

# Account Application Form



## Tropic Distributors Pty Ltd Fuel Distributor

### Head Office

ABN 41 009 782 389

Ph: (07) 4726 0300  
Fax: (07) 4726 0399  
Email: [tropic@tropicd.com.au](mailto:tropic@tropicd.com.au)  
Post: PO Box 1509, Townsville Qld 4810  
Address: 131 Denham St, Townsville 4810  
Web: [www.tropicd.com.au](http://www.tropicd.com.au)

### Sales/Orders

Ph: (07) 4726 3000  
Fax: (07) 4772 4755  
Address: Ted Paulsen Drive  
(Via Hubert Street)  
South Townsville Qld 4810



## Tropic Petroleum Network

### Townsville - Garbutt

Ph: (07) 4779 5873 Fax: (07) 4779 6134  
Address: Caltex Garbutt, 26-28 Pilkington Street,  
Garbutt, Qld 4814

### Townsville - Pimlico

Ph: (07) 4725 2802 Fax: (07) 4725 4124  
Address: Caltex Pimlico, Cnr French & Palmerston Streets,  
Pimlico, Qld 4812

### Townsville - Roseneath

Ph: (07) 4726 3000 Fax: (07) 4772 4755  
Address: Caltex Roseneath, 14 Kiernan Drive,  
Roseneath, Qld 4811

### Ayr

Ph: (07) 4783 1786 Fax: (07) 4783 6593  
Address: Caltex Sunland, 101 Edwards Street, Ayr, Qld 4807

### Cairns

Ph: (07) 4051 1455 Fax: (07) 4051 3521  
Address: Caltex Cairns, 60 Draper Street, Cairns, Qld 4870

### Charters Towers

Ph: (07) 4787 4791 Fax: (07) 4787 4918  
Address: Caltex Charters Towers, 262 Gill Street,  
Charters Towers, Qld 4820

### Bowen

Ph: (07) 4786 1771 Fax: (07) 4786 6159  
Address: Caltex Barrier Reef Roadhouse, Bruce Highway,  
Bowen, Qld 4805

### Longreach

Ph: (07) 4658 1963  
Address: Caltex Longreach, 55 Duck Street,  
Longreach, Qld 4730

### Malanda

Ph: (07) 4096 5646 Fax: (07) 4096 5922  
Address: Caltex Malanda, 40 James Street, Malanda, Qld 4885

### Tully

Ph: (07) 4068 1319 Fax: (07) 4068 1512  
Address: Caltex Tully, Bruce Highway, Tully, Qld 4854

### Winton

Ph: (07) 4657 1146 Fax: (07) 4657 0249  
Address: Caltex Winton, 4 Chirnside Street, Winton, Qld 4735



## PART D: FULL NAME AND DETAILS OF PROPRIETORS DIRECTORS OR PARTNERS

1. Full Name \_\_\_\_\_

Residential Address \_\_\_\_\_ Town/City \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

(Please tick)  Owned  Leased Date of Birth \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_

Telephone No \_\_\_\_\_ Mobile No \_\_\_\_\_ Email \_\_\_\_\_

2. Full Name \_\_\_\_\_

Residential Address \_\_\_\_\_ Town/City \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

(Please tick)  Owned  Leased Date of Birth \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_

Telephone No \_\_\_\_\_ Mobile No \_\_\_\_\_ Email \_\_\_\_\_

3. Full Name \_\_\_\_\_

Residential Address \_\_\_\_\_ Town/City \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

(Please tick)  Owned  Leased Date of Birth \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_

Telephone No \_\_\_\_\_ Mobile No \_\_\_\_\_ Email \_\_\_\_\_

4. Full Name \_\_\_\_\_

Residential Address \_\_\_\_\_ Town/City \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

(Please tick)  Owned  Leased Date of Birth \_\_\_\_\_ Drivers Licence No. \_\_\_\_\_

Telephone No \_\_\_\_\_ Mobile No \_\_\_\_\_ Email \_\_\_\_\_

## PART E: EXECUTED BY THE APPLICANT

The Applicant acknowledges that it has read the terms and conditions and accepts the rights, obligations and conditions set out herein.

1. Name \_\_\_\_\_ 2. Name \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

3. Name \_\_\_\_\_ 4. Name \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

# THIS PAGE MUST BE COMPLETED FOR ALL APPLICATIONS

## PART F: SCHEDULE 1 – DEED OF GUARANTEE AND INDEMNITY DETAILS OF GUARANTOR

Tropic encourages you to obtain independent legal advice before signing and returning this guarantee.

1. In consideration of Tropic agreeing to supply the Applicant with goods and/or services on credit ("the Contract") at the request of the Guarantor, the Guarantor:

- guarantees to Tropic that the Applicant will pay all monies now or in the future payable to Tropic on any account from time to time including the balance of any running account, interest and enforcement costs;
- guarantees to Tropic that the Applicant will observe and perform its obligations;
- undertakes to Tropic that with the Applicant the Guarantor will be jointly and severally liable for the payment of all monies now or in the future owing to, and for any loss or damage suffered by, Tropic as a result of the Applicant's failure to observe and perform the Applicant's obligations under the Contract.

2. The Guarantor's liability is not reduced or discharged by Tropic:

- terminating the Contract with the Applicant;
- granting any time concession or indulgence to the Applicant;
- entering into any composition or scheme arrangement with the Applicant;
- waiving any breach or default by the Applicant;
- failing to enforce the terms of the Contract against the Applicant;
- releasing any other guarantor; and

(g) changing, varying or amending the terms and conditions of the supply of any goods and services to the Applicant.

3. The Guarantor irrevocably grants to Tropic an equitable mortgage over any real property owned by the Guarantor personally and/or as trustee of every Trust and/or as sole Director and Secretary of every company (including land acquired in the future) to secure:-

- payment of all monies now or in the future owing to Tropic by the Applicant on any account; and
  - the performance and observance of the Applicant under the Contract and the Guarantor's covenants under this Guarantee.
- In this clause "Trust" means each trust for which the Guarantor holds land as trustee.

4. If the terms of the Contract are not enforceable against the Applicant for any reason the Guarantor indemnifies Tropic against any loss it may suffer as a result. That loss will include all monies that would have been payable by the Applicant had the Contract been fully enforceable against the Applicant.

5. If the Guarantor comprises more than one (1) person:

- each is liable even if the others do not execute the Guarantee;
- each becomes liable when he or she executes the Guarantee; and
- the liability of those that execute the Guarantee will be joint and several.

1. Full Name \_\_\_\_\_

Residential Address \_\_\_\_\_ Town/City \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_ Date of Birth \_\_\_\_\_ Drivers Licence No \_\_\_\_\_

Executed as a Deed by \_\_\_\_\_  
SIGN PRINT NAME

as Guarantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

in the presence of \_\_\_\_\_  
WITNESS SIGN PRINT NAME

2. Full Name \_\_\_\_\_

Residential Address \_\_\_\_\_ Town/City \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_ Date of Birth \_\_\_\_\_ Drivers Licence No \_\_\_\_\_

Executed as a Deed by \_\_\_\_\_  
SIGN PRINT NAME

as Guarantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

in the presence of \_\_\_\_\_  
WITNESS SIGN PRINT NAME

3. Full Name \_\_\_\_\_

Residential Address \_\_\_\_\_ Town/City \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_ Date of Birth \_\_\_\_\_ Drivers Licence No \_\_\_\_\_

Executed as a Deed by \_\_\_\_\_  
SIGN PRINT NAME

as Guarantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

in the presence of \_\_\_\_\_  
WITNESS SIGN PRINT NAME

## TERMS AND CONDITIONS

### 1. DEFINITIONS

"GST" means a tax, levy, duty, charge or a deduction together with any related additional tax, interest, penalty, fine or other charge imposed by a GST law;

"GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 and any Act enacted in addition or substitution to it;

"Indemnity Subject Matter" means any injury to or death of a person, all claims and demands, any loss or damage, and any penalty, expense, cost or loss of whatsoever nature including legal fees and costs on a solicitor and own client basis, arising directly or indirectly from:

- any negligent act or omission of the Applicant; or
  - any breach of this Agreement by the Applicant;
- "PPSA" means the Personal Property Securities Act 2009 (Cth) as amended from time to time and includes any regulations made under that Act as well as any Act made in substitution thereto.

### 2. INTERPRETATION

In the interpretation of this Agreement:

- singular includes plural and vice versa;
- references to a person include a corporation, association, partnership, government authority, or any legal entity;
- references to statutes include statutes amending, consolidating or replacing the statutes and includes all regulations and by laws made under those statutes;
- covenants by each party include an obligation to procure compliance by all other persons under the control of that party;
- covenants on the party bind each two or more persons jointly and each person severally. The release of one of the persons from an obligation does not release any other person who may be jointly liable;
- any undertaking by a party not to do any act or thing is taken to include an undertaking not to permit or suffer the doing of the act or thing;
- if the day on or by which any act or thing is to be done is not a Business Day that act or thing must be done on the next Business Day following the due day;
- all annexures, schedules and other attachments (if any) form part of this Agreement; and
- a reference to anything after the words "includes" or "including" does not limit what else might be included.

### 3. OFFER AND ACCEPTANCE

3.1 The Applicant has applied for credit with Tropic.

3.2 Tropic will be deemed to have accepted the Applicant's application upon:

- Tropic executing this Application Form in the signature panel; or
- Tropic providing any goods and/or services to the Applicant on credit.

### 4. SUPPLY OF GOODS AND/OR SERVICES ON CREDIT

4.1 The Applicant has requested that Tropic supply the Applicant with goods and/or services.

4.2 Tropic has agreed to provide the Applicant with goods and/or services on the terms and conditions set out herein.

4.3 The Applicant acknowledges that credit will be provided to the Applicant on the terms and conditions set out herein.

### 5. CREDIT LIMIT

The goods and/or services will only be supplied up to a credit limit Tropic considers acceptable. Tropic will determine the credit limit and may vary the credit limit in its absolute discretion.

### 6. SECURITY

6.1 The Applicant must, where required by Tropic, provide directors and/or personal guarantees and/or other security.

6.2 The Applicant grants to Tropic an equitable mortgage over any real property owned by the Applicant personally and / or as Trustee of any Trust and/or by any company of which the Applicant is the sole director/secretary (including land acquired in the future) as security for the payment of all monies now or in the future owed to Tropic on any account. In this clause "Trust" means each trust for which the Applicant holds land as trustee.

6.3 Tropic may register a caveat and/or mortgage to secure its interest in any such land and the Applicant irrevocably appoints Tropic as its attorney to sign all consents to caveat and mortgages on the Applicant's behalf.

6.4 The Applicant acknowledges that Tropic may request further security from the Applicant at any time.

### 7. PAYMENT OF ACCOUNT

7.1 The Applicant agrees to pay for all goods and/or services supplied by Tropic by the due date shown on the invoice / statement.

7.2 Tropic will at the time of accepting the Applicant's application determine whether the Applicant's payment terms are seven (7), fourteen (14) or twenty-one (21) day terms. Twenty-one (21) day terms are reserved for large accounts with a good payment history. Tropic may at any time by notice in writing to the Applicant vary the payment terms with effect from the date of the notice. Each invoice / statement will clearly state the payment terms.

### 8. INTEREST AND FEES

8.1 Tropic has a strict policy of requiring payment of its accounts by the due date shown on the statement.

8.2 If the Applicant fails to pay any amount owing by the due date then Tropic will charge interest on the outstanding amount at the rate of 11% per annum compounding monthly.

8.3 In addition to any interest payable on any outstanding amount, the Applicant must pay an administration fee of 1% plus GST on the account balance as at the 8th, 15th or 22nd day of each month (the date on which the administration fee is payable by the Applicant is based upon the Applicant's payment term, i.e. if the Applicant's payment term is a 14 day term then they will pay the administration fee on the account balance as at the 15th day of each month).

8.4 The Applicant agrees to pay Tropic's costs and expenses on a solicitor and own client basis which Tropic may incur or suffer as a result of the Applicant's failure to pay any monies owing to Tropic.

### 9. CURRENT FINANCIAL RECORDS

- If:
- the Applicant has an account which has been outstanding for more than 28 days; or
  - the Applicant has persistently breached this Agreement, then the Applicant must upon request provide Tropic with:
- current financial records certified by an accountant as being true and accurate; and
  - a current credit report prepared by a respectable credit reporting agency.

### 10. CARDS

10.1 The Applicant will be issued with a fuel card.

10.2 The Card is the Applicant's responsibility and if the card is lost, mislaid or destroyed then the card will be replaced at the Applicant's cost.

10.3 The Applicant agrees to pay a card administration fee of \$3.50 per month plus GST for each and every card that is issued to the Applicant and the Applicant's employees, directors and authorised agents.

10.4 The Applicant acknowledges that there are transaction fees payable upon the use of the card. The transaction fee varies from location to location.

10.5 Upon termination or cessation of this Agreement, the Applicant must return all cards to Tropic.

### 11. DDR SERVICE AGREEMENT CUSTOMER INFORMATION

11.1 This Agreement outlines Tropic's service commitment to the Applicant in respect of the Direct Debit Request (DDR) arrangements made between Tropic and the Applicant.

11.2 In terms of the DDR, Tropic undertakes to periodically debit the Applicant's nominated account for the amount of purchases on the due date shown on the invoice / statement.

11.3 If any drawing falls due on a non-business day, the direct debit will draw on the working day prior to the due date.

11.4 Should terms of the arrangement change 14 days notice will be provided either by phone, fax, email or correspondence.

11.5 The Applicant should contact Tropic at least seven (7) working days prior to the next scheduled drawing date if the Applicant has any queries or changes to the initial terms and Tropic will advise if written notification is required. Changes include – deferring the drawing, altering the schedule, stopping and suspending a debit item or cancelling the DDR.

11.6 If a drawing is dishonoured the amount due plus any bank and other charges that Tropic has incurred as a result of the dishonour, will be debited to the Applicant's account on the next available Business Day. The Applicant may also incur fees, charges and interest with its own financial institution as a result of the dishonour.

11.7 If there is ever a dispute about the date that Tropic can make a drawing from the Applicant's account, the Applicant agrees that Tropic may, by notice in writing to the Applicant, specify the date of the drawing and the amount to be drawn from the Applicant's account.

11.8 If a drawing has been initiated incorrectly please contact Tropic during business hours. The Applicant will receive a refund of the drawing amount if Tropic cannot substantiate the reason for the drawing.

11.9 It is the Applicant's responsibility to ensure that:

- the nominated account can accept direct debits; and
- on the due date clear funds are available in the nominated account.

### 12. EXCHANGE OF REFERENCES BETWEEN CREDIT PROVIDERS

12.1 The Applicant agrees that Tropic may:

- seek from or give to other credit providers details about the Applicant's credit worthiness;
- obtain a credit report containing personal information about the Applicant from a credit reporting agency; and
- perform a search of the Applicant's name and details on the PPSA Register.

12.2 The Applicant agrees that Tropic may give to and seek from any credit providers named in this application and any credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant.

12.3 The Applicant understands that this information can include any information about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. The Applicant understands that the information may be used for the following purposes:

- to assess an application for credit;

- to notify other credit providers of a default by the Applicant;
- to exchange information with other credit providers as to the status of the Applicant's account; and
- to assess the Applicant's credit worthiness.

### 13. ASSESSMENT OF APPLICATION FOR COMMERCIAL/CONSUMER CREDIT

13.1 The Applicant agrees that Tropic may collect, use and handle the Applicant's information to assess the Applicant's application for credit and whether to continue to provide any goods and/or services to the Applicant on credit thereafter.

13.2 The Applicant agrees in assessing the Applicant, Tropic may obtain:

- commercial credit information of the Applicant; and
- consumer credit information of the Applicant.

13.3 If Tropic considers it relevant to assessing the Applicant's application for commercial/consumer credit, the Applicant agrees to Tropic obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant in relation to commercial/consumer credit provided by Tropic.

### 14. NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

14.1 The Applicant acknowledges and agrees that Tropic may give a credit reporting agency personal information about the Applicant's credit application. The information which may be given to an agency is covered by Section 19(E) (1) of the Privacy Act 1988 includes:

- identity particulars (as permitted by the Privacy Commissioners determination issued under Section 18E(3));
- the fact that the Applicant has applied for credit and the amount;
- the fact that Tropic is a current credit provider to the Applicant;
- payments which become overdue more than 60 days, and for which collection has been commenced;
- advice that payments are no longer overdue in respect of any default that has been listed;
- cheques drawn by the Applicant for \$100.00 or more which have been dishonoured more than once;
- in specified circumstances that, in the opinion of Tropic, the Applicant has committed a serious credit infringement; and
- that credit provided to the Applicant by Tropic has been paid or otherwise discharged.

### 15. RETENTION OF TITLE

15.1 The Applicant agrees that, until payment of all monies owing to Tropic is received, any goods delivered to the Applicant remain the property of Tropic.

15.2 Until the Applicant has paid all monies to Tropic:

- the goods are held by the Applicant as a fiduciary bailee of Tropic;
- the Applicant must store the goods separately so that they are readily identifiable as the property of Tropic;
- the Applicant must not sell the goods except with the prior written consent of Tropic in the ordinary course of the Applicant's business;
- any proceeds of such resale, in so far as they relate to the goods, must be held upon trust for Tropic in a separate account; and
- Tropic may enter any premises owned or Leased by the Applicant to inspect or remove the goods.

15.3 Tropic will not be liable for any damage done to the land or property of the Applicant during the removal of the goods.

15.4 The rights reserved to Tropic in this clause will continue to apply even if the Applicant has caused an accession or commingling of the goods to any other goods owned by the Applicant or any other third party.

### 16. PPSA

16.1 In addition to Tropic's rights under clause 15, the Applicant grants Tropic:

- a security interest over all of the Applicant's present and after acquired property including any proceeds arising from the disposal of that property, as security for the payment of all monies that may be owing to Tropic from time to time; and
- (as Transferee) the right under Part 2.7 of the PPSA to register a security interest in any accounts receivable to which the Applicant may be entitled from any other person as security for the Applicant's obligations under this Agreement.

16.2 Tropic is entitled to register on the Personal Property Securities Register any security interest that the Applicant may have given Tropic in the Applicant's property and Tropic's goods under this Agreement.

16.3 Tropic has the authority to search the register from time to time to determine what security interests may exist in respect of the Applicant.

16.4 The Applicant:

- will provide Tropic with all information reasonably required to register a financing statement or financing charge statement on the Personal Property Securities Register;
- will advise Tropic in writing of any change to the Applicant's name or address at least 7 days prior to that change taking effect;
- where permitted by law, waives its rights to receive a notice of verification statement;
- agrees that where Tropic has rights in addition to those in chapter 4 of the PPSA, those rights will continue to apply and Tropic's rights to seize the Goods will not be limited by the PPSA; and
- will pay the costs of and incidental to the registration of a financing statement or financing charge statement along with any costs incurred by Tropic in enforcing Tropic's rights against the Applicant under the PPSA.

16.5 In the event that Tropic exercises any of its rights under the PPSA to take possession of the goods or the Applicant's property, the Applicant waives its rights with respect to the following:

- the right to receive notice prior to Tropic removing or seizing any such goods or property;
- to receive a statement of account, a disposal notice or a notice of retention either prior to or immediately following Tropic taking possession and selling the goods or property to a third party.

16.6 The terms and expressions used within this clause have the meanings given to them in the PPSA.

### 17. SUSPENSION AND CANCELLATION OF ACCOUNT

Tropic may at any time and without giving any reason, suspend or terminate its supply of credit, or goods and/or services to the Applicant.

### 18. TERMINATION OF THIS AGREEMENT

Termination of this Agreement does not:

- affect any claim or action that a party may have against the other or affect any other right or remedy that the party may have; or
- release any guarantors; or
- relieve any other party of any obligation under this Agreement which is expressed to continue after termination.

### 19. RISK

Once the goods have been delivered to the Applicant they are at the risk of the Applicant.

### 20. LIMITATION OF LIABILITY

20.1 Tropic will not be liable for any loss or damage whatsoever arising from:

- the failure for whatever reason of Tropic to deliver any goods and/or services on any specified date or at all; or
- the loss or damage to any person, property or thing arising out of the delay, non delivery or other failure to supply the goods and/or services.

20.2 Despite any other condition, Tropic will be discharged from all liability for loss or damage unless an action or claim is brought within six (6) months of delivery or in the case of non performance or omission, within six (6) months of the date the performance, delivery or act should have occurred.

20.3 Despite anything to contrary in this Agreement, any claim by the Applicant for damages, can not exceed the lesser of:

- \$100,000.00;
- the outstanding balance of the Applicant's account as at the date of the claim.

### 21. INDEMNITY

The Applicant indemnifies Tropic against the Indemnity Subject Matter.

### 22. VARIATION

Tropic may by fourteen (14) days notice in writing to the Applicant change the terms and conditions of this Agreement including changes to payment dates and terms.

### 23. JURISDICTION

23.1 The parties agree that the jurisdiction in respect of any relief and/or remedies and/or enforcement of this Agreement will be determined by the jurisdiction of the Courts in Queensland. Each party waives any right it has to object to an action being brought in those Courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those Courts do not have jurisdiction.

23.2 Further, the Applicant agrees that Tropic may commence any claim or seek any relief in the Supreme Court and/ or in the District Court and/or the Magistrates Court sitting at Townsville in the State of Queensland and any such Court will not be required to make any determination as to whether it has local jurisdiction in respect of the matter.

### 24. GENERAL TERMS

24.1 The Applicant cannot assign this Agreement without first obtaining the consent of Tropic.

24.2 Tropic may assign its rights and obligations under this Agreement without first obtaining the consent of the Applicant.

24.3 The person who signed this Agreement warrants and declares that he or she is authorised to sign this Agreement on behalf of the Applicant and declares that he or she understands and agrees to the terms and conditions.

24.4 The applicant warrants the provision of credit by Tropic is for business purposes and is not for personal, domestic or household purposes.

24.5 If any of these terms and conditions are unenforceable then the unenforceability does not affect any other part of the condition or any other condition but rather it will be severed from them.

24.6 All amounts payable in, under or by this Agreement are exclusive of GST and the Applicant must pay any GST payable on a supply under this Agreement.

# TROPIC

**Petroleum**

