

## 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"/>
	International Company Registration Number (if required)	<input type="checkbox"/>
If your estimated monthly fuel purchases are over \$50,000, you must attach:	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>Aviation Team</b> @ aviation-enquiries@vivaenergy.com.au      ☎ 1300 735 793
Please return your completed Aviation Application by post or by email to:	<b>Viva Energy Aviation Pty Ltd</b> Attn: Aviation Customer Solutions PO Box 872 Melbourne Victoria 3001      @ aviation-enquiries@vivaenergy.com.au

**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"/> Limited Company (unlisted)	<input type="checkbox"/> Sole Trader
	<input type="checkbox"/> Trust	<input type="checkbox"/> Publicly Listed Limited Company	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Government	<input type="checkbox"/> Other (ie unincorporated)	
ABN*	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
International Company Registration Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <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"/>	

**SECTION 3: Aviation Account Administration Options**

Select payment terms* <small>(subject to Viva Energy credit approval)</small>	<input type="checkbox"/> Weekly Invoice 7 day payment terms <input type="checkbox"/> Fortnightly Invoice 14 day payment terms <input type="checkbox"/> Monthly Invoice 21 day payment terms <input type="checkbox"/> Daily Invoice <i>Further payment terms may be available on request. Please speak with your Account Manager or call our Customer Solutions Team on 1300 735 793. Payment terms are subject to Viva Energy credit approval</i>		
Invoice email address*			
Name	First Name	Surname	

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 Aviation Account. It may be different to the Applicant's business name or trading name or trust name.



## 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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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 Aviation Terms and Conditions of Use Clause 12.\**

	Signature	Print name	
		Position	Date
	Signature	Print name	
		Position	Date

## SECTION 5: Customer Details for Aviation Fuel Card (Fuel2Sky)

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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Cards focal point/ Contact name																				
Office number*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email*																				
Office number*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mobile number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Cards mailing address if different to main account address																			City/Town	Postcode

The below will be customisable for each Aviation Fuel card. Please print this page as many times as required or attach a separate sheet

### Customer Details

Aircraft registration <i>For new cards: if left blank shall be embossed "ANY"</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fuel type	<input type="checkbox"/> JET <input type="checkbox"/> JET PLUS <input type="checkbox"/> AVGAS																			

### Customer Details

Aircraft registration <i>For new cards: if left blank shall be embossed "ANY"</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fuel type	<input type="checkbox"/> JET <input type="checkbox"/> JET PLUS <input type="checkbox"/> AVGAS																			

### Customer Details

Aircraft registration <i>For new cards: if left blank shall be embossed "ANY"</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fuel type	<input type="checkbox"/> JET <input type="checkbox"/> JET PLUS <input type="checkbox"/> AVGAS																			

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 Aviation Pty Ltd ACN 167 761 453 ("VEA") and / or "Viva Energy Aviation" 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 Aviation 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 Aviation 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 7 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 Victoria, 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 Aviation Terms and Conditions

The Customer agrees to be bound by these Viva Energy Aviation (VEA) Terms & Conditions for any order placed with VEA for Goods, or any credit facility provided by VEA to the Customer, except that when the Customer buys aviation fuel, the Viva Energy Aviation General Terms and Conditions for Sale apply as well. The Viva Energy Aviation General Terms and Conditions for Sale are attached to the Application. If there is any inconsistency between the Viva Energy Aviation General Terms and Conditions for Sale and the VEA Terms and Conditions, these VEA terms and conditions prevail to the extent of the inconsistency, except in the case of clauses dealing with prices, duties, taxes, charges and assignment/substitution. VEA reserves the right to change the Viva Energy Aviation General Terms and Conditions for Sale at any time. In the event of any inconsistency between the terms of an executed agreement between VEA and the Customer and these VEA Terms & Conditions or the Viva Energy Aviation General Terms and Conditions for Sale, the terms of the executed agreement shall prevail to the extent of the inconsistency. 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.

### 1. 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.

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

**'Customer'** means the entity set out in the Application to whom VEA is supplying Goods.

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

**'VEA'** means Viva Energy Aviation Pty Ltd (ABN 29 167 761 453).

### 2. Goods

Subject to these VEA Terms & Conditions, VEA will sell and the Customer will purchase, quantities of Goods pursuant to orders which are submitted by the Customer and accepted by VEA from time to time. Without limitation, the Customer acknowledges that VEA will not accept orders for Goods in quantities or volume less than the minimum order quantity as notified by VEA from time to time.

The customer represents and warrants that jet fuels, aviation gasolines and any methmix supplied as Goods will be used solely as fuel in aircraft.

### 3. Price

The price payable by the Customer will be calculated based on (at VEAs option) the time and place of delivery, the time and place of loading into the relevant delivery vehicle, or the date that VEA processes the Customer's order. The prices listed on delivery notes are indicative only. Any price indications or price lists issued by VEA are subject to alteration without notice.

The Customer must pay all taxes, duties and other levies imposed or assessed at any time on or in respect of the Goods which are not included in the price.

### 4. Goods and Services Tax

All italicised terms in this clause have the meaning set out in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended ('GST Act'). All amounts payable under these VEA Terms & Conditions are exclusive of GST. If any party makes a taxable supply under or in connection with these VEA Terms & Conditions, that party may in addition to the amount payable under these VEA Terms & Conditions, recover from the other party an additional amount on account of GST, calculated by multiplying the amount payable under these VEA Terms & Conditions by the GST rate (within the meaning of the GST law, being 10% currently). Where a taxable supply is made under or in connection with VEA Terms & Conditions, the party which makes the supply must issue to the other party a valid tax invoice or an adjustment note, as applicable, in accordance with the GST Law.

### 5. Payment

Unless otherwise agreed, payment for the Goods shall be made by the Customer no later than the 14th day of the month following the month in which the Goods were delivered by VEA (the 'Due Date'). If the Due Date falls on a day that is not a Business Day, then the Due Date is deemed to be the prior Business Day.

Payment shall be made by means of automatic debit by VEA from the Customer's bank account, in accordance with clause 12, or as otherwise agreed.

If the Customer fails to make any payment to VEA when due, VEA 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.

The Customer shall pay all fees and charges determined by VEA, including (without limitation) left on board surcharge, urgent order surcharge, small order quantity surcharge, product return surcharge, and any other fee or charge as advised by VEA in writing. VEA reserves the right to change the amount of any of these fees and charges without notice.

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 under clause 16, and without prejudice to our rights under clause 10, VEA may at any time vary the manner and/or terms of payment by written notice to the Customer with immediate effect.

### 6. Title and Risk

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).

### 7. Deliveries

(a) VEA may make deliveries of Goods by such means of delivery and in such tanks or other containers as VEA may select. The Customer must take delivery in

accordance with VEA's delivery schedule from time to time and allow reasonable time for VEA to deliver.

(b) Deliveries of Goods shall be made at such place as VEA and the Customer agree.

(c) Where the Customer gives VEA adequate notice of the Customer's specific requirements of Goods (which notice must not be less than the relevant VEA lead time for the particular Good applicable from time to time), VEA will use reasonable endeavours to deliver (or make available for pick up if applicable) pursuant to the Customer's order, subject to VEA's delivery schedule applicable from time to time.

(d) The quantity of Goods actually supplied may vary from the quantity ordered by the Customer by up to +/-5% for fuels VEA will charge the price for the quantity supplied

(e) Ownership of any container passes to the customer with the Goods, except for deliveries of Goods in bulk containers. Bulk containers shall remain the property of VEA. The Customer will not use bulk containers for the storage or dispensing of any Goods not supplied by VEA, and will return the containers to VEA when required by VEA. In this clause "bulk containers" does not include One Trip Cubes.

(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.

(g) VEA will provide a delivery docket at the time of delivery. The Customer must sign the delivery docket if requested by VEA and the delivery docket shall, in the absence of fraud or manifest error, be conclusive evidence of delivery to the Customer (including where the delivery docket and/or signature is electronic). Failure by VEA to obtain the Customer's signature does not relieve the Customer from its payment obligations.

(h) If VEA permits the Customer to pick up Goods at a VEA site, the Customer must comply with the applicable site access policies and procedures, and the Customer's road vehicles and drivers (owned or hired) must be fully accredited (as determined by VEA). The Customer agrees and acknowledges that use of a gantry electronic swipe card by the Customer as shown in VEA's records shall, in the absence of fraud or manifest error, be conclusive evidence of delivery to the Customer.

### 8. 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 3 Business Days of delivery;

(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 delivery.

### 9. 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.

### 10. 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.

### 11. 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,

## SECTION 7: Viva Energy Aviation Terms and Conditions *(continued)*

(ii) in the case of services:

- A the supplying of the services again; or
  - B the payment of the cost of having the services supplied again.
- (c) 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.
- (d) 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.
- (e) Subject to clause 11(b), nothing in these VEA Terms & Conditions limits any right, power or remedy the Customer may have under the Australian Consumer Law.

### 12. Direct Debit Arrangements

#### Drawing Arrangements

- (a) The Customer acknowledges that, by completing the bank account details and signing the Application, moneys due to VEA will be drawn from the Customer's bank account. VEA will only initiate a drawing when a payment is due from you under these VEA Terms & Conditions.
- (b) If the Due Date falls on a non-Business Day, VEA will draw the amount on the first Business Day before the Due Date, or as agreed in writing by VEA.
- (c) VEA reserves the right to cancel the drawing arrangements at any time and to arrange with the Customer an alternate payment method.

#### Customer's Rights

- (a) Subject to the Customer having arranged a suitable alternative payment method under subclause (f)(iv) below, the Customer may, by giving written notice to VEA:
  - (i) terminate the drawing arrangements;
  - (ii) stop payment of a drawing; or
  - (iii) request changes to the amount or frequency of the drawing, providing VEA receives such notice at least 5 days prior to the Due Date.

The Customer shall immediately give notice to VEA if a drawing has been completed incorrectly.

#### Customer's Responsibilities

It is the Customer's responsibility to ensure that:

- (i) sufficient funds are available in the bank account to meet a drawing on the Due Date;
- (ii) the authorisation given to draw on the bank account as completed in the Application is identical to the account signing instructions held by the financial institution where the account is held;
- (iii) VEA is advised if the bank account is transferred or closed; and
- (iv) a suitable alternate payment method is arranged if the drawing arrangements are cancelled either by the Customer, the nominated financial institution or VEA.

### 13. Change in Customer details

The Customer must immediately notify VEA in writing of any change to the Customer's name, address and other account details provided in the Application, including any change of director, other office-holder or GST status.

### 14. Commissions

The Customer acknowledges that VEA may give or receive commissions, volume discounts, fees and other benefits in connection with the supply of Goods to the Customer.

### 15. Assignment

- (a) VEA may, at any time, assign any of its rights, or transfer by novation any of its rights and obligations under these VEA Terms & Conditions to any person or persons, and must give notice of any such assignment or novation to the Customer as soon as reasonably possible thereafter. At the request of VEA, the Customer must do anything necessary, including the execution of documents, to effect any such assignment or novation by VEA.
- (b) The Customer must not transfer or assign any of its rights or obligations under these VEA Terms & Conditions without the prior written consent of VEA, which consent may be withheld in VEA's absolute discretion.

### 16. 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.

### 17. General

- (a) These VEA Terms & Conditions are governed by the laws in force in the State of Victoria, 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 Aviation 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 accept 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 1988, 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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