

Application for WFG Shell Affinity and/or WFG Private Black Card



Form is downloadable & fillable

Section one Purchaser details

Please complete all fields. **WHEN COMPLETE PLEASE EMAIL TO INFO@WESTERNFUELSGROUP.COM.AU**

Purchaser / legal entity		
<input type="checkbox"/> Company [List company]	Sole Trader [List individual]	
<input type="checkbox"/> Partnership [List all company & individual partners]	<input type="checkbox"/> Trust [List trustee/s and trust name]	
Company name	ACN	
1.		
2.		
Individual full names	Date of birth	Drivers licence
1.		
2.		
3.		
Trust name [if applicable]		
Full details of trustee		

Trading name			
Business ABN	Years trading		

Address				
Contact name	Email			
Mobile	Landline	Fax		

References		
Company	Contact	Phone
1.		
2.		
3.		

Section two Signing

The Purchaser:

- applies for an WFG Shell Affinity/WFG Private Black Card account and agrees to the WFG Card terms and conditions in section five.
- confirms it has read the collection notice in section nine and makes the business purpose declaration in that section.

The signatory certifies and confirms he or she has the Purchaser's' authority to sign this application.

Authorised representative	X	Witness	X
Print name		Witness name	
Print position (e.g. director)		Date	

Section three Card fee & payment terms

Card fee	WFG Shell Card \$2.75 (including GST) per card per month. WFG Private Card no fee
Payment terms (Section 5 clause 4)	Fourteen Days end of month of the month following purchase (or if that date is not a business day, by the preceding business day) BY DIRECT DEBIT (complete form on page 8).

Section Four A WFG Shell Affinity Cards required

		Check/Tick applicable products						
		ULP	PULP	Diesel	AD Blue	Oils		
1	Card One							
2	Card Two							
3	Card Three							
4	Card Four							
5	Card Five							
6	Card Six							
7	Card Seven							
8	Card Eight							
9	Card Nine							
10	Card Ten							

Section Four B WFG Private Black Cards required

13	Card One					N/A		
14	Card Two							
15	Card Three							
16	Card Four							
17	Card Five							
18	Card Six							
19	Card Seven							
20	Card Eight							
21	Card Nine							
22	Card Ten							
23	Card Eleven							
24	Card Twelve							
25	Card Thirteen							
26	Card Fourteen							
27	Card Fifteen							

Please attach list for additional cards



1. In these terms and conditions:

Affinity Card / WFG Private Black Card ("Card") WFG Shell Card issued by Viva to Western Fuels Group and in turn issued to the Purchaser, or a WFG Private Black Card

Business Day means any day on which banks generally are open in Western Australia.

Card Products means goods or services purchased with a **Card** and **Card Fuel Products** means petrol, diesel, LPG, ethanol, biodiesel and other fuel purchased with an Affinity Card.

Fee means the card fee specified in this application.

WFG means Mattben Pty Ltd T/As Western Fuels Group ACN 104 515 568 (and its successors and permitted assigns).

WFG Card Terms & Conditions means WFG's Card Terms and Conditions for WFG Shell Affinity cards and WFG Private Black Cards (the current version of which is in section six), as varied or replaced by WFG from time to time.

2. The WFG Card Terms and Conditions form part of these terms and conditions and apply to purchases of Card Products as varied by these terms and conditions.

3. The price for Card Fuel Products is the pump price at the place of delivery at the time of delivery less the negotiated discount.
4. The Purchaser must:
 - (a) pay for purchases of Card Products and the Fee within the time notified by WFG from time to time and, if no time is notified, within 7 days of delivery;
 - (b) make payment by direct debit, unless otherwise agreed;
 - (c) if payment is due on a day that is not a Business Day, pay by the immediately preceding Business Day.
 - (d) ensure that the amount it owes WFG for Card Products does not at any time exceed the credit limit notified by WFG from time to time.
5. If the Purchaser fails to make payment or otherwise breaches these terms and conditions, WFG may exercise its rights under any bank guarantee or other security it holds from the Purchaser or other person on behalf of the Purchaser.
8. The address for notices to WFG is 205 Harbour Road, Esperance Western Australia, 6450 or as subsequently notified.

[Note these may be updated from time to time without notice.
Refer www.westernfuelsgroup.com.au]

1. Acceptance of Terms and Conditions

The Accountholder acknowledges acceptance of these Terms and Conditions. In the event of any inconsistency between the terms of an executed agreement between WFG and the Account holder and these Terms and Conditions, the terms of the executed agreement shall prevail to the extent of the inconsistency.

2. Definitions and Interpretation

In these Terms and Conditions unless the context otherwise requires:

"Accountholder" means the partnership, firm, body corporate or other person named in the Application.

"Application" means the application form and any related documentation signed by or on behalf of the Accountholder.

"Authorised User" means a person authorised by the Accountholder to use the Accountholder's WFG Cards and is deemed to be an agent of the Accountholder.

"Business Day" means any day other than a Saturday, Sunday or public holiday in Western Australia.

"Motor Fuels" means un-leaded, unleaded E10, Unleaded 95, premium un-leaded and diesel fuel (on-road use only), together with other motor fuels nominated from time to time as available on the Accountholder's WFG Card at Nominated Premises.

"Nominated Premises" means premises nominated by WFG from time to time.

"Nominated Vehicle" means a vehicle nominated by the Accountholder for a WFG Card in the card order form in the Application or by the Accountholder in writing.

"Nominated Vehicle WFG Card" means a WFG Card for use with a Nominated Vehicle, the Vehicle Identification Number, together with the Accountholder's name and the WFG identifying number.

"Other Goods and Services" means products and services other than Motor Fuels, Shell LPG and Non-Shell LPG nominated by WFG from time to time as available on the Accountholder's WFG Card at Nominated Premises.

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

"PIN" means a 4-digit personal identification number.

"Product" means Motor Fuels, Shell LPG, Non-Shell LPG and Other Goods and Services.

"WFG Card Website Facility" means the WFG Card Online website and any website facility which replaces WFG Card Online, as notified by WFG.

"Term and Conditions" means these WFG card terms and conditions as amended from time to time and the Accountholders Application, together with any other terms relating to the WFG Card.

"Vehicle Identification Number" means the vehicle registration number or any other number requested by the Accountholder and agreed to by WFG.

Unless the context requires otherwise singular words include plural and vice versa, person includes a company and vice versa. Headings are for convenience only. All references to money are to Australian currency.

3. WFG Card

If WFG accepts the Accountholder's Application, WFG may issue a WFG Card to the Accountholder for each:

- (a) Nominated Vehicle; or
- (b) Authorised User,

to obtain Product at Nominated Premises. However WFG may elect, at any time in its absolute discretion, not to issue a WFG Card for a Nominated Vehicle or Authorised User.

4. Supply of Product

- (a) If a valid WFG Card is presented, supplies of Product will be made to the Accountholder at Nominated Premises, subject to any transaction limits set by WFG from time to time. To the extent permitted by law, WFG will not be liable in respect of any loss or damage suffered by the Accountholder howsoever arising under or pursuant to these 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 WFG either:
 - (i) re-supplying the Product; or
 - (ii) supplying an equivalent Product,

or paying for the costs thereof, where this is permitted by law.

- (b) WFG will not be liable for a failure or delay in delivering Product or in complying with these 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 Accountholder for any reason.

The supply of Motor Fuels, Shell LPG or Non-Shell LPG on WFG Card must be into the tank of the Nominated Vehicle (or road vehicle, in the case of a Personal WFG Card).

5. Accountholder's Purchases

- (a) When using a WFG Card the Accountholder is deemed to purchase the Products from WFG. Property in Motor Fuels, Shell LPG and Non-Shell LPG purchased on WFG Card will pass to the Accountholder immediately prior to the product passing into the storage tank of the relevant vehicle. Property in any other Product purchased on WFG Card will pass to the Accountholder upon the completion of the transaction processing the WFG Card at the Nominated Premises.

6. Card Use

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



7. Nominated Vehicles

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

8. Authorised User

The Authorised User of a Personal WFG Card is the only person permitted to use that Personal WFG Card.

9. Unauthorised User

Except as otherwise expressly stated in these Terms and Conditions, the Accountholder will be liable to WFG for all WFG Card transactions processed on the Accountholder's WFG Card(s), including, without limitation, where, in respect of a Personal WFG Card, a transaction is processed in circumstances where the Authorised User is not the person presenting the WFG Card. The Accountholder shall ensure that Authorised User(s) complies with these Terms and Conditions.

10. PIN

If a PIN is issued with a WFG Card, the Authorised User must use the PIN when using the WFG Card at Nominated Premises. The Accountholder must ensure that the PIN is only used by Authorised Users and not disclosed directly or indirectly to any person not authorised to use the WFG Card.

11. Property

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

12. Lost, Stolen or Misused Cards

(a) If a WFG Card is lost, stolen or subject to unauthorised use, the Accountholder must immediately notify WFG at:

Western Fuels Group

205 Harbour Road, Esperance, WA, 6450

Telephone 08 9071 0555

Email : info@westernfuelsgroup.com.au

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

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

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

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

13. Cancellation of WFG Cards

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

(b) The Accountholder must destroy or cut in half all cancelled WFG Cards immediately.

(c) WFG will cancel an Accountholder's WFG Card account if the Accountholder forwards to WFG a written authorisation in a form approved by WFG to cancel the Accountholder's WFG Card account.

(d) The Accountholder will remain liable in respect of the use of any WFG Card up until:

(i) in the case of WFG cancelling the WFG Card, the destruction of the WFG Card; and

(ii) in the case of the Accountholder cancelling the WFG Card, the date on which the WFG Card is cancelled by WFG.

(e) On cancellation of all the Accountholder's WFG Cards, the debit balance of the Accountholder's WFG Card account becomes immediately due and payable to WFG.

14. Effecting a Purchase of Products

14.1 Sales Docket

On completion of a WFG Card transaction processed electronically at a Nominated Premises the Authorised User will be given a sales docket at the time of purchase, which will include:

- Card number;
- Description of Product;
- Pump price of Product (if applicable);
- Quantity of Product;
- Total value of Product (based on the pump price, if applicable);
- Time and date of purchase;
- Odometer reading (if applicable and where provided);
- Name of Nominated Premises; and
- Address of Nominated Premises.

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

14.2 Manual Transactions

Where a WFG Card transaction is completed manually at a Nominated Premises, the Accountholder or Authorised User must sign the sales docket.

15. Price

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

15.1 Motor Fuels and Shell LPG

The GST inclusive price for Motor Fuels and Shell LPG 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).

15.2 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.

15.3 Non-Shell LPG

The GST inclusive price for Non-Shell LPG is the GST inclusive pump price at the time the Non-Shell LPG is purchased from the Nominated Premises.

16. Charges for Use of WFG Card

For purchases made on the Accountholder's WFG Card, WFG will debit the Accountholder's WFG Card account with:

- the price of the Products;
- fees, including but not limited to the fees in WFG's list of scheduled fees and charges revised from time to time;
- government taxes and charges; and
- reasonable enforcement expenses incurred by WFG in enforcing these Terms and Conditions.

17. WFG Card Invoice and Statement

- WFG will issue after the end of the month or other agreed period ("Billing Period"), a transaction report of the Accountholder's WFG Card account, detailing the Accountholder's WFG Card purchases and any applicable charges, together with a tax invoice.
- Subject to Clause 17(d), the Accountholder will pay the amount shown on the tax invoice no later than the 14th 21st day following the end of the Billing Period, or by such other date as agreed in writing (the "Due Date"). The Accountholder must pay the amount shown on the tax invoice in full without asserting any set off, counter claim or right to withhold whatsoever.
- Payment will be made by means of an automatic bank debit by WFG of the Accountholder's bank account pursuant to the terms of Clause 18.
- If any amounts are not paid by the Due Date, then, on notification from WFG, the balance of the Accountholder's account (including purchases made in the current Billing Period) will become immediately payable and interest shall be payable in accordance with Clause 17(e).
- If any amounts are not paid by the Due Date, WFG may charge the Accountholder 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.

18. WFG Direct Debit Arrangement (Client Service Agreement)

18.1 Drawing Arrangements

- The Accountholder acknowledges that by completing the bank account details and signing the WFG Card Application that moneys due to WFG will be drawn from that Accountholder's nominated bank account. WFG will initiate a drawing on or after the Due Date. If funds are not available in the Accountholder's nominated bank account on the Due Date, WFG reserves the right to charge the Accountholder an unpaid direct debit fee.
- If the Due Date falls on a non-Business Day, WFG will draw the amount on the first Business Day before the Due Date.
- WFG reserves the right to cancel the drawing arrangements at any time and to arrange an alternate payment method with the Accountholder.
- WFG will keep all information pertaining to the Accountholder's nominated bank account private and confidential.

18.2 Accountholder's rights

- Subject to Clause 18.3:
 - the Accountholder may terminate the drawing arrangements at any time by giving written notice to WFG. Such notice must be received by WFG at least 5 Business Days prior to the Due Date;
 - the Accountholder may stop payment of a particular drawing by giving written notice to WFG. Such notice must be received by WFG at least 5 Business Days prior to the Due Date;
 - the Accountholder may request changes to the frequency of drawings by contacting WFG and advising of changes no less than 5 Business Days prior to the Due Date.
- Where the Accountholder considers that a drawing has been initiated incorrectly the Accountholder should take the matter up directly and immediately with WFG.

18.3 Accountholder's responsibilities

It is the Accountholder's responsibility to ensure that sufficient funds are available in the nominated bank account to meet a drawing on its Due Date.

It is the Accountholder's responsibility to ensure that:

- the authorisation given to draw on the bank account as completed in the WFG Card Application is identical to the account signing instructions held by the financial institution where the account is based;
- WFG is advised if the bank account is transferred or closed; and
- a suitable alternate payment method is arranged if the drawing arrangements are cancelled either by the Accountholder, the nominated bank or WFG.

19. Security

If at any time the ability of the Accountholder to fulfil its obligations under these Terms and Conditions should, in WFG's opinion, become impaired, then security satisfactory to WFG shall be given by the Accountholder on demand.

20. Data Protection

- Where WFG receives, collects or handles Personal Information in the course of processing and administering the Accountholder's WFG Card, WFG 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.
- All Personal Information collected by WFG will be treated in accordance with the Privacy Act 1988 (Cth) and WFG's Privacy Policy (at www.westernfuelgroup.com.au), as amended from time to time.
- The Accountholder acknowledges that it consented to the use by WFG of its Personal Information in accordance with the WFG privacy declaration in the Application.

21. Account Enquiries

- If the Accountholder wants to question or dispute the details of any transaction recorded on a WFG Card transaction report, tax invoice or sales docket, the Accountholder will advise WFG in writing within 30 days of receiving the transaction report, tax invoice or sales docket and will produce to WFG on request a copy of the relevant transaction report, tax invoice or sales docket in respect of the transaction.
- Subject to law, WFG will not be required to consider any question or dispute on the Accountholder's account notified more than 30 days after the date of the Accountholder's relevant WFG Card transaction report, tax invoice or sales docket.



- (c) In the event of a pricing dispute relating to Products purchased and processed manually, the copy of the sales docket retained by WFG will be prima facie evidence of the transaction.
- (d) 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.
- (e) The Accountholder 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.

22. Change in Terms and Conditions

WFG has the right to vary, delete or supplement these Terms and Conditions (or any other term contained in written correspondence from WFG), including but not restricted to the amount of any charges referred to in Clause 16, by written notice. Any change takes effect from the earlier of:

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

23. Accountholder's Details

The Accountholder shall notify WFG immediately of any change in the Accountholder's registered name, trading name, ownership, business entity, registered office or principal place of business and directorship. Any address nominated by the Accountholder or an Authorised User for delivery of a WFG Card or other communication which differs from the address stated on the Application must be confirmed by the Accountholder via the WFG Card Website Facility. WFG may require proof of trading from such alternative address.

24. Notices

- (a) WFG may give a notice by:
 - (i) delivering it personally to the Accountholder; or
 - (ii) leaving it at, or sending it by post, facsimile or email to the Accountholder's address last advised to WFG in writing.

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

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

Western Fuels Group
205 Harbour Road, Esperance, WA, 6450
Email: info@westernfuelsgroup.com.au

25. Taxes

25.1 Government Charges

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

25.2 GST

- (a) Except where a Taxable Supply is expressly stated to be inclusive of GST, if a Taxable Supply is made under these Terms and Conditions by either the Accountholder or WFG, the party which made the supply (the "**Supplying Party**") may in addition to the amount payable under these 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 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 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).

26. Waiver

The failure of WFG to insist upon strict performance of any of the provisions of these Terms and Conditions will not be deemed a waiver of any subsequent breach of or default in these terms and Conditions by the Accountholder. No waiver is effective unless it is in writing.

27. Assignment

These Terms and Conditions are personal to the Accountholder and the Accountholder shall not be entitled to assign, transfer, mortgage or charge any of its rights or obligations under these Terms and Conditions. WFG, without the Accountholder's consent, may assign or transfer by novation any of its rights or obligations under these Terms and Conditions.

28. Severability

If any term of these 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 Terms and Conditions in the relevant jurisdiction.

29. Commissions

The Accountholder acknowledges that WFG may give or receive commissions, volume discounts, fees and other benefits in connection with the supply of Products to the Accountholder.

30. Joint and Several Liability

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

31. Trustee

If the Accountholder carries on business as a trustee, the Accountholder is bound by these Terms and Conditions both as trustee and in its own capacity.

32. Governing Law

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



This Guarantee makes the Guarantors liable for all monies owing by the Purchaser to WFG under the Application and any other agreement between WFG and the Purchaser.

Each Guarantor acknowledges they have been given the opportunity to seek independent legal and financial advice before signing this Guarantee.

1. In this section:

Application means the Affinity card application and fuel supply terms of which this guarantee forms part.

Guarantee means the guarantee and indemnity in this section.

Guarantors means the parties signing this guarantee and indemnity and each of them jointly and severally.

Purchaser means the Purchaser named in the Application.

WFG means Mattben Pty Ltd T/As Western Fuels Group ACN 104 515 568 and its successors and assigns.

Terms means the terms of supply included in the Application, and any changes or replacement of those terms.

2. The Guarantors give this Guarantee in consideration of WFG agreeing to supply fuel products to the Purchaser.

3. The Guarantors unconditionally and irrevocably:

- (a) guarantee the payment on time of any money owing by the Purchaser to WFG at any time and for any reason and undertake to pay any money owing by the Purchaser to WFG on demand by WFG; and
- (b) as a separate undertaking, indemnify WFG against all losses, liabilities and costs (including legal costs actually payable by WFG to its legal representatives) arising directly or indirectly as a result of or in connection with any breach by the Purchaser of the Terms or the enforcement of this Guarantee.

4. This Guarantee is a continuing security and remains in force until it is discharged by WFG.

5. The liability of the Guarantors and the rights of WFG is unlimited and is not affected by anything which might otherwise affect it at law or in equity including:
 - (a) WFG granting time or other indulgence to, compounding or compromising with or releasing the Purchaser or any Guarantor;
 - (b) acquiescence, delay, acts, omissions or mistakes by WFG;
 - (c) the failure of anyone to execute this Guarantee or the invalidity or unenforceability of an obligation or liability of any person;
 - (d) any transaction or arrangement between WFG and the Purchaser; and
 - (e) any variation, assignment or termination of this Guarantee.
6. The Guarantors waive any right they have to require WFG to commence proceedings or enforce any other right against the Purchaser or any other person before claiming under this Guarantee.
7. A certificate by WFG stating the amount owing by the Purchaser or the Guarantors is conclusive.
8. While this Guarantee is in force, no Guarantor may:
 - (a) raise a set-off or counterclaim available to it or the Purchaser against WFG to reduce its liability under this Guarantee;
 - (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by Liberty in connection with this Guarantee; or
 - (c) either directly or indirectly prove in, claim or receive the benefit of any distribution, dividend or payment from the liquidation of the Purchaser or other arrangement with creditors.
9. WFG may charge interest, calculated on the amount overdue at the penalty interest rate fixed from time to time under section 2 under the *Penalty Interest Rate Act* plus 3% on any amount not paid by the Guarantors when due.
10. If any part of these terms and conditions, being a whole or part of a clause, is held to be unenforceable or invalid then it is severed without affecting any other part of these terms and conditions.
11. A failure or delay to exercise a power or right is not a waiver of that power or right. Only a written waiver is effective.
12. The law of the state of Western Australia governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of that state and of the Commonwealth of Australia.

Each director to sign as Guarantor

First Guarantor		Second Guarantor	
Full name		Full name	
Private address		Private address	
Date of birth		Date of birth	
Drivers licence		Drivers licence	
Guarantor signature	X	Guarantor signature	X
Witness signature	X	Witness signature	X
Witness name		Witness name	
Date signed		Date signed	

Please complete this section. **PAYMENT MUST BE MADE BY DIRECT DEBIT. Refer section 5, clause 4(b).**

Request and authority to debit the account below to pay
Mattben Pty Ltd T/As Western Fuels Group ACN 104 515 568 (user ID 654713) ('WFG')

You request and authorise WFG to arrange, through its own financial institution, a debit to *your* nominated account any amount it deems payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your account* nominated below and is subject to the terms and conditions of the direct debit request service agreement.

Your details

Name	
Business ABN	

Bank account

Account name			
Bank		Branch	
BSB (6 digits)		Account number	

Authorisation

By signing and/or providing us with this valid instruction, *you* confirm you understand and agree to the terms and conditions governing the debit arrangements between you and WFG as set out in this request and the direct debit request service agreement. Please ensure all necessary signatories sign, particularly for joint accounts.

Signature		
Capacity (e.g. director)		
Address		
Date		

Direct debit request service agreement

This is your direct debit service agreement with us. It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your *direct debit request*.

The terms of this *agreement* are for the purpose of supply of fuel and related matters.

1. Definitions for this section:

- (a) **account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
- (b) **agreement** means this direct debit request service agreement between you and us.
- (c) **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- (d) **debit day** means the day that payment by you to us is due.
- (e) **debit payment** means a particular transaction where a debit is made.
- (f) **direct debit request** means the direct debit request between us and you.
- (g) **us** or **we** means Mattben Pty Ltd T/As Western Fuels Group ACN 104 515 568 (user ID 654713).

(h) **you** means the customer who has signed or authorised by other means the *direct debit request*.

(i) **your financial institution** means the financial institution nominated by you on the *direct debit request* at which the account is maintained.

2. Debiting your account

- (a) By signing a *direct debit request* or by providing us with a valid instruction, *you* have authorised us to arrange for funds to be debited from *your account*. You should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between us and *you*.
- (b) We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.
- (c) If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If you are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

3. Amendments by us

We may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least fourteen (14) days written notice

4. Amendments by you

Please email completed application to info@westernfuelsgroup.com.au



You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days written notice.

5. Your obligations

- (a) It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *direct debit request*.
- (b) If there are insufficient clear funds in *your* account to meet a *debit payment*:
 - (a) *you* may be charged a fee and/or interest by *your financial institution*;
 - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
 - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your* account by an agreed time so that *we* can process the *debit payment*.
- (c) *You* should check *your* account statement to verify that the amounts debited from *your* account are correct.

6. Dispute

- (a) If *you* believe that there has been an error in debiting *your* account, *you* should notify *us* immediately and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly. Alternatively *you* can take it up directly with *your* financial institution.
- (b) If *we* conclude as a result of our investigations that *your* account has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your* account (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your* account has been adjusted.
- (c) If *we* conclude as a result of our investigations that *your* account has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

7. Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your* account as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your* account details which *you* have provided to *us* are correct by checking them against a recent account statement; and
- (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

8. Confidentiality

- (a) *We* will keep any information (including *your* account details) in *your* direct debit request confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
- (b) *We* will only disclose information that *we* have about *you*:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

9. Notice

- (a) If *you* wish to notify *us* in writing about anything relating to this agreement, *you* should:
 - (a) write to our address as specified in this document or subsequently notified by *us*; and
 - (b) email or phone our manager in *your* state.
- (b) *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request* and/or by sending an email to *your* last-known email address.
- (c) Any notice will be deemed to have been received on the third banking day after posting.

Section nine Privacy & credit

Collection notice

Mattben Pty Ltd T/As Western Fuels Group ACN 104 515 568 (WFG) respects your privacy. WFG will only use personal information and credit information (Information) for the administration of the Affinity fuel card, for the supply of fuel and for related matters.

For these purposes, WFG may also disclose Information to its related companies, Liberty Oil Australia Pty Ltd, to Viva Energy Australia Pty Ltd, to service providers (including credit reporting agencies), to security providers, to parties involved in any associated loyalty program and to others as required by law.

We authorise WFG to make any enquires (including obtaining a credit report) concerning our creditworthiness or as to the accuracy of the information provided in this application. We consent to any credit report concerning us being made available to WFG for the purposes of assessing this application for a WFG Card. We authorise WFG 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.

We agree that if we nominate an additional card holder we will first ensure that the card holder has seen this privacy declaration and agreed to their personal information being collected, used or disclosed by WFG as above.

WFG's privacy and credit reporting policies, available at www.westernfuelsgroup.com.au, provide more details about how WFG may deal with Information.

The policy explains:

- how an individual can access or correct Information;
- how an individual can make a complaint related to privacy or credit reporting;
- how that complaint will be dealt with; and
- the extent to which Information may be disclosed to overseas recipients (if at all).

If we have any queries about these matters or if we wish to correct any personal information held by WFG, we can contact the Liberty privacy officer on (08) 9334 5111

The Purchaser should make its directors and other relevant individuals aware of this notice.

Business purpose declaration

The Purchaser declares that the credit provided to it by WFG is to be applied wholly or predominantly for either business or investment purposes. Importantly, it acknowledges that by signing this application, it may lose protection under the Consumer Credit Code.

