



Skyfuel Australia Pty Limited
ABN 93 068 890 764
PO Box 488 Camden NSW 2570
Telephone (02) 4657 1255
Email: admin@skyfuel.com.au

Application for Credit Account - Business

Nature of Organisation:

Proprietary Company ☐ Trust ☐ Other ☐ (please specify) _____

Business Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: () _____ Fax: () _____ Mobile: () _____

Registered Office: _____

ABN Number: _____ Paid up Capital: _____

Contact Person for Accounts: _____

E-Mail for Accounts: _____

Name and Branch of Bank: _____

Bank Account Number: _____

Solicitor's Name and Address: _____

Accountant's Name and Address: _____

Trade References: (excluding Credit Card Issuers, Fuel Suppliers, Landlord, Utilities & Communications)

1. _____ Phone No: _____

2. _____ Phone No: _____

3. _____ Phone No: _____

Estimated fuel usage per month (in litres): _____

Which refuelling facilities do you wish to use? (Please circle) Skyfuel Viva World Fuel Services

Please let us know the details of your aircraft. If you would like to use your Carnet Card with a number of different aircraft, please write "Various" in the registration field.

<u>Aircraft Registration</u>	<u>Type of Aircraft</u>	<u>Type of Fuel (Avgas or Jet)</u>

☐ I have read and understand the Terms & Conditions of Trade of Skyfuel Australia Pty Limited which form part of and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit Inquiries.

Signed: _____ Date: _____

Director / Authorised Signatory (Please circle one)

Personal / Directors Guarantee and Indemnity

IN CONSIDERATION of Skyfuel Australia Pty Limited (ABN 93 068 890 764) and its successors and assigns ("**the Seller**") at the request of the Guarantor (as is now acknowledged by signing this Guarantee and Indemnity ("**I**", "**We**", "**Guarantor**") supplying and continuing to supply goods and/or services to

(Legal Name of Entity)
(ABN/ACN: _____) ("**the Buyer**") pursuant to the terms and conditions entered

into between those parties.

I/WE UNCONDITIONALLY AND IRREVOCABLY AGREE TO:

1. **GUARANTEE** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. The Seller is not obliged to take any action against the Buyer prior to claiming from the Guarantor.
2. **HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, losses, costs, expenses, fees and other amounts incurred or payable (whether presently or contingently) incurred by or assessed against the Seller in connection with:
 - (a) the supply of goods and/or services to the Buyer; or
 - (b) the recovery of moneys owing to the Seller by the Buyer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees costs of collection and legal costs calculated on a solicitor and own client basis;
 - (c) moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer; and/or
 - (d) any breach by the Buyer of the obligations contained or implies in any contract with the Seller.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT:

3. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly will be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
4. The Guarantor has not relied on any warranty or representation made by or on behalf of the Seller to induce it to enter this Guarantee and Indemnity.
5. The Guarantor has made and will continue to make without reliance on the Seller its own independent investigation of the financial state and affairs of the Buyer and assessment of the credit worthiness of the Buyer.
6. The Seller has no duty or responsibility at any time to provide me/us with any information relating to the financial state and other affairs of the Buyer or any other person.
7. No granting of credit, extension of further credit, variation to the terms and conditions, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity will impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyer's obligations to the Seller, the Guarantee is a principal obligation and will not be treated as ancillary or collateral to any other obligation. The Guarantee is enforceable although the terms and conditions or any other obligation arising between the Seller and the Buyer or any other person becomes in whole or part unenforceable for any reason.
8. If any payment received or recovered by the Seller is avoided by law such payment will be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller will each be restored to the position in which they would have been had no such payment been made.
9. In the event the Buyer becomes insolvent (as that term is defined in the *Corporations Act 2001* (Cth)):
 - (a) the Guarantor will not prove in such liquidation or bankruptcy in competition with the Seller without the Seller's prior written consent;
 - (b) the Guarantor will immediately prove in any such liquidation or bankruptcy for all money owed to the Seller and will not exercise or attempt to exercise any right of set-off against the relevant party;
 - (c) money recovered by the Guarantor from any such liquidation or bankruptcy or pursuant to the realisation or enforcement of any security taken by the Guarantor from the Buyer must be paid immediately to the Seller to the extent of the unsatisfied liability of the Guarantor under this Guarantee and Indemnity and until paid will be held by the Guarantor on trust for the Seller; and
 - (d) the Guarantor authorises the Seller to prove for all money which the Guarantor has paid under his Guarantee and Indemnity and any other money due by the Buyer to the Guarantor.
10. This Guarantee and Indemnity will bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
11. The term "Guarantor" when used in this Guarantee and Indemnity will, if there is more than one person named as Guarantor, mean and refer to each of them individually and both of them jointly unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity will bind them jointly and severally.
12. The Guarantee is in addition to and not in substitution for any other rights which the Seller may have.
13. The Guarantor warrants to the Seller, by execution of the Guarantee and Indemnity, that the Guarantor has:
 - (a) obtained separate legal advice in relation to the terms of this Guarantee and Indemnity and the terms and conditions and had explained to it the consequence of any default in the performance of its obligations under this Guarantee and Indemnity; or
 - (b) had the opportunity to obtain legal advice in relation to the terms of this Guarantee and Indemnity and the terms and conditions and not obtained such advice because it understands fully the obligations imposed on it under this Guarantee and Indemnity.
14. The Guarantor grants a security interest (as that term is defined in the *Personal Property Securities Act 2009* (NSW)) ("**PPSA**") in all of its present and after acquired personal property in favour of the Seller and the Guarantor agrees to:
 - (a) contract out of the enforcement provisions referred to at sections 115(1)(a) to (r)(inclusive) of the PPSA; and
 - (b) waive its right to receive a copy of any:
 - (i) financing statement or any financing change statement;
 - (ii) verification statement under section 157 of the PPSA; and/or
 - (iii) notice in relation to a registration event under section 175 of the PPSA, in respect of the security interest created by this Guarantee and Indemnity;
15. Where the Guarantor is the owner of land, realty or any other asset capable of being charged, the Guarantor agrees to mortgage and/or charge all of its interest in the said land, realty or any other asset to the Seller of the Seller's nominee to secure all amounts and other monetary obligations payable by the Buyer under the terms and conditions; and
16. The Guarantor acknowledges and agrees that the Seller (or the Seller's nominees) will be entitled to lodge where appropriate a caveat, which caveat will be released once all payments and other monetary obligations of the Buyer under the terms and conditions have been met.
17. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

18. I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
19. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

EXECUTED as a Deed this _____ day of _____ 20____

Note: 1. If the Buyer is a company, the Guarantor(s) should be the Director(s) and Secretary.

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**