

## APPLICATION FOR COMMERCIAL CREDIT

The Customer described in this document (**Customer, you**) applies to Woodham Petroleum Pty Ltd (ACN 654 386 035) (**Supplier, we, us**) to supply Goods and Services on credit on the terms set out in this document.

Please ensure you have completed all parts of this document before you submit your application. **A failure to complete any part of this document, or to sign this document, may result in delays in processing your application or its rejection.**

### Customer Details

<b>Operating Structure:</b>	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Co.	<input type="checkbox"/> Public Co.	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
<b>Name of Entity / Trustee:</b>						
<b>Trading Name (if any):</b>						
<b>Trust Name (if a trust):</b>						
<b>ACN (if applicable):</b>		<b>ABN:</b>				
<b>Business Address:</b>						
<b>Postal Address:</b>						
<b>Business Telephone:</b>						
<b>Business Email Address:</b>						
<b>Date Business Commenced:</b>		<b>Nature of Business*:</b>				
<b>Purchasing Contact:</b>		<b>Telephone No.:</b>				
<b>Email Address:</b>						
<b>Accounts Payable Contact:</b>		<b>Telephone No.:</b>				
<b>Email Address:</b>						

### Credit Details

<b>Estimated Monthly Spend:</b>	\$	<b>Credit Limit Requested:</b>	\$
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### Details of Sole Trader / Directors / Partners

<b>Full Name:</b>		<b>Date of Birth:</b>	
<b>Mobile No.:</b>		<b>Driver's Licence No.:</b>	
<b>Email Address:</b>		<b>Vehicle Registration No:</b>	
<b>Residential Address:</b>			

*Please attach a list if there are additional partners or directors. Please provide a copy of the driver's licence (front and back) for each of the above-named persons.*

### Personal Reference

<b>Personal Reference Name:</b>		<b>Contact Number:</b>	
<b>Personal Reference Employer:</b>		<b>Email Address:</b>	

\*Examples include: Agriculture, Aviation, Cartage-only, Civil / Earthmoving, Government, Lubricant-only, Reseller, Transport, Mining, Forestry, Fishing, Rail, Farming, or Other

Trade References			
Business Name:		Telephone No.:	
Contact Person:		Tel / Mobile No.:	
Email Address:			
Products/Services :		Avg mthly spend (\$):	

Business Name:		Telephone No.:	
Contact Person:		Tel / Mobile No.:	
Email Address:			
Products/Services :		Avg mthly spend (\$):	

Business Name:		Telephone No.:	
Contact Person:		Tel / Mobile No.:	
Email Address:			
Products/Services :		Avg mthly spend (\$):	

Bulk Delivery Addresses	
Address 1:	
Address 2:	
Address 3:	
Address 4:	

Declaration and Execution	
<p>Each signatory to this document warrants that they, on behalf of the Customer:</p> <ul style="list-style-type: none"> <li>• need only sign this document if they are seeking to trade on credit terms;</li> <li>• have read, understand, and agree to the <b>Privacy Statement</b>;</li> <li>• have read, understand, and agree to the <b>Credit Facility Terms</b>;</li> <li>• have read, understand, and agree to the <b>Terms of Trade</b>, which may be found at <a href="https://www.woodhampetroleum.com.au/">https://www.woodhampetroleum.com.au/</a> or upon request by email to <a href="mailto:accounts@woodhampetroleum.com.au">accounts@woodhampetroleum.com.au</a>;</li> <li>• acknowledge and agree that this document is an agreement incorporating each of the above documents (<b>Credit Application</b>);</li> <li>• understand that if the Customer is a company that the establishment of a credit facility may be conditional upon the Customer's directors each executing the <b>Deed of Guarantee and Indemnity</b>; and</li> <li>• have had the opportunity to obtain independent legal advice prior to signing this Credit Application and (if applicable) the Deed of Guarantee and Indemnity and have either obtained that advice or chosen not to obtain it.</li> </ul> <p>Additionally, each signatory to this document warrants that they, as an individual, have read, understand, and agree to the <b>Privacy Statement</b> as if the references in that document to "you" were a reference to each signatory.</p> <p style="text-align: center;"><b>Declaration of Purpose for Which Credit is Sought</b></p> <p>I/We declare that the credit sought by the Customer from the Supplier is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property.</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p><b>IMPORTANT</b></p> <p>You should <b>only</b> sign this declaration if this credit is wholly or predominantly for business purposes or investment purposes other than investment in residential property.</p> <p>By signing this declaration you may <b>lose</b> your protection under the National Credit Code</p> </div>	
Signature: _____	Signature: _____
Full Name (please print): _____	Full Name (please print): _____
Title / Position: _____	Title / Position: _____
Date: _____	Date: _____

**WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT.  
YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.**

# Privacy Statement

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## 1 Use of Personal Information

- 1.1 We cannot extend credit without acquiring and using personal information.
- 1.2 We may collect and use your personal information for:
  - (a) our primary purposes, which include, but are not limited to, providing goods and services to you, obtaining your credit report, contacting your trade references, assessing your application for commercial credit, reviewing your credit terms, assessing your credit worthiness, assessing credit guarantees (current and prospective), reporting upon overdue payments, and collecting overdue payments due to us, and matters reasonably necessary in complying with your requests (together, **Primary Purposes**); and
  - (b) purposes other than our Primary Purposes.
- 1.3 If you sign and send to us:
  - (a) the Credit Application as a Customer; or
  - (b) the Deed of Guarantee and Indemnity as a Guarantor; then:
    - (c) you will be providing personal information to us; and
    - (d) you are accepting the terms of this Privacy Statement.

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## 2 Application of Privacy Statement

This Privacy Statement encompasses consents, notifications, and disclosures under, or in relation to, the *Privacy Act 1988* (Cth) (**Privacy Act**).

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## 3 Information requests

- 3.1 'Information Request' has the same meaning given to this term by section 6R of the Privacy Act and includes information:
  - (a) sought by us;
  - (b) about you;
  - (c) from a credit reporting body; and
  - (d) in connection with:
    - (i) an application for commercial credit;
    - (ii) a credit guarantee purpose; or
    - (iii) a securitisation related purpose.

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## 4 Notifiable matters

- 4.1 Subject to clause 5, our obligation under section 21C(1) of the Privacy Act to notify you of certain matters does not require us to obtain your consent where we disclose information to a credit reporting body.
- 4.2 You acknowledge and agree that where we have made a disclosure to a credit reporting body and that disclosure comprises an Information Request:
  - (a) your consent is not required for us to make the disclosure;
  - (b) a record of the disclosure may be used by a credit reporting body or a credit provider for the purposes of assessing your credit worthiness (including calculating a credit score or credit rating); and
  - (c) disclosures made by us (or other credit providers) can affect your credit scores or credit ratings calculated by credit reporting bodies.
- 4.3 Credit reporting bodies may include information disclosed by us (or the actual number or frequency of Information Requests made by us) in reports provided to us or other credit providers to assist them to assess your credit worthiness.
- 4.4 Where you fail to meet your payment obligations we may be entitled to disclose this information to a credit reporting body.
- 4.5 You may at any time:
  - (a) request access to personal information or credit information that we hold about you;
  - (b) request that we correct or amend personal information or credit information that we hold about you; and
  - (c) make a complaint to us in accordance with our privacy policy and credit reporting policy which are available at any time upon request or can be found at the following link: <https://www.woodhampetroleum.com.au/>
- 4.6 You may also, at any time, request that a credit reporting body does not use your credit reporting information:
  - (a) for pre-screening of direct marketing by a credit provider; or
  - (b) for any purpose where you believe on reasonable grounds that you are or will likely become a victim of fraud with respect to the credit information.

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## 5 Specific consents

- 5.1 You consent to us, to the extent permitted by law, collecting, using, and disclosing your personal information for our Primary Purposes.
- 5.2 You also consent to us undertaking the below enquiries and disclosures pursuant to the following sections and items of the Privacy Act:
  - (a) obtaining a copy of your credit report from a credit reporting body for a commercial credit related purpose (item 2 of section 20F(1));
  - (b) obtaining a copy of your credit report from a credit reporting body for a credit guarantee purpose (item 3 of section 20F(1));
  - (c) obtaining a copy of your credit report from a credit reporting body for a trade insurance purpose (item 8 of section 20F(1));
  - (d) disclosing credit eligibility information about you to other credit providers (section 21J(1) or 21K(1)); and
  - (e) disclosing credit eligibility information about you to another entity and/or its professional legal or financial advisers where the recipient proposes to use that information for the purposes described in section 21N(3) of the Privacy Act (section 21N(2)).
- 5.3 You also consent to us collecting, using, and disclosing your personal information (including sensitive information), for purposes other than our Primary Purposes, including, but not limited to, internal management purposes, marketing (including direct marketing), and sales and business development purposes.

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## 6 Disclosure to credit reporting bodies

- 6.1 You consent to us, to the extent permitted by section 21D of the Privacy Act, disclosing your credit information to any or all of the following credit reporting bodies and their successors and assigns.
  - (a) Equifax Australia: GPO Box 94, North Sydney NSW 2059, [www.equifax.com.au](http://www.equifax.com.au), 13 8332.
  - (b) Creditor Watch: GPO Box 276, Sydney NSW 2001, <https://creditorwatch.com.au>, 1300 501 312.
  - (c) NCI: PO Box 3315, Rundle Mall SA 5000, <https://nci.com.au>, 1800 882 820.
  - (d) Illion: PO Box 7405, St Kilda Road, Melbourne VIC 3004, <https://www.illion.com.au>, 13 23 33.
  - (e) Experian: GPO Box 1969, North Sydney NSW 2060, <https://www.experian.com.au>, (02) 8907 7200.
- 6.2 Our credit reporting policy contains a statement of notifiable matters in accordance with section 21C of the Privacy Act and items 4.1 and 4.2 of the *Privacy (Credit Reporting Code) 2025* (Cth) (**Credit Reporting Code**).

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## 7 Disclosure to third parties

- 7.1 You consent to us disclosing your personal information (including your credit information) to our subsidiaries, employees, agents, and related bodies corporate, past, present, the credit reporting bodies noted above, any trade credit bureau of which we are a member, your trade references, our insurance providers, and the related bodies corporate of the preceding entities.

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## 8 Our privacy policy and credit reporting policy

- 8.1 A copy of our privacy policy and credit reporting policy can be obtained from our website (<https://www.woodhampetroleum.com.au/>) or by making a request in writing directed to our privacy officer.
- 8.2 Our privacy policy and credit reporting policy contain information about how to access and seek correction of your personal information and credit-related personal information, or how to complain about a breach of the Privacy Act, the Credit Reporting Code, or the Australian Privacy Principles, and how we will deal with any such complaint.

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## 9 Credit default reporting

- 9.1 You acknowledge and agree that (without limiting our rights or obligations at law):
  - (a) we may be required by our insurers to report credit defaults or declare any overdue invoices and accounts that remain owing to us; and
  - (b) we will endeavour to provide you reasonable notice before submitting any declaration or report credit defaults by you. This is aimed at providing you with the opportunity to address any outstanding payments or otherwise discuss challenges you may be facing.

# Credit Facility Terms (“Credit Terms”)

## 1 The effect of the Credit Application

- 1.1 We may extend you credit if:
- (a) we receive a completed Credit Application from you on terms which are satisfactory to us; and
  - (b) we consider, in our sole discretion, that your application ought to be approved.
- 1.2 You acknowledge that any credit we may approve under clause 1.1 will be subject to these Credit Terms which (together with the Privacy Statement and the Terms of Trade (incorporated under clause 2)) are incorporated into the Credit Application.
- 1.3 If you wish to negotiate the terms of the credit facility or otherwise any terms incorporated in the Credit Application, you should respond to us marking up the terms you seek and drawing those changes to our attention and obtain our agreement in writing.

## 2 Incorporation of our Terms of Trade

- 2.1 By applying for a credit facility with us, you:
- (a) warrant that you have read and understand our Terms of Trade, which may be found at <https://www.woodhampetroleum.com.au> and are available upon request at any time by email to [accounts@woodhampetroleum.com.au](mailto:accounts@woodhampetroleum.com.au);
  - (b) acknowledge that our Terms of Trade are incorporated into these Credit Terms and continue to apply to trade on your credit facility; and
  - (c) agree to be bound by our Terms of Trade.

## 3 Fuel Cards/Tags

- 3.1 If we approve your application, we will, at our sole discretion, issue you any Fuel Cards/Tags you have applied for.
- 3.2 From time to time, we may issue additional Fuel Cards/Tags at your request.
- 3.3 You acknowledge and agree that a Fuel Card/Tag is a charge card and not a credit card and all amounts charged using a Fuel Card/Tag will be charged to your Credit Facility.
- 3.4 Each Fuel Card/tag remains our property and must not be altered or defaced.
- 3.5 A Fuel Card/Tag:
- (a) may only be used by the Cardholder and, where there is a Nominated Vehicle, may only be used in respect of that Nominated Vehicle;
  - (b) may only be used to purchase Goods and Services from us at our wholly owned and operated retail service stations or affiliated partners (as advised from time to time), subject to any limitations or markings specified on the Fuel Card/Tags (e.g. listed vehicle registrations only);
  - (c) may not be used outside the validity period stated on it (if applicable);
  - (d) is not transferrable; and
  - (e) may not be used if we have temporarily suspended your Credit Account or closed your Credit Facility.
- 3.6 You must not allow a Fuel Card/Tag to be used for an unlawful purpose or by anyone other than an authorised Cardholder.
- 3.7 If:
- (a) we cancel a Fuel Card/Tag;
  - (b) you determine you no longer need a Fuel Card/Tag; or
  - (c) a Cardholder leaves your employment or ceases to be authorised to use a Fuel Card/Tag,
- then you must immediately cut the Fuel Card in half and, if we direct you to do so, promptly return the Fuel Card/Tag to us.
- 3.8 If your Credit Account is closed, then you must immediately cut in half all Fuel Cards linked to your Credit Account and, if we direct you to do so, promptly return the Fuel Card/Tag to us.

## 4 Payment terms

- 4.1 Charges on your approved credit facility must be paid:
- (a) seven (7) days from the invoice date (or such other terms as nominated by us in writing at the time we establish your credit facility); and
  - (b) without deduction or setoff.

## 5 Unauthorised use of your credit facility

- 5.1 You are solely responsible for ensuring there is no unauthorised use of your credit account. You must keep details of your credit facility with us confidential, including your account number, and treat it like a banking PIN or password.
- 5.2 If you become aware that your credit facility is, or may be, the subject of unauthorised use, you must:
- (a) notify us in writing as soon as possible via email to [accounts@woodhampetroleum.com.au](mailto:accounts@woodhampetroleum.com.au); and

- (b) provide us with any information you have regarding the misuse or potential unauthorised use of your credit account.
- 5.3 You will be liable for charges that you have not authorised to your credit account unless:
- (a) we had actual knowledge that they were unauthorised; or
  - (b) you have notified us in accordance with clause 5.2.

## 6 Credit remains at our discretion

- 6.1 Your account will be ascribed a credit limit, which you must not exceed.
- 6.2 At our sole discretion we may:
- (a) extend, or refuse, credit to you for any reason;
  - (b) provide you with credit in excess of your credit limit; and
  - (c) cease to provide further credit even if your credit limit has not been, or will not be, exceeded.
- 6.3 We may close your credit facility if you do not use it for six (6) months.

## 7 Variations

- 7.1 We may increase or decrease your account credit limit without written notice to you effective immediately.
- 7.2 If:
- (a) we decrease your credit limit pursuant to clause 7.1; and
  - (b) your credit facility would fall into default as a consequence by reason of that notice,
- then we will not treat this as an event of default.
- 7.3 From time to time, we may otherwise amend our Credit Facility Terms with you, in which case:
- (a) we will give you at least fourteen (14) days' written notice of the change; and
  - (b) your credit facility will be subject to those amended terms in respect of any further supplies made after the fourteen (14) day period has expired unless you have issued a written notice to us objecting to the varied terms within the fourteen (14) day period.

## 8 Default

- 8.1 Your credit facility will be in default if any of the below events occur.
- (a) You fail to pay any sums to us when they fall due.
  - (b) Your account balance exceeds the amount we have identified as your credit limit and clause 7.2 does not apply.
  - (c) Any corporate entity that is a Customer or Guarantor is the subject of the appointment of administrators, liquidators, receivers, provisional liquidators or enters into an arrangement or compromise with creditors.
  - (d) Any individual person that is a Customer or Guarantor commits an act of bankruptcy.
  - (e) You have given us information in support of your credit account which is false or misleading.
  - (f) You breach an obligation under our Terms of Trade.
- 8.2 If your credit facility is in default, then:
- (a) we may temporarily suspend your credit account;
  - (b) we may give you a notice requiring that all charges on your credit facility may, at our election, fall immediately due and payable, notwithstanding clause 4; and
  - (c) we may close your credit facility.

## 9 Direct debit arrangement

- 9.1 You acknowledge and agree that:
- (a) as a condition of granting you a Credit Facility, we may require you to execute a direct debit authority; and
  - (b) we may from time to time debit the bank account or credit card nominated in any direct debit authority you have executed with all amounts you owe on or after the due date for payment of our invoice or statement (or if the due date does not fall on a business day, then on the following business day).
- 9.2 If your nominated bank account has more than one authorised signatory, then all authorised signatories must sign the direct debit authority.
- 9.3 If funds are not immediately available for payment in accordance with clause 9.1, we reserve the right to charge you an unpaid direct debit fee (in addition to any other amounts you owe).
- 9.4 You may:
- (a) terminate the direct debit arrangement at any time by giving us fourteen (7) days' prior notice in writing;
  - (b) stop payment of a particular debit by giving us fourteen (7) days' prior notice in writing; and
  - (c) request that changes be made to the frequency of debits by contacting us and advising us of the requested change no less than seven (7) business days prior to the due date for payment detailed on our statement.
- 9.5 If you consider a debit has been made in error, you must notify us in writing as soon as practicable after you become aware there has been a suspected error.

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## 10 Charge over your real and personal property

- 10.1 As security for the sums you owe, or may owe, us, you charge in our favour all of your estate and interest in:
- (a) any real property (i.e. any house or land); and
  - (b) personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items),
- whether:
- (c) such property is held in your own right or in your capacity as trustee;
  - (d) you own the property at present or later acquire it; and
  - (e) wherever it is situated.
- 10.2 You irrevocably appoint our company secretary from time to time as your duly constituted attorney to execute in your name a real property mortgage, general or specific security agreement, bill of sale, or consent to any caveat upon written notice and demand to you.
- 10.3 If you have previously entered into an agreement with us by which you have granted a charge, mortgage, or other security interest in respect of your property then those security interests will continue and will co-exist with the security interests created in these Credit Terms and will secure all of your indebtedness and obligations hereunder. We may, at our election and upon the provision of written notice, vary the terms of such previous charges, mortgages, or other securities to reflect these Credit Terms.
- 10.4 You acknowledge that:
- (a) you have read and understood this clause 10; and
  - (b) this clause 10 is necessary to protect our legitimate interests including having regard to:
    - (i) the risk that retention of title and personal guarantees (if applicable in the Credit Application) may not in substance, provide adequate protection to us;
    - (ii) the terms of any credit we may approve under clause 1.1 are given on the basis that this clause 10 would apply, and if that were not the case, we would not have given the same credit terms; and
    - (iii) the risk of your insolvency given the nature of the industry in which you and we operate.

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## 11 Waiver

A waiver of any provision of these Credit Terms will only be effective if made by the affected party in writing.

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## 12 Entire agreement

- 12.1 You warrant that if you have entered into these Credit Terms in reliance upon any oral understanding or representation that you have written such matters on the Credit Application and brought them to our attention in accordance with clause 1.3.
- 12.2 Otherwise, these Credit Terms (together with all terms incorporated in the Credit Application):
- (a) constitutes the entire agreement and understanding between the Parties in relation to its subject matter;
  - (b) excludes all implied terms; and
  - (c) supersedes all previous negotiations, understandings, representations, and warranties.
- 12.3 Notwithstanding clauses 10.1 and 10.2, where you have previously entered into a credit agreement with us (**Original Agreement**), these Credit Terms will constitute a variation of the Original Agreement whereby the terms the Original Agreement are deleted and replaced with these Credit Terms, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by these Credit Terms, in which case they will co-exist with these Credit Terms and, to the extent of any inconsistency, these Credit Terms will prevail.

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## 13 Definitions

In these Credit Facility Terms, unless the context otherwise requires, the following definitions apply.

- 13.1 **Cardholder** means you and any person authorised by you from time to time to use a Fuel Card/Tag.
- 13.2 **Credit Facility** means a credit facility granted by us to you to acquire Goods or Services from us on commercial credit.
- 13.3 **Credit Account** means the credit account opened by us in your name to operate the Credit Facility.
- 13.4 **Fuel Card/Tag** means each fuel card/tag, each additional card/tag, and each replacement card/tag issued by us from time to time in relation to your Credit Account (a Fuel Card/Tag may or may not bear the name of the Cardholder and may be with or without a signature panel).
- 13.5 **Goods** and **Services** have the meaning given to these terms in our Terms of Trade.
- 13.6 **Nominated Vehicle** means, in relation to a Fuel Card/Tag, the vehicle (if any) specified on that Fuel Card/Tag.

# Deed of Guarantee and Indemnity

To: Woodham Petroleum Pty Ltd (ACN 654 386 035) (Supplier)

## 1 Consideration

The Guarantors warrant and agree that they have read and agree to the Credit Terms and the Terms of Trade:

- (a) incorporated in the Credit Application; and
- (b) credit sought by the Customer from the Supplier:
  - (i) was the subject of their request; and
  - (ii) would confer a direct or indirect benefit upon them, if granted.

## 2 Guarantee

- 2.1 The Guarantors unconditionally guarantee to the Supplier the due and punctual payment by the Customer of all monies and obligations which the Customer owes, or may owe, to the Supplier, either alone, jointly, severally, or jointly and severally with another person, now, or from time to time, including liabilities which the Customer owes actually or as contingent liabilities.
- 2.2 The Guarantors must pay such money immediately upon demand.
- 2.3 The guarantee in clause 2.1 is a continuing guarantee and remains in force until the Customer's obligations have been paid and performed in full and any contingent liability that might exist is otherwise secured.
- 2.4 This deed binds each of the persons executing it even if one or more of the persons named in this deed does not execute, or ceases to be bound by, this deed.

## 3 Guarantors' obligations

- 3.1 The Guarantors' obligations are principal obligations and are not ancillary or collateral to any other right or obligation.
- 3.2 The Supplier is not obligated to proceed against the Customer or exhaust its remedies against the Customer before proceeding under this deed.
- 3.3 The Guarantors' obligations are absolute, unconditional, and irrevocable, and are not affected by any act or omission which might otherwise affect it at law or in equity, including:
  - (a) any indulgence of time, waiver, or other concession granted to the Customer or any Guarantor;
  - (b) the release of any Guarantor;
  - (c) any incapacity of any Guarantor;
  - (d) any insolvency or similar proceedings;
  - (e) any person named in this deed as Guarantor failing to execute this deed;
  - (f) 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 their obligations under this deed;
  - (g) any security now or in the future held or contemplated to be held by the Supplier not being held by the Supplier; or
  - (h) any act or omission of the Supplier that has had the effect that the liability under this deed has increased.

## 4 Indemnity

As a separate obligation, the Guarantors indemnify the Supplier from and against all damage, loss, and costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that the Supplier may suffer or incur as a result of any liability the Supplier has to a liquidator or trustee appointed for any voidable or antecedent transactions for any payment received by the Supplier in respect of the Customer such that if such monies are to be repaid then that sum is to be treated as though it was never paid by the Customer.

## 5 Limitations on Guarantors' rights

- 5.1 Until the entirety of all obligations of the Customer have been paid or satisfied in full, the Guarantors must not (except with the Supplier's prior written consent), directly or indirectly:
  - (a) take any steps to recover or enforce any right or claim against the Customer relating to any sum paid by any Guarantor under this deed;
  - (b) claim any contribution from, or exercise any right of subrogation against, the Customer or any other Guarantor; or
  - (c) claim or receive the benefit of any distribution, dividend, or payment arising out of, or relating to, the insolvency of the Customer or any other person liable jointly or severally with the Customer.
- 5.2 If the Guarantors receive any benefit, payment, or distribution, they undertake to hold that benefit, payment, or distribution for the benefit of the Supplier and to promptly pay or transfer the same to the Supplier.

## 6 Charge over real and personal property

- 6.1 As security for the sums the Guarantors owe the Supplier, the Guarantors charge in the Supplier's favour all their estate and interest in:
  - (a) any real property (i.e. any house or land); and
  - (b) personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items),whether:
  - (c) such property is held in the Guarantors' own right or in their capacity as trustee;
  - (d) such property is owned solely or jointly with another person;
  - (e) the Guarantors own the property at present or later acquire it; and
  - (f) wherever it is situated.
- 6.2 The Guarantors irrevocably appoint the Supplier's company secretary from time to time as their duly constituted attorney to execute in the name of the Guarantors a real property mortgage, general or specific security agreement, bill of sale, or consent to any caveat upon written notice and demand to the Guarantors.
- 6.3 If the Guarantors have previously entered into an agreement with the Supplier conferring a security interest, then those security interests will continue and will co-exist with the security interests created in this deed and will secure all of the Guarantors' indebtedness and obligations hereunder.
- 6.4 The Guarantors acknowledge that:
  - (a) they have read and understood this clause 6; and
  - (b) this clause 6 is necessary to protect the Supplier's legitimate interests including having regard to:
    - (i) the risk that retention of title and other security provided by the Customer or other parties may not in substance, provide adequate protection to the Supplier;
    - (ii) the terms of any credit the Supplier may approve under the Credit Application are given on the basis that this clause 6 would apply, and if that were not the case, the Supplier would not have given the same credit terms; and
    - (iii) the risk of insolvency given the nature of the industry in which the Customer and the Supplier operate.

## 7 Security interest

- 7.1 The Guarantors:
  - (a) waive their right to receive a copy of any verification statement in accordance with section 157 of the *Personal Property Securities Act 2009* (Cth) (PPS Act); and
  - (b) agree that, to the extent permitted by the PPS Act:
    - (i) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPS Act do not apply and are hereby contracted out of; and
    - (ii) waive their right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPS Act.
- 7.2 The Supplier needs not disclose information of the kind detailed in section 275(1) of the PPS Act, unless required by law.
- 7.3 Where the Supplier has rights in addition to those under Part 4 of the PPS Act, those rights continue to apply.

## 8 Severance

If any provision of this deed is illegal, invalid, or unenforceable, it must be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from this deed and the remaining provisions will not be affected, prejudiced, or impaired by such severance.

## 9 Governing law and jurisdiction

This deed is governed by and must be construed according to the law applying in the State of New South Wales.

## 10 Release of Guarantor

Notwithstanding any agreement or understanding to the contrary, the Guarantors are only released from their obligations under this deed when the Supplier has given its written consent and such consent is evidenced in a properly executed instrument such as a deed of release, or formal letter signed by the Supplier.

## Declaration and Execution

Each signatory to this Deed of Guarantee and Indemnity warrants and agrees that they:

- need not sign the Deed of Guarantee and Indemnity if they are not seeking credit on behalf of the Customer;
- agree to the terms of the **Privacy Statement**, contained within this document, as if the references to "you" were a reference to each Guarantor;
- have read and understand the **Credit Facility Terms**, which are contained in the Credit Application;
- have read and understand the **Terms of Trade**, which may be found at <https://www.woodhampetroleum.com.au> or upon request by email to [accounts@woodhampetroleum.com.au](mailto:accounts@woodhampetroleum.com.au); and
- have had the opportunity to obtain independent legal advice prior to signing this Deed of Guarantee and Indemnity and have either obtained that advice or chosen not to obtain it.

Signed Sealed, and Delivered as a Deed Poll by:

Signature: _____	Signature: _____
Full Name (please print): _____	Full Name (please print): _____
Witness Signature: _____	Witness Signature: _____
Witness Full Name (please print): _____	Witness Full Name (please print): _____
Date: _____	Date: _____

**WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT.  
YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.**



# Direct Debit Request

**Request and Authority to debit the account named below to pay  
Woodham Petroleum Pty Ltd  
ABN: 45 654 386 035**

## Direct Debit Request and Authorisation

Last Name or Company Name

First Name or ABN

'you'

Request and authorise **Woodham Petroleum Pty Ltd (DE User ID 628463)** to arrange, through its own financial institution, a debit to your nominated account any amount **Woodham Petroleum Pty Ltd** has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

## Nominated Account Details

Name of Financial Institution

Address of Financial Institution

Name of Account to be debited

BSB

Account Number

## Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Woodham Petroleum Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

## Account Signatures

Signature

Signature

Name of signatory

Name of signatory

Date

Date

# Direct Debit Service Agreement

The following is your Direct Debit Service Agreement with **Woodham Petroleum Pty Ltd ABN 45 654 386 035**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

## 1. Definitions

- **account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
- **agreement** means this Direct Debit Request Service Agreement between you and us.
- **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **debit day** means the day that payment by you to us is due.
- **debit payment** means a particular transaction where a debit is made.
- **direct debit request** means the Direct Debit Request between us and you.
- **us** or **we** means Woodham Petroleum Pty Ltd (the Debit User) you have authorised by signing a *direct debit request*.
- **you** means the customer who signed the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by you on the DDR at which the *account* is maintained.

## 2. Debiting your account

By signing a *Direct Debit Request*, you have authorised us to arrange for funds to be debited from *your account*. You should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*

If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*.

If you are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

## 3. Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request*

at any time by giving you at least seven (7) days' written notice.

## 4. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least seven (7) days' notification by writing to:

**accounts@woodhampetroleum.com.au** or by telephoning us on **1300 265 835** during business hours or arranging it through your own financial institution.

## 5. Your obligations

Is your responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the ***Direct Debit Request***.

If there are insufficient clear funds in *your account* to meet a *debit payment*:

- (a) you may be charged a fee and/or interest by *your financial institution*;
- (b) you may also incur fees or charges imposed or incurred by us; and
- (c) you must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct

## 6. Dispute

If you believe that there has been an error in debiting *your account*, you should notify us directly on **1300 265 835** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.

If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your query* by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify you in writing of the amount by which *your account* has been adjusted.

If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your query* by providing you with reasons and any evidence for this finding in writing.

## 7. Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account* details which you have provided to us are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *Direct Debit Request* if you have any queries about how to complete the *Direct Debit Request*.

## 8. Confidentiality

We will keep any information (including *your account* details) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

## 9. Notice

If you wish to notify us in writing about anything relating to this *agreement*, you should write to:

[accounts@woodhampetroleum.com.au](mailto:accounts@woodhampetroleum.com.au)

We will notify you by sending a notice in the ordinary post to the address you have given us in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.