



Application for Commercial Credit Facilities with
THE BROWN & HURLEY GROUP P/L

ABN: 66 010 732 966
Phone: (07) 3363 8000 Fax: (07) 3363 8080
2632 Ipswich Road, Darra QLD 4076
PO Box 3078, Darra QLD 4076



DATE OF APPLICATION:...../...../.....

NOTE: All applicable sections are to be answered & signed in full otherwise this application will not be processed.
This application must be returned in person or by mail.

1. Are you a - Trust? [] Company? [] Partnership? [] Sole Trader? [] Please tick correct box.
2. Full registered name of applicant firm / company: -
3. Is the company a trustee of a trust? Yes [] No []
4. ACN: ABN:
5. Registered address or home address of applicant – **NOT** post office box: -
.....
6. Trading name: -
7. Contact name: -
8. Postal address: -
9. A/C's payable contact: - Email: -
10. Estimated monthly purchases: -
11. Shipping address: -
12. Do you quote order numbers? Yes [] No [] *(If Yes, please supply contact details below)*
Contact Name: - Phone: -
Email: - Fax: -
Address: -
13. Business Phone No.: (.....) Private Phone No.: (.....)
Business Fax No.: (.....) Mobile Phone No.:
14. Date business incorporated: - Date business commenced: -
15. Nominal capital: - \$ Paid up capital: -
16. Nature of business: - (Eg. Farming, transport, etc.)
17. Applicants FULL names and addresses – Directors / Proprietors / Partners – (No initials please): -
(i) Full name: - D.O.B.:
Address: -
Phone No.: - Driver's Licence No.: -
(ii) Full name: - D.O.B.:
Address: -
Phone No.: - Driver's Licence No.: -
(iii) Full name: - D.O.B.:
Address: -
Phone No.: - Driver's Licence No.: -
(iv) Full name: - D.O.B.:
Address: -
Phone No.: - Driver's Licence No.: -
18. Name of Manager: - Email: -
19. Name of Accountant: -
20. CURRENT COMMERCIAL BUSINESS REFERENCES – No fuel suppliers – No consumer references

Name	Address	Phone
(a)
(b)
(c)

21. PRIVACY ACT 1988

- The Brown & Hurley Group P/L (ACN 010 732 966) shall hereinafter be referred to as the CREDIT PROVIDER.
- The Applicant(s) hereby acknowledge that they have been informed by the CREDIT PROVIDER that personal information about them may be disclosed to or acquired from a credit reporting agency.
- The Applicant(s) hereby agree to the CREDIT PROVIDER receiving from any other credit provider or providing to any other credit provider any credit information whether by way of report, record or otherwise relating to credit worthiness for the purpose of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
- The Applicant(s) hereby agree to the CREDIT PROVIDER obtaining from a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.
- The Applicant(s) hereby agree that in the event of default of payment of my debts that the credit provider may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.
- I/We acknowledge that the CREDIT PROVIDER, in accordance with section 18E(8)(c) of the *Privacy Act 1988*, that:
 - (a) a credit reporting agency may give a credit report to the CREDIT PROVIDER concerning my/our consumer or commercial activities and credit worthiness; and
 - (b) disclosure by a credit reporting agency, and/or use by the CREDIT PROVIDER, of the relevant information referred to in those sections may occur, for the purposes of assessing this application or collecting any overdue payments.
 - (c) I/We acknowledge that under Section 18E(8)(c) of the *Privacy Act 1988*, the CREDIT PROVIDER is allowed to give to a credit reporting agency, personal information concerning my/our application for credit. This information may encompass:- name; sex and date of birth; my/our current and two previous addresses; name of current or last known employer; driver's licence number; the fact that the CREDIT PROVIDER is a current credit provider; the fact that I/We have applied for credit and the amount; payments which have become more than sixty (60) days overdue and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by the applicant which have been dishonoured more than once; in specified circumstances that, in the opinion of the CREDIT PROVIDER I/We have committed a serious credit infringement; and that credit provided to me/us by the CREDIT PROVIDER has been paid or otherwise discharged.
- I/We agree that, for the purposes of section 18N(1)(b) of the *Privacy Act 1988* that:
 - (a) the CREDIT PROVIDER may disclose information derived from a report or the entire report in its possession to any other credit provider for the purpose of providing a reference or references to that credit provider on the conduct of this Account;
 - (b) the CREDIT PROVIDER may seek from the credit providers listed in my/our credit application and any credit providers that may be named in a consumer or commercial credit report issued by a credit reporting agency, information about my/our consumer or commercial credit arrangements and credit worthiness. I/We acknowledge that this agreement shall continue to have effect for the duration of the Account, or any other substituted facility should this application be approved.

To enable proper assessment of this or any other commercial credit application in compliance with relevant section 18K(1)(b) of the *Privacy Act 1988*:-

- I/We acknowledge that certain items of information in this application may be given to a credit reporting agency or a credit provider and;
- I/We hereby give permission for you to obtain consumer or commercial information permitted by the act from a credit reporting agency or a credit provider and to use such information in order to assess my/our application for credit. This permission remains in force for the duration of my/our credit contract if my/our application is approved. We also understand the purposes for which you or any other credit provider may use the information are:
 - (a) Collecting overdue payments from me/us whether those payments are due to you or any other credit provider;
 - (b) To notify other credit providers of a default by me / us.
- I/We hereby give permission for you to disclose all relevant credit information to the credit providers indicated in this application or named in my/our credit agency report.

SIGNED BY ALL PROPRIETORS / DIRECTORS OR THE APPLICANT/S
(all signatures must have full name printed beside them)

Signature

Print Name

Date

- (a) _____
- (b) _____
- (c) _____

22. TRADING CONDITIONS AND TRADING TERMS

I/We hereby agree and warrant that:

- The applicant understands that this form does not constitute an offer or acceptance of credit.
- If this application is successful, any supply of goods and or services shall be deemed to have been made in the district of The Brown & Hurley Group P/L and at their Ipswich Road, Darra address.
- The trading terms of The Brown & Hurley Group P/L as being net 30 days of date of statement.
- If any amount is not paid within 60 days of date of statement, interest may be charged at the rate of 1.5% per month on the total overdue amount from the due date to the date of payment. I/we also acknowledge that C.O.D. conditions can and will be imposed at the discretion of The Brown & Hurley Group P/L with no notice of intention to do so necessary.
- The account can and will be terminated without reason, and if credit terms are not strictly complied with.
- A Certificate signed by the Manager, Accountant, Secretary, Credit Manager, or Credit Officer for the time being of The Brown & Hurley Group P/L for any goods sold or any services provided by The Brown & Hurley Group P/L, of the amount payable to The Brown & Hurley Group P/L. in respect of the goods sold, the services provided or any account as at the date set out in the Certificate shall be sufficient evidence unless the contrary is proved.
- The Applicant(s) will indemnify The Brown & Hurley Group P/L and agrees to reimburse it for any expenses it may reasonably incur in recovering or attempting to recover payment from the Applicant(s) of amounts which may be overdue.
- The Brown & Hurley Group P/L. may alter its conditions of sale or the terms of payment and such altered conditions or terms shall apply in respect of all transactions taking place after notification to the Applicant(s) of such altered conditions of sale or terms of payment.
- The Brown & Hurley Group P/L approval of the Application does not require The Brown & Hurley Group P/L. to extend any particular amount of credit.
- The granting of any credit or further credit to the Applicant(s) will always be on the terms of this Credit Application and Supply Agreement, or any subsequent amendments to the terms.
- The Brown & Hurley Group P/L may, without giving any reason, refuse to extend any credit or further credit to the Applicant(s).
- These Standard Terms of Trade shall be governed by and constructed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland and all courts of appeal there from.
- No waiver of a term of this or any similar agreement shall be construed as a further or continuing waiver of that term.

- As far as the obligations of the Applicant(s) are concerned, time is of the essence.
- I/We undertake to advise The Brown & Hurley Group P/L in writing of any change in constitution or ownership of the applicant(s) at the time when such change occurs, and agree to remain liable for amounts purchased by the applicant(s) as changed, until a new application for credit has been approved by The Brown & Hurley Group P/L
- I/We agree that if the applicant is a trustee, the trust will indemnify the trustee for any indebtedness to The Brown & Hurley Group P/L
- I/we have read and understood the above conditions and that my/our signature(s) hereunder signifies my/our acceptance of the above terms and conditions of trading and of my/our agreement to comply with same.
- The person(s) whose signature(s) and/or name(s) appear below in this Declaration declare that they have actual authority to execute this Declaration on behalf of the Applicant(s) and that they have read and understood the nature and effect of this Declaration.

SIGNED BY ALL PROPRIETORS / DIRECTORS OR THE APPLICANT/S
(all signatures must have full name printed beside them)

Signature	Print Name	Date
(a) _____	_____	_____
(b) _____	_____	_____
(c) _____	_____	_____

23. GUARANTEE - All Directors are to sign.

In this guarantee and indemnity:-

- "goods" include services and "The Supplier" means each member of The Brown & Hurley Group P/L from whom goods are purchased.
- Singular words include the plural and vice versa and where there is more than one guarantor, they shall be bound jointly and severally.
- If notice or demand is given to one of the guarantors, it will mean it has been given to all of them.
- This guarantee and indemnity is governed by the laws of Queensland.
- "Customer" referred to hereinafter means the applicant for credit facilities on the front of this application.
- For the purposes of this Guarantee the expression "Guarantor" includes a "Trustee Guarantor". Where more than one Guarantor is a party the word "Guarantor" whenever used shall be read as "Guarantors" and shall be deemed to be followed where necessary by words relating to the plural number instead of the singular number and the covenants shall be deemed to be entered into by the Guarantors jointly and severally.

In consideration of The Brown & Hurley Group P/L (hereinafter referred to as "The Supplier") granting to the Customer referred to in this Credit Facilities application, credit facilities as comprised in this application for commercial credit and in consideration of the supplier supplying goods and or services to the Customer we hereby jointly and severally agree with the supplier as follows: -

- We hereby guarantee the due performance of the terms and conditions of sale and We hereby guarantee to the supplier the payment of any monies advanced by way of credit to the Customer.
- This guarantee shall not be revoked without the consent in writing of the supplier.
- We agree that this guarantee shall be a continuing guarantee and shall not be in any way waived or affected by any time or indulgence granted by the supplier to us, nor by the winding up of the applicant customer.
- That no security or payment which may be voided under law relating to bankruptcy or to the liquidation of companies and no release settlement or discharge which may have been given or made on the faith of any such security or payment shall prejudice or affect the supplier's rights to recover under this deed from the guarantor and to enforce this guarantee and indemnity and in the event of any such security or payment being voided the supplier shall be restored to the rights which but for any such voidance the supplier would otherwise have had.
- To guarantee to the supplier the payment by the Customer for all goods or services or both as have been or may be supplied to the Customer and notwithstanding that I/We shall not have notice of any neglect or omission on the part of the Customer to pay for such goods or services or both according to the terms agreed upon between the supplier and the Customer.
- The supplier shall be at liberty without discharging us from liability under this Guarantee to grant time or other indulgence to the Customer in respect of goods or services or both supplied by it to the Customer and to accept payment from the Customer in cash or by means of negotiable instruments and to compound, compromise, release, abandon, waive, vary or renew any of its rights against the Customer and to treat the debt in all respects as though we were jointly liable with the Customer as debtors to the supplier instead of being sureties for the Customer and in order to give full effect to the provisions of this Guarantee we waive and each of us waives all rights inconsistent with such provisions and upon which we might otherwise as sureties be entitled to rely.
- This Guarantee shall be enforceable against us jointly and each of us severally notwithstanding that any negotiable or other securities referred to or to which it shall relate or be applicable shall at the time of proceedings being taken under this Guarantee be outstanding or in circulation.
- Notwithstanding that this Guarantee may be intended or expressed to be executed and given by more than one person it shall be a valid and effectual Guarantee binding against the person or persons who execute it immediately upon their execution and shall continue to be binding as against the person or persons notwithstanding the fact that any other proposed or contemplated party shall not have executed it or that it is or maybe unenforceable or void or voidable against any one of the signatories to it.
- The supplier shall also be at liberty at any time to release or discharge any Guarantor from the obligations of this Guarantee and to give time for payment, to accept any composition from or make any other arrangements with any Guarantor without releasing or discharging any other Guarantor or otherwise prejudicing or affecting its rights and remedies against any other Guarantor.
- Where the Customer is a partnership no change in the constitution of the partnership shall affect, impair or discharge our liability under this Guarantee whether past, present or future notwithstanding the provisions of any relevant Statute.
- A statement in writing signed by any authorised officer of the supplier of the monies due or owing to it at the date of the statement shall be sufficient evidence of the amount so due or owing until the contrary is proven.
- We indemnify the supplier against any losses, costs, charges and expenses of any nature which it might incur as a result of any default of the Customer.
- We will also be responsible to the supplier for all outstanding monies due now or at any time in the future for goods which have been supplied or may have been supplied from time to time.
- Both our indemnity and our Guarantee are continuing security and will not be affected:
 - a) if the Supplier
 1. grants any extension of time or other indulgency to the Customer;
 2. refuses further credit to the Customer;
 3. varies the terms of the Customer's account or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my liability under this guarantee and indemnity);

- b) by the release of any of the guarantors or if this guarantee is unenforceable against any one or more of the guarantors.
 - c) if any payment by the Customer is later avoided by law; or
 - d) if any amount owing to the Supplier by the Customer is not recoverable from the Customer for any reason at all.
- We agree that each application for credit made by the Customer to any of you as Supplier shall be deemed to have been accepted from the date of your first invoice to the Customer and without further notice to me this Agreement shall immediately have effect as an Agreement under seal between me and each of you which becomes a Supplier, whether or not any other guarantor has signed this Guarantee and Indemnity.
 - This guarantee may only be withdrawn by me giving each Supplier which supplies the Customer fourteen (14) days notice in writing by certified mail, but will continue in force in respect of all debt incurred by the Customer up to the date of the withdrawal.
 - If the customer is a trustee of a trust, we warrant that the Customer has full authority as trustee to enter into agreements for the supply to it of goods or services, on credit.
 - I, and each of us, hereby charges with payment of the monies secured by this guarantee and indemnity, all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by me. We agree that if demand is made upon me by the Supplier, we will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by you, and against the event that I fail to do so within a reasonable time of being so requested, we hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by you to be my true and lawful attorney to execute and register such instruments. We agree to waive all rights inconsistent with anything in this guarantee and indemnity.
 - SIGNED as a Deed with intent to become immediately bound.

IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT ADVICE

SIGNED BY ALL PROPRIETORS / DIRECTORS OR THE APPLICANT/S
(all signatures must have full name printed beside them)

Signature	Print Name	Date
(a)		
(b)		
(c)		

PRIVACY POLICY STATEMENT

Protecting your privacy is important to The Brown & Hurley Group P/L and it's divisions.

Whenever we collect and otherwise deal with your personal information, we are governed by the National Privacy Principles ('NPPs') which are contained in the Privacy Act 1988. Therefore, whenever collecting and dealing with information such as your name, address, e-mail address or phone number we will be bound by the NPP's.

Whenever we collect personal information from you, whether online, from authorised agents/dealers, or whenever you enter into transactions with Brown & Hurley, we will make every reasonable attempt to inform you of why we are collecting your information, to whom we will disclose that information, and the purposes for which we intend to use that information.

In general, when collecting personal information from individuals in their own capacity or as a representative of a company, the purposes for which we collect personal information include:

- Ensuring your purchase of a produce or service is recorded and maintained to provide for your warranty and to advise you if a produce recall is required,
- Keeping you up to date with developments relating to products and services and making you aware of special offers,
- Using your personal information for market research to enhance the quality of products and services,
- Administering any account you may have with Brown & Hurley,
- Addressing any inquiries you may have,
- Assessing your application (if you are applying for a position with Brown & Hurley).

To ensure that these purposes are fulfilled, the information may be stored, processed, and passed between divisions of Brown & Hurley and to other companies within The Brown & Hurley Group. Where necessary, it may also be passed on to third parties, such as suppliers, credit reference agencies, market research organisations that assist us in providing our products and services to you, and credit providers/agencies.

At all times, we will take great care to ensure that your personal information is protected and treated confidentially and in accordance with the Privacy Act.

If you believe that we have not dealt with your personal information in a manner that complies with the Privacy Act you should contact Brown & Hurley to discuss how we may better deal with it. Similarly, if you wish to access personal information that we hold about you, you may make a request in writing.

All correspondence should be directed to: -
 The Privacy Compliance Officer
 The Brown & Hurley Group P/L
 PO Box 27
KYOGLE NSW 2474