

Account Application



If filling out form digitally, please save your changes before emailing the form back to us. If filling in form manually, please either scan and email all completed forms to customers@endeavourpet.com.au or fax to 03 9781 7117 or post to PO Box 2443, Seaford, Vic 3198

ENDEAVOUR PETROLEUM PTY LTD
ABN: 99 040 012 336
41 Peninsula Boulevard, Seaford, Vic 3198
Ph: 03 9781 7100
Email: customers@endeavourpet.com.au
Fax: 03 9781 7117

OFFICE USE ONLY

Payment Terms

Days: From

Account Number

Account Type

Individual

Partnership

Company

Trust

Other _____

A copy of the Trust
Deed may be requested

Application Details

Registered name (in full)

Type of business

Company ABN

Company ACN

Business trading name

Trustee (if applicable)

Premises for delivery

Postcode

(IF MORE THAN ONE PREMISES PLEASE ATTACH DETAILS ON A SEPARATE PAGE WHEN YOU RETURN THIS CREDIT APPLICATION)

Postal address

Postcode

Contact person (orders)

Position

Telephone number

Fax number

Mobile number

Email

Contact person (accounts)

Position

Telephone number

Fax number

Mobile number

Email

Personal Details Of Sole Traders / Partners / Directors Or Guarantors

(IF MORE THAN THREE PARTNERS/DIRECTORS PLEASE ATTACH DETAILS ON A SEPARATE PAGE WHEN YOU RETURN THIS CREDIT APPLICATION)

Applicant 1

Surname	Given names
Residential address	
	Postcode
Date of birth	Drivers licence number
Drivers licence state	Driver licence expiry date

Applicant 2

Surname	Given names
Residential address	
	Postcode
Date of birth	Drivers licence number
Drivers licence state	Driver licence expiry date

Applicant 3

Surname	Given names
Residential address	
	Postcode
Date of birth	Drivers licence number
Drivers licence state	Driver licence expiry date



Account administration information

Estimated Credit Limit \$ _____ Year business commenced _____

If estimated Credit Limit is over \$50,000, a copy of latest financials may be requested

Preferred Payment Method Direct Debit EFT Direct Deposit Other _____
Please Specify

Additional business information

Annual volume all products _____ Number of retail sites if any _____

Current suppliers if any _____ Current retail brand if any _____

Products Required (please tick next to appropriate products)

Diesel AdBlue E10 ULP ULP 91 PULP 95 PULP 98 Lubricants LPG

Commercial References

Reference 1

Company _____

Address _____

Postcode _____

Contact Name _____ Telephone _____

Email _____ Account Number _____

Reference 2

Company _____

Address _____

Postcode _____

Contact Name _____ Telephone _____

Email _____ Account Number _____

Reference 3

Company _____

Address _____

Postcode _____

Contact Name _____ Telephone _____

Email _____ Account Number _____

Please read the following STANDARD TERMS AND CONDITIONS and PRIVACY POLICY STATEMENT and DIRECT DEBIT REQUEST – SERVICE AGREEMENT and complete and sign where requested.

By signing below, the applicant(s) have read and understand the Standard Terms and Conditions, including guarantee and indemnity clause 4, and Privacy Policy Statement in the pages to follow.

Insert your signature name, title, and address

(IF MORE THAN THREE PARTNERS/DIRECTORS PLEASE ATTACH DETAILS ON A SEPARATE PAGE WHEN YOU RETURN THIS CREDIT APPLICATION)

Signature

Name & Title

Address

State

Postcode

Date

Witness Name

Witness Signature

Date

Signature

Name & Title

Address

State

Postcode

Date

Witness Name

Witness Signature

Date

Signature

Name & Title

Address

State

Postcode

Date

Witness Name

Witness Signature

Date

Standard Terms and Conditions

All orders accepted by Endeavour Petroleum Pty Ltd ABN 99 040 012 336 (“**Endeavour**”) and all sales made by Endeavour are under Endeavour’s Standard Terms & Conditions of supply set out herein, and these terms are incorporated into a FuelCard and/or Bulk Fuel and Oil Customer’s (“**Customer**”) written supply contract with Endeavour (if any), and any variations to the Customer’s supply contract, which together constitute the entire contract (“**the Contract**”) between Endeavour and Customer for the supply and purchase of goods and services (“products”). If there is any inconsistency between the terms of these Standard Terms & Conditions and the Customer’s written supply contract, the terms of the Customer’s written supply contract will prevail only to the extent of the inconsistency.

VARIATION: Endeavour reserves the right to vary these terms and conditions of use at any time by prior notice in writing. Notification to the Customer in writing is deemed to have occurred by the delivery of such notice by post or fax or electronic mail (“email”) or by hand delivery to the last known address of the Customer and shall be deemed to have received by the Customer two (2) days after posting by Endeavour or at the date of sending if by fax or email or delivery if by hand.

NOTICE: Any Notice or document required to be served by Endeavour on the Customer may be duly served by sending such notice by post or fax or email or by hand delivery to the last known address of the Customer and shall be deemed to have received by the Customer two (2) days after posting by Endeavour or at the date of sending if by fax or email or delivered if by hand.

INTERPRETATION: Where two or more persons are party to this agreement then liability is joint and several.

1. Pricing

- 1.1 The price for each product to be supplied to the Customer will be inclusive of all present and future Federal and State Government duties, levies, imposts, fees and taxes (excluding income tax) of whatsoever nature (collectively “Taxes”) which are imposed or levied on any of the products supplied by Endeavour.
- 1.2 The price for each product to be supplied to the Customer will be varied from time to time but shall not increase in contravention of any applicable laws. The varied price will take effect and be applied to supplies products made on and from the date on which the variation becomes effective.
- 1.3 The Customer will pay to Endeavour for all products provided at the Taxes inclusive price for those goods and services at the time of supply multiplied by the quantity of said products received as per the Invoice or Statement (if any).

2. Trading / Payment Terms

- 2.1 Endeavour standard trading/payment terms (“**Terms**”) are payment upon delivery.
- 2.2 Endeavour may, at its absolute discretion, offer a Customer a range of credit facilities and Terms. Any variance from the standard Endeavour Terms will be notified to the Customer in writing by sending such notice by post or fax or email or by hand delivery to the last known address of the Customer and shall be deemed to have received by the Customer two (2) days after posting by Endeavour or at the date of sending if by fax or email or delivery if by hand.
- 2.3 Ownership in products supplied by Endeavour to a Customer shall not pass until payment for goods, but risk shall pass on delivery.
- 2.4 Endeavour shall not be obliged to sell any products whilst Customer fails to pay for any products previously sold or is otherwise in breach of the Standard Terms & Conditions.
- 2.5 A late payment fee of 15% per annum calculated daily on all overdue amounts shall be levied on the Customer until payment is made in full.
- 2.6 The Customer will indemnify Endeavour against and agree to reimburse Endeavour for any expense they may reasonably incur in recovering or attempting to recover payment from the Customer of the amounts, which may from time to time be overdue. A fee will be charged on all dishonoured payments.
- 2.7 Credit Card payments will attract 1.2% surcharge.
- 2.8 **ACCOUNT ENQUIRIES:** A statement or Invoice will be emailed to the email address provided by you. Statements or Invoices can also be printed and posted to you, a fee of \$5.50 incl GST applies for posted Statements or Invoices. The Customer may contact Endeavour, in a manner as advised by Endeavour, to enquire or to clarify details of any matter relating to any Statement or Invoice the Customer receives. Endeavour shall not be required to consider any question or enquiry in respect of a Statement or Invoice notified more than 7 days after the receipt by the Customer of the Statement or Invoice.

3. Commercial Credit Information

- 3.1 Agreement that Endeavour may seek commercial credit information (Section 18L (4), Privacy Act 1988). If Endeavour considers it relevant to assess my/our application for personal credit, I/we agree to Endeavour obtaining a report about my our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.
- 3.2 Agreement that Endeavour may seek commercial credit information (Section 18K (1) (b), Privacy Act 1988). If Endeavour considers it relevant to assess my/our application for commercial credit, I/we agree to Endeavour obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Endeavour. Endeavour may continue to seek/use such information for future periods to enable it to monitor and administer your account, as well as aiding in the collection of payment.

- 3.3 Agreement to Endeavour seeking from or giving to other credit providers details about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness (Section 18N (1) (b), Privacy Act 1988). I/we agree that Endeavour may give to and seek from any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- 3.4 Agreement that Endeavour may use a credit report about me for collecting overdue payments (Section 18K (1) (h), Privacy Act 1998). If Endeavour considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to Endeavour receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.
- 3.5 **CREDIT LIMIT:** The Customer shall ensure that the outstanding balance of the facility does not exceed the credit limit authorised by Endeavour in relation to the respective account from time to time without the written consent of Endeavour. In the event of any failure to comply with this condition, any account in excess of such limit is payable on demand.

4. Guarantee and Indemnity

- 4.1 Where Directors are named in the Application, any acceptance of the Application is subject to the guarantee and indemnity below being duly executed by all such Directors.
- 4.2 Guarantors agreement (Section 18K(1)(c), Privacy Act 1988), I/we agree that Endeavour may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for, or provided to, the Customer (named below). I/we agree that if Endeavour approves that Customer’s application for credit this agreement remains in force until the credit facility covered by the Customer’s application ceases.
- 4.3 Notice of disclosure of your credit information to a credit-reporting agency. Under Section 18E (8) (c) of the Privacy Act 1988 Endeavour is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E (1) of the Act.
- 4.4 **CHARGE:** In consideration of Endeavour’s acceptance of this application the Customer and Guarantor charge all of their property present and future with the amount of their indebtedness to Endeavour. In the matter of a Trust the Customer and Guarantor charges all of their property present and future with the amount of their indebtedness to Endeavour, whether held in its own right or in its capacity as trustee. On request made by Endeavour the Customer and Guarantor will sign all documents and do all things requested to ensure the amount of that indebtedness is met. The Customer and Guarantor agree that this charge creates a caveatable interest in any real property owned. For valuable consideration, the Customer and Guarantor appoint Endeavour, including each manager, successor and assignee of Endeavour as attorney to execute in their several names and as their several acts and deeds such consent to such caveats that Endeavour may wish to lodge against any dealings and any real property in any Titles Office. “Real Property” includes estates and interests including leasehold.
- 4.5 The Customer and Guarantor agree to notify Endeavour in writing if declared bankrupt (forced or voluntary).

5. Customer Acknowledgement

- 5.1 The Customer acknowledges that
 - it understands and agrees to these conditions and all items in this application;
 - it has the right to seek independent advice before signing this application; and
 - the application is deemed to be accepted by Endeavour when an account is issued to the Customer.

6. Statement of Guarantee

In consideration of Endeavour agreeing to supply goods and services to the customers, I/We irrevocably jointly and severally guarantee the due and proper performance and observance by the Customer of the above terms and conditions. I/We will jointly and severally indemnify Endeavour against all losses and liabilities that may be incurred by Endeavour by reason of any default by the Customer under the facility. I/We agree that this is a continuing Guarantee and that my/our obligations hereunder shall not be released by any neglect or forbearance by Endeavour in enforcing my/our obligations hereunder or the Customer’s obligations as set out below or any other thing which under the law relating to sureties would, but for this provision, have the effect of so releasing me/us.

7. Fuel Card Fees & Payment Terms And Authorised Vehicles And Users

An Admin Fee of \$5.50 per month per 10 Fuel Cards shall be payable by the Applicant in respect of each Fuel Card Account. For eg 11-20 Fuel Cards will incur an Admin Fee of \$11.00 per month, 21-30 Fuel Cards will incur an Admin Fee of \$16.50 per month, and so on. A fee of \$5.00 per card is charged for card replacements. The Applicant must also purchase Products and Services from Merchants on a regular basis using the FuelCard or Endeavour reserves the right to cancel the FuelCard. Endeavour will issue the Applicant a statement at the end of each month showing the total amount owing by the Applicant. This amount must be paid by the Applicant within agreed and approved trading terms. Payments will be deducted from the Applicant’s nominated account in accordance with the Direct Debit Request and the Direct Debit Service Agreement. If payment is not made, default interest may be charged in accordance with the Terms and Conditions stated in clause 2. Please list below vehicle details or other details to be assigned to each FuelCard. However, please note that despite nominating authorised vehicles or cardholders, the Applicant remains responsible for the transactions relating to all issued FuelCards in accordance with the Terms and Conditions.

Description Required on Cards

Card 1

Rego No.

Make

Model

OR

Other details (ie: your name or card 1, 2, 3 etc)

Products Required (please tick next to appropriate products)

Diesel AdBlue E10 ULP ULP 91 PULP 95 PULP 98 Lubricants LPG

Shop purchases can be allowed on Endeavor Fuel Card upon request. Please contact us for further details and set up.

Card 2

Rego No.

Make

Model

OR

Other details (ie: your name or card 1, 2, 3 etc)

Products Required (please tick next to appropriate products)

Diesel AdBlue E10 ULP ULP 91 PULP 95 PULP 98 Lubricants LPG

Shop purchases can be allowed on Endeavor Fuel Card upon request. Please contact us for further details and set up.

Card 3

Rego No.

Make

Model

OR

Other details (ie: your name or card 1, 2, 3 etc)

Products Required (please tick next to appropriate products)

Diesel AdBlue E10 ULP ULP 91 PULP 95 PULP 98 Lubricants LPG

Shop purchases can be allowed on Endeavor Fuel Card upon request. Please contact us for further details and set up.

Tick box if odometer reading is required

If more cards required, please attach separate sheet.

Date of Document Version: 12 June 2020

Privacy Policy Statement

Endeavour Petroleum Pty Ltd ABN 97 605 038 659 (**Endeavour** (**we, us, our**)) is bound by the Australian Privacy Principles (**APPs**) in the Privacy Act 1988 (Cth) (**Act**). ENDEAVOUR is committed to customer service and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

By continuing to access any Endeavour Website, or by submitting any application or subscription form to Endeavour, you agree to the terms of this Agreement. If you do not agree with the terms of the Agreement, do not access or use this website or any application or subscription forms.

1. What is Personal Information and why do we collect it?

1.1 Personal Information

Personal Information is information or an opinion that identifies an individual, or an individual who is reasonably identifiable. We collect your Personal Information for the primary purpose of providing our services to you, providing information to our customers and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing marketing lists at any time; all you need to do is let us know. Examples of Personal Information we collect include (but is not limited to): names, job titles, company details, Australian Business Numbers, addresses, email addresses, phone and facsimile numbers. This Personal Information is collected in many ways including interviews, correspondence, by telephone and facsimile, by email, via our website www.endg.com.au (**Website**) and from third parties. When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

1.2 Sensitive Information

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

We do not collect, use or disclose Sensitive Information about you unless:

- for the primary purpose for which it was obtained;
- for a secondary purpose that is directly related to the primary purpose;
- with your consent; or where required or authorised by law.

2. Collection

Where possible, we will collect your personal information directly from you during the course of our business relationship. However, in certain cases we will collect personal information from third parties, including from publically available sources. Endeavour will not collect personal information unless the information is necessary for the purposes detailed in this policy.

We may collect the personal information you directly give us through some of the following means:

- in administering and performing contracts with you proceeding and following a purchase;
- from account opening forms and other related correspondence (whether in writing or electronically);
- while conducting customer satisfaction and market research surveys;
- when you enter any promotions we run from time to time; and
- during telephone calls, interviews
- when you email us

We may also collect personal information about you from third parties, including (but not limited to):

- credit reporting and debt collection agencies;
- Australia Post;
- Australian Electoral Commission;
- law courts; and
- advisors and financiers.

Where you do not wish to provide us with your personal information, we may not be able to provide you with requested products or services.

We may also collect credit card details and other related information where you order products or services via the Website or by other means. All personal information and credit card details collected and stored electronically will be protected by data encryption.

3. Use of personal information

The primary purposes for which we collect personal information are to:

- provide you with Endeavour goods and services;
- provide you with advertising and promotional materials, unless you choose not to receive them. If you do not wish to receive advertising and promotional materials about our products and services, please contact us on the details below;
- facilitate our internal business operations including fulfillment by us of any legal requirements;
- to maintain our member records;
- account keeping, invoicing, and debt collection;
- administer your account with us;
- to administer any customer loyalty rewards programme or promotional competitions you may enter; and
- manage and improve our customer relationships.

We may also collect, use and disclose your personal information we collect for a secondary purpose.

A secondary purpose is one which is related to the primary purpose of collection. Some of the secondary purposes for which we may collect, use and disclose your personal information include:

- marketing Endeavour goods and services to you;
- product development;

- member and market research;
- where a third party acquires or wishes to acquire, or makes inquiries in relation to acquiring, an interest in us or our assets; and
- to keep you informed of any changes to our business, goods and services or other offerings that may be of interest to you.

We will not collect, use or disclose your personal information for any other purpose unless you have consented to that collection, use or disclosure.

4. Disclosure of your personal information

We, and our agents, will only use and disclose your personal information as permitted by the APPs and the Act.

We treat your personal information as strictly private and confidential. We will not use or disclose your personal information for a purpose other than a purpose:

- set out in this Privacy Policy;
- you would reasonably expect; or
- required or permitted by law.

Personal information collected by Endeavour may be accessible by other external credit facility providers engaged by us to process payments on our behalf. Your consent to this disclosure is required in order to open an account. If you do not consent to this disclosure, we may not be able to provide the goods and services offered to you.

5. Data accuracy and openness

The accuracy of your personal information is important to us. We will take all reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date.

Please contact us on the details below at any time if you wish to access your personal information, update or change your personal information if you become aware that any of the personal information we hold about you is inaccurate, incomplete or outdated. Where you establish that personal information we hold about you is not accurate, complete or up-to-date, we will take reasonable steps to correct the information. Endeavour will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information. To protect your Personal Information we may require identification from you before releasing such information.

6. Protection of personal information

Safeguarding the privacy of your personal information is important to us, whether you interact with us personally, by phone, mail, over the internet or other electronic medium. We will take all reasonable steps to protect the personal information we hold about you from misuse and loss and from unauthorised access, modification or disclosure.

We may need to maintain records for a significant period of time. However, we will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed.

7. Identifiers

We do not adopt an identifier that has been assigned to you by a Commonwealth Government Agency (e.g. your tax file number) as a means of identifying you.

8. Anonymity

We provide you with the opportunity to interact anonymously with us whenever it is practicable to do so, for example where you inquire about the types of goods and services we offer.

9. Transfer of personal information overseas

As the internet is a global environment, using the internet to collect and process personal information necessarily involves the transmission and storage of that information worldwide. By trading and communicating with us, you acknowledge and agree to us using and disclosing your personal information in this way.

As of the date of this document Endeavour currently shares and/or stores some personal information with international business partners located in:

- The United States of America

10. Direct marketing

Like most businesses, marketing is important to Endeavour's continued success. We therefore like to stay in touch with members and let them know about new opportunities. We may provide you with information about new products, services and promotions.

Individuals who do not wish to receive marketing information can opt out by contacting our Privacy Officer.

11. Questions and complaints

If you have any questions, concerns or complaints about this Privacy Policy or how we handle your personal information, please contact our Compliance Manager either by email info@endg.com.au.

Alternatively, you can write to us at:

Attn: Compliance Manager
Endeavour Petroleum Pty Ltd
PO Box 2443,
Seaford, Vic 3198

Or call 03 9781 7100

Once a query or complaint has been lodged the Privacy Officer will respond to you as soon as possible. An administrative fee may be charged for accessing any personal information we may have concerning you.

If you are not satisfied with our response to your query or complaint, you may lodge a complaining with the Office of the Australian Information Commissioner by telephone: 1300 363 992 or email: enquiries@oaic.gov.au.

12. Policy Updates

This Policy may change from time to time. The Endeavour Petroleum Pty Ltd Privacy Policy is available at our office or on our website to anyone who requests it.

Date of Document Version: 12 June 2020

The Applicant, and signatories on behalf of the Applicant in their personal capacity, 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.

Direct Debit Request – Service Agreement

The following is your Direct Debit Service Agreement with **Endeavour Petroleum Pty Ltd, 99 040 012 336** & User ID 617698. 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.

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 Endeavour 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.

1. 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.

2. Amendments by us

We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days' written notice.

3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days' notification by writing to: Endeavour Petroleum Pty 41 Peninsula Boulevard, Seaford, Vic 3198 or by telephoning us on (03) 9781 7100 during business hours or arranging it through your own financial institution.

4. 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

If Endeavour Petroleum Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Endeavour Petroleum Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

If you believe that there has been an error in debiting *your* account, *you* should notify us directly on (02) 8206 0955 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.

6. 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

with *your financial institution* before completing the *Direct Debit Request* if you have any queries about how to complete the *Direct Debit Request*.

7. 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
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write Endeavour Petroleum Pty Ltd 41 Peninsula Boulevard, Seaford, Vic 3198.

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.

Date of Document Version: 12 June 2020



Request and Authority to debit the account named below to pay Endeavour Petroleum Pty Ltd

Request and Authority to debit

Your Surname or company name

Your Given names or ABN/ARBN

You request and authorise **Endeavour Petroleum Pty Ltd** to arrange, through its own financial institution, a debit to your nominated account any amount Endeavour 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.

Insert the name and address of financial institution at which account is held

Financial institution name

Address

Suburb

State

Postcode

Insert details of account to be debited

Name/s on account

BSB number (Must be 6 Digits) - Account number

Acknowledgment: 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 Endeavour Petroleum Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

Insert your signature and address

Signature

(If signing for a company, sign and print full name and capacity for signing eg. director)

Name & Title

Address

Suburb

State

Postcode

Witness Name

Witness Signature

Date

Second Account Signatory (if required)

Signature

(If signing for a company, sign and print full name and capacity for signing eg. director)

Name & Title

Address

Suburb

State

Postcode

Witness Name

Witness Signature

Date
