



# Account Application Form

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## Key benefits:

- > Convenient refuelling at over 100+ Mogas and Ausfuel sites and 22 OTR's in South Australia, Victoria & Northern Territory
- > Manage your account online
- > Flexible payment terms
- > Card security each with its own separate user supplied PIN
- > Restrictions on fuel purchases and non-fuel items



**AUSFUEL**

## Introduction

This application is for customers of Mogas Regional Pty Ltd ABN 79 111 402 110 (Mogas) who wish to establish a Credit Account for Bulk Fuel with Mogas or who wish to be issued a Mogas FuelCard (Application). Please contact us on (08) 8367 2000 for the full Terms and Conditions relating to the supply of Products by Mogas, the use of a Credit Account or Bulk Facility and the terms of use of FuelCards issued by Mogas (Standard Terms). The Standard Terms are also available on our website ([www.mogasregional.com.au](http://www.mogasregional.com.au)) and will be provided to you before your Credit Account or Bulk Facility can be used.

Please note that in this Application "Terms and Conditions" means this Application, the Standard Terms and the Direct Debit Request, Direct Debit Service Agreement, Privacy Agreement and Guarantee and Indemnity set out below.

If the Applicant is a Company or an Incorporated Association, all Directors (or in the case of a sole director, all shareholders) must also complete and sign the Deed Poll of Guarantee and Indemnity.

## Applicant details

I / We hereby apply for : ☐ Bulk Account ☐ FuelCard

with Mogas in accordance with the Terms and Conditions and submit the following confidential information for this purpose only:

Bulk Delivery Location(s):	1.	2.	3.
Bulk Delivery via: <input type="checkbox"/> Pt Augusta <input type="checkbox"/> Pt Lincoln <input type="checkbox"/> Wudinna <input type="checkbox"/> Riverland <input type="checkbox"/> South East SA <input type="checkbox"/> Adelaide <input type="checkbox"/> Kununurra <input type="checkbox"/> Darwin <input type="checkbox"/> Katherine <input type="checkbox"/> Alice Springs <input type="checkbox"/> Other			
Entity Name (Trust, Ltd, P/L, Partnership or Sole Trader)			
If a trust, full name of Trustee			
Trading Name, if registered			
Affiliated or Parent Companies			
ACN (for Companies)		ABN	
Street Address		State	Postcode
Postal Address (if different from above)		State	Postcode

## Contact details

Contact Name for Account Enquiries

Email	Mobile	
Business Phone	Fax	After Hours
Contact Name for Operations		
Email	Mobile	
Business Phone	Fax	After Hours

## Other details

Description of Main Business

Previous Fuel Supplier (if applicable)

Year Business Commenced

Estimated Monthly Purchase

## Sole Trader / Partners / Directors Names & Addresses

Note: If more than three partners/directors please provide details on a separate page.

i) Full Name	Telephone	
Address	State	Postcode
Date of Birth	Driver's Licence Number	
ii) Full Name	Telephone	
Address	State	Postcode
Date of Birth	Driver's Licence Number	

ii) Full Name		Telephone	
Address		State	Postcode
Date of Birth		Driver's Licence Number	
Has either the business or any of its directors ever had, or there are now, any legal judgements or proceedings filed against them?			
<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please provide details and attach to the application)			

## Trade references (not finance / credit card or financial institutions)

i) Full Name			
Address		State	Postcode
Phone		Facsimile	
ii) Full Name			
Address		State	Postcode
Phone		Facsimile	
iii) Full Name			
Address		State	Postcode
Phone		Facsimile	

## Credit requirements

Estimated monthly requirements (Minimum purchase must be over \$1,000 per month)

PULP (litres)	ULP (litres)	Diesel (litres)	LPG (litres)	Lubes (litres)
Credit Limit for FuelCard \$		Credit Limit for bulk fuel \$		(Consider a maximum of 51 days credit)

Please note that Mogas may choose to open a Credit Account of Bulk Facility, or issue a FuelCard to an Account holder with a Credit Limit lower than that requested by the Applicant, in Mogas' sole discretion.

## FuelCard fees & payment terms and authorised vehicles and users

Number of Fuel Cards applied for:

A standard card fee of \$5.50 per month shall be payable by the Applicant in respect of each FuelCard issued by Mogas. The Applicant must also purchase more than \$1,000 of products and services from merchants each month using the FuelCard or a further fee may be charged by Mogas.

Mogas will issue to the Applicant a statement at the end of each month showing the total amount owing by the Applicant to Mogas. This amount must be paid by the Applicant within 21 days of the date of the statement.

Where applicable, payments will be deducted from the Applicant's nominated account in accordance with the Direct Debit Request and the Direct Debit Service Agreement. If payment is not made, default interest may be charged in accordance with the Terms and Conditions. Please list below vehicle details or other details to be assigned to each FuelCard. Despite nominating authorised vehicles or cardholders, the Applicant remains wholly responsible for the transactions relating to all issued FuelCards in accordance with the Terms and Conditions.

## Description required on cards

Rego No	Make	Model

OR

Other detail (i.e. your name or card 1, 2, 3 etc.)

OR

Circle desired product type(s)
ULP, PULP, Diesel, LPG, E10, Lubes
ULP, PULP, Diesel, LPG, E10, Lubes
ULP, PULP, Diesel, LPG, E10, Lubes
ULP, PULP, Diesel, LPG, E10, Lubes
ULP, PULP, Diesel, LPG, E10, Lubes

☐ Tick box if odometer reading is required.

If more cards required, please attach separate sheet.

# Privacy agreement and agreement to terms and conditions

Please read and sign the declaration below.

## Acknowledgements

By making this Application, the Applicant ("you"):

- request and authorise Mogas to open a Credit Account or Bulk Facility 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 and you acknowledge that Mogas relies on this information and you authorise Mogas to check that information;
- authorise Mogas to contact your bank, financial controller or accountant, trade references, contractors and landlord to verify and obtain details pertaining to this Application; and
- acknowledge that by signing the Application, signing an issued FuelCard, 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.

## Privacy Agreement

Mogas needs to collect Personal Information about you, for the purposes of your Application. If Mogas cannot collect this information, it may be unable to process your

Application. Mogas 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 (Cth). To request access, ask a privacy related question or get a copy of Mogas' Privacy Policy, please contact Mogas.

"Personal information" means information about you collected by Mogas 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 (Cth), Mogas may:

- disclose Personal Information to Mogas' Related Entities (as defined in the Corporations Act 2001 (Cth) 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 Mogas in connection with your Application;
- provide to and exchange your Personal Information with Mogas' 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 (if you do not wish to receive any marketing information, please call Mogas on (08) 8367 2000).

## Declaration

I/We declare that the credit to be provided to me/us by Mogas is to be applied wholly or predominantly for business and/or investment purposes.

## Important

You should not sign this declaration unless this credit is wholly or predominantly for business and/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 (or all shareholders in the case of a sole director) 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

# Deed Poll of Guarantee & Indemnity

- In consideration of Mogas granting to the Applicant a commercial credit facility and/or FuelCard in accordance with this Application, the persons who have signed this Deed Poll of Guarantee and Indemnity (Guarantor), jointly (or if more than one of us) and each of us severally, hereby unconditionally and irrevocably personally guarantee to Mogas and any Related Entity of Mogas the due and punctual payment to Mogas of all moneys which are now payable and owing to Mogas or a Related Entity of Mogas by the Applicant and all further sums of money which from time to time may be payable and owing to Mogas by the Applicant in respect of goods and services supplied or to be supplied by Mogas and its Related Entities to the Applicant or any other liability of the Applicant to Mogas, and the due observance and performance by the Applicant of all of its obligations contained or implied in the Terms and Conditions and any other contract with Mogas. A demand may be made on the Guarantor whether or not Mogas or a Related Entity has made a demand on the Applicant.
- If and to the extent any amount payable by the Applicant to Mogas or a Related Entity is not paid when due, the Guarantor must immediately pay that amount to Mogas or a Related Entity. If the Applicant fails to perform the Applicant's obligations when they are due, the Guarantor must immediately (on Mogas or a Related Entity's demand) cause the Applicant to perform those obligations.
- As a separate obligation and additional liability, the Guarantor unconditionally further undertakes and agrees to hold harmless and indemnify Mogas from and against any liability (including but not limited to damages, costs, losses, damages (whether direct or indirect) and legal fees calculated on a solicitor and own client basis) incurred by or assessed against Mogas or a Related Entity in connection with the supply of goods and/or services to the Applicant or the recovery of moneys owing to Mogas or a Related Entity by the Applicant including the enforcement of this Guarantee and Indemnity when it is demanded, even though no demand has been made on the Applicant Mogas need not incur expense or make payment before enforcing its right of indemnity.
- 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 Mogas or a Related Entity by the Applicant and all obligations have been fully paid satisfied and performed and this Guarantee and Indemnity ends or is fully discharged.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Mogas' 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 Mogas, each Guarantor shall be a principal debtor and liable to Mogas accordingly.
- If any payment received or recovered by Mogas is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Mogas shall each be restored to the position in which they would have been had no such payment been made.
- As further security for payment of all monies and the performance of the Applicant's obligations, all title and interest which the Guarantor has (at any time) in any real and personal property wherever located stands charged by the Guarantor with the payment of the guaranteed money and the performance of the secured obligations. The Guarantor will immediately sign all documents reasonably required by Mogas to secure the amount of indebtedness including bills of mortgage, bills of sale and mortgage debentures. The Guarantor irrevocably appoints each director of Mogas to be the duly constituted attorney to consent to the registration of caveats or other security interests as Mogas may lodge.
- Nothing in this Guarantee and Indemnity will be affected by any failure by Mogas to lodge, register, or perfect any mortgage, charge, or security interest granted by the Applicant or the Guarantor in connection with its obligations to Mogas in accordance with this Guarantee and Indemnity.
- As long as any money or obligations are owed by the Applicant to Mogas (or a Related Entity), the Guarantor shall not:
  - claim any set-off or make any counterclaim against the Applicant or any co-surety; or
  - exercise any right of indemnity or subrogation which it might otherwise be entitled to claim and enforce against or in respect of the Applicant, and irrevocably waives all those rights of indemnity or subrogation it has or may have.
- 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.
- This Guarantee and Indemnity shall ensure to the benefit of and may be enforced by Mogas, and its Related Entities, successors, permitted assigns, officers, directors, related and associated companies.
- In this Guarantee and Indemnity:
  - The terms "Guarantor", "we", "I" and "us" mean the person(s) named as Directors in the Application or in the case of a sole director, each shareholder, 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, guarantees and agreements on the part of the each guarantor contained in this Guarantee and Indemnity shall bind them each jointly and severally.
  - Mogas means Mogas Regional Pty Ltd ACN 111 402 110.
  - Words that import the singular import the plural and vice versa unless the contrary intention appears.
- We agree that this Guarantee and Indemnity and any claim or dispute between Mogas and the Applicant or any of us shall be governed by the laws of the State of South Australia.
- 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".
- Any part or any clause in this Guarantee and Indemnity shall be severable without affecting any other part of this Guarantee and Indemnity.
- I/we have been advised to obtain independent legal advice before executing this Guarantee and Indemnity and have either obtained, 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 Mogas or a Related Entity.

## Signed sealed and delivered as a deed poll by

Name of Guarantor	Signature of Guarantor		
Date of Birth of Guarantor			
Name of Witness	Signature of Witness		
Address of Witness			
On the	day of	month	year

## Signed sealed and delivered as a deed poll by

Name of Guarantor	Signature of Guarantor		
Date of Birth of Guarantor			
Name of Witness	Signature of Witness		
Address of Witness			
On the	day of	month	year

## Signed sealed and delivered as a deed poll by

Name of Guarantor	Signature of Guarantor		
Date of Birth of Guarantor			
Name of Witness	Signature of Witness		
Address of Witness			
On the	day of	month	year

## Direct debit request (DDR)

### Customer Authority

Name of Customer/s giving the DDR: I/We: \_\_\_\_\_

Authorise you Mogas Regional Pty Ltd APCA User ID Number: 253556 (Mogas) to request and authorise to arrange for any amount Mogas or a Related Entity may debit or charge for funds to be debited from my/our account at the Financial Institution identified below through the Bulk Electronic Clearing System (BECS). This authorisation is subject to the terms and conditions of the Direct Debit Service Agreement set out below and to Mogas' Terms and Conditions.

### Details of the account to be debited (All details must be supplied)

Account Name (Cheque or Savings Account only)	
Name of Financial Institution	
BSB No.	Account No.

#### I/We acknowledge and agree that:

1. Mogas may verify the details of the above-mentioned account with my/our Financial Institution.
2. The Financial Institution may release information allowing Mogas to verify the above-mentioned account detail.
3. I/We have read and agree to be bound by the terms and conditions of the Direct Debit Client Service Agreement.

#### Office use only

Account No.
Account Name
Entered

Name	Signature	Capacity	Date

# Direct debit service agreement

## Definitions

"Account" means the account held at your Financial Institution from which Mogas is authorised to arrange for funds to be debited.

"Agreement" means this Direct Debit Service Agreement between you and Mogas.

"Business 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 Mogas is due.

"Debit Payment" means a particular transaction where a debit is made.

"Direct Debit Request" means the Direct Debit Request set out above (and includes any form PD-C approved for use in the transitional period).

"Financial Institution" means the banking entity that provides for financial monetary transactions.

"Mogas" means Mogas Regional Pty Ltd ABN 79 111 402 110 and Mogas' Related Entities (as defined in the Corporations Act 2001 (Cth)).

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

"Your Financial Institution" is the Financial Institution where you hold the account you have authorised Mogas to arrange to debit.

## 1. Debiting your account

- 1.1 By signing this Agreement and the Direct Debit Request, you have authorised Mogas to arrange for funds to be debited from your Account.
- 1.2 Mogas will only arrange for funds to be debited from your account if Mogas has sent to the address nominated by you in the Direct Debit Request a statement which specifies the amount payable by you to the Mogas and when it is due.
- 1.3 If the Debit Day falls on a day that is not a Business Day, Mogas may direct your Financial Institution to debit your Account on the following business day.

## 2. Changes by Mogas

- 2.1 Mogas may:
  - (a) vary any details of this Agreement, the Terms and Conditions or a Direct Debit Request at any time without notice to you; or
  - (b) terminate a Direct Debit Request and arrange with you an alternative payment method, by giving you at least 14 days written notice.

## 3. Changes by you

- 3.1 Subject to 3.2, you may change the arrangements under a Direct Debit Request by contacting Mogas on (08) 8367 2000.
- 3.2 If you wish to:
  - (a) stop or defer a Debit Payment; or
  - (b) request a change to the amount and/or frequency of funds being debited from your Account, you must notify Mogas in writing at least 14 days before the next Debit Day. Mogas will respond prior to the next Debit Day.
- 3.3 If you wish to cancel your authority for Mogas to debit your Account, you must notify Mogas in writing at least 30 days before the next Debit Day.

## 4. Your obligations

- 4.1 It is your responsibility to:
  - (a) ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made on the Debit Day in accordance with the Direct Debit Request;
  - (b) ensure that the authorisation given to draw on your Account is identical to the account signing instructions held by your Financial Institution;
  - (c) advise Mogas if your Account is transferred or closed; and
  - (d) arrange a suitable alternate payment method if the drawing arrangements are cancelled either by you or your Financial Institution.
- 4.2 If there are insufficient clear funds in your Account to meet a Debit Payment or the Direct Debit Request fails to meet the requirements of your Financial Institution:
  - (a) You may be charged a fee and/or interest by your Financial Institution;
  - (b) You may be charged default interest in accordance with the Terms and Conditions;
  - (c) You will incur a dishonour fee of \$50.00 (minimum) and may also incur other fees or charges imposed or incurred by Mogas; and
  - (d) 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 Mogas can process the Debit Payment.
- 4.3 You will also incur a dishonour fee of \$50.00 (minimum) and may also incur other fees or charges imposed or incurred by Mogas; and
- (d) 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 Mogas can process the Debit Payment.
- 4.3 You should check your Account statement to verify that the amounts debited from your Account are correct.
- 4.4 You agree to indemnify Mogas and to keep Mogas indemnified against all claims, demands, actions, suits and proceedings whatsoever against Mogas or any of its employees, contractors or agents arising out of or in connection with your instruction in the Direct Debit Request, this Agreement or the Terms and Conditions.

## 5. Confidentiality

- 5.1 Mogas will keep any information (including your Account details) in your Direct Debit Request confidential.

- 5.2 Mogas 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 dispute referred to in clause 6).

## 6. Dispute

- 6.1 If you believe that there has been an error in debiting your Account, you should notify Mogas directly on (08) 8367 2000 and confirm that notice in writing with Mogas as soon as possible so that Mogas can resolve your query as quickly as possible.
- 6.2 If Mogas concludes as a result of its investigations that your Account has been incorrectly debited Mogas will respond to your query by arranging for your Financial Institution to adjust your Account (including interest and charges) accordingly. Mogas will also notify you in writing of the amount by which your Account has been adjusted.
- 6.3 If Mogas concludes as a result of its investigations that your Account had not been incorrectly debited Mogas will respond to your query by providing you with reasons and any evidence for this finding.
- 6.4 If Mogas cannot resolve the matter you can still refer it to your Financial Institution which may lodge a claim on your behalf.
- 6.5 A certificate signed by Mogas stating the amount due to Mogas at a particular date shall be prima facie evidence as to its contents.

## 7. Notice

- 7.1 If you wish to notify Mogas in writing about anything relating to this Agreement, you should write or send an email to:  
Address:  
Credit Manager, Mogas  
PO Box 322 Kensington Park, SA 5068
- 7.2 Any Notice will be deemed to have been received:
  - (a) If sent by mail, 2 days after it is posted;
  - (b) If personally delivered, when delivered;
  - (c) If sent by email, on the completion of the transmission.

## 8. Accounts

You should ensure that:

- (a) 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 Mogas are correct by checking them against a recent account statement; and
- (c) You check with your Financial Institution before completing the Direct Debit Request if you have any queries about how to complete this Direct Debit Request.



270 The Parade, Kensington SA 5068