



Fagg's Geelong Pty. Ltd.
1 - 9 Barwon Terrace, South Geelong 3220 (PO Box 360, Belmont 3216)
Phone: 5221 2899 Fax: 5222 2275 email: accounts@faggs.com.au
ABN: 13 130 782 802 ACN 130 782 802

CREDIT APPLICATION AND TRADE AGREEMENT

- Incorporating:
PART 1 - Credit Application
PART 2 - Terms and Conditions of Trade
PART 3 - Acknowledgments
PART 4 - Guarantee and Indemnity
PART 5 - National Credit Code Declaration & Privacy Act Acknowledgment and Authority

IMPORTANT

If you do not understand any Parts of this Credit Application and Trade Agreement you should speak with your lawyer and accountant.

If you sign this Credit Application and Trade Agreement and we approve your Credit Application, then you agree to be bound by the Terms and Conditions of Trade.

WHEN YOU HAVE COMPLETED YOUR CREDIT APPLICATION

Please email to accounts@faggs.com.au or post to Fagg's Mitre 10, PO Box 360, Belmont, Victoria 3216 or fax to (03) 5222 2275.

In this Credit Application and Trade Agreement:
services as detailed in Part 1; and

"You", "Yours", "Yourself" and "Applicant" refers to the Applicant applying for credit to purchase goods and
"Us", "Ours", "Ourselves" refers to Fagg's Geelong Pty Ltd ABN 13 130 782 802,

Part 1: Credit Application (Please complete all sections as applicable)

A YOUR DETAILS

Full name of applicant ("Applicant" or "You");

[ ] Sole Trader [ ] Partnership [ ] Individual(s) as Trustee (Complete sections 1A,1B,1C,3B,5A)

[ ] Public Co. [ ] Pty. Ltd. [ ] Corporation as Trustee (Complete sections 1A,1B,1C,3A,4,5A,5B)

Trading name:

ACN / ABN: /

Postal address:

Trading address:

Mobile telephone: Email address:

Business telephone: Fax No:

Home telephone: Contact person:

Date business commenced: Driver's Licence Number:

Trade/Contractor Licence Number:
(Please provide a copy of your current certificate with this Application where applicable)

**Nature of your business:**  New Home Builder (Number of homes per year.....)  Owner/Builder  
 Renovations & Extensions  Commercial Builder  Other.....

**Order Number Required?** Yes  No   
**Any other information needed?** .....

**Names of authorised account users:** 1.....2.....  
 3..... 4.....

Yes  No

**Password required?** If Yes, provide password.....(Maximum of 5 letters and/or numbers)

**DIRECTOR, PARTNER, SOLE TRADER AND TRUSTEE DETAILS**

*NOTE - Please give full details of all directors, partners, sole traders and trustees. If more than 3, attach details.*

1. **Full name:** .....  
**Home address:** .....  
 .....  
**Driver's Licence No:** ..... **Date of birth:** .....
2. **Full name:** .....  
**Home address:** .....  
 .....  
**Driver's Licence No:** ..... **Date of birth:** .....
3. **Full name:** .....  
**Home address:** .....  
 .....  
**Driver's Licence No:** ..... **Date of birth:** .....

**B. YOUR FINANCIAL DETAILS**

**Monthly credit requirements:** \$.....  
 (You may be required to provide Us with Your latest financial details to support the credit limit sought. You may also be required to provide an appropriate level of security to support the credit limit You seek.)

**TRADING PREMISES:**  Owned  Leased  
 If owned, current value of premises: \$..... If leased, rental per month: \$.....

If trading premises are "Leased", please give the following details:

**Landlord's name:** .....

**Landlord's address:** .....  
 .....

**Contact name:** .....

**Contact number:** (.....) .....

**SECURITY DETAILS:** Please give details of any security (e.g. mortgage, charge, personal guarantee) You have provided to third parties (e.g. bank):

1. **Security type:** .....  
**Provided to:** .....  
 .....
2. **Security type:** .....  
**Provided to:** .....  
 .....

**C. TRADE OR BUSINESS REFERENCES**

**Referee 1:**

**Business name:** .....  
**Contact person:** .....  
**Email:** .....  
**Fax Number:** .....  
**Phone number:** .....

**Referee 2:**

**Business name:** .....  
**Contact person:** .....  
**Email:** .....  
**Fax Number:** .....  
**Phone number:** .....

**Referee 3:**

**Business name:** .....  
**Contact person:** .....  
**Email:** .....  
**Fax Number:** .....  
**Phone number:** .....

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## Part 2: Terms and Conditions of Trade

Credit will not be provided to You until We approve Your Credit Application.

If We accept Your Credit Application, You agree that the credit facilities and supply of the Goods and provision of the Services will be subject to these Terms and Conditions of Trade.

### 1. Definitions

In the Conditions and all Parts of this Agreement, the following terms have the meaning given to them, unless the context otherwise requires:

**Agreement** means all Parts of this Credit Application and Trade Agreement, including the Conditions, Guarantee and Indemnity and any annexures;

**Applicant/You/Yourself/Yours** means the person, firm or corporation acquiring the Goods or Services as set out in section 1 of Part 1 of this Agreement (jointly and severally if there is more than one);

**Business Day** means a day, which is not a Saturday, Sunday or public holiday in Melbourne in the State of Victoria or New South Wales;

**Conditions** means these Terms and Conditions of Trade as varied, from time to time, by Us in accordance with clause 7;

**Confidential Information** means all confidential information in any form disclosed by Us to You, including:

- (a) the terms of this Agreement and its subject matter;
- (b) originals or copies of business records, forms, letters, specifications, processes, procedures, statements, formulae, financial information, business policies, sales and marketing information, discounts and special offers, reports, drawings, data, trade secrets, and know-how (**Information**); and
- (c) any other information not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement or that is in fact, or should reasonably be regarded as, confidential to Us;

but does not include any information:

- (d) disclosed to You by a third party entitled to do so, whether before or after the date of this Agreement;
- (e) that was already lawfully in Your possession when it was given to You and was not otherwise acquired from Us; and
- (f) that is required to be disclosed by You by any applicable Law;

**Credit Application** means the credit application contained in Part 1 of this Agreement;

**Goods** means all goods and any services supplied by Us to You;

**GST** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Guarantor** means the person(s) named in Part 4 of this Agreement, jointly and severally;

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth, a State, a Territory, a local council or a government agency; and
- (c) requirements and approvals of the Commonwealth, a State, Territory, local council or government agency that have the force of law;

**Ordered Goods** means the Goods or Services ordered by You as set out in the relevant Purchase Order;

**PPSA** means the *Personal Property Securities Act 2009* (Cth);

**PPSA Security Interest** has the meaning given to such term in section 12 of the PPSA;

**PPS Law** means the PPSA and any amendment made at any time to any other law as a consequence of the PPSA or any like replacement of the PPSA;

**Prescribed Rate** means the rate, which is 2 percentage points higher than the then prevailing rate pursuant to the *Penalty Interest Rates Act 1983* (Vic);

**Purchase Order** means an order for the Goods or Services in accordance with clause 8;

**Related Entities** has the meaning given by the *Corporations Act 2001* (Cth);

**Services** means services supplied by Us to You; and

**Us/Ourself/Ours** means the entity described on the first page of this Agreement and its successors in title and assigns and any Related Entities where appropriate.

### 2. Agreement

Subject to Our approval of the Credit Application, We agree to sell to You, and You agree to buy, the Goods and Services subject to the Conditions.

### 3. No obligation to sell

Nothing in this Agreement requires Us to sell any Goods or provide any Services to You

at any time including when:

- (a) You have not paid for the Goods or Services previously supplied for which payment is then due; or
- (b) there has been a breach of this Agreement by You that has not been remedied.

### 4. Term

This Agreement commences on the date We accept Your completed Credit Application (which We will advise in writing) and continues until it is terminated in accordance with the Conditions.

### 5. Application of Conditions

- (a) The Conditions apply exclusively to every Purchase Order and cannot be varied or supplemented by You without Our prior written consent.
- (b) Any written quotation provided by Us to You concerning the proposed supply of Goods or Services is valid for 30 days and is an invitation only to You to place an order based upon that quotation. You acknowledge and agree that Our quotation may include additional terms, which form part of the Conditions.

### 6. Credit

- (a) We may provide credit to You if You have complied with Our credit and security requirements and We have notified You in writing of the credit limit. The decision to offer You credit is at Our sole and absolute discretion.
- (b) We may at any time vary the credit limit or Our credit and security requirements. You must comply with the varied requirements within 1 month, failing which any credit facilities provided to You pursuant to this Agreement will cease and all monies due by You as at that date will immediately become due and payable.
- (c) Notwithstanding clause 6(b), We may withdraw the provision of credit to You at any time in Our sole and absolute discretion.
- (d) Our terms are strictly net 30 days. Settlement is due on the last business day of the month following the month of purchase / delivery of goods.

### 7. Variation of Conditions by Us

We may at any time reasonably amend the Conditions by written notice to You effective immediately and such amended Conditions will apply in respect of every Purchase Order taking place following written notification of such amendment by Us to You. If You do not agree with the amended Conditions you may terminate this Agreement with 14 days notice and must pay all outstanding money owed to Us by the close of business on the 14th day.

### 8. Purchase Order

#### 8.1 Purchase Order

You must order the Goods or Services by completing a Purchase Order and forwarding it to Us in accordance with the procedure prescribed by Us, from time to time.

#### 8.2 Form of Purchase Order

A Purchase Order must be in writing and in a format (if any) prescribed by Us, from time to time and should specify:

- (a) the date the Purchase Order is placed;
- (b) the Goods or Services required, described in the manner in which the relevant Goods or Services have been identified to You by Us, or in any other manner that allows Us to adequately identify the Goods or Services;
- (c) the required quantity of the Goods or Services;
- (d) the desired date for delivery;
- (e) the location to which the Goods or Services are to be delivered or performed; and
- (f) any other relevant instructions or information.

#### 8.3 Acceptance by Us

Any Purchase Order placed by You is an offer. A Purchase Order will not be accepted until We communicate acceptance to You in writing or by electronic means or We have provided the Goods or performed the Services.

#### 8.4 Change in model of Good

Where the particular model of a Good is no longer available and has been replaced by a new model, We may substitute the new model. You may elect not to accept the new model but will meet any costs We incur in returning it to the supplier.

#### 8.5 Cancellation or deferral of Purchase Order

Once placed, a Purchase Order cannot be cancelled or delivery deferred without Our prior written agreement and then only on terms that will fully indemnify Us against any loss, damage, cost or liability suffered as a result of that cancellation or deferral.

#### 8.6 Inconsistency and variation

- (a) If there is any inconsistency between the terms set out in a Purchase Order and the Conditions, the Conditions prevail.
- (b) No Purchase Order, delivery docket, invoice or other document issued by or on Your behalf regarding the Conditions or a Purchase Order will vary them (written quotations provided by Us or notification of amendment of Conditions pursuant to clause 7 excepted).

## 9. Delivery and packaging

### 9.1 Delivery date

Any period or date for delivery of Ordered Goods stated by Us is intended as an estimate only and is not a contractual commitment. We will use Our reasonable endeavours to meet any estimated dates for delivery or completion of the Ordered Goods.

### 9.2 Delivery

- (a) We will either deliver the Ordered Goods at the delivery location specified in the relevant Purchase Order or make the Ordered Goods available for collection by You.
- (b) You must check delivery times on placement of a Purchase Order. Delivery times stated by Us are estimates only based on present commitments, availability of materials, labour, transport and other contingencies.
- (c) You must provide at your expense all necessary facilities, labour and equipment to unload the Ordered Goods at the delivery location, unless otherwise agreed to by Us.
- (d) You must accept delivery of the Ordered Goods at any time during the usual business hours of:
  - (i) Your business, where the delivery location is Your trading address; or
  - (ii) Our business, where the delivery location is Our store.
- (e) If delivery of the Ordered Goods is deferred:
  - (i) at Your request; or
  - (ii) because You are unable to accept delivery for any reason, when We are ready to deliver the Ordered Goods, You must pay any extra charges, losses or expenses incurred by Us as a result of such deferral.

### 9.3 Costs and packaging

- (a) You are liable for all costs associated with packaging and delivery of the Ordered Goods under this Agreement.
- (b) Unless otherwise agreed by Us, You must promptly return all packaging and packing materials for the Ordered Goods.

### 9.4 Delivery docket and confirmation

If requested, Your duly authorised representative must sign Our copy of a delivery docket as confirmation that the Ordered Goods specified in it have been delivered in good order and condition.

## 10. Change to Goods or Services

We may do any of the following after providing notice to You:

- (a) add to or delete the Goods We supply; and
- (b) change the specifications or design of any Goods and in that event, We are not obliged to make any change to any of the Goods held in stock by You or previously supplied to You.

## 11. Cancellation

- (a) If, through circumstances beyond Our control, We are unable to effect delivery or provision of the Ordered Goods, then We may cancel the relevant Purchase Order (even if it has already been accepted).
- (b) No purported cancellation or suspension of a Purchase Order or any part thereof by You is binding on Us after that Purchase Order has been accepted by Us.

## 12. Pricing

- (a) Prices for the supply of the Goods and Services exclude:
  - (i) sales tax, GST, and any other taxes, duties or imposts imposed on or in relation to the Goods or Services unless stated otherwise; and
  - (ii) the cost of freight, insurance and other charges arising from the point of despatch of the Goods to the point of delivery;
- (b) Where there is any change in the costs incurred by Us in relation to the Goods or Services, We may vary Our price for Goods or Services on order to account for any such change.

## 13. Invoicing and payment terms

### 13.1 Invoicing

On or after delivery of the Ordered Goods, We will provide a Tax Invoice (as that term is defined in the GST Act) to You for the Ordered Goods.

### 13.2 Payment terms

You must pay all Tax Invoices raised by Us for:

- (a) all Goods and Services purchased from Us;
- (b) all amounts incurred or levied on Us in relation to the supply and delivery of the Goods or Services; and
- (c) all other amounts to be paid under this Agreement, no later than 30 days after the end of the month of the date of the Tax Invoice.

### 13.3 Disputes

If You, in good faith, dispute whether the whole or part of a Tax Invoice submitted by Us is payable or if you have a claim for short delivery of stock or defect or warranty claim:

- (a) You must pay the full amount in the Tax Invoice by the due date for payment;
- (b) You must give written notice to Us within 2 Business Days after receiving full delivery of the Goods of the amount You dispute and reasons for the dispute or provide evidence of short delivery or return the defective Good; and
- (c) You must comply with Your obligations under this Agreement until the dispute is resolved.

## 14. Default and Termination

### 14.1 Remedy for Default

If you breach any obligation under this Agreement which remains unremedied after 5 Business Days notice, We may, without further notice to You and without limitation to any other remedies available to Us:

- (a) charge You interest on any sum due at 16% per annum from the due date until the date of payment in full;
- (b) charge You for all expenses and costs (including legal costs on an indemnity basis) incurred by Us resulting from the default and in taking whatever action We deem appropriate to recover any sum due;
- (c) cease or suspend for such period as We think fit, the supply of any further goods or services to You;
- (d) by notice in writing to You, terminate any contract with You so far as unperformed by Us or terminate this Agreement immediately.

### 14.2 Either Party May Terminate

Either You or We may terminate this Agreement by providing 30 days written notice of termination. You must pay all outstanding amounts due to Us on or before the thirtieth day (**Termination Date**). Any orders placed which have not been delivered by the Termination Date will be cancelled unless otherwise agreed between us.

## 15. Costs

On Our request, You must pay all costs, charges and expenses including legal costs (on a full indemnity basis), including all duty payable:

- (a) in connection with the preparation and execution of any security given in Our favour pursuant to this Agreement or any variation, enforcement or release of this Agreement or such security; and
- (b) in or in connection with any breach or default in the observance or performance by You or any Guarantor of any of the covenants obligations and conditions of this Agreement or of any security given in support of this Agreement in Our favour.

## 16. Risk and title to Goods

### 16.1 Title in respect of Goods

You and Ourselves agree that, in respect of a purchase:

- (a) title in the Goods will not pass to You until You have made payment in full of all monies owing to Us in relation to all ordered Goods; and
- (b) until title in the Goods has passed to You, You must:
  - (i) hold the Goods as bailee for Us, in respect of which each party acknowledges a fiduciary relationship exists between them;
  - (ii) store the Goods separately to enable them to be readily identified as Our property and cross-referenced to a particular Tax Invoice;
  - (iii) authorise Us to enter the premises where the Goods are stored to inspect the Goods or retake possession of the Goods at any time and provide to Us, when required, the consent of any party whose consent is required for that entry;
  - (iv) not supply or sell the Goods to any person other than in the ordinary and usual course of Your business;
  - (v) not allow any person to have or acquire any security interest in the Goods;
  - (vi) keep the Goods insured against theft, damage and destruction; and
  - (vii) if You sell or otherwise dispose of Goods hold that payment on trust for Us and promptly transfer to Us such part of the proceeds of sale equal to the amount owing to Us in relation to the Goods.

### 16.2 Risk and Insurance

- (a) You may elect to take delivery of and insure Ordered Goods by Your carrier and insurer of choice in which case You must pay direct all freight and insurance costs to Your respective carrier and insurer of choice.
- (b) The risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods will pass to You

immediately upon delivery of the Goods to the premises nominated by You or upon collection by You.

#### 17. Promotions and marks

You must not use any "Fagg's Mitre 10" or "Mitre10" or "True Value Hardware" names, marks, private labels or logos or marks owned or licensed by Us, Mitre 10 Australia Pty Ltd, Mitre 10 Pty Ltd or their related entities or other identification, which may suggest that You have an affiliation with or approval by Mitre 10 or True Value Hardware stores.

#### 18. Liability

- (a) Our liability under this Agreement, howsoever arising under or in connection with the description, quality, condition, performance, assembly, manufacture, design, merchantability or fitness for purpose of the Goods or Services or alternatively the sale, use of, storage or any other dealings with the Goods or Service by You or any third party, is:
  - (i) in the case of Goods subject to Australian Consumer Law where the fault is minor, providing a repair or offering a replacement or credit for the Goods as We deem appropriate; or
  - (ii) in the case of Goods subject to Australian Consumer Law where the fault is major, a refund, replacement or provision of compensation for a drop in value of the Goods as you elect; or
  - (iii) in the case of Goods not subject to Australian Consumer Law, repair or replacement or credit for the Goods as We deem appropriate.
- (b) We will not be liable for any loss or damage suffered by You where We have failed to meet any delivery date or cancel or suspend the supply of Goods or Services.
- (c) Nothing in this Agreement is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any Law applicable to the sale of goods or supply of services, which cannot be excluded, restricted or modified.

#### 19. Confidentiality

- (a) You acknowledge that the Confidential Information is commercially sensitive and valuable to Us and undertake to deal with the Confidential Information in accordance with this Agreement.
- (b) You must:
  - (i) subject to clause 19(c), keep the Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without Our prior written approval; and
  - (ii) take all reasonable steps to secure and keep secure all Confidential Information coming into Your possession or control.
- (c) You may disclose Confidential Information to any of Your employees, officers, professional advisers or other consultants (each a **Recipient**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, if requested by Us, You ensure each Recipient signs an undertaking or deed to be bound by the obligations of confidentiality contained in this Agreement.
- (d) You agree that the obligations of confidentiality in this clause 19 survive for 3 years after termination or expiry of this Agreement.
- (e) You acknowledge and agree that:
  - (i) monetary damages may be an insufficient remedy for Us if You breach the obligations in clause 19; and
  - (ii) in addition to any other remedy, which may be available under any Law, We are entitled to seek specific performance or injunctive relief to prevent any actual or threatened breach of clause 19.

#### 20. Security

If We so request, You must provide Us security for payment of any present or future amounts outstanding, in the form and to the value nominated by Us from time to time.

#### 21. Trustee provisions

The following provisions will apply where You have entered into and executed this Agreement on Your own behalf and as Trustee of a Trust (as specified in section 3 of Part 1 of this Agreement) and for and on behalf of Your successors as such Trustee, from time to time:

- (a) all assets both present and future of the Trust whether by reason of original settlement, any accretion or any purchase, gift, or other transfer or acquisition however occurring will be available to satisfy the liabilities of the Trustee provided that nothing in this clause releases the Trustee from any liability in Your personal capacity and the Trustee warrants as follows:
  - (i) that at the date of this Agreement all the powers and discretions conferred by the Trust deed are capable of being validly exercised by the Trustee and that they have not been varied or revoked and that the Trust is a valid and subsisting trust; and
  - (ii) that the Trustee is the sole Trustee of the Trust and has full and unfettered power pursuant to the terms of the Trust deed to enter into this Agreement on behalf of the Trust. Furthermore, this Agreement is being executed and entered into as part of the due and proper administration of the Trust and for the benefit of the beneficiaries or unit holders (as this case may be) of the Trust; and

- (b) until the whole of any amount payable to Us has been paid the Trustee will not permit (in so far as it is able to) any of the following:

- (i) any resettlement, appointment or distribution of capital of the Trust, or
- (ii) any retirement or replacement of trustees or any appointments of new trustees of the Trust; or
- (iii) any amendment of the deed establishing the Trust.

If any of the above occurs, the Trustee must inform Us immediately. Failure to inform Us will be deemed an event of default for the purposes of clause 14 above.

#### 22. Miscellaneous

- (a) The law of the State of Victoria, from time to time, governs this Agreement and the parties agree to the non-exclusive jurisdiction of the courts of that State, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- (b) We may exercise Our rights at any time and do not waive those even if We previously waived a breach or default of all or part of the same or other provision; or delayed or omitted to exercise Our rights.
- (c) You cannot assign or otherwise transfer the benefit of this Agreement without Our prior written consent. We can assign Our rights under this Agreement upon giving written notice to You.
- (d) A term or condition of, or act done in connection with, this Agreement does not operate as a merger of any of Our rights or remedies under this Agreement and those right and remedies continue unchanged.
- (e) Nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.
- (f) A notice may be given and is deemed given when:
  - (i) if hand delivered, when delivered;
  - (ii) if sent by prepaid mail, 48 hours after posting; or
  - (iii) if sent by facsimile communication, when the facsimile machine confirms transmission.
- (g) Any provision of this Agreement, which is invalid in any jurisdiction must, in relation to that jurisdiction, be read down to the minimum extent necessary to achieve its validity, if applicable; and be severed from this Agreement in any other case, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

#### 23. PPS Law

- (a) If, in Our opinion:
    - (i) any:
      - (A) Transaction Document contains; or
      - (B) any of the Transactions contemplated by a Transaction Document is,a PPSA Security Interest for the purposes of the PPSA; or
  - (ii) the PPS Law does or could affect Our rights or obligations under or in connection with the Transaction Documents or any of the Transactions,
- We may do any of the things contemplated in clause 26(b).
- (b) If clause 26(a) applies, We may, at Our discretion, do any one or more of the following:
  - (i) register, or give any notification in connection with, any relevant PPSA Security Interest;
  - (ii) exercise rights in connection with the PPSA Security Interest; or
  - (iii) give notice to You requiring You to do anything (including amending any Transaction Document or executing any new document or agreement) that:
    - (A) We require to:
      - (1) ensure that any PPSA Security Interest is enforceable, perfected and otherwise effective;
      - (2) register, or give any notification in connection with, any PPSA Security Interest in order to confer the priority We require; or
      - (3) exercise rights in connection with the PPSA Security Interest; or
    - (B) We consider necessary to ensure that Our rights and obligations are not adversely affected, or that Our position is improved.

- (c) You must comply with any notice received pursuant to this clause 26 within the time stipulated in the notice.
- (d) You agree to pay or reimburse Our costs in connection with anything You are required to do under this clause 26.
- (e) We need not give any notice under the PPSA (including notice of a Verification Statement) unless required by the PPSA and if the notice cannot be excluded.
- (f) You must not register a PPSA Security Interest against Us without Our prior written consent.
- (g) Unless defined in clause 1 of this Agreement, terms used in this clause 26 have the meaning given to them in the PPSA.

**Part 3: Acknowledgement**

By signing this Credit Application and Trade Agreement, You warrant that the warranties and acknowledgements contained in this Part 3 are accurate, true and correct and that You are bound by them.

You (the Applicant) understand that We will rely on the accuracy and correctness of the information given in the Credit Application; accordingly, You and each Guarantor warrant and acknowledge (as the case may be) that:

- (a) all particulars in the Credit Application, or given separately are accurate, true and correct;
- (b) neither You nor any of Your subsidiaries is in default under a Law, instrument, undertaking or obligation affecting You, them or Your or their respective assets;
- (c) within the last 3 years neither You nor, in the case of a company, any of Your directors or managers have been the subject of bankruptcy proceedings; or have been associated as a managed, director or partner of a business which has failed or was the subject of a scheme of arrangement, receivership, voluntary administration, liquidation or to which an administrator or controller had been appointed.
- (d) there is no pending or threatened action or proceedings affecting You or any of Your subsidiaries or any of Your or their respective assets before a court, government agency, commission or arbitrator;
- (e) neither the lodgement of the Credit Application nor its execution by You in any way obligates Us to grant an account to You;
- (f) You and the Guarantor have been provided with the Terms and Conditions of Trade and have both read and understood them;
- (g) You and the Guarantor are advised to seek legal and financial advice prior to signing the Credit Application and Guarantee;
- (h) the Terms and Conditions of Trade apply to Our provision of Goods and Services to You;
- (i) You and the Guarantor have consented to the collection of information by Us as detailed in Part 5;
- (j) the above representations and warranties are correct at the time of making the Credit Application and will remain correct during the Agreement term; and
- (k) All account communication including monthly statements/ copies of invoices will be provided by email.

**SIGNING**

Executed as an agreement on ..... (Insert date)

**3A** .Applicant to sign here if - a **Company** (including a Corporate Trustee)

<b>Executed by:</b>	
..... <b>in accordance with section 127(1) of the <i>Corporations Act</i>2001 (Cth):</b>	
(Insert Company name)	
..... Signature of Director	..... Signature of Director or Company Secretary* (* delete whichever does not apply)
..... Name (please print)	..... Name (please print)
<b>OR</b>	
<b>If Sole Director and Sole Secretary:</b>	
..... Name (please print)	..... Signature of Sole Director and Sole Company Secretary

**3B** Applicant to sign here if - a **Sole Trader, Partnership or Individual(s) as Trustee(s)**.  
 For Partnerships, all partners must sign. If more than 4 signatories copy this page and attach.

<b>Signatory 1:</b>	..... Name (please print)	..... Signature
<b>Signatory 2:</b>	..... Name (please print)	..... Signature
<b>Signatory 3:</b>	..... Name (please print)	..... Signature
<b>Signatory 4:</b>	..... Name (please print)	..... Signature

<b>For Office Use Only</b>				
Approved by:		Date:	Approved:	Date:
Credit Limit:				
Account Number:		Account Name:		



## Part 4: Guarantee and Indemnity

If We accept Your Credit Application, the Guarantors (who sign this Part 4) agree to personally guarantee to Us the due and punctual payment of all monies presently owing or any monies that may be owing in the future by You in respect of the costs of the Goods and Services supplied by Us to You and any other sums payable by You to Us pursuant to the Terms and Conditions of Trade in Part 2.

### IMPORTANT NOTE FOR GUARANTORS

This is an important document. If you sign it, you agree to be bound by the terms set out in it and (amongst other things) you agree to be responsible for the due and punctual payment of the Secured Money.

Before signing this Guarantee and Indemnity, we recommend you:

- read it carefully;
- obtain legal advice;
- obtain independent financial advice; and
- make your own inquiry about the credit worthiness, financial position and honesty of the Applicant.

#### Background

- A. We will supply the Goods and Services and may in Our discretion advance the Credit Facility.
- B. In consideration of Us supplying the Goods and Services and advancing the Credit Facility, at the request of the Applicant and the Guarantors, the Guarantors wish to execute this Guarantee to guarantee the Guaranteed Money.

#### Operative Provisions

##### 1 Definitions

In this Guarantee and in the background, terms have the same meaning as given to them in the Terms and Conditions of Trade unless defined as follows:

**Credit Facility** means the credit We may provide to the Applicant at Our sole discretion, from time to time, in accordance with the Terms and Conditions of Trade;

**Guarantee** means this Deed of Guarantee and Indemnity;

**Guaranteed Money** means all monies presently owing or any money that may be owing in the future by the Applicant, in respect of the costs of Goods or Services and any other sums payable by the Applicant to Us pursuant to the Terms and Conditions of Trade;

**Guarantor** means the persons set out on the execution page of this Guarantee (including their respective executors, administrators and successors), and where 2 or more persons are named as the Guarantor, means each Guarantor separately and collectively;

Part means a part of the Agreement;

Terms and Conditions of Trade means the Terms and Conditions of Trade set out in Part 2; and

##### 2 Guarantee

The Guarantor unconditionally and irrevocably guarantees as a continuing security to Us payment by the Applicant of the Guaranteed Money.

##### 3 Demand for payment

The Guarantor must pay to Us, upon Our demand at any present or future time, the amount of the Guaranteed Money due from and payable by the Applicant to Us at that time under, and in the manner specified in the Terms and Conditions of Trade.

##### 4 Costs

The Guarantor must at any present or future time indemnify Us upon demand for any cost, charge, expense, disbursement, fee, tax or stamp or other duty incurred by Us at any time in connection with the Terms and Conditions of Trade, this Guarantee or the Guaranteed Money relating to:

- (a) preparation, negotiation, execution or performance, or any termination, amendment, consent, claim, demand or waiver;
- (b) any exercise or enforcement of any right or power conferred on Us;
- (c) any extension of further, additional or increased credit or financial accommodation by Us, or agreement by Us to increase the amount secured; or
- (d) the receipt or payment of any moneys, including moneys paid by Us by way of reimbursement to any third party.

##### 5 Set-off

The Guarantor must make any payment required under this Guarantee without set-off, counterclaim, cross-claim, deduction or withholding, except for the deduction or withholding of any tax compelled by Law. We may set-off against all monies held by Us on the Applicant's or Guarantor's behalf any and all monies outstanding under this Guarantee or any Agreement between the Applicant and Ourselves owing to Us.

##### 6 Indemnity

As a separate severable and additional covenant and obligation, the Guarantor indemnifies and keeps indemnified Us from and against all losses, costs, charges and expenses whatsoever that We may suffer or incur in relation to the supply of Goods or Services to the Applicant and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Guarantee when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.

#### 7 Covenants and acknowledgements

The Guarantor covenants and acknowledges (as the case may be) that:

- (a) this Guarantee is a continuing guarantee and indemnity and will not be discharged in any way or be considered or deemed to be discharged in any way by any payment to Us other than the payment to, and acceptance by, Us of the whole of the Guaranteed Money;
- (b) notwithstanding that as between the Guarantor and the Applicant the position of the Guarantor is that of surety only; as between the Guarantor and Us, the Guarantor is liable as a principal and as a primary debtor for the payment of the Guaranteed Money;
- (c) having given its consent to Us to obtain from a credit reporting agency or consumer credit report containing information about it for Our purpose of assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Applicant;
- (d) it will not compete with Us for any dividend or distribution in the event of the Applicant being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme or arrangement or assignment or composition in respect of its affairs or its assets and liabilities;
- (e) this Guarantee is valid and enforceable against the Guarantor and the liability of the Guarantor continues and may be enforced by Us notwithstanding:
  - (i) that no steps or proceedings have been taken against the Applicant;
  - (ii) any indulgence or extension of time granted by Us to the Applicant;
  - (iii) the death or bankruptcy or winding up of the Applicant;
  - (iv) that payment of the Guaranteed Money by the Applicant cannot be legally enforced against the Applicant;
  - (v) the granting to any person by Us of any waiver;
  - (vi) any agreement, deed or document created with, or action or omission performed, representation made or non-disclosure of any fact or information by Us or any person;
  - (vii) any increase or variation in the amount of the Guaranteed Money occurring for any reason;
  - (viii) any amendment to or transfer, release or termination of any agreement, deed or document or any right, power or liability of any person under any agreement, whether for or without consideration;
  - (ix) any exercise or enforcement, or any failure or invalidity in, the exercise or enforcement by Us of any right or power conferred on Us under any agreement, deed or document or by Law, including the Agreement;
  - (x) any actual or potential invalidity, unenforceability, illegality or irrecoverability of any agreement, deed or document or consent or any payment made or due to Us under any agreement for any reason, including the Agreement;
  - (xi) any incapacity or absence of power or authorisation of, or other fact relating to, any person in connection with the execution of any agreement, deed or document or otherwise, including any change in the constitution or membership of any person;
  - (xii) any change in the constitution of the partnership or firm of which the Applicant is, or becomes, a member or, in any person at any time constituting or trading under the name of that partnership or firm, whether by reason of death or otherwise; or
  - (xiii) any other breach, default, waiver of fact, which except for this provision, might legally operate:
    - (A) to release or discharge or have any prejudicial effect on; or
    - (B) in any manner to release or discharge the Guarantor from performance of, or limit or provide a defence to any legal action to enforce,

this Guarantee, or any liability of the Guarantor under or in connection with this Guarantee.

**8 Continuing security**

- (a) This Guarantee is a continuing security and will not be wholly or partially discharged by the payment at any time of any Guaranteed Money, settlement of account or other fact and applies to the balance of the Guaranteed Money at any time until a final release of this Guarantee is given by Us to the Guarantor.
- (b) The Guarantor is not entitled to final release of this Guarantee so long there is any actual or contingent liability of the Applicant or Guarantor (separately or collectively) to Us, or Ourselves for or on behalf of or in relation to the Applicant or Guarantor (separately or collectively), comprising part of the Guaranteed Money, whether or not in any case any contingent liability in existence at any time is at that time presently capable of being ascertained.

**9 Further assurance**

The Guarantor must upon Our request at any time execute any document and perform any action necessary to give full effect to this Guarantee, whether prior or subsequent to performance of this Guarantee.

**10 Waiver**

Any failure or delay by Us to exercise any right or power under this Guarantee does not operate as a waiver and the single or partial exercise of any right or power by Us does not preclude any other or future exercise of that or any other right or power by Us.

**11 Remedies**

Our rights under this Guarantee are cumulative and not exclusive of any rights provided by Law.

**12 Assignment**

We may at any time transfer Our rights under this Guarantee and any other security agreement.

**13 Governing law**

This Guarantee is governed by and construed under the Law in the State of Victoria.

Executed as a deed on .....20.....

**All Guarantors and witnesses must sign – if more than 4 attach details**

<b>Guarantor 1:</b>	Signed sealed and delivered by ) ) ) ) ..... ) (Print Guarantor name) (Guarantor signature)	
	In the presence of: ..... (Print witness name) (Witness signature)	
<b>Guarantor 2:</b>	Signed sealed and delivered by ) ) ) ) ..... ) (Print Guarantor name) (Guarantor signature)	
	In the presence of: ..... (Print witness name) (Witness signature)	
<b>Guarantor 3:</b>	Signed sealed and delivered by ) ) ) ) ..... ) (Print Guarantor name) (Guarantor signature)	
	In the presence of: ..... (Print witness name) (Witness signature)	
<b>Guarantor 4:</b>	Signed sealed and delivered by ) ) ) ) ..... ) (Print Guarantor name) (Guarantor signature)	
	In the presence of: ..... (Print witness name) (Witness signature)	

**Part 5: National Credit Code Declaration & Privacy Act Acknowledgment and Authority****NATIONAL CREDIT CODE: DECLARATION OF PURPOSES FOR WHICH CREDIT PROVIDED**

The Applicant declares that the credit to be provided to it by the credit provider is to be applied wholly or predominantly for:

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

**IMPORTANT**

You should **only** sign this declaration if this credit/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.

**5(A) Signed for the Applicant by:**

_____	_____
Print Name	Signature
_____	_____
Title/Position	Date of declaration

**ACKNOWLEDGEMENT AND AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)****CREDIT APPLICANT**

You understand that the Applicant has applied to Fagg's Mitre 10 (**Us/We/Ourselves**) for a Trading Account in relation to the supply of goods and services by Us from time to time.

You further acknowledge and understand that as directors/partners/principal/ or guarantor of the Applicant (as applicable), We may seek credit reporting information from a credit reporting body and credit information and credit eligibility information from other credit providers concerning your personal credit dealings.

We maintain a credit reporting data management policy about the collection, management and disclosure of credit information and credit eligibility information held by Us. This policy also addresses a number of matters required under the Credit Reporting Data Management Policy. A copy of this policy is available from Our web site and is attached to this Application.

**Acknowledgment and Authority that Credit Information may be given to a Credit Reporting Body**

You understand that Section 21D of the Privacy Act permits Us to disclose to a credit reporting body certain credit information concerning Your association with the Applicant's credit application. You understand that the information which may be given to a credit reporting body includes:

- Identifying details of Yourself/Yourselfs.
- The type and amount of credit sought in an application to Us (or that You have offered to act as guarantor(s) in respect of the Trading Account arrangement).
- Payments of \$150 or more which become more than 60 days overdue.
- Advice that payments are no longer overdue.
- That in the opinion of Us You have committed a serious credit infringement in relation to consumer credit provided to You.
- That the credit provided to You by Us has been discharged.
- Any court judgment that relates to any credit that has been provided to, or applied for by, You.
- Any personal insolvency information about You (as defined in the Privacy Act 1988 (Cth)).
- Publicly available information about You that relates to Your activities in Australia and Your credit worthiness.

We are likely to disclose personal information about You to the following credit reporting bodies.

**Veda**

Veda-Public Access

Website: [www.mycreditfile.com.au](http://www.mycreditfile.com.au)

NB Veda is the primary Credit Reporting Body used by Us

**Dunn & Bradstreet**

**D&B Public Access Centre:**

Email [PACaustral@dnb.com.au](mailto:PACaustral@dnb.com.au) or call: 1300 734 806

Website: <https://www.checkyourcredit.com.au>

You acknowledge You can find the full list of the kinds of credit information, and the purpose for which We collect and hold credit relating personal information, in the Mitre 10 Credit Reporting Data Management Policy available from Our web site and attached to this Application.

**Authority for Us to obtain and disclose Credit Information**

You authorise Us to:

- Obtain from a credit reporting body credit reporting information about You.
- Obtain information about Your commercial activities or commercial credit worthiness from a business which provides information about commercial creditworthiness.
- Use or disclose such information for the purpose of assessing Your application for commercial credit or collecting payments that are overdue in relation to the credit the subject of Your application.

**Authority to Exchange Information with Other Credit Providers**

You authorise Us to seek and obtain from credit providers credit eligibility information about You for the purposes of assessing Your application for credit, assisting in collecting payments that are overdue in relation to Your credit, notifying other credit providers of a default by You, exchanging information with other credit providers as to the status of the Applicant’s loan where You are in default with other credit providers and assessing Your credit worthiness. You understand this information can include any information about Your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give to or receive from each other under the Privacy Act.

**Banker’s Opinions**

You authorise Us to seek and obtain a banker’s opinion for purposes connected with Your business, trade or profession.

**Authority for Trade Insurers**

You authorise a trade insurer in relation to an application by the Applicant for commercial credit to obtain credit reporting information about You for the purposes of assessing whether to insure or the risk of insuring Us or assessing the risk of default by the Applicant and/or You in Your capacity as guarantors on the Credit Application.

**Use of Information**

You understand the information obtained by Us may be used for any of the purposes referred to in this authority and to notify Our successor and assigns, Our financiers and/or any assignees or any lender to an assignee of Our interests in any Amount(s) Payable arising under the Terms and Conditions of Trade between the Applicant and Us from time to time.

**Disclosure to Guarantor**

You authorise Us to disclose credit eligibility information about You to:

- a guarantor, to keep the guarantor informed about the guarantee; and
- to someone You have indicated is a prospective guarantor, for the purpose of that person considering whether to offer to act as guarantor in relation to the commercial credit applied for by You.

You understand that the information disclosed can include any credit eligibility information that credit providers are allowed to disclose under the Privacy Act.

**PRIVACY ACT 1988 (CTH) – SECTION 20F(1) Item 3 - ACKNOWLEDGEMENT AND AUTHORITY BY GUARANTOR(S)**

All Guarantors agree that We may seek from a credit reporting body credit reporting information about Them to assess whether to accept Them as a guarantor for credit applied for, or provided to, the Applicant. All Guarantors agree that this Agreement commences from the date of this Agreement and continues until the credit the subject of the Applicant’s application is fully discharged.

All Guarantors also agree that We may give to and receive from another credit provider credit eligibility information about the Guarantors’ consumer or commercial credit worthiness for the purpose of assessing a commercial credit application made by the Applicant to the other credit provider, or collecting any payment under a commercial credit arrangement that is overdue to a credit provider by the Applicant.

All Guarantors agree that if the Applicant’s credit application is approved, then this Acknowledgment and Authority remains in force until the credit provided to the Applicant(s) and the subject of the application has been fully discharged.

**5B AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)**

All Guarantors have read and understand this Acknowledgement and Authority, and duly authorise Us to perform the actions described herein.

Guarantor’s Name	Address	Signature	Date

### **Credit Reporting Data Management Policy**

Faggs Geelong Pty Ltd (Faggs Mitre 10) ACN 130782802 (collectively, "Faggs Mitre 10", "we", "our" or "us") is committed to the protection of personal privacy within the scope of applicable law. This Credit Reporting Data Management (CRDM) Policy covers Faggs Mitre 10's collection, management and disclosure of credit information and credit eligibility information held by it and should be read in conjunction with our Privacy Policy. This CRDM Policy also addresses a number of matters required under the Credit Reporting Code of Conduct (CR Code).

Faggs Mitre 10 may update this CRDM Policy from time to time. The most current version will be located on our web site and is also available by contacting our Credit Manager at the address detailed below.

### **Types of Credit Information that Faggs Mitre 10 collects and holds**

The Privacy Act 1988 (Cth) (Privacy Act) permits Faggs Mitre 10 to collect and hold certain types of credit information and credit eligibility information. This information includes:

- Identifying details such as your name, birth date, driver's licence number, address(es), telephone number(s) and other contact details.
- The type of credit offered and the terms of such credit (including when it was entered into, repayment, maximum amount of credit available and when it ceases).
- Any applicable repayment history.
- The type and amount of credit sought in an application to Faggs Mitre 10 (or that you have offered to act as guarantor(s) in respect of the Trading Account arrangement).
- Payments of \$150 or more which become more than 60 days overdue.
- Advice that payments are no longer overdue.
- Whether credit terms or conditions have been varied, or new credit provided.
- Personal information (other than sensitive information) that has a credit-worthiness bearing and that we have used or may use in establishing credit eligibility.
- That in the opinion of Faggs Mitre 10 you have committed a serious credit infringement in relation to consumer credit provided to you.
- That the credit provided to you by Faggs Mitre 10 has been discharged.
- Any court judgment that relates to any credit that has been provided to, or applied for by, you.
- Any personal insolvency information about you (as defined in the Privacy Act).
- Publicly available information about you that relates to your activities in Australia and your credit worthiness.

The Privacy Act uses a variety of terms to refer to such information, however in this CRDM Policy we refer to it collectively as **Credit Information**.

### **Why Faggs Mitre 10 collects, holds, uses and discloses your Credit Information**

Faggs Mitre 10 may collect, hold, use and disclose your Credit Information to:

- Assess an application for credit (by you, an entity associated by you, or as a guarantor).
- Verify your identity.
- Derive scores, ratings, summaries and evaluations relating to your credit worthiness.
- Manage credit we may provide (including in relation to specific offers).
- Participate in the credit reporting system and provide information to credit reporting bodies as permitted by Part IIIA of the Privacy Act and the CR Code.
- Assist you to avoid defaulting on your credit-related obligations.
- A guarantor or someone you have indicated is a prospective guarantor.
- Collect overdue payments, undertake enforcement activities and deal with serious credit infringements (including in relation to guarantors).
- Exchanging information with credit providers (as that term is defined in the Privacy Act) which is permitted under the Privacy Act, including default information.
- Conduct fraud assessments.
- Manage our relationship with you and our internal processes and procedures.
- Assess whether to insure, or assess a risk of default, including in relation to trade insurers.
- Deal with complaints.
- Meet legal and regulatory requirements.

(Some Credit Information may be used or disclosed under the Privacy Act for some of these purposes, or in specific circumstances only).

### **How Faggs Mitre 10 obtains Credit Information**

Faggs Mitre 10 obtains:

- credit reporting information about you from Veda and Dun & Bradstreet (our Credit Reporting Bodies).
- information about your commercial creditworthiness from businesses which provides information about commercial creditworthiness.
- Identifying details such as your name, birth date, driver's licence number, address(es), telephone number(s) from information that you provide to us (including your completed Application for Trading Account) or that is provided by third parties acting on your behalf.

### **Use of Banker's Opinions**

Faggs Mitre 10 may seek and obtain a banker's opinion for credit related purposes connected with your business, trade or profession where permitted under the Privacy Act.

### **Use of Trade Insurers**

In relation to an application by your business for commercial credit, Faggs Mitre 10 may ask a trade insurer to obtain credit reporting information about you for the purposes of assessing whether to insure or the risk of insuring Faggs Mitre 10 or assessing the risk of default by your business and/or you in your capacity as Guarantor on the commercial Credit Application.

### **Other Uses of Credit Information**

Credit Information obtained by Faggs Mitre 10 may be used for credit related purposes and to notify Faggs Mitre 10's successor and assigns, financiers and/or any assignees or any lender to an assignee of Faggs Mitre 10's interests in any amount(s) payable arising under the Trading Terms between you or your business and Faggs Mitre 10 from time to time.

### **How Faggs Mitre 10 stores and protects personal information**

Faggs Mitre 10 stores personal credit information and credit eligibility information in a combination of computer storage facilities, paper-based files and other records. In so doing, we have taken numerous steps to protect your personal information from misuse, interference and loss, and unauthorised access, modification or disclosure.

Additionally Faggs Mitre 10 takes reasonable steps to destroy or permanently de-identify personal information when we no longer need it and in accordance with the Privacy Act. The internet is not a secure method of transmitting information. Accordingly, other than where Faggs Mitre 10 uses secure socket layer technology (SSL) to ensure information (such as credit card information) is securely transmitted and processed, Faggs Mitre 10 cannot and does not accept responsibility for the security

of information you send to or receive from us over the internet, or for any unauthorised access or use of that information.

### **How you can access your Credit Information**

Faggs Mitre 10 will take reasonable steps to make sure that the Credit Information we collect, use or disclose is accurate, complete and up to date. If your personal details change, such as your address or phone number, please contact our Credit Manager by email or at the address detailed below.

At your request to the Credit Manager, Faggs Mitre 10 will provide you with a copy of any Credit Information which we hold about you, unless an exception under the *Privacy Act 1988* applies. We may charge a fee for retrieving this information, in which case we will inform you of the fee and obtain your agreement to that fee before providing the information.

In accordance with the Privacy Act, Faggs Mitre 10 will:

- Upon request, provide access to credit eligibility information within a reasonable timeframe.
- If access is refused, Faggs Mitre 10 will provide you with the contact details for our External Dispute Resolution Scheme (**EDRS**) and the Office of the Australian Information Commissioner (**OAIC**) to enable you to escalate your request

### **How you can request the correction of your Credit Information**

If you have accessed your Credit Information from Faggs Mitre 10 or our Credit Reporting Bodies and believe that it is not accurate, up to date, complete, irrelevant, or misleading, then you can request our Credit Manager or Credit Reporting Body to correct it.

Faggs Mitre 10 will comply with the Privacy Act in relation to any request for the correction of your Credit Information.

In the course of the investigation process, we may consult with and disclose information to our Credit Reporting Bodies and/or other Credit Providers. If our investigations reveal that your Credit Information does not require correction then we will advise you of this in writing and provide you with the contact details for the EDRS and the OAIC to enable you to escalate your request.

### **How your Credit Information may impact your Application for a Trading Account**

Faggs Mitre 10 may refuse an Application for a Trading Account based wholly or partly on your Credit Information.

Faggs Mitre 10 will comply with the Privacy Act in relation to any refusal for an Application for a Trading Account.

### **How to make a complaint**

If you believe that Faggs Mitre 10 or our Credit Reporting Bodies has breached the CR Code or Part IIIA (e.g. data quality issues) of the Privacy Act or not taken reasonable steps to destroy Credit Information which is no longer relevant or required then you may complain using the contact details listed at the bottom of this document.

Faggs Mitre 10 will deal with any complaints in accordance with the Privacy Act. In the course of investigating your complaint, Faggs Mitre 10 may consult with and disclose information to our Credit Reporting Bodies and/or other Credit Providers. If you are not satisfied with our response to your complaint then we will provide you with the contact details for our EDRS and the OAIC to enable you to escalate your complaint

Faggs Mitre 10 is committed to ensuring that we promptly acknowledge and investigate any complaint about the way we manage your credit Information.

### **How to contact the Credit Reporting Bodies**

You may contact our Credit Reporting Bodies by using the following information. If you have any questions regarding your publicly held personal credit file then please contact Veda & Dun & Bradstreet as follows:-

#### **Veda**

Veda-Public Access

Website: [www.mycreditfile.com.au](http://www.mycreditfile.com.au)

Note: Veda is the primary Credit Reporting Body used by Faggs Mitre 10.

#### **Dunn & Bradstreet**

D&B Public Access Centre:

Email [PACAustral@dnb.com.au](mailto:PACAustral@dnb.com.au) or call: 1300 734 806

Website: <https://www.checkyourcredit.com.au>

### **How to contact Faggs Mitre 10**

If you have any questions about this CRDM Policy, if you wish to update or correct information we hold about you or if you wish to make a complaint about our collection, use, management or disclosure of your personal information under this CRDM Policy then please, in the first instance, contact:

#### **The Credit Manager**

**Faggs Mitre 10**

**1-9 Barwon Terrace**

**SOUTH GEELONG VIC 3220**

**Phone: (03) 5221 2899**

**Facsimile: (03) 5222 2275**

**Email: [accounts@faggs.com.au](mailto:accounts@faggs.com.au)**

Faggs Mitre 10 will take reasonable and prompt steps to remedy any issues resulting from our failure to comply with any of our obligations under this CDRM Policy and the associated Faggs Mitre 10 Privacy Policy.

Faggs Geelong Pty Ltd (Faggs Mitre 10) ACN 130 782 802 is part of Mitre 10 Australia Pty Ltd Group, a subsidiary of Metcash Limited ACN 112 073 480.

Last updated March 2014