

**I. & M. SIMPSON & SON PTY. LTD.**  
**ACN 006 797 093 ABN 39 006 797 093**  
**(A AMPOL DISTRIBUTOR)**  
 25 Aitken Street / PO Box 205  
 ALEXANDRA VIC 3714  
 Tel: (03) 5772 1205  
 Email: admin@simpsonsfuel.com.au  
 Web: http://www.simpsonsfuel.com.au/



**APPLICATION FOR COMMERCIAL CREDIT**

The Customer applies to Simpsons Fuel to supply goods and/or services to the Customer on the terms of this Application for Commercial Credit which incorporates the attached Terms and Conditions, Privacy Statement and Deed of Guarantee & Indemnity.

Upon acceptance by Simpsons Fuel, Simpsons Fuel may supply goods and/or services to the Customer on the terms and conditions of this Application for Commercial Credit.

**Customer**

Trading name			
Name of company, trust, person(s) or partnership operating business			
ACN	ABN		
Business street address			
Business postal address			
Contact person	Telephone		
Email			
Name of bank	Branch		
Account no.	BSB		
Date business commenced	Nature of business		
Requested credit limit			

**Details of directors/partners/sole traders**

Name		DOB	
Residential address		Drivers licence	
Title		Mobile	

Name		DOB	
Residential address		Drivers licence	
Title		Mobile	

**Trade references**

Name		Telephone	
Email		Fax	
Address			

Name		Telephone	
Email		Fax	
Address			

Name		Telephone	
Email		Fax	
Address			

# TERMS AND CONDITIONS

## Definitions

1. In these terms and conditions:

'**Agreement**' means this document and any annexure or attachment.

'**Simpsons Fuel**' means I. & M. Simpson & Son Pty. Ltd. ACN 006 797 093 trading as Simpsons Fuel and its related bodies corporate (as that term is defined in the *Corporations Act 2001*).

'**Ampol**' means Ampol Australia Petroleum Pty Ltd ACN 000 032 128 and its related bodies corporate (as that term is defined in the *Corporations Act 2001*) (including its successors and permitted assigns).

'**Customer**' means the person, firm, organisation, corporation, trustee of a trust or other entity (including its partners, contractors, servants, agents and employees) that is being provided with Products and/or services from Simpsons Fuel in accordance with these terms and conditions.

'**Cardholder**' means the Customer and persons nominated and authorised by the Customer to use the Fuelcard.

'**Fuelcard**' means an embossed plastic credit card with an encoded magnetic strip, issued by Simpsons Fuel to the Customer and linked to the Customer's commercial credit account with Simpsons Fuel.

'**Fuelcard Facility**' means the facility to purchase Products on commercial credit using the Fuelcard.

'**Lubricants**' means all lubricating oils, greases, brake fluids, coolants, fuel performance additives and degreasers manufactured or marketed (or both) by or on behalf of Ampol or any other supplier of Simpsons Fuel.

'**Petroleum Products**' means petrol, diesel, liquified petroleum gas, and any other products which may be used in combustion engines or propelling motor vehicles and which are supplied by Simpsons Fuel.

'**PPSA**' means the *Personal Property Securities Act 2009* (Cth).

'**PPSR**' means the Personal Property Securities Register.

'**Products**' means Petroleum Products, Lubricants, and other goods supplied by Simpsons Fuel.

'**Statement**' means a monthly invoice to be issued by Simpsons Fuel to the Customer at the end of each month (or at such other time as notified by Simpsons Fuel from time to time) in respect of the Customer's commercial credit account purchases made during the month.

'**Transaction**' means a purchase transaction for which the Customer's commercial credit account is used by the Customer to purchase Products and/or services.

## Purpose of credit

2. The Customer acknowledges and agrees that any credit to be provided to the Customer by Simpsons Fuel is to be applied wholly or predominantly for commercial purposes.

## Fuelcard

3. Where the Customer has an approved commercial credit account with Simpsons Fuel, Simpsons Fuel may, at the Customer's request, supply one or more Fuelcards to the Customer for the Customer's use in accordance with the Fuelcard Facility.

4. All Fuelcards issued by Simpsons Fuel shall remain the sole property of Simpsons Fuel and the Customer undertakes to promptly return to Simpsons Fuel any damaged or disused Fuelcards.

5. The Customer acknowledges and understands that, unless otherwise agreed in writing, Simpsons Fuel shall be at liberty to charge the Customer:

- a monthly fee for each Fuelcard supplied to the Customer; and
- a reissue fee for any Fuelcard Simpsons Fuel reissues to the Customer.

## Use of Fuelcards

6. A Cardholder may use the Fuelcard to purchase Products from Simpsons Fuel and/or any other Ampol supplier/distributor in accordance with the Fuelcard Facility.

7. The Fuelcard Facility may only be used for Transactions from the date of receipt of the Fuelcard by the Customer until the expiration of the Fuelcard or cancellation or termination of the Fuelcard Facility.

8. Upon completion of a Transaction, the Cardholder will receive a receipt or voucher. It is the responsibility of the Cardholder to ensure that the details of the Transaction are accurately recorded on the receipt or voucher.

9. If a Cardholder becomes aware of the loss, theft, or unauthorised use of a Fuelcard, it must promptly notify Simpsons Fuel in writing (and Ampol, where required by Ampol).

10. Until Simpsons Fuel is notified in accordance with clause 9, the Customer, to the extent permitted by law, shall be liable for any unauthorised use of any Fuelcard.

11. Simpsons Fuel reserves the right to (provided it has a legitimate business reason to do so, or if the Customer is in breach of this Agreement) cancel any or all Fuelcards issued to a Customer at any time upon written notice to the Customer.

## Payment terms

12. The terms of payment are strictly fourteen (14) days from the date of the Statement (or such other period as nominated by Simpsons Fuel herein).

13. Simpsons Fuel may, at any time, vary the terms of payment in accordance with the provisions of this Agreement.

14. The Customer must check all Statements and advise Simpsons Fuel of any errors or omissions within seven (7) days of receipt. Failing advice from the Customer that a Statement contains any errors or omissions, the Statement may be deemed accepted by Simpsons Fuel.

15. Should the Customer not pay for the Products and/or services supplied by Simpsons Fuel in accordance with the credit terms as provided herein, or as agreed in writing by Simpsons Fuel and the Customer from time to time, after issuing a demand to the Customer demanding payment within fourteen (14) days, Simpsons Fuel will be entitled to charge an administration fee of ten (10) percent of the amount of the Statement payable.

16. The Customer acknowledges that Simpsons Fuel shall be at liberty to charge a surcharge for credit card payment transactions equal to the merchant fees incurred by Simpsons Fuel.

## Formation of contract

17. Simpsons Fuel may issue a quotation, either verbally or in writing, for the supply of Products at the Customer's request. Quotations shall remain valid for a period of one (1) day from the date of quotation, unless otherwise specified in writing. Simpsons Fuel, in its sole discretion, reserves the right to withdraw, vary or extend any quotation at any time prior to the formation of a contract in accordance with clause 18.

18. Quotations made by Simpsons Fuel will not be construed as an offer or obligation to supply in accordance with the quotation. Simpsons Fuel reserves the right to accept or reject, at its discretion, any offer to purchase received by it upon provision of either verbal or written reasons to the Customer. Only acceptance by Simpsons Fuel of the Customer's offer, or delivery of the Products, will complete a contract.

19. Placement of an order, either verbally or in writing, or use of the Fuelcard Facility, will imply acceptance of Simpsons Fuel's offer and of these terms and conditions.

20. At Simpsons Fuel's sole discretion, a deposit may be required. The deposit amount or percentage of the price due will be stipulated at the time of the order of the Products

and/or services and shall immediately become due and payable upon placement of an order.

## Price

21. Unless otherwise agreed in writing, the prices charged on Statements will be Simpsons Fuel's prevailing price for Products as at the date of delivery.

## Pricing variations

22. Where the Customer requests or directs that any Products and/or services be supplied that are not strictly in accordance with the quotation, then such Products and/or services shall constitute a variation, unless otherwise agreed between the parties.

23. The Customer understands and agrees that:

- all variations must be agreed between the parties in writing prior to the Products and/or services being supplied;
  - all variations shall be invoiced at the rate(s) specified in the quotation, as specifically quoted, or in accordance with the prevailing price as at the date of delivery.
24. Notwithstanding clauses 22 and 23, and subject to any rights the Customer might have under any relevant legislation, Simpsons Fuel reserves the right to vary the quoted price if:
- there is any movement in the cost of supplying the Products and/or services specified in the Customer's order;
  - the Products and/or services specified in the Customer's order are varied from the Products and/or services specified in Simpsons Fuel's quotation; or
  - otherwise provided for in these terms and conditions.

## Cancellation of orders

25. Unless otherwise agreed in writing between the parties, the Customer may not cancel an order (or any part of an order) unless the Customer pays to Simpsons Fuel (in Simpsons Fuel's sole discretion) any and all costs incurred by Simpsons Fuel in relation to the cancelled order (or cancelled part of an order) up until and including the date of cancellation.

26. Notwithstanding any other rights Simpsons Fuel may have under this Agreement, Simpsons Fuel may cancel any order or delivery of any order, by providing either verbal or written notice to the Customer if the Customer:

- defaults in payment of any Statement by the due date;
- enters into liquidation or, in the case the Customer is an individual, becomes bankrupt; or
- breaches an essential term of this Agreement.

27. To the fullest extent permitted by law, Simpsons Fuel accepts no liability for any loss whatsoever incurred by the Customer or any third party as a result of Simpsons Fuel exercising its rights under clause 26.

## Delivery

28. Where Simpsons Fuel has been retained to deliver Products, the Customer:

- shall be liable for all costs associated with delivery, including freight, insurance, handling and other charges, unless otherwise agreed in writing;
- must provide clear and unrestricted access to the point of delivery and must comply with all safety requests of Simpsons Fuel (including its contractors, servants, agents and employees); and
- acknowledges and accepts that any estimated delivery or supply of Products provided by Simpsons Fuel is an estimate only and Simpsons Fuel will not be liable for any loss suffered by the Customer as a result of any delay in the delivery of the Products or non-delivery of the Products.

29. Delivery will be made within normal business hours between Monday to Friday, 7.00am to 5.00pm only (unless otherwise agreed).

30. Delivery is deemed to occur at the earlier of:

- the collection of the Products from Simpsons Fuel by the Customer or on any third party on behalf of the Customer (or, in the case of Petroleum Products, at the time the Petroleum Products have passed into the Customer's vehicle, tank, or other storage equipment or the vehicle, tank or other storage equipment of any third party on behalf of the Customer);
- where Simpsons Fuel is retained to deliver the Products, at the time of loading of Products at Simpsons Fuel's premises or any third party supplier's premises (where applicable) for the purpose of delivery to the Customer.

31. Simpsons Fuel is entitled to charge a reasonable fee for storage and/or redelivery charges in the event the Customer does not, or is unable to, accept delivery of the Products.

32. The Customer accepts that Simpsons Fuel may deliver Products by instalments and require payment for each separate instalment in accordance with these terms and conditions.

33. The Customer acknowledges and accepts that it is not relieved from any obligation arising under these terms and conditions by reason of any delay in delivery.

## Returns

34. The Customer must inspect the Products immediately upon delivery and must within seven (7) days after the date of inspection give written notice to Simpsons Fuel with particulars, of any claim that the Products are not in accordance with this Agreement. Further, the Customer must, upon request from Simpsons Fuel, allow Simpsons Fuel's agents and/or employees to enter upon any premises occupied by the Customer to inspect and/or test the Products that are subject of the claim. If the Customer fails to give notice or refuses to allow Simpsons Fuel to inspect and/or test the Products, then to the extent permitted by law, the Products must be treated as having been accepted by the Customer and the Customer must pay for the Products in accordance with these terms and conditions.

35. The Customer cannot return Products to Simpsons Fuel without the written agreement of Simpsons Fuel.

36. The Customer acknowledges and agrees that any return, other than a return due to a default by Simpsons Fuel under this Agreement or as otherwise permitted by law, will incur a handling and administration charge of ten (10) percent of the purchase price of the returned Products.

## Risk

37. Risk of damage to or loss of the Products passes to the Customer on delivery in accordance with clause 30 and the Customer must insure the Products on or before delivery.

38. If any of the Products are damaged or destroyed following delivery but prior to ownership passing to the Customer, Simpsons Fuel is entitled to receive all insurance proceeds payable for the Products to the extent of the indebtedness of the Customer to Simpsons Fuel. The production of these terms and conditions by Simpsons Fuel is sufficient evidence of Simpsons Fuel's rights to receive the insurance proceeds without the need for any person dealing with Simpsons Fuel to make further enquires.

39. If the Customer requests that Products are delivered either to an unattended location, or left outside for collection, the Customer acknowledges that Simpsons Fuel will deliver the Products as requested at the Customer's risk.

#### Retention of title

40. Until such time as the Customer has made payment in full for the Products and/or services and until such time as the Customer has made payment in full of all other money owing by the Customer to Simpsons Fuel (whether in respect of money payable under a specific contract or on any other account whatsoever):
- title in the Products does not pass to the Customer;
  - the Customer agrees that property and title in the Products will not pass to the Customer and Simpsons Fuel retains the legal and equitable title in those Products supplied and not yet sold;
  - the Customer will hold the Products in a fiduciary capacity for Simpsons Fuel and agrees to store the Products in such a manner that they can be identified as the property of Simpsons Fuel, and will not mix the Products with other similar Products; and
  - the Customer will be entitled to sell the Products in the ordinary course of its business but will sell as agent and bailee for Simpsons Fuel and the proceeds of sale of the Products will be held by the Customer on trust for Simpsons Fuel absolutely.
41. The Customer's indebtedness to Simpsons Fuel, whether in full or in part, will not be discharged by the operation of clause 40(d) hereof unless and until the funds held on trust are remitted to Simpsons Fuel.
42. The Customer agrees that whilst property and title in the Products remains with Simpsons Fuel, Simpsons Fuel has the right, with prior written notice to the Customer, to enter upon any premises occupied by the Customer (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect the Products of Simpsons Fuel and to repossess the Products which may be in the Customer's possession, custody or control when payment is overdue.
43. The Customer will be responsible for Simpsons Fuel's reasonable costs and expenses in exercising its rights under clause 42 where the Customer is otherwise in default of the terms of this Agreement. Where Simpsons Fuel 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 Customer against Simpsons Fuel, its employees, servants or agents.
44. The Customer agrees that where the Products have been retaken into the possession of Simpsons Fuel, Simpsons Fuel has the absolute right to sell or deal with the Products, and if necessary, sell the Products with the trademark or name of the Customer on those Products, and the Customer hereby grants an irrevocable licence to Simpsons Fuel to do all things necessary to sell the Products bearing the name or trademark of the Customer.
45. For the avoidance of doubt, Simpsons Fuel's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

#### Cancellation of terms of credit

46. Simpsons Fuel reserves the right to withdraw credit at any time upon provision of 48 hours' written notice.
47. Notwithstanding clause 46, if the Customer defaults in the payment of any amount due to Simpsons Fuel pursuant to this Agreement and does not cure such default within seven (7) days after being given notice of such default, Simpsons Fuel may terminate this Agreement (to be effective immediately) upon written notice to the Customer.
48. Upon the withdrawal of credit in accordance with clause 46, or upon termination of this Agreement in accordance with clause 47, all liabilities incurred by the Customer become immediately due and payable to Simpsons Fuel.
49. For the avoidance of doubt, termination of this Agreement will not affect:
- the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and
  - the rights and/or obligations pursuant to this Agreement which by their nature are intended to survive termination of this Agreement.

#### Indemnity

50. The Customer agrees to indemnify Simpsons Fuel and keep Simpsons Fuel indemnified against any claim, liability, expense or cost (including legal costs on the indemnity basis) (collectively, **Claim**) that arises out of the Products and/or services supplied under this Agreement. For the avoidance of doubt, this indemnity includes, but is not limited to, any Claim relating to:
- the storage, handling, and dispensing of Products at Simpsons Fuel's premises or any other location; and
  - any misuse by a Cardholder or any third party of any Fuelcard linked to the Customer's Fuelcard Facility.

#### Provision of further information

51. The Customer undertakes to comply with any reasonable requests by Simpsons Fuel to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.
52. If the Customer is a corporation (with the exception of a public listed company), it must advise Simpsons Fuel 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 Simpsons Fuel may ask for new guarantors to sign a guarantee and indemnity.

#### Corporations

53. If the Customer is a corporation, the Customer warrants that all of its directors have signed this Agreement and acknowledges that all of its directors may be required to enter into a guarantee and indemnity with Simpsons Fuel in relation to the Customer's obligations to Simpsons Fuel.

#### Trustee capacity

54. If the Customer is the trustee of a trust (whether disclosed to Simpsons Fuel or not), the Customer warrants to Simpsons Fuel that:
- the Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
  - the Customer has the right to be reasonably indemnified out of trust assets;
  - the Customer has the power under the trust deed to sign this Agreement; and
  - the Customer will not retire as trustee of the trust or appoint any new or additional trustee without advising Simpsons Fuel and having the new or additional trustee sign an agreement on terms substantially the same as this Agreement.
2. The Customer must give Simpsons Fuel a copy of the trust deed upon request.

#### Partnership

3. If the Customer enters into this Agreement in its capacity as a partnership, the Customer warrants that all of the partners have signed this Agreement and that all of the partners may be required to enter into a guarantee and indemnity with Simpsons Fuel in relation to the Customer's obligations to Simpsons Fuel.
4. If the Customer is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising Simpsons Fuel. In the case of a change of partners, Simpsons Fuel may ask for its directors to sign a guarantee and indemnity.

#### Insolvency

5. If the Customer becomes insolvent, to the extent permitted by law, the Customer remains liable under this Agreement for payment of all liabilities incurred hereunder. The Customer remains liable under this Agreement even if Simpsons Fuel receives a dividend or payment as a result of the Customer being insolvent.

#### Waiver

6. A waiver of any provision or breach of this Agreement by Simpsons Fuel must be made by an authorised officer of Simpsons Fuel in writing. A waiver of any provision or breach of this Agreement by the Customer must be made by the Customer's authorised officer in writing.
7. Until ownership of the Products passes, the Customer waives its rights it would otherwise have under the PPSA (unless otherwise agreed to in writing by Simpsons Fuel and the Customer):
- under section 95 to receive notice of intention to remove an accession;
  - under section 118 to receive notice that Simpsons Fuel intends to enforce its security interest in accordance with land law;
  - under section 121(4) to receive a notice of enforcement action against liquid assets;
  - under section 129 to receive a notice of disposal of Products by Simpsons Fuel purchasing the Products;
  - under section 130 to receive a notice to dispose of Products;
  - under section 132(1) to receive a statement of account following disposal of Products;
  - under section 132(4) to receive a statement of account if no disposal of Products for each six (6) month period;
  - under section 135 to receive notice of any proposal of Simpsons Fuel to retain Products;
  - under section 137(2) to object to any proposal of Simpsons Fuel to retain or dispose of Products;
  - under section 142 to redeem the Products;
  - under section 143 to reinstate the security agreement; and
  - under section 157(1) and 157(3) to receive a notice of any verification statement.

#### Security/charges

8. The Customer charges in favour of Simpsons Fuel all of its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
9. The Customer charges in favour of Simpsons Fuel all of its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
10. As security for the payment of the amount of its indebtedness to Simpsons Fuel from time to time, the Customer irrevocably appoints as its duly constituted attorney Simpsons Fuel's company secretary from time to time to execute in the Customer's name and as the Customer's act and deed any real property mortgage, bill of sale or consent to any caveat Simpsons Fuel may choose to lodge against real property that the Customer may own in any Land Titles Office in any state or territory of Australia, even though the Customer may not have defaulted in carrying out its obligations hereunder upon written notice and demand to the Customer (in the event that there is no default by the Customer in carrying out its obligations hereunder).
11. Where the Customer has previously entered into an agreement with Simpsons Fuel by which the Customer has granted a charge, mortgage or other security interest (including a security interest as defined in the PPSA over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this Agreement and will secure all indebtedness and obligations of the Customer under this Agreement. Simpsons Fuel may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

#### Costs

12. The Customer must pay for its own legal, accounting and business costs and all costs incurred by Simpsons Fuel relating to any default by the Customer under this Agreement. The Customer must also pay for all stamp duty and other taxes payable on this Agreement (if any).
13. The Customer will pay Simpsons Fuel's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis.
14. Subject to clauses 68 and 69, payments by, or on behalf of, the Customer will be applied by Simpsons Fuel as follows:
- Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 43 and 66.
  - Secondly, in payment of any interest incurred in accordance with clause 72.
  - Thirdly, in payment of the outstanding Statement(s), or part thereof in an order determined by Simpsons Fuel in its absolute discretion.
15. To the extent that payments have been allocated to Statements by Simpsons Fuel in its business records, Simpsons Fuel may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at Simpsons Fuel's absolute discretion, including in a manner inconsistent with clause 67 herein.
16. Payments allocated (and/or reallocated) under clause 67 and/or 68 will be treated as though they were allocated (and/or reallocated) in the manner determined by Simpsons Fuel on the date of receipt of payment.

#### Taxes and duty

17. The Customer must pay GST on any taxable supply made by Simpsons Fuel to the Customer under this Agreement. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.
18. If as a result of:
- any legislation becoming applicable to the subject matter of this Agreement; or
  - any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
- Simpsons Fuel becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Customer, then the Customer must pay Simpsons Fuel these additional amounts on 48 hours' written demand.

#### Interest rates

19. The interest rate on any outstanding debts is a fixed rate of ten (10) percent per annum.

#### Set-off

20. All payments required to be made by the Customer under this Agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by Simpsons Fuel and the Customer in writing or as required by law.
21. Any amount due to Simpsons Fuel from time to time may be deducted from any monies which may be or may become payable to the Customer by Simpsons Fuel.

#### Limitation of liability

22. Simpsons Fuel, to the extent permitted by law, shall not be liable to the Customer, whether directly or indirectly any error, fault, or malfunction or any hardware or electronic facility used in connection with the Fuelcard Facility.
23. In relation to the supply of Products, to the extent permitted by law, Simpsons Fuel's liability is limited to:
- replacing the Products or supplying similar Products;
  - repairing the Products;
  - providing the cost for replacing the Products or for acquiring equivalent Products; or
  - providing the cost for having the Products repaired.

24. In relation to the supply of services, to the extent permitted by law, Simpsons Fuel's liability is limited to:
- (a) supplying the services again; or
  - (b) providing for the cost of having the services supplied again.
25. Simpsons Fuel is not liable 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 Customer as a result of the Products and/or services supplied under this Agreement.

**Miscellaneous**

26. Simpsons Fuel is not liable for any loss caused to the Customer by reason of strikes, lockouts, fires, floods, storm, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, acts of God or any other activity beyond Simpsons Fuel's control.
27. The Customer will, at the request of Simpsons Fuel, execute documents and do such further acts as may be required for Simpsons Fuel to register pursuant to the PPSA the security interest granted by the Customer under the PPSA.
28. The Customer agrees to accept service of any document required to be served, including any notice under the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to Simpsons Fuel by the Customer or the Customer's authorised representative.
29. The Customer further agrees that where Simpsons Fuel has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
30. The Customer irrevocably grants to Simpsons Fuel the right to enter upon the Customer's property or premises, with written notice, and without being in any way liable to the Customer or to any third party, if Simpsons Fuel has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Customer shall reasonably indemnify Simpsons Fuel from any claims made by any third party as a result of such exercise.
31. 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 Products 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.

**Severance**

32. 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.
33. If any part of this Agreement is invalid or unenforceable, that part is deleted and the remainder of the Agreement remains effective.

**Variation of agreement**

34. The Customer agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of Simpsons Fuel at any time by written notice to the Customer. Subject to clause 88, after fourteen (14) days of receipt of the written notice of the variation(s), the variation(s) will be deemed agreed by the Customer.
35. If the Customer does not agree with the variation(s) proposed by Simpsons Fuel, they must notify Simpsons Fuel in writing within fourteen (14) days from receipt of the written notice that the variations are not agreed to. Simpsons Fuel and/or the Customer will then be at liberty to suspend/withdraw credit facilities until such time as agreement can be reached between the parties regarding the proposed variation(s). Absent notice from the

Customer, the varied terms and conditions of trade may be deemed accepted. Clerical errors (such as spelling mistakes or grammatical errors) may be subject to correction by Simpsons Fuel without notification.

36. Any proposed variation to these terms and conditions by the Customer must be requested in writing. Simpsons Fuel may refuse any such request without providing reasons either orally or in writing.
37. Variations requested by the Customer will only be binding upon Simpsons Fuel if they are in writing signed by an authorised officer of Simpsons Fuel.

**Consent to register**

38. The Customer hereby consents to Simpsons Fuel recording the details of this Agreement on the PPSR and agrees to do all things necessary and reasonably required by Simpsons Fuel to effect such registration.
39. The Customer waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the PPSR.

**Jurisdiction**

40. The Customer acknowledges and agrees that this Agreement will be governed by the laws of Victoria, and the laws of the Commonwealth of Australia which are in force in Victoria.
41. The Customer acknowledges and agrees that any contract for the supply of Products or services between Simpsons Fuel and the Customer is formed at the address of Simpsons Fuel.
42. The parties to this Agreement submit to the non-exclusive jurisdiction of the courts of Victoria and the relevant federal courts and courts competent to hear appeals from those courts.

**Entire agreement**

43. This Agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by Simpsons Fuel and the Customer in writing. 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.
44. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Customer and Simpsons Fuel, these terms and this Agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
45. For the avoidance of doubt, the Customer understands and agrees that these terms and conditions will prevail over, and Simpsons Fuel will not be bound by, any terms and/or conditions (express or implied) added or provided by the Customer, whether in an order or otherwise, unless otherwise agreed in writing by Simpsons Fuel

**Privacy Act**

46. The Customer agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* contained in this document.

The Customer 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 Customer and the information given is true and correct to the best of my/our knowledge.

<b>Signature</b>		<b>Witness signature</b>	
<b>Name (print)</b>		<b>Witness name (print)</b>	
<b>Position</b>		<b>Date</b>	
<b>Date</b>			

<b>Signature</b>		<b>Witness signature</b>	
<b>Name (print)</b>		<b>Witness name (print)</b>	
<b>Position</b>		<b>Date</b>	
<b>Date</b>			

**FOR COMPLETION BY SIMPSONS FUEL**

The Customer's credit application is accepted. Signed for and on behalf of Simpsons Fuel.

<b>Signature</b>		<b>Position</b>	
<b>Name (print)</b>		<b>Date</b>	

**ACCOUNT APPROVED FOR CASH ON DELIVERY / 7 DAYS / 14 DAYS / 30 DAYS**  
(Simpsons Fuel to nominate)

## PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988 (Act)*.
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. Simpsons Fuel may collect personal information about the Customer and/or Guarantor(s) for Simpsons Fuel's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Customer and/or Guarantor(s) consent to Simpsons Fuel collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. Simpsons Fuel may collect, and may already have collected, information from the Customer and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the information was not collected by Simpsons Fuel it may restrict or impede upon Simpsons Fuel trading with, extending credit to, continuing to extend credit to or extending further credit to the Customer and/or Guarantor(s) or their related bodies corporate.
7. The Customer and/or Guarantor(s) consent to Simpsons Fuel obtaining and making disclosure of information about the Customer and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. Simpsons Fuel notifies the Customer and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. Simpsons Fuel may provide personal information about the Customer and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. Simpsons Fuel intends to disclose default information to any or all of the credit reporting bodies listed below. The Customer and/or Guarantor(s) consent to such disclosure. Simpsons Fuel's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the

information may be used for, what Simpsons Fuel may disclose and the Customer's and/or Guarantor(s)' right to request limitations to the use of their information.

Equifax Australia Level 15, 100 Arthur Street NORTH SYDNEY NSW 2060 Tel: 1300 921 621	Creditor Watch Level 13, 109 Pitt Street SYDNEY NSW 2000 Tel: 1300 501 312	NCI Level 2, 165 Grenfell St ADELAIDE SA 5000 Tel: 1800 882 820
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Illion Level 2, 143 Coronation Drive MILTON QLD 4064 Tel: 07 3360 0600	Experian Level 6, 549 St Kilda Road MELBOURNE VIC 3004 Tel: 03 9699 0100
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9. Simpsons Fuel may disclose information to, and about them and the Customer and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to Simpsons Fuel's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Customer and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit.
10. By reason of the Customer's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to Simpsons Fuel's dealing with the Customer's and/or Guarantor(s)' information.
11. A full copy of Simpsons Fuel's privacy policy and credit reporting policy can be obtained from Simpsons Fuel's website (details above) or by making a request in writing directed to Simpsons Fuel's privacy officer. Simpsons Fuel's privacy policy and credit reporting policy contain information about how to access and seek correction of information, or how to complain about a breach of the Act, APP, code(s) and how Simpsons Fuel will deal with any such complaint.
12. The Customer and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to Simpsons Fuel within fourteen (14) days of receipt of this statement that its terms are not accepted, continuing to trade with Simpsons Fuel after receipt of this Statement or, if the Customer and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with Simpsons Fuel after receipt of this statement.

# DEED OF GUARANTEE & INDEMNITY

To **I. & M. Simpson & Son Pty. Ltd. ACN 006 797 093 and its related bodies corporate** (Simpsons Fuel)

<b>Name of guarantor</b>		<b>Address</b>	
<b>Name of guarantor</b>		<b>Address</b>	

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

**Jurisdiction**

1. The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the laws of Victoria, and the laws of the Commonwealth of Australia which are in force in Victoria.
2. The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Victoria and the relevant federal courts and courts competent to hear appeals from those courts.

**Consideration**

3. In consideration of Simpsons Fuel extending or agreeing to extend credit or further credit to the Customer at the Guarantors' request (testified by the Guarantors' execution of this agreement) for goods sold or to be sold from time to time or services provided or to be provided, the Guarantors guarantee payment to Simpsons Fuel of all money which is now or at any time in the future becomes due and payable to Simpsons Fuel by the Customer 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 Customer to Simpsons Fuel arising out of a relationship of trustee and beneficiary.

**Guarantee and indemnity**

4. The Guarantors agree to guarantee and indemnify Simpsons Fuel against all losses damages or expenses that Simpsons Fuel may suffer as a result, either directly or indirectly, of any failure by the Customer to make due payment of any money owing to Simpsons Fuel whether for goods sold, services provided or otherwise or to observe the terms of any agreement between the Customer and Simpsons Fuel, including costs on an indemnity basis of any attempt or attempts to recover from the Customer or any Guarantor and whether successful or not or whether frustrated by the Customer or Guarantor or by operation of law and including costs ordered by a court to be paid by Simpsons Fuel to the Customer 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 Simpsons Fuel.
5. 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 Simpsons Fuel to the credit of any account of the Customer or the Guarantors, or deemed to be held on trust by the Customer for Simpsons Fuel, and will be available as a Guarantee and Indemnity for the whole of the sums referred to in clauses 3 and 4 of this guarantee and indemnity.
6. 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 Simpsons Fuel will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
7. Simpsons Fuel will have the right to enforce this guarantee and indemnity, irrespective of whether Simpsons Fuel has sought to recover the amounts guaranteed from the Customer and with or without notice to the Customer, as if the primary liability for any money owing was the Guarantors' own. Further, Simpsons Fuel may proceed against the Guarantors (or any one of them) notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
8. This guarantee and indemnity will continue in force until such time as Simpsons Fuel releases all of the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders or owners of the Customer.
9. This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of Simpsons Fuel against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
  - (a) any other security taken by Simpsons Fuel from the Customer or from any other person;
  - (b) any waiver or indulgence, whether as to time or otherwise, given to the Customer or to the Guarantors or any one or more of the Guarantors;
  - (c) 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
  - (d) 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.

**Right of subrogation**

10. In the event of a Guarantor making any payment in respect to an obligation of the Customer whether under a guarantee or indemnity or otherwise, the Guarantors will not exercise any rights of subrogation against any other Guarantors or the Customer unless and until Simpsons Fuel has been paid in full.
11. In the event of the Customer going into liquidation, the Guarantors will be prohibited from proving in competition with the Customer unless and until Simpsons Fuel has been paid in full.

**Insolvency of Customer**

12. No sum of money which the Customer pays to Simpsons Fuel and Simpsons Fuel 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 Customer 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 Customer.

**Costs**

13. Simpsons Fuel is at liberty from time to time to charge the account of the Customer with all costs, charges and expenses, legal or otherwise that Simpsons Fuel incurs in connection with:
  - (a) the account of the Customer;
  - (b) this guarantee and indemnity;
  - (c) any other security in respect of the indebtedness of the Customer to Simpsons Fuel;
  - (d) the preparation, completion and stamping of this deed; or
  - (e) the exercise or attempted exercise of any right, power or remedy conferred on Simpsons Fuel under or by virtue of this deed;
 and the same will be part of the monies secured by this deed.

14. The Guarantors agree to pay Simpsons Fuel's costs and disbursements incurred in recovering monies secured by this deed, including debt recovery agency fees and legal costs on an indemnity basis.

15. As security for the payment of the amount of the indebtedness to Simpsons Fuel from time to time, the Guarantors irrevocably appoint as their duly constituted attorney Simpsons Fuel'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 Simpsons Fuel 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.

**Variation**

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

**Severance**

18. 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.

**Security/charge**

19. The Guarantors charge in favour of Simpsons Fuel all of their estate and interest in any real property, whether held in its own right or as capacity as trustee, 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 3 and 4.
20. The Guarantors charge in favour of Simpsons Fuel all of their estate and interest in any personal property, whether held in its own right or as capacity as trustee, 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 3 and 4.
21. This guarantee and indemnity secures the repayment of all monies owed by the Customer whatsoever, and this deed constitutes the entire guarantee.
22. Where the Guarantors have previously entered into an agreement with Simpsons Fuel 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 and will secure all indebtedness and obligations of the Guarantors under this deed. Simpsons Fuel may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

**Personal Property Securities Act**

23. For the avoidance of any doubt, the security interest(s) created by this instrument in favour of Simpsons Fuel constitutes security interests pursuant to the *Personal Property Securities Act 2009*.
24. 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.

**Service of notices**

25. The Guarantors agree to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to Simpsons Fuel by the Guarantors or the Guarantors' authorised representative.

**Privacy Act**

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

<b>Executed as a deed on (date)</b>			
<b>Signed, sealed and delivered by the guarantor</b>	<b>Signature</b>		
	<b>Name (print)</b>		
	<b>Position</b>		
	<b>Witness signature</b>		
	<b>Witness name (print)</b>		
	<b>Signed, sealed and delivered by the guarantor</b>	<b>Signature</b>	
<b>Name (print)</b>			
<b>Position</b>			
<b>Witness signature</b>			
<b>Witness name (print)</b>			

## DIRECT DEBIT REQUEST



**I & M Simpson & Son P/L**  
**PO Box 205, Alexandra, Vic 3714**  
**Contact: Janene Simpson**  
**Phone: 03 57721205**

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### Request and Authority to debit the account named below to pay I & M Simpson & Son Pty Ltd

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#### Request and Authority to debit

Your Surname or company name \_\_\_\_\_

Your Given names or ABN / ARBN \_\_\_\_\_ "You"

request and authorise **I & M Simpson & Son Pty Ltd & user id 507748** to arrange, through its own financial institution, a debit to Your nominated account any amount **I & M Simpson & Son 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.

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

Financial institution name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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#### Insert details of account to be Debited

Name/s on account \_\_\_\_\_

BSB number (Must be 6 Digits) \_\_\_\_ - \_\_\_\_

Account number \_\_\_\_\_

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#### Acknowledgment

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 **I & M Simpson & Son Pty Ltd** as set out in this Request and in Your Direct Debit Request Service Agreement

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#### Insert Your signature and address

Signature \_\_\_\_\_

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

Address \_\_\_\_\_

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

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#### Second account signatory

(if required)

Signature \_\_\_\_\_

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

Address \_\_\_\_\_

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

## DIRECT DEBIT REQUEST SERVICE AGREEMENT



**I & M Simpson & Son P/L**  
**PO Box 205, Alexandra, Vic 3714**  
**Contact: Janene Simpson**  
**Phone: 03 57721205**

This is Your Direct Debit Service Agreement with **I & M Simpson & Son Pty Ltd & ABN 39006797093**. 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.

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### 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 **I & M Simpson & Son 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.

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### 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.

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### 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.

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### 3. Amendments by You

You may change\*, stop or defer a debit payment, or terminate this agreement by providing us with at least **14** days notification by writing to:

**Janene Simpson, PO Box 205, Alexandra, Vic 3714**  
**admin@simpsonsfuel.com.au**

Or

by telephoning us on **03 57721205** 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 **I & M Simpson & Son Pty Ltd** of 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

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#### 5 Dispute

- 5.1 If You believe that there has been an error in debiting Your account, You should notify us directly on **03 57721205** 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.

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#### 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.

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#### 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).

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#### 8. Notice

- 8.1 If You wish to notify us in writing about anything relating to this agreement, You should write to **I & M Simpson & Son Pty Ltd & contact details**
- 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.
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