

# COMMERCIAL CREDIT APPLICATION

## AGREEMENT

### DESERT INNS AUSTRALIA PTY LTD

ACN 132 089 037

CMB 7, Stuart Highway, RENNER SPRINGS N.T. 0862

Ph: 08/8964 4505 Fax: 08/8964 4525

Email: [rennersprings@bigpond.com](mailto:rennersprings@bigpond.com)

### Welcome to Renner Outback Credit for Diesel Fuel from IOR Petroleum

#### New Customer Application

Maximum Trading Terms: 7 Days from receipt of Fuel unless otherwise agreed by DIA P/L.

Company/Trustee/Sole Trader/Partnership  
(please circle)

PLEASE PRINT / USE BLOCK LETTERS

Trading Name

Either if a company – Applicant Company Name

Or – Sole Trader/Partnership/Trustee – or Director  
Applicants(s) full Name(s) and Address (es)

Drivers Lic No:
D.O.B. / /

Drivers Lic No:
D.O.B. / /

Drivers Lic No:
D.O.B. / /

Is the Applicant acting as a Trustee for a Trust?

Yes / No (please circle) or Director of Company  
If yes, As Trustee for (name of Trust)

ACN if applicable \_\_\_\_\_

ABN \_\_\_\_\_

Registered Street Address (PO Box not acceptable)

Next of Kin & Contact Phone Number:

Name:
Ph:

Postal Address (PO or "As Above")

Telephone:

Fax:

Email:

Contact Name:

Mobile:

Nature of Business:

Trade/Personal References: Please supply fax details

Name:
Business/Type:
Your Supplier A/C No:
Telephone:                      Fax:
Email: _____

Name:
Business/Type:
Your Supplier A/C No:
Telephone:                      Fax:
Email: _____

Name:
Business/Type:
Your Supplier A/C No:
Telephone:                      Fax:
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**The following section is to be completed by customers to obtain Tags.**

#### Order Form

Please read these instructions before completing the details.

**1. Registration/Fleet Number**

Registration Number (eg HTA 636) or your own vehicle fleet number if preferred (eg JC 03) must be provided.

**2. Vehicle Description**

Provide a vehicle description for that Registration Number/Fleet Number (eg Mack Truck, Toyota Ute, Grader etc) as you want it to appear on your transaction report.

**3. Pin Number**

You can nominate up to 6 digits. You can nominate a PIN for each Tag or the same PIN for a group of Tags. It is highly recommended that you change your PINS from time to time.

**4. Tag Limits**

You are responsible for all fuel dispensed against your TAG and PIN. For your security you can specify a daily limit for the quantity of fuel that can be dispensed against each Tag. Irrespective of customer request, DIA reserves the right to impose tag limits at any time.

**5. Update Details**

Please estimate your trip duration so that your Tag can be re-activated at any time

**6. Principal Sites**

Indicate below your expected usage.

Site	Est. Fuel purchase qty – litres/month

## TAG ORDER FORM

Customer Name:

Rego/Fleet No:	Vehicle Description	PIN	Daily Tag Limit Litres	Tag No: (DIA use only)

**Make a separate list for any additional vehicles**

# CREDIT APPLICATION

**Desert Inns Australia Pty Ltd**  
ACN ACN 132 089 037

1. Subject to acceptance by DIA of this application for credit (Application) the applicant agrees that the terms and conditions set out below and in the following pages (the Terms) will apply to the provision of credit and the sale of Stock to the Applicant. The Applicant has read and understood the Terms.
2. The Applicant declares that the information provided on this application is true, complete and correct. The Applicant acknowledges that DIA has relied on that information in determining whether or not to extend credit to the Applicant.
3.
  1. DIA reserves the right to accept or reject the Application in its absolute discretion.
  2. The Applicant authorises DIA to make enquiries and obtain information (including without limitation obtaining a consumer credit report) concerning the commercial activities and consumer and commercial creditworthiness of the Applicant and as to the accuracy of the information provided in this application.
  3. The Applicant authorised DIA to make any additional periodical checks that DIA thinks fit with regard to the continuing capacity of the Applicant to pay for Stock.
  4. DIA may supply to or obtain any information about the Applicant from any credit reporting agency or credit provider pursuant to the **Privacy Act** 1988 (PA) as amended. DIA may seek information from or exchange information with any credit providers or creditors for any purpose of or incidental to this application including without limitation, obtaining a consumer credit report and allowing a credit reporting agency to create or maintain a credit information file in relation to the Applicant. Subject to the PA the Applicant may be given access upon request to the information held by DIA about the Applicant. DIA may also release information about the Applicant as required by law or where the interests of DIA require such disclosure.
  5. Consents, permissions and authorisations given by the Applicant under clauses 2 to 4 inclusive continue in force at all times while this application is being considered, if this application is accepted and while any credit is being provided by DIA to the Applicant.

*Signed on behalf of the Company (if a Company) in accordance with section 127 of the Corporation Act 2001 in the presence of:*

**Company Name:**

**Director Signature:**

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

**Director Signature:**

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

**Witness:**

***Sole Trader, Partnership or Trustee to sign below***

Full Name:  
-----

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

Full Name:  
-----

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

Full Name:  
-----

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

## CREDIT APPLICATION

### Guarantee and Indemnity by Guarantors/Directors

1. In consideration of DIA accepting this application for credit at our request we being the persons referred to as the Guarantor/s or Directors in this form (and where more than one jointly and severally) guarantee to DIA the due and punctual payment by the Customer of all sums of money due and payable for Stock provided by DIA to the Customer and the due and punctual payment of all other monies which at any time become owing by the Customer to DIA under the Terms.
2. We indemnify DIA against any loss caused to DIA by the failure of the Customer to pay for all or any Stock supplied by DIA to the Customer and any loss caused to DIA by the failure of the Customer to pay any other monies owing or which become owing to DIA under the Terms.
3. This guarantee and indemnity is a principal obligation and may be enforced against us without DIA having to proceed against the Customer first or at all.
4. We shall remain bound by this guarantee and indemnity notwithstanding anything which may occur which may otherwise at law have discharged us including without limitation any time given to the Customer to pay or variation to the Terms without reference to us.
5. This guarantee is a continuing guarantee and shall not be determined by the death, insolvency or liquidation of the Customer.
6. Any payment made to DIA by or on behalf of the Customer or by us shall be deemed not have discharged our liability if that payment is subsequently avoided by statutory provision or otherwise and in that case DIA and ourselves shall be in a position in which we would have been if such payment had not been made.
7. We agree to DIA making enquiries and obtaining (including obtaining a consumer credit report) concerning our commercial activities and our consumer and commercial creditworthiness or as to the accuracy of any information provided to DIA by us to enable DIA to access the application for credit by the customer and for the purpose of assessing whether to accept us as guarantors for credit applied for, and if the Application is accepted by DIA, provided to the Customer. We agree to a credit reporting agency or credit provider providing this information to DIA. And waive our rights under the Privacy Act or amended for the purposes of this part.
8. We acknowledge that we have read and understood the Terms.
9. Consents, permissions and authorisations given by us under clauses 8 to 11 inclusive continue in force at all times while this Application is being actioned or accepted, if this Application is accepted
10. Words not otherwise defined in this guarantee and indemnity shall have the same meaning as in the Terms of which this guarantee and indemnity forms part and "Customer" means the Applicant where the Application for credit is accepted y DIA.
11. Agreement to this Guarantee and Indemnity is evidenced by the signatures give below.

Guarantors to complete and sign below full name, address, date of birth, drivers licence number)

Full Name:	D.O.B: __/__/__
Address:	
Signature:	Drivers Lic No:
Full Name:	D.O.B: __/__/__
Address:	
Signature:	Drivers Lic No:
Witness:	Date: __/__/__

Full Name:	D.O.B: __/__/__
Address:	
Signature:	Drivers Lic No:
Witness:	Date: __/__/__

# CREDIT APPLICATION

## DIRECT DEBIT AUTHORITY

*(This form must be completed)*

**Name of Customer providing the Direct Debit Authority**  
Your surname or Company Name

**Given Names or ACN/ABN**

I/We request you until further notice in writing to debit my/our account described in the schedule below any amounts which

Name of Debit User: ACPA User ID Number

**Desert Inns Australia Pty Ltd (ACN 132 089 037) No: TBA**

("The Debit User") may debit or charge me/us through the Direct Debit System or Bulk Electronic Clearing System. This authorisation is to remain in force in accordance with the terms of the Customer Service Agreement

I/We authorise:

1. The Debit User to verify the details of the below mentioned account with my/our Financial Institution; and
2. The Financial Institution to release information allowing the Debit User to verify the below mentioned account details.

I/We understand and acknowledge that:

1. The Financial Institution may in its absolute discretion determine the order of priority of payment by it of any moneys pursuant to this Request r any authority or mandate.
2. The Financial Institution may in its absolute discretion at any time by notice in writing to me/us terminate this request as to further debits.
3. The Debit User may by prior arrangement and advise to me/us vary the amount and/or frequency of direct debits
4. This Direct Debit arrangement is governed y the terms of the Customer Service Agreement.

**Name of Financial Institution where account is held**

Branch:

**Address of Financial Institution where account is held**

PCode:

**Account Name**

**BSB No:**

**Account No:**

**Signature/s (if joint account all signatures may be required)**

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

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

**Request and authority to Direct Debit a Credit Card**

**Credit Card No**

**Expiry Date:**

**CVV Code:**

**Cardholders Name:**

**Card Type: Visa / Mastercard / American Express**

**Cardholders Signature:**

**Direct Debit Request – Customer Service Agreement**

1. These terms apply if you and DIA agree that payments for Stock can be made by direct debit from a nominated bank account or credit card with your Financial Institution. Direct debiting will occur through the Bulk Electronic Clearing System.
2. You must ensure that your nominated bank account or credit card can be subject to direct debiting. If in doubt check with your Financial Institution. Charges or fees may be imposed by your Financial Institution for direct debit.
3. The debits will occur on the last day of each calendar month for purchased during that month. Each debit will b in the amount owing by you to DIA for the ordered stock as shown in the invoice issued to you by DIA with respect of that month.
4. Your nominated bank account will be directly debited by DIA in preference to your nominated credit card. If the drawing by direct debit on your nominated bank account is returned unsatisfied. DIA will then attempt to direct debit your credit card.
5. DIA will advise of amounts debited by way of rendered invoices for stock ordered on a monthly basis.
6. Where the date of the direct debit falls on a non-business day DIA will draw the amount on the next business day.
7. DIA will not vary the debit arrangements without giving you at least 14 days notice.
8. DIA may cancel the direct debit if three or more drawings are returned unsatisfied. Upon cancellation you must immediately arrange an alternate payment method acceptable to DIA.

9. You may terminate the direct debit by giving written notice to DIA at least three business days prior to the next debit date.
10. You may stop payment of a debit by written notice to DIA at least three business days prior to the relevant debit date. Stop payment or cancellation instructions may also be directed to your Financial Institution but you must provide a copy of any such instructions to DIA to be received by DIA at least three business days prior to the next debit date.
11. If you consider that a debit has been made in breach of these terms then that matter should first be raised with DIA. Claims can also be lodged through your Financial Institution.
12. It is your responsibility to ensure that sufficient clear funds are available in the nominated account or credit card for drawing by the due date. It is also your responsibility to ensure that the authorisation for direct debit given by you is identical to the signing instructions for the nominated account or credit card held by your Financial Institution.
13. It is your responsibility to advise DIA if the account or credit card nominated for debit is transferred, closed or cancelled.
14. If there are insufficient cleared funds in the nominated account to meet a direct debit or the direct debit request fails for some other reason then:
  - a) You may be charged a fee/and or interest by your Financial Institution
  - b) You may also incur fees or charges imposed by DIA; and
  - c) You must arrange for the direct debit payment to be made by another method or arrange for sufficient clear funds to be available in the nominated account by an agreed time so that DIA can process the direct debit payment.
15. Any direct debit arrangements will otherwise be subject to the terms.
16. DIA may terminate the direct debit arrangements at any time by notice to you.
17. If the direct debit arrangements are terminated or stopped for any reason, then you must immediately provide alternative payment methods to DIA's satisfaction.
18. You must meet any charges or fees payable for use of the direct debit facility.
19. DIA will keep all personal information provided by you and the details of the nominated account confidential except where disclosure is required as a matter of law or to the extent necessary for DIA to enforce its legal rights or at your request or the request of the Financial Institution in connection with any claim of alleged incorrect or wrongful debit.

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Email: [rennersprings@bigpond.com](mailto:rennersprings@bigpond.com)

# TERMS & CONDITIONS

## **These Terms**

**DIA** means Desert Inns Australia Pty Ltd ACN 132 089 037 and its related bodies corporate.

**Fuel** means the fuel dispensed at the Site to you or to persons using your Tag and PIN.

**Government Imposts** means all taxes, excise, levies and other government charges including GST payable in respect of the sale of Fuel to you.

**Guarantor** means any person guaranteeing to DIA payment by you for Stock.

**PIN** means your personal identification number for the use of a Tag issued to you.

**Price** means the price for Fuel Charged by DIA as at the date of an order.

**Tag** means the digitally encoded key tag issued to you for use of the fuel dispensing system at a Site

**Stock** means those quantities of Fuel ordered or deemed to be ordered and paid or to be paid for by you and held at a Site.

**Terms** means these terms and conditions

**You** mean the person to whom Fuel is supplied or deemed to be supplied in accordance with these terms

All stock must be paid by you at the Price applying at the date of an order by the end of each Calendar date.

You acknowledge that the Fuel is supplied to you for "commercial" or business purposes of for the purpose of your conduct of a business.

If credit is approved it will be on terms specified by DIA which terms may be varied by DIA on 7 days' notice.

Any credit provided by DIA in excess of the current credit limit for you shall be repayable immediately by you upon demand by DIA. Your obligations under these Terms are not changed if your credit limit is exceeded.

Payment at the Price applying at the date of order must be made in accordance with any credit terms.

An interest charge in an amount notified to you in writing by DIA from time to time (but not exceeding 18% per annum) may apply to amounts not paid by the due date in accordance with these Terms or any credit terms applying to you. Interest charges shall accrue daily on the outstanding balance and shall compound monthly.

DIA will not be liable to you or any other person for any variation, refusal, cancellation or suspension of credit.

DIA may require you to complete a direct debit authority in respect of a bank account or credit card account nominated by you, as a condition of opening and maintaining an order or credit account for Fuel.

DIA reserves the right to impose the following fees and charges: 2% surcharge on credit card transactions, a fee of \$20.00 (including GST) for a replacement or unreturned Tag and a payment dishonoured fee of \$25.00 (including GST) for each dishonoured payment transaction.

A tax invoice will be issued by DIA by email or facsimile for each order at the end of each week. The tax invoice is conclusive of you having evidence of you having ordered the Stock and of the correct pricing and quantity of Fuel at each Site unless you object in writing within 72 hours of receipt.

You shall collect Stock by using the Tag and PIN at the fuel dispensing system at the nominated Site or at such other Site agreed by DIA.

DIA shall give you weekly and monthly email or facsimile reports on your Stock Inventory at Sites.

These reports will be deemed to be correct if no objection is raised by you within 30 days from issue.

You must advise DIA of current contact details for the receipt of invoice and reports.

You are responsible for the security of the Tag and its PIN.

You nominate the PIN for each Tag. Each PIN may be changed by you at any time by request to DIA.

All Tags remain the property of IOR/DIA. You must return all Tags on demand by DIA or upon closing your account.

Lost or stolen Tags must be promptly reported to DIA which shall deactivate those Tags once notified.

DIA shall not be liable for Stock destroyed or stolen where the Stock has been dispensed using your Tag and PIN. All stock dispensed from any site to a person using your Tag and Pin shall be deemed to be a supply of Fuel to you or someone authorised

by you and shall be to your account. You must pay DIA for all such stock.

The Fuel will comply with the requirements of the Fuel Quality Standards Act (2000) and some Sites supplied with maximum 50 rpm sulphur Fuel.

You agree to be bound by these Terms by and upon ordering Stock.

Order may be made by telephone, email or facsimile.

Time is of the essence of your payment obligations Without limiting clause 8. DIA may terminate any credit arrangement immediately if: -

- (a) You or a Guarantor become subject to some form of insolvency administration including without limitation bankruptcy, liquidation or receivership;
- (b) Any amount payable For Stock is outstanding for more than 30 days or
- (c) You breach any of these Terms

Upon termination of credit arrangement all amounts owing by you for Stock will become due and payable immediately.

All government duties, taxes and charges levied in respect of any credit provided to you shall be borne by you.

Without limiting its right at law or under these Terms, DIA may suspend supplies of Fuel to you and demand immediate payment of all outstanding monies for fuel supplied to you if you breach any of these Terms at any time.

If any provision or part of these Terms shall be or be deemed or judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other provision or part except to the extent necessary to give effect to such invalidity.

These Terms may be varied from time to time at DIA's absolute discretion by written notice to you and the varied Terms become effective, and shall apply to all future orders of Fuel, 7 days after any such notice is forwarded to you at your last notified address.