

# Hill & Smith Pty Ltd

A.C.N. 153 144 364

Enquiries:  
sales@hsroads.com.au

Sales:  
sales@hsroads.com.au

PO Box 9406  
Wynnum Plaza Qld 4178  
Ph : 3807 8050

## PRIVACY POLICY

### What is a privacy policy?

The Privacy Act requires us to have in place procedures that cover the collection, use and disclosure of personal information we may hold about you.

In this policy we will tell you –

- a. why we collect your information;
- b. the parties to whom we may disclose your information;
- c. what happens if you choose not to provide us with requested information; and
- d. how you can request the information we hold about you.

### Why do we collect personal information?

We collect personal information about you to enable us to assess your application for credit and, if it is approved, to provide the credit applied for. In future the information may be used for the purpose of debt collection.

### What if you do not want to provide information we request?

If you do not provide us with requested information, we may not be able to consider or approve your application or supply the applicant with the goods or services requested.

### Will we disclose your personal information?

At times it is necessary for us to disclose your personal information to other persons.

Such other persons may include –

1. Trade bureaus;
2. Our suppliers, credit providers and service providers;
3. Collection or reporting agencies;
4. Other credit providers;
5. Your referees and guarantors;
6. Other persons we are authorized or required by law to disclose the information to (and other persons to whom you have consented to the disclosure).

This list is not exhaustive.

We only disclose your personal information as and when it is necessary.

### How do you request access to your personal information held by us?

You can request access to the personal information we hold about you by contacting us. If you believe the information we hold about you is incomplete or inaccurate, then you may ask us to amend it.

If you require access to your personal information, we request that you make that request in writing and give us full details of what you would like to know or see.

### Who to contact for more information?

Please direct all enquires to the Company Privacy Officer.

### Contact details –

Hill & Smith Pty Ltd  
A.C.N. 153 144 364  
PO Box 9406  
Wynnum Plaza QLD 4178  
Ph: 07 3807 8050

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**APPLICATION FOR CREDIT**

Company Name ("the Applicant, You, Your").....ABN .....	
Trading Name or Business Name (if applicable) .....	
Business Phone No.....	Fax No.....Mobile No .....
Street Address.....	
Postal Address .....	
Are Your Premises: Owned <input type="checkbox"/> Leased <input type="checkbox"/> Length of occupancy: Months ..... Years .....	
Year Your Business started trading: ..... Number of Employees: .....	
Are You a: Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Other <input type="checkbox"/> (specify) .....	
Names of all Owners, Directors or Trustees (each Director, Trustee and Director of a Trustee company must provide a personal guarantee in the form annexed to this contract), together, "the Guarantor":	
1 Full Name:.....	Date of Birth.....Home Phone.....
Home Address.....Car Registration .....	
2 Full Name:.....	Date of Birth.....Home Phone.....
Home Address.....Car Registration .....	
(Attach details if more than 2 Owners/ Directors/Trustees)	
Trade References (Major Suppliers)	
1. Name.....	Phone No .....
Address .....	
Facsimile No.....	
2. Name.....	Phone No .....
Address .....	
Facsimile No.....	
3. Name.....	Phone No .....
Address .....	
Facsimile No.....	
Intended Monthly Purchases (estimate) \$.....	
Your Bank Account Details:	
Bank .....	Branch.....Account No.....
Years with current Bank: .....	

1. You have advised Us that You wish to apply for a credit account with Hill & Smith Pty Ltd ("We Us, Our").
2. If We accept this application You agree that the credit account shall be subject to the terms and conditions of this contract which are annexed to this Credit Application ("this contract"). You warrant to Us that You have read and understood this contract and have the authority to sign this contract on behalf of the Applicant.
3. Pursuant to s18E(8) of the *Privacy Act 1988*, information disclosed in this credit application may be disclosed to a credit reporting agency. Under s18E(8)(c) of the *Privacy Act 1988* We are allowed to give a credit reporting agency personal information about Your credit application. Information which may be given to an agency is covered by s18(e)(3); the fact that You have applied for credit and the amount, the fact that We are providing credit to You, payments that become overdue by more than 60 days and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by You which have been dishonoured more than once; in specific circumstances when in Our opinion You have committed a serious credit infringement; that credit provided to You by Us has been paid or otherwise discharged. Pursuant to ss18K(1) and 18N(1) of the *Privacy Act 1988* and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s18A of that Act, You hereby agree to Us obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or provider providing this information to Us for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports which may assist Us in recovering any sums outstanding under the terms of the contract to which this application may lead. You agree that we may provide the Guarantors any of the information We obtain under this clause and well as provide them with any other information relating to this contract. Pursuant to paragraphs 2.20 to 2.23 of the Credit Reporting Code of Conduct you may by written request access a Credit Report containing personal information concerning you in Our possession or control and may by written notice request an amendment to such Credit Report.
4. **You declare that the goods purchased by You are purchased wholly or predominantly for business purposes.**

Signature

Date

**Important:** You should **not** sign this declaration unless the goods are purchased wholly or predominantly for business purposes. By signing this declaration You may **lose** Your protection under the *Consumer Credit Code*.

## TERMS AND CONDITIONS OF CREDIT

1. Interpretation
  - a. Unless otherwise inconsistent with the context the word "person" shall include a corporation.
  - b. "goods" shall include services.
  - c. "We, Us, Our, the Seller" shall mean Hill & Smith Pty Ltd A.C.N. 153 144 364, its successors and assigns.
  - d. "the Applicant, You, Your, the Buyer" shall mean the person making the credit application as identified in the schedule.
  - e. "GST" means any good and services tax.
2. Unless otherwise agreed in writing by the Seller, the Buyer agrees that it will be bound by these terms and conditions if the Buyer places an order with the Seller and it is accepted by the Seller. The Seller is not bound by any terms and conditions contained in any document issued by the Buyer.
3. Once an order has been accepted by the Seller, it cannot be cancelled by the Buyer unless otherwise agreed. The supply of goods or services is subject to availability. The Seller reserves the right to suspend or discontinue the supply of goods or services to the Buyer. If the Seller is unable to supply all of the Buyer's order, these terms and conditions continue to apply to any part of the order supplied.
4. Price quoted are valid for a period not exceeding 30 days unless otherwise stated as part of any quote or other agreement between the Seller and the Buyer. The customer should reconfirm pricing prior to order with the Seller if the order is being after 30 days of the quote date, or any other agreement that may exist between the Seller and the Buyer.

Where a written quotation has been given by the Seller, the selling price is the price specified in that quotation. In any other case, the Seller's selling price is the price specified in the price list as at the date of dispatch. Unless otherwise stated, the selling price does not include GST. The Seller may at any time change its price list to reflect, among other things, changes in exchange rates or the imposition of any duties, levies or other taxes and the Buyer is bound by those changes.

The Seller may charge a reasonable handling fee for all orders delivered by the Seller to the Buyer. Delivery is not included as part of the Product or Service pricing unless otherwise stated.

5. Unless otherwise agreed in writing by the Seller, delivery of goods is at the Seller's premises. If a delivery date is specified, that date is an estimate only and the Seller is not liable for any delay in the delivery of goods. Time is not of the essence in relation to delivery and the Buyer must accept deliver and pay for the goods delivered including transport costs, if applicable, even if they are delivered before or after any specified delivery date.
6. The Buyer must inspect the goods immediately following delivery or completion of the services (as the case may be). Subject to any rights of the Buyer under any non-excludable statutory guarantees (if any), the Buyer may only return the goods with prior approval of the Seller. The goods must be returned within 21 days of the date of delivery in an unsoiled, undamaged and resalable condition and, where appropriate, in the original packaging. A reasonable handling fee for any returned goods will be charged to the Buyer.

Subject to any rights of the Buyer under non-excludable statutory guarantees (if any), any claim that the goods or services are not in accordance with these terms and conditions (including if they are defective, damaged during delivery, are short delivered or services not as per contract) must be made at the time of delivery/services provided or in writing to the Seller within 48 hours after the delivery of the goods/completion of the services to the Buyer. If the Buyer fails to make a claim then , to the extent permitted by the law, the goods and services are deemed to be accepted by the Buyer and the Buyer must pay for the goods or services in accordance with these terms and conditions.

7. If the Buyer resells the goods or services, then it and its contractors must:
  - a. provide to the purchaser (i) any instructions or information about the use or care of the goods or services; (ii) information about repairs; and (iii) any express warranties intended for the purchaser, which are provided by the Seller to the Buyer for the purpose of being provided to the purchaser;
  - b. not make any statement or representation about the goods or services which is not consistent with the information provided by the Seller or make any representation on behalf of the Seller;
  - c. not make any misleading or deceptive statements about the goods, services or the Seller or which disparages them or the Seller;
  - d. if the Buyer or its contractors also provide related installation or other services, perform those services in accordance with any instructions and guidelines provided by the Seller;
  - e. promptly notify the Seller of any claims that the goods or services do not comply with the mandatory guarantees under the Australian Consumer Law or which involves safety issues or serious injury or death, and then cooperate with the Seller in relation to handling those claims;
  - f. comply with its obligation under the Australian Consumer Law in relation to mandatory guarantees; and
  - g. not to tamper with, alter, obscure or remove any trademarks which appear on the goods or alter the labels or packaging in which they are intended to be offered to purchasers.

The Buyer agrees to indemnify the Seller against all liability, loss, costs, damages or expense (including legal costs and expenses) incurred or suffered by the purchaser on a full compensation basis to the extent that it arises from a breach of this clause 7 by the Buyer or its contractors.

8. Unless otherwise agreed, if the buyer has an appropriate credit account with the Seller, the Buyer must pay for the goods or services ordered by the Buyer within 30 days from the end of the month of invoicing or earlier if the approved credit limit is exceeded. The Seller may charge an administration fee for any payments by credit card. Time is of the essence in respect of the Buyer's obligation to make payment for the goods or services supplied by the Seller to the Buyer.
9. If the Buyer does not make any payment by the due date, exceeds its credit limit at any time, commit any other material breach of these terms and conditions or an insolvency event in respect of the Buyer arises or is reasonably suspected by the Seller, the Seller may (without limiting any other right or claim it may have against the Buyer) do any or all of the following:
- Charge the Buyer interest calculated on a daily basis on any portion of the Buyer's account that is overdue at the Australian & New Zealand Banking Group's reference rate for business loans, available to prime commercial customers plus 5% calculated from the date the payment was due until the date the payment is made (both dates inclusive);
  - vary or withdraw any approved credit limit and/or terms of trade;
  - cancel or suspend any unfulfilled orders or cease providing the services;
  - terminate any contracts between the Seller and the Buyer and demand immediate payment of any moneys due and outstanding under those contracts;
  - cancel any rebate, discount or allowance due or payable by the Seller as at the date of the event;
  - enter (at any time) any premises in which the Seller's goods (including any merchandise materials) are stored, to enable the Seller to inspect the goods and to reclaim possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Buyer whatsoever;
  - institute any recovery process as the Seller in its discretion decides at the Buyer's cost and expense.
10. The Buyer creates a security interest in favour of the Seller by way of charging all of the Buyer's right's, property and undertaking of whatever kind and wherever situated and whether present or future for the purposes of securing payment of all amount that, at any time and for any reason or circumstance and whether the law or otherwise and whether or not of a type within the contemplation of the parties at the date of this Agreement, are payable, are owing but not currently payable, are contingently owing, or remain unpaid by the Buyer to the Seller. If the Buyer fails to pay any amount owing to the Seller by the due date, the Seller may appoint one or more receivers to the Buyer's property and undertaking, and any such receiver may do anything that a receiver could do under the law. The Buyer agrees that if demand is made by the Seller, the Buyer receiving such demand will immediately execute a real property mortgage or other instrument of security, or consent to caveat, as required, and against the event that the Buyer fails to do so within a reasonable time of being so requested, the Buyer irrevocably and by way of security, appoints any credit manager or solicitor engaged by the Seller to be its true and lawful attorney to execute and register such instruments.
11. If any part of an invoice is in dispute, the balance will remain payable and must be paid when due. The Buyer has no right to set-off any claim against the Seller from any moneys owing to the Seller.
12. Goods supplied by the Seller to the Buyer are at the Buyer's risk immediately on the earlier of delivery to the Buyer or into the Buyer's custody, including its carrier or forwarder. The Buyer must insure the goods at its cost from delivery of the goods until they are paid for in full against such risk risks as are usual or common to insure against in a business of a nature to the Buyer.

When goods are covered by the Seller's own transport, delivery shall be deemed to take place at the moment the goods are lifted from the delivery vehicle. When goods are delivered by other means of transport delivery shall be deemed to take place when the goods are loaded on to the road or rail vehicles used. Delivery shall at all times be on hard roads, only to the address stated on Buyer's order and be subject to Haulage Contractor's Conditions.

No claim for material damaged in transit will be considered by the Company unless:-

- An appropriately qualified signature, e.g. "Material received damaged, (signed)" is clearly made by the customer on the delivery note. And
- The Company is advised in writing, in addition to (a) above, within seven days of receipt of material.

No allowance for claims for short weight will be made unless the Company is given an opportunity for verifying same within three days.

13. Property in the goods supplied by the Seller to the Buyer does not pass to the Buyer until goods have been paid for in full. The Seller may take repossession of, and the Buyer will return to the Seller, any goods for which it has not been paid for in full in accordance with these terms and conditions. In the meantime, the Buyer takes custody of the goods and retains them only as a fiduciary agent and bailee of the Seller. Until the goods have been paid for in full:
- To the extent possible, the Buyer must store the goods in a manner that shows clearly that they are the property of the Seller, maintain records relating to the goods, secure the goods from risk, damage, and theft and ensure that the goods are kept in good and serviceable condition;
  - The Buyer may sell the goods, in the ordinary course of business, but only as a fiduciary agent of the Seller. The Buyer must not represent to any third party that the Buyer is acting in any capacity for or on behalf of the Seller and the Buyer has no authority to bind the Seller to any contract or otherwise assume any liability for or on behalf of the Seller. The Seller also has a security interest in all the proceeds of the goods, and the Buyer receives all proceeds in trust for the Seller and must keep the proceeds in a separate bank account (which is not subject to any security interest in favour of another person) until the liability to the Seller has been discharged;
  - If the Buyer uses the goods in some manufacturing or construction process of its own or of a third party, the Seller also has a security interest in all the proceeds of the goods, and the Buyer must hold in trust for the Seller that part of

the proceeds of the manufacturing or construction process as is equal to the amount owing by the Buyer to the Seller at the time of receipt of the proceeds.

14. The Seller may register any security interest created under clause 9, clause 11 or otherwise in these terms and conditions, and may give any notification in connection with a security interest. The Buyer must do anything the Seller asks and considers necessary for the purposes of ensuring that a security interest created under these terms and conditions is registrable, enforceable, perfected and otherwise effective (such as providing information, obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed).
15. The Seller need not give any notice under the Personal Property Securities Act 2009 ("PPSA") (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Seller need not comply with any of the provisions of the PPSA that would otherwise apply to the extent that the law permits them to be excluded. The Buyer must not exercise rights under section 143 (reinstatement of security interest) of the PPSA to the extent the law permits them to be excluded.
16. To the extent permitted by the law, these terms and conditions exclude all other conditions, warranties, liabilities or representations in relation to the goods and/or services. Where legislation provides the Buyer with statutory guarantees as a "consumer" that cannot be excluded or modified, the liability of the Seller for a breach of any such guarantee is limited at the Seller's option to any one or more of the following:
  - a. In the case of goods:
    - i. replacement of the goods or the supply of equivalent goods;
    - ii. repair of the goods;
    - iii. payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - iv. payment of the cost of repairing the goods.
  - b. In the case of services, by supplying the services again or payment of the cost of having the services supplied again.
17. Subject to clause 16 and to any remedies available to the Buyer under any non-excludable statutory guarantees and under any non-excludable indemnity provided under the Australian Consumer Law;
  - a. The Seller is not liable for any indirect or consequential loss, loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings arising out of or in connection with the supply of goods or services; and
  - b. The total amount of the Seller's liability for any breach of these terms, under contract, in tort (including negligence) or otherwise in relation to any goods or services acquired under these terms is limited to the amount paid by the Buyer to the Seller in respect of the goods or services at issue.
18. Buyer and Seller may not disclose information provided by the other party in connection with the supply of goods or services that is not publically available (including the existence of or contents of any agreement for the sale of goods) except to any person in connection with an exercise of rights under an agreement for the sale of goods or a transfer or other dealing with rights or obligations under an agreement for the sale of goods, or to officers, employees, agent, contractors, legal and other advisors and auditors of the party (provided the recipient agrees to act consistently with this paragraph), or with the consent of the other party (such consent may not be unreasonably withheld) or as required by any law (other than section 275(1) of the PPSA unless section 275(7) of the PPSA applies), or stock exchange, rating agency or Subject to the Seller's privacy policy.
19. The application of the United Nations Convention on Contracts for the Sale of International Sale of Goods (known as the Vienna Sales Convention 1980) is excluded.
20. If by reason of any fact, circumstance, matter or thing beyond the reasonable the control of the Seller, the Seller is unable to perform in whole or in part any obligation under this contract, the Seller will be relieved of that obligation under this contract to the extent and for the period that it is so unable to perform and shall not be liable to the Buyer in respect of such inability.
21. The Seller is entitled to appoint one or more sub-contractors to carry out all or any of its obligations under the terms and condition of this contract.
22. Bundling of materials is carried out only as a means of identification and/or separation and for safety reasons the bundling wires or strapping must not be used for lifting purposes.
23. Testing and inspection if specified by the Buyer or his agent shall be at the Company's works and such testing and inspection shall be final and conclusive as to the results thereof.

The Company shall not be obliged to produce test and performance certificates or safety critical certificates unless requested by the Buyer and accepted by the Company in writing.

The Buyer shall pay for all test pieces which comply with specification.

This clause 23 will apply unless otherwise agreed by the parties. If the parties agree otherwise they will be bound by the terms of that collateral agreement.
24. If any of these of these terms or conditions is unenforceable, illegal or void, that provision is severed and the other provisions of these terms and conditions remain in force.
25. The Seller may amend or vary these terms and conditions by notifying the Buyer in writing of the amendment or variation.
26. These terms and conditions, and any account opened in the name of the Buyer, will be governed by the laws of New South Wales. The parties submit to the jurisdiction of the Courts of New South Wales in respect of claims, proceedings and matters arising out of or in respect of these terms and condition or the account.
27. The exemptions, limitations, terms and conditions in these terms and conditions shall apply whether or not any loss or damage is caused by negligence or actions constituting fundamental breach of contract.



## **GUARANTEE AND INDEMNITY**

**TO: Hill & Smith Pty Ltd A.C.N. 153 144 364, its successors and assigns (“Hill & Smith”).**

**RE: Application for Credit (“the contract”).**

**FROM: The Guarantor(s) named in the schedule to this Application for Credit jointly and severally (“The Guarantor”).**

1. In consideration of Hill & Smith entering into the Application for Credit with the Applicant described in the schedule, the Guarantor guarantees the performance of the Applicant under the contract and indemnifies Hill & Smith as described below.
2. The Guarantor guarantees to Hill & Smith that the Applicant will duly perform its obligations under the contract. The Guarantor warrants that it has full and unrestricted power to enter into this Guarantee and Indemnity and to execute this Guarantee and Indemnity and that it is not necessary to obtain the prior licence or authority of any other person to execute this Guarantee and Indemnity. Where there is more than one person, each agrees that the obligations of the Guarantor are joint and several.
3. The Guarantor agrees to indemnify Hill & Smith against all damages, costs, expenses and losses of any kind (including legal fees on an indemnity basis) which Hill & Smith may suffer as a result of any breach of the contract by the Applicant.
4. The Guarantor agrees that the Guarantor’s liability will not be discharged or reduced by and is continuing, regardless of any:-
  - (a) Concession or indulgence granted by Hill & Smith;
  - (b) Termination of the contract by Hill & Smith as a result of any breach by the Applicant;
  - (c) Insolvency, bankruptcy or winding up of the Applicant;
  - (d) Grant of time or other concession to the Applicant by Hill & Smith;
  - (e) Compromise, waiver or variation of any of Hill & Smith’s rights against the Applicant;
  - (f) Delay in Hill & Smith exercising its rights;
  - (g) The contract being unenforceable against the Applicant;
  - (h) Payment which is avoided or set aside under any statute relating to insolvency or any other statute of court order; and
  - (i) Other matter which, but for this clause, might have released the Guarantor from its obligations to Hill & Smith.
5. The obligations of the Guarantor hereunder shall not merge or be deemed to have merged in any judgment obtained by Hill & Smith against the Applicant and the Guarantor shall remain liable to Hill & Smith under this Guarantee and Indemnity notwithstanding that Hill & Smith may in the meantime obtain any judgment against the Applicant.
6. It is expressly declared that notwithstanding the fact that this Guarantee and Indemnity may be intended or expressed to be executed and given by more than one person, the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same immediately upon their execution of this Guarantee and Indemnity and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party does not execute this Guarantee and Indemnity.
7. The Guarantor hereby charges all property, both legal and equitable, of the Guarantor in respect of any monies which become owing under this Guarantee and Indemnity. The Guarantor specifically consents the lodgement of a Caveat over any real property as security for the monies owing to Hill & Smith.
8. The Guarantor shall pay to Hill & Smith any sum payable by the Guarantor pursuant to this Guarantee and Indemnity immediately upon receipt of Hill & Smith’s written request to do so. Any moneys payable by the Guarantor to Hill & Smith pursuant to this Guarantee and Indemnity shall be paid to Hill & Smith at such place and to such person or corporation as Hill & Smith or its representative or manager may from time to time in writing direct.
9. A certificate signed by Hill & Smith or any director, attorney or secretary for the time being of Hill & Smith or by its solicitors or by any person authorised in writing by Hill & Smith as to any sum payable to Hill & Smith pursuant to this Guarantee and Indemnity as at the date set out in such certificate with or without particulars thereof shall for all purposes be accepted as prima facie evidence of the amount due to Hill & Smith.
10. Any proceedings in respect of any cause of action arising under this Guarantee and Indemnity shall be instituted and determined before a Court of competent jurisdiction in Brisbane in the State of Queensland selected by Hill & Smith and the Guarantor shall submit to the jurisdiction of such Court and this Guarantee and Indemnity shall be construed according to the laws of the State of Queensland.

11. Any notice under this Guarantee and Indemnity may be served upon the Guarantor by delivering it to the postal address of the Guarantor last known by Hill & Smith by posting the same by prepaid post addressed to the Guarantor at such postal address of the Guarantor last known to Hill & Smith and any notice or demand so posted (whenever received and whether received or not) shall be deemed to have been given on the business day next following the day upon which the same was posted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

SIGNED, SEALED AND DELIVERED

**IMPORTANT: IF YOU DO NOT UNDERSTAND THIS GUARANTEE AND INDEMNITY, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE YOU SIGN.**

**PRIVACY STATEMENT:** Pursuant to s18E(8) of the *Privacy Act 1988*, information disclosed in this credit application (including this Guarantee and Indemnity) may be disclosed to a credit reporting agency. Under s18E(8)(c) of the *Privacy Act 1988* We are allowed to give a credit reporting agency personal information about the Guarantor's credit application Information which may be given to an agency is covered by s18(e)(3); the fact that the Guarantor has applied for credit and the amount, the fact that we are providing credit to the Guarantor, payments that become overdue by more than 60 days and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by the Guarantor's which have been dishonoured more than once; in specific circumstances when in Our opinion the Guarantor has committed a serious credit infringement; that credit provided the Guarantor by Us has been paid or otherwise discharged. Pursuant to ss18K(1) and 18N(1) of the *Privacy Act 1988* and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s18A of that Act, the Guarantor hereby agrees to Us obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or provider providing this information to Us for that purpose. The Guarantor further agrees to the obtaining from, and provision by, such agency or provider further credit reports which may assist Us in recovering any sums outstanding under the terms of the contract to which this application may lead. Pursuant to paragraphs 2.20 to 2.23 of the Credit Reporting Code of Conduct the Guarantor may by written request access a Credit Report containing personal information concerning the Guarantor in Our possession or control and may by written notice request an amendment to such Credit Report.

Signature of Guarantor \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Witness \_\_\_\_\_  
Print Full Name \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Witness \_\_\_\_\_  
Print Full Name \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Witness \_\_\_\_\_  
Print Full Name \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_  
Print Full Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Witness \_\_\_\_\_  
Print Full Name \_\_\_\_\_

**NOTE:**

1. All Your Directors and Trustees must sign this Guarantee and indemnity; and
2. The signing of this Guarantee and Indemnity must be witnessed. Witnesses must be 18 years or over and not a co-guarantor or party to this contract.