

account application

The Organisation

(TICK ONE) Company Partnership Individual Sole Trader Government Department

Organisation Name			
Trading Name			
ABN		Phone	
Web		Fax	
Street Address			
Suburb		State / Postcode	/
Postal Address			
Suburb		State / Postcode	/

The People

Authorised Representatives - Contact for Accounts, Bookings and Queries			
Name	Email	Mobile	Phone

Passengers			
Name	Email	Mobile	Phone

As an Authorised Representative of the above named organisation, I hereby confirm that the contents of this form are correct and that I am authorised to and that I agree to the Terms and Conditions of Green Tomato Cars Pty Ltd.

Name: _____ Signature: _____ Date: ____ / ____ / ____

The Terms & Conditions

1. Contractual terms and conditions

1.1 This completed form, sent to Green Tomato Cars Pty Ltd ('greentomatocars') is an offer by the person or company first named (the 'Customer') on the front side of this application form (or the online version of it, as the case may be) (the 'Application Form') to enter into a contract with greentomatocars for the provision of its services on an account basis. A contract will be concluded only upon issue by greentomatocars to the Customer of written confirmation that the application has been accepted.

1.2 greentomatocars reserves the right in its absolute discretion, and without giving reasons, to reject this application and to decline to enter into a contract.

1.3 A contract shall only be concluded on the terms and conditions contained on the front and rear of this form. The contract shall be personal to both parties and absolutely non-assignable.

1.4 The Customer shall notify greentomatocars of any change in the particulars shown overleaf. Alterations take effect on the date shown in a confirmation notice issued by greentomatocars to the Customer.

2. Bookings

2.1 No bookings will be accepted by greentomatocars unless the Customer's PIN (Personal Identification Number) is quoted. greentomatocars is entitled to assume that any person who correctly quotes the Customer's name and PIN has authority to make the booking on behalf of the Customer. The Customer is solely responsible for safeguarding the confidentiality of such information and shall be liable for the cost of all bookings made by any such person whether or not in fact authorised by it.

2.2 greentomatocars may in its absolute discretion without liability and without giving reasons refuse to accept any booking.

2.3 All accepted bookings are confirmed at the time of the booking. The Customer is liable for all charges incurred from the time when the vehicle is assigned to the booking until completion of the assignment or sooner cancellation. In the event of cancellation by the Customer or passenger(s), the Customer is also liable for the cancellation charges detailed in the price list then applicable (the 'Price List') and a copy of which is available on request from greentomatocars. The liability of greentomatocars in the event of cancellation by it is set out at 4.4.

3. Charges

Charges will be made on the basis of the Price List. The rate of each charge shall be fixed and revised by greentomatocars from time to time entirely at its discretion. Upon any change in charges the Customer will be sent a copy of the revised Price List indicating the date on which the new charges take effect. Items and bases of charging include:

3.1 A minimum fixed charge for every hiring.

3.2 A charge for waiting time over a set threshold.

3.3 GST as appropriate. These and other charges are set out in the Price List.

4. Extent of greentomatocars' Liability

4.1 Any quoted pick up or journey times are best estimates only and whilst it uses all reasonable efforts to convey passenger(s) to their destinations in the shortest possible time, greentomatocars shall have no liability if a pick up or journey time exceeds any estimate given or otherwise exceeds the Customer's or the passenger(s)' expectations for whatever reason nor shall greentomatocars have any other liability to the Customer or the passenger(s) in connection with the time at which the passenger(s) reach or fail to reach the destination.

4.2 greentomatocars shall have no liability for any damage, loss, costs claims or expenses (whether foreseeable or not) incurred or suffered by the Customer or the passenger(s) (other than in the event of death or personal injury) by virtue of eventualities or occurrences acts or omissions including on the part of the driver outside of the reasonable control of greentomatocars.

4.3 It shall be for the Customer and/or the passenger(s) to ensure that valuable, unusual or any other items are covered by appropriate insurance. greentomatocars cannot entertain any claim for loss of or damage to any such items.

4.4 If greentomatocars cancels a booking it shall have no liability to the Customer or intended passenger(s) if it has used reasonable endeavours to fulfil the booking and to notify the Customer of the cancellation. In such an event, greentomatocars may, with the Customer's consent, arrange for an alternative car service provider to fulfil the booking on its behalf.

4.5 Any claim or complaint shall be notified by the Customer to greentomatocars within one month of the date of the relevant booking or, if later, the first date on which the Customer became aware of (or should have become aware of) the matter.

5. Payment

5.1 Invoices are issued fortnightly to the address and relevant person indicated on the Application Form. Each invoice only covers bookings up to the date stated on it.

5.2 Settlement in full is due 7 days from the invoice date.

5.3 greentomatocars reserves the right to charge interest on unpaid accounts at the RBA Cash Rate plus 5% accruing on a daily basis and compounded on a six-monthly basis from the due date until full settlement.

5.4 The Customer shall pay to greentomatocars any reasonable expenses (including those charged by any debt collection agency) together with all legal and court costs incurred in the collection of any overdue payment and the minimum charge in this respect shall be \$10.

5.5 Pre-authorised payment can be set up by direct debit using the direct debit mandate provided with this application form.

5.6 Queries must be notified in writing to greentomatocars within 10 days of receipt of the invoice after which date the Customer shall not be entitled to dispute the amount shown save for manifest or gross error.

6. Termination of Account

6.1 The account is terminable by either party in writing on seven days' notice at any time without any reason being given and may also with immediate effect be terminated by greentomatocars without notice at any time if any amount is due and unpaid by the Customer. 6.2 Upon termination of the account for whatever reasons all sums payable to or chargeable by greentomatocars, or otherwise appearing on the Customer's account, shall become immediately due and payable in full if not already due and payable.

7 Privacy

The Privacy Act allows the following information about the Customer ("you") to be disclosed: -details to identify you -the fact that you have applied for credit and the amount or that we are a current credit provider to you -advice that payments previously notified as unpaid are no longer overdue -payments overdue for at least 60 days and for which collection action has started, and -the fact that credit provided to you by us has been paid or otherwise discharged.

7.2 We may: obtain information about your credit worthiness or a credit report containing personal or commercial credit information about you from a credit reporting agency or other business that provides it; and -exchange the information listed above about you with any credit reporting agency.

7.3 Information, including but not limited to a credit report or any other information having a bearing on your credit worthiness, credit standing, credit history or credit capacity may be exchanged or disclosed to other persons as listed below.

7.4 We may exchange that information described in the paragraph above about you to with all credit providers named in this application or that may be named in credit reports issued by a credit reporting agency.

7.5 You need not give us any of the personal information requested in the application form or any other document or communication relating to the account applied for. However, without this information, we may not be able to process the application or provide you with an appropriate level of service.

7.6 You may request access at any time to personal information held by us about you and ask us to correct it if you believe it is incorrect or out of date.

7.7 We use your personal information to: - process the application; - administer and manage the account, and - facilitate our internal business operations.

7.8 We may disclose your personal information in the following circumstances: - to any referee nominated by you; - to our external service providers that provide services for the purposes only of our business, on a confidential basis - if you request us to do so or if you consent (for example for a direct debit) or where the law requires or permits us to do so.

7.9 We may also use your personal information to inform you of products and services provided by us, or by our associates which we consider may be of value or interest to you, unless you tell us not to.

7.10 By submitting this application you authorise us to collect, maintain, use and disclose your personal information in the manner set out in this privacy statement. By completing the application form, you undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

8. Alteration to these Terms & Conditions

greentomatocars reserves the right to alter or vary these terms and conditions in any respect at it's absolute discretion upon notifying the Customer of the relevant alterations and of the date upon which such alterations take effect.

9. Applicable Law Australian law applies.

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 (and includes any form PD_C approved for use in the transitional period)
Transitional Period means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding calendar months from that date.
us or we means [name of Debit User], (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 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
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 72 9998.
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. 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 seven (7) 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 Green Tomato Cars 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 Green Tomato Cars Pty 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 72 9998 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 Green Tomato Cars Pty Ltd.
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 after posting