

# APPLICATION FORM



## BUSINESS ACCOUNT DETAILS

Full Name of Company/Business	
Trading Name	
ABN	ACN (if applicable)
Trading Address	Post Code
Postal Address	Post Code
Phone Number	Fax Number
Email Address	
Your Name	Position in Company

## BUSINESS TRADE REFERENCES

Name of Reference	
Contact Person	Phone
Name of Reference	
Contact Person	Phone

## FINANCIAL DETAILS

Monthly credit applying for <i>estimate your monthly fuel and vehicle expenditure</i> \$	
Name of external accountant authorised to provide financial details	
Contact Person	Phone

I authorise Integrated Fleet Solutions Pty Ltd to contact my bank, trade references and accountant to verify and obtain details pertaining to this application. I confirm that I have read, understand and accept the IFS Terms and Conditions and Privacy Act Declaration provide by IFS on their web site (as amended from time to time)

Name	Date
Signature	



# DIRECT DEBIT REQUEST & AUTHORITY



I/We	
Address	Post Code
Date	

Authorise and request the Debit User detailed above, to debit my/our account via the Bulk Electronic Clearing System from time to time in accordance with the instruction detailed in the Schedule below and or on the terms set out on the DDR Service Agreement.

Institution Name	Post Code	
Address		
City	State	Post Code

## DETAILS OF ACCOUNT TO BE DEBITED

Account held in the name of	
BSB	Account Number

NOTE: Direct debiting may not be available on this account. If in doubt, please refer to your Financial Institution.

## ACKNOWLEDGEMENT

By Signing this Direct Debit Request, you acknowledge that you have read and understand the terms and conditions governing the debit arrangements between you and Integrated Fleet Solutions Pty Ltd, as set out in this Request, and will read the Client Service Agreement below and are deemed to understand it, unless you advise to the contrary.

## PAYMENT DETAILS

**Debits will be made on the fourteenth (14th) and twenty-eighth (28th) day of each month.**

Signature	Date
Signature	Date

Note : if this is a joint account or business account, more than one signature may be required

If signing for a company, sign and print full name and capacity for signing eg. Director

Full Name	Position in Company
Address	Post Code

# DIRECT DEBIT

## Client Service Agreement



## Our Commitment to you, Drawing arrangements

We will provide you with 14 days notice if we wish to change any of the details on which the basis of your DDR Authority is processed (For example – if we change the day of processing or the date on which the amount of your DDR is calculated).

We will advise you, in writing, in our Integrated Fleet Solutions Pty Ltd Monthly Statement of charges the “Amount Now Due” to be drawn from your nominated account on the fourteenth (14th) and twenty-eighth (28th) day of the following month.

You will receive at least seven (7) days notice prior to the first drawing. Note that if either of these days is a weekend or public holiday - your debit will occur on the last business day before the applicable date. We will not change the frequency of drawings arrangements without your prior approval. We reserve the right to cancel the Integrated Fleet Solutions Pty Ltd Direct Debit drawing arrangements if three (3) or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method. We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential unless required to do otherwise by law.

## Your Rights

You may terminate the Integrated Fleet Solutions Pty Ltd Direct Debit drawing arrangements at any time by giving written notice to us. Such notice should be received by us at least fourteenth (14) business days prior to the due date. You may stop payment of a drawing under the Integrated Fleet Solutions Pty Ltd Direct Debit by giving written notice to us. Such notice should be received by us at least 30 business days prior to the due date or you may contact your financial institution direct. You may request change to or deferment of the drawing amount and/or frequency of Integrated Fleet Solutions Pty Ltd Direct Debit drawings by contacting us and advising your requirements no less than fourteenth (14) business days prior to the due date. Where you consider that a drawing has been initiated incorrectly (outside the Integrated Fleet Solutions Pty Ltd Direct Debit arrangements) you should take the matter up directly with us.

## DDR Dispute Resolution

If you wish to dispute any DDR transaction that we have processed you should contact us on the following contact points:

Integrated Fleet Solutions Pty Ltd  
P O Box 554, Cannon Hill Qld 4170  
Phone : 1300 152 545

Alternatively you may dispute a DDR transaction by contacting your Financial Institution

If we fail to resolve any dispute you raise with us and you wish to make a formal claim you should contact the financial institution that holds your account and lodge with them a DDR Customer Claim form. If you lodge a DDR Customer Claim form with your financial institution they will investigate whether the transaction was authorised by you.

If the transaction date was no earlier than 12 months from the date of your claim you should receive a response within 7 days from the date of your claim. If the transaction date was made earlier than 12 months from the date of your claim you should receive a response within 30 days from the date of your claim.

## Your Commitment to us, Your Responsibilities

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based. It is your responsibility to advise us if the account nominated by you to receive the Integrated Fleet Solutions Pty Ltd Direct Debit drawings is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if the Integrated Fleet Solutions Pty Ltd Direct Debit drawing arrangements are cancelled either by yourselves or the nominated Financial Institution.

# ACCEPTANCE

## of Terms and Conditions & Privacy Act Declaration



I/We agree that on the making of this application,

I/we agree to be bound by the Terms and Conditions of use of the Fuel Max Fuelcard attached hereto (for additional copies of the Terms and Conditions contact IFS.

I/We have read and understood the Terms and Conditions of use of the Fuel Max Fuelcard attached hereto and agree that, subject to IFS's acceptance of this application, those conditions will apply. IFS reserves the right to accept or reject the application in its absolute discretion.

I/We declare that the information provided on, or pursuant to, this application, is true and correct in every particular and it is upon this basis that IFS is to determine whether or not to grant this application.

I/We being the person(s) named as the Customer or where the Customer is a corporation, being the directors of the Customer as specified in this application authorise IFS to make any enquiries (including obtaining a credit report) concerning my/our credit worthiness or as to the accuracy of the information provided in this application and consent to any credit report concerning me/us being made available to IFS for the purpose of assessing this application for an Account and/or my/our acceptability as a guarantor and authorise IFS to exchange or disclose any information concerning my/our credit worthiness or this application from or to any person or source and acknowledge that all or some of the information may be disclosed to a credit reporting agency within the meaning of the Privacy Act 1988 as amended.

I/We further authorise IFS to make any additional periodic checks that it sees fit to continue its assessment.

### Declaration

I/We declare that the Account to be provided to me by Integrated Fleet Solutions is to be applied wholly or predominantly for business or investment purposes (or for both purposes). Important you should not sign this declaration unless this Account agreement is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

Name of Reference (please print)

Date

Signature

## Integrated Fleet Solutions is committed to protecting your privacy

The personal information we collect in this form is collected for the primary purpose of assessing your application or your acceptability as a guarantor, the information you provide may be disclosed to a credit reporting agency for credit checks and related entities within the IFS Group for processing your application. We may not be able to process this application without this information. At any time you may gain access upon request to the information we hold about you subject to the Privacy Act 1988 as amended. IFS may release information about you, where there is a duty to the public to disclose that information, where we are required by law or where the interests of IFS require disclosure. However, IFS will not sell or disclose your information to any individual or entity outside the IFS Group or approved business partners without your permission.

# DEED OF GUARANTEE & INDEMNITY



## IMPORTANT NOTICE: This is a personal guarantee and will affect your personal rights.

This Guarantee and Indemnity makes me/us liable for all monies owing by the Applicant to IFS under any agreement between themselves or with other persons. IFS recommend to me/us that I/we seek independent financial and legal advice before signing this Guarantee and Indemnity.

I/we fully understand and accept the terms and conditions of this Guarantee and Indemnity. Subject to IFS accepting the application by the Applicant, at our request, I/We the person/s referred to as the Director/s (and where more than one, jointly and severally) (each a "Guarantor") agree as follows:

- The Guarantors unconditionally and irrevocably guarantee to IFS:
  - Punctual payment of all sums of money, interest and damages now or in the future owing, (actually or contingently), by the Applicant to IFS.
  - Punctual performance and observance of all of the Applicant's obligations to IFS, including obligations arising under the Terms and Conditions, in particular but without limitation, clauses 12, 13, 14 and 19 of the Terms & Conditions; (together the "Guaranteed Obligations").
- The Guarantors irrevocably indemnify IFS against all liability, damage, loss and expense which it incurs now or in the future because the Applicant does not meet its Guaranteed Obligations.
- This document is a continuing guarantee for the whole of the Guaranteed Obligations, and the Guarantors' obligations (as guarantor, indemnifier or otherwise) and IFS's rights will not be affected in whole or in part by anything which might abrogate, prejudice or limit them or the effectiveness of this Guarantee and Indemnity, including without limitation, any of the following:
  - Any release, termination, variation, or assignment of the Guaranteed Obligations;
  - The Terms and Conditions being void, voidable or otherwise unenforceable by IFS in accordance with its terms or IFS being stopped from receiving the performance and observance of the Guaranteed Obligations from the Applicant;
  - The granting of any forbearance, time or other indulgence to or the making of any composition, compromise or arrangement with or the discharge or release of any Guarantor or the Applicant;
  - The failure by any director of the Applicant or any other person intended to be a guarantor to sign or otherwise become bound by this Guarantee and Indemnity;
  - The death, administration or mental illness of any Guarantor;
  - The fact that no demand for the performance or observance of the Guaranteed Obligations has been made on a Guarantor or the Applicant;
  - Any act or omission of IFS which prejudices a Guarantor.
- The Guarantors' obligations under this Guarantee and Indemnity are primary obligations. IFS is not obliged to proceed against or enforce any other security or any other right against the Applicant or demand payment from the Applicant before it is entitled to enforce the Guaranteed Obligations.
- This Guarantee and Indemnity shall not apply in respect of any obligations of the Applicant under any regulated credit contract within the meaning of the Uniform Consumer Credit Code or any Act of any State or Territory of Australia which corresponds thereto. This Guarantee and Indemnity shall be limited in respect of every sale or lease to which Part IV of the Goods Act 1958 (Victoria) or the corresponding provisions of any applicable Act in any State or Territory of Australia apply and in respect of which the Applicant is the buyer or lessee so that the liability of the Guarantors in relation to the performance of those obligations does not include liability in respect of that sale or lease in excess of the amount for which the Applicant is liable by reason of the breach of that sale or lease and the reasonable costs of and incidental to enforcing this Guarantee and Indemnity.
- The Guarantors will indemnify IFS and pay to IFS on demand any and all expenses incurred by IFS in relation to any enforcement of this deed or the Terms and Conditions, or the exercise, preservation or consideration of any rights, powers or remedies under this deed or the Terms and Conditions and including in each case, legal costs and expenses on a full indemnity basis and the costs of any agents or contractors acting on IFS's behalf in respect of any recovery or attempted recovery of an amount due by me/us or the Applicant to IFS.
- A certificate by IFS relating to this Guarantee and Indemnity is, in the absence of manifest error, conclusive evidence against the Guarantors of the matters certified.
- Any demand or notice under this Guarantee and Indemnity may be signed by IFS or on behalf of IFS by an attorney, director, secretary, manager or officer of IFS or IFS's solicitors and without prejudice to any other lawful mode of service, may be served by delivering it to a Guarantor at the address set out in this Guarantee and Indemnity or by posting it to that address or the Guarantor's residence or place of business last known to IFS. If posted, a notice or demand will be deemed to have been served on the day following the date of posting, but the making of a demand shall not be a condition precedent to the Guarantors' liability under this Guarantee and Indemnity.
- If a Guarantor resigns as a director of the Applicant, that Guarantor must deliver to IFS a copy of the relevant notice filed with the Australian Securities and Investments Commission. The Guarantor shall remain a guarantor unless IFS in its absolute discretion elects to release that Guarantor from any future liability under this Guarantee and Indemnity.
- No Guarantor will be entitled to set off any amount due from IFS to the Applicant in diminution of the Guaranteed Obligations.
- Each Guarantor acknowledges that they have been given the opportunity by IFS to seek independent legal and commercial advice prior to executing this Guarantee and Indemnity.
- If payment of any amount owing by me/us to IFS is not made by the due date, I/we agree to pay on demand simple interest on the amount due at a rate of 25% per annum calculated daily by IFS on the principal amount due, payable from the due date.
- This deed shall be governed by and interpreted in accordance with the laws of Queensland. I/We irrevocably submit to the jurisdiction of the Courts of Queensland and waive any objection to such venue and any claim that an action has been brought in an inconvenient forum.
- If GST is imposed on any supply made under or in accordance with this deed, I/we will pay to IFS an amount equal to the GST payable on or for the taxable supply, subject to me/us receiving (if required by law) a valid tax invoice in respect of the supply at or before the time of payment. Payment of this amount must be made at the same time as payment for the taxable supply is required to be made in accordance with this deed.

Signed Sealed Delivered By

Date

Name of Guarantor

Signature of Guarantor

Address of Guarantor

Drivers Licence Number

Date of Birth

## In the presence of

Name of Witness

Signature of Witness

Address of Witness

# TERMS & CONDITIONS



**1 Terms and Conditions Binding.** By applying for or first using the Integrated Fleet Solutions Pty Ltd (IFS) trading as Fuel Max Fuelcards, the Applicant acknowledges acceptance of these Terms and Conditions and ensures their observance by the Applicant and Authorised Users until all the Applicant's Fuel Max Fuel cards expire, are cancelled or otherwise cease to be valid. The Applicant acknowledges that, in the event of such expiry, cancellation or invalidity, it continues to be bound by all obligations and liabilities incurred by it before such expiry, cancellation or invalidity.

**2 Interpretation.** Unless the context requires otherwise, these words have the meaning given: 'Applicant' means the applicant named in the Application form. If more than one person is named, each shall be jointly and severally liable under these Terms and Conditions. 'Authorised User' means persons authorised by the Applicant to use the Applicant's Fuel Max Fuelcards and is deemed to be the agent of the Applicant. 'IFS' means Integrated Fleet Solutions ABN 82-499-303-385 of P.O Box 710, Coorparoo Qld 4151. 'Purchase Limit' means the amount nominated as such by IFS from time to time. 'Motor Fuels' means super, unleaded and premium unleaded petrol, diesel and automotive LPG. 'Nominated Person' means a person nominated by the Applicant for purposes of clause 7. 'Nominated Premises' means premises nominated by IFS from time to time as accepting Fuel Max Fuelcards. 'Nominated Vehicle' means a vehicle nominated by the Applicant for the purposes of clause 6. 'Other Products and Services' means products and services other than Motor Fuels nominated by IFS as available on the Applicant's Fuel Max Fuelcards Nominated Premises. 'Product' means Motor Fuels and Other Products and Services. 'Pump Price' means retail sale price advertised to the public for the relevant Motor Fuels on pumps or display boards at Nominated Premises at the time of the Fuel Max Fuelcard transaction. Singular words include the plural and vice versa. Person includes a company and vice versa.

**3 Fuel Max Fuelcards.** If IFS accepts the Applicant's Application, IFS will make reasonable quantities of Fuel Max Fuelcards available for the Applicant and Authorised Users to obtain Product at Nominated Premises. Reasonable quantities of additional and replacement Fuel Max Fuelcards may be available. Each Fuel Max Fuelcard will be marked with the Applicant's name and / or identifying number.

**4 Applicant's Purchases.** Applicants are deemed to purchase:

- Motor Fuels from IFS; and
- all other Product from the operator of the Nominated Premises.

To the full extent permitted by law, IFS shall in no way be held liable for or in respect of Product which are not deemed to have been purchased from IFS under this clause. IFS can rely and act on any facsimile, e-mail or other on-line communication it receives from the Applicant. If the communication was sent without the authority or consent of the Applicant:

- The Applicant is bound by the contents of the communications so far as it affects IFS; and
- IFS will not be liable for any loss, damages, cost or expense incurred by the Applicant.

**5 Purchase Limit.** The Applicant must ensure that its Purchase Limit is not exceeded. Any excess is immediately payable to IFS. IFS reserves the right to suspend all of the Applicant's Fuel Max Fuelcards, without notice, until such time as any excess is paid and the account is brought to within its Purchase Limit.

**6 Nominated Vehicles.** The Applicant may specify a Nominated Vehicle (vehicle registration number will be embossed on the Fuel Max Fuelcard). The Applicant must only use that Fuel Max Fuelcard in respect of the Nominated Vehicle. The Nominated Vehicle being a vehicle owned by the Applicant's business and/ or used for the Applicant's business or investment purposes (or for both purposes). If requested at the Nominated Premises, the person presenting a vehicle-specific Fuel Max Fuelcard must state the registration number and brief description of the vehicle and sign the Fuel Max Fuelcard docket or sales voucher. Supply of Motor Fuel on Fuel Max Fuelcard must be into the running tank of the Nominated Vehicle/ road vehicle.

**7 Nominated Persons.** The Applicant may specify a Nominated Person (the name will be marked on the Fuel Max Fuelcard and the Fuel Max Fuelcard may have a signature panel on the reverse). The Nominated Person is an Authorised User and the Applicant agrees to pay for Product and Services supplied. Such Fuel Max Fuelcards must only be used by the Nominated Person for Nominated Vehicles as described in clause 6. At the Nominated Premises, the person presenting the person specific Fuel Max Fuelcard may be required to sign the Fuel Max Fuelcard docket or sales voucher.

**8 Unauthorised Use.** Except as expressly provided in these Terms and Conditions, the Applicant is responsible for and IFS is not liable for any unauthorised use whatsoever of any Fuel Max Fuelcard. If IFS considers that a card has been used other than as permitted or contemplated by these Terms and Conditions, IFS may at any time retain that Card, and forthwith cancel all privileges attaching to that Card and/or to the account to which it relates.

**9 Supply of Product.** On presentation of a valid Fuel Max Fuelcard, supplies of Product will be made available to the Applicant and Authorised Users at Nominated Premises, subject to their hours of business and availability of supplies. To the fullest extent permitted by law, IFS shall not be liable in respect of any loss, damage or cost whatsoever, however arising, under or in connection with this contract, and in respect of any liability which can not be so excluded, such liability shall be fully discharged by IFS either (in its sole discretion):-

- supplying the Product;
- resupplying that Product; or
- supplying equivalent product or services

This clause can only be varied by a subsequent written agreement signed by IFS and the Applicant. Without limiting the generality of clause 9, if IFS is prevented from or delayed in delivering any Product or service by an event beyond its reasonable control or by any computer program or computer processor failure, IFS's obligations are suspended for the duration of that event.

**10 Property and Loss.** All Fuel Max Fuelcards remain the property of IFS. The Applicant must immediately notify IFS of any Fuel Max Fuelcard lost, stolen, no longer required or subject to possible unauthorised use, by Card Connect, telephone or facsimile. IFS will take responsibility for unauthorised use once a card has been reported lost, stolen or cancelled.

The Applicant must forthwith return to IFS all Fuel Max Fuelcards no longer used and all expired, cancelled or otherwise invalid Fuel Max Fuelcards.

**11 IFS Contacts and Enquiries.** The following contacts should be used for:

- Notification of lost or stolen Fuel Max Fuelcards or unauthorised use,
- Queries, e.g. relating to transactions,

- Requests for new or replacement Fuel Max Fuelcards,
- Notification of any change in the Applicant's address, proprietorship, directors or legal identity.

## Fuel Max Fuelcards Customer Service Centre

**Phone** 1300 152 545 during business hours

**Post** PO Box 554, Cannon Hill Qld 4170

Notification of any matter is deemed not to have been effective until confirmed or acted upon by IFS.

**Web** www.fuelmaxfuelcards.com.au

**12 Price.** Unless otherwise agreed with IFS and notwithstanding details that may appear on any receipt, Fuel Max Fuelcard docket or sales voucher, IFS will debit the Applicant's Fuel Max Fuelcard account with:

- The value of Motor Fuels obtained on the Applicant's Fuel Max Fuelcard, at the Pump Price (subject to any current agreement with IFS);
- The value of Other Products and Services obtained on the Applicant's Fuel Max Fuelcard, at the retail price charged at the Nominated Premises at the time of the purchase;
- Fees (of an amount specified by IFS); and
- Government taxes/charges.

**13 Payment.** IFS will periodically provide statement of the Applicant's Fuel Max Fuelcard transactions and any fees or charges for the relevant period. The Applicant must pay the stated amount due by the due date. Unless agreed, payment must be by allowing IFS to direct debit the Applicant's nominated bank account. The Applicant must do all things necessary to allow direct debit and must not revoke the authority. Should IFS be unable to activate direct debit, payment must be made immediately and IFS may cancel or suspend the Applicant's Fuel Max Fuelcards. Amounts received by IFS will be applied in the following order: interest, enforcement and legal expenses, government charges or duties, amounts due for Fuel Max Fuelcard transactions. The Applicant shall immediately notify IFS in writing of any change to bank account details.

**14 Payment Default.** If payment of any amount owing by the Applicant to IFS is not made by the due date, the Applicant must pay on demand a late fee of thirty five dollars (\$35.00). The Applicant shall also reimburse and/or indemnify IFS on demand for any and all expenses incurred by IFS in relation to any enforcement of these Terms and Conditions, or the exercise, preservation or consideration of any rights, powers or remedies under these Terms and Conditions and including in each case, legal costs and expenses on a full indemnity basis and the costs of any agents or contractors acting on IFS's behalf in respect of any recovery or attempted recovery of any amount due by the Applicant to IFS.

**15 Third Party.** The Applicant acknowledges that IFS may pay to or receive from any third party, fees or benefits relating to the Applicant's use of Fuel Max Fuelcard or purchases of Product or otherwise.

**16 Cancellation.** IFS may cancel any or all of the Applicant's Fuel Max Fuelcards for any reason at any time without notice. The Applicant must return cancelled Fuel Max Fuelcards to IFS forthwith. On cancellation of all the Applicant's Fuel Max Fuelcards, the debit balance of the Applicant's Fuel Max Fuelcard account becomes immediately due and payable to IFS. Where the Applicant is a member of an Association, IFS may cancel the Applicant's Fuel Max Fuelcard/s should the Applicant's membership with the Association cease.

**17 Financial Information.** At IFS's request from time to time, the Applicant must provide to IFS information in the form and for the period required by IFS in relation to the Applicant's financial position including a balance sheet, profit and loss statement and cash flow statement and, where the Applicant is a corporation, information in relation to the Applicant's officers from whom IFS has or seeks guarantees.

**18 Miscellaneous.**

- IFS may add to or vary these Terms and Conditions (including pricing and payment provisions) from time to time on 7 days written notice to the Applicant.
- A certificate stating the approximate date upon which the Applicant was notified of any variation or amendment to these Terms and Conditions or stating the amount owing to IFS by the Applicant at the date mentioned in a certificate signed by IFS or an authorised officer of IFS shall be, in the absence of manifest error, conclusive evidence against the Applicant of the matter so stated in the certificate.
- No waiver by IFS of the Applicant's or Authorised Users' breach of or failure to comply with these Terms and Conditions is to be construed as a general waiver.
- Time is of the essence for the performance of the Applicant's obligations.
- Rights and benefits of the Applicant and Authorised Users relating to Fuel Max Fuelcard are personal and may not be assigned or transferred in any way. Any purported assignment or transfer is null and void.
- IFS may charge the Applicant any government tax or other charge applied to the Applicant's Fuel Max Fuelcard or its use or the Applicant's Fuel Max Fuelcard account.
- The Applicant must give IFS written notice of any change in the Applicant's proprietorship, directors or legal identity within 7 days of the change.
- These Terms and Conditions are governed by and interpreted in accordance with the laws of Queensland. The Applicant irrevocably submits to the jurisdiction of the Courts of Queensland and waives any objection to such venue and any claim that an action has been brought in an inconvenient forum.
- Notification of any matter is deemed not to have been effective until confirmed or acted upon by IFS.

**19 GST.** If GST is imposed on any supply made under or in accordance with these Terms and Conditions, the Applicant must pay to IFS an amount equal to the GST payable on or for the taxable supply, subject to the Applicant receiving (if required by law) a valid tax invoice in respect of the supply at or before the time of payment. Payment of this amount must be made at the same time as payment for the taxable supply is required to be made in accordance with these Terms and Conditions.

**20 Card Fees and Replacement Cards.** A weekly card fee of \$1.09 (+ GST) per week is applicable to all cards. A card re-issue fee of \$4.50 (+ GST) applies for any requests for replacement cards. IFS may add to or vary these Terms and Conditions from time to time on 7 days written notice to the Applicant.