



# Eagle Petroleum (WA) Pty Ltd

as trustee for The Eagle Petroleum (WA) Unit Trust

ACN 140 957 231 ABN 97 890 451 556

Postal Address: 136 West Kalgoorlie Road, WEST KALGOORLIE WA 6430

PO Box 10358, KALGOORLIE WA 6433

Phone: (08) 9022 7711 Fax: (08) 9022 7306

Email: [admin@eaglepetroleum.com.au](mailto:admin@eaglepetroleum.com.au)

## Application for Credit

Please read this application, and the terms and conditions carefully

It is important that all information is supplied, as an incomplete form may delay a decision.

If preferred, certain confidential information can be submitted directly to our Credit Manager – [jessica@eaglepetroleum.com.au](mailto:jessica@eaglepetroleum.com.au)

### Section 1 – Account

Trading Terms:  COD,  7 days nett,  21 days EOM

Are you a: (please tick only one box)

Company  Individual  Trust  Sole Trader  Partnership

What account product options do you require? (Please tick relevant box/s)

Bulk Fuel  Eagle Card  Tank Hire  Oils & Lubricants  Retail/Shop

What will be your primary locations of purchase?

Kalgoorlie  Northern Goldfields  Esperance  Perth Surrounding Areas

### Section 2 – The Applicant

Individual or Trading Name:

Company Name:

ABN

ACN

Type of Business:

No. of years established:

### Trust and Trustee Details

Does this Applicant or Directors act as a Trustee or Trustees for a trust? If so, please complete the details below.

Name of Trustee:

Name of Trust:

Type of Trust:

(Discretionary Family Trust/Unit Trust)

### Section 3 – General Contact Details

Contact Name:

Position:

Business Address:

State Postcode

Postal Address:

State Postcode

Phone: ( )

Fax: ( )

Mobile Phone:

Email:

Driver's Licence No:

### Section 3A – Accounts and Dispatch Contact Details

Contact name for account authorisation:

Phone: ( )

Fax: ( )

Email:

Please nominate a person to contact for account queries and follow-up:

Phone: ( )

Fax: ( )

Email:

Contact name for order/dispatch:

Phone: ( )

Fax: ( )

Mobile Phone:

**Section 4 – Directors/Owners Details**

Surname	First Name	Residential Address	State	Date of Birth

Has the company or individuals, including any Company Directors, been bankrupt or associated with an insolvent company, or made agreements with creditors?  No  Yes *If yes, please provide details below.*

Date:    /    /

Details (Please provide details separately)

**Section 5 – Trade references for companies or employment references for individuals**

We require three trade references for both businesses and individuals.

**Reference 1**

Contact Name:

Company Name:

Business Type:

Supplier Account No:

Phone: (    )

Fax No: (    )

**Reference 2**

Contact Name:

Company Name:

Business Type:

Supplier Account No:

Phone: (    )

Fax No: (    )

**Reference 3**

Contact Name:

Company Name:

Business Type:

Supplier Account No:

Phone: (    )

Fax No: (    )

**Section 6 – Details of purchase requirements**

Do you require a purchase order?  No  Yes

Estimated total monthly account spend? *(your credit limit will be determined from this estimate)* \$ \_\_\_\_\_

Estimated delivery drop size per month:  Less than 5000L  5k – 10k  10k – 20k  20k – 30k  over 30k

**Invoicing:**  Mail  Fax  Email

**Note:** Statements will be sent via email at the end of each month.

**Section 7 – Direct Debit Request**

User ID: 412415

**Request and Authority to debit the account name to pay: Eagle Petroleum (WA) Pty Ltd****Insert your Name in full:**

I/We (Surname or Company Business Name):

Given Name or ARBN/ABN:

Requests and authorise Eagle Petroleum to arrange, through its own financial institution, a debit to your nominated account any amount Eagle Petroleum, has deemed payable to you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your new 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.

Name of Financial Institution where Account is held:

Address of Financial Institution where Account is held:

P/Code:

**Option 1: Request for Direct Debiting Bank Accounts**

Name of Account which is to be debited:

BSB Number:

Account Number:

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 Eagle Petroleum (WA) Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

**Customer Signature(s)** (if joint account all signatures will be required)

Signature

If signing for a company, sign and print full name and capacity for signing. eg: Director

Address

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

Signature

If signing for a company, sign and print full name and capacity for signing. eg: Director

Address

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

**Note:** Direct debiting is not available on the full range of accounts, if in doubt, please refer to your Financial Institution.

**Option 2: Request for Direct Debiting Credit Cards**Type of Credit Card:  Visa  MasterCard

Credit Card Number:

Expiry Date:

CCV:

Name on Credit Card:

I, \_\_\_\_\_, hereby authorise Eagle Petroleum (WA) Pty Ltd, to charge my credit card for the amounts invoiced. Your completion of this authorisation form helps us to protect you, our valued customers, from credit card fraud. Eagle Petroleum (WA) Pty Ltd will keep all information entered on this form strictly confidential.

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 Eagle Petroleum (WA) Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

**Customer Signature(s)** (if joint account all signatures will be required)

Signature

If signing for a company, sign and print full name and capacity for signing. eg: Director

Address

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

Signature

If signing for a company, sign and print full name and capacity for signing. eg: Director

Address

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

**Note:** Direct debiting is not available on the full range of accounts, if in doubt, please refer to your Financial Institution.

## Section 8 - Terms and Conditions

### 1. Warranty

- a) The Applicant hereby warrants that the information comprised in the First Schedule hereto is true, accurate and correct and is supplied for the purpose of obtaining credit.
- b) The Applicant warrants that the persons' signatures appearing on this application are duly authorised by the Applicant to apply for credit on his/her/its behalf.

### 2. Agreement

The Applicant agrees to adhere to the terms and conditions as set out in these terms of trading.

### 3. Notice

The Applicant agrees that it is not entitled to any credit facilities until it receives verbal and/or written notice ("the notice") from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given.

### 4. Waiver

The parties agree that in the event of the Supplier, prior to approving credit, grant to the Applicant time to pay for goods supplied then such supply shall not amount to a waiver by the Supplier of any of the terms of this Agreement nor be construed or be taken either directly or by implication as a granting by the Supplier of credit facilities to the Applicant and no credit facilities shall be granted unless so stated in the notice.

### 5. Statement as to Amount Owed

A statement in writing made up from the books of the Supplier, setting out the amount due or owed by the applicant to the Supplier at the date mentioned in the statement will be prima facie evidence that such amount is due or owing by each and every one of the Applicants and of all other matters set forth in the statement.

### 6. Credit Terms

In the event of the Supplier granting credit facilities to the Applicant then the following terms shall apply:

- (i) All accounts are to be settled in full within 21 days after End of Month of the suppliers invoice, unless otherwise stipulated.
- (ii) That should the Applicant default in the payment of any statement on due date then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Applicant within forty five (45) days of the date of demand and the Supplier shall be entitled to charge interest on all overdue accounts from the date of due payment at the rate which equates to the overdraft interest rate charge to the supplier by its bank from time to time.
- (iii) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Applicant and in case of payments to the Supplier's solicitors on an indemnity basis.
- (iv) The Supplier shall be entitled without notice to terminate any credit arrangements with the Applicant in the event of the Applicant defaulting in any of the terms and conditions herein contained.
- (v) The Supplier shall be entitled at any stage during the continuance of this agreement to request such security or additional security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.

### 7. Title and Property

The Applicant hereby acknowledges that:

- (i) The Applicant is to hold the goods as the supplier's fiduciary agent and bailee.
- (ii) Insofar as the Applicant is empowered to resell the goods, it resell as principal in relation to any sub-purchaser, and has no right to commit the Supplier to any contractual relationship or liability to any third party. As between the Supplier and the Applicant, the Applicant is to sell as fiduciary agent.
- (iii) Any resale by the Applicant is to be on commercially reasonable terms.
- (iv) The Applicant is to keep the goods separate from his own and those of third parties, properly stored, protected and insured.
- (v) The Applicant is to account to the supplier for all proceeds, tangible or intangible, including insurance proceeds and proceeds of proceeds.
- (vi) The Applicant is to keep all proceeds separate from his own and those of third parties and is to keep all tangible proceeds properly stored, protected and insured.
- (vii) The Supplier is to have the power to appropriate payments to such goods and accounts as the supplier thinks fit, notwithstanding any purported appropriation by the Applicant to the contrary.
- (viii) Until the goods the subject of the supply contract are paid for in full, ownership is to remain with the Supplier, but the risk shall pass to the Applicant on delivery.
- (ix) Until the goods are paid for in full, the Supplier authorises the Applicant to sell the goods on, but as fiduciary agent for the Supplier. The Applicant shall, however, not represent to any third parties that he is in any way acting for the Supplier, and the Supplier will not be bound by any contracts with third parties to which the Applicant is party.
- (x) The Applicant is entitled to a period of credit, but is required to account to the Supplier for the price of the goods once the goods are on-sold, and the proceeds of sale received.
- (xi) The Supplier is entitled to retake possession of any unpaid goods in the event that the Applicant defaults or commits an act of bankruptcy, or a Receiver is appointed, or the Applicant goes into liquidation, or official management, or some other form of insolvency administration, whether formal or informal, or the applicant ceases to carry on business, or the Applicant makes a scheme or compromises with his creditors, without prejudice to any other rights of the supplier.
- (xii) The Supplier has the right of resale of the goods in the event that he retakes possession of them.
- (xiii) The Applicant consents to allow the Supplier reasonable access to his premises in order to inspect the goods at any time, or to retake possession of them in accordance with these conditions of sale.
- (xiv) **Trustee Company**  
If the Applicant acts as a Trustee it acknowledges that it shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.

**Change of Ownership**

Change of ownership – Registered Particulars – The Applicant shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration to the entity of the business, notify in writing the Supplier of any such changes, alteration or addition and shall provide full details of the proposed change, alteration or addition, to the Supplier and the Applicant shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged in writing acceptance of the intending changes, alteration or addition.

**Goods**

For the purpose of this document, the word “Goods” shall mean, all goods and chattels, and all charges for work and labour done, hire charges, fees, service charges, repairs, materials, insurance charges of whatsoever nature, associated with the supply and manufacture, construction repair of the goods supplied to the applicant, and all the terms and conditions of this agreement shall relate to any charge hereinbefore mentioned imposed by the Supplier to the Applicant.

**Consent to Obtain Personal Information**

**Sole Trader/Partnership**

The Proprietor/s agree that the supplier may seek a credit report from a credit reporting agency containing personal credit information about the Proprietor/s to assess this application and for that purpose may disclose personal information about the Proprietor/s as prescribed in the Privacy Act to that agency. The Proprietor/s also agree that the supplier may give to and seek from any credit reporting agency personal information about the Proprietor/s credit arrangements as described in the Privacy act.

**Company – Directors as Guarantors**

The Directors may be required by the Supplier to sign Guarantees to support this application. The Directors agree that the supplier may seek a credit report from a credit reporting agency containing personal credit information about the Proprietor/s to assess whether to accept the Directors as Guarantors. For that purpose the Supplier may disclose personal information about the Directors as prescribed in the Privacy Act to that agency. The Directors also agree that the supplier may give to and seek from any credit reporting providers named as references in this Application and any credit providers named in a credit report issued by a credit reporting agency personal information about the Directors credit arrangements as described in the Privacy Act.

**Notes: These are important and should be read.**

- 1) The conditions form part of this Application and if this Application is accepted, an order placed by the Applicant or delivery of the goods and/or provision of the services to the Applicant will constitute unqualified acceptance by the Applicant of the Conditions including any Credit Limit in terms of (2).
- 2) The Credit Limit (if any) extended to the Applicant will be solely at the discretion of the Supplier.
- 3) The Applicant may be required by the Supplier to nominate a guarantor or guarantors to the Suppliers satisfaction, to secure the Applicants obligation herein, which guarantors may be required to sign a guarantee or guarantees collateral to this Application. The Applicant agrees to pay the stamp duty in respect of such guarantee or guarantees.

The Applicant and signatories appearing below hereby acknowledge having read the conditions overleaf and upon acceptance by the Supplier by way of written notice or the supply of goods or services and having read agree to be bound by the terms of trading.

Signed by all Proprietors this \_\_\_\_\_ Day of \_\_\_\_\_ Year \_\_\_\_\_

The Signatory(s) above warrants by his/her signature that he/she is authorised by the Applicant to make this application on its/their behalf and to bind the Applicant to these terms of trading.

1. \_\_\_\_\_ Proprietor \_\_\_\_\_ (Print name)
2. \_\_\_\_\_ Proprietor \_\_\_\_\_ (Print name)
3. \_\_\_\_\_ Proprietor \_\_\_\_\_ (Print name)

Signed by all Directors this \_\_\_\_\_ Day of \_\_\_\_\_ Year \_\_\_\_\_

The Signatory(s) above warrants by his/her signature that he/she is authorised by the Applicant to make this application on its/their behalf and to bind the Applicant to these terms of trading.

1. \_\_\_\_\_ Director \_\_\_\_\_ (Print name)
2. \_\_\_\_\_ Director \_\_\_\_\_ (Print name)
3. \_\_\_\_\_ Director \_\_\_\_\_ (Print name)

For and on behalf of \_\_\_\_\_ Pty Ltd