

Air BP Credit Application



If filling in this form manually, please take care as cross outs or white out on the application will not be accepted.

Please mail completed Credit Application forms to:

Sales Management Team
Air BP Customer Service Centre
Reply Paid 5222
Melbourne VIC 3001

Account Details

Type of Entity: (Please tick one) Company Partnership Sole Trader

Legal Entity Name (The Customer): _____

ACN/ABN: _____

As Trustee for (if applicable): _____

Trading Name (if different from above): _____

Contact Person: _____

Parent Company Name (if applicable): _____

Physical Street Address (PO Box addresses not accepted): _____

Postcode: _____

Postal Address (if different from above): _____

Business Telephone Number: () _____

Private Telephone Number: () _____

Facsimile Number: () _____

Email Address: _____

Description of Main Business: _____

Estimate of Annual Fuel Usage: \$ _____ Litres

Date Business Commenced: / / _____

Acceptance of Terms and Conditions & Privacy Act Declaration

Terms and Conditions

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 BP Card (for additional copies of the Terms and Conditions contact Air BP Customer Service Centre on 1800 024 747 or visit www.airbp.com.au).

I/We have read and understood the Terms and Conditions of use of the BP Card and agree that, subject to Air BP's acceptance of this application, those conditions will apply. Air BP 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 BP 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 BP to make any enquires (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 BP for the purpose of assessing this application for credit and/or my/our acceptability as a guarantor and authorise BP 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 BP to make any additional periodic checks that it sees fit to continue its assessment.

Acceptance of Terms and Conditions & Privacy Act Declaration

Electronic signatures are not accepted.

1. Name of Sole Trader/Director/Partner: _____

Job Title: _____

Physical Street Address (PO Boxes not accepted): _____

Date of Birth: / / Signature: _____

Date: / /

2. Name of Sole Trader/Director/Partner: _____

Job Title: _____

Physical Street Address (PO Boxes not accepted): _____

Date of Birth: / / Signature: _____

Date: / /

3. Name of Sole Trader/Director/Partner: _____

Job Title: _____

Physical Street Address (PO Boxes not accepted): _____

Date of Birth: / / Signature: _____

Date: / /

4. Name of Sole Trader/Director/Partner: _____

Job Title: _____

Physical Street Address (PO Boxes not accepted): _____

Date of Birth: / / Signature: _____

Date: / /

Declaration

I/We declare that the credit to be provided to me by the BP Card 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 credit agreement is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

Signature 1. _____ Name _____ on the date of this document

Signature 2. _____ Name _____ on the date of this document

Signature 3. _____ Name _____ on the date of this document

Signature 4. _____ Name _____ on the date of this document

If you require additional signature space please photocopy and attach.

I/we do not wish to receive any promotional material from BP.

BP Direct Debit Request Form

Completion of this form is mandatory

Request for debiting amounts to accounts by the direct debit system

Date of Application:

Insert name and address of Financial Institution at which your account is held:

Insert your name in full:

Legal Entity Name (The Customer) (Must match the Legal Entity Name used in the Credit Application Section)

(Surname, Company name or Business name)

(Given names, ABN number)

request you, until further notice in writing, to debit my/our account described in the schedule below, any amounts which Air BP Limited ("the User").

User ID number 420663 may debit or charge me/us through the Direct Debit System.

I/We understand and acknowledge that:

1. This direct debit arrangement is governed by the terms and conditions of the BP Direct Debit Client Service Agreement received by me/us and I/We have read and understood those terms and conditions.
2. The User may in its absolute discretion at any time by notice in writing to me/us, terminate this Request as to future debits.
3. The User may by prior arrangement and advice to me/us, vary the amount or frequency of future debits

Customer Signature(s)

(If joint account all signatures may be required)

Customer(s) Physical Street Address (PO Boxes not accepted)

Postcode:

Name of Account with your Financial Institution (Legal Entity Name) to be debited

BSB:

Account Number:

Note: Direct Debiting is not available on the full range of accounts.

If in doubt, please refer to your Financial Institution

Office use only:

Reference No:

FORM DDR

(Please return by mail document with original signature/s. Thank you.)

Card Order Form

Avgas only	Aircraft Registration	Aircraft Type	Fuel Grade Confirmation

Jet fuel only	Aircraft Registration	Aircraft Type	Fuel Grade Confirmation

If more cards are required please photocopy this form and attach
It is your responsibility to ensure that you order the correct grade of fuel for each Card
i.e. either Avgas or Jet fuel depending on the particular Aircraft

A copy of this form is available on www.airbp.com.au

Office use only:

Credit Limit:
Lead Job Details:
Regional Manager Approval:

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 Customer to BP under any agreement between themselves or with other persons. BP recommends to me/us that I/we seek independent financial and legal advice before signing this Guarantee and Indemnity. I/we acknowledge that I/we fully understand and accept the terms and conditions of this Guarantee and Indemnity.

Subject to BP accepting the application by the Customer, 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;

1. The Guarantors unconditionally and irrevocably guarantee to BP:
 - a) punctual payment of all sums of money, interest and damages now or in the future owing, (actually or contingently), by the Customer to BP;
 - b) punctual performance and observance of all of the Customer's obligations to BP, including obligations arising under the Terms and Conditions, in particular but without limitation, clauses 11, 13, 14 and 28 of the Terms and Conditions; (together the "Guaranteed Obligations")
2. The Guarantors irrevocably indemnify BP against all liability, damage, loss and expense which it incurs now or in the future because the Customer does not meet its Guaranteed Obligations.
3. This document is a continuing guarantee for the whole of the Guaranteed Obligations, and the Guarantor's obligations (as guarantor, indemnifier or otherwise) and BP'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:
 - a) any release, termination, variation, or assignment of the Guaranteed Obligations;
 - b) the Terms and Conditions being void, voidable or otherwise unenforceable by BP in accordance with its terms or BP being estopped from receiving the performance and observance of the Guaranteed Obligations from the Customer;
 - c) the granting of any forbearance, time or any other indulgence to or the making of any composition, compromise or arrangement with or the discharge or release of any Guarantor or the Customer;
 - d) the failure by any director of the Customer or any other person intended to be a guarantor to sign or otherwise become bound by this Guarantee and Indemnity;
 - e) the death, administration or mental illness of any Guarantor;
 - f) the fact that no demand for the performance or observance of the Guaranteed Obligations has been made on a Guarantor or the Customer;
 - g) any act or omission of BP which prejudices a Guarantor.
4. The Guarantor's obligations under this Guarantee and Indemnity are primary obligations. BP is not obliged to proceed against or enforce any other security or any other right against the Customer or demand payment from the Customer before it is entitled to enforce the Guaranteed Obligations.
5. This Guarantee and Indemnity shall not apply in respect of any obligations of the Customer under any regulated credit contract within the meaning of the Uniform Consumer 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 Customer 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 Customer 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.
6. The Guarantors will indemnify BP and pay to BP on demand any and all expenses incurred by BP 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 BP's behalf in respect of any recovery or attempted recovery of an amount due by me/us or the Customer to BP.

7. A certificate by BP relating to this Guarantee and Indemnity is, in the absence of manifest error, conclusive evidence against the Guarantors of the matters certified.

8. Any demand or notice under this Guarantee and Indemnity may be signed by BP or on behalf of BP by an attorney, director, secretary, manager or officer of BP or BP'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 BP. 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.

9. If a Guarantor resigns as a director of the Customer, that Guarantor must deliver to BP a copy of the relevant notice filed with the Australian Securities and Investments Commission. The Guarantor shall remain a guarantor unless BP in its absolute discretion elects to release that Guarantor from any future liability under this Guarantee and Indemnity.

10. No Guarantor will be entitled to set off any amount due from BP to the Customer in diminution of the Guaranteed Obligations.

11. Each Guarantor acknowledges that they have been given the opportunity by BP to seek independent legal and commercial advice prior to executing this Guarantee and Indemnity.

12. If payment of any amount owing by me/us to BP is not made by the due date, I/we agree to pay on demand simple interest on the amount due at a rate equal to the rate prescribed as at the due date under the Penalty Interest Rates Act 1984 (Victoria) calculated daily by BP on the principal amount due, payable from the due date.

13. This deed shall be governed by and interpreted in accordance with the laws of Victoria. I/we irrevocably submit to the jurisdiction of the Courts of Victoria and waive any objection to such venue and any claim that an action has been brought in an inconvenient forum.

14. If GST is imposed on any supply made under or in accordance with this deed, I/we will pay to BP 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.

EXECUTED by the Guarantors as a deed.

If there are more directors, please photocopy this deed, obtain additional signatures and attach to the application.

ALL DIRECTORS MUST SIGN. ELECTRONIC SIGNATURES ARE NOT ACCEPTED.

Important Notice: this will affect your personal rights. Please note that a Director cannot witness another directors signature.

Signed Sealed Delivered

Signature of Guarantor:

Date: / /

Print Name of Guarantor:

Print Physical Street Address of Guarantor:

Signature of Witness:

Print Name of Witness:

Print Physical Street Address of Witness:

Signed Sealed Delivered

Signature of Guarantor:

Date: / /

Print Name of Guarantor:

Print Physical Street Address of Guarantor:

Signature of Witness:

Print Name of Witness:

Print Physical Street Address of Witness:

Signed Sealed Delivered

Signature of Guarantor:

Date: / /

Print Name of Guarantor:

Print Physical Street Address of Guarantor:

Signature of Witness:

Print Name of Witness:

Print Physical Street Address of Witness:

Signed Sealed Delivered

Signature of Guarantor:

Date: / /

Print Name of Guarantor:

Print Physical Street Address of Guarantor:

Signature of Witness:

Print Name of Witness:

Print Physical Street Address of Witness: