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www.earthmovinghireaustralia.com.au
Earthmoving Hire Australia Pty Ltd

ABN: 19 042 196 228

New South Wales
Queensland
Victoria

'Australia's Leading Earthmoving Hire Specialists'

**COMMONWEALTH PRIVACY ACT
PRIVACY AND CREDIT INFORMATION**

**PRIVACY ACT AUTHORISATIONS/AGREEMENTS
AUTHORISATION TO ACT ON BEHALF OF INDIVIDUALS
(INTERIM AUTHORISATION)**

In compliance with the Commonwealth Privacy Act, applicant parties to a finance application who are natural persons should complete and give this interim authorisation to the introducer/broker named below.

NAME OF INTRODUCER: Earthmoving Hire Australia Pty Ltd

NAME/S OF APPLICANT/S:

A. SECTIONS APPLICABLE TO APPLICANT/S WHO ARE NATURAL PERSON/S

1. Acknowledge of Disclosure of Credit Information to a Credit Reporting Agency

I/We acknowledge that Section 18E(8)(c) of the Privacy Act allows a credit provider/s which the above-named COMPANY may approach in arranging my credit application (hereinafter the Approached Credit Provider), to give a credit reporting agency certain personal information about my/our application for credit.

The information which may be given to an agency is covered by section 18E(1) of the Act and includes:

- Such permitted particulars about me/us which allow me/us to be identified;
- The fact that I/we have applied for credit and the amount;
- The fact that the above-named credit provider is a current credit provider to me/us;
- Payments which become overdue more than 60 days and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by me/us which have been dishonoured more than once;
- In specified circumstances, that in the opinion of the above-named credit provider, I/we have committed a serious credit infringement;
- That finance provided to me/us by the above-named credit provider has been paid or otherwise discharged.

By virtue of this declaration, I/we understand that the above-named credit provider has informed me/us of the disclosure policy to a credit reporting agency of information about me/us by Approached Credit Providers and so authorise such disclosures.

2. Agreement/Authority by Applicant/Customer for Credit Provider to Perform Certain Permitted Actions Concerning a Credit Application or Transaction.

I/we agree that, if it is considered relevant in assessing my/our application for personal credit, the Approached Credit Provider may obtain a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons (Section 18L(4)).

I/we agree that, if it is considered relevant in assessing my/our application for commercial credit, the above-named credit provider may obtain from a credit reporting agency a credit report containing personal credit information about me/us (Section 18K(1)(b)).

I/we agree that the Approached Credit Provider may give to and seek from any credit providers named in the accompanying finance application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about my/our personal or commercial credit arrangements; I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act (Section 18N(1)(b)).

3. Authorisation to Act on Behalf of Individuals

For the purpose of arranging the credit facility which is the subject of my/our application, the details of which appear, below, I/we authorise the above-named introducer to obtain a report about my/our consumer or commercial credit worthiness from a credit reporting agency or a commercial credit reporting business or from a credit provider named in this application or referred to in such reports (Section 18N(1)(ga)).



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I/we also authorise the above-named introducer to pass on the above obtained reports to such credit providers as are appropriate, for their consideration of the application for finance.

I/we also authorise the above-named introducer to give to and receive from such parties as are necessary to the arranging of the finance, such personal information about me/us which is necessary to such arrangement or subsequent management.

B. SECTION APPLICABLE TO GUARANTOR/S WHO ARE NATURAL PERSON/S

1. Guarantor Parties Agreement

I/we agree that the Approached Credit Provider may seek a credit report concerning me/us from a credit reporting agency to assess whether to accept me/us as a guarantor of the finance commitments for the above-named Applicant Parties (Section 18K(1)(c))

I/We further agree that the Approached Credit Provider may give to and seek from any credit providers named in the finance application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about my/our personal or commercial credit arrangements; I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

C. SECTION APPLICABLE TO APPLICANT/S AND GUARANTOR/S WHO ARE NATURAL PERSONS

1. Acknowledgement by Applicant/Customer and/or Proposed Guarantor about the collection, recording, use and disclosure of personal information by the Approached Credit Provider.

- a. during the course of assessing the application for credit, the Approached Credit Provider will collect, recorded and securely store personal information about me/us; and
- b. some of the personal information collected may be obtained from third parties including Credit Reporting Agencies, other credit providers, trade suppliers and public records; and
- c. information about the identity, location and contract particulars of the Approached Credit Provider can be obtained from the above named introducer
- d. except in limited circumstances, I/we are able to access details of the personal information the Approached Credit Provider holds about me/us by sending a request, either via the above named Introducer or directly to the Approached Credit Provider.
- e. The information is being collected primarily so that the Approached Credit Provider can consider the credit application; and
- f. without the information sought being collected, an Approached Credit Provider will be unable to process the application for credit; and
- g. subject to the providers of the Privacy Act, some of the personal information collected by the Approached Credit Provider may be disclosed to other parties but only so that the Approached Credit Provider can process the application for credit. Disclosure to outside parties may also be made if it is required or authorized by law. The types of organizations to whom information might be disclosed include:
 - i. a credit reporting agency
 - ii. other credit providers
 - iii. a supplier(s) and/or insurer of the goods or security which are the subject of the finance application; and
 - iv. a solicitor or valuer engaged by the Approached Credit Provider to act on its behalf.

D. PERSONAL / DIRECTORS GURANTEE AND INDEMNITY

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. GUARANTEE the due and punctual payment to the Owner of all moneys which are now owing to the Owner by the Hirer and all further sums of money from time to time owing to the Owner by the Hirer in respect of goods and services supplied or to be supplied by the Owner to the Hirer or any other liability of the Hirer to the Owner, and the due observance and performance by the Hirer of all its obligations contained or implied in any contract with the Owner. If for any reason the Hirer does not pay any amount owing to the Owner the Guarantor will immediately on demand pay the relevant amount to the Owner.

2. HOLD HARMLESS AND INDEMNIFY the Owner on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by or assessed against the Owner in connection with:

- (a) the supply of goods and/or services to the Hirer; or
- (b) the recovery of moneys owing to the Owner by the Hirer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Owner's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
- (c) moneys paid by the Owner with the Hirer's consent in settlement of a dispute that arises or results from a dispute between, the Owner, the Hirer, and a third party or any combination thereof, over the supply of goods and/or services by the Owner to the Hirer.



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I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Owner by the Hirer and all obligations herein have been fully paid/satisfied and performed.

4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Owner's part (whether in respect of the Hirer 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 shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Hirer's obligations to the Owner, each Guarantor shall be a principal debtor and liable to the Owner accordingly.

5. If any payment received or recovered by the Owner is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Owner shall each be restored to the position in which they would have been had no such payment been made.

6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.

7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.

8. 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 Hirer to the Owner.

9. I/we irrevocably authorise the Owner to obtain from any person or company any information which the Owner may require for credit reference purposes. I/We further irrevocably authorise the Owner 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 Owner as a result of this Guarantee and Indemnity being actioned by the Owner.

10. The above information is to be used by the Owner for all purposes in connection with the Owner considering this Guarantee and Indemnity and the subsequent enforcement of the same.

I have read, understood, and agree to be bound by the above terms and conditions.

Signed: Date:

Name: Position:

Signed: Date:

Name: Position:

Company Name:



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PLEASE COMPLETE THE FOLLOWING AND SEND TO EARTHMOVING HIRE AUSTRALIA PTY LTD

| Credit Account Application | | | |
|--|--|--------------------------------|----------------|
| Trade Name: | | | |
| Legal Name: | | | |
| Phone: | | Fax: | |
| Mobile: | | Email: | |
| Billing Address: | | | |
| Suburb: | | State: | P/Code: |
| Physical Address: | | | |
| Suburb: | | State: | P/Code: |
| COMMERCIAL HIRERS ONLY | | | |
| ABN: | | Date Established: | |
| Requested Credit Limit: | | Bank and Branch: | |
| Accountant Contact Details: | | | |
| PERSONAL DETAILS OF HIRER / DIRECTORS / PARTNERS / SOLE TRADERS | | | |
| Full Name: | | | |
| Home Address: | | | |
| Suburb: | | State: | P/Code: |
| Date of Birth: | | Drivers License Number: | |
| TRADE REFERENCE | | | |
| Business Name: | | Contact Person: | |
| Credit Limit: | | Phone Number: | |
| Accountant Number or Reference: | | | |
| TRADE REFERENCE | | | |
| Business Name: | | Contact Person: | |
| Credit Limit: | | Phone Number: | |
| TRADE REFERENCE | | | |
| Accountant Number or Reference: | | | |
| Business Name: | | Contact Person: | |
| Credit Limit: | | Phone Number: | |
| Accountant Number or Reference: | | | |
| Terms: 30 Days from Invoice | | | |
| I certify that the above information is true and correct and that I am authorised 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. I have read and understood the TERMS AND CONDITIONS OF TRADE of Earthmoving Hire Australia P/L 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 understand that if this application is approved, the Account Facility may be cancelled at any time, without prior notice to me. | | | |
| Signed: | | Date: | |
| Full Name: | | Position: | |
| GUARANTOR DETAILS | | | |
| Full Name: | | Occupation: | |
| Address: | | | |
| Suburb: | | State: | P/Code: |
| Signature: | | | |