



# APPLICATION FOR COMMERCIAL CREDIT 30 DAY TRADING ACCOUNT

A.B.N. 31 010 583 721

The following information provided by me/us is true and correct in every particular.  
ALL CORRESPONDENCE: PO BOX 45 LUTWYCHE Q. 4030

www.lyndons.com.au

Recommended By:..... Date:.....

To: **LYNDONS PTY LTD ABN 31 010 583 721 ("LYNDONS")**

I/We the Customer named below (called variously "I/we" and "me/us" in this application) agree, declare and acknowledge that:

- a) If this application is accepted by LYNDONS, all the provisions of the application (including the General Credit Terms) **plus** LYNDONS' Terms and Conditions of Sale as may be amended by LYNDONS from time to time ("**Terms of Sale**") will be binding on me/us; and
- b) I/We have been given and have read and understood LYNDONS' current Terms of Sale prior to completing this application.

**CUSTOMER**

Are you a: (tick):		<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Co. (Pty Ltd)	<input type="checkbox"/> Public Co. (Ltd)	<input type="checkbox"/> Trust
Registered and/or Trading Name:						
Registered Address:						
ACN:		ABN:				
Postal Address:					Post Code:	
Business Address:					Post Code:	
Telephone (Bus):	( )	Mobile:		Facsimile:	( )	
		Email:				

**DECLARATION FOR THE NATIONAL CREDIT CODE:**

I/We declare that the credit to be provided to me/us by LYNDONS is to be applied wholly or predominately for business and/or investment purposes.

**Important:** You should not sign this declaration unless this loan is wholly or predominately for business and/or investment purposes. In signing this declaration you may lose your protection under the National Credit Code.

**Credit Information**

I/We give consent to and authorisation for LYNDONS to do the following at any time:

- (a) request credit reports containing information about my/our consumer or commercial credit arrangements from credit reporting agencies for the purposes of assessing this application and/or my creditworthiness or in connection with any related purpose or the attached Guarantee and Indemnity;
- (b) give credit reporting agencies information to enable the credit reporting agencies to create and maintain credit information files containing information about me/us;
- (c) disclose credit reports and any personal information derived from credit reports and any information about my/our personal or commercial credit arrangements to any related bodies corporate of LYNDONS, any agents of LYNDONS, any of my/our current or potential guarantors and any other current or potential provider of credit to me/us for any purpose; and
- (d) exchange information with other credit providers and any collection agents of LYNDONS, any of LYNDONS' related bodies corporate and any current or potential provider of credit to me/us for any purpose.

I/We understand that the information permitted to be disclosed to or by LYNDONS under the Privacy Act 1988 (Cth) will include:

- (a) details to identify me/us - that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's license number;
- (b) the fact that I/we have applied for credit, the amount of the credit, or that LYNDONS is a current provider of credit to me/us;
- (c) advice that payments previously notified as unpaid are no longer overdue;
- (d) payments overdue for at least 60 days and for which collection action has started;
- (e) cheques for more than \$100 dollars drawn by me/us which have been dishonoured more than once;
- (f) in specified circumstances, that in the opinion of LYNDONS I/we have committed a serious credit infringement; and
- (g) the fact that credit provided to me/us by LYNDONS has been paid or otherwise discharged.

**PRIVACY**

I/We understand that I/we need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide me/us with an appropriate level of service.

By signing this application I/we authorise LYNDONS to collect, maintain, use and disclose my/our personal information in the manner set out above and in LYNDONS' privacy policy as varied from time to time. I/we acknowledge having received a copy of the current privacy policy and that I/we am/are aware that the privacy policy is available on request.

**1. APPLICATION:**

Upon LYNDONS allowing me/us to trade on credit, I/we agree, declare and acknowledge that LYNDONS' Terms of Sale apply to all my/our dealings with LYNDONS and I/we hereby agree to comply with the Terms of Sale.

I/We further acknowledge that if I am/we are a corporation, provision of credit pursuant to this application may, at LYNDONS' absolute discretion, be subject to and conditional upon all of my/our directors executing the attached Guarantee and Indemnity.

<b>2. ESTIMATED CREDIT LIMIT</b>	\$
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**3. REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT:**

I/We **HEREBY REPRESENT AND WARRANT** that the information set out in this application is true and correct **AND ACKNOWLEDGE** that LYNDONS will rely upon the information provided and is hereby induced to grant credit to me/us.

**FULL NAMES AND ADDRESSES OF DIRECTORS, PARTNERS AND SOLE TRADERS**

1.	Name:		Telephone:	( )
	Address:	Driver's Lic:		
	Date of Birth:	/ /	Residence: (tick)	<input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Mortgage To:

2.	Name:		Telephone:	( )
	Address:	Driver's Lic:		
	Date of Birth:	/ /	Residence: (tick)	<input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Mortgage To:

3.	Name:		Telephone:	( )
	Address:	Driver's Lic:		
	Date of Birth:	/ /	Residence: (tick)	<input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Mortgage To:

4.	Name:		Telephone:	( )
	Address:	Driver's Lic:		
	Date of Birth:	/ /	Residence: (tick)	<input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Mortgage To:

Bank:		Branch:		Account No:	
Type of Business:				How long established?	
How long the current owner?		Company/Builders Registration No:			
Name of any Related or Subsidiary Companies or Partnerships:					
Are the Business Premises Owned or Leased?					
Do you (or related companies) currently trade with any LYNDONS Corporation or Division?					
If yes, which Corporation(s)/Division(s)?					

Please attach financial records to support this application and a Statement of Assets and Liabilities of the customer and/or Guarantors.

**TRADE REFERENCES Monthly equal to requested credit limit.**

1.	Previous Supplier:		Phone No:	
2.			Phone No:	
3.			Phone No:	
4.			Phone No:	

## GENERAL CREDIT TERMS

1. **Payment:** The Customer must pay for all Products and services supplied by LYNDONS within 30 days after the end of the month of supply or within any alternative credit period granted in writing by LYNDONS.
2. **Interest:** LYNDONS is entitled to charge the Customer interest on amounts not paid within the credit period specified by LYNDONS at a rate equivalent to 3% more than the business overdraft commercial interest rate of LYNDONS' principal bankers per annum from the invoice date until the payment of the debt.
3. **GST:** Each amount payable by the Customer under these Credit Terms in respect of a Taxable Supply by LYNDONS is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Products and services) Act 1999 (Cth).
4. **Withdrawal or Variation of Credit:** LYNDONS may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer. Where the customer completes a further Application for Commercial Credit, that application will be not in derogation of but in addition to any previous general credit terms existing except as notified by Lyndons in writing.
5. **Charge over Customer's Property:** As security for payment to LYNDONS of all moneys payable by the Customer and for the Customer's obligations generally under these Credit Terms, the Customer charges in favour of LYNDONS the whole of the Customer's undertaking, property and assets (including without limitation all of the Customer's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer's attorney to do all things necessary to create and register each such charge. Upon demand by LYNDONS, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to LYNDONS to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that LYNDONS may execute such mortgage or other instrument as the Customer's attorney pursuant to the appointment of LYNDONS as the Customer's attorney set out in these Credit Terms.
6. **Suspension or Ceasing of Supply:**
  - (a) LYNDONS may in LYNDONS' complete discretion and without incurring any liability to the Customer, cease or suspend supply of products and services to the Customer or amend these Credit Terms.
  - (b) Without limiting clause 6(a), if an Event of Default occurs, LYNDONS may, without prejudice to LYNDONS' other rights, call up moneys owed to LYNDONS by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any products and services for which payment remains outstanding. All invoices shall immediately become due and payable in the event of default of payment by the Customer on any invoice or account, regardless of whether or not some invoices may not otherwise have become due for payment.
7. **Liability of LYNDONS:** LYNDONS will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by LYNDONS, LYNDONS' employees, contractors or agents whether negligent or not, except that nothing in these Credit Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
8. **Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any products and services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
9. **Notification of Change of Details:** The Customer will provide written notice to LYNDONS of any change in the Customer's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
10. **Continuing Guarantee:** All guarantees under or related to these Credit Terms will be continuing guarantees and will terminate only with LYNDONS' written agreement.
11. **Set-Off:** LYNDONS may at any time set-off amounts owed by LYNDONS to the Customer against amounts owed by the Customer to LYNDONS.
12. **Personal Property Securities Act 2009 (Cth) (PPSA):**
  - (a) The Customer acknowledges that these General Credit Terms and Terms of Sale constitute a security agreement which creates a security interest in favour of LYNDONS over all present and after acquired goods supplied by LYNDONS to the Customer to secure the payment of the purchase price or any other amount owing under these General Credit Terms and Terms of Sale from time to time including further advances.
  - (b) The Customer acknowledges that by accepting these General Credit Terms and Terms of Sale, the security interest is a purchase money security interest ("PMSI") for all present, after acquired goods, including any commingled goods.
  - (c) The security interest will continue to apply as an interest in the collateral for the purposes of the PPSA with priority over registered or unregistered security interest.
  - (d) LYNDONS may register the security interest as a PMSI on the Personal Property Securities Register ("PPSR") under the PPSA without providing further notices to the Customer.
  - (e) The Customer agrees that LYNDONS is not required to disclose information pertaining to LYNDONS' security interest to an interest party unless required to do so pursuant to the PPSA or under the general law.
13. **Property:**
  - (a) Property in the Products shall not pass until the Customer has paid all moneys owing to LYNDONS in full. Risk in the Products passes to the Customer at the time of delivery.
  - (b) Until payment of all moneys owed by the Customer to LYNDONS, the Customer holds the Products as fiduciary bailee and agent for LYNDONS and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by LYNDONS.
  - (c) If an Event of Default occurs, then without prejudice to LYNDONS' other rights, LYNDONS may without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of them. If the Customer sells any of the Products while money is owed to LYNDONS, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
  - (d) If the Customer uses the Products in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to such Products in trust for LYNDONS. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to LYNDONS and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged.
  - (e) If the Products are resold, or goods using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for LYNDONS. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to LYNDONS at the time of the receipt of such book debts.
14. **Effect of Other Terms:** These Credit Terms are in no way affected or amended by any other express or implied terms contained in any of the customer's terms of sale or purchase orders in relation to the products and services. No terms of the Customer apply to any agreement between the Customer and LYNDONS.
15. **Expenses:** The Customer must pay to LYNDONS any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by LYNDONS in connection with the entry into these Credit Terms, the exercise or attempted exercise of any power, right or remedy under these Credit Terms and/or the failure of the Customer to comply with these Credit Terms.
16. **Transactions:** The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors.
17. **Application of Monies Received:** If LYNDONS receives or recovers money in respect of a debt of the Customer, LYNDONS may use the money to pay off whichever debt or part of a debt LYNDONS chooses and is not compelled to apply the money as directed by the Customer or any other

person.

18. **Indemnity:** The Customer will indemnify LYNDONS in relation to any direct or indirect loss, liability or damage (including but not limited to Solicitors' costs on an indemnity basis) suffered by LYNDONS or any other person as a result of the Customer's negligence or breach of these Credit Terms.
19. **Trusts:** These Credit Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
20. **Joint and Several:** If the Customer consists of more than one person, the obligations of each person are joint and several.
21. **Severance:** Each clause, subclause and part of these Credit Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
22. **Waiver:** Any waiver by LYNDONS must be in writing. In the event that LYNDONS elects not to exercise any of LYNDONS' rights arising in connection with these Credit Terms, LYNDONS' election will not constitute a waiver of any rights relating to any other breach of these Credit Terms.
23. **Amendments:** These Credit Terms may only be amended with LYNDONS' express written agreement.
24. **Assignment:** The Customer may not assign any agreement under these Credit Terms without LYNDONS' prior written consent.
25. **Application of Laws:** These Credit Terms are governed by the laws of the State of Queensland. The Customer submits to and consents to the central Courts of the State of Queensland as having jurisdiction over these Credit Terms or any such jurisdiction determined at LYNDONS' discretion.
26. **Definitions:** In these Credit Terms unless the context requires otherwise:
  - (a) **"Credit Terms"** means these General Credit Terms.
  - (b) **"Customer"** means the customer whose details appear in the Application for Commercial Credit and the Customer's subsidiaries, holding companies and other related entities;
  - (c) **"Event of Default"** means any of the following events:
    - (i) the Customer fails to pay for any Products and services and/or the Customer breaches these Credit Terms;
    - (ii) the Customer ceases or threatens to cease carrying on business;
    - (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer, or the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed, or the Customer goes into liquidation or makes an assignment or an arrangement or composition with the Customer's creditor, or the Customer stops payment or is deemed unable to pay the Customer's debts within the meaning of the Corporations Act 2001 (Cth); if the Customer is a natural person: an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs, or an order is applied for or made to place the assets and affairs of the Customer under administration;
  - (d) **"National Credit Code"** means the Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth).
  - (e) **"Officer"** means each director, secretary, credit manager and authorised representative of LYNDONS;
  - (f) **"PMSI"** means purchase money security interest as defined under the PPSA.
  - (g) **"PPSA"** means *Personal Property Securities Act 2009* (Cth).
  - (h) **"PPSR"** means Personal Property Securities Register.
  - (i) **"Products and services"** includes all products and services supplied by LYNDONS to the Customer.
27. **Interpretation:**
  - (a) In these Credit Terms, unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
  - (b) No provision of these Credit Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.

I/We agree to be bound by the General Credit Terms set out above and by the terms set out in this application and warrant that the information given by me/us in this application is true and accurate and warrant I/we have disclosed all information relevant to this application.

I/We warrant that we have authority to sign and bind the customer.

<b>Name:</b>		<b>Position:</b>	
<b>Signature:</b>		<b>Date:</b>	/ /
	<small>(Signed for and on behalf of the Customer)</small>		
<b>Witness Name:</b>		<b>Witness Signature:</b>	
<b>Witness Address:</b>			

## GUARANTEE AND INDEMNITY

In consideration of LYNDONS agreeing at the request of the Customer named in the Application for Commercial Credit of which this Guarantee forms part to sell goods or give credit to the Customer, each person named as guarantor in the Schedule ("Guarantor") enters into this Guarantee in favour of LYNDONS in the following terms:

<b>Customer Name:</b>		<b>ABN:</b>	
<b>Registered Address:</b>			

### 1. Guarantee

The Guarantor unconditionally and irrevocably guarantees to LYNDONS the due and punctual payment of the Guaranteed Monies and agrees:

- (a) on demand from time to time to pay an amount equal to the Guaranteed Monies then due and payable;
- (b) any statement signed by an Officer certifying the amount of Guaranteed Monies, or the money owing by the Guarantor under the Guarantee, is, in the absence of manifest error, binding and conclusive on and against the Guarantor;
- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Monies are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by LYNDONS for the payment of Guaranteed Monies;
- (d) the liabilities of the Guarantor and the rights of LYNDONS under this Guarantee are not affected by anything which might otherwise affect such liabilities and rights at law or in equity;
- (e) if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and LYNDONS is entitled to recover from the Guarantor the value of that payment as if that payment had never been made and this clause continues after this Guarantee is discharged; and
- (f) LYNDONS may enforce this Guarantee without first having resort to any other guarantee or security in relation to the Guaranteed Monies.

### 2. Warranty

Each Guarantor warrants that all the information set out in this Guarantee is true and correct and the Guarantor has disclosed to LYNDONS all information relevant to this Guarantee.

### 3. Indemnity

As a separate and independent obligation, the Guarantor agrees to unconditionally and irrevocably indemnify LYNDONS from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by LYNDONS in relation to the non payment or non recovery of the Guaranteed Monies. LYNDONS need not incur any expense or make any payment before enforcing any right of indemnity.

### 4. Notification of Change of Details

The Guarantor will immediately provide written notice to LYNDONS of any change in the Guarantor's details set out in this Guarantee or the Application for Commercial Credit.

### 5. Waiver

Any waiver by LYNDONS must be in writing. No failure or delay by LYNDONS to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. LYNDONS' rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

### 6. Claim in Administration

Until this Guarantee is released by LYNDONS, the Guarantor will not without LYNDONS' consent, prove in any Administration of the Customer in competition with LYNDONS or any related body corporate of LYNDONS.

### 7. Continuing Guarantee

All guarantees will be continuing guarantees and will terminate only with LYNDONS' written agreement.

### 8. Application of Monies Received

If LYNDONS receives or recovers money in respect of debts of the Customer or anyone else, LYNDONS may use the money to pay off whichever part of those debts LYNDONS chooses and does not have to apply the money for the Guarantor's benefit.

### 9. Charge

As security for payment to LYNDONS of all moneys payable by the Guarantor and for the Guarantor's obligations generally under this Guarantee, the Guarantor charges in favour of LYNDONS the whole of the Guarantor's undertaking, property and assets (including without limitation all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Guarantor irrevocably appoints each Officer as the Guarantor's attorney to do all things necessary to create and register each such charge. Upon demand by LYNDONS, the Guarantor agrees to immediately execute a mortgage or other instrument in terms satisfactory to LYNDONS to further secure payment of the money payable by the Guarantor. If the Guarantor fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Guarantor acknowledges that LYNDONS may execute such mortgage or other instrument as the Guarantor's attorney pursuant to the appointment of LYNDONS as the Guarantor's attorney set out in this Guarantee.

### 10. Trusts

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

### 11. Set Off

LYNDONS may at any time set-off amounts owed by LYNDONS to the Guarantor against amounts owed by the Guarantor to LYNDONS.

### 12. Expenses

The Guarantor must pay to LYNDONS all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by LYNDONS in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee and/or the failure of the Guarantor to comply with any obligations under this Guarantee.

### 13. Acknowledgement

The Guarantor acknowledges that the Guarantor:

- (a) has entered into this Guarantee voluntarily;
- (b) has read and understood the nature and consequences of entering in to this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of LYNDONS, LYNDONS' employees, agents or representatives or under the duress of any person; and
- (d) is entitled to seek independent legal and financial advice before signing this Guarantee.



**14. Joint and Several**

If there is more than one Guarantor, the obligations of each Guarantor are joint and several.

**15. Severance**

Each clause, subclause and part of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

**16. Amendments**

This Guarantee may only be amended with LYNDONS' express written agreement.

**17. Assignment**

The Customer may not assign this Guarantee without LYNDONS' prior written agreement.

**18. Application of Laws**

This Guarantee is governed by the laws of the State of Queensland. The Guarantor submits to and consents to the central Courts of the State as having jurisdiction over this Guarantee or any such jurisdiction determined at LYNDONS' discretion.

**19. Definitions**

In this Guarantee unless the context requires otherwise:

**Administration** includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;

**Guarantee** means this Guarantee and Indemnity;

**Guaranteed Monies** means all Monies which are, will or may be at any time in the future, owing or payable to LYNDONS by the Customer for any reason whatsoever including, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for the Customer's Administration, the Customer and Guarantor will still be taken to be liable;

**Officer** means each director, secretary, credit manager and authorised representative of LYNDONS; and

any term defined in the Credit Terms will have the same definition in this Guarantee.

**20. Interpretation**

- (a) In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
- (b) No provision of this Guarantee will be construed adversely against a party solely because the party was responsible for drafting the provision.

**21. Credit Information**

The Guarantor gives consent and authorisation for LYNDONS to do the following at any time:

- (a) request credit reports containing information about the Guarantor's consumer or commercial credit arrangements from credit reporting agencies for the purposes of assessing this Guarantee and/or the Guarantor's creditworthiness or in connection with any related purpose;
- (b) give credit reporting agencies information to enable the credit reporting agencies to create and maintain credit information files containing information about the Guarantor;
- (c) disclose credit reports and any personal information derived from credit reports and any information about the Guarantor's personal or commercial credit arrangements to any related bodies corporate of LYNDONS, any agents of LYNDONS, any of the Guarantor's current or potential guarantors and any other current or potential provider of credit to the Guarantor for any purpose; and
- (d) exchange information with other credit providers and any collection agents of LYNDONS, any of LYNDONS' related bodies corporate and any current or potential provider of credit to me/us for any purpose.

The Guarantor understands that the information permitted to be disclosed to or by LYNDONS under the Privacy Act 1988 (Cth) will include:

- (a) details to identify the Guarantor - that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's license number;
- (b) the fact that the Guarantor has guaranteed credit and the amount of the credit;
- (c) advice that payments previously notified as unpaid are no longer overdue;
- (d) payments overdue for at least 60 days and for which collection action has started;
- (e) cheques for more than \$100 dollars drawn by me/us which have been dishonoured more than once;
- (f) in specified circumstances, that in the opinion of LYNDONS the Guarantor has committed a serious credit infringement; and
- (g) the fact that the Guarantee has been paid or otherwise discharged.

By signing this Guarantee, the Guarantor authorises LYNDONS to collect, maintain, use and disclose the Guarantor's personal information in the manner set out above and in LYNDONS' privacy policy as varied from time to time. The Guarantor acknowledges having received a copy of the current privacy policy and that the Guarantor is aware that the privacy policy is available on request.

**SCHEDULE**

I have read and understood this document. I have not relied on anything said to me by the Customer or LYNDONS as to what it means or what its effects may be.

SIGNED by each Guarantor in the presence of the witnesses whose names appear below.

Guarantor's Name:		Signature:	
Guarantor's Address:			
Guarantor's Phone No:			
Witness' Name (Print):		Signature:	
Witness' Address:			

Guarantor's Name:		Signature:	
Guarantor's Address:			
Guarantor's Phone No:			
Witness' Name (Print):		Signature:	
Witness' Address:			

Guarantor's Name:		Signature:	
Guarantor's Address:			
Guarantor's Phone No:			
Witness' Name (Print):		Signature:	
Witness' Address:			

Guarantor's Name:		Signature:	
Guarantor's Address:			
Guarantor's Phone No:			
Witness' Name (Print):		Signature:	
Witness' Address:			

DATED this                      day of    20

**IMPORTANT NOTICE:** This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.

**OFFICE USE ONLY**

Branch Manager Recommendation:
Estimated Monthly Trade:
Signature:
Date:

Bureau Checks:
BICB:
Searches:
Comments:

**ADMINISTRATION**

Recommend:		
Approve / Decline:		
Credit Limit:		
Conditions:		
Credit Manager:	Signed:	Date:
Regional Manager:	Signed:	Date: