Commercial Credit Application

Please return your completed application to: **accountsreceivable@conplant.com.au**

Requested Monthly Credit Limit ($):

Company or Individual's name
(Legal Entity Name):

ABN: ACN:

Trading Name/s:

Details of Directors

Name:	Address:	Date of Birth:

Business or Partnership *(Details of proprietors or partners)*

Name:	Address:	Date of Birth:

Trustee

Trustee Name:

Trustee ACN
(if a company):

Trustee ABN
(if an individual):

Contact Details

Postal Address: Post Code:

Business Address: Post Code:

Nature of Business:

Business Start Date: Accounts Payable Contact Name:

Position: Tel: Fax:

Mobile: Email:

A – Privacy Collection Notice

Conplant Pty Ltd **(Conplant, we, us or our)** is committed to protecting the privacy and ensuring the security of personal information maintained within the organisation.

Please read this Privacy Collection Notice and clause 14 of our Terms and Conditions carefully as they explain your privacy rights and how we may collect, use, disclose or handle your personal information and commercial credit related personal information.

1. Commercial credit related personal information

'Commercial credit related personal information' means commercial credit information and commercial credit eligibility information. Commercial credit related personal information includes the following information about individuals:

- identification information;
- a statement that an information request has been made about the individual by a credit provider or trade insurer;
- the type of commercial credit and the amount of commercial credit, sought in an application and to which the individual is connected;
- default information (and, where a default has been remedied, payment information or new arrangement information);
- court proceedings information; and
- Personal insolvency information.

2. How commercial credit related personal information is collected

We collect commercial credit related personal information about individuals from:

- Individuals directly (for example, through this application form or about commercial credit accounts with Conplant); and
- Publicly available sources of information.

If you choose not to provide your commercial credit related personal information to us for the purposes set out in this Privacy Collection Notice, we may not be able to undertake certain activities for you such as providing you with requested information, products or services, or approve your application for credit.

3. The purposes for which information is collected and used

Conplant may collect, hold, use and disclose your commercial credit related personal information as reasonably necessary for our business purposes and as permitted by law.

Conplant collects, holds, uses and discloses commercial credit related personal information for the purpose of:

- providing and delivering Conplant's goods to you;
- marketing other Conplant products and services;
- assessing applications for commercial credit;
- establishing and managing the relationship with you;

- exercising its rights and obligations;
- performing any administrative operations; and
- collecting payments.

Conplant may not be able to provide its products or a commercial credit account without collecting the required information.

4. Disclosure of commercial credit related personal information to other entities

Conplant may also exchange commercial credit related personal information we collect about you with other credit providers. Conplant may exchange that information for the purposes of:

- assessing an application for commercial credit and collecting overdue payments;
- notifying other credit providers (including trade insurers) of a default by you or your organisation;
- ascertaining the status of commercial credit provided to you by Conplant where you are in default with other credit providers; and
- Assessing your credit worthiness, credit standing or credit capacity.

Conplant may, as permitted by law, disclose your commercial credit related personal information to other third parties, including our related companies; organisations that perform credit processing functions, management and debt collection activities on our behalf; trade insurers and organisations involved in debt assignment.

Conplant is not likely to disclose your commercial credit related information to an entity without an Australian link.

5. Privacy Policy and Commercial Credit Reporting Policy

Conplant uses the commercial credit related information we collect in accordance with our Privacy Policy and Commercial Credit Reporting Policy which is available on our website: **www.conplant.com.au**.

The Privacy Policy and Commercial Credit Reporting Policy contain information about:

- How to obtain access to your personal information and commercial credit related personal information;
- How to seek correction of your personal information and commercial credit related personal information;
- How to complain about a breach of privacy; and
- How Conplant will deal with such complaints.

If you would like further information, please contact our Privacy Officer in any of the following ways:

- **By email:** info@conplant.com.au
- **By telephone:** 02 9933 3104
- **By post:** PO Box 1013, Ingleburn, NSW 1890

B – Waivers

Please cross one of the following boxes to indicate your Loss and Damage Waiver requirements.

☐ We **do** require the Loss and Damage Waiver charged to all hires *(please refer to clause 35 of the Terms and Conditions for details)*

☐ We **do not** require the Loss and Damage Waiver charged (please provide a copy of your relevant insurance Certificate of Currency). If an insurance Certificate of Currency is not provided the default policy is to apply the damage waiver until such time it is received.

I/we the undersigned agree to be bound by the Terms and Conditions current as at the date of this application and as amended from time to time by Conplant as notified to you in writing (referred to in this Commercial Credit Application as the "Terms and Conditions"). I/we:

- confirm that we have received a copy of the current Terms and Conditions;
- confirm that from the date of this application, any Equipment (as defined below) hired by us from Conplant will be on the Terms and Conditions;
- acknowledge that Conplant's settlement terms are "NETT 30 DAYS";
- acknowledge that the Terms and Conditions entitle Conplant to charge interest on any overdue amounts at the 90 day
- Bank Bill Swap Rate published on the first business day of the months plus 2%;
- charge any land I own with repayment of any money owing to Conplant;
- certify that I/we have full corporate power and lawful authority to execute this Commercial Credit Application and to perform, or cause to be performed, the obligations under this Commercial Credit Application and the Terms and Conditions; and
- certify that to the best of my knowledge the information given is true and correct.

If from time to time I/we wish to hire any plant, machinery, equipment, motor vehicles, or other goods (including tools, accessories and parts) (**Equipment)** from Conplant, I/we will request such Equipment from Conplant and Conplant may, in its discretion, deliver to me/us the document titled "Hire Agreement" in respect of the Equipment and hire to you the Equipment (as described in a document titled "Hire Agreement") on the Terms and Conditions and any other terms and conditions as provided to you by Conplant.

Name: _____ Signed: _____ Position: _____ Date: _____

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