

About this Document

This document sets out the terms and conditions upon which:

- **Viva Energy Australia Pty Ltd ABN 46 004 610 459** in the case of its sale of all Products except aviation fuels; and
 - **Viva Energy Aviation Pty Ltd ABN 29 167 761 453** in the case of Aviation Fuels
- (separately and together referred to as “Viva Energy” in this document),

will arrange for funds to be debited from the Customer’s nominated bank account, as authorised by the Customer for the purpose of meeting the Customer’s payment obligations in respect of its purchase of fuel Products from Viva Energy. These terms and conditions are in addition to the terms and conditions of the Customer’s existing contract(s) with Viva Energy

Authorisation

By signing the Direct Debit Request section of Viva Energy’s Commercial Account Application Form, the Customer authorises Viva Energy (User ID 000244) to deduct any amounts which the Customer owes from time to time to Viva Energy under all existing contract(s) made between the Customer and Viva Energy.

1. Viva Energy will arrange for funds to be debited from the Customer’s nominated bank account, as authorised by the Customer, on the direct debit date shown on tax invoices issued by Viva Energy to the Customer under the existing contract(s). If the direct debit date falls on a non-working day or public holiday the payment will be processed on the working day preceding the direct debit date. A tax invoice confirming the amount of the payment will be issued to the Customer in accordance with the Customer’s existing contract(s) with Viva Energy.
2. Viva Energy will advise the Customer of any changes to the debit arrangements at least 30 days in advance.
3. It is the Customer’s responsibility to ensure that the Customer has sufficient funds available in the Customer’s nominated Bank Account to cover payments and that the Customer’s bank account details are correct.
4. Direct debiting through BECS is not available on all bank accounts. If the Customer is paying by direct debit from its bank account, it is the Customer’s responsibility to ensure that its bank account can accept direct debits (the Customer’s financial institution can confirm this).
5. Should a payment default occur, Viva Energy will notify the Customer by email and, it is the Customer’s responsibility to organise alternative payment which should be received by Viva Energy within five (5) working days of the original due date.
6. Should a response not be received within the five (5) working days allowed, Viva Energy may:
 - a) list the payment default with credit reporting and rating agencies such as Equifax, Experian and Illion. Defaults are listed for a period of five (5) years and may have an adverse effect on the Customer’s credit rating; and/or
 - b) take other action in accordance with the terms and condition of the Customer’s existing contract(s) with Viva Energy in respect of defaulting payment until any outstanding payments have been made.
7. If the Customer believes that there has been an error in debiting its bank account, the Customer should notify our accounts department immediately on 13 16 18 (Monday to Friday 8am to 8pm AEST) or by email to tellvivaenergy@vivaenergy.com.au so that Viva Energy can resolve queries promptly. Viva Energy may direct the Customer’s claim to the Customer’s financial institution. Alternatively, the Customer may contact its financial institution direct.
8. If Viva Energy concludes, as a result of our investigations, that the Customer’s bank account has been incorrectly debited, Viva Energy will advise the Customer and arrange a refund of the amount due to the Customer. If Viva Energy concludes that the Customer’s account has been debited correctly, Viva Energy will advise the Customer and provide evidence of its finding.
9. If the Customer wishes to defer or alter any payment arrangements, stop an individual payment item, or cancel a payment authority contact the Viva Energy Accounts Department as per paragraph 8 above.
10. Confidentiality - all information provided to Viva Energy is confidential and protected by the Viva Energy privacy policy. The policy can be viewed www.vivaenergy.com.au/contact/privacy-policy. Viva Energy will keep any information (including your account details) confidential. However, the Customer acknowledges and agree that Viva Energy will need to provide information to its financial institution to initiate or alter payment arrangements from the Customer’s Bank Account or Credit Card or to investigate an alleged incorrect or wrongful payment.
11. This authority permits Viva Energy to change the amount debited from the Customer’s bank account, to reflect any change to prices. It also permits Viva Energy to change the amount debited or charged to cover any increases in

amounts payable arising from the purchase of additional products by the Customer from time to time in accordance with Customer's existing contracts with Viva Energy. In addition, the Customer acknowledges that Viva Energy can:

- a). change its direct debit procedures
 - b). change the terms of this direct debit request
 - c). cancel a direct debit request
12. When Viva Energy makes changes, Viva Energy will engage with the Customer in a fair, reasonable and ethical manner. Viva Energy will give the Customer 14 days' notice in writing of changes. However, Viva Energy does not have to give the Customer notice (or may give shorter notice) if Viva Energy reasonably considers necessary for Viva Energy to manage a material and immediate risk.