts same.

Full name of 1st Guarantor _____

Residential address _____

SIGNED by the 1st Named Guarantor _____

In the presence of (Full Name) _____

(Signature) _____

Full name of 2nd Guarantor _____

Residential address _____

SIGNED by the 2nd Named Guarantor _____

In the presence of (Full Name) _____

(Signature) _____

direct debit request

Section H: All applicants to complete

Request and Authority to debit the account named below to pay
Oilspplus Pty Limited as trustee for the Oilspplus Unit Trust ABN 873 410 56990

REQUEST AND AUTHORITY TO DEBIT

Surname or company name _____

Given names or ACN/ARBN _____

request and authorise Oilspplus Unit Trust – User ID 135942 to arrange for any amount Oilspplus Unit Trust may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution below subject to the terms and conditions of the Direct Debit Request Service Agreement (and any further instructions provided below).

Insert the name and address of financial institution at which account is held

Financial institution name _____

Address _____

City/Town _____ Post Code _____

Insert details of account to be debited

Name of account _____

BSB _____ - _____ Account Number _____

Acknowledgement By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Oilspplus Unit Trust as set out in this Request and in your Direct Debit Request Service Agreement.

Insert your signature and address

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

City/Town _____ Post Code _____

Date ____ / ____ / ____

terms and credit conditions

The following terms and conditions are those which Oilspan Pty Limited as trustee for the Oilspan Unit Trust (ABN 873 410 56990), hereinafter named 'Oilspan', and the Applicant, hereunder named the 'Customer', have agreed to and which apply to the supply of goods, services and credit in the event that the Customer becomes an accepted monthly credit account Customer of Oilspan. The 'Agreement' hereinafter mentioned will be classified as the incorporation of these TERMS & CREDIT CONDITIONS and the Customer's resulting application form.

1. The Customer agrees to pay each account issued by Oilspan for goods or services provided to it by Oilspan on or before the 21st day of the month following the date of supply of goods or services.
2. The Customer agrees that a monthly late payment fee of 1.50% may be charged on overdue balances and that this late payment fee may be capitalised monthly.
3. The Customer agrees to pay an account surcharge of 20% to cover any collection costs and/or commission and further to meet any legal costs howsoever incurred in the management or recovery of an overdue account.
4. Any servant or agent of the Customer is authorised to acknowledge receipt of goods and services on behalf of the application until written notice of the revocation of that authority in connection with any particular servant or agent is served upon Oilspan.
5. The Customer in completing the application authorises Oilspan to disclose information contained within the application form to a credit reporting agency and to obtain consumer and commercial information permitted by the Privacy Act from a credit reporting agency and to use such information in order to assess the application of credit, and further to verify account references provided in support of this application. These authorities shall remain in force for the duration of the credit contract.
6. The Customer hereby agrees to indemnify Oilspan and keep it indemnified from and against all losses costs charges and expenses whatsoever that Oilspan may suffer or incur by reason of the failure or default of the Customer to pay all monies to be paid by it pursuant to the Agreement at the times and in the manner herein provided or to observe and perform the TERMS & CREDIT CONDITIONS and covenants contained herein or implied and on the part of the said Customer to be observed and performed.
7. In consideration of goods, services being provided and or works performed at the Customer's request, the Customer, hereby guarantee all payments owed to Oilspan pursuant of this Agreement at the times and in the manner herein provided and the observance and performance by the Customer of the TERMS & CREDIT CONDITIONS herein contained or implied and on the part of the Customer and to be observed and performed.
8. The Company may grant the Customer from time to time any variation in the credit accommodation or other indulgence without affecting the Customer's liability under the agreement.
9. The Customer acknowledge that this agreement shall continue to have effect until cancelled in writing by the Customer such cancellation need not be accepted whilst monies are owing for goods purchased and the Customer further agree to advise Oilspan immediately if any change occurs in legal entity or ownership.
10. PROPERTY AT RISK – Title in the products purchased by the Customer from Oilspan will pass to the Customer only when all that is owing to Oilspan in relation to the products ordered and delivered to the customer has been paid in full. Risk with respect to the said products shall pass to the Customer immediately from the time of the delivery. However until such time such time as the full amount owing by the Customer to Oilspan in relation to the said products is paid the Customer shall hold the said products as mere bailee for Oilspan. Until the goods are paid in full Oilspan authorises the Customer to sell the goods to purchasers but the Customer shall act as a fiduciary agent for Oilspan. The Customer shall not represent to any third party that this is in any way acting for Oilspan or incur any liability or make any representation on behalf of Oilspan and Oilspan will not be bound by any contacts with third parties to which the Customer is a party. In the event of the goods being disposed by the Customer prior to the payment of the purchase price in full any amount received by the Customer shall be set aside and held in trust by the Customer for Oilspan pending payment of the purchase price in full. The Customer shall keep all products and the proceeds of sales separate from its own and of the third parties and Oilspan may retake possession of and sell any unpaid goods in the event that the Customer defaults or becomes insolvent.
11. The Customer must not assign the benefit of this agreement.
12. In consideration of the accommodation provided by Oilspan to the Customer, the Customer hereby charge all real property situated in NSW with the payment of all amounts due and owing to Oilspan by virtue of this agreement and the Customer must upon request by Oilspan execute such other documents as required by Oilspan to secure the obligations together with all costs and expenses.

guarantee and indemnity

In consideration of Oilspan Pty Limited as trustee for the Oilspan Unit Trust (ABN 873 410 56990) (hereinafter named 'Oilspan') agreeing to supply products on credit to the Borrower named in this Account Application (hereinafter named the 'Customer') at the request of the Guarantor/s also named in this Account Application, the Guarantors hereby covenants and agrees with and guarantees and indemnifies Oilspan as follows:

- A. The Guarantor/s hereby guarantee payment by the Customer to Oilspan of the purchase price for all products supplied by Oilspan to the Customer and all other monies which are now owing of which may from time to time hereafter be owing to Oilspan or remain unpaid from the Customer on any account or in any manner whatsoever whether alone or jointly or in conjunction with any other person or corporation and whether as principal or surety or otherwise directly or indirectly (hereinafter called the "said monies") and the Guarantor/s hereby covenant with Oilspan that if the Customer shall fail duly and punctually to pay Oilspan the whole or any part of the said monies upon demand by Oilspan then the Guarantor's will indemnify Oilspan and keep it indemnified in respect of such failure.
- B. The GUARANTEE & INDEMNITY herein contained shall be irrevocable and continuing and (but without limiting the generally of the foregoing) shall not be revoked by notice or by reason of death, insolvency, bankruptcy, liquidation or mental incapacity of the Customer or the Guarantor's or by Oilspan refusing further supplies of products to the Customer and the said GUARANTEE & INDEMNITY shall not be discharged or released by any arrangement made between Oilspan and the Customer or by any forbearance on the part of Oilspan whether as to payment time performance or otherwise by any variation of any agreement between Oilspan and the Customer or by any delay, neglect, omission, dealing or other cause or reason whatsoever PROVIDED ALWAYS that this guarantee shall be revocable as to the future transactions between Oilspan and the Customer by one month's notice in writing given by the Guarantor's to Oilspan at its registered office.
- C. The GUARANTEE & INDEMNITY here before contained shall be a principal obligation and shall not be treated as ancillary to or collateral with any other obligation howsoever created and, in particular, shall be independent to the intent that such guarantee and indemnity shall be enforceable without taking any steps or proceedings against the Customer and is a continuing obligation despite any intervening payment, settlement or other thing.
- D. When the Guarantor is more than one person or more than one corporation or a combination of a person or persons and/or corporation then the covenants and/or agreements entered into and made by the Guarantor in this instrument shall be binding upon such person or persons and/or corporations jointly and each of them severally and whether or not any one or other Guarantor shall not have signed this instrument.
- E. In consideration of the matters referred to above the Guarantor hereby charge all of the Guarantor's real property situated in New South Wales with the payment of all amounts due and owing by the Guarantor to Oilspan by virtue of this GUARANTEE & INDEMNITY and the Guarantor must upon request by Oilspan execute such other documents as required by Oilspan to secure the obligations together with all costs and expenses, together with the costs or preparing this guarantee and any other costs which Oilspan may incur in enforcing its rights under the GUARANTEE & INDEMNITY or in collecting amounts due and owing to it including but not limited to legal costs and disbursement on a solicitor and own client basis and collection costs. As long as the said monies remain unpaid, the Guarantors may not, reduce their liability by claiming any right of set off or counter claim, claim an amount in the insolvency of the Customer or another Guarantor.

client service agreement

OILSPLUS DIRECT DEBIT REQUEST SERVICE AGREEMENT 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.

Business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that the payment by you to us is made.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the Direct Debit Request between us and you (and includes any Form PD-C approved for use in the **transitional period**).

Transitional period means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

Us or **we** means **Oilsplus Pty Limited as trustee for the Oilsplus Unit Trust** you have authorised by signing a **direct debit request**.

You means the customer who signed the **direct debit request**.

Your financial institution is the financial institution where you hold the **account** that you have authorised us to arrange to debit.

1. Debiting your account 1.1 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.

1.2 We will only arrange for funds to be debited from **your account** as authorised in the **direct debit request**.

Or

We will only arrange for funds to be debited from **your account** if we have sent to the address nominated by you in the **direct debit request**, a billing advice which specifies the amount payable by you to us and when it is due.

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

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

2. Changes by us 2.1 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. Changes by you 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a **direct debit request** by contacting us on **(02) 6362 8318**

3.2 If you wish to stop or defer a **debit payment** you must notify us in writing fourteen (14) days before the next **debit day**. This notice should be given to us in the first instance.

3.3 You may also cancel your authority for us to debit your account at any time by giving us fourteen (14) days notice in writing before the next **debit day**. This notice should be given to us in the first instance.

4. Your Obligations 4.1 It 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**.

4.2 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**.

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

4.4 If National Australia Bank Limited ACN 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this **agreement**, then you agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute 5.1 If you believe that there has been an error in debiting **your account**, you should notify us directly on **(02) 6362 8318** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 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.

5.3 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.

5.4 Any queries you have about an error made in debiting **your account** should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to **your financial institution** which will obtain details from which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

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 7.1 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.

7.2 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 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Oilsplus Unit Trust PO Box 8329 Orange NSW 2800.

8.1 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.

8.2 Any notice will be deemed to have been received two business days after it is posted.

What account facilities do you require?

Please tick appropriate box or boxes

Bulk Delivery

1. Please attach a sketch for each property location and tank delivery locations at the property.
2. Please ensure tanks are correctly labeled with correct product.
Oilsplus delivery drivers will label tanks after confirmation from owner.
3. Speak to staff about regular top up periods.

Oilsplus Fuel Card

(Shell/Liberty Affinity Card)

cards attract a monthly fee of \$2.75 including GST.

Please complete form below ticking appropriate products for each card

Card	Driver Name or Vehicle Rego max 8 Characters	PIN	Products						All Products Note: 1
			ULP E10	Premium Unleaded 95	Premium Unleaded 98	Diesel AdBlue	LPG	Oils	
1		Yes							
2		Yes							
3		Yes							
4		Yes							
5		Yes							
6		Yes							
7		Yes							
8		Yes							
9		Yes							
10		Yes							

(if you require additional cards please attach list)

Note 1: All products includes all Shop items

Oilsplus cards are accepted at all Shell, Coles Express and Liberty sites throughout Australia.

OFFICE USE ONLY	
Application Approved: Yes / No	Account Code:
Approved By:	Signed:
Date:	