Motorcharge Application Form

Motorcharge Limited (ABN 33 008 962 132)
GPO Box 5342 Melbourne Victoria 3001
Ph: 1300 1300 62 Fax: 03 9274 9170

Sales Channel: MotorPoint

ACCOUNT DETAILS *(All applicants to complete relevant sections)*

Registered name (in full):

Business trading name:

Company ACN (if applicable): Company ABN:

Business Structure *Company, Partnership, Sole Trader, Trustee, Ltd Co, etc* GST Registered Yes ☐ No ☐

Parent Company Details *(if applicable)*:

Nature of Business:

Number of Vehicles: Number of Employees:

Trading address:

Postcode:

Postal address:

Postcode:

Contact name: Position:

Telephone number: ( ) Fax number: ( )

Email address:

Years with current owner: Expenditure Limit *(monthly)*: $

ANZICS/SIC No *(if known)*: WIC No *(if known)*:

GENERAL REQUESTS AND ACKNOWLEDGMENTS

The applicant or applicants named in this application (the "Applicant"):-

1. requests and authorises Motorcharge and ReD to open an account in the Applicant's name and to issue Motorcharge cards for use on the account to such persons as the Applicant may request;
2. acknowledges that the Company may approve this application and make an offer to the Applicant to provide the account to the Applicant on the terms set out in the Motorcharge Terms and Conditions of Account (which Motorcharge will supply to the Applicant when an account is opened) by opening an account in the Applicant's name;
3. acknowledges that any use or attempted use of a Motorcharge card (whether by the Applicant or any other person) will be taken as the Applicant's unconditional acceptance of the offer set out in paragraph 2 including, without limitation, acceptance of the Motorcharge Terms and Conditions of Account as governing the use and operation of the Applicant's account and any and all Motorcharge cards issued by Motorcharge for use on the account;
4. agrees to provide a copy of the Motorcharge Terms and Conditions of Account (as in force from time to time) to any person authorised by the Applicant from time to time to use a Motorcharge card;
5. represents and warrants that the information provided in this application is true, correct and complete;
6. acknowledges that the information provided in the application will be relied upon by Motorcharge in its decision whether to open an account for the Applicant and issue Motorcharge cards to persons requested by the Applicant's;
7. a mimimum business operating period may apply as part of account acceptance criteria; and
8. authorises Motorcharge to contact their bank, employer, trade references, accountant and landlord to verify and obtain details pertaining to this application.

I/We are duly authorised to sign on behalf of the applicant.

APPLICANT/AUTHORISED SIGNATORIES

Name:		Name:	
Position:		Position:	
Signature:	✗	Signature:	✗
Date:		Date:	

Payment by Credit Card

I/We authorise Motorcharge to debit on an ongoing basis the credit card detailed below with the Balance due in accordance with the Card Conditions of Use.

Credit card in the name of:

Credit card numbers: ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

Expiry date: ☐☐/☐☐ Card type: ☐ Visa ☐ Mastercard ☐ Bankcard

Authorised signature: ✗

FINANCIAL INFORMATION

provide a copy of your latest financial statements
(An audited Profit/Loss statement plus Balance Sheet or Annual Report)

Name of external accountant:

Telephone: ( ) Fax: ( )

Please notify your Accountant that we will be calling to discuss information pertinent to this application.

TRADE REFERENCES

Trade Reference 1 - Company Name:

Telephone: ( ) Fax: ( )

Trade Reference 2 - Company Name:

Telephone: ( ) Fax: ( )

ACCOUNT FEES:

Joining/Card issue fee: $ NO FEE

Monthly Card Fees: $ 6.00

All prices include GST. These fees are subject to variation from time to time. There is no entitlement to a refund or pro rata payment of any fees if an account is closed. A Billing Administration Fee of 1.3% applies to all payments. This is waived if you choose to pay by Direct Debit, Cheque, Direct Credit or B-PAY.

ADDITIONAL SERVICES:

Please provide me additional information on the following optional services:

☐ Quarterly Vehicle BAS Report ☐ FBT Assist (Fringe Benefit Tax)
☐ Roadside Assist ☐ Email Exception Alerts
☐ Secure Sentinel

PRIVACY ACT AUTHORISATIONS AND ACKNOWLEDGEMENTS

To be completed by the Applicants that are an individual, a sole trader or a partnership (all partners) and each director or officer of an Applicant that is a company or an incorporated body and any additional guarantors that do not fit any of the preceding categories.

I/We hereby:

(a) acknowledge that Motorcharge is allowed to give to a credit reporting agency personal information about me/us contained in the application or otherwise acquired by Motorcharge and which is permitted to be kept on a credit information file;
(b) agree, if and to the extent that Motorcharge does so in a manner and for purposes that conform with the Privacy Act 1988 (as amended) (the "Act"), to Motorcharge obtaining a consumer credit report containing information about me/us from a credit reporting agency, for the purpose of assessing an application for commercial credit made by me/us or by a company or other entity of which I am/we are an officer/officers;
(c) agree, if I am/we are signing this acknowledgement as a prospective guarantor, if and to the extent that Motorcharge does so in a manner and for purposes that conform with the Act, to Motorcharge obtaining a consumer credit report containing information about me/us from a credit reporting agency, for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by the Applicant(s);
(d) agree, if and to the extent that Motorcharge does so and in a manner and for purposes that conform with the Act, that Motorcharge may obtain a consumer credit report about me/us from a credit reporting agency for the purposes of collecting overdue payments relating to commercial credit provided to me/us or a company or other entity of which I am/we are an officer/officers;
(e) agree, if and to the extent that Motorcharge does so in a manner and for the purposes that conform with the Act, that Motorcharge may exchange information about me/us with any credit providers named in this application or named in a consumer credit report issued by a credit reporting agency:
(i) to assess an application for credit by me/us/a company or other entity of which I am/we are an officer/officers;
(ii) to notify other credit providers of a default by me/us;
(iii) to exchange information with other credit providers as to the status of this loan where I am/we are in default with other credit providers; or
(iv) to assess my/our credit worthiness, and I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Act;
(f) acknowledge that Motorcharge may produce this application or a reproduction of it as evidence of this application for these Motorcharge cards and of the General Requests and Acknowledgements;
(g) agree that Motorcharge may use my/our personal information for additional purposes including planning, product development and research;
(h) agree that unless I/we check the relevant box(es) beneath my/our signatures on this form, Motorcharge may provide me/us with marketing information including special offers for card holders;
(i) agree, if and to the extent that Motorcharge does so in a manner and for the purposes that conform with the Act, that Motorcharge may exchange information about me/us with my/our nominated referees;
(j) agree that Motorcharge may disclose to its related entities and service providers including bankers, electronic interface switch providers, roadside assist service providers, printers, insurance companies, mail houses, solicitors, auditors, professional advisers and debt recovery agents with whom Motorcharge has a contract such of the personal information as may be deemed necessary by Motorcharge to enable Motorcharge to manage the Applicant's account;
(k) acknowledge that if Motorcharge is unable to collect personal information about me/us, then Motorcharge may be unable to open or maintain any affected accounts;
(l) acknowledge that I am/we are aware that I/we can request a copy of any personal information held about us/me by Motorcharge from Motorcharge Ltd, (GPO Box 5342, Melbourne VIC 3001) free of charge.

Name:		Name:	
Position:		Position:	
Signature:	✗	Signature:	✗
Date:		Date:	

If you do not wish to receive marketing information, including special offers for card holders, tick here: ☐

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LLoyd Nicholls 11/07

Direct Debit Request

Request and Authority to debit the account named below to pay Motorcharge Ltd.

Request and Authority to Debit

Surname or Company:

Given names or ABN/ARBN:

("you")

Request and authorise Motorcharge Ltd (User ID 028031) to arrange for any amount Motorcharge Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below 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:

Postcode

Insert details of account to be debited

Name of Account:

BSB No: Account No:

Acknowledgement By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Motorcharge Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

Payment Details Debits will be made fourteen days after the issue of a billing advice

Insert Your Signature and Address

Before signing, read Direct Debit Request Service Agreement.

Signature:

✗ Date: / /

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

Full Name:

Capacity:

Address:

Postcode

Direct Debit Request Service Agreement

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 Motorcharge Ltd *you* have authorised by signing a *direct debit request.*

you means the customer who signed the *direct debit request.*

your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting *your account*

1.1 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.

1.2 We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 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. Changes by *us*

2.1 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. Changes by *you*

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on 1300 1300 62.

3.2 If you wish to stop or defer a debit payment you must notify us in writing at least three (3) working days before the next day. This notice should be given to us in the first instance.

3.3 You may also cancel your authority for us to debit your account at any time by giving us three (3) days notice in writing before the next debit day. This notice should be given to us in the first instance.

4. *Your* obligations

4.1 It 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.

4.2 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.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

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

5 Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 1300 62 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 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.

5.3 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.

5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

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

(c) 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

7.1 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.

7.2 We will only disclose information that we have about you:

(a) to the extent specifically required by law; or

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

8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:

Motorcharge Ltd
GPO Box 5342
Melbourne 3001

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.

8.3 Any notice will be deemed to have been received on the third banking day.

***Motor**charge card order form...*

Company or trading name to appear on all cards:

To prevent unauthorised access to your account please provide an alphanumerical password :

(max. 10 characters)

Driver name or make, model, colour of vehicle *Max. 20 character*	***Registration number*** *Max. 7 character*	***Usual monthly expenditure***	***Card type*** *(F, M or U)*

***F** - Fuel & Oil **M** - Fuel, Oil & Maintenance **U** - Unrestricted (All products)*