



Credit Application

Who can apply

To apply you must:

- ✓ Have a valid ABN or ACN
- ✓ Be a tax resident of Australia - based, registered and operating in Australia

What you'll need

- ✓ ABN and/or ACN details
- ✓ Director/Public Officer/Owner's details e.g. DOB and private address
- ✓ Business's accounts payable contact details e.g. email address
- ✓ The name and contact details of three businesses who will provide a trade reference
- ✓ Site information – supplied images of the tank that is to be filled by Liberty Oil Australia

Full Terms and Conditions can be reviewed at: libertyoil.com.au/terms-and-conditions

Liberty Head Office
39 Burleigh Street
Spotswood, Victoria, Australia
Phone: 03 8530 3500

(ACN 114 544 437)

www.libertyoil.com.au

Credit Application

Complete this application form and [click here](#) to return, or email: applications@libertyoil.com.au

(ACN 114 544 437)

Section 1. Applicants details

Trust

Full Entity Name (Trustee and Trust):

Trading As/Business Name:

ACN for Trustee:

ABN for Trust:

Address:

Full Names of all Directors / Trustees:

Phone Number:

Email:

Please attach a copy of the page from the Trust Deed which defines who the Trustee Company is.

Company

Full Entity Name:

Trading As/Business Name:

ACN:

ABN:

Address:

Full Names of all Directors:

Phone Number:

Email:

Partnership

Full Entity Name:

Trading As/Business Name:

ACN:

ABN:

Address:

Full Names of all Directors:

Phone Number:

Email:

Sole Trader

Full Name:

Trading As/Business Name:

ACN:

ABN:

Address:

Full Names of all Partners:

Phone Number:

Email:

Section 2. References

Referee 1.

Company:

Contact Name:

Phone:

Referee 2.

Company:

Contact Name:

Phone:

Referee 3.

Company:

Contact Name:

Phone:

Section 3. Payment method

Direct Debit (Please complete Section 10. Direct debit request form)

Credit Card (Please call us on 03 8530 3519 should you require assistance)

Direct Deposit Liberty Oil Australia: BSB: 033079 Account Number: 229641

Section 4. Delivery address for bulk fuel supply

Delivery Address 1

Tank Safe Fill Diesel:

Tank Safe Fill Petrol:

Approx. Order size:

Approx. Orders per year:

Preferred day: Weekday

Weekend

Preferred delivery time: AM PM

Delivery Address 2

Tank Safe Fill Diesel:

Tank Safe Fill Petrol:

Approx. Order size:

Approx. Orders per year:

Preferred day: Weekday

Weekend

Preferred delivery time: AM PM

Delivery Address 3

Tank Safe Fill Diesel:

Tank Safe Fill Petrol:

Approx. Order size:

Approx. Orders per year:

Preferred day: Weekday

Weekend

Preferred delivery time: AM PM

Please contact your Account Manager if you require additional delivery addresses.

Section 5. Site Information

To ensure prompt and safe delivery, please include **four images** (showing four different sides) of your tank with your application for our operations team.

Date:

I have sent through four images of the tank that will be filled by Liberty Oil

Section 6. Business Purpose Declaration

The Purchaser declares that the credit provided to it by Liberty 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.

Section 7. Standard Terms and Conditions Liberty Oil Australia Pty Ltd ACN 114 544 437 (Liberty)

I/ we:

- Are authorised to sign this application on behalf of the Purchaser
- agree for the Purchaser to be bound by the supply agreement already in place between the Purchaser and Liberty and if none is in place then the Standard Terms and Conditions referenced in this Section 7
- agree to the declaration set out in section 6 - Business Purpose Declaration
- confirm that the information completed in this application is to the best of my knowledge true and correct.

Signed by the Purchaser:

Name:

Position (if non individual):

Signature:

Signature date:

Please provide a copy of your ID (e.g. Driver's license)

Signed by the Purchaser:

Name:

Position (if non individual):

Signature:

Signature date:

Please provide a copy of your ID (e.g. Driver's license)

By signing this Section 7 of the Credit Application the signatory or signatories, for and on behalf of the Purchaser (as identified in Section 1 of this form) apply for a trading account with Liberty Oil Australia Pty Ltd ACN 114 544 437 on the terms and conditions set out in this form and understands that if an account is approved by Liberty then unless a separate supply agreement is negotiated and duly signed by the Purchaser and Liberty then Liberty's Standard Terms and Conditions will govern and be applicable to all supply of products, goods and services by Liberty to the Purchaser. A copy of Liberty's Standard Terms and Conditions is published at libertyoil.com.au/terms-and-conditions.

Section 8. Privacy & Credit Collection notice

Liberty Oil Australia Pty Ltd ACN 114 344 437 (Liberty) respects your privacy. Liberty 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, Liberty may also disclose Information to its related companies, 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 Liberty 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 Liberty for the purposes of assessing this application for a Affinity Card. We authorise Liberty to use that report or any information derived from Penalty Interest Rate Act 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 Liberty as above.

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

The policy explains:

- a. how an individual can access or correct Information;
- b. how an individual can make a complaint related to privacy or credit reporting;
- c. how that complaint will be dealt with; and
- d. 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 Liberty, we can contact the Liberty privacy officer on (03) 8530 3500. The Purchaser should make its directors and other relevant individuals aware of this notice.

Section 9. Direct Debit Request

Request and authority to debit the account below to pay Liberty Oil Australia Pty Ltd ACN 114 544 437 (user ID 314292). You request and authorise Liberty 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 in accordance with Liberty's Direct Debit Request Service Agreement, a copy of which is published at libertyoil.com.au/terms-and-conditions.

Your details:

Name:

Business ABN:

Bank Account:

Bank:

Bank Account BSB:

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 Liberty 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):

Signature date:

Address:

Section 10. Guarantee and Indemnity

In Consideration for Liberty, the Liberty Group, or its related bodies corporate (jointly and separately called "Liberty") granting or confirming to grant credit to:

Guarantor 1 (tick and insert details if applicable)

Full name of Guarantor:

Address:

Date of Birth

Email:

Phone No:

Driver's License No.

Position/Relationship to Purchaser:

Copy of drivers license provided

Guarantor 2 (tick and insert details if applicable)

Full name of Guarantor:

Address:

Date of Birth

Email:

Phone No:

Driver's License No.

Position/Relationship to Purchaser:

Copy of drivers license provided

Jointly and severally "the Guarantor(s)" agree and undertake as follows:

1. The guarantor guarantees that the Purchaser will pay Liberty every amount which it owes Liberty and the guarantor agrees to pay Liberty on demand any of those amounts in respect of which the Purchaser is in default, as well as any expense of Liberty to enforce this guarantees and indemnity including, but not limited to, legal costs and expenses, on a full indemnity basis.
2. The amount which the Purchaser owes Liberty includes all credit which Liberty extends, interest on overdue amounts and all enforcement expenses relating to the Purchasers indebtedness including but not limited to legal costs and expenses on a full indemnity basis. Liberty may extend credit in excess of the amount shown in the attached Application.

3. The guarantor has read a copy of Liberty's credit application and the terms and conditions of trade between Liberty and the Purchaser.
4. As a separate undertaking, the guarantor indemnifies Liberty and keeps it indemnified against each liability, loss, cost, charge and expense that Liberty incurs in the Purchaser breached any kind of obligation to Liberty (including, without limitation, any obligation to pay money) if the Purchaser makes an incorrect or misleading representation or warranty, or if any part of the guarantee and indemnity is unenforceable.
5. This guarantee and this indemnity are each unconditional, not revocable, continuing and will not be discharged by an intermediate payment or settlement of accounts or by the insolvency or death of one or more of the Guarantors.
6. If there is more than one guarantor, each guarantor is liable for every obligation to Liberty pursuant to this guarantee and indemnity both jointly with any other guarantor, as well as separately liable for every obligation on their own.
7. Each guarantors liabilities arising under this guarantee and indemnity are not affected by anything which might but for this clause, affect them at law or in equity. Without limitation, each guarantor is bound by this guarantee and indemnity even if any other person named as guarantor is not bound for any reason, or if the indebtedness of the Purchaser to Liberty is discharged, distinguished or postponed in any way and for any reason.
8. The rights of Liberty arising under this guarantee and indemnity are not affected by anything which might but for this clause, affect them at law or in equity. This includes but is not limited to, Liberty granting time or other indulgence to compound or compromise with or release the Purchaser or another guarantor, acquiescence, delays, acts, omissions or mistakes by Liberty, a novation of a right of Liberty or a variation of an agreement, arrangement or understanding between Liberty and the Purchaser.
9. If a claim is upheld, conceded or compromised that a payment or transfer to Liberty under an agreement, arrangement or understanding with the Purchaser or under this guarantee and indemnity is void or voidable, then Liberty is entitled immediately as against each guarantor to the rights to which it would have been entitled if the payment or transfer could not have occurred. This includes, but is not limited to, a claim under laws for liquidation, insolvency or protection of creditors.
10. The guarantor must obtain the prior written consent of Liberty before it can raise a set off or counter claim available to it or the Purchaser against Liberty in reduction of its liability pursuant to this guarantee and indemnity, or can claim entitlement to the benefit of a security or guarantee Liberty holds for the Purchaser, or can make a claim or enforce a right against the Purchaser, a guarantor or their property or can prove in competition with Liberty if a liquidator, receiver, official manager or trustee in bankruptcy is appointed for the Purchaser.
11. Liberty may claim under this guarantee and indemnity even if Liberty has not incurred an expense made a payment or started any proceedings against the Purchaser.
12. Liberty may assign its rights arising in relation to this guarantee and indemnity free of any equity, set off or counterclaim.
13. If any part of this guarantee or indemnity is illegal, unenforceable or void against one or more, of the guarantors then the part which is illegal, unenforceable or void is served and then only in respect of the guarantors against whom it is illegal, unenforceable or void. The remainder of this guarantee and indemnity continues in full force and effect.
14. If the guarantee is a company, it warrants that it is able to meet its debts as and when due, and that it has the authority and all the necessary approvals required by law, to give this guarantee and indemnity, including without limitation, the approval of its shareholders.
15. This guarantee and indemnity is governed by laws of the commonwealth of Australia and the parties submit to the non exclusive jurisdiction of the courts of the Commonwealth of Australia.
16. The guarantor acknowledges to Liberty that in providing credit to the Purchaser, Liberty has relied on the guarantors' representation that they understand the effect of this document, have had the opportunity to seek independent legal advice prior to executing this guarantee and indemnity and that they are entering into this document on their own free will.
17. Despite any other matter referred to in the Application and/or this Guarantee and Indemnity, the Guarantor hereby charges all of its right, title and interest in any present or future personal property and real property held by the Guarantor for the performance of its obligations under this credit application and/or this Guarantee and Indemnity and hereby consents to the registration by Liberty of a charge or caveat against the title to such personal and/or real property. The Guarantor shall neither raise complaint nor require the lapsing of a caveat or charge as the case may be where Liberty registers such interest pursuant to this credit application and/or this Guarantee and Indemnity. This chargeable interest accrues and is applicable under the Personal Property Securities Act 2009 (Cth) and/or the Real Property Act 1900 (NSW), applicable interstate land registration Acts and under the Common Law. The parties to this Application agree that Liberty's rights under this clause only arise in circumstances where the Purchaser or Guarantor have breached any of its obligations hereunder.
18. This Guarantee makes the Guarantors liable for all monies owing by the Purchaser to Liberty under the Application and any other agreement between Liberty and the Purchaser.
19. Each Guarantor acknowledges they have been given the opportunity to seek independent legal and financial advice before signing this Guarantee.
20. In this section:
 - a. Application means the credit application for fuel supply terms of which this guarantee forms part.
 - b. 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.
 - c. Purchaser means the Purchaser named in the Application.
 - d. Liberty means Liberty Oil Australia Pty Ltd ACN 114 544 437 and its successors and assigns.
 - e. Terms means the terms of supply included in the Application, and any changes or replacement of those terms.

Executed as a Deed Poll

If the First Guarantor is an individual:

Signed, sealed and delivered by the First Guarantor in the presence of an independent adult witness.

Print Name of First Guarantor:

First Guarantor Signature:

Signature date:

 / /

Print Name of Witness:

Witness Signature:

Signature date:

 / /

If there is a Second Guarantor and that Second Guarantor is an individual:

Signed, sealed and delivered by the Second Guarantor in the presence of an independent adult witness

Print Name of Second Guarantor:

Second Guarantor Signature:

Signature date:

 / /

Print Name of Witness:

Witness Signature:

Signature date:

 / /

Liberty Depots

New South Wales

Albert
Bourke
Condobolin
Coonabarabran
Dubbo
Griffith
Warren

Western Australia

Albany
Busselton
Corrigin
Kalgoorlie
Katanning
Merredin
Perth (Hope Valley)

Northern Territory

Katherine

Queensland

Biloela
Bowen
Brisbane (Pinkenba)
Cairns
Cloncurry
Emerald
Gladstone
Goondiwindi
Mackay
Miles
Richmond
Rockhampton
Townsville

Victoria

Bendigo
Benalla
Horsham
Melbourne (Newport)
Rutherglen
Shepparton

South Australia

Adelaide (Regency Park)
Barmera
Katherine
Port Augusta
Port Lincoln



Head Office

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03 8530 3500