

**I. & M. SIMPSON PTY LTD  
FUEL CARD  
TERMS AND CONDITIONS**



**I & M SIMPSON & SON PTY. LTD.**

ACN 006 797 093 ABN 39 006 797 093

**APPLICATION FOR CREDIT**

By using the Fuelcard the Customer Indicates acceptance of the Terms and Conditions as set out below.

1. **INTERPRETATION.** In these terms and conditions unless the context otherwise requires; 'Caltex' means the Caltex Oil (Australia) Pty Limited; 'Cardholder' - means the Customer and persons nominated and authorised by the Customer to use the Fuelcard; 'the Company' means I. & M. Simpson & Son Pty Ltd A.C.N. 006 797 093 A.B.N. 39 006 797 093; 'Customer' means the persons or entity which has been approved by the Company to use the Fuelcard Facility on these terms and conditions; 'Fuelcard' means an embossed plastic credit card with an encoded magnetic strip, issued by the Distributor for use at any Site within the Distributor's network of retail service station sites, in accordance with the terms of this Agreement; 'Merchant' means a person authorised by the Company to provide petroleum products, other goods or services to Cardholders upon production of a Fuelcard; 'Site' means any approved locations as advised by the Distributor from time to time; '-Statement' means a monthly Invoice to be issued by the Company to the Customer in respect of Fuelcard purchases made during that month; 'Transaction' means a transaction whereby Fuelcard is used by a Cardholder to purchase petroleum products, other goods or services as authorised by the Company from a Merchant, as evidenced by the one voucher or receipt.
2. **THE FUEL CARD FACILITY:** The Company agrees to provide the Customer a continuing credit account and Fuelcard (together known as the 'Fuelcard Facility') to enable the Customer and its Cardholders to purchase petroleum products and other goods or services as authorised by the Company at any Site.
3. **USE OF THE FUEL CARD:** The Fuelcard Facility may be used only within the period of validity indicated on the Fuelcard and no Transactions shall be made using the Fuelcard Facility after its cancellation or termination. The Cardholder shall ensure that the outstanding balance of the Fuelcard Facility does not exceed the credit limit authorised by the Company from time to time without the Company's written consent. In the event of any failure to comply with this condition, any account in excess of such limit is payable on demand.
4. **CUSTOMER PURCHASES:** The Cardholder may effect a purchase by the use of a Fuelcard in a manner as advised by the Company from time to time. Upon the completion of a Fuelcard Transaction the Cardholder will receive a receipt or voucher. It is the responsibility of the Customer to check that the details of the Transaction have been accurately recorded on the receipt or voucher. The receipt or voucher so issued shall be the only certification issued to the Customer in respect of the Fuelcard Transaction.
5. **PRICE:** The purchase price of petroleum products and all other goods and services purchased using a Fuelcard shall be as agreed between the Customer and the Company from time to time.
6. **PAYMENT:** The Company will issue Statements for Fuelcard purchases and other charges at the end of each calendar month (or at such other times as the Company notifies the Customer). The Statements shall specify the amounts owed to the Company as at the date indicated on the Statement together with any additional charges and fees applicable thereto. If the Customer has completed a direct debit authorisation in favour of the Company, the Customer will notify the Company and execute a new direct debit authorisation in favour of the Company if there are any variations to the details of the Customer's account as designated in the original direct debit authorisation. Payment in full of all moneys claimed in the Statement must be received by the Company within 21 (twenty-one) days of the date of the Statement (or within such other time limit not exceeding thirty days as the Company stipulates in the Statement).
7. **LATE PAYMENT:** The Customer is in default if payment of any Invoice or Debt is not received by the due date and the Company may (without limitation) cancel the Fuelcard. Payments received by the Company shall be applied firstly in payment of any billed or unpaid charges, secondly in respect of all government duties and taxes, thirdly in respect of any direct or indirect enforcement expenses including legal costs and bank charges, and the remainder in respect of the outstanding closing balance, plus any accrued but unbilled charges. A payment will not be treated as made until the date on which the payment is unconditionally credited to the account of the Company.
8. **ACCOUNT ENQUIRIES:** The Customer may contact the Company, in a manner as advised by the Company, to inquire or to clarify details of any matter relating to any Statement the Customer receives.
9. **GOVERNMENT TAXES AND FEES:** The Company reserves the right to charge the Fuelcard Customer's account with any government duties, taxes or charges now or hereinafter imposed, whether arising out of the issue or use of the Fuelcard and whether or not the Customer is primarily liable for such duties, taxes or charges.
10. **PROPERTY AND SECURITY:** Fuelcard remains the property of the Company. Mutilated and disused cards are to be returned to the Company. The Customer will notify the Company by telephone and then in writing, as soon as possible (during business hours) if the Customer becomes aware of the loss, theft or the possibility of unauthorised use of the Fuelcard. Until the Company receives notice from the Customer, the Customer shall be liable for any unauthorised use of the Fuelcard.
11. **CANCELLATION:** The Company reserves the right to cancel any or all of the Fuelcards issued at any time with or without stating a reason for such a cancellation. In particular, but without limitation, the Company may cancel the Fuelcard if the Customer is in default of its payment obligations. If Fuelcards are cancelled, all amounts owing by the Customer to the Company from the use of the Fuelcard Facility shall be paid to the Company within seven days of notification of cancellation and the Customer shall immediately return the cancelled Fuelcards to the Company.
12. **DISTRIBUTOR CARD UNAVAILABILITY OR ERROR:** Where the Cardholder is unable to complete a Transaction using the Fuelcard or an error occurs the Company shall not be liable for any loss or damage thereby caused and the Company's responsibility shall be limited to the correction of any errors and the refund of any charges of fees imposed on the Customer that may result.
13. **MERCHANTS:** The Company shall not be liable for the refusal by any Merchant to allow purchases to be made or services obtained by use of the Fuelcard, whether it be at the direction of the Company or for any reason whatsoever. Any inquiries arising from any defect or deficiency in any Petroleum Products, goods or services acquired from the use of the Fuelcard must be resolved initially with the Merchant concerned. The Customer shall not be entitled to withhold payment from the Company on account of such claim or dispute.
14. **CHANGE OF ADDRESS:** The Customer shall promptly notify the Company in writing of any change of address.
15. **NOTICE:** Any notice or document required to be served by the Company on the Customer may be duly served by sending such notice by post or by hand delivery to the last known address of the Customer and shall be deemed to have been received by the Customer two (2) days after posting by the Company or at the date of delivery if by hand.
16. **FEES:** A fee of \$5.50 (including GST) is payable for replacement cards. A monthly fee of \$2.75 (including GST) will be charged on each card.
17. **VARIATION:** The Company reserves the right to vary these terms and conditions of use at any time by prior notice in writing. The Company shall give to the Customer not less than 7 days written notice of any variation in the charges payable for the provision of credit under this Agreement or the method of calculation of those charges, prior to the changes taking effect.

Dear Customer,  
To enable your Application for credit to be processed quickly, please complete the details on the following pages in full and forward to:

**I & M Simpson & Son Pty Ltd  
25 Aitken Street  
PO Box 205  
Alexandra 3714**

**SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION,  
PLEASE TELEPHONE (03) 5772 1205 or fax (03) 5772 2574**

**This Application Form is a legal document which should be understood and accepted by applicants when signing.**

**TERMS & CONDITIONS**

The complete I & M Simpson & Son P/L Terms and Conditions are printed on the back page of this Application form. Please be sure you are familiar with them.

**ACCEPTANCE OF TERMS & CONDITIONS**

The complete Fuelcard

- 1) In consideration of the acceptance of this application, I/we agree to be bound by the Terms and Conditions contained in this application form (and as updated and notified from time to time).
- 2) The applicant hereby agrees to abide by **I & M Simpson & Son Pty Ltd A.C.N. 006 797 093 ABN 39 006 797 093 ("Simpsons")** terms of strictly ..... It is further agreed that in the event of full payment not being made by the customer to I & M Simpson & Son P/L and the signatory agree: (a) To pay all legal and/or collection charges incurred in recovery of any overdue amount and to pay compound interest at bank overdraft rates on all overdue amounts calculated monthly from due date. All goods remain the property of **Simpsons** until all goods have been fully paid and I/we further agree that **Simpsons** may give to and receive from other credit providers information in relation to my/our credit worthiness and credit history.
- 3) I/we agree, in accordance with the provisions of paragraphs (b), (e) and (h) of S. 18 K (1) and or S. 18 L (4) of the *Commonwealth Privacy Act 1988* that disclosure by a credit reporting agency and/or use by **Simpsons** of the relevant information referred to in those sections may occur for the purpose of assessing this application.
- 4) I/we warrant that the information given in this application is correct and true and I/we have the authority to sign this application for and on behalf of the business described in Account details.

Dated this.....day of.....20.....

Full Name ..... Signature ..... Position

..... Signature ..... Position

..... Signature ..... Position

# I & M SIMPSON & SON PTY. LTD.

ACN 006 797 093 ABN 39 006 797 093

## APPLICATION FORM

Applicants Name.....

ACN ..... ABN .....

Registered Business Name .....

Address .....

Town.....State.....Postcode .....

Postal address (if applicable).....

Telephone B/H ..... Facsimile .....

Telephone Private ..... Mobile .....

Email.....

- SOLE TRADER     PRIVATE COMPANY     GOVT. INSTRUMENTALITY     TRUST COMPANY  
(Please attach copy of stamped Trust Deed)
- PARTNERSHIP     PUBLIC COMPANY     JOINT VENTURE     OTHER (PLEASE STATE)

Date Business Commenced...../...../.....

Parent Company or Organisation (if applicable) .....

Occupation .....

Estimated value of total fuel purchases per month \$ .....

### BUSINESS OR TRADE REFERENCES

Please note: No bank/finance company or utilities references please.

FULL NAME	ADDRESS	TELEPHONE & FAX
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....

Current Fuel Supplier .....

Estimated Monthly Purchases (litres).....

### FUEL CARD OPTIONS

CUSTOMER NAME	REGISTRATION NO.	ALL PRODUCTS	FUEL ONLY
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

# GUARANTEE

To: I & M SIMPSON & SON Pty Ltd ACN 006 797 093 ABN 39 006 797 093

In consideration of your having at our request agreed to supply.....

.....of.....

..... with certain goods, materials and/or services on credit:

I/We the undersigned  Company  Partnership  Individual agree with you as follows:

- To Guarantee to you and to be otherwise answerable and responsible to you for the due payment by the Company for all goods, materials and services so supplied by you to the Company on credit, as aforesaid.
- This Guarantee is a continuing guarantee and shall extend and apply to any goods, materials and/or services rendered (or as applicable), that shall be supplied by you to the Company, its Agents, Nominees or Successors at law, and it is agreed that my/our liability under this Guarantee is joint, several and irrevocable.
- You shall be at liberty without discharging me/us from liability hereunder to grant time or other indulgence to the Company in respect of goods, materials and/or services supplied by you to it as aforesaid and to accept payment from the Company in cash or by means of negotiable instruments and to treat the Company in all respects as though I/we were jointly liable with it as debtors to you, instead merely of being sureties for the Company.
- That in order to give full effect to this Guarantee, should the Company fail or neglect to pay your lawful demand within 14 days, we declare that you shall be at liberty to proceed against me/us directly for all debts and legal costs as Guarantors as though I/we are principal debtor(s) and I/we hereby waive any of our rights as sureties which may at any time be inconsistent with the provisions of this my/our Guarantee.
- That the guarantors agree and give Simpsons an equitable charge over individual and all their assets and chattels in respect of any outstanding debt.

Director/Owners	Witness
Full Name .....	Full Name .....
Title .....	Title .....

Signed .....	Signed .....
Date .....	Date .....

Director/Owners	Witness
Full Name .....	Full Name .....
Title .....	Title .....

Signed .....	Signed .....
Date .....	Date .....

OFFICE USE ONLY	
References Checked By .....	.....
Amount And Terms Granted .....	.....
Limit Of Credit \$ .....	Days .....
Customer .....	Approved .....