



[jamestown@huntsfuel.com.au](mailto:jamestown@huntsfuel.com.au)

ABN 34 007 993 446

Mannanarie Road  
PO Box 42  
Jamestown SA 5491

Tel: (08) 8664 1240  
Fax: (08) 8664 1610

A Caltex Reseller

**K.S. & C.A. Hunt & Son Pty Ltd trading as Hunts Fuel**

**ACCOUNT APPLICATION FORM**

TICK ONE: COMPANY  PARTNERSHIP/SOLE TRADER  TRUSTEE COMPANY

COMPANY NAME: \_\_\_\_\_ (IF APPLICABLE)

TRADINGNAME: \_\_\_\_\_

A.C.N./A.B.N. \_\_\_\_\_ STATE REGD: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

ADDRESS FOR CORRESPONDENCE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ A/H CONTACT PH: \_\_\_\_\_

REGISTERED OFFICE: \_\_\_\_\_

CONTACT NAME FOR ACCOUNTS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DIRECTORS/PROPRIETORS - FULL NAMES & PRIVATE ADDRESSES

1. \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

2. \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

3. \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_ ESTABLISHED \_\_\_\_\_ YEARS

DO YOU USE OFFICIAL ORDER FORMS? \_\_\_\_\_ MONTHLY CREDIT REQUIRED: \$

CURRENT TRADE REFERENCES:

1. \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

2. \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

3. \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**AGREEMENT: IN CONSIDERATION OF K.S. & C.A. Hunt & Son Pty Ltd ACN 007 993 446 trading as Hunts Fuel Pty Ltd ("the Supplier")** providing the facilities of a credit account, I/WE AGREE that the account will be paid within thirty (30) days of the date of statement relating to the delivery of goods or provision of services, or within such other terms as may be defined from time to time and of which I have had reasonable notice; but notwithstanding any previous indulgences to pay the full amount on demand; to pay on request interest at the rate of 1.5% per month (18% per annum) on any overdue amount; to pay any collection or legal expenses which have or will be incurred as a result of late payment; that this agreement is deemed to be made at (Suburb) in the State of South Australia; that delivery of goods to my/our premises is at my/our risk; IT IS FURTHER AGREED that title of goods shall not pass until full payment for all moneys outstanding has been made; that until such payment has been made property in the goods shall remain with the Supplier who is hereby irrevocably authorised to enter onto any premises to recover any such goods without liability for trespass, negligence or compensation and who reserves the right to dispose of the goods to satisfy any debts outstanding. I/WE FURTHER ACKNOWLEDGE that all information appearing on this application is true and correct in every particular, that I/we am/are duly authorised to sign this Application on behalf of the applicant;

I/WE further acknowledge that this is for the purposes of the Consumer Credit Code an application for Commercial Credit; that the Supplier will be deemed to have accepted this Application if it allows the Applicant to trade with it on credit; that the Supplier can vary or withdraw any credit facility at any time and at its own discretion.

I/We agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document

SIGNATURE: \_\_\_\_\_ WITNESS SIGNATURE: \_\_\_\_\_ DATE / /

## PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) (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 Applicant 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 Applicant 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 Applicant 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 Applicant and/or Guarantor(s) or their related bodies corporate.
7. The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant's and/or Guarantor(s)' right to request limitations to the use of their information.

Veda Advantage 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	Dun & Bradstreet 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
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9. The Supplier may disclose Information to, and about them and the Applicant 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 Applicant 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.
10. By reason of the Applicant'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 Applicant'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 Applicant 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 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 Applicant 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 PERSONAL GUARANTEE & INDEMNITY

I/we the undersigned persons, in consideration of Hunts Fuel Pty Ltd ("the Supplier") having at my/our request agreed to supply the within mentioned applicant company \_\_\_\_\_ with goods or services on credit do hereby agree with the Supplier as follows:

1. I/we hereby guarantee due payment to the Supplier for all such goods and services as may be from time to time supplied by the Supplier to the Applicant and the Supplier may treat me/us as if I/we were the principal debtor.
2. This agreement shall be a continuing guarantee to the Supplier for all debts whatsoever and whensoever contracted by the Applicant with the Supplier in respect to goods and services to be supplied to the Applicant by the Supplier.
3. This guarantee shall be revokable at any time as to future transactions by one month's notice in writing given to the Supplier by me/us and my/our liability hereunder shall cease as from the expiration of such notice but only as regards any liability incurred after such expiration of such notice.
- 4 My/our liability to the Supplier shall not be affected by any time or other indulgence granted to the Applicant by the Supplier.
5. As a separate and independent obligation and for the consideration aforesaid I/we guarantee with the Supplier that any moneys not recoverable from me/us as Guarantor(s) whether by reason of any legal limitation disability or incapacity of the Applicant or for any other reason whatsoever shall be recoverable from me/us as principal debtor and I/we will hold the Supplier fully indemnified accordingly.
6.
  - (1) In this Clause, a reference to any kind of property includes a reference to any estate or interest in property of that kind.
  - (2) Every person named in this document as a Guarantor -
    - (a) shall duly pay all moneys now or hereafter actually or contingently payable to the Supplier by any person named in this document as a Guarantor;
    - (b) shall grant to the Supplier upon request in writing a legal mortgage in registerable form under the provisions of the Real Property Act, 1986 (as amended) containing such terms and conditions as may reasonably be required by the Supplier of any land now or hereafter held by the person, which mortgage shall secure the moneys referred to in sub-paragraph (a) hereof;
    - (c) hereby as beneficial owner charges in favour of the Supplier by way of fixed charge any property now or hereafter held by the person (being, in the case of a body corporate, land, and being in any other case, any property other than personal chattels, within the meaning of the Bills of Sale Act, 1886 (as amended)) with the payment of moneys referred to in paragraph (a);
    - (d) agrees that, upon default by the Applicant, the moneys referred to in paragraph (a) shall at the option of the Supplier become immediately due and payable;
    - (e) shall not transfer or create any estate or interest in any property in this Clause charged by the person;
    - (f) agrees that any power of sale shall extend to the execution, in the name of and on behalf of the person, of any memorandum of transfer, Crown lands transfer or other assignment; and
    - (g) (i) agrees than, in this paragraph, 'expenses' means expenses of preparation, execution, stamping, registration, caveat lodgment, enforcement, discharge or caveat withdrawal, and (ii) shall pay the expenses of the Supplier in respect of this document or a mortgage required by this document to be granted by the person.
  - (3) (a) Any precondition to the exercise of any power of sale, with the exception of default, is hereby excluded.  
 (b) For the purposes of determining whether the Supplier can exercise any power to insure, only insurance in the name of the Supplier shall be taken into account.
  - (4) Subject to this Clause, the provisions of the Law of Property Act, 1936 (as amended) shall apply to this document as if it were a mortgage by deed.
  - (5) In the event that the Guarantors fail to grant to the Supplier a legal mortgage as aforesaid within seven days of such request then the Guarantors hereby irrevocably appoint the Supplier as attorney of the Guarantors in the name of the Guarantors and as the act and deed of the Guarantors from time to time if and when such attorney shall think fit for the purpose of executing such legal mortgage and to procure the registration thereof and to record as Power of Attorney and to procure to be done any act, matter or thing which may be requisite or proper for giving full effect thereto according to the Real Property Act or any law or usage for the time being in force in the State of South Australia and all and whatsoever such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is hereby ratified and confirmed.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED

by the Guarantor(s) in the presence of:

)  
)  
)

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Sign and print name

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Sign and print name

.....  
Signature of witness

.....  
Full name of witness

.....  
Address of witness

Date:        /        /