



Application form

Please return completed applications to:
WA Fuel Supplies, P.O Box 353, Kwinana WA 6966
or email to sales@wafuels.com.au
Enquiries: 08 9468 7338 Fax: (08) 6323 4656

Sales Rep

Rep Name _____

Account details (All applicants to complete relevant sections)

- Company Partnership Sole Trader
 Incorporated Club/Association Personal
Personal Accounts will only be issued to Fremantle Sailing Club Members.

Registered Company Name _____

Company ABN: _____ Company ACN: _____

Trustee (if applicable): _____

Business trading name (in full): _____ or Personal Account Name: _____

Trading address: _____

Postal address: As above _____

Contact name: _____ Position: _____

Landline: _____ Mobile: _____

Email: _____

Type of business / industry: _____

Date business commenced, if under 3 years, details of owner's/director's previous experience: _____

Registered for GST? Yes No PROMO CODE: _____
(if applicable)

Credit limit requested

Please calculate the total amount required for all cards on your account per six week period.

Example: 3 cards x \$200 each per week = \$600

\$600 x 6 weeks = \$3,600 Total Credit.

Total credit limit requested

\$ _____

*Remember to multiply Litres by 1.3 to get approx dollars

References (To be completed by all business applicants including Sole

Name of external accountant: _____ Phone: _____

Trade reference 1: _____ Phone: _____

Trade reference 2: _____ Phone: _____

Payment Option

Direct Debit 14 Days

Request authority to debit the account named below to pay WA FUEL SUPPLIES

Surname or company: _____ Given names or ABN/ARBN: _____

We request and authorise WA FUEL SUPPLIES (Direct User Identification Number 516165) to arrange, through its own financial institution, for any amount WA Fuel Supplies may debit or charge us from time to time to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to WA FUEL SUPPLIES, subject to the terms and conditions of the Direct Debit Request Service Agreement.

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

Financial institution name: _____

Address: _____

Insert details of account to be debited

Account name: _____

BSB: _____ Account number: _____

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and us as set out in this Request and in this Direct Debit Request Service Agreement. Debit Payments will be made fourteen days after the end of month.

Before signing, read the Direct Debit Request Service Agreement on second page.

(for a company, sign and print full name and capacity for signing)

Signature: _____ Date: _____



Title (e.g. Director): _____

Address: _____

1. Definitions and interpretation

1.1. Definitions

In these Terms, unless the context indicates a contrary intention:

Business Day means any day other than a Saturday, Sunday or public holiday in the State of Western Australia;

Card means the payment card issued by the Supplier for use by the Customer;

Consequential Loss includes special, indirect, consequential, incidental or punitive damages or damages for loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay and whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence) in equity, statute or otherwise;

Customer means the person identified as the as the applicant or customer on the form described as "Application Form"

Force Majeure includes strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, epidemic, pandemic, government law or regulation or requirement or any other cause beyond the control of the Supplier;

GST means Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Guarantor/s means each and every person who signs this the form described as "Application Form";

Insolvency Event means:

(a) to any party being a corporation:

- (i) the entry into liquidation or provisional liquidation or an application being made for it to be wound up;
- (ii) having a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth) or similar officer appointed to it or any of its assets;
- (iii) making an assignment for the benefit of or entering into an arrangement or composition with its creditors;
- (iv) being insolvent or presumed insolvent under the *Corporations Act 2001* (Cth) or stopping payment of any of its debts; or
- (v) anything analogous or having substantially similar effect to the matters at (i) to (iv) above occurs;

(b) to any person:

- (i) anything occurring under the law of any applicable jurisdiction to the person (other than under the *Bankruptcy Act 1966* (Cth)) having a substantially similar effect to the events specified in subparagraph (a), above;
- (ii) a judgment for an amount equal to not less than \$50,000 which is not satisfied, compromised to the satisfaction of the judgment creditor or stayed within 7 days of its entry;
- (iii) a bankruptcy notice being served on the person and not satisfied, compromised with the creditor or stayed within 13 days after the notice is served; or
- (iv) anything analogous or having substantially similar effect to the matters at (i) to (iii) above occurs.

Loss means any expense, cost, loss or damage of any kind and includes Consequential Loss and/or any fine or penalty imposed by a statutory or other authority;

PPSA means the *Personal Properties Securities Act 2009* (Cth);

Products means any fuel products sold or provided and/or any goods or equipment sold, provided or hired to the Customer by the Supplier;

Services means any services in relation to the Products or otherwise performed in connection with any request of the Customer including without limitation the transportation, delivery and pumping of fuel products;

Supplier means WA Fuel Supplies Pty Ltd (ACN 604 421 267) (ABN 73 604 421 267) and each related entity (as defined in the *Corporations Act 2001* (Cth)) of WA Fuel Supplies Pty Ltd (ACN 604 421 267) (ABN 73 604 421 267) from time to time and any of the Supplier's assigns. This agreement extends to a Supplier which is not now, but is in the future a related entity of WA Fuel Supplies Pty Ltd (ACN 604 421 267) (ABN 73 604 421 267); and

Terms means all terms in this document.

1.2. Interpretation

In interpreting these Terms:

- (a) headings are for convenience only and do not affect interpretation;
- (b) words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (c) references to any party, person or entity as the case requires includes their executors, administrators, permitted assigns and successors;
- (d) references to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (e) references to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) obligations under these Terms affecting more than one party bind them jointly and each of them severally; and
- (g) a rule of construction will apply to the disadvantage of one party on the basis that that party put forward or drafted these Terms or any part of these Terms.

2. Acceptance of application and Terms

- (a) The Supplier may (at its sole discretion) accept or decline any application for the supply of Products or Services on credit or for the Customer to use the Card.
- (b) The Customer has no entitlement to credit or the Card unless in the Supplier's sole discretion the Supplier extends credit to the Customer or issues the Card. If in any case the Supplier gives the Customer credit, the Supplier may still at any time and for any reason in the Supplier's sole discretion refuse to supply any further Products or Services to the Customer and/or refuse to supply any Product or Services and/or cancel the Card.
- (c) The application for credit shall be deemed accepted and these Terms apply if the Supplier accepts any order for Products or Services (or both) from the Customer or upon the first use of the Card by the Customer, whether for cash or on credit, without any further notice to the Customer.
- (d) Any credit allowed by the Supplier pursuant to these Terms is not unlimited. If no written notice of the credit allowed from time to time by the Supplier is provided to the Customer, then the credit limit is reflected by the highest amount of credit extended under this agreement at the immediate point in time. The credit limit stated herein, or on any notice from the Supplier, if any, does not limit or bind the Supplier in anyway whatsoever. Further, the Customer agrees they are liable to pay for all Products and Services supplied by the Supplier to the Customer irrespective of whether the value of those Products and Services supplied, either alone or in conjunction with any accumulated debt of the Customer, exceeds the credit limit stated herein or on any notice from the Supplier.

3. Payment terms

- (a) The Supplier will issue, at times determined by the Supplier in its sole discretion, tax invoices to the Customer for the price of Products or Services supplied to the Customer and all fees, charges and

moneys otherwise due and payable to the Supplier from time to time.

- (b) Except for payments made under an in-place direct debit arrangement, the Customer agrees that it must pay, without any deduction or setoff in law or in equity whatsoever, the full amount of the tax invoice:
 - (i) on delivery or performance; or
 - (ii) if credit is offered or supplied to the Customer, within 14 days after the end of month from the date on which the Products and/or Services are supplied (the **Due Date**).
- (c) The Customer must notify the Supplier of any dispute relating to an invoice within 3 days of receipt of the tax invoice. Unless the Customer disputes the amount within 3 days, the amount shall be taken to be accepted by the Customer, due and payable to the Supplier and not open to dispute or challenge.
- (d) To the extent permitted by law, all money received from the Customer will be applied (and may be reallocated) in the manner and order determined by the Supplier. The Customer further agrees the Supplier may in its discretion, allocate any payment received from the Customer towards any invoice that the Supplier determines and may do so at the time of receipt or at any time afterwards and is not compelled to apply the payment as directed by the Customer or any other party. On any default by the Customer, the Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of any security interest held by the Supplier.

4. Overdue amounts

- (a) Interest at the rate of 5% above the Reserve Bank of Australia cash rate must be paid by the Customer on any amount not paid by the Due Date or any amount dishonoured under a direct debit arrangement. The interest will be calculated daily and compounded monthly but in no circumstances will the interest charged exceed 20% per annum.
- (b) The Customer agrees to pay on a full indemnity basis all costs and expenses (including, but not limited to, legal costs on a full indemnity basis, administrative costs, commissions paid to any commercial or mercantile agent and any dishonour fees), incurred by the Supplier in connection with the recovery of overdue amounts and/or the enforcement of any of these Terms or any attempt by or on behalf of the Supplier to do either or both of those things or the securities or other documentation required hereunder or in relation to registering, maintaining or releasing any security interest, charge or caveat (including the cost of registering any financing statement or financing change statement). All such amounts are deemed a debt incurred by the Customer to the Supplier and must be paid within 3 Business Days after the receipt of an invoice for those amounts from the Supplier.

5. Guarantee

- (a) In consideration of the Supplier at the request of the Guarantors (being the undersigned signatories) agreeing to grant this trading facility or the Card to the Customer, the Guarantors hereby jointly and severally guarantee payment to the Supplier, without any deduction or set off whatsoever in law or in equity, of the price and taxes charged by the Supplier to the Customer for the supply of Products and Services (the **Price**) and the payment of all other sums which now or in the future may be or become owing (including contingently) by the Customer to the Supplier on any account whatsoever (whether such indebtedness or liability be present or future, actual or contingent, fixed or fluctuating, liquidated or unliquidated) or relating to any other third party dealings or arrangements (**Other Monies**). The Guarantors further guarantee the performance of the covenants and obligations of the Customer under this agreement.
- (b) The Guarantors agree to be bound by these Terms and any other accompanying additional terms and conditions as if they were the principal debtor. This is a continuing guarantee and irrevocable until the Supplier has been paid the entire Price and Other Monies. This guarantee may be enforced by the Supplier, its successors and assigns.
- (c) As a separate and independent agreement the Guarantors agree to indemnify and keep harmless the Supplier against any of the Price and Other Monies which is not paid by the Customer to the Supplier from time to time and against any losses, costs (including but not limited to legal costs on a full indemnity basis) or damages of whatsoever nature incurred by the Supplier as a result of the Customer failing to pay the Supplier the Price or Other Monies or in relation to registering, maintaining or releasing any security interest, charge or caveat (including the cost of registering any financing statement or financing change statement) or as a result of the failure or default of the Customer in the performance of their covenants and obligations contained under this agreement or under any other agreement between the Supplier and the Customer.
- (d) The Guarantors agree this guarantee and indemnity is a continuing and irrevocable security and will not be affected or in any way prejudiced by:-
 - (i) the Supplier granting any extension of time or other indulgence to or accepting a composition from or entering into other arrangements with the Customer or any other Guarantor or guarantors of the Customer;
 - (ii) the Supplier refusing further credit to the Customer;
 - (iii) the Supplier with or without the Guarantors' prior knowledge, varying the terms and conditions of the Customer's trading account with the Supplier (even if this increases the Guarantors' liability under this guarantee and indemnity);
 - (iv) by the release or discharge of any of the Guarantors or other guarantors of the Customer or if a guarantee is unenforceable against any one or more of the Guarantor or other guarantors;
 - (v) any collateral or other security and guarantee now or hereafter held by the Supplier and the Guarantors agree that the Supplier's rights under this guarantee and indemnity shall not be merged, discharged or substituted in any such other security and guarantee; or
 - (vi) any other fact, thing or event which could or might have the effect of prejudicing or discharging the Guarantors' liability.
- (e) The Guarantors certify that prior to the execution of this guarantee and indemnity the Guarantors had the opportunity to take independent legal advice in respect of its meaning and effect

6. Security

- (a) This agreement constitutes a security agreement for the purposes of the PPSA.
- (b) As security for the due and punctual payment and the performance of all obligations of the Customer owed to the Supplier, whether under these Terms or on any account whatsoever, the Customer and Guarantors:
 - (i) charge all of their legal and equitable interest (both presently existing and acquired in the future) of whatsoever nature in all real property interests held by the Customer or the Guarantors presently or acquired in the future; and
 - (ii) grants to the Supplier a security interest (as defined under the PPSA) over all present and after-acquired property of the Customer and the Guarantors in relation to which the Customer or the Guarantors can be a grantor of a security interest under the PPSA, whether or not the Customer or the Guarantors have title to the property, including but not limited to any debts owed to the Customer and the Guarantors and all PPSA retention of title property (as defined under section 51F of the *Corporations Act 2001* (Cth)).
- (c) The Customer and Guarantors irrevocably consent to the Supplier lodging a caveat on any conditions as the Supplier sees fit and at the Supplier's absolute discretion.
- (d) The Customer and the Guarantors agree, on request by the Supplier, to execute any documents and do all things reasonably required by the Supplier to perfect and/or render more effectual the enforceability of the charge and/or interest in clause 6(b).
- (e) The Supplier retains legal and equitable title in any Products supplied to the Customer until payment in full for or in connection with the supply of the relevant Products by the Supplier and

until all amounts owing to the Supplier on any account whatsoever have been paid in full by the Customer to the Supplier.

- (f) The Customer may sell or use such Products in a process in the ordinary course of the Customer's business notwithstanding that title to the Products remains with the Supplier.
- (g) All or any part of the Products the Customer sells or supplies to any purchaser or third party are sold or supplied by the Customer as fiduciary agent of the Supplier.
- (h) Without affecting or limiting any obligation to pay any amount to the Supplier, the proceeds of sale or supply of all or any part of the Products must be held by the Customer on trust for the Supplier and the Customer owes a duty to the Supplier to account for such proceedings until the Supplier has received payment in full for or in connection with the supply of such Products.
- (i) The retention of title in clause 6(e) is a grant by the Customer to the Supplier of a purchase money security interest (as defined under the PPSA) in respect of all present and after-acquired Products supplied to the Customer by the Supplier. The Customer must immediately, if requested by the Supplier, do all things required by the Supplier to ensure that the Supplier's purchase money security interest is a perfected security interest under the PPSA including, without limitation, signing any documents, and providing all necessary information.
- (j) The Customer and the Guarantors:
 - (i) agree that, to the extent permitted under section 115 of the PPSA, the following provisions of the PPSA do not apply: sections 95, 118, 121(4), 125, 127, 129(2), 130, 132, 134(2), 135, 136(5), 137, 142 and 143;
 - (ii) acknowledge that the Supplier may, at the Customer's or Guarantors' cost (whichever is applicable) register one or more financing statements in relation to any security provided in connection with the supply of Products or Services to the Customer under these Terms or any other document;
 - (iii) waive, if permitted under the PPSA, the Customer's or the Guarantors' (whichever is applicable) rights under section 157 of the PPSA to receive of any verification statement relating to the registration of any financing statement or any related financing change statement;
 - (iv) will not, without the prior consent of the Supplier, change the Customer's name or initiate any change to any documentation registered under the PPSA;
 - (v) must not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Products supplied or any proceeds from the sale of the Products or grant any other security interest in favour of any party until the Supplier has perfected its purchase money security interest and other security interests created under this agreement;
 - (vi) must not do or permit anything to be done that may result in the purchase money security interest or any other security interest granted to the Supplier ranking in priority behind any other security interest;
 - (vii) waive any right they may otherwise have to apply to a Court for an order concerning the removal of an accession under section 97 of the PPSA;
 - (viii) waive any right they may otherwise have to object to a proposal of the Supplier to dispose or retain any collateral under sections 130 and 135 of the PPSA.

7. Risk and Delivery

- (a) Risk in relation to the Products passes to the Customer on the earlier of delivery to the Customer or the Customer taking possession or control of possession of the Products whether by its employees, agents or contractors or otherwise.
- (b) If the Supplier has agreed to arrange transportation or shipping of the Products, risk in the Products passes immediately on delivery of the Products to the Customer's designated place of delivery by the Supplier or its agent or employee.
- (c) Any quotations of delivery times by the Supplier are made in good faith but as estimates and not commitments. The Supplier shall not be bound by any such estimate. Clerical errors or omissions by the Supplier, whether in computation or otherwise in any quotation, acknowledgment or invoice, shall be subject to correction.

8. Limitation of liability

- (a) The Customer may have the benefit of consumer guarantees under the Australian Consumer Law. Otherwise, all express or implied guarantees, warranties, representations, or other terms and conditions relating to these Terms not contained in these Terms are excluded to the maximum extent permitted by law.
- (b) Nothing in these Terms excludes, restricts or modifies any right or remedy or any guarantee or other term or condition implied or imposed by any legislation which cannot lawfully be excluded or limited (**Statutory Rights**).
- (c) Subject to the Supplier's obligations under the Statutory Rights, and to the maximum extent permitted by law, the maximum aggregate liability of the Supplier for all claims under or relating to these Terms or supply of Products or Services whether in contract, tort (including without limitation negligence), in equity, under statute, or on any other basis is limited as follows:
 - (i) the Supplier shall have no liability to the Customer for any Consequential Loss;
 - (ii) the Supplier's aggregate liability for Loss, however arising, is limited to payment of the price paid by the Customer to the Supplier for the Products or Services that gave rise to the Loss.
- (d) The Supplier will not be liable for failure or for any Loss resulting from or connected to the failure to supply or deliver the Products or Services caused by Force Majeure.

9. GST

If the Supplier has any liability to pay GST on any supply made under or in connection with the supply of Products or Services to the Customer, the Customer must pay to the Supplier an amount equivalent to the GST liability.

10. Termination

- (a) A party not in material breach of these Terms may terminate these Terms if:
 - (i) the other party is in material breach of these Terms which is not remedied 14 days after written notice by the party not in breach;
 - (ii) the other party is in material breach of these Terms and the breach cannot be remedied;
 - (iii) an Insolvency Event occurs to either party.
- (b) The Supplier may terminate these Terms and the supply of and Products and/or Services immediately without prior notice if:
 - (i) the Customer fails to perform any obligation in clauses 3 and/or 4 or is in default of any obligation owed to the Supplier for the payment of any amount of money howsoever arising and whether in connection with these Terms or otherwise; and/or
 - (ii) in the Supplier's reasonable opinion, the Customer is or becomes a credit risk to the Supplier or may not be able to pay any amount of money owing or which may become owing by the Customer as the payments become due.
- (c) Either party may terminate these Terms at any time by giving the other party 30 days written notice.
- (d) On termination of these Terms:
 - (i) Without limiting clause 4 and/or without prejudice to any other right or security of the Supplier, all money owing to the Supplier by the Customer immediately become due and payable;
 - (ii) The Supplier may enter any site where any Products which the Supplier retains legal and/or

equitable title of are stored or reasonably thought by the Supplier to be stored and take possession of those Products without being liable for trespass;

- (iii) The Supplier may appoint in writing any person or persons to be a receiver or receiver and manager of the property charged under clause 6 or any part of the charged property. The receiver so appointed shall be the agent of the Customer or Guarantor (whichever is applicable) and the Customer or Guarantor (whichever is applicable) shall be solely responsible for all acts and omissions by the receiver appointed under this clause and for the remuneration of the receiver. The receiver shall without the need for any consent on the part of the Customer or Guarantor (whichever is applicable) have all the powers conferred on a receiver under the *Corporations Act 2001* (Cth);
- (iv) The Supplier may exercise any other right or remedy available to it under the PPSA including to enforce the security interests created by this agreement.

11. Indemnity

The Customer shall fully indemnify and hold harmless the Supplier from all Loss (including legal costs on a full indemnity basis for bringing, defending or otherwise participating in any legal or other adjudicative proceedings) arising directly or indirectly from or in connection with:

- (a) a breach by the Customer of any provision of these Terms;
- (b) storage, handling and dispensing of any Products; or
- (c) the exercise or purported exercise by the Supplier of rights provided in clause 10(d).

12. Entire agreement

These Terms supersede all prior agreements, arrangements and undertakings between the parties and relating to the Products, Services and any credit provided by the Supplier to the Customer.

13. Assignment

The Customer shall not assign, whether in whole or part, the benefit of these Terms or any rights or obligations hereunder, without the prior written consent of the Supplier.

14. Governing law

These Terms shall be governed by and construed in accordance with the laws for the time being in force in Western Australia and the parties agree to submit to the exclusive jurisdiction of the courts and tribunals of Western Australia.

15. Variation, waiver and no merger

- (a) No waiver of any of the provisions of these Terms by the Supplier will be effective unless made in writing and signed by the Supplier.
- (b) No forbearance, delay or indulgence by the Supplier in enforcing the provisions of these Terms shall prejudice or restrict the rights of the Supplier, nor shall any waiver of those rights operate as a waiver of any subsequent breach.
- (c) The Supplier may vary these Terms at any time in its absolute discretion. No variation of any of these Terms will be effective unless the variation is in writing signed by the Supplier and 30 days' notice in writing of the variation is given by the Supplier to the Customer.
- (d) None of the provisions of these Terms will merge in or upon the execution of this or any other agreement, document, act, matter or thing and will continue to remain in full force and effect for so long as is necessary to give effect to the provisions of these Terms.

16. Delivery

It is the Customer's responsibility to provide uninhibited access to delivery sites. If in crossing or endeavouring to avoid any obstruction damage is caused to the obstruction or the Products being supplied by the Supplier, then the Customer agrees to indemnify the Supplier against all claims whatsoever for such damage. The Customer agrees that any price quoted by the Supplier for delivery of the Products by the Supplier was on the basis of uninhibited access being provided to the delivery site and in addition to any price quoted the Customer shall pay the price charged by the Supplier for any waiting time or time incurred by the Supplier in obtaining uninhibited access to the delivery site.

17. Variation in Information

Should there be any variation in the information supplied in this document concerning the Customer, the proprietorship of the Customer's trading name or a variation in the structure of the Customer's business (such as conversion to, or from, a trustee), the Supplier shall forthwith be notified in writing by the Customer by certified mail delivered to the Supplier's registered office. Unless such notification is given to the Supplier, the Customer and the Guarantors shall remain liable to the Supplier as though any Products or Services supplied by the Supplier prior to such notification were supplied to, or at the request of, the original Customer. The Customer and the Guarantors agree this agreement also binds the Customer and the Guarantors in relation to all Products and Services supplied to, or at the request of, the Customer as the proprietor (in whole or in part) or as agent of any business, and irrespective of whether the Customer supplied the Products and Services under the trading name of the Customer's business disclosed on the front page of this document.

18. Avoidance

If any payment made by, or on behalf of, the Customer to the Supplier shall subsequently be avoided at law or recovered by a liquidator or trustee in bankruptcy, such payment shall be deemed not to have discharged the Customer's liability and in such event the Supplier and the Customer shall be restored to the position in which each would have been had the payment not been avoided or recovered. The Guarantors agree to be liable to the Supplier for the payment so avoided or recovered.

19. Enforceability

If any part of this agreement becomes void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect. If this document and/or these terms and conditions and/or the further terms below are held to be a standard form small business contract then any clause or term which is deemed to be unfair pursuant to the Australian Consumer Law by any competent authority or the Courts, will be severed from this document and/or these terms and conditions and/or the further terms below.

20. Inconsistency

Where there is any inconsistency between these Terms and any prior or subsequent agreement between the Supplier and the Customer, any such prior or subsequent agreement shall be read down to the extent necessary to give full force and effect to these Terms

21. Trustee

The Customer and the Guarantors (as the case may be) warrant and agree that where they are, at the time of executing this document or at any time the Customer has credit with the Supplier, a trustee of any trust (the **Trust**):

- (a) to produce a stamped copy of the Trust deed (with all amendments) if and when requested by the Supplier;
- (b) that they have full power and authority to execute, or continue with their obligations under, this agreement on behalf of the Trust as they are doing so in their individual capacity and in their several capacity as trustee;
- (c) that they shall be bound by the terms and conditions of this agreement in their individual capacity, or further or alternatively, in their several capacity as trustee; and
- (d) that the assets of the Trust shall be available to meet payment of their obligations to the Supplier.