

Commercial Credit Application

United Card Services Pty Ltd ABN 14 120 422 442 ("United")

> ACCOUNT TYPE (Please tick box provided)

Sole Trader
 Partnership
 Company
 Other

MEMBER NUMBER:

> APPLICANT DETAILS

(Please Tick) I/We hereby apply for a United Card account in accordance with your Terms and Conditions and submit the following confidential information for this purpose

Registered company name (in full):

Company ABN: Company ACN:

Sole Traders & Partners only:

Business trading name (in full):

Trading address: Postcode:

Postal Address (if different): Postcode:

Preferred Contact Name: Position:

Telephone No: Fax No: Mobile No:

E-mail address: Monthly Fuel Spend (\$):

Date Business Commenced:

Credit limit requested: *Please estimate amount required over a six week period.

> PERSONAL DETAILS OF DIRECTORS, SOLE TRADERS & PARTNERS

Applicant 1

Family name: Given names:

Residential address: Postcode:

Date of birth: Drivers License No: State: Expiry date:

Applicant 2

Family name: Given names:

Residential address: Postcode:

Date of birth: Drivers License No: State: Expiry date:

> PLEASE ATTACH DETAILS OF ANY FURTHER APPLICANTS WHEN YOU RETURN THIS CREDIT APPLICATION.

> CARDS REQUIRED (To be completed by all Applicants) Please complete and attach list if more than ten cards are required.

CARDHOLDER NAME (max. 15 characters) OR REGISTRATION NO. (max. 15 characters)	Card Type		Products Permitted										PIN 4 DIGITS (Mandatory)				
	Fuels & Lubes only	All Products	Plus ULP (E10)	ULP	DIESEL	Auto LPG	PREMIUM ULP	PREMIUM 100	E85	OIL	Auto Car Wash	Shop		AdBlue			
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Mark box with a cross to select that option per card)

Password for online access

Please provide an alphanumeric password (max. 10 characters) to be used when accessing your account via the web-based customer facilities.

Applicant 1
Sole Traders/Director 1/Partner 1

Name:

Position:

Signature: **X**

Date:

Guarantor 1
Director 1/Partner 1

Name:

Signature: **X**

Date:

Directors & Partners of the Applicant must sign as Guarantors.

Applicant 2
Director 2/Partner 2

Name:

Position:

Signature: **X**

Date:

Guarantor 2
Director 2/Partner 2

Name:

Signature: **X**

Date:

Directors & Partners of the Applicant must sign as Guarantors.

PAYMENT METHOD Please select one payment method

Please note: ALL sections on this page need to be completed and signed.

> DIRECT DEBIT REQUEST

Request and Authority to Debit

Surname or Company Name:

Given names or ACN / ABN:

Requests and authorities United Card Pty Ltd (User ID 325324) to use the Bulk Electronic Clearing System to withdraw any amount I/we owe to it from the account identified below in accordance with its Direct Debit Service Agreement with its financier.

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

Financial institution Name:

Address:

Postcode:

Pay by Direct Debit

Name on Account:

BSB No: Account No:

Pay by Credit Card American Express Visa Mastercard Diners Club

Cardholder's Name:

Card Number:

Expiry Date: /

Payment Details Debits will be made on the 14th day of every month.

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understand the terms set out in this Request and in the Direct Debit Service Agreement.

Insert Your Signature and Address. Before signing, read the Direct Debit Service Agreement.

Signature: X **Date:**

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

Full Name:

Address:

Postcode:

The amount debited will vary according to your usage of the card. It will include any fees or charges agreed between us. The full details of the Direct Debit which outline the Terms and Conditions of the Direct Debit arrangements between you and us is available by calling United Card on **1300 383 587** or at **www.unitedpetroleum.com.au**

Pay by EFT

BANKING DETAILS:

Financial Institution: ANZ
Account Name: United Card
BSB: 013 - 366
Account Number: 8377 - 37477

Pay by BPAY : Biller Code 26567

(Reference number supplied is your Invoice number).

(Payment must be deposited into our bank account no later than the invoice due date).

> PRIVACY ACT AUTHORISATIONS AND ACKNOWLEDGEMENTS

To be completed by a sole trader, every partner in a partnership and every director of a company and any additional guarantors.

I agree:

- (a) that United is allowed to give to a credit reporting agency the personal information contained in the Application or otherwise acquired by United and which is permitted to be kept on a credit information file;
- (b) to United obtaining a consumer credit report containing information about the Applicant from a credit reporting agency, for the purpose of assessing an Application for commercial credit; whether made by me or the Applicant;
- (c) that United may exchange information about me with any credit providers named in this Application or named in a consumer credit report issued by a credit reporting agency;
- (d) that United may use my personal information for planning, product development and research;
- (e) that United may exchange information about me with my referees;
- (f) that United may disclose personal information to its related entities and service providers (including bankers, electronic interface switch providers, roadside assist service providers, printers, insurance companies, mail houses, solicitors, auditors, professional advisers and debt recovery agents) to enable United to manage the Applicant's account;
- (g) that if United is unable to collect personal information about me, then United may close my accounts;
- (h) that I am aware that I can request a copy of any personal information held about me by United free of charge;
- (i) to provide any additional information to United upon request.

The Applicant authorises United to seek access to, collect and use the above information for the above purposes and acknowledges that the operation of this clause will extend to any person issued with a card on the Applicant's account and the Applicant warrants to United that the Applicant will have permission of any card holder on the Applicant's account to give the above information to United and its Merchants.

> AGREEMENT

Each Applicant and Guarantor:

1. authorises United to open an account in the Applicant's name and to issue United Cards for use on the account to anyone that the Applicant may request;
2. acknowledges that this Application is an unconditional offer to United on the terms set out in the United Card Terms and Conditions which may be accepted by United opening an account in the Applicant's name;
3. agrees to provide a copy of the United Card Terms and Conditions (as in force from time to time) to any person authorised by the Applicant from time to time to use a United Card;
4. represents and warrants that the information provided in this Application is true, correct and complete;
5. acknowledges that United will rely on the information provided in the Application;

IMPORTANT NOTES:

- 1. YOU SHOULD NOT SIGN THIS DECLARATION UNLESS THIS LOAN IS WHOLLY OR PREDOMINANTLY FOR BUSINESS.**
- 2. BY SIGNING THIS DECLARATION YOU MAY LOSE YOUR PROTECTION UNDER THE NATIONAL CREDIT CODE.**

6. agrees that United is not obliged to extend credit in excess of 1.5 times the monthly expenditure limit estimated in the Applicant details section;
7. declares that the credit is to be applied predominantly for business purposes or investment purposes other than investment in residential property;
8. will charge all its interest in everything it owns now or in the future to United in order to secure payment of all money due; and
9. will identify in its records and books of account any property it presently holds or acquires in the future; and
10. acknowledges that United shall have a lien over any and all assets and will not sell or dispose of anything except in the ordinary course of its business. United may enter any premises the Applicant owns or occupies (on any day or night of the year, using force if necessary) and seize, remove, store and sell anything the applicant owns (by private treaty, public auction, tender or otherwise) at whatever price and terms that United thinks fit. United may buy in at any auction or tender sale and disclose the reserve price. This charge is a continuing security;
11. agrees that each Guarantor is personally liable as a principal debtor (and not as surety) jointly and severally with the Applicant for any money owing by the Applicant to United;
12. agrees that each Guarantor's liability will survive the variation of the agreement or termination of the agreement with the Applicant;
13. agrees that the law of Victoria applies;
14. agrees that any proceedings may be commenced and heard in a Victorian court; and
15. will reimburse United for its costs (worked out on a solicitor/client scale) of enforcing this agreement.
16. If the Personal Property Securities Act 2009 (Cth) ("Act") applies, or will apply at a future date, to this Application and United determines the Act:
 - (a) adversely affects (or would adversely affect) United's position, rights or obligations under or in connection with this Application; or
 - (b) enables or would enable United's position to be improved without adversely affecting the Applicant or any Guarantor, United may require the Applicant or any Guarantor to do anything (including amending the terms of this Application) that United deems necessary to ensure that, to the maximum possible extent, United's position, rights and obligations, are not adversely affected (or are improved). Each of the Applicant or any Guarantor so requested must comply with the requirements of that notice within the time stipulated in the notice. United need not give any notice under the Act unless the notice is required by the Act and cannot be excluded."
17. Any reference in this Credit Application to United Card Services Pty Ltd (A.C.N. 120 422 442), ("UNITED") includes United Petroleum Pty Ltd (A.C.N. 085 779 255) and Independent Fuels Australia Pty Ltd (A.C.N. 076 438 901) of 200 Hoddle Street, Abbotsford Vic 3067 and all related entities and associated entities within the meaning of the Corporations Act.

- 3. IF ACCEPTED BY UNITED THIS IS A PERSONAL GUARANTEE AND WILL AFFECT YOUR PERSONAL RIGHTS.**
- 4. YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS GUARANTEE AND INDEMNITY.**
- 5. I HAVE READ AND UNDERSTAND THE TERMS & CONDITIONS THAT HAVE BEEN ATTACHED TO THIS CREDIT APPLICATION.**

Helping your business
to stay in control



Over 400 sites across Australia



United Card - Customer TERMS & CONDITIONS/2 of 2

receipt of the relevant statement or invoice.

14.2 Subject to clause 11, we will not be responsible (and we accept no liability) for any unauthorised use of a United Card issued to you or your Additional Cardholder and/or PIN.

14.3 We are not liable if you have been unable to complete a transaction for whatever reason or if a Dealer refuses to accept or honour a card. We are not responsible for the goods and services supplied to you by a Dealer unless required by law. You must, if we say so, take up any complaints direct with the Dealer.

14.4 You agree to pay all amounts due on your Account on their due date without deduction despite any dispute or query regarding the relevant statement or invoice. A deduction will only be allowed if we agree to do so in writing.

14.5 Price disputes relating to Fuel, Lubricants or other Agreed Products and Services purchased via a United Card will be treated as follows:

- where the purchase has been effected by an electronic transaction, the dispute will be resolved by reference to the receipt unless otherwise agreed by us; or
- where the purchase has been effected by manual transaction, the dispute will be resolved by reference to the voucher copy and the details on it.

15. Price of Fuel Products

Unless we notify you otherwise in writing, we will debit your Account for Fuel products at:

- the Pump Price applicable on the date and time of purchase; and
- as detailed in your United Petroleum supply agreement

16. Fees

16.1 Card Fee

You must pay the Monthly Fee for each United Card issued to you as specified by us.

16.2 Tax and Duties

We reserve the right to charge you for any government taxes or charges that are or may be imposed or charged in respect of your Account including all stamp duties, transaction duties and any other similar charges or duties.

16.3 Other Fees

- We will charge you a fee for a fuel management report which amount will depend upon the type of media provided.
- You also agree to pay us any increases in the fees and charges described in these Terms and Conditions as well as any new fees notified by us to you from time to time.
- For approved customers the following fees will be charged for payment by credit card:
 - Visa / Master Card -1.2%
 - Amex-2.4%
 - Diners -2.4%

16.4 You also agree to pay United the fees set out on the first page of this application (where applicable) and the fees payable pursuant to clause 19 of this application (where applicable). To the extent that those fees arise and/or are payable by you as a result of default in payment or other breach of these Terms, you acknowledge and accept that the fees are fair and reasonable and a genuine pre-estimate of the loss suffered by United as a result of the default and/or breach.

17. Changing these Terms and Conditions

- We may vary these Terms and Conditions subject to clause 17.2, by written notice to you.
- We will give you at least 7 days' written notice of any variation, before the change takes effect, if any variation or modification would:
 - impose or increase charges relating solely to the operation of your Account or your United Card, or the issue of an additional or replacement United Card to you;
 - increase your liability for losses relating to the Electronic Funds Transfer System; or
 - adjust the card fees applying to the use of your United Card, except if such change relates to charges imposed by Federal or State Governments.

18. Notice and change of details

- Where we are required to give written notice to you the notice will be duly served:
 - by sending such notice by post to your last known address, in which case the notice will be taken to have been served 7 days after it is sent by post to you; or
 - by fax, in which case it will be taken to have been served upon receipt by us of an acknowledgement or transmission report generated by the machine from which the fax was sent; or
 - by email, to the email address that you have provided to us when providing the completed application (or otherwise as provided during

the operation of this agreement), in which case the notice will be taken as having been served on the day it was sent (unless it is sent after 5.00pm on that day, in which case it will be taken as having been served the following day).

18.2 You must notify us of any change in your name, registered office or address immediately upon a change being effected.

19. Default

The Customer agrees to pay the following amounts in the event of any default by it making payment or otherwise breaching these Terms, which amounts the Customer acknowledges and accepts are fair and reasonable and a genuine pre-estimate of the loss and damage suffered by United Card as a result of the default

19.1 Default Interest

You must pay a default interest fee of 3% per calendar month on the overdue portion of your Account calculated on a daily basis from the date the money becomes due and payable to the date of payment of the money by you.

19.2 Late Payment Fee

A late payment fee of \$20.00(+GST) will be charged to your monthly account, for any payments received after the due date and that are otherwise overdue on your Account (including those amounts payable under clause 13.2 of these Terms)

19.3 Dishonour Payment Fee

A Dishonour payment fee of \$30.00(+GST) will be charged for any payments made by the Customer (by direct debit or otherwise) that are dishonoured or otherwise not processed.

20. Enforcement expenses

You must pay us on demand for all costs and expenses including all legal costs (on a solicitor and client basis) incurred in the enforcement of any of our rights including the recovery of all sums and damages in connection with your Fuel Card Contract.

21. Assignment

We may assign or otherwise deal with all rights under your Fuel Card Contract in any way we consider appropriate. You may not assign your rights under your Fuel Card Contract without our consent.

22. Governing law and jurisdiction

Your Fuel Card Contract will be governed by and construed in accordance with the laws of the State of Victoria and you and we agree to submit to the non-exclusive jurisdiction of the Courts of the State Victoria and the Commonwealth of Australia.

DIRECT DEBIT ARRANGEMENTS

(Direct Debit Terms & Conditions)

1. 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 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 United you have authorised by signing a direct debit request.

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

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

2. Debiting Your Account

2.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account.

2.2 We will arrange for funds to be debited from your account on the nominated date, after the provision of an electronic statement which specifies the amount payable by you to us and when it is due. (Unless you are an approved customer and United approves for a billing advice to be sent to the address nominated by you).

2.3 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.

2. Changes by us

2.1 We may vary any details of this agreement or a direct debit request at any time by giving you written notice.

3. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request with our prior written consent.

3.2 If you wish to stop or defer a debit payment you must notify us in writing at least three (3) working days before the next direct debit.

3.3 You may also cancel your authority for us to debit your account at any time by giving us three (3) days notice in writing before the next debit.

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

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by us, including (but not limited to) the fees set out on the first page of this application (where applicable); and
- 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
- you indemnify us against any loss we suffer or expense we incur as a result of there being such insufficient funds.

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

4.4 If we are liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will arrange for your financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

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

6. Accounts

You should check:

- with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts.
- 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, copy or disclosure of that information. 7.2 We will only disclose information that we have about you:

- to the extent specifically required by law; or
- 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:

United Card Services Pty Ltd

PO Box 1028

Collingwood Vic 3066

Or send an email at enquiries@unitedcard.com.au

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 or as you otherwise direct.

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

Please retain these Terms and Conditions for your records

Last update 25/08/2017