

CUSTOMER TRADING APPLICATION



WOODHAM

PETROLEUM SERVICES

Quality . Service . Affordability

Woodham Petroleum Pty Ltd | ABN: 45 654 386 035

T: (02) 6828 1356 | E: accounts@woodhampetroleum.com.au

www.woodhampetroleum.com.au

CUSTOMER TRADING APPLICATION

I/We the undermentioned proposed customer of WOODHAM PETROLEUM PTY LTD ABN 45 654 386 035 ("Woodham Petroleum") for the purpose of establishing a trading account with Woodham Petroleum supply the following particulars:

PART A - DETAILS (ALL CUSTOMERS COMPLETE THIS SECTION)

Trading Name:

Address of Premises:

..... Postcode:

Postal Address:

..... Postcode:

Phone: (.....) Mobile

Email:

PART B - DETAILS (FOR SOLE TRADERS AND PARTNERSHIPS COMPLETE THIS SECTION)

Business Name:

ABN:

Partners:

1. Name: Address:

DOB..... Drivers Lic No:.....

2. Name: Address:

DOB Drivers Lic No:.....

PART C - DETAILS (FOR COMPANIES COMPLETE THIS SECTION)

Company Name:

ACN: Date & Place of Incorporation:

Registered Office:

Directors:

1. Name: Address:

.....

2. Name: Address:

.....

3. Name: Address:

.....

Secretary:

1. Name: Address:

.....

PART D - DETAILS (FOR TRUSTS COMPLETE THIS SECTION)

Trust Name:
ACN/ARBN/CN:
Year/Country Established:
Type of Trust: UNIT/DISCRETIONARY (copy of the current deed with all variations to be supplied)
Full name of Trustee:
Address of Trustee (if a person):
Registered Office (if a corporate trustee):

PART E - TRADE REFERENCES TO BE SUPPLIED BY ALL CUSTOMERS

- 1. Name of Referee:
Business:
Address of Referee:
Phone: (.....)

- 2. Name of Referee:
Business:
Address of Referee:
Phone: (.....)

PART F - TRADING ARRANGEMENTS

Unless otherwise provided for in writing initialled by both parties, payment of all monies owing for product or service supplied will be due and payable seven (7) days from date of invoice.

PART G- BULK FUEL DELIVERY ADDRESS

Please provide information for each delivery destination (for any additional locations please attach an extra page)

- 1. Property Name:
Address (Street/Road number, suburb & postcode).....
.....
Contact Name.....Ph.....
Road Train Accessible? Yes/No Any additional Info on tank and Location.....
.....

- 2. Property Name:
Address (street/road number, location, postcode).....
.....
Contact Name.....Ph.....
Road Train Accessible? Yes/No Any additional Info on tank and Location

WOODHAM PETROLEUM PTY LTD ACN 654 386 035

TERMS & CONDITIONS OF TRADING
AGREEMENT

1. The customer declares that the information supplied by it in this application is true and correct.
2. The customer agrees to notify WOODHAM PETROLEUM PTY LTD ABN 45 654 386 035 (“Woodham Petroleum”) if there is any change to the trading particulars of the customer within fourteen (14) days of that change.
3. The customer shall pay all monies owing for product or service supplied as specified in Part F or otherwise arranged in writing.
4. The price to be paid for deliveries will be the appropriate ruling price at the date of delivery, unless otherwise specifically agreed in writing.
5. The customer agrees that if it fails to pay the account balance in accordance with clause 3:
 - a) Woodham Petroleum shall be entitled to charge an account keeping fee on the outstanding balance at a rate of 1.75% per month (21% per annum) until such amount is paid in full.
 - b) Woodham Petroleum may without notice cease to supply further goods or services to the customer.
 - c) Woodham Petroleum shall be entitled to institute legal proceedings against the customer to recover the outstanding amount.
 - d) The customer will be required to reimburse Woodham Petroleum for all collection costs including legal costs incurred by Woodham Petroleum as a consequence of the default.
6. The customer will be responsible for the product upon delivery and, unless agreed between Woodham Petroleum and the customer, there is no right to return delivered goods unless the goods are defective.
7. Title to the products shall not pass to the customer until payment in full has been received by Woodham Petroleum, and Woodham Petroleum shall be entitled to take possession and dispose of the goods as it sees fit and at any time until full payment has been made and received by Woodham Petroleum. Where any goods belonging to Woodham Petroleum are stored with other goods not belonging to it, Woodham Petroleum is hereby irrevocably appointed the customer’s attorney with power to sort and ascertain which goods belong to it and which do not.
8. The customer is entitled to cancel or terminate any order provided that the customer compensates Woodham Petroleum for all costs incurred as a result of the cancellation or termination including but not limited to transport fees, labour costs and cancellation fees.
9. The customer shall make any complaint that they may have in relation to incorrect charges, non-delivery or quality of goods delivered within fourteen (14) days of the first invoice forwarded by Woodham Petroleum to the customer and the customer acknowledges that should such complaint not be made within that period, the customer shall be deemed to have accepted the goods referred to in the invoice were correctly charged, delivered and were received without defect.
10. The company officeholder who signs this document on behalf of the customer is deemed, by doing so, to take personal responsibility for the debts of the customer and to guarantee the payment of them.

THIS AGREEMENT dated the _____ day of _____, 20_____

.....
Customer

Per: Woodham Petroleum Pty Ltd

.....
Witness to Customer’s Signature

.....

WOODHAM PETROLEUM PTY LTD ACN 654 386 035

THE FORM OF GUARANTEE TO BE SUPPLIED WHEREVER THE CUSTOMER IS A COMPANY OR A CORPORATE TRUSTEE

Director Guarantee

IN CONSIDERATION of WOODHAM PETROLEUM PTY LTD ABN 45 654 386 035 (“Woodham Petroleum”) agreeing, at my request, to supply the customer with goods and services, I guarantee to Woodham Petroleum the due performance and observance by the customer of all the terms and conditions of the trading account of the customer and indemnify and hold indemnified Woodham Petroleum against all breaches by the customer of such terms and conditions and this guarantee and indemnity is a continuing one and my liability under it is not affected by your giving any time or other indulgence to the customer.

DATED this _____ day of _____, 20 _____.

.....
Signature of Guarantor

.....
Full name of Guarantor

.....

.....
Address of Guarantor



Direct Debit Request

**Request and Authority to debit the account named below to pay
Woodham Petroleum Pty Ltd
ABN: 45 654 386 035**

Direct Debit Request and Authorisation

Last Name or Company Name

First Name or ABN 'you'

Request and authorise **Woodham Petroleum Pty Ltd (DE User ID 628463)** to arrange, through its own financial institution, a debit to your nominated account any amount **Woodham Petroleum Pty Ltd** has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Nominated Account Details

Name of Financial Institution

Address of Financial Institution

Name of Account to be debited

BSB

Account Number

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Woodham Petroleum Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

Account Signatures

Signature

Signature

Name of signatory

Name of signatory

Date

Date

Direct Debit Service Agreement

The following is your Direct Debit Service Agreement with **Woodham Petroleum Pty Ltd ABN 45 654 386 035**. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 form.

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 Woodham Petroleum Pty Ltd (the Debit User) you have authorised by signing a *direct debit request*.
- **you** means the customer who signed 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

By signing a *Direct Debit Request*, 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.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*

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

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

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: **accounts@woodhampetroleum.com.au** or by telephoning us on **(02) 6828 1356** during business hours or arranging it through your own financial institution.

4. Your obligations

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**.

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*.

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

5. Dispute

If you believe that there has been an error in debiting *your account*, you should notify us directly on **(02) 6828 1356** 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 with your financial institution direct.

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.

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

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.

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

If you wish to notify us in writing about anything relating to this *agreement*, you should write

accounts@woodhampetroleum.com.au

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

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