











**Checklist for completion:**

Getting started			
1.		Complete Section 1 – Customer Profile and Account Information	<input type="checkbox"/>
2.		Complete Section 2 – Financial Details	<input type="checkbox"/>
3.		Complete Section 3 – Direct Debit Request	<input type="checkbox"/>
4.		Go to Section 4 - read and confirm you accept our terms and conditions of purchase (GTCs)	<input type="checkbox"/>
5.		Go to Section 5 – read and confirm you understand our approach to managing your personal information and sign the Privacy Acknowledgement and Consent.	<input type="checkbox"/>
6.		Go to Section 6 – Fuel Cards and Opt-Ins. Let us know if you are interested in one of our Fuel Cards or want to receive exclusive offer, discounts and other promotional material from Viva Energy	<input type="checkbox"/>
7.		Complete Section 7 – Your estimated Product Requirements and if you require delivery, complete the site delivery details section.	<input type="checkbox"/>
8.		Complete Section 8 – Personal Guarantee and Indemnity	<input type="checkbox"/>
9.		Attach Additional Information - If you have been requested to provide additional information in this Application, attach the additional information when returning the completed application to us.	<input type="checkbox"/>

**Sections you will need to sign:**

	Please make sure you have signed Sections 3, 4, 5 and 8
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# Customer Account Application

## SECTION 1. Customer Profile and Account Information

Customer Profile				
<b>Customer Entity Name</b> (in full)				
<b>Trading name(s)</b> (if different from Customer Name)				
<b>Registration details</b>	ABN	ACN:	ARBN:	
<b>Type of Business</b>	Company (please provide copies of certificates of incorporation / registration and/or relevant jurisdiction registration extract):			
	incorporated in Australia and ultimate holding company in Australia		<input type="checkbox"/>	
	incorporated in Australia and foreign owned / controlled		<input type="checkbox"/>	
	incorporated outside of Australia and foreign owned / controlled		<input type="checkbox"/>	
	Other (where requested you may need to provide supporting evidence of formation documents – Partnership Deed; Unit Trust etc.)			
	Individual / Sole Trader (complete details of sole trader below)	<input type="checkbox"/>	Partnership (complete details of partners below)	<input type="checkbox"/>
	Trust	<input type="checkbox"/>	Commonwealth Government Department	<input type="checkbox"/>
Local Government	<input type="checkbox"/>	Incorporated Association	<input type="checkbox"/>	
<b>If sole trader or partnership:</b>	Sole Trader/Partner 1	Full name		
		Drivers Licence		
		Date of birth		
	Partner 2	Full name		
		Drivers Licence		
		Date of birth		
	Partner 3	Full name		
		Drivers Licence		
		Date of birth		
<b>Principal place of business / Head Office Address</b> (include head office contact details and street address):				
<b>Postal Address:</b>				
<b>Website:</b>				

# Customer Account Application

Customer Profile			
Size of business	Is your entity classified as a small and medium enterprise (i.e. small business employs 1-19 full-time employees (FTEs) and medium business employs 20 – 199 FTEs)?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
		If yes please provide number of FTEs:	
Trading history	Years trading		
	Existing customer	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Estimated monthly purchases		
Classification of business	Please confirm whether or not your entity is classified as an Indigenous Enterprise.	Registered Indigenous Enterprise (see <a href="https://www.oric.gov.au/">https://www.oric.gov.au/</a> )	Yes <input type="checkbox"/>
		No	<input type="checkbox"/>
Sanctions compliance	Is your Company or any of its shareholders, subsidiaries, directors, officers or employees subject to applicable financial, economic and trade sanctions (or any similar restrictions) imposed by the United Nations or the governments of Australia, the European Union, the United Kingdom, the United States of America and any other applicable jurisdiction (Sanctions Laws) and listed on any of the following lists:		If yes, please provide additional information.
	<ul style="list-style-type: none"> <li>Consolidated Sanctions List of designated persons and entities administered by the Australian Department of Foreign Affairs and Trade;</li> <li>Restricted party lists administered by the U.S. Department of the Treasury, Office of Foreign Assets Control, including the List of Specially Designated Nationals and Blocked Persons List;</li> <li>Restricted party lists administered by the U.S. Department of Commerce, Bureau of Industry and Security, the U.S. Department of Defense, and the U.S. Department of State;</li> <li>the European Union Consolidated Financial Sanctions List;</li> <li>the UK HM Treasury's Office of Financial Sanctions Implementation Consolidated List; and</li> <li>Other prohibited or restricted persons and entities lists issued by any governments in which the Company operates or is incorporated.</li> </ul>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	(together, the <b>Sanctions Lists</b> )		
	Does the Company routinely screen customers, vendors, consultants, distributors and third-party agents against targeted financial sanctions or travel bans under Sanctions Lists?		If no, please provide additional information.
			Yes <input type="checkbox"/> No <input type="checkbox"/>
Has the Company engaged in any transactions with entities or individuals who at the time of the transaction were listed on the Sanctions Lists?		If yes, please provide additional information.	
		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Has the Company: (a) been investigated for compliance with Sanctions Laws; (b) been convicted of any offence in connection with those laws; or (c) entered into any settlement in connection with an alleged breach in the last 5 years?		If yes, please provide additional information.	
		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Has the Company, or any other party while acting in the interests of the Company, been the subject of any allegations that it has violated Sanctions Laws in the last 5 years?		If yes, please provide additional information.	
		Yes <input type="checkbox"/> No <input type="checkbox"/>	

# Customer Account Application

Customer Profile			
<b>Contact name for Accounts Payable</b>	Name		
	Phone		
	Email address to receive invoices		
Account Information (select preferences, additional charges may apply for preferences)			
<b>Payment terms</b>  (Note Customer's preferred payment terms are subject to approval by Viva Energy Credit Team)	Preferred invoicing cycle	Weekly	<input type="checkbox"/>
		Fortnightly	<input type="checkbox"/>
		Monthly	<input type="checkbox"/>
		Daily	<input type="checkbox"/>
		Periodic with trading cycle	<input type="checkbox"/>
		If yes, please nominate trading cycle below (e.g. month-end)	
	Preferred payment due date	Per delivery (next business day)	<input type="checkbox"/>
		On delivery	<input type="checkbox"/>
		7 days	<input type="checkbox"/>
		14 days	<input type="checkbox"/>
		21 days	<input type="checkbox"/>
		Other	<input type="checkbox"/>
If other please specify below:			
<b>Payment method</b> (Note: default is direct debit unless otherwise agreed)	Direct debit: <input type="checkbox"/>	EFT: <input type="checkbox"/>	BPAY: <input type="checkbox"/>
<b>Statements</b>	Not required: <input type="checkbox"/>	Required: <input type="checkbox"/>	
<b>Statement type</b>	Open item statement (details all outstanding transactions) <input type="checkbox"/>	Balance brought forward <input type="checkbox"/>	
<b>Tax invoice (may be issued by Viva Energy's Move Portal, see Section 4 for details)</b>	Periodic with trading cycle <input type="checkbox"/>	Multiple .pdf invoices in 1 email <input type="checkbox"/>	
	1 invoice per delivery (usually sent next business day): <input type="checkbox"/>	1 invoice per email <input type="checkbox"/>	
<b>Customer purchase order number</b>	Order number not required <input type="checkbox"/>	Quote customer order number per delivery <input type="checkbox"/>	Quote periodic customer order number <input type="checkbox"/>

# Customer Account Application

Customer Profile			
<b>GST liable</b> (if GST requirement is different per delivery site, please include in special instructions in Section 7 Site Delivery Details).	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	
<b>Ordering method</b>	Please note Viva Energy's preferred method for processing orders is via Viva Energy Move Portal, once your account has been approved you will be required to register for our Move Portal. Please provide us with your preferred contact for using our Move Portal below so we can send them a link to register.		
	Portal User name:		
	Portal User phone:		
	Portal User email:		
<b>For Marine customers only</b>	Delivery to Shore Tank: <input type="checkbox"/>	Delivery to a Vessel: <input type="checkbox"/>	Other to be nominated in each Order Confirmation (e.g. pick-up in isotainers) <input type="checkbox"/>
<b>For Aviation customers only</b>	The applicant confirms that: (a) Aviation Fuel shall only be used as fuel in an aircraft; and (b) further confirms that this application is made by the Customer in its capacity as (select which applies below):		
	<input type="checkbox"/> Viva Energy airfield Agent/Representative	<input type="checkbox"/> Reseller	<input type="checkbox"/> Customer (if neither of the other options)

# Customer Account Application

## SECTION 2. Financial Details

General Financial Information	
Please confirm trade credit limit amount you are seeking - based on your preferred payment terms (as stated in Section 1) and maximum estimated spend in that period (taking into account peak purchasing periods):	
Please note if your estimated maximum spend in any payment period is more than \$50,000, you must provide a copy of your Annual Report and/or Balance Sheet and Profit and Loss Statement for the past two years.	<input type="checkbox"/>
If you are a transport company, please provide a list of fleet vehicles, values and ownership status	<input type="checkbox"/>
Name of financial controller or other person authorised to discuss Customer financial position	
Name	
Phone Number	
Email	
Position	
Current fuel and lubricant supplier	
Please confirm your current fuel and lubricant suppliers	
Owners, partners, directors and officers	
Have any of the owners, partners and/or directors (as applicable) ever had any judgment, attachments, legal or bankruptcy proceedings against them?	If yes, please provide additional information. <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
Trade references	
<i>Company name</i>	<i>Phone number</i>
<i>Company name</i>	<i>Phone number</i>
<i>Company name</i>	<i>Phone number</i>

# Customer Account Application

## SECTION 3. Direct Debit Request

### Direct debit request form

This section is a Direct Debit Request Service Agreement with Viva Energy Australia Pty Ltd ABN 46 004 610 459 (**Viva Energy**). Viva Energy's Direct Entry User ID is 000244. By completing this form and signing below, the Customer agrees to a direct debit request by the method nominated and authorises Viva Energy to arrange for funds to be debited from the Customer's nominated card or account in accordance with Viva Energy Direct Debit Terms and Conditions, a copy of which is published at [www.vivaenergy.com.au/quick-links/customer-terms-conditions](http://www.vivaenergy.com.au/quick-links/customer-terms-conditions). Please see Section 4 of this form for more about our GTCs.

A direct debit payment is a payment made from the Customer's bank account, or credit or debit card nominated in this direct debit request. Payments will only be made from that card or account. The direct debit arrangement is set up when the authorised signatories for the Customer's account completes this request form and signs below. In establishing a direct debit arrangement, the authorised signatories are requesting and providing Viva Energy with authority to debit the Customer's specified account through the Bulk Electronic Clearing System (BECS).

### Account details

Account Name		
Bank / Financial Institution Name		
Bank / Financial Institution Address		
BSB and Account Number	BSB	
	Account Number	

### Signature section

I / we (insert account holder's name and if more than one include all other account signatories):	(1)	
	(2)	
	(3)	

declare that the bank account details provided above are correct and authorise Viva Energy (Direct Debit User ID 000244), to arrange for funds to be transferred from the account of the financial institution identified above. We understand that this authorisation is made subject to the terms and conditions for direct debit arrangements set out in clause 13 of the GTCs.

### Account holder's signatures (all signatories may be required to sign on joint accounts):

Signature	Name	Date
Signature	Name	Date

# Customer Account Application

## SECTION 4. Terms and Conditions for Supply (GTCs)

### Acceptance of Viva Energy's General Terms and Conditions for Supply Products

By signing this Section 4 of the Customer Account Application the signatory or signatories, for and on behalf of the Customer (as identified in Section 1 of this form) apply for a trading account with the following Viva Energy entities (each referred to in this application form as "Viva Energy"):

- where the Customer is requesting supply of ground fuels and products and/or marine fuels and products, Viva Energy Australia Pty Ltd ABN 46 004 610 459, or
- where the Customer is requesting supply of aviation fuels and products, Viva Energy Aviation Pty Ltd ABN 29 167 761 453,

on the terms and conditions set out in this form and understands that if an account is approved by Viva Energy then:

- (1) unless a separate Product Supply Agreement is negotiated and duly signed by the Customer and Viva Energy then Viva Energy's General Terms and Conditions for Supply of Products (GTCs) will govern and be applicable to all supply of products, goods and services by Viva Energy to the Customer. A copy of Viva Energy's GTCs as applicable to ground fuels and products, marine fuels and products, and/or aviation fuels and products is published at [www.vivaenergy.com.au/quick-links/customer-terms-conditions](http://www.vivaenergy.com.au/quick-links/customer-terms-conditions); and
- (2) Where the Customer uses Viva Energy's Move Portal terms of use apply. A copy of Viva Energy's Move Portal terms of use is published at <https://b2b.vivaenergy.com.au/assets/Viva%20Energy%20Customer%20Portal%20Terms.pdf>
- (3) Where the Customer is also applying for a Fuel Card (see Section 6 of this form), Viva Energy Fuel Card Terms and Conditions will also apply. A copy of Viva Energy's Fuel Card terms and conditions is published at [www.vivaenergy.com.au/quick-links/customer-terms-conditions](http://www.vivaenergy.com.au/quick-links/customer-terms-conditions)

### Signature section

I / we:

- are authorised to sign this application on behalf of the Customer
- agree for the Customer to be bound by the Product Supply Agreement already in place between the Customer and Viva Energy and if none is in place then the GTCs and other terms and conditions referenced in this Section 4 as applicable to the nature of the fuel and products supplied by Viva Energy to the Customer
- confirm that the information completed in this application is to the best of my knowledge true and correct.

<input checked="" type="checkbox"/> Signature (1)	Name	Date
<input checked="" type="checkbox"/> Signature (2 if applicable)	Name	Date



# Customer Account Application

## SECTION 5. Privacy Acknowledgement and Consent

### Acknowledgement and Consent

In providing an account and/or products, goods and/or services Viva Energy may collect, hold, use and disclose personal information in accordance with its Privacy Policy. The Privacy Policy sets out how Viva Energy will collect, hold, use, disclose and otherwise manage personal information in accordance with the Privacy Act 1988 (Cth) (Privacy Act and the Credit Reporting Code implemented pursuant to the Privacy Act (CR Code)).

The individual(s) about whom Viva Energy may need to collect, hold, use and disclose personal information may include the Customer or the Customer's director(s) or any other individuals relevant to the Customer's application including but not limited to signatories of this Application.

Viva Energy may require personal information about relevant individuals for the purposes set out in the Privacy Policy, including the purposes of:

- assessing this Application or any other applications for an account or
- considering whether to accept a relevant individual as a guarantor.

This may also include Viva Energy collecting personal information from, or disclosing personal information to:

- a credit reporting body or other credit provider (including information about the failure to make a payment in accordance with the GTCs). This may result in a credit reporting body or other credit provider including the personal information disclosed to it by Viva Energy in reports then provided to other credit providers for the purposes of those providers assessing a relevant individual's credit worthiness.
- another credit provider for the purpose of Viva Energy or the other credit provider assessing the Customer's application for credit, a relevant individual's credit worthiness, assisting the Customer or relevant individual in avoiding defaulting, and/or assessing whether to accept a guarantor.

Viva Energy may also disclose personal information to the Customer's or Viva Energy's related bodies corporate, professional advisors, business partners, contractors, suppliers, consultants, insurers or third party service providers that assist Viva Energy or the Customer with the provision or management of products, goods and/or services and/or administrative requirements, other credit providers, debt collection and recovery service providers, guarantors or prospective guarantors, entities that may have an interest in Viva Energy, regulatory bodies and any other person or entity set out in the Privacy Policy or otherwise authorised by the relevant individual or law.

If a relevant individual does not provide the personal information as requested, Viva Energy may not be able to consider the application for an account, provide an account to the Customer or otherwise provide products, goods and/or services to the Customer. Relevant individuals who have any concerns about Viva Energy's handling of their personal information can direct those concerns to Viva Energy Australia Privacy Officer at PO Box 872K, Melbourne Victoria 3001 or via the Enquiries Form on Viva Energy's webpage: [General Enquiries - Viva Energy Australia](#). The Privacy Policy contains details of how relevant individuals can request access to, or correction of, personal information held about them by Viva Energy, or otherwise make complaints or inquiries with respect to the handling of their personal information by Viva Energy. Viva Energy's Privacy Policy webpage: [Viva Energy Privacy Policy](#)

### Signature section

By signing below, the signatory or signatories acknowledge and agree that they have read and understood Viva Energy's Privacy Policy, and:

- (1) authorises Viva Energy to make such enquiries, as it deems necessary, about the signatory or signatories and their consumer and/or commercial credit history, for the purpose of assessing or otherwise in connection with this Application from time to time, including (but not limited to) the making of enquiries with bankers, and any (other) credit provider or a credit reporting body;
- (2) authorise bankers, and any (other) credit provider or a credit reporting body to disclose to Viva Energy personal information about the signatory or signatories or other relevant individuals involved in the operation of the Customer which is within their possession and which is requested by Viva Energy;
- (3) agrees that the personal information provided in, or otherwise obtained by Viva Energy in connection with, this Application may be disclosed by Viva Energy to bankers, and any (other) credit provider or a credit reporting body;
- (4) otherwise consents to the collecting, holding, using and disclosing of their personal information as set out in the Privacy Policy and this Section 5 - Privacy Acknowledgement and Consent contained in this Application.

<i>Signature</i>	<i>Name</i>	<i>Date</i>

# Customer Account Application

## SECTION 6. Fuel Cards and other Opt-Ins

Fuel2Sky™ Card / Shell Card / Voyager Card		
Is the Customer also applying for a Fuel2Sky Card, Shell Fuel Card or Voyager Card?	YES	<input type="checkbox"/>
	NO	<input type="checkbox"/>
<p>If YES, please complete details for each card type below.</p> <p>All Fuel Cards are issued subject to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published at <a href="http://www.vivaenergy.com.au/quick-links/customer-terms-conditions">www.vivaenergy.com.au/quick-links/customer-terms-conditions</a></p>		
Fuel2Sky Card		
<p>Aviation Fuel Cards are issued to the legal entity holding the relevant Air Operators Certificate in accordance with the <i>Civil Aviation Safety Regulations 1998</i> and linked to the registered aircraft.</p>		
Aircraft 1 registration		
Aircraft 1 Type		
Fuel Grade Confirmation		
Aircraft 2 registration		
Aircraft 2 Type		
Fuel Grade Confirmation		
Aircraft 3 registration		
Aircraft 3 Type		
Fuel Grade Confirmation		
Aircraft 4 registration		
Aircraft 4 Type		
Fuel Grade Confirmation		
Aircraft 5 registration		
Aircraft 5 Type		
Fuel Grade Confirmation		

# Customer Account Application

Shell Card														
Instructions:														
1. In the Card Details section, either: (a) For Personal Card enter: DRIVER full name; or (b) For Vehicle Card enter Vehicle Registration Number, Make Model, Colour (e.g. 1BC 678/Ford/Sedan/White) 2. A compulsory PIN will be issued per card. 3. Check box if odometer reading required per purchase. 4. Nominate Fuel and Other Products card may be used to purchase.														
No.	Card details	Compulsory PIN	Odometer reading	Cost Centre/ Order number	Fuel Products					Other Products				
					Unleaded/Unleaded E10	Premium Unleaded/Unleaded 95	V-Power/Premium Unleaded 98	LPG	Diesel/AdBlue®	V-Power Diesel	Shop	Car Wash	Oil	Auto Care/Repairs
1.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# Customer Account Application

## Voyager Card

Before applying for a Voyager Card please ensure you meet the following eligibility criteria:

1. A Registered Australian Business Number
2. You must purchase a minimum of 12000 litres per annum. If you purchase less than this amount you may be subject to a \$300 administration fee (per year).

If you would like more than one card, please provide details for each vessel.

No.	Vessel Name (maximum 20 characters) this will appear on the front of each card	Vessel Registration Number	Diesel	Premium Unleaded 95
1.			<input type="checkbox"/>	<input type="checkbox"/>
2.			<input type="checkbox"/>	<input type="checkbox"/>
3.			<input type="checkbox"/>	<input type="checkbox"/>
4.			<input type="checkbox"/>	<input type="checkbox"/>
5.			<input type="checkbox"/>	<input type="checkbox"/>
6.			<input type="checkbox"/>	<input type="checkbox"/>
7.			<input type="checkbox"/>	<input type="checkbox"/>
8.			<input type="checkbox"/>	<input type="checkbox"/>
9.			<input type="checkbox"/>	<input type="checkbox"/>
10.			<input type="checkbox"/>	<input type="checkbox"/>
11.			<input type="checkbox"/>	<input type="checkbox"/>
12.			<input type="checkbox"/>	<input type="checkbox"/>
13.			<input type="checkbox"/>	<input type="checkbox"/>
14.			<input type="checkbox"/>	<input type="checkbox"/>
15.			<input type="checkbox"/>	<input type="checkbox"/>
16.			<input type="checkbox"/>	<input type="checkbox"/>
17.			<input type="checkbox"/>	<input type="checkbox"/>
18.			<input type="checkbox"/>	<input type="checkbox"/>
19.			<input type="checkbox"/>	<input type="checkbox"/>
20.			<input type="checkbox"/>	<input type="checkbox"/>

## Customer Account Application

### Opt-in to receive offers, discounts and other promotions

Subscribe to Promotional Material - If you would like to be kept up-to-date with exclusive offers, special discounts and the latest relevant info from Viva Energy Australia.

You can unsubscribe at any time.

Yes

No

# Customer Account Application

## SECTION 7. Product Requirements and Delivery Site Details

Product Requirements		
Category	Type	Estimated monthly volume (L)
<b>Bulk Products</b>	Fuels	
	Lubricants	
	Greases	
	Chemicals	
<b>Packed Products</b>	Fuels	
	Lubricants	
	Greases	
	Chemicals	
<b>Other Shell Products</b>	Fuels	
	Lubricants	
	Greases	
	Chemicals	
<b>Aviation</b>	Jet	
	JetPlus	
	AvGas	

### Site 1

Delivery Site Details		
Physical Delivery Address (not PO Box)		
Contact on site	Name	
	Role	
	Mobile	
Special instructions for delivery (including any curfews on delivery)		
Products to be delivered to this delivery address:	Fuels	<input type="checkbox"/>
	Lubricants	<input type="checkbox"/>
	Both	<input type="checkbox"/>
Fuels delivery information for this site		
Bulk Tank A	Size	
	Product	

## Customer Account Application

Bulk Tank B	Size	
	Product	
Lubricants delivery information for this site		
Forklift available if required?	YES	
	NO	
Maximum truck size which can be accommodated on site		
LC (Light Commercial – max 1.5 tonnes)	<input type="checkbox"/>	HR (Heavy Rigid – max 27.5 tonnes) <input type="checkbox"/>
LR (Light Rigid – max 6 tonnes)	<input type="checkbox"/>	HC (Heavy Combination – max 42.5 tonnes) <input type="checkbox"/>
RT (Rigid Truck – max 16 tonnes)	<input type="checkbox"/>	BD (B Double – max 68 tonnes) <input type="checkbox"/>

### Site 2

Delivery Site Details		
Physical Delivery Address (not PO Box)		
Contact on site	Name	
	Role	
	Mobile	
Special instructions for delivery (including any curfews on delivery)		
Products to be delivered to this delivery address:	Fuels	<input type="checkbox"/>
	Lubricants	<input type="checkbox"/>
	Both	<input type="checkbox"/>
Fuels delivery information for this site		
Bulk Tank A	Size	
	Product	
Bulk Tank B	Size	
	Product	
Lubricants delivery information for this site		
Forklift available if required?	YES	<input type="checkbox"/>
	NO	<input type="checkbox"/>
Maximum truck size which can be accommodated on site		
LC (Light Commercial – max 1.5 tonnes)	<input type="checkbox"/>	HR (Heavy Rigid – max 27.5 tonnes) <input type="checkbox"/>

# Customer Account Application

LR (Light Rigid – max 6 tonnes)	<input type="checkbox"/>	HC (Heavy Combination – max 42.5 tonnes)	<input type="checkbox"/>
RT (Rigid Truck – max 16 tonnes)	<input type="checkbox"/>	BD (B Double – max 68 tonnes)	<input type="checkbox"/>

## Site 3

Delivery Site Details			
Physical Delivery Address (not PO Box)			
Contact on site	Name		
	Role		
	Mobile		
Special instructions for delivery (including any curfews on delivery)			
Products to be delivered to this delivery address:	Fuels	<input type="checkbox"/>	
	Lubricants	<input type="checkbox"/>	
	Both	<input type="checkbox"/>	
Fuels delivery information for this site			
Bulk Tank A	Size		
	Product		
Bulk Tank B	Size		
	Product		
Lubricants delivery information for this site			
Forklift available if required?	YES		
	NO		
Maximum truck size which can be accommodated on site			
LC (Light Commercial – max 1.5 tonnes)	<input type="checkbox"/>	HR (Heavy Rigid – max 27.5 tonnes)	<input type="checkbox"/>
LR (Light Rigid – max 6 tonnes)	<input type="checkbox"/>	HC (Heavy Combination – max 42.5 tonnes)	<input type="checkbox"/>
RT (Rigid Truck – max 16 tonnes)	<input type="checkbox"/>	BD (B Double – max 68 tonnes)	<input type="checkbox"/>

[If more than 3 sites, copy and complete for additional sites]



# Customer Account Application

## SECTION 8. Personal Guarantee and Indemnity

**Guidance:**

- This Guarantee and Indemnity must be completed if the Customer is a Company or Trust.
- 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.
- For companies: 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. If the entity is an incorporated association then all committee members must sign this Guarantee & Indemnity. Please provide a copy of the Certificate of Incorporation.
- For Customers that are Trust entities: all directors of the Trustee entity 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.
- Please contact Viva Energy if you are not sure who the appropriate signatories should be.

To: **Viva Energy Australia Pty Ltd** (ABN 46 004 610 459) and **Viva Energy Aviation Pty Ltd** (ABN 29 167 761 453) (“**Viva Energy**”).

In consideration of Viva Energy 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 or Fuel Card facility to; and/or
- (c) make any other arrangements whereby monies become owing to Viva Energy by,

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 as follows:

- (1) I/we unconditionally and irrevocably guarantee to Viva Energy:
  - a. the due and punctual payment of all moneys owing to Viva Energy from time to time by the Customer on any account, whether charged to the account by the Customer or any other person, 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 Viva Energy in connection with the account (including the obligation to avoid negligence and other tortious conduct), whether the performance and 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 Viva Energy at any time, I/we agree to pay to Viva Energy 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 Viva Energy against all loss, damage, costs and expenses suffered or incurred by Viva Energy as a result of the non-payment of all or any part of any moneys owing by the Customer to Viva Energy and any other failure by the Customer to satisfy the Obligations.
- (4) My/our obligations as Guarantor(s) under this Guarantee are primary obligations. Viva Energy 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 Viva Energy by the Customer, and this Guarantee will not be deemed to be wholly or partially discharged by the payment of any sums owing to Viva Energy by the Customer. I/we will not be entitled to discontinue or terminate this Guarantee without Viva Energy’s prior written approval.
- (7) This Guarantee will not be affected or discharged by the granting by Viva Energy 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 Viva Energy 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, Viva Energy would be entitled.

# Customer Account Application

- (10) All moneys payable under this Guarantee must be paid to Viva Energy without deduction, set-off or counterclaim.
- (11) A written statement signed by Viva Energy (or any person stated to be an authorised officer of Viva Energy) setting out the amount owing by the Customer or any Guarantor to Viva Energy will be conclusive evidence of the amount that is owing by the Customer or Guarantor to Viva Energy.
- (12) I/we agree to pay to Viva Energy all costs (including legal costs), charges and expenses incurred by Viva Energy in relation to any action taken by Viva Energy in respect of this Guarantee.
- (13) I/we acknowledge having read, understood and agreed to the Privacy Declaration set out in this Application and, in particular, agree that Viva Energy 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 in this Guarantee includes all of Viva Energy's affiliates and assigns.
- (16) I/we acknowledge having been given the opportunity by Viva Energy 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.

**EXECUTION**

This document is executed by the following persons as Guarantors:


NOTE: List all persons who are directors of the company or trustee as applicable, together, ("**the Guarantors**") as a Deed and delivered on the date stated below.

**Signed, sealed and delivered as a Deed by the Guarantor(s) and dated:**

Dated

Signatures of the above-named Guarantor(s) as witnessed by the below witnesses:

<b>Guarantor (1)</b>	<b>Guarantor (2)</b>	<b>Guarantor (3)</b>
<i>Guarantor signature</i>	<i>Guarantor signature</i>	<i>Guarantor signature</i>
<i>Guarantor name</i>	<i>Guarantor name</i>	<i>Guarantor name</i>
<i>Witness signature</i>	<i>Witness signature</i>	<i>Witness signature</i>
<i>Witness name</i>	<i>Witness name</i>	<i>Witness name</i>