

**CREDIT APPLICATION AND GUARANTEE**  
(30-DAY ACCOUNT)

**BRANDOWN PTY LIMITED ACN 003 830 304**

PO Box 141  
Kemps Creek NSW 2178

Facsimile: (02 9826 1622

Telephone: (02) 9826 1256

**Please send back original forms.**

I/ We apply for credit accommodation, that Brandown Pty Limited provide goods and/or services to the Applicant on credit from time to time. I/We submit the following information:

1. Ownership (Company/Partnership/Sole Trader): \_\_\_\_\_
2. If the Applicant is a Company: **(N.B, Directors must complete Personal Guarantee)**  
 Name and ABN: \_\_\_\_\_  
 Registered Office: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
3. Trading name: \_\_\_\_\_
4. Trading/Street Address: \_\_\_\_\_  
 \_\_\_\_\_
5. Postal address: \_\_\_\_\_
6. Full Names and Residential Addresses of all Owners, Partners or Directors of the Applicant:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Date Commenced Trading: \_\_\_\_\_
8. Estimated Monthly Credit Required: \_\_\_\_\_  
**(NB. THIS IS AN ESTIMATE ONLY – CREDIT MAY BE PROVIDED ABOVE THIS AMOUNT)**
9. Accountant Name and Address: \_\_\_\_\_  
 \_\_\_\_\_
10. Bank account details (Bank, Account Number, and BSB): \_\_\_\_\_  
 \_\_\_\_\_

**Business References (3 Required)**

1. \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_
2. \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_
3. \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Guarantors Initials: .....  
.....

**DECLARATIONS AND PRIVACY STATEMENT**

I/WE ACKNOWLEDGE THAT:

1. Brandown Pty Limited shall only provide the applicant with goods and/or services on its standard Terms and Conditions In force from time to time, to the exclusion of all other terms, unless otherwise agreed to by Brandown Pty Limited in writing. I/we have read and understand the Terms and Conditions provided in this Credit Application. Where the applicant is a trustee of a trust, the Applicant contracts with Brandown in its own capacity and as trustee of the trust.
2. Complete and truthful information has been given in this Credit Application, and that Brandown Pty Ltd is relying on this information. I/we are authorised to sign this Credit Application on behalf of the Applicant.
3. I/We authorise Brandown Pty Limited to give and seek any information concerning the Applicant, the officers of the Applicant, guarantors of the Applicant, the Applicant's commercial activities and the Applicant's account, including information about the Credit Application and the Applicant's personal credit information, identity particulars; the amount of credit sought; that Brandown Pty Limited is a current credit provider to the Applicant; details of any overdue accounts, and advice when Brandown Pty Limited is no longer a current credit provider to the Applicant ("The Information").
4. The Information may be given to or sought from credit reporting agencies, other credit providers, the Applicant's guarantors, Brandown Pty Limited's Solicitors or a collection agency, and third parties. The Information may be used and disclosed by Brandown Pty Limited to assess or reassess at a later stage the Applicant's application for credit, to assist in collection of any amounts overdue by the Applicant, and to assist other credit providers in assessing an application for credit or is collection of amounts overdue to them.
5. I/We have a right under the Privacy Act 1988 to request access to our own personal information and, if it is inaccurate, to request corrections.

SIGNATURE OF ALLOWNERS/PARTNERS/DIRECTORS APPLICANT.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner/Partner/Director: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner/Partner/Director: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner/Partner/Director: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantors Initials: .....  
.....

**GUARANTEE AND INDEMNITY**

At the request of the Guarantors listed below (“Guarantors”), in consideration of Brandown Pty Limited at its absolute discretion agreeing to give and/or giving credit for goods and/or services provided from time to time to the Applicant listed in this Credit Application, the Guarantors agree:

1. This Guarantee is unlimited, and the obligations of the Guarantors are absolute and unconditional and remain in force unless terminated in writing by Brandown Pty Limited. The term “Guarantor” whenever used in this Guarantee, if there is more than one Guarantor, means and refers to each of them individually and any one or more of them or all of them collectively as the case may require. The obligations and agreements on the part of the Guarantors bind all of them jointly and each of them severally, and bind their successors, executors and assigns.
2. The Guarantors unconditionally, jointly and severally guarantee to Brandown Pty Limited the punctual payment of all monies and liabilities now due and payable by the Applicant (on any account and in any capacity whatsoever, including in its own capacity and in its capacity as trustee) or any monies which may from time to time be due and payable by the Applicant (“the Debt”). The Guarantors acknowledge that the Debt includes any legal costs, mercantile agents costs, and other costs incurred by Brandown Pty Limited in attempting to recover outstanding monies from the Applicant on an indemnity basis.
3. The Guarantors unconditionally and irrevocably undertake to Brandown Pty Limited that should any monies payable by the Applicant not be recoverable from the Guarantors under this Deed for any reason, or should an obligation of the Applicant or the Guarantors be or become void, voidable or unenforceable or otherwise invalid, then the Guarantors shall as a sole and independent obligation pay to Brandown Pty Limited on demand the amount which Brandown Pty Limited would otherwise have been able to recover (on a full indemnity basis), and shall indemnify Brandown Pty Limited against all losses, costs and expenses incurred by Brandown Pty Limited.
4. As between the Guarantors and Brandown Pty Limited (but without affecting the obligations of the Applicant) the liability of the Guarantors shall be deemed to be the liability of a principal debtor and not of a surety
5. The obligations of each Guarantor under this Guarantee are continuing principal obligations and shall not be discharged or affected by:
  - (a) Any variation to any Conditions of Sale agreed between the Applicant and Brandown Pty Limited, including terms as to payment;
  - (b) Any waiver, extension of time, credit or any indulgence or other concession to the Applicant or to the Guarantors;
  - (c) Anything the Applicant may assert to resist making payment of any part of the Debt;
  - (d) Any increase in the amount of the Debt;
  - (e) The death, incapacity, bankruptcy, external administration or liquidation of the Applicant or any of the other Guarantors;
  - (f) Anything done or omitted or neglected to be done by Brandown Pty Limited in exercise or non-exercise of its authorities, powers and discretion;
  - (g) The facts that the Guarantor has no financial, beneficial, or other interest in the business so the Applicant; and
  - (h) The sale of the Applicant’s business where such sale has not been notified to Brandown Pty Ltd.
6. The Guarantors shall rank and be entitled to enforce any rights as to monies allegedly owed to them by the Applicant or the Guarantors only after the Debt has been paid to Brandown Pty Limited or satisfied.

Guarantors Initials: .....  
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- 7. If any payment or transaction relating to the Debt is void, voidable, or unenforceable in part or whole then the liability if the Guarantors shall be the same as if the transaction or part thereof had not been made.
- 8. If any of the obligations of any Guarantor under this guarantee is unenforceable, the balance of the Guarantor's obligations under this Guarantee shall not be effected by such unenforceability.
- 9. The reference by the applicant to a credit limit in this Credit Application or otherwise shall be an estimate only, and shall not limit or affect this Guarantee or the Guarantors liability to Brandown Pty Limited in any way.

**IMPORTANT: YOU SHOULD READ THE WHOLE GUARANTEE, AS WELL AS BRANDOWN PTY LIMITED'S CONDITIONS OF SALE, AND OBTAIN INDEPENDENT LEGAL AND PROFESSIONAL ADVICE BEFORE EXECUTING THIS GUARANTEE. AMONG OTHER THINGS, IT MAKES YOU LIABLE FOR THE APPLICANT'S DEBTS NOTWITHSTANDING THAT YOU MAY HAVE NO PRACTICAL RELATIONSHIP TO THE APPLICANT.**

**DATE:**

Signature of Guarantor _____	Signature of Witness _____
Name of Guarantor _____	Name of Witness: _____

**DATE:**

Signature of Guarantor _____	Signature of Witness _____
Name of Guarantor _____	Name of Witness: _____

Guarantors Initials:.....  
 .....