

# APPLICATION FOR COMMERCIAL CREDIT 30 DAY TRADING ACCOUNT



Referred By: ..... Date: .....

To: **SCOPE SAFETY SYSTEMS (VICTORIA) PTY LTD ACN 135 953 034 and any subsidiary or associated entity and as trustee of any trust ("SCOPE")**

I/We the Customer named below (called variously "I/we" and "me/us" in this application) agree, declare and acknowledge that:  
1. If this application is accepted by SCOPE, all the provisions of the application (including the General Credit Terms) plus SCOPE's Terms of Hire as may be amended by SCOPE from time to time ("**Terms of Hire**") will be binding on me/us; and  
2. I/We have been given and have read and understood SCOPE's current Terms of Hire 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 Name:					
Trading Name:					
If a Trust, name of Trustee:					
Registered Address:					
ACN:		ABN:			
Postal Address:					Post Code:
Business Address:					Post Code:
Telephone: ( )		Mobile:		Email:	

## CUSTOMER CONTACT DETAILS

Purchasing Contact:					
Telephone:		Mobile:		Email:	
Accounts Payable Contact:					
Telephone:		Mobile:		Email:	

## DECLARATION FOR THE NATIONAL CREDIT CODE:

I/We (including all directors) declare that the credit to be provided to me/us by SCOPE is to be applied wholly or predominately for:

- business and/or investment purposes;
- other than investment in residential property.

### IMPORTANT

You should **only** sign this declaration if this loan is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

By signing this application, I/We (including all directors) declare that the credit to be provided to me/us by SCOPE is to be applied wholly or predominately for business and/or investment purposes.

## PRIVACY Statement

### 1. Use of Personal Information

- We cannot extend credit without acquiring and using personal information.
- We may collect and use your personal information for:
  - our primary purposes, which include, but are not limited to, providing goods and services to you, obtaining your credit report, contacting your trade references, assessing your application for commercial credit, reviewing your credit terms, assessing your credit worthiness, assessing credit guarantees (current and prospective), reporting upon overdue payments, and collecting overdue payments due to us, and matters reasonably necessary in complying with your requests (together, Primary Purposes); and
  - purposes other than our Primary Purposes.
- If you sign and send to us:
  - the Credit Application as a Customer; or
  - the Deed of Guarantee and Indemnity as a Guarantor; then:
  - you will be providing personal information to us; and
  - you are accepting the terms of this Privacy Statement.

### 2. Application of Privacy Statement

2.1 This Privacy Statement encompasses consents, notifications, and disclosures under, or in relation to, the *Privacy Act 1988 (Cth)* (**Privacy Act**).

### 3. Specific consents

- You consent to us, to the extent permitted by law, collecting, using, and disclosing your personal information for our Primary Purposes.
- You also consent to us undertaking the below enquiries and disclosures pursuant to the following sections and items of the Privacy Act:
  - obtaining a copy of your credit report from a credit reporting body for a commercial credit related purpose (item 2 of section 20F(1));
  - obtaining a copy of your credit report from a credit reporting body for a credit guarantee purpose (item 3 of section 20F(1));
  - obtaining a copy of your credit report from a credit reporting body for a trade insurance purpose (item 8 of section 20F(1));
  - disclosing credit eligibility information about you to other credit providers (section 21J(1) or 21K(1)); and
  - disclosing credit eligibility information about you to another entity and/or its professional legal or financial advisers where the recipient proposes to use that information for the purposes described in section 21N(3) of the Privacy Act (section 21N(2)).
- You also consent to us collecting, using, and disclosing your personal information (including sensitive information), for purposes other than our Primary Purposes, including, but not limited to, internal management purposes, marketing (including direct marketing), and sales and business development purposes.

### 4. Disclosure to credit reporting bodies

- You consent to us, to the extent permitted by section 21D of the Privacy Act, disclosing your credit information to any or all of the following credit reporting bodies and their successors and assigns.
  - Equifax Australia: GPO Box 94, North Sydney NSW 2059, [www.equifax.com.au](http://www.equifax.com.au), 13 8332.
  - Creditor Watch: GPO Box 276, Sydney NSW 2001, <http://creditorwatch.com.au>, 1300 501 312.

c) NCI: PO Box 3315, Rundle Mall SA 5000, <https://nci.com.au>, 1800 882 820.

d) Illion: PO Box 7405, St Kilda Road, Melbourne VIC 3004, <https://www.illion.com.au>, 13 23 33.

e) Experian: GPO Box 1969, North Sydney NSW 2060, <https://www.experian.com.au>, (02) 8907 7200.

4.2 Our credit reporting policy contains a statement of notifiable matters in accordance with section 21C of the Privacy Act and items 4.1 and 4.2 of the *Privacy (Credit Reporting Code) 2014 (Cth)* (**Credit Reporting Code**).

### 5. Disclosure to third parties

- You consent to us disclosing your personal information (including your credit information) to our subsidiaries, employees, agents, and related bodies corporate, past, present, the credit reporting bodies noted above, any trade credit bureau of which we are a member, your trade references, the related bodies corporate of the preceding entities, and overseas recipients.
- By reason of your consent to the disclosure to overseas recipients pursuant to clause 5.1 of this Privacy Statement, Australian Privacy Principle 8.1 will not apply to our dealings with your personal information.

### 6. Our privacy policy and credit reporting policy

- A copy of our privacy policy and credit reporting policy can be obtained from our website ([www.scopesafety.com.au](http://www.scopesafety.com.au)) or by making a request in writing directed to our privacy officer.
- Our privacy policy and credit reporting policy contain information about how to access and seek correction of your personal information, or how to complain about a breach of the Privacy Act, the Credit Reporting Code, or the Australian Privacy Principles, and how we will deal with any such complaint.

**APPLICATION:**

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

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

ESTIMATED MONTHLY PURCHASES \$ \_\_\_\_\_

**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 SCOPE 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 each director authorises and consents to requests for credit reports as detailed on the previous page**

1. Name: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Address: \_\_\_\_\_ Driver's Lic: \_\_\_\_\_  
 Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Residence: (tick)  Own  Renting  Mortgage To: \_\_\_\_\_  
 Spouse Name: \_\_\_\_\_

2. Name: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Address: \_\_\_\_\_ Driver's Lic: \_\_\_\_\_  
 Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Residence: (tick)  Own  Renting  Mortgage To: \_\_\_\_\_  
 Spouse Name: \_\_\_\_\_

3. Name: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Address: \_\_\_\_\_ Driver's Lic: \_\_\_\_\_  
 Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Residence: (tick)  Own  Renting  Mortgage To: \_\_\_\_\_  
 Spouse Name: \_\_\_\_\_

4. Name: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Address: \_\_\_\_\_ Driver's Lic: \_\_\_\_\_  
 Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Residence: (tick)  Own  Renting  Mortgage To: \_\_\_\_\_  
 Spouse Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_  
 How long have the current proprietors (shareholder(s), partners and sole traders) and directors (if any) been proprietors and/or directors? \_\_\_\_\_  
 Company/Individual Builders Licence No: \_\_\_\_\_  
 Name of any Related or Subsidiary Companies or Partnerships: \_\_\_\_\_  
 Would the Customer be willing to produce on request copies of their latest balance sheet and profit and loss statement for perusal?  Yes  No  
 Have any of the Customers, directors or proprietors previously been declared bankrupt, entered into an insolvency agreement, or been involved in a Company which has been insolvent, liquidated or placed into any form of external administration? \_\_\_\_\_

PLEASE ATTACH FINANCIAL RECORDS TO SUPPORT THIS APPLICATION.

**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 supplied by SCOPE within 30 days after the end of the month of supply or within any alternative credit period granted in writing by SCOPE.
  2. **Interest:** SCOPE is entitled to charge the Customer interest on amounts not paid within the credit period specified by SCOPE at a rate of 10 percent per annum.
  3. **GST:** Each amount payable by the Customer under these Credit Terms in respect of a Taxable Supply by SCOPE 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. **Variation of Credit:** SCOPE may at any time, without the need to provide a reason, vary any credit granted to the Customer. Where the Customer completes a further Application for Commercial Credit, that Application will not be in derogation of but in addition to any previous general credit terms existing except as notified by SCOPE in writing and any of its related entities, subsidiaries and assigns and as Trustee of any Trust ("SCOPE").
  5. **Charge over your real and personal property**
    - 5.1. As security for the sums owed by the Customer, or sums the Customer may owe SCOPE, the Customer charges in SCOPE'S favour all of its estate and interest in:
      - a) any real property (i.e. any house or land); and
      - b) personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items), whether:
        - c) such property is held in the Customer's own right or in its capacity as trustee;
        - d) the Customer owns the property at present or later acquire it; and
        - e) wherever it is situated.
    - 5.2. The Customer irrevocably appoints SCOPE and its Officers from time to time as the Customer's duly constituted attorney to execute in the Customer's name a real property mortgage, general or specific security agreement, bill of sale, or consent to any caveat upon written notice and demand to the Customer.
    - 5.3. If the Customer has previously entered into an agreement with SCOPE by which the Customer has granted a charge, mortgage, or other security interest in respect of the Customer's property then those security interests will continue and will co-exist with the security interests created in these Credit Terms and will secure all of the Customer's indebtedness and obligations hereunder. SCOPE may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages, or other securities to reflect these Credit Terms.
    - 5.4. The Customer acknowledges that:
      - a) It has read and understood this clause 5; and
      - b) this clause 5 is necessary to protect SCOPE's legitimate interests including having regard to:
        - (i) the risk that retention of title and personal guarantees (if applicable in the Credit Application) may not in substance, provide adequate protection to SCOPE;
        - (ii) the terms of any credit which SCOPE may approve are given on the basis that this clause 5 would apply, and if that were not the case, SCOPE would not have given the same credit terms; and
        - (iii) the risk of the Customer's insolvency given the nature of the industry in which the Customer and SCOPE operates.
  6. **Suspension or Ceasing of Credit Facilities**
    - 6.1 SCOPE may, without prejudice to any other rights that it may have:
      - a) if the Customer fails to make payment of any monies due to SCOPE by the due date or if the Customer is otherwise in default of under these Credit Terms:
        - (i) suspend the Customer's credit account;
        - (ii) require all charges on the Customer's credit account to fall immediately due and payable; and/or
        - (iii) close the Customer's credit account; and
      - b) for any reason and from time to time:
        - (i) increase or decrease the Customer's account credit limit; or
        - (ii) suspend the Customer's credit account, by written notice to the Customer effective immediately.
    - 6.2 If:
      - a) SCOPE decreases the Customer's credit limit, or suspends the Customer's credit account by giving notice pursuant to clause 6.1(b); and
      - b) the Customer's credit account would fall into default as a consequence by reason of that notice, then SCOPE will not treat this as an event of default and the required time for payment of the Customer's credit account will not be affected.
  7. **Notification of Change of Details:** The Customer will provide written notice to SCOPE 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. Upon request the Customer must provide a copy of any shareholder agreement, partnership agreement or deed.
  8. **Set-Off:** SCOPE may at any time with the provision of notice set-off amounts owed by SCOPE to the Customer against amounts owed by the Customer to SCOPE.
  9. **Property:**
    - a) Property and title in all Equipment supplied on hire remains with SCOPE. Where Equipment is supplied by way of sale, title in the Equipment shall not pass until the Customer has paid all moneys owing to SCOPE in full (whether or not Equipment is delivered in instalments, some of which have been paid for by the Customer). Risk in the Equipment passes to the Customer at the time of delivery.
    - b) The Customer holds the Equipment as fiduciary bailee and agent for SCOPE and must keep the Equipment physically separate from all other goods of the Customer, and clearly identified as owned by SCOPE:-
      - (i) at all times where the Equipment is supplied on hire; and
      - (ii) until payment in full of all moneys owed by the Customer to SCOPE where the Equipment is supplied by way of sale.
    - c) If an Event of Default occurs, then without prejudice to SCOPE's other rights, SCOPE may, with prior notice to the Customer, enter any premises occupied by the Customer or any other place where the Equipment may be and recover possession of the Equipment (including without limitation removing and detaching the Equipment from any structure to which the Equipment is affixed in any manner SCOPE considers appropriate), and SCOPE may in its complete discretion resell or rehire the Equipment on any terms and conditions it considers appropriate and for SCOPE's exclusive benefit.
    - d) The Customer will be responsible for SCOPE's reasonable costs and expenses in exercising its rights under clause 9(c). Where SCOPE exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against SCOPE, its employees, servants or agents.
    - e) The Customer must not sell or otherwise dispose of any Equipment supplied on hire or, supplied by way of sale where title in the Equipment has not passed from SCOPE to the Customer, or things (including land or structure) to which the Equipment have been affixed without first obtaining the written consent of SCOPE. If in breach of this condition the Customer sells any of the Equipment, without prejudice to SCOPE's other rights, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
    - f) If the Customer uses the Equipment 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 Equipment in trust for SCOPE. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to SCOPE and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Equipment will be discharged.
    - g) If the Equipment is resold, or goods and services using the Equipment 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 SCOPE. Such part of the book debts and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to SCOPE at the time of the receipt of such book debts. The Customer must not assign or grant a security interest in respect of such book debts without SCOPE's prior written consent.
    - h) The Customer's indebtedness to SCOPE, whether in full or in part, will not be discharged by the operation of clauses 9(e) to 9(g) hereof unless and until the funds held on trust are remitted to SCOPE.
    - i) For the avoidance of doubt, SCOPE's interest constitutes a 'purchase money security interest' pursuant to the PPSA.
10. **Property Securities Act (Cth) 2009 ("PPSA"): "Financing statement", "financing change statement", "security interest", "purchase money security interest", "attached", "attachment", "perfected", "accession", "commingled" and all related terms have the meaning given to them by the PPSA.**
  - a) In consideration of SCOPE supplying the Products to the Customer at the request of the Customer, the Customer by signing these Credit Terms:
    - (i) grants to SCOPE a "Purchase Money Security Interest" ("PMSI") in all Products supplied by way of sale by SCOPE to the Customer from time to time as security for payment of the purchase price of such Products;
    - (ii) grants to SCOPE a "Security Interest" ("SI") in all Products supplied by way of sale by SCOPE to the Customer from time to time and in all of the Customer's personal property as security for payment of any other amount owed by the Customer to SCOPE and as security for the performance by the Customer of the obligations set out in these Credit Terms;
    - (iii) agrees that any Products supplied by SCOPE to the Customer by way of sale, or proceeds of sale of the Products supplied by SCOPE to the Customer by way of sale, coming into existence after the date of these Credit Terms will come into existence subject to the PMSI and SI granted herein and these Credit Terms without the need for any further action or agreement by any party;
    - (iv) acknowledges that the Customer has received valuable consideration from SCOPE and agrees that it is sufficient; and
    - (v) agrees that the PMSI and SI has attached to all Products supplied now or in the future by SCOPE to the Customer by way of sale and that the attachment of the PMSI has in no way been deferred or postponed.
  - b) SCOPE reserves the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or SI created under these Credit Terms.
  - c) The costs of registering a financing statement or a financing change statement can be charged to the Customer by SCOPE at SCOPE's complete discretion, and may, where applicable, be charged to the customer's credit account with SCOPE.
  - d) The Customer must promptly, on request by SCOPE, execute all documents and do anything else reasonably required by SCOPE to ensure that the PMSI and SI created under these Credit Terms constitutes a perfected security interest.
  - e) The Customer must not agree to allow any person to register a financing statement over any of the Products in which SCOPE has any PMSI and/or SI without the prior written consent of SCOPE and will immediately notify SCOPE if the Customer becomes aware of any person or entity taking steps to register a financing statement in relation to any such Products.
  - f) The Customer must not allow the Products in which SCOPE has any PMSI or SI to become accessions or commingled with other goods unless SCOPE has first perfected any PMSI or SI that SCOPE has in relation to the Products.
  - g) If SCOPE perfects any PMSI and/or SI that SCOPE has in relation to the Products, the Customer must not do anything that results in SCOPE having less than the security or priority granted by the PPSA that SCOPE assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.
  - h) The Customer irrevocably grants to SCOPE the right to enter upon the Customer's property or premises, upon the provision of prior notice, and without being in any way liable to the Customer or to any third party, if SCOPE has cause to exercise any of SCOPE's rights under Chapter 4 of the PPSA, and the Customer will indemnify SCOPE for any claims made by any third party as a result of such exercise.
  - i) The Customer acknowledges and agrees that:
    - (i) nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Credit Terms;
    - (ii) sections 92, 95(1)(a), 97, 118(1)(b)(i), 121(4), 130(1)(a), 132(4), and 135(1)(a) of the PPSA will not apply to the enforcement of any PMSI and SI created under these Credit Terms and the Customer waives any rights given to the Customer by, and obligations imposed on SCOPE in relation to the Customer under, the said sections;
    - (iii) the Customer waives its right to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under these Credit Terms under s.157 of the PPSA; and
    - (iv) the Security Agreement created by these Credit Terms may be reinstated on the terms considered appropriate by SCOPE at its complete discretion.

11. **Effect of Other Terms:** These Credit Terms are in no way affected or amended by any other express or implied terms contained in any Terms of Hire in relation to the Products. No terms of the Customer apply to any agreement between the Customer and SCOPE.
12. **Service of Notices and Documents:** All notices or documents required to be given to SCOPE for the purposes of the PPSA must be given in accordance with the PPSA.
13. **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. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.
14. **Application of Monies Received:** If SCOPE receives or recovers money in respect of a debt of the Customer, SCOPE may use the money to pay off whichever debt or part of a debt SCOPE chooses and is not compelled to apply the money as directed by the Customer or any other person.
15. **Trusts:** These Credit Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
16. **Joint and Several:** If the Customer consists of more than one person, the obligations of each person are joint and several.
17. **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.
18. **Waiver:** A waiver of any provision of these Credit Terms will only be effective if made by the affected party in writing.
19. **Amendments:** From time to time, SCOPE may amend the Credit Terms, in which case:
- SCOPE will give the Customer at least fourteen (14) days' written notice of the change; and
  - the Customer's credit facility will be subject to those amended terms in respect of any further supplies made after the fourteen (14) day period has expired unless the Customer has issued a written notice to SCOPE objecting to the varied terms within the fourteen (14) day period.
20. **Assignment:** A party may only assign its rights under these Credit Terms with the written consent of the other party.
21. **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 Brisbane having jurisdiction over these Credit Terms.
22. **Indemnity**
- 22.1 If the Customer defaults in the performance or observance of its obligations under any contract of which these Credit Terms form part, then:
- SCOPE will take steps to mitigate its loss and act reasonably in relation to any default by the Customer; and
  - SCOPE will give the Customer notice requesting payment for loss and damage occasioned in respect of those events and requesting that the Customer remedy any breach within a reasonable time; and
  - if that demand is not met then the Customer will indemnify SCOPE in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that SCOPE has suffered arising therefrom.
- 22.2 The Customer's liability to indemnify SCOPE will be reduced proportionally to the extent that any fraud, negligence, or wilful misconduct by SCOPE or a breach of SCOPE'S obligations under contract has contributed to the claim, loss, damage, or cost which is the subject of the indemnity.
- 22.3 The Customer's liability to indemnify SCOPE is a continuing obligation separate and independent from the Customer's other obligations and survives the termination or performance of any contract of which these Credit Terms form part.
23. **Termination:** A party may, with immediate effect, terminate any contract for supply of which these Credit Terms form part by notice in writing, if the other party:
- commits a material or persistent breach of these Credit Terms and does not remedy that breach (if capable of remedy) within seven (7) days of the receipt of a notice (or such longer time as specified in the notice) identifying the breach and requiring its remedy; or
  - has failed to pay sums due to the party within seven (7) days; or
  - has indicated that it is, or may become, insolvent; or
  - ceases to carry on business; or
  - comprises an entity which is the subject of the appointment of receivers or managers; or
  - comprises a natural person who:
    - has committed an act of bankruptcy; or
    - has been made bankrupt;
  - comprises a corporation which:
    - enters into voluntary administration;
    - is subject to a deed of company arrangement; or
    - is subject to the appointment of liquidators or provisional liquidators.
24. **Definitions:** In these Credit Terms unless the context requires otherwise:
- "Credit Terms" means these General Credit Terms.
  - "Credit-related information" includes "credit information", "credit reporting information", "credit eligibility information" and/or "regulated information" (as the context permits) within the meaning of those terms in the Privacy Act.
  - "Customer" means the customer whose details appear in the Application for Commercial Credit and the Customer's subsidiaries, holding companies and other related entities.
  - "Event of Default" means any of the following events:
    - the Customer fails to pay for any Products and services and/or the Customer breaches these Credit Terms;
    - the Customer ceases or threatens to cease carrying on business;
    - 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 goes into liquidation, 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.
  - "Equipment" means any scaffolding, work platforms, railings and associated goods and equipment which the Customer requests SCOPE to provide either on hire or by purchase.
  - "Officer" means each director, secretary, credit manager and authorised representative of SCOPE;
  - "Privacy Act" means the Privacy Act 1988 (Cth) as amended from time to time.
  - "Products and services" includes all products and services supplied by SCOPE to the Customer. Products as defined herein also include any Equipment as supplied and defined in these terms.
25. **Interpretation:**
- In these Credit Terms, unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
  - No provision of these Credit Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.
26. **Agreement:**
- This agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by SCOPE and the Customer in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.
  - Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Customer and SCOPE, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.

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 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 for SCOPE to process this application or provide me/us with an appropriate level of service. By signing this application I/We authorise SCOPE to collect, hold, use, and disclose my/our personal information in the manner set out in this application and/or SCOPE's Privacy Policy and Credit Reporting Policy (as may be amended from time to time). I/We acknowledge having read and understood SCOPE's Privacy Policy and Credit Reporting Policy and that I/we am/are aware that copies of those policies are available on SCOPE's website at [www.scopesafety.com.au](http://www.scopesafety.com.au) or in an alternative form and free of charge from SCOPE's Privacy Officer upon request.

Name:	<input type="text"/>	Position:	<input type="text"/>
Signature:	<input type="text"/> <i>(Signed for and on behalf of the Customer)</i>	Date:	<input type="text"/> / <input type="text"/> / <input type="text"/>
Witness Name:	<input type="text"/>	Witness Signature:	<input type="text"/>
Witness Address:	<input type="text"/>		

Name:	<input type="text"/>	Position:	<input type="text"/>
Signature:	<input type="text"/> <i>(Signed for and on behalf of the Customer)</i>	Date:	<input type="text"/> / <input type="text"/> / <input type="text"/>
Witness Name:	<input type="text"/>	Witness Signature:	<input type="text"/>
Witness Address:	<input type="text"/>		

# DEED OF GUARANTEE AND INDEMNITY

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

## 1. Guarantee

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

- on demand from time to time to pay an amount equal to the Guaranteed Monies then due and payable;
- a 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;
- 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 SCOPE for the payment of Guaranteed Monies;
- the liabilities of the Guarantor and the rights of SCOPE under this Guarantee are not affected by anything which might otherwise affect such liabilities and rights at law or in equity;
- 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 SCOPE 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
- SCOPE 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 SCOPE all information relevant to this Guarantee.

## 3. Indemnity

As a separate and independent obligation, the Guarantor agrees to unconditionally and irrevocably indemnify SCOPE from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by SCOPE in relation to the non payment or non recovery of the Guaranteed Monies. SCOPE 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 SCOPE of any change in the Guarantor's details set out in this Guarantee or the Application for Commercial Credit.

## 5. Waiver

Any waiver by SCOPE must be in writing. No failure or delay by SCOPE 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. SCOPE's 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 SCOPE, the Guarantor will not without SCOPE's consent, prove in any Administration of the Customer in competition with SCOPE or any related body corporate of SCOPE.

## 7. Continuing Guarantee

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

## 8. Application of Monies Received

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

## 9. Charge over your real and personal property

- As security for the sums the Guarantors owe SCOPE, the Guarantors charge in SCOPE'S favour all of their estate and interest in:
  - any real property (i.e. any house or land); and
  - personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items), whether:
    - such property is held in the Guarantors' own right or in its capacity as trustee;
    - the Guarantors own the property at present or later acquire it; and
    - wherever it is situated.
- The Guarantors irrevocably appoint SCOPE and its Officers from time to time as their duly constituted attorney to execute in the name of the Guarantors a real property mortgage, general or specific security agreement, bill of sale, or consent to any caveat upon written notice and demand to the Guarantors.
- If the Guarantors have previously entered into an agreement with SCOPE conferring a security interest, then those security interests will continue and will co-exist with the security interests created in this deed and will secure all of the Guarantors' indebtedness and obligations hereunder.
- The Guarantors acknowledge that:
  - they have read and understood this clause 9; and
  - this clause 9 is necessary to protect SCOPE's legitimate interests including having regard to:
    - the risk that retention of title and other security provided by the Customer or other parties may not in substance, provide adequate protection to SCOPE;
    - the terms of any credit that SCOPE may approve under the Credit Application are given on the basis that this clause 9 would apply, and if that were not the case, SCOPE would not have given the same credit terms; and
    - the risk of insolvency given the nature of the industry in which the Customer and SCOPE operate.

## 10. Personal Property and Securities Act (Cth) 2009 ("PPSA")

Expressions used in this clause in quotation marks have the meaning prescribed to them in the PPSA.

As security for payment to SCOPE of all moneys payable by the Guarantor and for the Guarantor's obligations generally under this Guarantee, the Guarantor grants a "security interest" in favour of SCOPE over all of the Guarantor's "personal property" both current and later acquired.

The Guarantor consents to SCOPE registering a "financing statement" in the Personal Properties Securities Register to perfect the "security interest" created under this Guarantee. The Guarantor must promptly, on request by SCOPE, execute all documents and do anything else reasonably required by SCOPE to ensure that the "security interest" created under this Guarantee constitutes a "perfected" "security interest".

The Guarantor acknowledges and agrees that: -

- nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to this Guarantee;
- sections 92, 95(1)(a), 97, 118(1)(b)(i), 121(4), 130(1)(a), 132(4), and 135(1)(a) of the PPSA will not apply to the enforcement of any PMSI and SI created under this Guarantee and the Guarantor waives any rights given to the Guarantor by, and obligations imposed on SCOPE in relation to the Guarantor under, the said sections;
- the Guarantor waives its right to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under this Guarantee under s.157 of the PPSA; and
- the Security Agreement created by this Guarantee may be reinstated on the terms considered appropriate by SCOPE at its complete discretion.

## 11. Trusts

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

## 12. Set Off

SCOPE may at any time upon the provision of notice set-off amounts owed by SCOPE to the Guarantor against amounts owed by the Guarantor to SCOPE.

## 13. Expenses

The Guarantor must pay to SCOPE all costs (including legal and collection 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 SCOPE 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.

## 14. Acknowledgement

The Guarantor acknowledges that the Guarantor:

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

## 15. Joint and Several

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

## 16. 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.

## 17. Amendments

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

## 18. Assignment

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

## 19. 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 Brisbane having jurisdiction over this Guarantee.

## 20. 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;

### Credit-related information

- includes "credit information", "credit reporting information" and/or "credit eligibility information" and/or "regulated information" (as the context permits) within the meaning of those terms in the Privacy Act.

### Customer

- means the Customer named in the Application for Commercial Credit of which the Guarantee and Indemnity forms a part;

### 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 SCOPE 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 SCOPE;

### Privacy Act

- means the Privacy Act 1988 (Cth) as amended from time to time; and any term defined in the Credit Terms will have the same definition in this Guarantee.

## 21. Interpretation

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

# GUARANTOR'S PRIVACY AND CREDIT REPORTING ACKNOWLEDGMENT AND CONSENT

## PRIVACY AND COLLECTION NOTICE (APP 5)

SCOPE's Privacy Policy contains information about how SCOPE handles personal information (including personal information collected via its website) and complies with its obligations under the Privacy Act and the Australian Privacy Principles (APPs). SCOPE must take reasonable steps, before or at the time it collects personal information, to notify the Guarantor of certain matters or to ensure that the Guarantor is aware of certain matters. Those matters are set out in SCOPE's Collection Notice (APP 5) and include:

- How SCOPE collects the Guarantor's personal information and purposes for which SCOPE collects that information
- The kinds of third parties SCOPE may collect the Guarantor's personal information from eg. the Customer, agents, credit reporting bodies
- Who SCOPE may disclose the Guarantor's personal information to eg. professional advisors, debt collectors, credit reporting bodies
- That SCOPE is not likely to disclose the Guarantor's personal information to an overseas recipient
- How the Guarantor can complain about a breach of the Privacy Act or APPs (as set out in SCOPE's Privacy Policy)
- How SCOPE will deal with a complaint (as set out in SCOPE's Privacy Policy)
- How the Guarantor can request access to and/or correction of the Guarantor's personal information (as set out in SCOPE's Privacy Policy)
- The main consequences if SCOPE cannot collect the Guarantor's personal information eg. SCOPE may not be able to accept this Guarantee, grant credit terms to the Customer, or provide an appropriate level of service.

SCOPE's Collection Notice (APP 5) and Privacy Policy are published on SCOPE's website at [www.scopesafety.com.au](http://www.scopesafety.com.au). Copies can also be obtained in an alternative form (such as hard copy) and free of charge by contacting SCOPE's Privacy Officer on (07) 3725 5999.

## CREDIT REPORTING AND STATEMENT OF NOTIFIABLE MATTERS

SCOPE's Credit Reporting Policy contains information about credit reporting, including how SCOPE manages the personal information it obtains from credit reporting bodies (CRBs) and how it manages other types of credit-related personal information. Under the Privacy Act and Credit Reporting Privacy Code there are several matters that SCOPE is required to notify the Guarantor of at or before it collects personal information that is likely to be disclosed to a CRB. Those matters are set out in SCOPE's Statement of Notifiable Matters and include:

- That a CRB may include credit-related information in reports provided to other credit providers to assist them in assessing the Guarantor's credit worthiness
- How the Guarantor can obtain a copy of SCOPE's Credit Reporting Policy
- The Guarantor's right to access credit-related information from SCOPE, to request SCOPE to correct the information, and/or to make a complaint (as set out in SCOPE's Credit Reporting Policy) including how SCOPE will deal with a complaint
- That if the Guarantor commits a serious credit infringement, SCOPE may be entitled to disclose that infringement to a CRB
- That SCOPE is not likely to disclose the Guarantor's credit-related information to entities that do not have an Australian link
- The Guarantor's right to request that a CRB not use or disclose the Guarantor's credit-related information in certain situations
- Information about the CRBs SCOPE deals with and how the Guarantor can obtain a copy of the CRBs' credit reporting policy

SCOPE's Statement of Notifiable Matters and Credit Reporting Policy are published on SCOPE's website at [www.scopesafety.com.au](http://www.scopesafety.com.au). Copies can also be obtained in an alternative form (such as hard copy) and free of charge by contacting SCOPE's Privacy Officer on (07) 3725 5999.

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

1. Request credit reports containing credit-related information about the Guarantor's consumer and/or commercial credit arrangements from CRBs for the purpose of assessing this Guarantee and/or the Guarantor's creditworthiness and/or in connection with any related purpose from time to time as reasonably required;
2. Disclose personal information and/or credit-related information about the Guarantor to CRBs to enable CRBs to create and maintain credit information files containing credit-related information about the Guarantor;
3. Disclose to the Customer and/or any related bodies corporate of SCOPE and/or any agents of SCOPE and/or any of the Guarantor's current or potential guarantors and/or any other current or potential provider of credit to the Guarantor, for the purposes set out in this Guarantee and/or in SCOPE's Credit Reporting Policy:-
  - (a) credit reports containing credit-related information about the Guarantor;
  - (b) personal information and/or credit-related information about the Guarantor that is derived from credit reports obtained from CRBs;
  - (c) any other information about Guarantor's consumer credit and/or commercial credit arrangements.
4. Collect personal information and/or credit-related information about the Guarantor from any entity the Guarantor has granted security to (including the Guarantor's bank and/or financial institution) for the purposes set out in this Guarantee and/or SCOPE's Credit Reporting Policy; and
5. Exchange the Guarantor's credit-related information with any collection agents of SCOPE and/or any of SCOPE's related bodies corporate and/or any current or potential provider of credit to the Guarantor for the purposes set out in this Guarantee and/or SCOPE's Credit Reporting Policy.

## The Guarantor understands that the information permitted to be disclosed to or by SCOPE under the Privacy Act will include:

6. Details to identify the Guarantor - that is, name, sex, date of birth, current / last known and 2 previous addresses, current or last known employer, and driver's licence number;
7. The fact that the Guarantor has guaranteed credit and the amount of the credit;
8. Advice that payments previously notified as unpaid are no longer overdue;
9. Payments of \$150 or more overdue for at least 60 days and for which collection action has started;
10. In specified circumstances, that in the opinion of SCOPE the Guarantor has committed a serious credit infringement; and
11. The fact that the Guarantee has been paid, satisfied, or otherwise discharged.

# SCHEDULE

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

I/We understand that I/we need not give any of the personal information requested in this Guarantee, however without this information it may not be possible for SCOPE to accept this Guarantee or provide an appropriate level of service. By signing this Guarantee I/we authorise SCOPE to collect, hold, use, and disclose my/our personal information in the manner set out in this Guarantee and/or in SCOPE's Privacy Policy and Credit Reporting Policy (as may be amended from time to time). I/We acknowledge having read and understood SCOPE's Privacy Policy and Credit Reporting Policy and that I/we am/are aware that copies of those policies are available on SCOPE's website at [www.scopesafety.com.au](http://www.scopesafety.com.au) or in an alternative form and free of charge from SCOPE's Privacy Officer upon request.

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.

Signed, sealed and delivered by the guarantor

Guarantor's Name:	<input type="text"/>	Signature:	<input type="text"/>
Position:	<input type="text"/>		
Witness Name: (Print)	<input type="text"/>	Witness Signature:	<input type="text"/>
Witness Address:	<input type="text"/>		

Signed, sealed and delivered by the guarantor

Guarantor's Name:	<input type="text"/>	Signature:	<input type="text"/>
Position:	<input type="text"/>		
Witness Name: (Print)	<input type="text"/>	Witness Signature:	<input type="text"/>
Witness Address:	<input type="text"/>		

Signed, sealed and delivered by the guarantor

Guarantor's Name:	<input type="text"/>	Signature:	<input type="text"/>
Position:	<input type="text"/>		
Witness Name: (Print)	<input type="text"/>	Witness Signature:	<input type="text"/>
Witness Address:	<input type="text"/>		

Signed, sealed and delivered by the guarantor

Guarantor's Name:	<input type="text"/>	Signature:	<input type="text"/>
Position:	<input type="text"/>		
Witness Name: (Print)	<input type="text"/>	Witness Signature:	<input type="text"/>
Witness Address:	<input type="text"/>		

Signed, sealed and delivered by the guarantor

Guarantor's Name:	<input type="text"/>	Signature:	<input type="text"/>
Position:	<input type="text"/>		
Witness Name: (Print)	<input type="text"/>	Witness Signature:	<input type="text"/>
Witness Address:	<input type="text"/>		



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PRINT

CLEAR FORM