

# Marine Voyager Fuel Card Account Application Form

## ELIGIBILITY CRITERIA

Before beginning this application, please ensure you meet the following eligibility criteria	A registered Australian Business Number (ABN)
	Purchase a minimum of 12,000 litres per annum If you purchase less than this amount, you may be subject to a \$300 administration fee p.a

## GETTING STARTED

### YOUR CHECKLIST *(Please use this checklist to ensure all required documentation is completed)*

What you will need to successfully complete this form	Australian Business Number (ABN)	<input type="checkbox"/>
	Bank account details	<input type="checkbox"/>
	A copy of your latest Annual Report OR A copy of your Balance Sheet and Profit & Loss Statement	<input type="checkbox"/>
Please ensure you have signed where you see this symbol <sup>1</sup>		
	Section 4: Payment	<input type="checkbox"/>
	Section 6: Guarantee and Indemnity <i>(does not apply to Sole Trader, Partnership or Publicly Listed Ltd Company)</i>	<input type="checkbox"/>
	Section 8: Declaration of Purpose and Privacy	<input type="checkbox"/>

## ENTITY TYPE

## SECTIONS & SIGNATURE REQUIREMENTS

<b>PTY LTD COMPANY &amp; LTD COMPANY</b> If there are more than two directors, please photocopy the Guarantee and Indemnity page – Section 6.	<b>Complete Sections 1-6</b> <b>Section 6</b> – All directors must sign <b>Section 8</b> – Minimum 2 directors must sign/1 if sole director
<b>PUBLICLY LISTED LTD COMPANY</b>	<b>Complete Sections 1-6</b> <b>Section 6</b> – Not required <b>Section 8</b> – Required - authority to sign, (contact Viva Energy to confirm requirements)
<b>SOLE TRADER</b>	<b>Complete Sections 1-6</b> <b>Section 6</b> – Not required <b>Section 8</b> – Must be signed by the Sole Trader
<b>PARTNERSHIP</b>	<b>Complete Sections 1-6</b> <b>Section 6</b> – Not required <b>Section 8</b> – All partners must sign
<b>INCORPORATED ASSOCIATION</b> Please provide a copy of the Certificate of Incorporation and list of committee members.	<b>Complete Sections 1-6</b> <b>Section 6</b> – All committee members must sign <b>Section 8</b> – All committee members must sign
<b>TRUST</b> All directors of the trust must sign.	<b>Complete Sections 1-6</b> <b>Section 6</b> – All directors of the Trust must sign <b>Section 8</b> – Minimum 2 directors of Trust must sign/1 if sole director
<b>OTHER</b> Further details may be required.	<b>Complete Sections 1-6</b> <b>Section 6</b> – Viva Energy to advise requirements <b>Section 8</b> – Viva Energy to advise requirements

**NOTE: Witnesses must not be a director of the company or Viva Energy employees and must be over 18 years old. Persons cannot cross-witness an application.<sup>1</sup>**

## CONTACT INFORMATION

If you require any assistance please feel free to contact:	<b>Marine Team</b>  <a href="mailto:Marine-Enquiries-AU@vivaenergy.com.au">Marine-Enquiries-AU@vivaenergy.com.au</a>  <b>1300 038 382</b>
Please return your completed Marine Voyager Fuel Card Application by post or by email to:	<b>Viva Energy Australia Pty Ltd</b> Attn: Marine Customer Solutions GPO Box 872 Melbourne Victoria 3001  <a href="mailto:Marine-Enquiries-AU@vivaenergy.com.au">Marine-Enquiries-AU@vivaenergy.com.au</a>

## SECTION 1: Contact Details *(This should be the person Viva Energy may contact regarding this Application – must be completed in full)*

Title*	First Name*	Surname*
Job Title*	Contact Number*	
Email Address*	Mobile Number	

## SECTION 2: Applicant Details *(must be completed in full)*

Legal entity name <sup>1</sup>			
Trading name			
Main business activity			
Business type*	<input type="checkbox"/> Proprietary Limited <input type="checkbox"/> Trust <input type="checkbox"/> Government	<input type="checkbox"/> Limited Company (unlisted) <input type="checkbox"/> Publicly Listed Limited Company <input type="checkbox"/> Other (ie unincorporated)	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership
ABN*	<input type="text"/>		
International Company Registration Number	<input type="text"/>		
Trading Address* <i>(cannot be a Post Office Box No)</i>	City/Town		Postcode
Postal Address* <input type="checkbox"/> Same as Trading Address	City/Town		Postcode
Financial Controller* <input type="checkbox"/> Same as Applicant (Section 1)	First Name		Surname
	Job Title		Contact Number
	Email Address		Mobile Number

## SECTION 2a: Applicant details *(must be completed by Sole Trader or Partnership) Please provide copy of Drivers Licence (both sides)*

Sole Trader or Partner 1*	First Name	Middle Name	Surname
	Driver's Licence Number		Date of Birth <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Partner 2*	First Name	Middle Name	Surname
	Driver's Licence Number		Date of Birth <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Partner 3	First Name	Middle Name	Surname
	Driver's Licence Number		Date of Birth <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

NOTE: Fields with an asterisk (\*) are mandatory.

1. The legal entity name is the name of the corporate entity or individual(s) which is proposed to be the holder of the Marine Account. It may be different to the Applicant's business name or trading name or trust name.

### SECTION 3: Marine Account Administration Options

Payment terms will be 14 days from transaction date. Invoices will be sent daily (subject to Viva Energy credit approval)

Invoice email address*		
Name	First Name	Surname

### SECTION 4: Payment - Direct Debit

#### Bank Account *(must be completed in full)*

Name of your Financial Institution*		
Branch*		
Company, Surname or Business name of account*		
Account type*	<input type="checkbox"/> Savings    OR <input type="checkbox"/> Cheque	
BSB number*	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	Account number* <input type="text"/>

**If bank account is in joint names, all signatures are required to sign this Application.\***

*I/We acknowledge that this direct debit arrangement is governed by the terms of the Conditions of this Authority to Accept Direct Debit which is incorporated in the Voyager Fuel Card Terms and Conditions of Use Clause 17.\**

 Signature	Print name	
	Position	Date
 Signature	Print name	
	Position	Date

### SECTION 5: Customer Details for Marine Voyager Fuel Card *(This should be the person responsible for authorizing Fuel Cards)*

Customer / Account name*		
Account short name (maximum 24 letters)* <i>This is the name that will appear on ALL of your cards</i>	<input type="text"/>	
Cards focal point/ Contact name		
Contact number*	<input type="text"/>	
Email*		
Office number*	<input type="text"/>	
Mobile number	<input type="text"/>	
Cards mailing address if different to main account address	Suburb	Postcode

NOTE: Fields with an asterisk (\*) are mandatory.

**SECTION 5a: Order your Voyager Fuel Card** *(if you would like more than one card, please provide details for each vessel)*

No. Card Details

	Vessel Name (maximum 20 characters)* <i>This will appear on the front of each card</i>	Vessel Registration Number	Diesel	Premium Unleaded 95
1				
2				
3				
4				
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6				
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29				
30				
31				

NOTE: Fields with an asterisk (\*) are mandatory.

**SECTION 5a: Order your Voyager Fuel Card** *(If you would like more than one card, please provide details for each vessel)*

No. Card Details

	<b>Vessel Name</b> (maximum 20 characters)* <i>This will appear on the front of each card</i>	<b>Vessel Registration Number</b>	<b>Diesel</b>	<b>Premium Unleaded 95</b>
32				
33				
34				
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38				
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60				
61				
62				

NOTE: Fields with an asterisk (\*) are mandatory.

**SECTION 6: All Monies Personal Guarantee & Indemnity** *This Guarantee and Indemnity must be completed if the Customer is a Company or Trust*

**NOTE:** the signing of this Guarantee & Indemnity by each Guarantor must be witnessed by an individual over 18 years of age who is not a director, partner, owner or responsible officer of the Customer.

**COMPANY:** all directors of the Customer must sign this Guarantee & Indemnity. If there are more than two directors, please photocopy this page, obtain the additional signatures and attach to this Application.

**TRUST:** all directors of the Trust must sign this Guarantee & Indemnity. In the case of a trustee that is an individual, that person must sign this Guarantee & Indemnity. Please provide a copy of the Trust Deed.

**INCORPORATED ASSOCIATION:** all committee members must sign this Guarantee & Indemnity. Please provide a copy of the Certificate of Incorporation. Please contact VIVA ENERGY AUSTRALIA LTD (ABN 46 004 610 459) if you are not sure who the appropriate signatories should be. In consideration of VEA having agreed at my/our request to:

- (a) supply goods and services; and/or carry out work for, and/or supply materials or services to;
  - (b) advance monies to or provide trade credit in the form of a credit facility (whether via the use of a VIVA ENERGY AUSTRALIA LTD Identifier Card or otherwise); and/or the Customer named on the Account Application to which this Guarantee and Indemnity is attached (the "Customer"), or any other person at the Customer's request, I/ we, the parties named as Guarantor(s) below, together with each of my/our executors, administrators, successors and assigns, (the "Guarantors"), unconditionally undertake and agree with VIVA ENERGY AUSTRALIA LTD (ABN 46 004 610 459) as follows:
1. I/we unconditionally and irrevocably guarantee to VEA:
    - (a) The due and punctual payment of all moneys owing to VEA from time to time by the Customer on any account, whether charged to the account by the Customer or any other person, whether any credit limit set by VEA has been amended or exceeded, and whether the payment obligation arises before or after the date of signing below; and
    - (b) the due and punctual performance and observance of all the Customer's obligations to VEA in connection with the account (including the obligation to avoid negligence and other tortious conduct), whether the performance obligation arises before or after the date of signing below. The obligations in subclauses (a) and (b) are together referred to herein as the "Obligations".
  2. If the Customer defaults in making due payment of any moneys owing to VEA at any time, I/ we agree to pay to VEA the sum of those outstanding moneys on demand, irrespective of whether I/we had notice of any default by the Customer.
  3. I/we unconditionally and irrevocably indemnify VEA against all loss, damage, costs and expenses suffered or incurred by VEA as a result of the non-payment of all or any part of any moneys owing by the Customer to VEA and any other failure by the Customer to observe and perform the Obligations.
  4. My/our obligations as Guarantor(s) under this Guarantee are primary obligations. VEA is not obliged to proceed against or enforce any other security or any other right against the Customer before it is entitled to enforce this Guarantee.
  5. My/our obligations and liability under this Guarantee will not merge, and will remain valid and effective, notwithstanding any judgment obtained against the Customer.
  6. This Guarantee is a continuing Guarantee and will remain in full force and effect notwithstanding that there may at some time or times be no monies owing to VEA by the Customer, and this Guarantee will not be deemed to be wholly or partially discharged by the payment of any sums owing to VEA by the Customer. I/we will not be entitled to discontinue or terminate this Guarantee without VEA's prior written approval.
  7. This Guarantee will not be affected or discharged by the granting by VEA to the Customer of any time, indulgence or other waiver, neglect, consideration or transaction whereby my/our liability as Guarantor(s) would, but for this provision, have been affected or discharged.
  8. My/our obligations as Guarantor(s) under this Guarantee will not be deferred or postponed by reason of a sequestration order, by the appointment of any official manager, receiver or administrator of the Customer, by any winding-up order or any other order, or by any statutory provision having the effect of restricting or deferring claims against the Customer by its creditors.
  9. Until all liabilities of the Customer to VEA have been fully paid and satisfied, I/we will not prove or attempt to prove any debt against the Customer or claim any dividend upon a sequestration order or other order or statutory provision having the effect of restricting or deferring claims against the Customer by creditors, if such proof or attempted proof or claim might have the result of reducing any dividend or payment to which, but for such proof or claim, VEA would be entitled.
  10. All moneys payable under this Guarantee must be paid to VEA without deduction, set-off or counterclaim.
  11. A written statement signed by VEA (or any person stated to be an authorised officer of VEA) setting out the amount owing by the Customer or any Guarantor to VEA will be conclusive evidence of the amount that is owing by the Customer or Guarantor to VEA.
  12. I/we agree to pay to VEA all costs (including legal costs), charges and expenses incurred by VEA in relation to any action taken by VEA in respect of this Guarantee.
  13. I/we acknowledge having read, understood and agreed to the Privacy Declaration set out on page eleven (11) of this Application and, in particular, agree that VEA may obtain from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as guarantor(s) for credit applied for, or provided to, the Customer.
  14. Where there is more than one party named as Guarantor below, this Guarantee will bind each of us jointly and severally.
  15. A reference to Viva Energy or VEA in this Guarantee includes all of VEA's affiliates and assigns. An affiliate of VEA includes its related body corporates as defined in the Corporation Act 2001 (Cth).
  16. I/we acknowledge having been given the opportunity by VEA to seek independent legal and financial advice prior to signing this Guarantee.
  17. This Guarantee is governed by the laws in force in the State of New South Wales, and I/ we hereby submit to the jurisdiction of the Courts of that State in relation to any action relating to this Guarantee or otherwise.

**This Guarantee is signed, sealed and delivered as a Deed by the Guarantor(s) this                      day of                      20                      As witnessed by:**

  Signature	Title of Guarantor                      Full name of Guarantor                      DOB  Private address (Guarantor)                      Date	
  Signature	Title of Witness                      Full name of Witness                      DOB  Private address (Witness)                      Date	
in relation to certain trading arrangements made between VEA and the Customer:		Legal Entity Name

## SECTION 7: Viva Energy Voyager Fuel Card Terms and Conditions

### 1. Acceptance of Voyager Fuel Card Terms and Conditions

The Customer agrees to be bound by these VIVA ENERGY AUSTRALIA LTD Terms & Conditions for any order of supply placed with VEA for Goods, or any credit facility provided by VEA to the Customer. The Viva Energy Australia Terms and Conditions for Sale are set out below. VEA reserves the right to change the Viva Energy General Terms and Conditions for Sale at any time. The Customer's terms and conditions of purchase (including any conditions on the Customer's purchase order) are excluded. These VEA Terms & Conditions shall apply on an individual order basis only and shall not be construed as conferring an ongoing relationship or term contract between the Customer and VEA. VEA has no obligation to accept any order from the Customer and (unless expressly agreed to the contrary) the Customer has no obligation to place orders with VEA.

### 2. Definitions

**'Application'** means the application form executed by or on behalf of the Customer and provided to VEA in respect of the supply of Goods.

**'Applicant'** means the person or company or other body who is wholly responsible and liable for any account opened in the Applicants name.

**'Business Day'** means any day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

**'Goods'** means any goods or services which VEA has agreed to supply to the Customer.

**'VEA'** means VIVA ENERGY AUSTRALIA LTD (ABN 46 004 610 459)

**'Product Temperature'** means any fuel purchased will be charged at the ambient temperature

**'Authorised User'** means a person authorised by the Customer to use the Customer's Voyager Fuel Cards and is deemed to be an agent of the Customer.

**'Customer'** means the partnership, firm, body corporate or other person named in the Application applying for the Voyager Fuel Card.

**'General Voyager Fuel Card Terms and Conditions'** means these General Voyager Fuel Card Terms and Conditions contained in this Application as amended from time to time and the Customer's Application, together with any other terms relating to the Voyager Card scheme or the Customer's Voyager Fuel Card account contained in written correspondence from Viva Energy.

**'Fuels'** means Diesel and Premium Unleaded 95 nominated by Viva Energy from time to time as available on the Customer's Voyager Fuel Card at Nominated Premises.

**'Nominated Premises'** means premises nominated by Viva Energy from time to time as Voyager Fuel Card merchants.

**'Nominated Vessel'** means a vessel nominated by the Customer for a Voyager Fuel Card in the card order form in the Application or by the Customer in writing.

**'Nominated Vessel Voyager Fuel Card'** means a Voyager Fuel Card for use with a Nominated Vessel, the Vessel Registration Number of which is recorded on the Voyager Fuel Card, together with the Customer's name and the Viva Energy identifying number.

**'Personal Information'** has the meaning given in the Privacy Act 1988 (Cth).

**'Personal Voyager Fuel Card'** means a Voyager Fuel Card for use by a specified Authorised User, whose name is recorded on the Voyager Fuel Card, together with the Customer's name and the Viva Energy identifying number.

**'Product'** means Diesel and Premium Unleaded 95

**'Voyager Fuel Card'** means all Voyager Fuel Cards issued to the Customer by Viva Energy.

**'Voyager Fuel Card Terms and Conditions'** means the terms and conditions contained in Section 7 of this Application and any other terms expressly incorporated by Section 7 of the Application.

**'Vessel Registration Number'** means the vessel registration number or any other number requested by the Customer and agreed to by Viva Energy.

**'Viva Energy'** means Viva Energy Australia Ltd (ABN 46 004 610 459).

Unless the context requires otherwise singular words include plural and vice versa, person includes a company and vice versa and all references to a clause are to a clause in these General Voyager Fuel Card Terms and Conditions. Headings are for convenience only. All references to money are to Australian currency.

### 3. Voyager Fuel Card

If Viva Energy accepts the Customer's application pursuant to the Application, Viva Energy may issue a Voyager Fuel Card to the Customer for each: (a) Nominated Vessel; or (b) Authorised User, to obtain Product at Nominated Premises. However, Viva Energy may elect, at any time in its absolute discretion, not to issue a Voyager Fuel Card or a particular type of Voyager Fuel Card for a Nominated Vessel or Authorised User.

The customer represents and warrants that Diesel and Premium Unleaded 95 purchased under this agreement as Goods will be solely used as fuel in vessels.

### 4. Supply of Product

(a) If a valid Voyager Fuel Card is presented, supplies of Product will be made available to the Customer at the Nominated Premises, subject to any transaction limits set by Viva Energy from time to time. To the extent permitted by law, Viva Energy will not be liable in respect of any loss or damage suffered by the Customer howsoever arising under or pursuant to these General Voyager Fuel Card Terms and Conditions (whether by negligence or otherwise), including arising out of or associated with the supply of Products, and in respect of any liability which cannot be excluded such liability shall be discharged by

(b) Viva Energy will not be liable for a failure or delay in delivering Product to the Nominated premises or in complying with these General Voyager Fuel Card Terms and Conditions, if that failure or delay is due to:

- (i) a strike or other industrial action, compliance with a government request, a shortage of supply, or any event beyond its reasonable control; or
- (ii) the inability or refusal of the operator of the Nominated Premises to supply the Product requirements of the Customer for any reason. The supply of Fuels, Diesel or Premium Unleaded 95 Voyager Fuel Card must be into the tank of the Nominated Vessel.

### 5. Account Holder's Purchases

(a) When using a Voyager Fuel Card the Customer is deemed to purchase the Products from Viva Energy.

(b) Property in Fuels, purchased on Voyager Fuel Card will pass to the Customer immediately prior to the product passing into the storage tank of the relevant vessel.

(c) It is a condition of use of a Voyager Fuel Card that the Customer purchases Fuels to the value of not less than 12,000 Litres per annum.

### 6. Card Use

Unless Viva Energy has received the Customer's notification in writing of loss, theft or possible unauthorised use of a Voyager Fuel Card, the Customer authorises Viva Energy to debit the Customer's Voyager Fuel Card account with every purchase of Products made by a person presenting a Voyager Fuel Card at the Nominated Premises to whom the Products were supplied, including where a transaction exceeds any transaction limit set by Viva Energy or the Customer. It is the obligation of the Customer to collect and retain sales dockets issued at the time Products are purchased.

### 7. Nominated Vessel/s

The Customer acknowledges that Nominated Vessel/s Voyager Fuel Cards are issued as a management tool and do not provide additional security. The Customer will be liable to Viva Energy for all transactions made with a Nominated Vessel Voyager Fuel Card, including where the transaction is in respect of a vessel other than that identified on the Voyager Fuel Card. It is the responsibility of the Customer to ensure that the Nominated Vessel Voyager Fuel Card presented by the person refuelling is valid for use by the person presenting the card and for use for the vessel in question.

### 8. Authorised User

The Authorised User of the Voyager Fuel Card whose name appears on the Voyager Fuel Card is the only person permitted to use the Voyager Fuel Card.

### 9. Unauthorised User

Except as otherwise expressly stated in these General Voyager Fuel Card Terms and Conditions, the Customer will be liable to Viva Energy for all Voyager Fuel Card transactions processed on the Customer's Voyager Fuel Card(s), without limitation, where, a transaction is processed in circumstances where the Authorised User is not the person presenting the Voyager Fuel Card. The Customer shall ensure that Authorised User(s) complies with these General Voyager Fuel Card Terms and Conditions.

### 10. Property

All Voyager Fuel Cards remain the property of Viva Energy. The Customer must immediately return all Voyager Fuel Cards that are no longer used, or are expired, cancelled or otherwise invalid, to Viva Energy cut in half, unless otherwise agreed by the parties.

### 11. Lost, Stolen or Misused Cards

(a) If a Voyager Fuel Card is lost, stolen or subject to unauthorised use, the Customer must immediately notify Viva Energy at:

Marine Customer Solutions  
GPO Box 872 MELBOURNE, VIC 3001  
Telephone: 1300 038 382  
Email : Marine-Enquiries-AU@vivaenergy.com.au

or at any other address Viva Energy may require.

(b) If notification of an unauthorised use, loss or theft of a Voyager Fuel Card is given verbally it must be confirmed in writing within 3 days.

(c) The Customer will be liable for any use of a Voyager Fuel Card by any person before notification in accordance with these General Voyager Fuel Card Terms and Conditions.

(d) After Viva Energy has been notified and provided that this clause 12 has been fully complied with, the Customer shall have no further liability for Voyager Fuel Card transactions other than transactions made by a person who has ceased to be an Authorised User where the Customer has allowed the Voyager Fuel Card to remain in the possession of that person.

(e) The Customer must provide Viva Energy with all the information that the Customer has in its possession or that it can reasonably obtain, regarding the unauthorised use, loss or theft of a Voyager Fuel Card.

## SECTION 7: Viva Energy Voyager Fuel Card Terms and Conditions *(continued)*

### 12. Cancellation of Voyager Fuel Cards

(a) Viva Energy may either suspend, cancel or terminate any or all of the Customer's Voyager Fuel Cards or the Customer's Marine account for any reason at any time without notice and without liability, including without limitation, for breach by the Customer of these General Voyager Fuel Card Terms and Conditions, or for non-use of a Voyager Fuel Card.

(b) The Customer must destroy or cut in half all cancelled Voyager Fuel Cards immediately.

(c) Viva Energy will cancel a Customer's Voyager Fuel Card account if the Customer forwards to Viva Energy a written authorisation in a form approved by Viva Energy to cancel the Customer's Voyager Fuel Card account.

(d) The Customer will remain liable in respect of the use of any Voyager Fuel Card/s up until:

(i) in the case of Viva Energy cancelling the Voyager Fuel Card, the destruction of the Voyager Fuel Card; and

(ii) in the case of the Customer cancelling the Voyager Fuel Card, the date on which the Voyager Fuel Card is cancelled by Viva Energy.

(e) On cancellation of all the Customer's Voyager Fuel Cards, the debit balance of the Customer's Voyager Fuel Card account becomes immediately due and payable to Viva Energy.

### 13. Effecting a Purchase of Products

**13.1 Sales Docket** On completion of a Voyager Fuel Card transaction processed electronically at a Nominated Premises the Authorised User may obtain a sales docket at the time of purchase, which will include:

(a) Card number;

(b) Description of Product;

(c) Quantity of Product (to be charged in litres)

(d) Time and date of purchase;

(e) Name of Nominated Premises; and

(f) Address of Nominated Premises.

(g) The Customer acknowledges that the sales docket is the only confirmation of the transaction issued to the Customer or Authorised User at the point of sale.

**13.2 Manual Transactions** Where a Voyager Fuel Card transaction is completed manually at a Nominated Premises, the Customer or Authorised User must sign the sales docket. In the absence of fraud or manifest error, be conclusive evidence of delivery to the Customer (including where the sales docket and/or signature is electronic). Failure by Viva Energy to obtain the Customer's signature does not relieve the Customer from its payment obligations.

### 14. Price

Unless otherwise agreed by the parties in writing, the Customer will be charged as follows:

#### 14.1 Fuels

The GST inclusive price for Fuels is the GST inclusive pump price at the time the fuel is purchased from the Nominated Premises less any agreed discount (expressed on a GST inclusive basis).

#### 14.2 Other Goods and Services

The GST inclusive price for Other Goods and Services is the GST inclusive retail price at the time the item is purchased from the Nominated Premises.

### 15. Charges for use of Voyager Fuel Card

For purchases made on the Customer's Voyager Fuel Card, Viva Energy will debit the Customer's Voyager Fuel Card account with:

(a) the price of the Products;

(b) fees, fees and charges revised from time to time;

(c) government taxes and charges; and

(d) reasonable enforcement expenses incurred by Viva Energy in enforcing these General Voyager Fuel Card Terms and Conditions.

The additional charges that may apply:

(a) An Account Opening and Induction fee of \$45 will be charged for each new Viva Energy Australia Business account.

(b) Overdue accounts and direct debit authorities, which are dishonored, will incur a \$35 administration fee.

(c) Replacement of fuel cards will incur a \$55 replacement card fee.

(d) A default charge of 2% per month applies to amounts not paid by the due dates

(e) Default charges shall accrue daily on the outstanding balance and shall be compounded monthly

### 16. Voyager Fuel Card Invoice and Statement

(a) Viva Energy will issue a tax invoice after supply, detailing the Customer's Voyager Fuel Card purchases and any applicable charges.

(b) Subject to clause 16(d), the Customer will pay the amount shown on the tax invoice no later than the 14th day following the supply of fuel. The Customer must pay the amount shown on the tax invoice in full without asserting any set off, counter claim or right to withhold whatsoever.

(c) Payment will be made by means of an automatic bank debit by Viva Energy from the Customer's bank account pursuant to the terms of clause 17.

(d) If any amounts are not paid by the Due Date, then, on notification from Viva Energy, the balance of the Customer's account (including purchases made but not yet invoiced) will become immediately payable and interest shall be payable in accordance with clause 16(e).

(e) If any amounts are not paid by the Due Date, Viva Energy may charge the Customer simple interest on the overdue amount from the Due Date until payment, accruing daily and calculated at 5% above the AFMA 90 Days Bank Bill Swap **Reference Rate**: Average Mid quoted on the first Business Day of the month in which the interest accrues.

### 17. Viva Energy Direct Debit Arrangement (Client Service Agreement)

#### 17.1 Drawing Arrangements

(a) The Customer acknowledges that by completing the bank account details and signing the Voyager Fuel Card Application that moneys due to Viva Energy will be drawn from that Customer's nominated bank account. Viva Energy will initiate a drawing on or after the Due Date. If funds are not available in the Customer's nominated bank account on the Due Date, Viva Energy reserves the right to charge the Customer an unpaid direct debit fee.

(b) If the Due Date falls on a non-Business Day, Viva Energy will draw the amount on the first Business Day before the Due Date.

(c) Viva Energy reserves the right to cancel the drawing arrangements at any time and to arrange an alternate payment method with the Customer.

(d) Viva Energy will keep all information pertaining to the Customer's nominated bank account private and confidential.

#### 17.2 Customer's rights

(a) Subject to clause 17.3:

(i) the Customer may terminate the drawing arrangements at any time by giving written notice to Viva Energy. Such notice must be received by Viva Energy at least 5 Business Days prior to the Due Date;

(ii) the Customer may stop payment of a particular drawing by giving written notice to Viva Energy. Such notice must be received by Viva Energy at least 5 Business Days prior to the Due Date;

(iii) the Customer may request changes to the frequency of drawings by contacting Viva Energy and advising of changes no less than 5 Business Days prior to the Due Date.

(b) Where the Customer considers that a drawing has been initiated incorrectly the Customer should take the matter up directly and immediately with Viva Energy.

**17.3** It is the Customer's responsibility to ensure that:

(a) sufficient funds are available in the nominated bank account to meet a drawing on its Due Date;

(b) the authorisation given to draw on the bank account as completed in the Voyager Fuel Card Application is identical to the account signing instructions held by the financial institution where the account is based;

(c) Viva Energy is advised if the bank account is transferred or closed; and

(d) a suitable alternate payment method is arranged if the drawing arrangements are cancelled either by the Customer, the nominated bank or Viva Energy.

The Customer shall pay any costs or expenses incurred by VEA in enforcing its rights under these VEA Terms & Conditions, including (without limitation) debt collection fees and legal costs.

In addition to our entitlements and without prejudice to our rights, VEA may at any time vary the manner and/or terms of payment by written notice to the Customer with immediate effect.

### 18. Security

If at any time the ability of the Customer to fulfil its obligations under these General Voyager Fuel Card Terms and Conditions should, in Viva Energy's opinion, become impaired, then security satisfactory to Viva Energy shall be given by the Customer on demand.

### 19. Data Protection

(a) Where Viva Energy receives, collects or handles Personal Information in the course of processing and administering the Customers' Voyager Fuel Card, Viva Energy shall ensure that it has taken and continues to take all reasonable technical and organisational measures against unauthorised or unlawful processing or disclosure of the Personal Information.

(b) All Personal Information collected by Viva Energy will be treated in accordance with the Privacy Act 1988 (Cth) and Viva Energy's Privacy Policy (at [vivaenergy.com.au](http://vivaenergy.com.au)), as amended from time to time.

(c) The Customer acknowledges that it consented to this use by Viva Energy of its Personal Information in accordance with the Viva Energy Privacy Act Declaration in the Application.

### 20. Account Enquiries

(a) If the Customer wants to question or dispute the details of any transaction recorded on a Voyager Fuel Card transaction report, tax invoice or sales docket, the Customer will advise Viva Energy.

(b) In writing within 3 business days of receiving the transaction report, tax invoice or sales docket and will produce to Viva Energy on request a copy of the relevant transaction report, tax invoice or sales docket in respect of the transaction.

(c) Subject to law, Viva Energy will not be required to consider any question or dispute on the Customer's account notified more than 3 business days after the date of the Customer's relevant Voyager Fuel Card transaction report, tax invoice or sales docket.

(d) In the event of a pricing dispute relating to Products purchased and processed manually, the copy of the sales docket retained by Viva Energy will be prima facie evidence of the transaction.

(e) In the event of a pricing dispute relating to Products purchased and processed electronically, the details of the sales docket will be prima facie evidence of the transaction. The Customer must pay the amount shown on the tax invoice in full pending resolution of a dispute. Any adjustments consequent upon settlement of such disputes shall be made within 30 days following the settlement.

## SECTION 7: Viva Energy Voyager Fuel Card Terms and Conditions *(continued)*

### 21. Change in General Voyager Fuel Card Terms and Conditions

Viva Energy has the right to vary, delete or supplement these General Voyager Fuel Card Terms and Conditions (or any other term contained in written correspondence from Viva Energy), including but not restricted to the amount of any charges referred to in clause 15, by written notice. Any change takes effect from the earlier of:

- (a) the first use of an Customer's Voyager Fuel Card after notice is deemed to be received; and
- (b) 14 days after notice is deemed to be received.

### 22. Account Holder Details

The Customer shall notify Viva Energy immediately of any change in the Customer's registered name, trading name, ownership, business entity, registered office or principal place of business and directorship. Any address nominated by the Customer or an Authorised User for delivery of a Voyager Fuel Card or other communication which differs from the address stated on the Application must be confirmed by the Customer via email or mail.

Marine Customer Solutions  
GPO Box 872 MELBOURNE VIC 3001  
Email : Marine-Enquiries-AU@vivaenergy.com.au

Viva Energy may require proof of trading from such alternative address.

### 23. Notices

(a) Viva Energy may give a notice by:

- (i) delivering it personally to the Customer; or
- (ii) leaving it at, or sending it by post, facsimile or email to the Customer's address last advised to Viva Energy in writing.

Except in the case of notice by post, the notice shall be deemed given on the date it is sent by Viva Energy. Notices sent by post shall be deemed to have been received on the 3rd day after posting.

(b) In addition to giving notice to Viva Energy in any other way permitted by law, the Customer must provide notice in writing and notice will not be effective until receipt by Viva Energy at:

Marine Customer Solutions  
GPO Box 872 MELBOURNE VIC 3001  
Telephone: 1300 038 382  
Email : Marine-Enquiries-AU@vivaenergy.com.au

### 24. Taxes

#### 24.1 Government Charges

Viva Energy has the right to charge the Customer's Voyager Fuel Card account with Government rates, taxes or charges which now are or which in the future may be imposed or charged upon the Customer's Voyager Fuel Card transactions, whether or not the Customer is primarily liable for the impost or charge.

#### 24.2 GST

(a) Except where a Taxable Supply is expressly stated to be inclusive of GST, if a Taxable Supply is made under these General Voyager Fuel Card Terms and Conditions by either the Customer or Viva Energy, the party which made the supply (the "Supplying Party") may in addition to the amount payable under these General Voyager Fuel Card Terms and Conditions recover from the other party (the "Receiving Party") an additional amount on account of GST, calculated by multiplying the amount payable by the GST Rate (within the meaning of the GST Law, being 10% currently).

(b) Where a Taxable Supply is made under these General Voyager Fuel Card Terms and Conditions the Supplying Party shall issue to the Receiving Party a Tax Invoice or an Adjustment Note, as applicable, in accordance with the GST Law.

(c) If there is a change in the GST Rate, then any amount payable which is stated to be inclusive of GST shall be increased or decreased by an appropriate amount so that the Supplying Party receives the same amount (after remittance of GST) as it would have received at the GST Rate prevailing before the change.

(d) In these General Voyager Fuel Card Terms and Conditions, "GST", "GST Law", "GST Rate", "Taxable Supply", "Tax Invoice" and "Adjustment Note" have the meanings given in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Title and risk in the Goods shall pass from VEA to the Customer at the time of delivery to the Customer or pick up by the Customer (as applicable).

### 25. Waiver

The failure of Viva Energy to insist upon strict performance of any of the provisions of these General Voyager Fuel Card Terms and Conditions will not be deemed a waiver of any subsequent breach of or default in these General Voyager Fuel Card Terms and Conditions by the Customer. No waiver is effective unless it is in writing.

### 26. Assignment

These General Voyager Fuel Card Terms and Conditions are personal to the Customer and the Customer shall not be entitled to assign, transfer, mortgage or charge any of its rights or obligations under these General Voyager Fuel Card Terms and Conditions. Viva Energy, without the Customer's consent, may assign or transfer by novation any of its rights or obligations under these General Voyager Fuel Card Terms and Conditions.

### 27. Severability

If any term of these General Voyager Fuel Card Terms and Conditions or any part thereof is or becomes or is declared illegal, invalid or unenforceable for any reason whatsoever in any jurisdiction and such term or part is severable, it is deemed deleted from these General Voyager Fuel Card Terms and Conditions in the relevant jurisdiction.

### 28. Joint and Several Liability

Where the Customer consists of two or more persons, the obligations of these persons shall be joint and several.

### 29. Trustee

If the Customer carries on business as a trustee, the Customer is bound by these General Voyager Fuel Card Terms and Conditions both as trustee and in its own capacity.

### 30. Governing Law

These General Voyager Fuel Card Terms and Conditions shall be governed by and interpreted in accordance with the laws in force in the State of Victoria, and any proceedings arising out of these General Voyager Fuel Card Terms and Conditions shall be determined by a court of competent jurisdiction in that State.

### 31. Health and Safety and the Environment

(a) The Applicant must ensure that its personnel (and customers) have and are familiar with the Material Safety Data Sheet ("MSDS") and any other information on health, safety and the environment (the "other information") provided from time to time by Viva Energy.

(b) The Applicant must ensure that the provisions of any MSDS or recommendations in other information, relating to the handling and utilisation of the marine products "Fuel", are observed and Viva Energy shall not be liable for any part of the Applicant not to do so.

(c) The Applicant indemnifies Viva Energy against any action, claims or proceedings whatsoever arising from any default in the observance by the Applicant of the provision of this clause.

(d) Viva Energy shall not be liable for losses or damaged suffered by the Applicant its servants or agents, arising from risks inherent in the nature of marine products "fuel" supplied under the provisions of this agreement.

(e) The Applicant must ensure all refueling personnel (and customers) have successfully completed the Viva Energy Induction program prior to commence any activities at the nominated supply location.

(f) The Customer must comply with all relevant local and national laws and regulations relating to health, safety and environmental conservation when receiving, storing and handling the Goods. Nothing in this clause places any responsibility on VEA for the Customer's compliance with such laws and regulations and VEA may withhold supply of the Goods to the Customer at any time VEA becomes aware of or believes any supply would cause any risk or danger to health, safety or the environment.

### 32. Equipment Damage and Cleanup

(a) The Applicant must notify Viva Energy immediately of any damage to the refueling equipment whether the damage has been caused by the Applicant or not.

(b) The Applicant accepts responsibility for and indemnifies Viva Energy against all costs, loss, expense or damaged caused or incurred in connection with any fuel spillages caused or contributed to by the Applicant. The Applicant acknowledges that he/she has been notified of the after hours emergency phone number and the whereabouts of the emergency stop buttons in case of spillages or mishap.

(c) Without limitation of the generality of the foregoing the Applicant is liable for and released indemnifies Viva Energy against any loss, liability or cost arising in connection with any:

(i) Investigations, remediation, or other action carried out by Viva Energy in respect of any contamination, pollution, spill or leakage caused by or contributed to the Applicant;

(ii) Notice issued or action taken by the Minister pursuant to the Marine Pollution Act 1987 (NSW) in respect of the premises arising out of any discharge of oil caused by or contributed to the Applicant;

(iii) Environment protection notice issued pursuant to the Protection of the Environment Operations Act 1997 (NSW) in respect of the premises arising out of any pollution, spill or leakage caused by or contributed to the Applicant;

(iv) Preliminary investigation, management or ongoing maintenance orders issued pursuant to the Contamination of the Land Management Act 1997 (NSW) in respect of the premises arising out of any contamination caused or contributed by the Applicant;

(v) Breach of any environment law by the Applicant relating to the supply of any goods or products (including marine lubricants) at the premises

(vi) An claim for damages, compensation, loss, injury or death caused by or contributed to or arising out of or otherwise in respect of any contamination or pollution present in, over or under, emanating from or migrating to or from the premises caused or contributed by the Applicant;

(vii) Breach of Viva Energy contractual obligations to third parties caused by or contributed to the Applicant

(viii) Claim for damages, compensation, loss, injury, or death caused or contributed to or arising out the Applicant's misuse of the refueling equipment or any damage to the premises or the refueling equipment caused by or contributed to by the Applicant.

### 33. Discrepancies

Subject to law, VEA need not consider any claim by the Customer in relation to:

(a) the quality of any Goods unless:

- (i) the Customer gives notice to VEA of any claim, specifying the facts on which the claim is based, within 30 Business Days of supply
- (ii) the Customer uses its best endeavours to minimise loss and damage arising from the alleged defect; and
- (iii) VEA is given reasonable opportunity to take samples, inspect and test the Goods in respect of which the claim is made.

(b) the quantity of Goods stated on any delivery docket or invoice compared with the amount delivered to the Customer, unless the Customer has notified VEA of such discrepancies within 3 Business Days of supply.

### 34. Force Majeure

VEA will not be responsible for any failure to comply or any delay in complying with any of these VEA Terms & Conditions if compliance has been delayed, hindered, interfered with or prevented by any cause beyond VEA's reasonable control, a strike, lock-out or other industrial action (whether or not VEA is a party to it or would be able to influence or procure its settlement), compliance with a government request, or any curtailment or failure of the supplies of Goods from any of VEA's or VEA's supplier's sources of supply or of the normal means of transport of Goods. During a supply shortage, VEA may, in its absolute discretion, withhold, suspend or reduce supply of Goods to the Customer, and will not be required to purchase or otherwise make good any resulting shortages of supply to the Customer. Nothing in these VEA Terms & Conditions requires VEA to settle any strike, lock-out or other industrial action on terms unacceptable to it.

### 35. Termination

VEA may suspend, withdraw or terminate the supply arrangements set out in these VEA Terms & Conditions, including any credit facility granted to the Customer, immediately without prior notice or explanation to the Customer. VEA disclaims all liability to the Customer for any loss, damage or injury resulting from such withdrawal or termination. Any order for Goods accepted by VEA which remains to be fulfilled may be cancelled at VEA's option without liability on VEA's part.

### 36. Limitation of Liability

(a) It is acknowledged by the Customer that the Customer has made its own investigations and its own assessment of the suitability of the Goods (including any services) for the use to which they will be put. To the extent permitted by law, all terms, guarantees, conditions, warranties or undertakings whether express or implied, statutory or otherwise, oral or written relating in any way to the supply of the Goods (including any services) or to these VEA Terms & Conditions are excluded including, without limitation, any guarantees or warranties of acceptable quality, merchantability or fitness for purpose.

(b) To the extent permitted by law, the liability of VEA and its related bodies corporate under or in connection with these VEA Terms & Conditions (whether on the basis of breach of contract, breach of an express, implied or statutory guarantee or warranty, pursuant to any indemnity, negligence or otherwise) for loss or damage suffered by the Customer or any third party is limited to:

(i) in the case of goods:

- A replacement of the goods or the supply of equivalent goods; or
- B payment of the cost of replacing the goods or of acquiring equivalent goods

In addition, to the extent permitted by law neither VEA nor its related bodies corporate shall have any liability under or in connection with these VEA Terms & Conditions, whether for breach of these VEA Terms & Conditions, pursuant to any indemnity, negligence or any other tort, breach of statutory duty or otherwise, for any:

- (i) loss of profits, income, revenue, contracts or production;
- (ii) business interruption or increased costs in operations;
- (iii) damage to goodwill or reputation;
- (iv) damage to plant, equipment or machinery as a result of any late delivery of Goods; indirect losses or expenses or consequential damage whatsoever, even if such loss, expense or damage may reasonably be supposed to have been in the contemplation of both parties as a probable result of the relevant default, whether suffered by the Customer or any third party.

(c) In addition, to the extent permitted by law VEA and its related bodies corporate disclaim all liability to the Customer for loss, damage or injury (including death) resulting from the provision of services by VEA and its related bodies corporate, except to the extent of any negligence on the part of VEA.

### 37. Variation

VEA reserves the right to vary these VEA Terms & Conditions at any time, in its absolute discretion, by giving the Customer not less than 14 days' notice in writing.

### 38. General

(a) These VEA Terms & Conditions are governed by the laws in force in the State of New South Wales, and any proceedings arising out of these VEA Terms & Conditions shall be determined by a court of competent jurisdiction in that State.

(b) If these VEA Terms & Conditions are entered into by an agent acting for or on behalf of the Customer, whether such agency is disclosed or undisclosed, then such agent shall be liable (as well as the Customer) not only as agent but also as principal for the performance of all the obligations of the Customer.

(c) If the Customer carries on business as a trustee, the Customer is bound by the terms and conditions of these VEA Terms & Conditions both as trustee and in its own capacity.

## SECTION 8: Acceptance of Terms and Conditions and Privacy Act Declaration

### PRIVACY ACT DECLARATION

By applying to VEA for a Viva Energy Australia account or to act as a guarantor in relation to a VEA account, the Customer/Guarantor, as applicable ('we'), will be providing personal information to VEA. We acknowledge that this personal information, and any other personal information VEA collects, or has collected about us ('personal information') will be used by VEA to enable it to assess our application for a VEA account or to act as guarantor in relation to a VEA account, and if the application is approved, for the subsequent administration of the VEA account.

#### Personal information includes:

- details that identify an individual, such as name, sex, date of birth, current and previous addresses, current and previous employers and an individual's driver's licence number;
- the fact that a person has applied for credit, including the amount, or details of credit that has been previously provided, or that an individual has been a guarantor under a loan contract; and
- other information about credit standing, credit worthiness, history or capacity that credit providers can disclose, including a consumer credit or commercial credit report

We consent to VEA collecting, using and disclosing our personal information for this purpose and acknowledge that without this information VEA may be unable to process or administer the application or administer the VEA account.

#### We consent to VEA (and any of its Australia and overseas related bodies corporate and associated entities) using or disclosing our personal information, including credit related information, for each of the following additional purposes:

- performing administrative tasks and managing business operations;
- unless we advise otherwise, telling us about products or services of VEA and other organisations;
- product development and research; and
- risk assessment, management and modelling.

#### We understand that VEA may disclose our personal information, to:

- its related bodies corporate and associated entities;
- other organisations that have the right to use Viva Energy trademarks;
- credit reporting agencies and credit providers;
- organisations providing processing and other support functions to credit providers;
- service providers (including delivery companies, mail houses and debt collectors, legal and accounting firms, auditors, management consultants and other advisers for the purposes of administering and advising Viva Energy);
- other product providers, such as those providing consumer credit insurance;
- any programme managers, bonus partners and rewards suppliers involved in any loyalty program associated with VEA and any relevant commission agents or referrer entities relevant to the VEA account;
- other organisations to which VEA is required by law, or authorised by us, to disclose our personal information;

- potential purchasers and their advisers (in the event of a sale or other disposal of VEA); and
- government and regulatory authorities, and other parties where required or authorised by law; and subject to the Privacy Act 1998, we consent to the disclosure, use and transfer of our personal information between these organisations, which may be overseas, for example United Kingdom, the Netherlands, Malaysia, the Philippines, Japan and the United States of America, but only for use in connection with any of the purposes that VEA is authorised to use our personal information.

The credit reporting bodies with which VEA deals include DBCC Pty Ltd ([www.dnb.com.au](http://www.dnb.com.au)); and Veda Advantage Information Services and Solutions Limited ([www.mycreditfile.com.au](http://www.mycreditfile.com.au)). Each credit reporting body's website contains information about how they handle credit information, how such information can be accessed, their processes for handling complaints and customers' rights to control the use of such information, for example, where a customer or guarantor suspects that they have been a victim of fraud.

We acknowledge that we can request a credit reporting body not to disclose our credit related information without our consent during the 21 day period commencing when we report to the credit reporting body that we have been, or are likely to have been, the victim of fraud.

We acknowledge that VEA's privacy policy ([www.vivaenergy.com.au/contact-us/privacy-policy](http://www.vivaenergy.com.au/contact-us/privacy-policy)) contains information about how we may request access to, and correction of, our personal information collected and held by Viva Energy (and its related bodies corporate and associated entities) as well as Viva Energy's complaints handling procedures. We can also contact Viva Energy as follows:

**By email:** [Tellvivaenergy-au@vivaenergy.com.au](mailto:Tellvivaenergy-au@vivaenergy.com.au)

**In writing:** Viva Energy Privacy Officer

**GPO Box 872, Melbourne Vic 3001**

**Telephone:** 13 16 18

We acknowledge that we can opt out of receiving promotional or advertising material at any time by contacting VEA on the details above.

We authorise VEA to make any enquiries (including obtaining a credit report) concerning our credit worthiness or as to the accuracy of the information provided in this application. We consent to any credit report concerning us being made available to VEA for the purposes of assessing this application for a VEA account. We authorise VEA to use that report or any information derived from that report in assessing this application and for any purposes permitted under the Privacy Act 1988. Further, we authorise VEA to disclose and receive personal information to and from a credit reporting agency, and make such additional checks that VEA deems necessary, for the continued assessment of our creditworthiness.

All personal information collected by VEA will be treated in accordance with the Privacy Act 1988 (Cth) and VEA's Privacy Policy (at [vivaenergy.com.au](http://vivaenergy.com.au)) as amended from time to time.

### Acceptance of Terms and Conditions and Privacy Act Declaration

By signing this application, we acknowledge having read and agreed to this Privacy Act Declaration including the uses and disclosures of personal information about us and **understand that I may opt out at any time of receiving VEA commercial marketing material.**

We have read, understood and agree to be bound by the VEA Terms and Conditions of Use. We warrant that the information given in this application form is true and correct and that we have the authority to sign this application for and on behalf of the business described in Applicant Details. Where this application is signed by more than one person, each of us is bound by it separately and we are also bound jointly. We declare that the

credit provided to us by Viva Energy is to be applied wholly or predominantly for either business or investments purposes. Importantly, we acknowledge that by signing this application we may lose protections under the National Credit Code. We warrant that the entity is solvent and able to pay its debts as and when they fall due. Where this application is signed by more than one person, each of us is bound by it separately and we are also bound jointly. If we carry on business as a trustee, we warrant that at all times: (a) the Trust subsists and is properly constituted; (b) we have full power as trustee(s) to assume and perform the obligations in connection with the Viva Energy account; and (c) we have the right to be indemnified in full out of the assets of the Trust.

We have read, understood and agree to be bound by the VEA Terms and Conditions of Use.\*



Signature

Print name

Position

Date



Signature

Print name

Position

Date

**COMPANY:** All directors of the Customer must sign. If there are more than two directors, please photocopy this page, obtain the additional signatures and attach to this Application. In the case of a public (Limited) company, a duly authorised signatory may sign. Please contact Viva Energy if you are not sure who the appropriate signatories should be.

**PARTNERSHIP:** All partners must sign. If there are more than two partners, please photocopy this page, obtain the additional signatures and attach to this Application.

**SOLE TRADER:** The owner must sign.

**TRUST:** All directors of the Trust must sign. In the case of a trustee that is an individual, that person must sign. Please provide a copy of the Trust Deed.

**INCORPORATED ASSOCIATION:** All committee members must sign. Please provide a copy of the Certificate of Incorporation.




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