



**Bernard Petroleum Pty Ltd**

ABN: 24 603 456 364

P: (07) 5486 5993

M: 0487 911 223

F: (07) 5486 5322

E: [accounts@bernardpetroleum.com.au](mailto:accounts@bernardpetroleum.com.au)

1702 Tin Can Bay Road Goomboorian Qld 4570

### APPLICATION FOR CREDIT

For the supply of Fuels, Goods and Services



**14 Day EOM Fuel Card Account**  
Please complete Fuel Card Request Form page 6



**7 Day Bulk/On Site Fuel Account**  
Bulk / On Site purchases only



**14 Day Bulk/On Site Fuel Account**  
Bulk / On Site purchases only



**Direct Debit Facility Available**  
Please complete Direct Debit Request Form page 7



**Account Options**  
(terms negotiated with Management)

This application for the facility ticked above (the credit facility) will be considered and, if approved, be granted on the basis of and in reliance upon the warranties and set out herein: -

<b>THE APPLICANT ENTITY TYPE:</b> (please circle) <b>SOLE TRADER</b> <b>PARTNERSHIP</b> <b>COMPANY***</b> <b>TRUST***</b> <small>***If COMPANY or TRUST you must complete DIRECTOR'S DEED OF GUARANTEE on pages 4 and 5.</small>				
APPLICANTS NAME		TRADING NAME/BUSINESS NAME (Account will be in this name)		
COMPANY NAME		A.B.N./A.C.N.		
BUSINESS ADDRESS			POSTCODE	How long at this address?
DELIVERY ADDRESS (if different to business address)				POSTCODE
POSTAL ADDRESS (if different to business address)				POSTCODE
PHONE (HOME)	PHONE (OFFICE)	FAX	MOBILE	
ACCOUNTS EMAIL (TAX INVOICES / STATEMENTS WILL BE SENT TO THIS ADDRESS)		ACCOUNTS CONTACT NAME		
<b>PAYMENT shall be strictly as per above payment terms or as approved by Management. Full Payment must be received as per payment terms or Fuel Card and Credit Accounts will be placed on Stop. All Credit Facilities not active for 12 months will be closed.</b>				
What type of Business do you Operate?	How Long in Business?	AMOUNT OF CREDIT REQUIRED Minimum Amount \$1,000 <div style="text-align: center; font-size: 24px;">\$</div>		
<b>PLEASE PROVIDE FULL NAMES, RESIDENTIAL ADDRESSES AND PHONE NUMBERS of all DIRECTORS, PARTNERS, AND TRUSTEE'S, IF NOT SAME AS APPLICANT</b>				
NAME	ADDRESS	PHONE No.	Date of Birth	Driver's Licence No.
NAME	ADDRESS	PHONE No.	Date of Birth	Driver's Licence No.
NAME	ADDRESS	PHONE No.	Date of Birth	Driver's Licence No.
<b>PLEASE PROVIDE THREE TRADE REFERENCES – DO NOT INCLUDE BANKS, FINANCE COMPANY, BUILDING SOCIETY OR CREDIT UNIONS.</b> Trade Reference Accounts must have been established for minimum of 6 MONTHS. Must show Phone Number/Email Address.				
1.			Phone/Email	
2.			Phone/Email	
3.			Phone/Email	

1. PAYMENT TERMS

- (a) 7/14 DAY CREDIT ACCOUNT must be paid as per the Suppliers terms or 7/14 Day Credit Account will be closed and all monies become due and payable immediately.
- (b) ACCOUNT OPTIONS – Account credit may be discussed with Management on approved payment terms, and must be paid as per the Suppliers terms.
- (c) CHEQUE ACCEPTANCE – C.O.D. trading.
- (i) cheques may be used in "C.O.D. Trading" if authorised by the Supplier.
- (ii) goods or services exceeding the face value of the cheque will not be supplied.
- (iii) the applicant must pay all dishonour costs incurred by the Supplier relating to a dishonoured cheque.

**IT IS AN OFFENCE TO ISSUE A CHEQUE WITHOUT FUNDS IN THE BANK TO COVER THE SAME.**

2. FUEL CARD

- (a) Fuel card payments and other credit accounts must be received in full as Supplier's address (as shown on Statements). Payments not received in full by 14th day of each month will be placed on stop credit. "Fuel Card Accounts" will be electronically restricted. Three (3) "Stop Credits" may result in credit facilities being cancelled. The reopening of Fuel Card Account will be at the sole discretion of the Supplier. No requests will be made for overdue payments. No invoice or documentation will be supplied except at the point of sale.
- (b) When credit approval involves the issue of a fuel card the terms on the application form for the card shall form part of the conditions of credit approval set out in this application, including being liable for all debits made to the Applicant's fuel card how and when made excepting only those incurred by the gross negligence of fraud of the Supplier, their employees or agents.

3. JURISDICTION

- (a) The Applicant acknowledges and agrees that this agreement will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.
- (b) The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
- (c) The parties to this agreement submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

4. SECURITY/CHARGES

- (a) The Applicant charges in favour of the Supplier all of its estate and interest in any real property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
- (b) The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any real property mortgage, general security agreement or consent to any caveat the Supplier may choose to lodge against real property that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligations hereunder.
- (c) Where the Applicant has previously entered into an agreement with the Supplier by which the Applicant has granted a charge, mortgage or other security over real or personal property, those charges, mortgages, general security agreement or other security interests will continue and co-exist with the obligations and security interests created in this agreement. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

5. PURPOSE OF CREDIT

- (a) The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

6. FORMATION OF CONTRACT

- (a) Quotations made by the Supplier will not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only written acceptance by the Supplier of the Applicant's offer will complete a contract.
- (b) Placement of an order, either verbally or in writing, will imply acceptance of the Supplier's offer and of these terms and conditions.

7. RETENTION OF TITLE

- (a) Whilst the Applicant has not paid for the goods supplied in full at any time, the Applicant agrees that property and title in the goods will not pass to the Applicant and the Supplier retains the legal and equitable title in those goods supplied and not yet sold.
- (b) Until payment in full has been made to the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier, and will not mix the goods with other similar goods.
- (c) The Applicant will be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to the Supplier, the Applicant will sell as agent and bailee for the Supplier and the proceeds of sale of the goods will be held by the Applicant on trust for the Supplier absolutely.
- (d) The Applicant's indebtedness to the Supplier, whether in full or in part, will not be discharged by the operation of clause 7(c) hereof unless and until the funds held on trust are remitted to the Supplier.
- (e) The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Supplier has the right, with or without prior notice to the Applicant, to enter upon any premises occupied by the Applicant (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the goods of the Supplier and to repossess the goods which may be in the Applicant's possession, custody or control when payment is overdue.
- (f) The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 7(e). Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.
- (g) The Applicant agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.
- (h) The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 7(d). Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.
- (i) For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the *Personal Property Securities Act 2009*.

8. CANCELLATION OF TERMS OF CREDIT

- (a) The Supplier reserves the right to withdraw credit at any time, whether the Applicant is in default under the terms of this agreement or not.
- (b) Upon cancellation with or without notice all liabilities incurred by the Applicant become immediately due and payable to the Supplier.

9. INDEMNITY

- (a) The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

10. PROVISION OF FURTHER INFORMATION

- (a) The Applicant undertakes to comply with any request by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.
- (b) If the Applicant is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.

11. CORPORATIONS

- (a) If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this agreement and that all of its directors will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

12. TRUSTEE CAPACITY

- (a) If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that:
- (i) the Applicant enters into this agreement in both its capacity as trustee and in its personal capacity;
  - (ii) the Applicant has the right to be indemnified out of trust assets;
  - (iii) the Applicant has the power under the trust deed to sign this agreement; and
  - (iv) the Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.
- (b) The Applicant must give the Supplier a copy of the trust deed upon request.

13. PARTNERSHIP

- (a) If the Applicant enters into this agreement as partners, the Applicant warrants that all of the partners have signed this agreement and that all of the partners will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
- (b) If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

14. INSOLVENCY

- (a) If the Applicant becomes insolvent, the Applicant remains liable under this agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

15. WAIVER

- (a) A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Applicant must be made by the Applicant's authorised officer in writing.
- (b) Until ownership of the goods passes, the Applicant waives its rights it would otherwise have under the PPSA:
- (i) under section 95 to receive notice of intention to remove an accession;
  - (ii) under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
  - (iii) under section 121(4) to receive a notice of enforcement action against liquid assets;
  - (iv) under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;
  - (v) under section 130 to receive a notice to dispose of goods;
  - (vi) under section 132(2) to receive a statement of account following disposal of goods;
  - (vii) under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
  - (viii) under section 135 to receive notice of any proposal of the Supplier to retain goods;
  - (ix) under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
  - (x) under section 142 to redeem the goods;
  - (xi) under section 143 to reinstate the security agreement; and
  - (xii) under section 157(1) and 157(3) to receive a notice of any verification statement.

16. COSTS

- (a) The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant. The Applicant must also pay for all stamp duty and other taxes payable on this agreement (if any).
- (b) The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Applicant to the Supplier irrespective of whether pursuit of the recovery action, claim or remedy is successful.

- (c) The Applicant acknowledges and agrees that payments by the Applicant will be applied by the Supplier as follows.
  - (i) firstly, in payment of any and all collection costs and legal costs in accordance with clauses 7(e) and 16(b).
  - (ii) secondly, in payment of any interest incurred in accordance with clause 18.
  - (iii) thirdly, in payment of the outstanding invoice(s).

**17. TAXES AND DUTY**

- (a) The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this agreement. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.
- (b) If as a result of:
  - (i) any legislation becoming applicable to the subject matter of this agreement; or
  - (ii) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
 the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on demand.

**18. INTEREST RATES**

The interest rate on any outstanding debts is a fixed rate of 15 percent per annum.

**19. SET-OFF**

- (a) All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding.
- (b) Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

**20. MISCELLANEOUS**

- (a) The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.
- (b) In relation to the supply of goods, the Supplier's liability is limited to:
  - (i) replacing the goods or supplying similar goods;
  - (ii) repairing the goods;
  - (iii) providing the cost for replacing the goods or for acquiring equivalent goods; and
  - (iv) providing the cost for having the goods repaired.
- (c) In relation to the supply of services, the Supplier's liability is limited to:
  - (i) supplying the service again; or
  - (ii) providing for the cost of having the services supplied again.
- (d) The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant.
- (e) The Applicant will, at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to register the security interest granted by the Applicant under the PPSR.
- (f) The Applicant agrees to accept service of any document required to be served, including any notice under this agreement or the PPSR or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.
- (g) The Applicant further agrees that where we have rights in addition to those under part 4 of the PPSR, those rights will continue to apply.
- (h) The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, without notice, and without being in any way liable to the Applicant or to any third party, of the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSR, and the Applicant shall indemnify the Supplier from any claims made by any third party as a result of such exercise.
- (i) Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this agreement of all or any of the provisions the Competition and Consumer Act 2010 or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

**21. SEVERANCE**

- (a) If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
- (b) If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

**22. VARIATION**

- (a) The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant.
- (b) Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

**23. CONSENT TO REGISTER**

- (a) The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
- (b) The Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

**24. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.

**25. PERSONAL PROPERTY SECURITIES ACT (PPSA)**

- (a) For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the *Personal Property Securities Act 2009*. If Bernard Petroleum Pty Ltd determines that this Agreement (or a transaction in connection with it) is or creates a security interest for the purposes of the PPSA, the Applicant agrees to do all things which Bernard Petroleum Pty Ltd considers necessary for the purposes of registering its security interest including providing consents, signing and producing documents or supplying information.
- (b) The Applicant agrees to accept service of any document required to be served, including any notice under this agreement or the PPSR or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.
- (c) The Applicant further agrees that where we have rights in addition to those under part 4 of the PPSR, those rights will continue to apply.
- (e) The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, without notice, and without being in any way liable to the Applicant or to any third party, of the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSR, and the Applicant shall indemnify the Supplier from any claims made by any third party as a result of such exercise.
- (f) The Applicants waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

**26. PRIVACY ACT**

The Applicant agrees to the terms of the *Privacy Act 1988* authorisation contained in this document.  
 The Applicant hereby applies for the opening of an account and provides the above information in support thereof.  
 I am/We are authorised to sign this credit application form on behalf of the Applicant and the information given is true and correct to the best of my/our knowledge.

Position..... Signature..... Date.....  + sign date

Position..... Signature..... Date.....  + sign date

I declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for business or investment purposes (or for both purposes)

**IMPORTANT:** You should **NOT** sign this declaration unless this loan is wholly or predominantly for business or investment purposes.

By signing this declaration, you may lose your protection under the Consumer Credit Code. Signature.....

**PRIVACY ACT 1988 AUTHORISATION**

To enable the Supplier to assess the credit application or to review any existing credit, the Applicant and Guarantors authorise Supplier to obtain

1. from a credit reporting agency a credit report containing personal information about the Applicant and Guarantors in relation to credit provided by the Supplier (section 18K(1)(a) of the *Privacy Act 1988*);
2. a report from a credit reporting agency containing personal information about the Applicant and the Guarantors (section 18K(1)(b) of the *Privacy Act 1988*); and
3. a report containing information about the Applicant's and the Guarantors' commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person or an entity in relation to credit provided by the Supplier (section 18L (4) of the *Privacy Act 1988*).

The Applicant authorises the Supplier to provide certain personal information about the Applicant under section 18E(8)(c) of the *Privacy Act 1988*. The information which may be given to an agency is covered by section 18E(1) of the *Privacy Act 1988* and includes:

1. the fact that application for credit has been made;
2. the fact that the Supplier is a credit provider to the Applicant;
3. payments which become overdue more than 60 days;
4. advice that payments are no longer overdue;
5. cheques drawn by the Applicant in excess of \$100 that have been dishonoured more than once;
6. in specified circumstances, that in the opinion of the Supplier the Applicant has committed a serious credit infringement;
7. that the credit provided to the Applicant by the Supplier has been discharged.

In accordance with section 18N(1)(b) of the *Privacy Act 1988*, the Applicant authorises the Supplier to give and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's 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 1988*.



**Bernard Petroleum Pty Ltd**  
ABN: 24 603 456 364  
P: (07) 5486 5993  
M: 0487 911 223  
F: (07) 5486 5322  
E: accounts@bernardpetroleum.com.au  
1702 Tin Can Bay Road, Goombourian Qld 4570

## DIRECTORS DEED OF GUARANTEE

Directors Name: ..... Home Address: .....

Directors Name: ..... Home Address: .....

Directors Name: ..... Home Address: .....

**(Guarantors)** hereby covenant and undertake and if more than one, jointly and severally, as follows.

### 1. JURISDICTION

- (a) The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the laws of Queensland, and the laws of the commonwealth of Australia which are in force in Queensland.
- (b) The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

### 2. CONSIDERATION

In consideration of the Supplier extending or agreeing to extend credit or further credit to the Applicant at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold from time to time, the Guarantors guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Applicant on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Applicant to the Supplier arising out of a relationship of trustee and beneficiary.

### 3. GUARANTEE AND INDEMNITY

- (a) The Guarantors agree to guarantee and indemnify the Supplier against all losses damages or expenses that the Supplier may suffer as a result, either directly or indirectly, of any failure by the Applicant to make due payment of any money owing to the Supplier whether for goods sold or otherwise or to observe the terms of any agreement between the Applicant and the Supplier, including costs on an indemnity basis of any attempt or attempts to recover from the Applicant or any Guarantor and whether successful or not or whether frustrated by the Applicant or Guarantor or by operation of law and including costs ordered by a court to be paid by the Supplier to the Applicant or to any Guarantor including the costs of lodging and withdrawing caveats and/or obtaining injunctions and enforcing any security over real and personal property given to the Supplier.
- (b) This guarantee and indemnity will be a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Supplier to the credit of any account of the Applicant or the Guarantors, or deemed to be held on trust by the Applicant for the Supplier, and will be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses 2 and 3(a) of this guarantee and indemnity.
- (c) Where two or more persons execute this guarantee and indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and the Supplier will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
- (d) The Supplier will have the right to proceed against the Guarantors under the Guarantee and Indemnity, irrespective of default of the Applicant to pay and with or without notice to the Applicant, as if the primary liability for any money owing was the Guarantors' own. Further, the Suppliers will have the right to proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
- (e) This guarantee and indemnity will continue in force until such time as the Supplier releases the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Applicant.
- (f) This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
  - (i) any other security taken by the Supplier from the Applicant or from any other person;
  - (ii) any waiver or indulgence, whether as to time or otherwise, given to the Applicant or to the Guarantors or any one or more of the Guarantors;
  - (iii) by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors obligations contained in this guarantee and indemnity; or
  - (iv) any person named in this guarantee and indemnity as Guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity.

### 4. RIGHT OF SUBROGATION

- (a) In the event of the Guarantors and/or the other Guarantors making any payment in respect to an obligation of the Applicant whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Applicant unless and until the Supplier has been paid in full.
- (b) In the event of the Applicant going into liquidation, the Guarantors will be prohibited from proving in competition with the Applicant unless and until the Supplier has been paid in full.

### 5. INSOLVENCY OF APPLICANT

No sum of money which the Applicant pays to the Supplier and the Supplier later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Applicant by reason of the *Corporations Act 2001*, *Bankruptcy Act 1966* or otherwise will, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Applicant.

### 6. COSTS

- (a) The Supplier is at liberty from time to time to charge the account of the Applicant with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:
  - (i) the account of the Applicant;
  - (ii) this guarantee and indemnity;
  - (iii) any other security in respect of the indebtedness of the Applicant to the Supplier;
  - (iv) the preparation, completion and stamping of this deed; or
  - (v) the exercise or attempted exercise of any right, power or remedy conferred on the Supplier under or by virtue of this deed; and the same will be part of the monies secured by this deed.
- (b) The Guarantors agree to pay the Supplier's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.
- (c) The Guarantors appoint as their duly constituted attorney the Supplier's company secretary from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.

### 7. VARIATION

- (a) The Guarantors authorise the Supplier to give time or any other indulgence or consideration to the Applicant in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
- (b) The Guarantors agree that this guarantee and indemnity will not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement(s) with the Applicant, even if such variation or alteration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.

### 8. SEVERANCE

If any provision of this guarantee and indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.

### 9. SECURITY/CHARGE

- (a) The Guarantors charge in favour of the Supplier all of their estate and interest in any real property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 0 and (a).
- (b) The Guarantors charge in favour of the Supplier all of their estate and interest in any personal property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 0 and (a).
- (c) This guarantee and indemnity secures the repayment of all monies owed by the Applicant whatsoever, and this deed constitutes the entire guarantee.
- (d) Where the Guarantors have previously entered into an agreement with the Supplier by which the Guarantors have granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this deed. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

### 10. PERSONAL PROPERTY SECURITIES ACT

For the avoidance of any doubt, the security interest(s) created by this instrument in favour of the Supplier constitutes security interests pursuant to the *Personal Property Securities Act 2009*.

If Bernard Petroleum Pty Ltd determines that this Agreement (or a transaction in connection with it) is or creates a security interest for the purposes of the PPSA, the Applicant agrees to do all things which Bernard Petroleum Pty Ltd considers necessary for the purposes of registering its security interest including providing consents, signing and producing documents or supplying information.

(b) The Guarantors waive any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

### 11. PRIVACY ACT


The Guarantors agree to the terms of the *Privacy Act 1988* authorisation contained in this document.

# DIRECTORS DEED OF GUARANTEE (cont)

IN WITNESS Whereof the parties hereto have set their hands the day and year first herein before written.

IN WITNESS WHEREOF these presents have been duly executed the day and year first hereinafter written.


Signed, sealed and delivered by the said Guarantor;

i) .....  + **sign date**  
Director's Signature

In the presence of: Witness

..... Dated: ...../...../.....  
Witness Signature


Signed, sealed and delivered by the said Guarantor:

ii) .....  + **sign date**  
Director's Signature

In the presence of: Witness

..... Dated: ...../...../.....  
Witness Signature

Signed, sealed and delivered by the said Guarantor:

iii) .....  + **sign date**  
Director's Signature

In the presence of: Witness

..... Dated: ...../...../.....  
Witness Signature



Bernard Petroleum Pty Ltd  
ABN: 24 603 456 364  
P: (07) 5486 5993  
M: 0487 911 223  
F: (07) 5486 5322  
E: accounts@bernardpetroleum.com.au  
1702 Tin Can Bay Road, Goomborian Qld 4570

# FUEL CARD REQUEST FORM 24HR DIESEL COMPAC CARD TERMINAL

NEW

ADDITIONAL

RE-ISSUE

APPLICANT NAME: \_\_\_\_\_

I ..... the applicant, request that you issue Fuel card/s detailed below.

HOW MANY CARDS DO YOU REQUIRE?

ODOMETER REQ'D ON CARDS

CARD DETAILS (LINE 2) (MAX 27 CHARACTERS INCLUDING SPACES)	REGO / NAME (MAX 7 CHARACTERS)	FLEET NO.	PIN # (OPPTIONAL)	OFFICE USE ONLY (CARD #)

Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

as per Credit Application Form.



The applicant hereby agrees to be liable for all purchases made on the Fuel card/s irrespective of how they were incurred excepting only for those incurred by the gross negligence of fraud of the supplier or his employees or agents.

The applicant agrees that all of the terms set out in the credit application form apply to each of the Fuel cards including cards that are re-issued.

Any Fuel card that is lost or mislaid must be reported to the supplier immediately.

The Fuel card/s are valued only at participating service stations for the period show on the card.

The supplier will not be liable if, for any reason, a participating service station will not accept the Fuel card/s.

Fees will apply to Fuel cards at the rate of \$50.00 plus GST per annum, per card.

Fees will apply for replacement of lost or damaged cards at the rate of \$5.00 plus GST per card.



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 1702 Tin Can Bay Road, Goomborian Qld 4570

## DIRECT DEBIT REQUEST

**Request and Authority to debit the account named below to pay  
 BERNARD PETROLEUM PTY LTD**

<b>Request and Authority to debit</b>	Surname or company name _____  Given names or ACN/ABN _____ (“you”)  request and authorise <b>Bernard Petroleum Pty Ltd User Id ABN 24 603 456 364</b> to arrange, through its own financial institution, for any amount <b>Bernard Petroleum Pty Ltd</b> may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to <b>Bernard Petroleum Pty Ltd</b> , subject to the terms and conditions of the Direct Debit Request Service Agreement	
<b>Insert the name and address of financial institution at which account is held</b>	<b>Financial institution name</b> _____ _____ _____	<b>Address</b> _____ _____ _____
<b>Insert details of account to be debited</b>	<b>Name on account</b> _____  <b>BSB number</b>   ___   ___   ___   -   ___   ___   ___    <b>Account number</b>   ___   ___   ___   ___   ___   ___   ___   ___   ___	
<b>Acknowledgment</b>	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and <b>Bernard Petroleum Pty Ltd</b> as set out in this Request and in your Direct Debit Request Service Agreement.	
<b>Payment Details</b>	<input type="checkbox"/> [The maximum amount to be debited at any one time is:  \$   ___   ___   ___   ___   ___   -   ___   ___    _____ (amount in words)  <input type="checkbox"/> Debits may be made seven/fourteen days after the issue of a billing advice. <b>or</b>  <input type="checkbox"/> The first debit may be made on ___ / ___ / ___ and at weekly / fortnightly / monthly / quarterly / half yearly / intervals after that	

**Please sign and date:**

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ + sign date

(If signing for a company; sign and print full name and capacity for signing e.g. director)

\_\_\_\_\_





**Bernard Petroleum Pty Ltd**  
ABN: 24 603 456 364  
P: (07) 5486 5993  
M: 0487 911 223  
F: (07) 5486 5322  
E: accounts@bernardpetroleum.com.au  
1702 Tin Can Bay Road, Goombourian Qld 4570

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Service Agreement with **Bernard Petroleum Pty Ltd ABN 24 603 456 364** It explains 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.

Please keep this agreement 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 authorisation.

### 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 Bernard Petroleum Pty Ltd, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

**you** means the customer who has signed or authorised by other means 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

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *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 *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

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. Amendments by you

3.1 *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: Bernard Petroleum Pty Ltd, 1702 Tin Can Bay Road, Goombourian Qld 4570 or by telephoning *us* on 0487 9114 223 during business hours; or arranging it through your own financial institution, which is required to act promptly on your instructions.

\*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising *us* Bernard Petroleum Pty Ltd your new account details.

### 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

### 5 Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 0487 911 223 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 directly with your financial institution.

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 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

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:

Bernard Petroleum Pty Ltd 1702 Tin Can Bay Rd, Goombourian Qld 4570

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

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