

BOLAND PETROLEUM PTY LTD
ACN 646 328 734 ABN 79 646 328 734
(AN AMPOL DISTRIBUTOR)



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 Fax: (02) 6752 1355
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APPLICATION FOR COMMERCIAL CREDIT

The Customer applies to the Supplier 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 the Supplier, the Supplier may supply Goods and/or Services to the Customer on the terms and conditions of this Application for Commercial Credit.

Customer Details

Trading name	<input type="text"/>		
Name of company, trust, person(s) or partnership operating business	<input type="text"/>		
ACN	<input type="text"/>	ABN	<input type="text"/>
Business street address	<input type="text"/>		
Business postal address	<input type="text"/>		
Contact person	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		
Accounts contact person	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		
Name of bank	<input type="text"/>	Branch	<input type="text"/>
Account no.	<input type="text"/>	BSB	<input type="text"/>
Date business commenced	<input type="text"/>	Nature of business	<input type="text"/>
Number of Distributor Cards required (a monthly fee applies for each card)	<input type="text"/>	Requested credit limit	<input type="text"/>

Details of Directors/Partners/Sole Trader

Name	<input type="text"/>	DOB	<input type="text"/>
Residential address	<input type="text"/>	Drivers licence	<input type="text"/>
Title	<input type="text"/>	Mobile	<input type="text"/>
Name	<input type="text"/>	DOB	<input type="text"/>
Residential address	<input type="text"/>	Drivers licence	<input type="text"/>
Title	<input type="text"/>	Mobile	<input type="text"/>

Trade References

Name	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		
Name	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		
Name	<input type="text"/>	Telephone	<input type="text"/>
Email	<input type="text"/>		

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TERMS AND CONDITIONS

Definitions

- In these terms and conditions:
 - 'Account'** means the account established by Boland Petroleum for the Customer for the purposes of operating the Facility.
 - 'Agreement'** means Credit Agreement and Supply Contract.
 - '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* (Cth)).
 - 'Authorised Supplier'** means a supplier authorised by Boland Petroleum to supply some or all of the Products and who may accept Cards.
 - 'Boland Petroleum'** means Boland Petroleum Pty Ltd ACN 646 328 734 and its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)).
 - 'Credit Agreement'** means an agreement between Boland Petroleum and the Customer pursuant to which Boland Petroleum provides the Facility to the Customer.
 - '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, Equipment and/or Services from Boland Petroleum in accordance with these terms and conditions.
 - 'Card'** means a card issued to the Customer under the Facility.
 - 'Card Limit'** means the amount notified by Boland Petroleum to the Customer from time to time as being the maximum amount allowed for purchases of Products and/or Services using the Card.
 - 'Cardholder'** means the Customer and any persons nominated by the Customer to use the Card.
 - 'Credit Limit'** means the amount notified by Boland Petroleum to the Customer from time to time as being the maximum amount allowed for purchases of Products and/or Services using the Card.
 - 'Laws'** means Federal, State, Territorial or Local Government Legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia (as the case may be).
 - 'Environmental Laws'** means all Federal, State, Territorial or Local legislation and regulations, environmental protection policies and directions, standards and guidelines of any authority (and any other like bodies) regulating or otherwise relating to the environment.
 - 'Equipment'** means any equipment including, without limitation, storage tanks and pumps (including associated or attached tools, parts and accessories), hired or leased by the Customer from Boland Petroleum.
 - 'Facility'** means the facility provided to the Customer to purchase Products using the Card on credit.
 - 'Lubricants'** means lubricating oils, greases, brake fluids, coolants, fuel performance additives and degreasers.
 - 'Order'** means an order from the Customer to Boland Petroleum to purchase Products and/or Services and/or to hire or lease Equipment.
 - 'Petroleum Products'** means unleaded petrol, premium petrol, diesel, aviation fuel, liquified petroleum gas, biofuel and any other products which may be used in combustion engines or propelling motor vehicles.
 - 'PPSA'** means the *Personal Property Securities Act 2009* (Cth).
 - 'PPSR'** means the Personal Property Securities Register.
 - 'Products'** means Petroleum Products and Lubricants and any other products supplied by Boland Petroleum from time to time.
 - 'Services'** means all services supplied by Boland Petroleum to the Customer (and where the context so permits shall include any supply of Products and/or Equipment as described above).
 - 'Statement'** means a monthly invoice to be issued by Boland Petroleum to the Customer at the end of each month in respect of the Customer's Transactions during the month.
 - 'Supply Contract'** means an agreement between Boland Petroleum and the Customer for the supply of Products, Equipment and/or Services incorporating these terms and conditions.
 - 'Transaction'** means a purchase transaction for which a Card is used by a Cardholder or, using the Account, to purchase Products and/or Services.

Purpose of credit

- The Customer acknowledges and agrees that any credit provided by Boland Petroleum under the Facility is wholly or predominantly for commercial business purposes.

Facility

- Where a Customer's application for commercial credit is approved, Boland Petroleum will:
 - provide the Customer with the Facility for the purposes of purchasing Products from Boland Petroleum and/or its Authorised Suppliers; and
 - establish the Account for the Customer and debit the Account from time to time with:
 - all amounts due for purchases of the Products;
 - interest payable under clause 90;
 - costs, fees and charges payable under these terms and conditions.

Credit Limit

- The Customer must not exceed the Credit Limit.
- Boland Petroleum may refuse to supply Products and/or Services or to process a Transaction for Products and/or Services to the Customer or a Cardholder which is in excess of the Credit Limit.
- If a Transaction results in the Customer exceeding the Credit Limit, the Customer must (at the option of Boland Petroleum):
 - pay the difference to Boland Petroleum immediately;
 - return any Products capable of being returned in their original condition to Boland Petroleum or the Authorised Supplier (whichever the case may be).

Cards

- Boland Petroleum may issue one or more Cards to the Customer or persons nominated by the Customer to be a Cardholder.
- A Cardholder may only:
 - use the Card to purchase Products under the Facility;
 - use the Card whilst it is valid, and subject to earlier suspension or termination, until the expiry date shown on the Card;
 - purchase Products up to the Card Limit (if any).
- If a Cardholder purchases Products using the Card in excess of the Card Limit, the Customer must (at the option of Boland Petroleum):
 - pay the difference to Boland Petroleum immediately;
 - return any Products capable of being returned in their original condition to Boland Petroleum or the Authorised Supplier (whichever applies).
- Upon completion of a Transaction, the Cardholder will be issued with a receipt. It is the responsibility of the Cardholder to ensure that the details of the Transaction are accurately recorded on the receipt.
- If a Cardholder becomes aware of the loss, theft, or unauthorised use of a Card, it must promptly notify Boland Petroleum in writing (and Ampol, where required by Ampol).
- Until Boland Petroleum is notified in accordance with clause 11, the Customer shall, to the maximum extent permitted by Law, be liable for any unauthorised use of the Card.
- Boland Petroleum reserves the right (provided it has a legitimate business reason to do so, or if the Customer is in breach of these terms and conditions) to cancel any Card at any time upon written notice to the Customer. In the event that notice of cancellation of a Card is given as aforesaid the Customer must immediately return the Card to Boland Petroleum (or destroy it, if directed to do so by Boland Petroleum).
- The Customer acknowledges and understands that, unless otherwise agreed in writing, Boland Petroleum shall be at liberty to charge the Customer:
 - a monthly fee for each Card supplied to the Customer; and
 - a reissue fee for any Card Boland Petroleum reissues to the Customer.

Payment terms

- Boland Petroleum will issue a tax invoice to the Customer at the end of each month for:
 - all purchases of Products made within that month;
 - all costs, fees and charges or other monies payable under these terms and conditions.
- The terms of payment are strictly twenty-one (21) days from the end of month in which a Statement is raised (or such other period as nominated by Boland Petroleum herein).
- Boland Petroleum may, at any time, vary the terms of payment of tax invoices by giving fourteen (14) days' notice in writing to the Customer. The Customer shall be under no obligation to accept the varied terms of payment, but any purchases of the Products after fourteen (14) days has elapsed from the date of service of the notice will constitute the Customer's acceptance of those varied payment terms.
- The Customer must check all tax invoices and notify Boland Petroleum in writing of any errors or omissions within seven (7) days of receipt. Failing written notice from the Customer that a tax invoice contains any errors or omissions, the Customer shall be deemed to have accepted the tax invoice.

- If the Customer defaults in payment of a tax invoice as required by these terms and conditions, and fails to remedy the default within fourteen (14) days of receiving a written notice of demand from Boland Petroleum to do so, Boland Petroleum will be entitled to charge an administration fee of ten (10) percent of the amount of the unpaid invoice.
- The Customer acknowledges that Boland Petroleum shall be at liberty to charge a surcharge for credit card payment transactions equal to the merchant fees incurred by Boland Petroleum (excluding Cards).

Formation of Supply Contract

- Boland Petroleum may issue a quotation, either verbally or in writing, for the supply of Products, Equipment and/or Services 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. Boland Petroleum may, in its sole discretion, withdraw, vary or extend any quotation at any time prior to the formation of a contract in accordance with clause 22.
- Quotations made by Boland Petroleum are considered to be estimates only will not be construed as an offer or obligation to supply in accordance with the quotation. Boland Petroleum reserves the right to accept or reject, at its discretion, the Customer's Order. Only acceptance by Boland Petroleum of the Customer's Order will complete a Supply Contract.
- Placement of an Order, either verbally or in writing, or use of a Card, will constitute the Customer's acceptance of these terms and conditions.

Price

- Unless otherwise agreed in writing, the Prices for the Products and/or Services will be:
 - for Products and/or Services supplied by Boland Petroleum, at Boland Petroleum's sole discretion:
 - Boland Petroleum's quoted price (subject to clauses 25 and 27) which will be binding upon Boland Petroleum provided the Customer accepts the quotation in writing within the period specified in clause 21;
 - Boland Petroleum's prevailing price at the date of delivery of the Products;
 - as indicated on invoices provided by Boland Petroleum to the Customer for the Products supplied.
 - for Products supplied by an Authorised Supplier, the price charged by the Authorised Supplier at the time of the Transaction.

Pricing variations

- Where the Customer requests or directs that Boland Petroleum supply Products and/or Services 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.
- The Customer understands and agrees that:
 - all variations must be agreed between the parties in writing prior to the Products and/or Services the subject of a request or direction pursuant to clause 25 being supplied; and
 - 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.
- Notwithstanding clause 26, and subject to any rights the Customer might have under any relevant legislation, Boland Petroleum 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 (including, without limitation, any actual increase in the costs to Boland Petroleum in manufacturing, producing, procuring or transporting the Products, actual increases in labour in connection with the supply of the Services, currency fluctuations and availability of the Products);
 - the Products and/or Services specified in the Customer's order are varied from the Products and/or Services specified in Boland Petroleum's quotation; or
 - otherwise provided for in these terms and conditions.

Cancellation of Orders

- Unless otherwise agreed in writing between the parties, the Customer may not cancel an Order (or any part of an Order) accepted by Boland Petroleum, delivery of the Products ordered and/or the supply of Services cannot be deferred and the Products ordered cannot be returned, except with the prior written consent of Boland Petroleum and then (subject to clause 41 of these terms and conditions) only upon terms that the Customer reimburse and indemnify Boland Petroleum against all loss it has incurred or may incur as a result of the cancellation, deferral or return, including (without limitation) cartage, bank charges, and other incidental expenses incurred on any part of the order that is cancelled and loss of profits
- Notwithstanding any other rights Boland Petroleum may have under this Agreement, Boland Petroleum 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 tax invoice by the due date;
 - enters into liquidation or, in the case of an individual, becomes bankrupt; or
 - breaches an essential term of this Agreement.
- To the fullest extent permitted by Law, Boland Petroleum accepts no liability for any loss whatsoever incurred by the Customer or any third party as a result of Boland Petroleum exercising its rights under clause 28.

Delivery

- Where Boland Petroleum agrees to deliver Products and/or Equipment under a Supply Contract, 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 delivery site;
 - must comply with all reasonable instructions of Boland Petroleum (or its servants, agents or contractors) relating to any aspect of delivery; and
 - agrees that any period or date for delivery stated by Boland Petroleum is intended as an estimate only and is not a contractual commitment. Boland Petroleum will not in any circumstances be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated delivery date
- Delivery will be made within normal business hours between Monday to Friday, 7.00am to 5.00pm only (unless otherwise agreed).
- Delivery is deemed to occur at the earlier of:
 - the collection of the Products and/or Equipment from Boland Petroleum or an Authorised Supplier by the Customer (or any servant, agent or contractor of the Customer) (and in the case of Petroleum Products the Customer shall be deemed to have collected the Petroleum Products when they pass into any vehicle, tank or other storage equipment of the Customer (or any servant, agent or contractor of the Customer));
 - the time of loading of the Products and/or Equipment at Boland Petroleum's premises or any third-party supplier's premises (where applicable) for the purposes of delivery to the Customer;
 - the Customer's nominated carrier takes possession of the Products and/or Equipment in which event the carrier shall be deemed to be the Customer's agent.
- Boland Petroleum is entitled to charge a reasonable fee for storage and/or re-delivery in the event the Customer does not, or is unable to, accept delivery of the Products and/or Equipment.
- The Customer accepts that Boland Petroleum may deliver Products and/or Equipment by instalments and require payment for each separate instalment in accordance with these terms and conditions.
- 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.
- The Customer shall make all arrangements necessary to take delivery of the Products and/or Equipment whenever they are tendered for delivery.

Returns

- The Customer must inspect the Products immediately upon delivery and must within seven (7) days after the date of inspection give written notice to Boland Petroleum with particulars, of any claim that the Products are not in accordance with this Agreement. Further, the Customer must, upon request from Boland Petroleum, allow Boland Petroleum's agents and/or employees to enter upon any premises occupied by the Customer to inspect, make investigations and take samples of the Products that are subject of the claim. If the Customer fails to give notice or refuses to allow Boland Petroleum to inspect, make investigations or take samples of the Products, then to the maximum extent permitted by Law, the Products must be treated as having been accepted by the Customer (and the Customer shall have no claim against Boland Petroleum) for damage or non-conformity of the Products with these terms and conditions or any agreement between them) and the Customer must pay for the Products in accordance with these terms and conditions.
- The Customer cannot return Products to Boland Petroleum without the written agreement of Boland Petroleum.

40. Where Products are the subject of a notice under clause 38:
- the Customer must leave the Products in the state and condition in which they were delivered until such time as Boland Petroleum or its duly authorised agent has inspected, investigated and/or taken samples of the Products; and
 - such inspection, investigation and/or taking of samples must be carried out within a reasonable time after notification by the Customer.
41. After inspection, investigation and/or testing of samples has taken place as provided for by clause 40 (but subject to clause 39):
- if Boland Petroleum reasonably determines that:
 - the Products are not damaged or defective; or
 - the Products were damaged by the Customer or the Customer failed to take reasonable steps to prevent the Products from becoming damaged; and
 - the Products are otherwise in conformity with these terms and conditions,
 the Customer is deemed to have accepted the Products.
 - if Boland Petroleum reasonably determines that:
 - the Products are damaged or defective; and
 - the Products were not damaged by the Customer and the Customer did not fail to take reasonable steps to prevent the Products from becoming damaged; or
 - the Products are otherwise not in conformity with these terms and conditions,
 the Customer is entitled to any one or more, at the option of Boland Petroleum:
 - the replacement of the Products or the supply of equivalent Products;
 - the repair of the Products;
 - the payment of the cost of replacing the Products or acquiring equivalent Products;
 - the payment of the cost of having the Products repaired.
42. The Customer acknowledges and agrees that any return, other than a return due to a default by Boland Petroleum 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**
43. Risk of damage to or loss of the Products and/or Equipment passes to the Customer on delivery in accordance with clause 33.
44. The Customer must:
- on and from acceptance of these terms and conditions, take out and maintain public liability insurance for at least \$10,000,000 noting Boland Petroleum as a co-insured;
 - on or before delivery, insure the Products and/or Equipment against all losses which may be sustained as a result of the loss, damage or destruction of the Products or any part thereof by accident, theft, fire, flood, negligence and such other insurable causes as may be available and shall include Boland Petroleum as co-insured; and
 - produce certificates in relation to those policies of insurance required by clauses 44(a) and 44(b) to Boland Petroleum on request.
45. If any of the Products and/or Equipment are damaged or destroyed following delivery but prior to ownership passing to the Customer, Boland Petroleum is entitled to receive all insurance proceeds payable for the Products and/or Equipment to the extent of the indebtedness of the Customer to Boland Petroleum. The production of these terms and conditions by Boland Petroleum is sufficient evidence of Boland Petroleum's rights to receive the insurance proceeds without the need for any person dealing with Boland Petroleum to make further enquiry.
46. If the Customer requests that Products are delivered either to an unattended location, or left outside for collection, the Customer acknowledges that Boland Petroleum may deliver the Products as requested at the Customer's sole risk (subject to any applicable Laws).
- Retention of title**
47. Until such time as the Customer has made payment in full for the Products and until such time as the Customer has made payment in full of all other money owing by the Customer to Boland Petroleum (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 Boland Petroleum 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 Boland Petroleum and agrees to store the Products in such a manner that they can be identified as the property of Boland Petroleum, 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 Boland Petroleum and the proceeds of sale of the Products will be held by the Customer on trust for Boland Petroleum absolutely.
48. The Customer's indebtedness to Boland Petroleum, whether in full or in part, will not be discharged by the operation of clause 47(d) hereof unless and until the funds held on trust are remitted to Boland Petroleum (in which event the Customer's indebtedness to Boland Petroleum will be reduced to the extent of the funds so remitted to Boland Petroleum).
49. Notwithstanding clause 46, the Customer acknowledges and understands that Boland Petroleum shall at all times remain the legal and beneficial owner of the Equipment and the Customer's rights to use the Equipment shall be as bailee only.
50. The Customer agrees that whilst property and title in the Products and/or Equipment remains with Boland Petroleum, Boland Petroleum 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 and/or Equipment of Boland Petroleum and, when payment is overdue, to immediately enter the site (as the Customer's invitee) and to repossess the Products and/or Equipment which may be in the Customer's possession, custody or control.
51. The Customer will be responsible for Boland Petroleum's reasonable costs and expenses in exercising its rights under clause 50 where the Customer is otherwise in default of the terms of this Agreement. Where Boland Petroleum 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 Boland Petroleum, its employees, servants or agents.
52. The Customer agrees that where the Products and/or Equipment has been retaken into the possession of Boland Petroleum, Boland Petroleum has the absolute right to sell or deal with the Products and/or Equipment, and if necessary, sell the Products and/or Equipment with the trademark or name of the Customer on those Products and/or that Equipment, and the Customer hereby grants an irrevocable licence to Boland Petroleum to do all things necessary to sell the Products and/or Equipment bearing the name or trademark of the Customer.
53. For the avoidance of doubt, Boland Petroleum's interest constitutes a 'purchase money security interest' pursuant to the PPSA.
- Cancellation of terms of credit**
54. Boland Petroleum reserves the right to withdraw the Facility at any time upon provision of 48 hours' written notice.
55. Notwithstanding clause 54, if the Customer defaults in the payment of any amount due to Boland Petroleum pursuant to the Agreement and does not cure such default within seven (7) days after being given notice of such default, Boland Petroleum may terminate the Agreement (to be effective immediately) upon written notice to the Customer.
56. Upon the withdrawal of the Facility in accordance with clause 54, or upon termination of the Agreement in accordance with clause 55, all liabilities incurred by the Customer become immediately due and payable to Boland Petroleum.
57. For the avoidance of doubt, termination of the 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 the Agreement which by their nature are intended to survive termination of the Agreement.
- Indemnity**
58. The Customer agrees to indemnify Boland Petroleum and keep Boland Petroleum indemnified against any damage, loss, liability, cost, charge, expense, penalty, outgoing or payment (whether direct or indirect, consequential or incidental) and includes legal costs and expenses on a full indemnity basis (together, **Loss**) arising directly or indirectly as a result of or in connection with:
- the supply of Products, Equipment and/or Services by Boland Petroleum (or an Authorised Supplier) to the Customer;
 - any contamination or breach of Environmental Laws occurring at the Customer's premises or any other place as a consequence of the custody, transfer, transport, storage or use of the Products and/or Equipment;
 - a Cardholder's failure to observe or perform these terms and conditions, except to the extent that such Loss is contributed to by the negligence of Boland Petroleum.
- Comply with Laws**
59. The Customer:
- must provide suitable and safe facilities for receiving Petroleum Products and must comply with all Laws and Environmental Laws; and
- is solely responsible for the safety of its employees, agents, and contractors and must provide and ensure that all persons engaged in the collection, transport and storage of Products observe at all times a safe system of work that complies with all relevant Laws.
- Provision of further information**
60. The Customer undertakes to comply with any reasonable requests by Boland Petroleum to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.
61. If the Customer is a corporation (with the exception of a public listed company), it must advise Boland Petroleum 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 Boland Petroleum may ask for new guarantors to sign a guarantee and indemnity.
- Corporations**
62. 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 Boland Petroleum in relation to the Customer's obligations to Boland Petroleum.
- Trustee capacity**
63. If the Customer is the trustee of a trust (whether disclosed to Boland Petroleum or not), the Customer warrants to Boland Petroleum 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 Boland Petroleum and having the new or additional trustee sign an agreement on terms substantially the same as this Agreement.
64. The Customer must give Boland Petroleum a copy of the trust deed upon request.
- Partnership**
65. 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 Boland Petroleum in relation to the Customer's obligations to Boland Petroleum.
66. 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 Boland Petroleum. In the case of a change of partners, Boland Petroleum may ask for its directors to sign a guarantee and indemnity.
- Insolvency**
67. 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 Boland Petroleum receives a dividend or payment as a result of the Customer being insolvent.
- Waiver**
68. A waiver of any provision or breach of this Agreement by Boland Petroleum shall only be effective if made by an authorised officer of Boland Petroleum in writing. A waiver of any provision or breach of this Agreement by the Customer shall only be effective if made by the Customer's authorised officer in writing. If Boland Petroleum or the Customer elect not to enforce its rights arising as a result of a breach of these terms and conditions, that will not constitute a waiver of any rights relating to any subsequent or other breach.
- Security/charges**
69. The Customer charges in favour of Boland Petroleum 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 payment of all monies which are now or in the future become owing to Boland Petroleum whether pursuant to these terms and conditions or otherwise until all such monies are paid in full by the Customer.
70. The Customer charges in favour of Boland Petroleum 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 payment of all monies which are now or in the future become owing to Boland Petroleum whether pursuant to these terms and conditions or otherwise until all such monies are paid in full and discharged by the Customer.
71. As security for the payment of the amount of its indebtedness to Boland Petroleum from time to time, the Customer irrevocably appoints as its duly constituted attorney Boland Petroleum'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 Boland Petroleum 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).
72. Where the Customer has previously entered into an agreement with Boland Petroleum 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. Boland Petroleum 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.
- Personal Property Securities Act**
73. The Customer acknowledges that by assenting to these terms and conditions, the Customer grants a security interest to Boland Petroleum in all Products (and their proceeds) and Equipment (and their proceeds) now or in the future supplied by Boland Petroleum to the Customer (or to its account) during the continuance of the relationship between Boland Petroleum and the Customer.
74. The Customer undertakes to do anything that is required by Boland Petroleum:
- so that Boland Petroleum can acquire and maintain one or more perfected security interests under the PPSA in respect of the Products and/or Equipment and their proceeds;
 - to register a financing statement or financing change statement; and
 - to ensure that Boland Petroleum's security position, and rights and obligations, are not adversely affected by the PPSA.
75. Unless the Customer has obtained Boland Petroleum's prior written consent, the Customer undertakes not to:
- register a financing change statement in respect of a security interest contemplated or constituted by these terms and conditions; and
 - create or purport to create any security interest in the Products and/or Equipment, nor register, or permit to be registered, a financing statement or a financing change statement in relation to the Products and/or Equipment in favour of a third party.
76. The Customer:
- waives its right under section 157 of the PPSA to receive a copy of the verification statement relating to a security interest created under these terms and conditions;
 - agrees that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
 - agrees that the following provisions of the PPSA will not apply and the Hirer will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
77. The Customer agrees that it will, if requested by Boland Petroleum, sign any documents, provide any information or do anything else Boland Petroleum requests, to ensure that any security interest created in Boland Petroleum's favour by these terms and conditions is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.
78. Notwithstanding section 275 of the PPSA, the parties agree to keep confidential all information of the kind referred to in section 275 of the PPSA, unless compelled by Law to disclose such information.
79. The Customer irrevocably grants to Boland Petroleum the right to enter upon the Customer's property or premises, with notice, and without being in any way liable to the Customer or to any third party, if Boland Petroleum has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Customer shall reasonably indemnify Boland Petroleum from any claims made by any third party as a result of such exercise.
80. The Customer will be responsible for Boland Petroleum's reasonable costs and expenses in exercising its rights under clause 79 where the Customer is otherwise in default of these terms and conditions. Where Boland Petroleum 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 Boland Petroleum, its employees, servants or agents.

81. The Customer agrees 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 Boland Petroleum by the Customer or the Customer's authorised representative.

82. The Customer further agrees that where Boland Petroleum has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.

Costs

83. The Customer must pay for its own legal, accounting and business costs and all costs incurred by Boland Petroleum 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).

84. The Customer will pay Boland Petroleum'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.

85. Subject to clauses 86 and 87, payments by, or on behalf of, the Customer will be applied by Boland Petroleum as follows:

- (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 51, 80 and 84.
- (b) Secondly, in payment of any interest incurred in accordance with clause 90.
- (c) Thirdly, in payment of the outstanding Statement(s), or part thereof in an order determined by Boland Petroleum in its absolute discretion.

86. To the extent that payments have been allocated to Statements by Boland Petroleum in its business records, Boland Petroleum may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever, including in a manner inconsistent with clause 85 herein.

87. Payments allocated (and/or reallocated) under clause 85 and/or 86 will be treated as though they were allocated (and/or reallocated) in the manner determined by Boland Petroleum on the date of receipt of payment.

Taxes and duty

88. The Customer must pay GST on any taxable supply made by Boland Petroleum 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.

89. If as a result of:
 (a) any legislation becoming applicable to the subject matter of this Agreement; or
 (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
 Boland Petroleum becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Customer, then the Customer must pay Boland Petroleum these additional amounts on 48 hours' written demand.

Interest rates

90. The interest rate on any outstanding debts is a fixed rate of one-and-a-half (1.5) percent per monthly, which interest will accrue and be recoverable each day or part thereof that the debt remains outstanding.

Set-off

91. 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 Boland Petroleum and the Customer in writing or as required by Law.

92. Any amount due to Boland Petroleum from time to time may be deducted from any monies which may be or may become payable to the Customer by Boland Petroleum.

Subcontracting and assignment

93. Boland Petroleum may engage a subcontractor without the approval of the Customer to perform all or any of its obligations under these terms and conditions.

94. By entering into this Agreement, the Customer consents to Boland Petroleum assigning its benefits and/or obligation under these terms and conditions to any third party.

Limitation of liability

95. Boland Petroleum, 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 device used in connection with the Facility.

96. In relation to the supply of Products, to the extent permitted by Law, Boland Petroleum's liability to the Customer whether under contract, in tort, pursuant to statute or otherwise for any loss, damage or injury is limited to, at the option of Boland Petroleum, to any one or more of the following:

- (a) the replacement of the Products or the supply of equivalent Products;
- (b) the repair of the Products;
- (c) the payment of the cost of replacing the Products or acquiring equivalent Products;
- (d) the payment of the cost of having the Products repaired.

97. In relation to the supply of Equipment, to the extent permitted by Law, Boland Petroleum's liability to the Customer whether under contract, in tort, pursuant to statute or otherwise for any loss, damage or injury is limited to, at the option of Boland Petroleum, to any one or more of the following:

- (a) the replacement of the Equipment or the supply of equivalent Equipment;
- (b) the repair of the Equipment;
- (c) the payment of the cost of replacing the Equipment or acquiring equivalent Equipment;
- (d) the payment of the cost of having the Equipment repaired.

98. In relation to the supply of Services, to the extent permitted by Law, Boland Petroleum's liability to the Customer whether under contract, in tort, pursuant to statute or otherwise for any loss, damage or injury is limited to, at the option of Boland Petroleum:

- (a) supplying the Services again; or
- (b) providing for the cost of having the Services supplied again.

99. Boland Petroleum 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, Equipment, and/or Services supplied under this Agreement.

100. 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, Equipment and/or Services pursuant to this Agreement of all or any of the provisions of the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by Law cannot be excluded, restricted or modified.

Liability of parties

101. If two or more parties are included within the same defined term in these terms and conditions:
 (a) these terms and conditions have separate operation in relation to each of them;
 (b) a liability or obligation of those persons under these terms and conditions is a joint liability or obligation of all of them and a several liability or obligation of each of them; and
 (c) a right given to those parties under these terms and conditions is a right given severally to each of them.

Force majeure

102. Boland Petroleum is not liable to the Customer for any delay or failure to perform its obligations pursuant to these terms and conditions if such delay or failure to perform is due to force majeure being a circumstance beyond its reasonable control, including strikes, lockouts, fires, floods, storm, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, disease or pandemic, government intervention or regulation, acts of God or any other activity beyond Boland Petroleum's control.

Severance

103. 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.

104. 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

105. The Customer agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of Boland Petroleum at any time by written notice to the Customer. Subject to clause 106, after fourteen (14) days of receipt of the written notice of the variation(s), the variation(s) will be deemed agreed by the Customer.

106. If the Customer does not agree with the variation(s) proposed by Boland Petroleum, they must notify Boland Petroleum in writing within fourteen (14) days from receipt of the written notice that the variations are not agreed to. Boland Petroleum 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 Boland Petroleum without notification.

107. Any proposed variation to these terms and conditions by the Customer must be requested in writing. Boland Petroleum may refuse any such request without providing reasons either orally or in writing.

108. Variations requested by the Customer will only be binding upon Boland Petroleum if they are in writing signed by an authorised officer of Boland Petroleum.

Jurisdiction

109. The Customer acknowledges and agrees that this Agreement will be governed by the Laws of New South Wales, and the Laws of the Commonwealth of Australia which are in force in New South Wales.

110. The Customer acknowledges and agrees that any contract for the supply of Products, Equipment, and/or Services between Boland Petroleum and the Customer is formed at the address of Boland Petroleum.

111. The parties to this Agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

Entire agreement

112. This Agreement (and any documents incorporated by reference herein) constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by Boland Petroleum 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.

113. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Customer and Boland Petroleum, 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.

114. For the avoidance of doubt, the Customer acknowledge and understands that these terms and conditions will prevail over, and Boland Petroleum 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 Boland Petroleum

Privacy Act

115. 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.

Signature		Witness signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

Signature		Witness signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

OFFICE USE ONLY - FOR COMPLETION BY BOLAND PETROLEUM

The Customer's credit application is accepted. Signed for and on behalf of Boland Petroleum.

Signature		Position	
Name (print)		Date	

ACCOUNT APPROVED FOR CASH ON DELIVERY / 7 DAYS / 14 DAYS / 30 DAYS / OTHER: _____
(Boland Petroleum 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. The Supplier may collect personal information about the Customer and/or Guarantor(s) for the Supplier'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 the Supplier 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. The Supplier 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 the Supplier it may restrict or impede upon the Supplier 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 the Supplier 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. The Supplier notifies the Customer and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Customer and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Supplier 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. The Supplier'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 the Supplier 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

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

9. The Supplier 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 the Supplier'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, and/or overseas recipients and recipients who do not have an Australian link in countries including #[insert].
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 the Supplier's dealing with the Customer's and/or Guarantor(s)' Information.
11. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier'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 the Supplier 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 the Supplier within fourteen (14) days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier 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 the Supplier after receipt of this statement.

DEED OF GUARANTEE & INDEMNITY

To Boland Petroleum Pty Ltd ACN 646 328 734 and its related bodies corporate **(Supplier)**

Name of Guarantor		Address	
Name of Guarantor		Address	

(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 New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.
2. The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

Consideration

3. In consideration of the Supplier 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 the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier 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 the Supplier arising out of a relationship of trustee and beneficiary.

Guarantee and indemnity

4. The Guarantors agree to guarantee and indemnify the Supplier against all losses damages or expenses that the Supplier may suffer as a result, either directly or indirectly, of any failure by the Customer to make due payment of any money owing to the Supplier whether for goods sold, services provided or otherwise or to observe the terms of any agreement between the Customer and the Supplier, 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 the Supplier 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 the Supplier.
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 the Supplier to the credit of any account of the Customer or the Guarantors, or deemed to be held on trust by the Customer for the Supplier, 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 the Supplier will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
7. The Supplier will have the right to enforce this guarantee and indemnity, irrespective of whether the Supplier 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, the Supplier 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 the Supplier 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 the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
 - (a) any other security taken by the Supplier 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 the Supplier 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 the Supplier has been paid in full.

Insolvency of Customer

12. No sum of money which the Customer pays to the Supplier and the Supplier 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. The Supplier is at liberty from time to time to charge the account of the Customer with all costs, charges, and expenses, legal or otherwise that the Supplier 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 the Supplier;
 - (d) the preparation, completion and stamping of this deed; or
 - (e) the exercise or attempted exercise of any right, power or remedy conferred on the Supplier 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 the Supplier'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 the Supplier from time to time, the Guarantors irrevocably appoint as their duly constituted attorney the Supplier'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 the Supplier 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 the Supplier to give time or any other indulgence or consideration to the Customer in respect of compliance with its obligations to the Supplier, 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 the Supplier 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 the Supplier 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 all monies which are now or in the future become owing by the Guarantors to the Supplier, including all amounts referred to in clauses 3 and 4.
20. The Guarantors charge in favour of the Supplier 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 all monies which are now or in the future become owing by the Guarantors to the Supplier, including 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 the Supplier 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. The Supplier 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 the Supplier 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 the Supplier 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.

Executed as a deed on (date)

Signed, sealed, and delivered by the Guarantor	Signature	
	Name (print)	
	Position	
	Witness signature	
	Witness name (print)	

Signed, sealed, and delivered by the Guarantor	Signature	
	Name (print)	
	Position	
	Witness signature	
	Witness name (print)	