



Commercial Credit Account Application

B & W Rural Pty Ltd ABN 33 068 943 528

APPLICANT'S DETAILS

Trading type: Sole Trader Partnership Private Company Deed of Guarantee required Public Company Other

Trading Entity
Trading as
ABN Registered for GST ACN

If Trading Entity is a Trust, please supply schedule page of trust deed:

Trustee
ABN ACN

CONTACT DETAILS

Mailing address
Town/Suburb State Postcode

Physical Address
Town/Suburb State Postcode

Primary Contact Phone

Fax Mobile Email

Accounts Payable Contact Phone

Fax Email

SOLE TRADER/PARTNER/DIRECTOR DETAILS

Full name Gender Date of birth
Full name Gender Date of birth
Full name Gender Date of birth
Full name Gender Date of birth

FINANCIAL INFORMATION

Credit Limit Requested

For limit requests over \$250,000, latest financial statements & trust deeds are to be included with the application. For limit requests up to \$250,000, please complete the Asset & Liabilities table below.

Assets		Liabilities	
Details	Estimated Value	Details	Amount Owing
Property (House/Land)	\$	Mortgage 1	\$
Plant	\$	Mortgage 2	\$
Vehicles	\$	Lease/HP 1	\$
Crop / Livestock	\$	Lease/HP 2	\$
Other	\$	Other	\$
Total Assets	\$	Total Liabilities	\$
		EQUITY	\$

LIVESTOCK INFORMATION

PIC PIC name (optional)

Please nominate Bank account details for Proceeds to be electronically deposited to:

Bank BSB No. A/C No.

Email invoices and account sales to:

Do you wish to opt out of Livestock in Transit Warranty? Opt Out Vendor Warranty Opt Out Purchaser Warranty

BUSINESS PURPOSE DECLARATION

By signing below I declare that the credit to be provided to me 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 facility is wholly or predominantly for:

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

By signing below, you may lose your protection under the National Credit Code.

AGREEMENT

B & W Rural's website (www.bwrural.com) contains information about credit reporting, including the credit reporting bodies to which B & W Rural may disclose your credit information. B & W Rural's statement of notifiable matters is also available there. In addition to identifying the credit reporting bodies B & W Rural uses, the statement includes information about optout and other privacy rights regarding B & W Rural and credit reporting bodies. If you would like a copy of B & W Rural's statement of notifiable matters in an alternative form (such as a hard copy), please ask us.

By signing below, I/we acknowledge and agree that B & W Rural's Credit Terms and Conditions govern credit facilities provided by B & W Rural, and that those Terms and Conditions have been supplied to me/us in full.

EXECUTED BY:

Sole Trader or Partnership

Company

In accordance with section 127(1) of the Corporations Act

And if only one person has signed, that person states that he/she signed as the sole director and sole company secretary of the company, or otherwise duly authorised to bind the company

Signature 1

Full Name

Date

Signature 2

Full Name

Date

Signature 3

Full Name

Date

Signature 4

Full Name

Date

TERMS AND CONDITIONS

Part A – General

1. Introduction

- (a) B & W Rural Pty Ltd and its related bodies corporate (“**BWR**”) may from time to time provide the applicant identified in the application form (“**Customer**”) with goods and services and the Customer may choose not to pay for those goods and services upfront but rather to pay for them over time such that the cost of those goods and services is added to the Customer’s trade credit account.
- (b) The contract with BWR (“**Contract**”) is made up of:
 - (i) the declarations, acknowledgements and confirmations in the application form;
 - (ii) these Terms;
 - (iii) any additional specific terms (e.g. payment terms) contained in each invoice for the goods and services or as otherwise agreed between BWR and the Customer; and
 - (iv) any terms contained in a separate agreement for deferred payment terms.

2. Goods and services

- (a) These Terms govern the provision of goods and services by BWR to the Customer.
- (b) For the purposes of the Australian Consumer Law (“**ACL**”), as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), the Customer is deemed to have accepted these Terms each time the Customer requests the provision of goods or services and BWR accepts that request.
- (c) For the purposes of the ACL each request by a Customer for the provision of goods and services which BWR has accepted constitutes a separate agreement between BWR and the Customer in relation to that good or service.

3. Trade credit account

- (a) These Terms also govern the provision by BWR of a trade credit account to the Customer.
- (b) The trade credit account must be used wholly or predominantly for business purposes or investment purposes (other than investment in residential property or the maintenance, renovation or improvement, thereof). When applying to open a trade credit account, and each time the trade credit account is used, the Customer declares that the credit will be applied wholly or predominantly for business purposes or investment purposes (other than investment in residential property or the maintenance, renovation or improvement, thereof). The Customer acknowledges that this means that the Customer may not have any protection afforded to consumers under the National Credit Code.
- (c) The Customer accepts these Terms when it signs the application form or otherwise commences placing goods and services on credit once approved by BWR for a trade credit account.

4. Amendments

- (a) At any time and from time to time BWR may:
 - (i) vary the fees and charges or introduce new fees and charges; and
 - (ii) vary any other terms in these Terms.
- (b) Where a variation is to the detriment of the Customer, BWR will only make the change where BWR has a valid reason for doing so and will provide at least 30 days’ prior notice before the change takes effect. During this notice period, if the Customer does not wish to be bound by the change, the Customer can exit this Contract by notifying BWR in writing of the Customer’s intention before the end of the notice period. BWR’s contact details are set out in clause 11 (Notice Details) below. BWR will close the account and any remaining credit to be repaid will become immediately due and payable to BWR unless another arrangement is entered into between the Customer and BWR.
- (c) Where a variation is neutral or to the benefit of the Customer, BWR will publish a notice on its website, which may be accessed at www.bwrural.com, and/or any online customer account portal made available by BWR from time to time.
- (d) By continuing to request goods or services or to use the trade credit account after the expiry of the notice period or the date the change is published on the website and/or any online customer account portal, the Customer is deemed to have agreed to the variation.

5. Governing Law

These terms are governed by the laws of South Australia, and any court within the Commonwealth of Australia in which BWR commences proceedings has non-exclusive jurisdiction to entertain any claims BWR or the Customer may have against each other in connection with the provision of goods or services in accordance with these Terms.

6. Customer as trustee of a trust

If the Customer is trustee of a trust, the Customer is liable to BWR in the Customer’s capacity as trustee of that trust (and personally) and the Customer warrants that it is entitled to be indemnified out of the assets of that trust in connection with any liability it has to BWR.

TERMS AND CONDITIONS

7. Joint and several liability

Where a Customer consists of more than one person, these Terms apply to those persons jointly and to each of them severally.

8. Void / voidable provisions

If any provision of these Terms is found to be void, invalid or unenforceable (whether in respect of a party or generally), it will be severed from these Terms and the Terms will otherwise continue in force.

9. Assignment

The Customer may not assign, transfer or sub-license its rights under the Terms without BWR's prior written consent.

10. Entire Agreement

The Contract supersedes all prior agreements, representations, conduct and understandings.

11. Notice Details

- (a) Customers can notify or otherwise contact BWR:
 - (i) by emailing: credit@elders.com.au
 - (ii) by telephoning: (02) 6750 7000
 - (iii) by posting to: 407 Gosport St, Moree, NSW, 2400
 - (iv) through any online customer account portal made available by BWR from time to time.
- (b) Where there is a requirement for BWR to notify the Customer, it will do so in writing which includes sending the notice by email or via any online customer account portal made available by BWR from time to time.
- (c) A notice sent by BWR is taken to be received by the Customer:
 - (i) if it is sent by post, on the third day after posting;
 - (ii) if it is sent by email, when BWR's system registers that the email has passed the internet gateway of BWR's system (and no delivery failure or out of office message is received by BWR within 1 hour of sending); and
 - (iii) if it is sent via an online customer account portal made available by BWR from time to time, 1 hour after being sent.

Part B – Trade Credit Account

1. Credit limit

- (a) The trade credit account has a limit which is the maximum limit up to which the Customer can obtain goods and services on credit. BWR will advise the Customer of the limit at the time of account set up.
- (b) BWR can, in its absolute discretion, change the limit (up or down) in accordance with its credit policy and this revised limit will be notified to the Customer.
- (c) Where the Customer makes a purchase of goods or services that causes the customer to exceed the credit limit, BWR may, in its absolute discretion:
 - (i) not permit any additional goods or services to be acquired on credit until such time as the account has been brought back within the limit;
 - (ii) require the Customer immediately to reduce the balance owing on its trade credit account back to the notified limit amount; and
 - (iii) suspend the trade credit account while the Customer has exceeded the credit limit.

2. No payment in cash

- (a) Unless BWR otherwise agrees in writing, the Customer cannot withdraw any amount of the trade credit account in cash.
- (b) Where BWR agrees to provide a refund for returned goods, or in relation to the supply of services, the value of the goods or services originally debited to the account will be credited to the account or refunded to the Customer by electronic funds transfer or cheque. The Customer will not receive the value of any returns or refunds in cash.

3. Use of credit

The Customer may only use the trade credit account to pay for the cost of goods and services provided in accordance with Part C of these Terms.

4. Trade credit account reviews

- (a) BWR will, from time to time, review the trade credit account.
- (b) BWR may, in its absolute discretion, where it has a legitimate business reason, cease making the trade credit account available to the Customer. For instance (without limitation) the Customer may not have made payments in accordance with the payment terms or deferred payment plan, or the Customer may have exceeded the credit limit and not brought the account back within the limit when requested by BWR.
- (c) If clause 5(b) applies, the account will be suspended in accordance with clause 13 below.

5. Using the Credit

- (a) The amount of credit used in connection with each purchase is the purchase price (including GST) of the goods and services.
- (b) The purchase price (including GST) will be debited to the trade credit account.

6. Repayment and Default

- (a) The Customer must repay the debt for each of the purchased goods and services on their due date for payment, which may vary as set out below, using a payment method acceptable to BWR.
- (b) The due date for payment in relation to livestock purchases effected through BWR, is 10 days from the date of supply (or such longer date as agreed between BWR and the Customer).
- (c) The due date for payment in relation to the supply of all other goods and services, is:
 - (i) for any goods or services subject to a separate agreement containing deferred payment terms, the due date or dates in that agreement;
 - (ii) for any goods or services that contain payments dates in an invoice or as otherwise agreed with BWR, that date or dates; and
 - (iii) for all other goods and services, the last working day of the month following the month of supply. (For example, if goods are supplied on 29 July and services were provided on 1 July, the due date for payment of both the goods and services is 31 August if this is a working day, otherwise it is the nearest working day before 31 August).
- (d) Where the Customer fails to make a payment on the due date, BWR may charge default interest at the rate set out in clause 12 below, calculated on a daily basis on the overdue amount and added to the account monthly in arrears.
- (e) Any amount received by BWR in settlement of amounts due may be applied first against interest and any charges and expenses.
- (f) The Customer agrees that BWR may pass on fees charged to BWR in connection with an account in default including legal fees, collection fees, dishonour fees, credit card fees and other fees set out in clause 14(b)(iii) below.
- (g) Where the Customer makes a payment to BWR and such payment is subsequently returned to the Customer due to the operation of a statutory provision, the Customer will still owe that amount to BWR and BWR will have all rights to claim that money from the Customer.
- (h) In the event of a dispute, the complete undisputed portion of any amount owing must be paid in accordance with these Terms.

7. Proceeds of sale

The Customer irrevocably directs BWR to credit to the Customer's trade credit account the proceeds of sale of any livestock, grain or other produce sold by the Customer through the agency of BWR (after BWR has deducted its fees for the services in connection with the sales process and any costs associated with the sale).

8. Set off

BWR may, in its absolute discretion, set off against any monies that BWR owes to the Customer, any monies that the Customer owes to BWR where it has a legitimate business interest to do so.

9. Notification of changes to Customer's situation

- (a) Other than as set out in clause 11(b) below, if any information that the Customer provided in or in connection with the application changes, the Customer must immediately inform BWR specifying the information that has changed.
- (b) The Customer must provide BWR with at least 14 days' notice in writing prior to any proposed change to the Customer's name or contact details.
- (c) The Customer must immediately notify BWR in writing of the following events if they occur:
 - (i) changes in the Customer's trading structure;
 - (ii) changes in the Customer's GST status;
 - (iii) a change of directors (where the Customer is a company);
 - (iv) the Customer has been named as a party in any litigation or proceeding or has been notified that it is being investigated;
 - (v) the Customer makes a material purchase of goods or services from a third party;
 - (vi) the Customer breaches a banking covenant;
 - (vii) an event of default (as defined in clause 12 below) occurs in relation to the Customer.

10. Retention of title and repossession of goods

- (a) Title to, and ownership of, any goods supplied to the Customer does not pass to the Customer until BWR receives the whole of the purchase price (including GST) for those goods and all other monies that the Customer owes to BWR in connection with these Terms. Until title and ownership of goods passes to the Customer the Customer holds the goods as fiduciary, bailee and agent for BWR. The Customer may only use the goods in the ordinary course of the Customer's ordinary business, unless and until BWR notifies the Customer to cease all use of those goods.
- (b) BWR may repossess any goods the title and ownership of which has not passed to the Customer in accordance with these Terms and may appoint a receiver to do so. BWR may sell or otherwise dispose of such goods in BWR's absolute discretion but without limiting BWR's other rights consequent upon any default by the Customer.
- (c) For the purposes of BWR exercising its rights under these Terms the Customer grants to BWR and its servants and agents an irrevocable licence, and irrevocably appoints BWR and its servants and agents as the Customer's agent, to enter and remain on any premises owned or occupied by the Customer or any other premises where any goods

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supplied to the Customer may be located for the purpose of either BWR repossessing those goods or serving any document required to enforce BWR's rights under these Terms.

11. PPSA

- (a) These Terms form a security agreement for the purposes of the *Personal Property Securities Act 2009* (Cth) ("**PPSA**"). The Customer acknowledges that BWR and the Customer (or a related party of the Customer) may enter into one or more additional security agreements under which the Customer (or the related party of the Customer, as the case may be) guarantees or grants additional security for the performance of the Customer's obligations under these Terms (each, a "**Security Agreement**").
- (b) The Customer must do such things as BWR may require from time to time to ensure that any security interest of BWR is perfected under the PPSA for whatever period that BWR, acting reasonably, determines. The Customer agrees to reimburse and pay BWR for all expenses incurred by BWR in registering its security interest on the PPSA register.
- (c) Any property that the Customer uses the trading account to purchase is commercial property for the purposes of the PPSA.
- (d) Nothing in sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA and Part 4.3 (other than Division 6 of Part 4.3) of the PPSA shall apply to this agreement, or the security under this agreement. To the extent permitted by the PPSA, the Customer waives its rights in respect of this agreement, or the security under this agreement, to receive any notice or statement under the following sections of the PPSA: 95 (notice of removal of an accession); 118 (notice of decision to enforce security interest under land law); 121(4) (enforcement of liquid assets – notice to grantor); 123 (notice of seizure of collateral); 130 (notice of disposal of collateral); 132(3)(d) (statement of account following a disposal showing the amounts paid to other secured parties); 132(4) (statement of account if there is no disposal); 135 (notice of retention of collateral); 157 (notice in relation to registration events); all sections in Part 4.3 (other than those in Division 6 of Part 4.3).
- (e) BWR and the Customer must not disclose information of the kind referred to in section 275(1) of the PPSA (except where required under section 275(7) of the PPSA) and must not authorize the disclosure of such information at any time. BWR may use any personal information of the Customer to register and enforce any security interest of BWR under the PPSA.

12. Event of default

- (a) In these Terms, an "**event of default**" occurs when:
 - (i) the Customer fails to pay any monies due to BWR by the due date for payment, or within a reasonable period of time thereafter as determined by BWR;
 - (ii) the Customer breaches any provision of these Terms or any Security Agreement and, if the breach is capable of remedy, the Customer fails to remedy the breach within 7 days;
 - (iii) the Customer becomes bankrupt, insolvent (or is deemed to be insolvent) or enters administration (as those terms are defined in the *Corporations Act 2001* (Cth)), or an administrator, liquidator, receiver or receiver and manager is appointed to the Customer or any of its property, or if any step is taken to instigate any such event;
 - (iv) a mortgagee takes possession of any of the Customer's property; or
 - (v) distress, attachment or other execution is levied or enforced over any of the Customer's property.
- (b) If an event of default occurs:
 - (i) all amounts owing by the Customer under the trade credit account become immediately due and payable;
 - (ii) default interest at the rate of 14.95% may be charged monthly in arrears (calculated on a daily basis) on the monies due and payable until paid in full;
 - (iii) the Customer must on demand pay to BWR all costs and expenses incurred by it as a result of the event of default, including all legal costs incurred by BWR either ordered or assessed, and fees or commissions paid by BWR to any collections agency;
 - (iv) BWR may suspend or terminate the trade credit account with immediate effect; and BWR may exercise any other right available to it under a Security Agreement.

13. Suspension

- (a) BWR may, at any time, suspend the trade credit account without prejudice to any other rights that BWR may have under these Terms or at law where BWR has a valid reason to do so, including:
 - (i) where BWR suspects there is fraudulent activity on the account or the account is being used for a fraudulent purpose;
 - (ii) where the Customer has exceeded its credit limit;
 - (iii) where BWR decides to cease making the trade credit account available to the Customer as part of a periodic review;
 - (iv) where an event of default has occurred or BWR is aware that an event of default is likely to occur.

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- (b) When the trade credit account is suspended, the Customer is not able to use any of the unused credit, or make any further purchases of goods or services under the trade credit account until the suspension has been lifted.

14. Termination of trade credit account

- (a) BWR may terminate the trade credit account by providing no less than 30 days' written notice to the Customer where BWR has a valid reason, including:
 - (i) where the Customer has made misrepresentations in the application;
 - (ii) where BWR becomes aware that the Customer has used, or proposes to use, the credit for personal, domestic or household purposes;
 - (iii) where the account has been suspended and the reason for the suspension is incapable of remedy (including where BWR decides to cease making the trade credit account available to the Customer as part of a periodic review); and
 - (iv) where instructed to do so by a government entity.
- (b) Where BWR provides notice pursuant to clause 14(a) above, the trade credit account (if not already suspended) will immediately be suspended. Any outstanding amounts which have not already become due and payable will become immediately due and payable.
- (c) The Customer may terminate the trade credit account without cause by providing notice to BWR (the notice details are in Part A, clause 11 above). Termination will not vary the repayment period set out in these Terms or any other deferred payment period agreed between the Customer and BWR. From the date the Customer provides notice, the Customer will not be able to acquire any further goods or services using the trade credit account.

Part C – Goods and Services

1. Application of Australian Consumer Law

BWR does not exclude or limit the application of any provision of any applicable legislation or other regulation (including the ACL) where to do so would contravene that legislation or regulation or cause any part of these Terms to be void. Nothing in these Terms is to be interpreted as doing so.

2. Exclusion of liability

Subject always to any applicable legislation or other regulation (including the ACL), BWR excludes:

- (a) from these Terms all conditions, warranties, guarantees and terms implied by statute, general law, international convention or custom, except any implied term, condition, guarantee or warranty the exclusion of which would contravene any statute or cause this clause to be void ("**Non-excludable Condition**");
- (b) all liability to the Customer for any losses or damages arising out of or in connection with these Terms, even if BWR knew they were possible, or they were otherwise reasonably foreseeable, and including without limitation, loss of profits and damage suffered as a result of claims by any third person; and
- (c) all liability to the Customer in negligence for acts or omissions of BWR, its employees, agents and contractors arising out of or in connection with these Terms.

3. Limitation of liability

- (a) Subject to the application of any provision of any applicable legislation or other regulation (including the ACL), the liability of BWR to the Customer for breach of any Non-excludable Condition which is applicable is limited to any one of the following, at the option of BWR:
 - (i) in the case of goods, replacement of the goods or the supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the costs of having the goods repaired; and
 - (ii) in the case of services, the supply of the services again or payment of the cost of having the services supplied again.
- (b) Except as provided above and subject to the application of any provision of any applicable legislation or other regulation (including the ACL):
 - (i) save for the fraud, negligence or wilful misconduct of BWR, BWR has no liability or obligation to the Customer or any other person arising (directly or indirectly) out of, or in connection with, the repossession of any goods; and
 - (ii) the Customer represents and warrants to BWR that it is relying, and will continue to rely, upon the Customer's own skill and judgement in relation to the quality of goods and services, and their fitness for any purpose that may be required and not upon any conduct or representation of BWR; and
 - (iii) the Customer releases and forever discharges BWR from each matter referred to in clause 2 ('Exclusion of Liability') above.

4. Supply of goods and services

- (a) Save for the fraud, negligence or wilful misconduct of BWR, the Customer assumes all risk of loss of, or damage to, any goods supplied by BWR (regardless of the manner in which such loss or damage is caused and whether caused by the Customer or BWR) from the time of dispatch to, or collection by, the Customer (whichever is the earlier).

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- (b) The Customer must inspect all goods upon their delivery and notify BWR within 48 hours of any defects or other issues with the order. Upon such notification, the Customer will allow BWR to access the goods in order to carry out an inspection of the alleged defects. If the Customer fails to notify BWR within the 48 hour period, it will be deemed to have accepted the goods in satisfaction of its order.
- 5. Financial incentives associated with, or connected to, supply of goods or services**
In supplying goods or services, or recommending the supply of goods or services, under the Contract BWR may receive a financial incentive in the form of a commission, rebate or the like from the manufacturer or supplier.
- 6. Return**
Subject to the ACL, the Customer may only return goods to BWR where a prior agreement has been made between the Customer and BWR. The Customer agrees to pay any charges in relation to such return.
- 7. Cancellation**
- (a) Due to legitimate business reasons, BWR may be required to cancel an order at any time before delivery by notification to the Customer and BWR will not be liable for any losses arising from such cancellation. BWR will provide the Customer with as much notice as possible in the event of such cancellation.
- (b) A Customer may cancel an order for goods at any time up to delivery. Where a Customer cancels an order, that Customer will be liable for any direct costs to BWR arising from the cancellation.
- 8. Appointment as agent**
- (a) Where the Customer appoints BWR as its agent, such as for the sale of livestock, the Customer permits BWR to produce tax invoices on behalf of the Customer in respect of those supplies.
- (b) Where BWR prepares a tax invoice on behalf of the Customer, the Customer will not issue tax invoices in respect of those supplies.
- 9. Application of trade credit account terms**
Where a Customer acquires goods or services other than through a trade credit account, the following clauses in Part B also apply to that acquisition: 7, 8, 12, 13, 14, and 15.

Part D – Privacy

- 1. Collection of information**
- (a) Information collected in connection with this application will be handled in accordance with Elders Limited's privacy policy ("**Privacy Policy**") and Elders Rural Services Australia Limited's ("**ERSAL**") statement of notifiable matters ("**SNM**"). The Privacy Policy explains how Elders Limited and its wholly-owned subsidiaries (including ERSAL) (referred to for the purpose of this Part D as "**Elders**") will comply with the *Privacy Act 1988* (Cth) ("**Privacy Act**"), including the Australian Privacy Principles, and the purposes for which Elders may collect, use, hold and disclose personal information about the Customer and associated individuals. A copy of the Privacy Policy and the SNM is available on Elders' website at www.eldersrural.com.au.
- (b) The SNM includes information about the credit reporting bodies ("**CRBs**") ERSAL may use as well as each individual's opt-out and other privacy rights regarding ERSAL and CRBs. The Customer and guarantor each acknowledge and agree that they have accessed, reviewed and understood these documents.
- (c) Some of the personal information collected about customers and guarantors is collected under applicable laws including the *National Consumer Credit Protection Act 2009* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the Privacy Act, the PPSA and tax laws like the *Taxation Administration Act 1953* (Cth) and the *Income Tax Assessment Act 1936* (Cth).
- 2. Elders' obligations**
Amongst other things, Elders will:
- (a) take reasonable steps to protect the Customer's personal information from misuse, interference, loss and unauthorised access, modification or disclosure;
- (b) collect, hold, use and disclose personal information about the Customer and, where applicable, about guarantors, in order to:
- (i) consider account and credit applications (including any review of existing accounts and credit facilities);
- (ii) verify, maintain and update the Customer's contact details and personal information; and
- (iii) advertise, promote and provide the Customer with products or services distributed by Elders;
- (c) process transactions to which the Customer is a party;
- (d) manage the Customer's account and credit facilities, including any related guarantee;
- (e) collect overdue payments (itself or via an agent); and
- (f) review and confirm the Customer's and guarantor's creditworthiness and status and create related ratings and assessments.
- 3. Authority of Elders**
Subject to any mandatory restrictions imposed by relevant privacy laws, Elders may do any of the things described, referred to or contemplated herein, including but not limited to:

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- (a) obtaining from a CRB or a credit provider or any other business, consumer credit information, commercial credit information and any report maintained by a CRB or any other business in connection with the Customer or guarantor;
- (b) exchanging information about the Customer's or guarantor's personal or commercial creditworthiness, credit standing, credit history, capacity to repay credit, financial position and business history with:
 - (i) other credit providers including within Elders, for purposes including those described above;
 - (ii) any professional adviser acting in connection with any financing provided or proposed to be provided to the Customer;
 - (iii) a CRB; and
 - (iv) a guarantor of the Customer's credit or any person considering whether to act as a guarantor;
- (c) giving information regarding a Customer or guarantor's personal or commercial creditworthiness, credit standing, credit history, capacity to repay credit, financial position and business history to:
 - (i) any mortgage or trade insurer;
 - (ii) any person who has guaranteed or proposes to guarantee repayment of any personal or commercial credit provided to the Customer; and
 - (iii) any person in connection with funding or financial accommodation by means of any arrangement involving securitisation, sale or receivables or similar arrangements;
- (d) using and disclosing the Customer's or guarantor's personal information for the purposes of recording on the personal property securities register and enforcing any interest Elders may have under the PPSA; and
- (e) reviewing the Customer's account and credit facilities on a periodic basis or in connection with changes (e.g. credit limit) as though assessing a new application.

4. Customer acknowledgement

For the purposes of exchanging information regarding a Customer or guarantor's personal or commercial creditworthiness, credit standing, credit history, capacity to repay credit, financial position and business history above in relation to information exchanged with a CRB, the Customer acknowledges that the information that may be provided by Elders includes identity particulars, the fact that a finance application has been made and the amount of that application, the fact that Elders is a current credit provider to the Customer, the fact that payments are overdue and collection action has commenced, advice that payments are no longer overdue, advice that cheques drawn by the applicant have been dishonoured more than once, that in the opinion of Elders a serious credit infringement has been committed by the Customer and that credit provided to the Customer has been discharged.

5. Use of personal information

Elders may also use and disclose the Customer's personal information to send marketing material about other products and services that may be of interest to the Customer, in accordance with the terms of the Privacy Policy. The Customer may, at any time, inform Elders' Privacy Officer that it does not want to receive information about such products and services.

6. Access to personal information

- (a) The Customer may request to access or correct personal information held about them by contacting Elders' Privacy Officer via:
 - (i) Telephone: 1300 555 927
 - (ii) Email: privacy.officer@elders.com.au
 - (iii) Post: The Privacy Officer, Elders, GPO Box 551 Adelaide South Australia 5001,or, where Elders makes an online customer account portal available, via that portal.
- (b) The Privacy Policy also contains further details about making access and correction requests, or making a privacy complaint.
- (c) The signed consent of all persons who have provided personal information in this application, any attached form or associated instruction, is required before this application can be processed. If consent is not given by all such persons it may not be possible for Elders to proceed with this application, or otherwise to accept or act upon any requests made.