

## ACCOUNT APPLICATION FORM

I/WE hereby apply for an account with L.H. Perry & Sons Pty Ltd, of PO Box 23, Crystal Brook, South Australia, 5523 in accordance with your standard terms and conditions (the **Terms and Conditions**) and submit the following confidential information for this purpose. The Terms and Conditions are available on our website (perrys.com.au) were provided with this Application and will be provided to you before your Account can be used. You can contact us on (08) 8636 2274 for a copy at any time.

### 1. Applicants details

Applicants Name: \_\_\_\_\_  
 (Trust/Ltd/Pty Ltd/Partnership/Sole Trader)

Trading as:

Address: \_\_\_\_\_  
 \_\_\_\_\_ Post Code \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_ Post Code \_\_\_\_\_

ABN \_\_\_\_\_ ACN \_\_\_\_\_

Year Business Commenced \_\_\_\_\_

Applicants main source of income \_\_\_\_\_

Operations contact	Name	
	Phone	Email
Account contact	Name	
	Phone	Email

#### Sole Trader/Partners/Directors Drivers Licence Details

Name	
Drivers licence	
Date of birth	

Name	
Drivers licence	
Date of birth	

Phone: 08 86362274  
 Fax: 08 86362629  
 Email: admin@perrys.com.au  
 Web: www.perrys.com.au  
 A.B.N.14 007 886 884

## 2. Credit References

You must provide three local businesses with whom you hold accounts and have traded with for more than 3 months

<b>Name</b>			
<b>Address</b>			
		<b>Postcode</b>	
<b>Phone</b>		<b>Email</b>	

<b>Name</b>			
<b>Address</b>			
		<b>Postcode</b>	
<b>Phone</b>		<b>Email</b>	

<b>Name</b>			
<b>Address</b>			
		<b>Postcode</b>	
<b>Phone</b>		<b>Email</b>	

## 3 Customer Requirements

Estimated values of monthly purchases for bulk fuel and lubricants: \$

Estimated value of monthly purchases for fuel card: \$

Please list below the vehicle/driver details or other details to be assigned to each Fuel Card:

Registration Number	Make	Model	Cardholder	Products

If additional cards are required, please attach a separate sheet.

Main Bulk Delivery Address: \_\_\_\_\_

Other Bulk Delivery Address: \_\_\_\_\_

Special Delivery Instructions:

Delivery Hours: \_\_\_\_\_

Site Restrictions: \_\_\_\_\_

## 4 Privacy Agreement

LHP needs to collect Personal Information about you, for the purposes of your Application. If LHP cannot collect this information, it may be unable to process your Application. LHP respects your privacy and will only use or disclose personal information in accordance with the Privacy Act 1988 (Cth). You can access your personal information in accordance with the Privacy Act 1988. To request access, ask a privacy related question or get a copy of our Privacy Policy, please contact LHP.

“**Personal information**” means information about you collected by LHP in this Application form and from other sources, including information about you, your financial circumstances, credit worthiness, credit history, credit standing and credit capacity.

By submitting this Application, you agree that, subject to the Privacy Act 1988, LHP may:

- disclose Personal Information to LHP’s associated entities or third parties
- obtain credit reports about you from credit reporting agencies to assess your application for commercial credit or to collect overdue payments from you;
- provide to and exchange your Personal Information with any person whose name you give to LHP in connection with your Application;
- provide to and exchange your Personal Information with LHP’ collection agents if you default on your credit obligations;
- exchange your Personal Information with any credit providers named in this Application or named in a consumer credit report issued by a credit reporting agency in order to assess an application for credit by you, notify other credit providers of a default by you, or to assess your credit worthiness;
- use your Personal Information for additional purposes including planning, product development and research; and
- provide you with marketing information including special offers for card holders.

## 5 Acknowledgements

By making this application, you:

- request and authorise LHP to open an Account in your name and to issue fuelcard/s for use on the account to such persons as you have requested;
- represent and warrant that the information provided in this Application is true, correct and complete, acknowledge that LHP relies on this information and authorise LHP to check that information;
- authorise LHP to contact your bank, financial controller or accountant, trade references, contractors and landlord to verify and obtain details pertaining to this Application;
- acknowledge that by signing the Application, or using, or attempting to use a FuelCard (whether by you or any other person authorised by you) you will be taken as having unconditionally accepted the Terms and Conditions;
- I/we declare that the credit to be provided to me/us by LHP is to be applied wholly or predominantly for business and or investment purposes; and
- certify that the information supplied in this application is an accurate assessment of your financial position at the date of this application and you are authorised to sign this Application.

Important You should not sign this declaration unless this credit is wholly or predominantly for business or investment purposes. By signing this declaration, you may lose your protection under the Consumer Credit Code.

## EXECUTED BY THE APPLICANT

-**Sole Trader** (must sign)

-**Partnerships** (all partners must sign)

-**Companies** (two directors must sign and all directors must execute the Guarantee and Indemnity)

-**Government** (must be signed by an authorised signatory)

Name \_\_\_\_\_ Position \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## GUARANTEE & INDEMNITY

1. In consideration of the acceptance of this Application, the Guarantor hereby personally guarantees the due and punctual payment to LHP of all moneys which are now owing to LHP by the Applicant and all further sums of money from time to time owing to LHP by the Applicant in respect of goods and services supplied or to be supplied by LHP to the Applicant or any other liability of the Applicant to LHP, and the due observance and performance by the Applicant of all its obligations contained or implied in the Terms and Conditions and any other contract with LHP.
2. As a separate obligation, the Guarantor agrees to hold harmless and indemnify LHP from and against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by or assessed against LHP in connection with the supply of goods and/or services to the Applicant or the recovery of moneys owing to LHP by the Applicant including the enforcement of this Guarantee and indemnity.
3. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to LHP by the Applicant and all obligations have been fully paid satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on LHP' part (whether in respect of the Applicant or any one or more of any other Guarantor or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Applicant's obligations to LHP, each Guarantor shall be a principal debtor and liable to LHP accordingly.
5. If any payment received or recovered by LHP is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and LHP shall each be restored to the position in which they would have been had no such payment been made.
6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "**Guarantor**" may never execute this Guarantee and Indemnity.
7. In this Guarantee and Indemnity:
  - (a) The terms "**Guarantor**", "we", "I" and "us" mean the person(s) named as Directors in the Application and shall, if there is more than one person, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
  - (b) **LHP** means L.H. Perry & Sons Pty Ltd ACN 007 886 884 and each of its subsidiaries, affiliates, associated companies, related entities, successors and assigns.
  - (c) Words that import the singular import the plural and vice versa unless the contrary intention appears.
8. We agree that this Guarantee and Indemnity and any claim or dispute between LHP, the Applicant or any of us shall be governed by the laws of the State of South Australia.
9. We agree to the terms of the Privacy Agreement set out in this Application, with the terms of the Privacy Agreement to be incorporated into this Guarantee and Indemnity with all references to "**Applicant**" be replaced with a reference to the "**Guarantor**".
10. Any part or any clause in this Guarantee and Indemnity shall be severable without affecting any other part of this Guarantee and Indemnity.
11. I/we have been advised to obtain independent legal advice before executing this Guarantee and Indemnity but have either waived or declined to take independent legal advice. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Applicant to LHP.

### Signed sealed and delivered as a deed by

Name of Director	Signature of Director
Name of Witness	Signature of Witness
Address of Witness	
On the	day of
	month
	year

### Signed sealed and delivered as a deed by

Name of Director	Signature of Director
Name of Witness	Signature of Witness
Address of Witness	
On the	day of
	month
	year



### Direct Debit Request

To: L.H. Perry & Sons Pty Ltd

I / we request that money due in terms of the repayment arrangement contained in the Client Service Agreement made between ourselves on \_\_\_\_\_, be drawn under the Direct Debit System from my/our account conducted with

Bank: \_\_\_\_\_

**Account details are:**

BSB: \_\_\_\_\_ Account No: \_\_\_\_\_

Account Name: \_\_\_\_\_

I/we acknowledge that this Direct Debit arrangement is governed by the terms of the Client Service Agreement received from:

**Name:** L.H. Perry & Sons Pty Ltd

**Debit User ID number:** 439196

**Signature 1:** \_\_\_\_\_

**Signature 2:** \_\_\_\_\_

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

# Direct Debit Client Service Agreement

## Definitions:

**Account** means the account listed on the Direct Debit Form.

**Agreement** means this Client Services Agreement made between You and Us.

**Debit Day** is the day the Direct Debit is taken from your Account by Us.

**Direct Debit** means the drawing by Us from Your Account for a particular transaction where a debit is made.

**Financial Institution** means the financial institution where You hold the Account that You have authorised Us to arrange the Direct Debit from.

**Us or We** means L.H. Perry & Sons Pty Ltd ACN 007 886 884.

**You or Your** means the Applicant as set out in the Application or the customer who signed the Direct Debit Request.

## Drawing arrangements:

1. By signing and executing the Direct Debit Form You have authorised Us to arrange for the Direct Debit on the Debit Day from the Account.
2. We will only arrange for funds to be debited from your account if LHP has sent to the email address nominated by you an invoice which specifies the amount payable by you to LHP and when it is due.
3. We will keep all information pertaining to Your Account private and 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 the information.
4. We may vary any details of this Agreement at any time by giving You at least thirty (30) days written notice.

## Your rights:

5. You may terminate or stop payment of the Direct Debit authorised pursuant to this Agreement at any time by giving written notice to Us. Such notice should be received by Us at least ten (10) business days prior to the due date for a Direct Debit to enable alternative payment arrangements to be made.
6. You may request change to the Direct Debit amount and/or frequency of the drawings under this Agreement by contacting Us and advising Us of Your requirements at least ten (10) business days prior to the due date for a Direct Debit.

## Your responsibilities:

7. It is Your responsibility to:
  - ensure that sufficient funds are available in the Account to meet a drawing of the Direct Debit on the Debit Day.
  - ensure that the authorisation given to draw on the Account is identical to the Account signing instruction held by the Financial Institution.
  - ensure Your Account details provided on the Direct Debit Form provided by You to Us is correct by checking them against a recent Account statement.
  - advise Us if the Account nominated by You to receive the drawings under this Agreement is closed or transferred.
  - check that direct debiting is available from Your Financial Institution and Your Account.
  - pay all fees and charges incurred due to a drawing being returned unpaid by Your nominated Financial Institution.

- arrange for the Direct Debit payment to be made by another method or arrange for sufficient funds to be in Your Account by an agreed time if there are insufficient funds in your Account to meet a Direct Debit payment so that We can process the Direct Debit.
8. You should check Your Account statement to verify that the amounts debited from Your Account are correct.
  9. Additional terms and conditions relating to the Direct Debit are contained in our Terms and Conditions.

**Dispute:**

10. If You believe that there has been an error in the Direct Debit from Your Account, You should notify Us directly by contacting [admin@perrys.com.au](mailto:admin@perrys.com.au) (phone 08 8636 2274).
11. 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.
12. 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 a written explanation and evidence (if any) for this finding.
13. 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.

Please confirm Your understanding of the above by signing below and return this agreement with your Application and Direct Debit Form.

**EXECUTED BY THE APPLICANT**

Name \_\_\_\_\_ Position \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_