

CUSTOMER SERVICE AGREEMENT

1. Definitions

ACCOUNT means the account held at your Financial Institution from which CRF is authorised to arrange for funds to be debited.

AGREEMENT means this Direct Debit Agreement between you and City & Regional Fuels.

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 the payment by you to City & Regional is due.

DEBIT PAYMENT means a particular transaction where a debit is made.

DIRECT DEBIT REQUEST means the Direct Debit Request between CRF and you.

CRF means Palmwood Holdings Pty Ltd ABN 26 356 037 256 trading under the registered business name City & Regional Fuels.

YOU means the customer who accepted the Direct Debit request.

YOUR FINANCIAL INSTITUTION is the institution where you hold the account that you have authorised CRF to arrange a debit.

2. Debiting your Account

- 2.1 By accepting a Direct Debit Request you have authorised CRF to arrange for funds to be debited from your Account.
- 2.2 CRF will arrange for funds to be debited from your Account for amounts owing by you to City & Regional Fuels.
- 2.3 If the Debit day falls on a day that is not a Business day, City & Regional will debit your Account on the following Business day.

3. Changes by City & Regional Fuels

- 3.1 CRF may
 - a) Vary any details of this Agreement or a Direct Debit Request at any time; or
 - b) Terminate a Direct Debit request and arrange with you alternate payment method, by giving you at least fourteen (14) days written notice.

4. Changes by You

- 4.1 If you wish to defer a Debit payment please contact our office on 9725 6500 at least five (5) business days before the next Debit day.

5. Your obligations

- 5.1 It is your responsibility to:
 - a) Ensure that there are sufficient clear funds available in your Account to allow a Debit payment to be made on the Debit Day in accordance with the Direct Debit Request.
 - b) Ensure that the authorisation given to draw on your Account is identical to the account signing instruction held by your Financial Institution;
 - c) Advise City & Regional Fuels if your account is transferred or closed; and
 - d) Arrange a suitable alternative payment method if the drawing arrangements are cancelled either by you or your Financial Institution.
- 5.2 if there are insufficient funds in your Account to meet a Debit Payment or the Direct Debit request fails meet the requirements of your Financial Institution:
 - a) You may be charged a fee and /or interest by your Financial Institution.
 - b) You may also incur a \$15 dishonour fee by City & Regional Fuels; 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 date so that can CRF can process the Debit payment.
- 5.3 You should check your Account statement to verify that the amounts debited from your Account are correct.
- 5.4 If any GST is imposed on a supply made under this agreement, then you agree to pay an amount equal to the GST payable on or for the supply.
- 5.5 You agree to indemnify CRF and to keep CRF indemnified against all claims, demands, actions, suits and proceedings whatsoever against CRF or any of its employees, contractors or agents arising out of or in connection with your instruction in the Direct Debit Request.

6. Confidentiality

- 6.1 CRF will keep any information (including your Account details) in your Direct Debit Request confidential.
- 6.2 City & Regional will only disclose information that we have about you;
 - a) To the extent specifically required by law; or
 - b) For the purpose of this Agreement (including disclosing information in connection with any query or dispute referred to in Clause 7.)

7 Disputes

7.1 If you believe there has been an error in debiting your Account, you should notify CRF directly on 9725 6500 as soon as possible so that CRF can resolve your query more quickly.

7.2 If CRF concludes as 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 accordingly. CRF will also notify you in writing of the amount by which your Account has been adjusted.

7.3 If CRF concludes as result of our investigations that your Account had not been incorrectly debited we will respond to your query by providing you with a reasons and any evidence for this finding.