



**TO BE FILLED OUT IF A GAS ACCOUNT/TRADE ACCOUNT IS REQUIRED**

## BLACKSMITH JACKS – CREDIT APPLICATION FORM



Blacksmith Jacks  
Accounts Department  
PO Box 5697  
Mackay Mail Centre. Qld. 4741  
Ph (07) 4944 3200 Fax (07) 4944 3201

### Request and Authority to Debit – Automatic Deduction 15<sup>th</sup> Month (Bank Account/Credit Card)

Name or Company Name

ABN or ACN or ARBN

**1** Requests and authorises Blacksmith Jacks to debit through the Bulk Electronic Clearing System (where applicable) the account held at the financial institution below with any amount Blacksmith Jacks are entitled to debit or charge under the Agreement (see Contract Number below) including:

- outstanding invoice amounts: (As per customer terms)
  - Outstanding amounts due including rental as per your current terms, on the 15<sup>th</sup> day of the month until further notice, unless otherwise authorised under clause 4.2(c) of the Direct Debit Request Service Agreement
  
- any fees (including any applicable fees for information or other services provided, at your request, in relation to the Agreement or a transaction under it) and/or default interest charges as and when they become payable,

and any other amount you authorise us to debit under this authority, subject to the terms and conditions of the Direct Debit Service Agreement.

**2** Acknowledges that Blacksmith Jacks can amend the amount drawn under this authority in accordance with clause 2.1 of the Direct Debit Service Agreement.

#### Name of Financial Institution

Financial Institution Name

#### Details of Account to be Debited

Name of Account

BSB No

Account No

#### OR Credit Card Details

Card number

Name on Card \_\_\_\_\_

Expiry Date

#### Acknowledgment

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

**Your Signature and Address**

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

Date

Address

**Blacksmith Jacks Use Only**

Contract No

**Definitions**

*agreement* means this Direct Debit Request Service Agreement between *you* and *us*.

*business day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

*debit day* means the day that a direct debit is to be made under your *direct debit request* and this *agreement*.

*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 Blacksmith Jacks *you* have authorised by signing a *direct debit request*.

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

*your account* means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

*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* as authorised in the *direct debit request* or in accordance with clause 4.2(c) hereof.

**OR**

*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.

*Billing days will be the 15<sup>th</sup> day of each month, unless this falls on a non-business day, and it will be the next business day after the 15<sup>th</sup> of each month*

1.3 If the *debit day* falls on a day that is not a *business day*, *we* may direct *your financial institution* to debit *your account* on the following *business 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* written notice. *We* will give *you* at least 30 days prior written notice of the introduction of a new fee or charge. *We* will give *you* at least 14 days prior notice of any other change.

**3. Changes by you**

3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by telephoning Accounts – Blacksmith Jacks on (07) 49 443 200 at least five (5) business days before the next *debit day*.

3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least seven (7) days before the next *debit day*. *You* may also arrange this through *your financial institution* but *you* should still advise *us* in writing.

3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* seven (7) days notice in writing before the next *debit day*. *You* may also arrange this through *your financial institution* but *you* should still advise *us* in writing.

#### **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* and this *agreement*.
- 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 (including interest) imposed or incurred by *us*; and
  - (c) *you* authorise *us* to resubmit any request to *your financial institution* to debit *your account* every seven (7) days, for a maximum of four (4) attempts, until sufficient clear funds are available in *your account* for *us* to process the *debit payment* subject to clause 4.2 (a) & (b) hereof.
- OR**
- you* must arrange for the *debit payment* to be made by another method.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.
- 4.4 If *we* are liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay *us* on demand an amount equal to the GST exclusive 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 by telephoning **(07) 49 443 200** 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 this up with *your financial institution*.
- 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.

#### **6. Accounts**

- 6.1 Before completing your *direct debit* request, *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* 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. Replacement of Previous Agreements**

- 8.1 This *agreement* supersedes and replaces all prior *direct debit request* service agreements which have no further force or effect in relation to facilities to which this *direct debit request* applies.

#### **9. Notice**

- 9.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to
- BLACKSMITH JACKS  
PO BOX 5697  
MACKAY MC QLD 4741**
- 9.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 9.3 Any notice will be deemed to have been received two *business days* after it is posted.

#### **10. Code of Banking Practice**

- 10.1 *We* have adopted the Code of Banking Practice and relevant provisions of the Code may apply to this *agreement* and the *direct debit request*, if *you* are an individual or a small business customer (as defined by the Code). *You* may obtain from *us* on request general descriptive information concerning *our* banking services.

**TO BE FILLED OUT IF A TRADE ACCOUNT IS REQUIRED**

I/We make application on my / our / the Company's behalf to open a Credit Account with Blacksmith Jacks (ABN 44 115 803 659) (hereinafter called "the Seller") for the supply of products and services on credit in accordance with the Terms and Conditions of Supply of the Seller

Bank Details

Name of Trading Bank \_\_\_\_\_ Branch \_\_\_\_\_

Bank Account Name \_\_\_\_\_ BSB No. \_\_\_\_\_ Acc No. \_\_\_\_\_

Estimated Monthly Purchases/Credit Limit Required: \$ \_\_\_\_\_

**Trade References (Major Suppliers) / Personal References for Sole Traders:**

NAME and ADDRESS	FAX NO.

**(Please read and sign below:)**

I / We certify that all information given on this application is true at this date and given on the understanding that you shall rely on it when considering this application.

I / We give our approval for any necessary searches to be carried out for the purpose of assessing me/us, the applicant(s), in order to assess extending credit facilities and / or hold possession of gas dispensing equipment, title which remains the property of Coregas.

I / We agree to abide by the Blacksmith Jacks' Terms and Cylinder Rental Conditions of Supply as per back of each delivery docket

**I / We (The Buyer) agree to pay Cash/Credit Card for goods supplied by (The Seller) upon receiving goods, unless a Trade Account has been approved.**

If goods are not paid for in set period, Blacksmith Jacks will at 45 days, place account on hold with no further deliveries made until payment has been made. At 60 days after the end of month the debit will be placed in the hands of our Debit Collection Agency, with a 25% surcharge on top of amounts outstanding.

Blacksmith Jacks remains the owner of the goods until paid in full, reserving the right to collect goods from the customers premises if they have not been paid for, and the cylinders remain property of Coregas at all times.

I/ We agree to advise Blacksmith Jacks of any change of address, and any personal details while in the possession of gas cylinders hired from Blacksmith Jacks.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title or Position \_\_\_\_\_

Office use

ACCOUNT APPROVAL			
CASH ONLY	<input type="checkbox"/>	7 DAYS	<input type="checkbox"/>
		14 DAYS	<input type="checkbox"/>
			30 DAYS <input type="checkbox"/>
APPROVED BY	_____		DATE _____
SIGNED	_____		