

Petro National Pty Ltd (ABN 83 606 401 325) trading as South West Fuel
 Head Office: 60 Yass Rd, Cootamundra NSW 2590
 Tel:(02) 6942 1195, Email: swfc@swfc.com.au www.swfc.com.au

Please tick one: **INDIVIDUAL** **PARTNERSHIP** **PROPRIETARY/PUBLIC COMPANY**
 (Fill in Section 1) (Fill in Sections 1 and 2) (Fill in Sections 1 and 3)

SECTION 1 - ALL "CUSTOMERS" MUST FILL IN THIS SECTION (includes details of first partner or director)

CUSTOMER NAME:		TRADING AS (Account Name):	
		COMPANY NAME (If applicable):	
ADDRESS:			
TOWN:		P/CODE:	
POSTAL ADDRESS:			
TOWN:		P/CODE:	
DRIVERS LICENCE No:		D.O.B:	
BUSINESS PHONE:		FAX:	
PRIVATE PHONE:		MOBILE:	
ABN:		EMAIL:	
ARE YOU EMPLOYED?	EMPLOYER NAME:	LENGTH OF TIME EMPLOYED:	
OCCUPATION:	BUSINESS START DATE:	NATURE OF BUSINESS:	
BANK:	BRANCH:	BSB:	
ACC No:	ACCOUNT NAME:	CREDIT LIMIT REQUIRED: \$	
PLEASE SUPPLY THREE TRADE REFERENCES (Banks, Finance Companies and Personal references not accepted)			
NAME:		PHONE:	
NAME:		PHONE:	
NAME:		PHONE:	
No OF LOCAL CARDS:	No OF AMPOL:	No OF BP CARDS:	PIN: _____
Office Use Only Account Accepted/Rejected by:			Date:

SECTION 2 - SECOND PARTNERS DETAILS (If more than two partners please attach details)

SURNAME:		CHRISTIAN NAMES:	
PRIVATE ADDRESS:		P/CODE:	
DRIVERS LICENCE No:		PHONE:	
		D.O.B:	

SECTION 3 - SECOND DIRECTORS DETAILS TO BE GUARANTORS OF CREDIT PROVIDED TO "CUSTOMER"
 If more than two directors, please attach details.

REGISTERED OFFICE ADDRESS:			
NATURE OF BUSINESS:		P/CODE:	
SURNAME:		CHRISTIAN NAMES:	
PRIVATE ADDRESS:		P/CODE:	
DRIVERS LICENCE No:		PHONE:	
		D.O.B:	

× Please sign this application on the following back page

PETRO NATIONAL PTY LTD T/A SOUTH WEST FUEL – TERMS AND CONDITIONS AND PRIVACY POLICY OVER PAGE

1. You will pay to us for all goods and services provided to you at our current GST inclusive price for those goods and services at the time of supply as per our Invoice or Statement (if any).
2. Trading terms are 21 days from end of the month of supply for Ampol Customers, Local Card Customers (hereafter Ampol Customers and Local Card Customers are referred to as "Cardholders") and Bulk Fuel and Oil Customers (hereafter Ampol Customers, Local Card Customers and Bulk Fuel and Oil Customers are referred to as "Customers").
3. Ownership in products supplied by Petro National Pty Ltd t/a South West Fuel ("SWF") to Bulk Fuel and Oil Customers shall not pass until payment for goods, but risk shall pass on delivery.
4. A late payment fee of 2% on a monthly rate and recovery expense shall be charged on overdue accounts.
5. The Customer will indemnify SWF against and agree to reimburse SWF for any expense they may reasonably incur in recovering or attempting to recover payment from the Customer of the amounts, which may from time to time be overdue. A fee will be charged on all dishonoured payments.
5. A charge of \$4.00 including GST per month will be payable as an annual fee on each card approved to Cardholders.
6. A card issue charge of \$5.00 + GST may apply to cards issued subsequent to initial card issue.
7. Where Directors are named in the Application, any acceptance of the Application is subject to the guarantee and indemnity below being duly executed by all such Directors.
8. Agreement that SWF may seek commercial credit information (Section 18L (4), Privacy Act 1988). If SWF considers it relevant to assess my/our application for personal credit, I/we agree to SWF obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.
9. Agreement that SWF may seek commercial credit information (Section 18K (1) (b), Privacy Act 1988). If SWF considers it relevant to assess my/our application for commercial credit, I/we agree to SWF obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by SWF. SWF may continue to seek/use such information for future periods to enable it to monitor and administer your account, as well as aiding in the collection of payment.
10. Agreement to SWF seeking from or giving to other credit providers details about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness (Section 18N (1) (b), Privacy Act 1988). I/we agree that SWF may give to and seek from any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
11. Agreement that SWF may use a credit report about me for collecting overdue payments (Section 18K (1) (h), Privacy Act 1998). If SWF considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to SWF receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.
12. Guarantors agreement (Section 18K(1)(c), Privacy Act 1988), I/we agree that SWF may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for, or provided to, the Customer (named below). I/we agree that if SWF approves that Customer's application for credit this agreement remains in force until the credit facility covered by the Customer's application ceases.
13. Notice of disclosure of your credit information to a credit-reporting agency. Under Section 18E (8) (c) of the Privacy Act 1988 SWF is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E (1) of the Act.
14. **USE OF THE CARD:** The card facility may be used only within the period from the date of receipt by the Cardholder of the card and until cancellation or termination of the card facility and no transaction shall be made using the card Facility after its cancellation or termination. The Cardholder may affect a purchase by use of a card in a manner as advised by SWF from time to time.
15. **CUSTOMER PURCHASES BY USE OF A CARD:** Upon the completion of a Card Transaction the Cardholder will receive a receipt or voucher. It is the responsibility of the Cardholder to check that the details of the Transaction have been accurately recorded on the receipt or voucher. The receipt or voucher so issued shall be the only invoice issued to the Cardholder in respect of the Card Transaction. A Statement of Invoice will be sent to the Cardholder at the end of each month.
16. **CREDIT LIMIT:** The Cardholder shall ensure that the outstanding balance of the facility does not exceed the credit limit authorised by SWF in relation to the respective account from time to time without the written consent of SWF. In the event of any failure to comply with this condition, any account in excess of such limit is payable on demand.
17. **ACCOUNT ENQUIRIES:** The Customer may contact SWF, in a manner as advised by SWF, to enquire or to clarify details of any matter relating to any Statement of Invoice the Customer receives. SWF shall not be required to consider any question or enquiry in respect of a Statement or Invoice notified more than 30 days after the receipt by the Customer of the Statement of Invoice.
18. **PROPERTY AND SECURITY:** All cards issued by SWF remain the property of SWF. Mutilated and disused cards are to be returned to SWF. Cardholders will notify SWF or Caltex on the Customer Hotlines as advised by SWF and then in writing, immediately the Customer becomes aware of the loss, theft or the possibility of unauthorised use of the Starcard or Local Card. Until SWF or Caltex receives notice from the Cardholder, the Cardholder shall be liable for any unauthorised use of the cards.
19. **CANCELLATION:** SWF reserves the right to cancel any or all of the cards issued at any time or without stating a reason for such a cancellation. If cards are cancelled, all amounts owing by the Cardholder to SWF from the use of the facility respectively shall be paid to SWF within ten days of notification of cancellation and the Cardholder shall immediately return the cancelled cards to SWF.
20. **CARD UNAVAILABILITY OR ERROR:** Where the Cardholder is unable to complete a transaction using the card or an error has occurred, SWF shall not be liable for any loss or damage thereby caused and SWF responsibility shall be limited to the correction of any errors and the refund of any charges or fees imposed on the Cardholder that may result.
21. **NOTICE:** Any Notice or document required to be served by SWF on the Customer may be duly served by sending such notice by post or fax or by hand delivery to the last known address of the Customer and shall be deemed to have received by the Customer two (2) days after posting by SWF or at the date of sending or delivery if by fax or hand.
22. **VARIATION:** SWF reserves the right to vary these terms and conditions of use at any time by prior notice in writing.
23. **EQUIPMENT ON LOAN:** The Customer agrees:
 - any property provided on loan by SWF to the Customer for use in the storage and handling of petroleum products supplied by SWF to the Customer is only supplied on the condition that it is the responsibility of the Customer to maintain the property in good working order and condition; and
 - to keep SWF indemnified and to release SWF from any claims or actions and all costs of them arising out of that property, including leakage of fuel. The Customer grants SWF the right:
 - and will use its best endeavours to ensure that others grant SWF the right at all times to enter with the representatives of SWF upon any premises where that property is or is believed by SWF to be located and to inspect and test the property and its state of repair and operating condition; and
 - to retake the possession of that property if SWF in its absolute discretion thinks fit; and
 - of indemnification and holds SWF harmless from all losses and liabilities incurred as a result of the inspection and/or retaking of possession of the property by SWF.
24. **CHARGE:** In consideration of SWF's acceptance of this application the Customer and Guarantor charge all of their property present and future with the amount of their indebtedness to SWF. On request made by SWF the Customer and Guarantor will sign all documents and do all things requested to ensure the amount of that indebtedness is met including but not limited to the registration of a mortgage over Real Property belonging to the Customer or Guarantor to secure the indebtedness to SWF. We agree that this charge creates a caveatable interest in any real property we own.
 For valuable consideration, we appoint SWF, including each manager, successor and assignee of SWF as attorney to execute in our several names and as our several acts and deeds such consent to such caveats that SWF may wish to lodge against any dealings and any real property in any Titles Office. "Real Property" includes estates and interests including leasehold.
25. **INTERPRETATION:** Where two or more persons are party to this agreement then liability is joint and several.
26. The Customer and Guarantor agree to notify SWF in writing if declared bankrupt (forced or voluntary).
27. **PRIVACY ACT:** The Applicant, and signatories on behalf of the Applicant in their personal capacity, agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) contained in this document. The Customer acknowledges that:
 - it understands and agrees to these conditions and all items in this application.
 - it has the right to seek independent advice before signing this application.
 - the application is deemed to be accepted by SWF when a card or account is issued to the Customer.
 - by execution hereof that use of a card or account issued to the Customer shall be subject to the conditions of use here on and as issued by SWF together with the card or account as amended by SWF.

In consideration of SWF agreeing to supply goods and services to the customers, I/We irrevocably jointly and severally guarantee the due and proper performance and observance by the Customer of the above terms and conditions. I/We will jointly and severally indemnify SWF against all losses and liabilities that may be incurred by SWF by reason of any default by the Customer under the facility. I/We agree that this is a continuing Guarantee and that my/our obligations hereunder shall not be released by any neglect or forbearance by SWF in enforcing my/our obligations hereunder or the Customer's obligations as set out below or any other thing which under the law relating to sureties would, but for this provision, have the effect of so releasing me/us.

SIGNATURE OF CUSTOMER(S)	NAME and TITLE (eg: Bob Smith, Director)	DATE
X.....	Date / /
X.....	Date / /

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) (Act).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Applicant and/or Guarantor(s) for the Supplier's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Applicant and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Applicant and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Applicant and/or Guarantor(s) or their related bodies corporate.
7. The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Applicant and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Applicant and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Applicant and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicant's and/or Guarantor(s)' right to request limitations to the use of their information.

Veda Advantage Level 15 100 Arthur Street NORTH SYDNEY NSW 2060 Tel: 1300 921 621	Creditor Watch Level 13 109 Pitt Street SYDNEY NSW 2000 Tel: 1300 501 312	NCI Level 2 165 Grenfell St ADELAID SA 5000 Tel: 1800 882 820	Dun & Bradstreet Level 2 143 Coronation Drive MILTON QLD 4064 Tel: 07 3360 0600	Experian Level 6 549 St Kilda Road MELBOURNE VIC 3004 Tel: 03 9699 0100
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9. The Supplier may disclose Information to, and about them and the Applicant and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Applicant and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link.
 10. By reason of the Applicant's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder; APP 8.1 will not apply to the Supplier's dealing with the Applicant's and/or Guarantor(s)' Information.
 11. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain of the Act, APP, code(s) and how the Supplier will deal with any such complaint.
 12. The Applicant and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Applicant and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.
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