



APPLICATION FOR A 30 DAY COMMERCIAL CREDIT ACCOUNT
FOR COMPANIES/TRUSTS (Parts 2,3,4,7 to be completed)
FOR SOLE TRADERS/PARTNERSHIPS (Parts 1,3,4,5 to be completed)

PART 1

Principals Name(s) in full	Address	Date of Birth	Do you own your home?
1 _____			
2 _____			
3 _____			
4 _____			
Trading as: _____ ABN: _____ Email: _____			
Business Address: _____		Postcode: _____	
Postal Address: _____		Postcode: _____	
Phone Number: _____		Mobile: _____	Fax: _____

PART 2

Company/Trustee: _____ ACN: _____
(Guarantees must be completed)
Trading as / Trustee Name: _____
ABN: _____
Business Address: _____ Email: _____
Postcode: _____
Phone Number: _____ Mobile: _____ Fax: _____
Postal Address: _____
Postcode: _____

Director's Full Name	Address	Date of Birth	Telephone
1 _____			
2 _____			
3 _____			
4 _____			

(If additional names, please attach a list)

PART 3 TRADE REFERENCES

1 Reference Name: _____	Phone Number: _____
Date A/c Opened: _____ Payment Terms: _____	Fax Number: _____
2 Reference Name: _____	Phone Number: _____
Date A/c Opened: _____ Payment Terms: _____	Fax Number: _____
3 Reference Name: _____	Phone Number: _____
Date A/c Opened: _____ Payment Terms: _____	Fax Number: _____
4 Reference Name: _____	Phone Number: _____
Date A/c Opened: _____ Payment Terms: _____	Fax Number: _____
Accountant's Name: _____	Phone Number: _____

If the applicant is a Builder or Plumber, please advise Licence Number : _____

PART 4 BUSINESS

Premises: ☐ Owned ☐ Rented ☐ Leased
Order Value: \$ _____ Monthly Credit Req'd: _____ Monthly Payment via EFTPOS? Y / N
Industry Type: _____ Date Business commenced: _____
Bank & Branch: _____

PART 5

- 1 In this application the term “Customer” means:
- (a) any “Sole Trader of Partnership or Company or Trust” referred to in Part 1 or 2 of this Application; and
 - (b) where the Customer is unincorporated each principal or partner of the Customer or in the case of a Trust the Trustee of the Trust.
- 2 Should this application be successful and an account be granted, the Customer agrees with Creative Landfill Pty Ltd as follows:
- (a) to pay any amount due within the month following the month of invoice;
 - (b) to pay interest, at the current bank overdraft rate paid by Creative landfill Pty Ltd from time to time, calculated monthly on any amount not paid by the due date;
 - (c) if any amount is not paid by the due date all amounts then owing by the Customer to Creative Landfill Pty Ltd become immediately due and payable;
 - (d) to pay to Creative Landfill Pty Ltd all expenses of collection by Creative Landfill Pty Ltd of overdue monies and enforcement of the contract on a solicitor and client basis.
- 3.1 The Customer agrees that Creative Landfill Pty Ltd’s Landfill Entrance Terms and Conditions form part of the contract between the Customer and Creative Landfill Pty Ltd and the contract does not include any terms or conditions varying or in addition to those Landfill Entrance Terms and Conditions unless such terms and conditions have been expressly agreed in writing by Creative Landfill Pty Ltd. No prior correspondence, discussion or other terms and conditions form part of this contract unless stated in this contract.
- 3.2 Where any of the Creative Landfill Entrance Terms and Conditions are inconsistent with the terms and conditions contained in this application, then the terms and conditions of this application shall prevail to the extent of any inconsistency.
- 4.1 To secure its obligations under this contract the Customer hereby charges with payment of any moneys owed by it to Creative Landfill Pty Ltd pursuant to this contract all the right, title, estate and interest which it now has or may in the future acquire in any freehold or leasehold property.
- 4.2 The Customer further agrees that if demand is made on it by Creative Landfill Pty Ltd the Customer will immediately execute a mortgage in registrable form or other instrument of security, as required by Creative Landfill Pty Ltd and if the Customer fails to do so within a reasonable time or being so requested, the Customer irrevocably and by way of security appoints any secretary, director, manager, attorney or credit manager engaged by Creative Landfill Pty Ltd from time to time to be its true and lawful attorney to execute and register such instruments.
- 5 The law of the state in which this credit application is lodged shall apply to the terms of this application and any proceedings in respect of or any cause of action arising out of this application shall, at the option of Creative Landfill Pty Ltd, be instituted, heard and determined in a court of competent jurisdiction in the capital city of that state and such court shall be deemed to possess territorial jurisdiction to hear and determine such proceedings.
- 6 The signatories to the application certify that they are authorised to sign this application on behalf of the Customer.
- 7 The Customer declares that if the application is successful and credit is granted then the credit is to be applied wholly or predominantly for business or investment purposes.
- 8 The Customer acknowledges that it has received, read, understood and accepted Creative Landfill Pty Ltd’s Landfill Entrance Terms and Conditions. These can be found on our web site at www.creativelandfill.com.au in the “Terms and Conditions” page.
- 9 To comply with *The Privacy Act 1988* (as amended) the Customer acknowledges that Creative Landfill Pty Ltd has informed it, in accordance with s.18E(8)(c) of *The Privacy Act 1988*, that certain items of personal information about the Customer contained in/or relating to this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. Furthermore, the Customer agrees, in accordance with the following sections: s.18H(3), s.18K(1)(b), s.18K(1)(c), s.18K(1)(h), s.18N(1)(b) that use by Creative Landfill Pty Ltd of the relevant information referred to in those sections may occur for the purpose of assessing this application. A copy of our Privacy Policy can be found on our web site at www.creativelandfill.com.au in the “Terms and Conditions” page.
- 10 To comply with *The Privacy Amendment (Private Sector) Act 2001*, the Guarantor acknowledges that Creative Landfill Pty Ltd has provided access to a copy of its Privacy Policy and Statement and Declaration. Furthermore, the Guarantor agrees that all personal information obtained by Creative Landfill Pty Ltd will be utilised in Creative Landfill Pty Ltd’s absolute discretion in accordance with the National *Privacy Principles* and Creative Landfill Pty Ltd’s Privacy Policy. Moreover the Guarantor expressly consents to the use and disclosure of all personal information relating to credit information that Creative Landfill Pty Ltd may from time to time need to disclose to a credit reporting agency.

To be signed by Principals/Directors

1	_____	Driver’s Licence No _____	State _____
2	_____	Driver’s Licence No _____	State _____
3	_____	Driver’s Licence No _____	State _____
4	_____	Driver’s Licence No _____	State _____

Date: _____

Note : If you do not understand this document you should seek independent advice.

PART 6**Office Use Only****SALES DEPARTMENT RECOMMENDATION/COMMENT**

Expected Sales Per Month \$ _____

Is a Major Contract Involved? Y / N _____

Name of Principal _____

Other Comments: _____

Manager Comment & Approval: _____

Approved to Total limit of \$ _____ Date _____

Credit Office Recommendation: _____

Recommended By: _____ Date _____

HEAD OFFICE USE ONLY

Account Approved/Rejected: _____

Total Credit Limit: \$ _____ Based on Two Months Purchases.

Comments _____

Authorised By: _____ Date: _____

PART 7

Creative Landfill Pty Ltd ACN 152 377 181

CREATIVE LANDFILL PTY LTD*Deed of Guarantee & Indemnity made this _____ day of _____ Year _____***BETWEEN:**

(1) (Names & Addresses of Guarantors)

(THE "GUARANTORS")

AND

(2) CREATIVE LANDFILL PTY LTD

RECITALS

A At the request of the Guarantor, Creative Landfill Pty Ltd has agreed that it will, at its discretion provide credit and/or goods and services from time to time to:

_____ (Company name where customer is a company)

_____ (Company ABN Number)

_____ (Company Address)

(THE 'DEBTER')

B The Guarantor considers that by providing the Guarantee and Indemnity ("this Guarantee") there will be a commercial benefit flowing to the Guarantor.

THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1 GUARANTEE

1.1 Guaranteed Moneys

In consideration of Creative Landfill Pty Ltd agreeing, at the request of the Guarantor, to provide or continue to provide credit and/or goods and services from time to time to or for the Debtor, the Guarantor unconditionally and irrevocably guarantees to Creative Landfill Pty Ltd the due and punctual payment of:

- (a) all moneys due and payable or from time to time to become due and payable to Creative Landfill Pty Ltd under or in connection with the provision of credit and/or goods and services;
 - (b) all other moneys which the Debtor either alone or jointly with any other person now or from time to time is or becomes actually or contingently liable to pay to Creative Landfill Pty Ltd under this Guarantee and any other agreement, security or negotiable or other instrument or as a result of any matter or thing; and
 - (c) to avoid doubt, any GST that may be due and payable or from time to time become due and payable by Creative Landfill Pty Ltd under or in connection with the provision of credit and/or goods and services.
- (the "Guaranteed Moneys").

1.2 Result of Non Payment

If the Debtor defaults in the due and punctual payment of the Guaranteed Moneys or in any part of them the Guarantor shall pay those moneys on demand to or as directed by Creative Landfill Pty Ltd.

1.3 Demand

Any demand to be made upon the Guarantor or the Debtor shall be deemed to be duly made if in writing and signed for or on behalf of Creative Landfill Pty Ltd by any secretary, director, manager, attorney, credit manager, other duly authorised officer or solicitor of Creative Landfill Pty Ltd from time to time.

1.4 Continuing Guarantee

This Guarantee is a continuing security for the whole of the Guaranteed Moneys and all other money payable under this Guarantee notwithstanding any settlement of account, intervening payment or anything else, until the Guaranteed Moneys and all other moneys payable under this Guarantee have been paid in full.

2 GUARANTOR'S OBLIGATIONS

2.1 Principal Obligations

The Guarantor's obligations:

- (a) are principal obligations and not ancillary or collateral to any other obligation; and
- (b) may be enforced against the Guarantor without Creative Landfill Pty Ltd being required to exhaust any remedy it may have against the Debtor or to enforce any security it may hold with respect to the guaranteed moneys.

2.2 Obligations Absolute and Unconditional

The liability of the Guarantor is absolute and unconditional and is not affected by anything which, but for this provision might operate to exonerate it from any of its obligations including, without limitation, any one or more of the following (whether occurring with or without the consent of any person):

- (a) the grant to the Debtor, the Guarantor or any other person at any time, waiver or other indulgence or concession or any whole or partial discharge or release of the Debtor, the Guarantor or any other person;
- (b) any transaction or arrangement that may take place between Creative Landfill Pty Ltd and the Debtor, the Guarantor or any other person;
- (c) the bankruptcy, winding up, liquidation, becoming an insolvent under administration (in terms of the Corporation Law), the appointment of an administrator to or the death of the Debtor, the Guarantor or any other person;
- (d) the fact that Creative Landfill Pty Ltd or any other person takes or fails to take any other guarantee or security;
- (e) the fact that Creative Landfill Pty Ltd or any other person exercises or refrains from exercising any other guarantee or security or any of the rights, powers or remedies conferred on it by the law or by any agreement, or fails to recover, by exercise of any such rights, any moneys owing to Creative Landfill Pty Ltd by the Debtor;
- (f) the variation (including a variation which increases the Guaranteed Moneys) replacement, extinguishment, loss, release, discharge, abandonment or transfer either in whole or in part of any agreement or document relating to the Guaranteed Moneys including any other guarantee or security now or in the future held by Creative Landfill Pty Ltd from any person;
- (g) the obligations of the Debtor or the Guarantor or any other person under any agreement or document relating to the Guaranteed Moneys including any other guarantee or security, being or becoming wholly or partially illegal, void, voidable or unenforceable;
- (h) the failure by Creative Landfill Pty Ltd to give notice to the Guarantor or any default by the Debtor or any other person;
- (i) any legal limitation, disability, incapacity or other circumstance related to the Debtor, the Guarantor or any other person;
- (j) the fact that any person who was intended to be bound as Guarantor or surety in respect of the Guaranteed Moneys does not become bound or, having done so, ceases to be bound;
- (k) any laches, acquiescence, delay, acts, omissions or misuses on the part of, or suffered by Creative Landfill Pty Ltd or any other person, in relation to this Guarantee or any other guarantee, security, agreement, or negotiable instrument; or
- (l) if the Debtor is a partnership any changes in membership of that partnership.

3 PREFERENCES

If, after Creative Landfill Pty Ltd applies any amount against any of the Guaranteed Moneys it forms the view that it's obliged to make a payment in respect of the amount so applied by it to any person under any law relating to bankruptcy, winding up or the protection of creditors;

- (a) Creative Landfill Pty Ltd rights are to reinstated and will be the same in respect of that amount, or in the relevant part of it, as if the application, or the payment or transaction giving rise to it, had not been made; and
- (b) The Guarantor shall immediately do anything (including the signing of the documents) required by Creative Landfill Pty Ltd to restore to Creative Landfill Pty Ltd any security or guarantee to which it was entitled immediately before that application or the payment or transaction giving rise to it.

4 SUSPENSION OF GUARANTOR'S RIGHTS

4.1 Suspension of rights

Until the Guaranteed Moneys and other moneys payable under this Guarantee have been irrevocably paid and discharged in full, the Guarantor may not;

- (a) share in any security or guarantee held or money received by Creative Landfill Pty Ltd in respect of the Guaranteed Moneys or stand in the place of Creative Landfill Pty Ltd in respect of any such security or guarantee or right to receive money;
- (b) take any steps to enforce a right or claim against the Debtor in respect of any money paid by the Guarantor to Creative Landfill Pty Ltd under this Guarantee; or
- (c) have or exercise any rights as surety in competition with Creative Landfill Pty Ltd.

4.2 Winding up or Bankruptcy of Debtor

If the Debtor is wound up or bankrupted, the Guarantor irrevocably authorises Creative Landfill Pty Ltd (but without any obligation on the part of Creative Landfill Pty Ltd) to:

- (a) prove for all moneys which the Guarantor has paid under the Guarantee; and
- (b) retain and carry to a suspense account and appropriate at Creative Landfill Pty Ltd's discretion any dividends and other moneys received in respect of the Guaranteed Moneys, until the Guaranteed Moneys have been irrevocably paid and discharged in full.

5 INDEMNITY

5.1 Indemnity in respect of Guaranteed Moneys

For the consideration mentioned in clause 1.1, the Guarantor unconditionally indemnifies Creative Landfill Pty Ltd against any loss which Creative Landfill Pty Ltd may suffer because of any of the following:

- (a) the Guaranteed Moneys, in whole or in part, are not recoverable from the Debtor or having been recovered are repaid and restored;
- (b) the Debtor fails to carry out its obligations under any agreement it has entered into with Creative Landfill Pty Ltd.

5.2 Payment under indemnity

The Guarantor shall pay to Creative Landfill Pty Ltd on demand a sum equal to any loss in respect of which it indemnifies Creative Landfill Pty Ltd under this clause, including any of the Guaranteed Moneys (or any of the monies which if recoverable would have formed part of the Guaranteed Moneys) which are not or may not be recoverable.

6 INTEREST ON OVERDUE AMOUNTS

- (a) The Guarantor shall, on demand by Creative Landfill Pty Ltd, pay interest on any of the Guaranteed Moneys which are due and payable by it and unpaid (including interest payable under this clause).
- (b) Interest under paragraph (a) above will accrue from day to day from the due date for payment up to the date of actual payment before and (as a separate and independent obligation) after judgement at the same rate and in the same currency as interest is required to be paid on the relevant amount of the Guaranteed Moneys.

7 JOINT AND SEVERAL LIABILITY

If two or more persons are the Guarantor:

- (a) references to the Guarantor are references to them separately and as well refer to any two or any more of them together;
- (b) the promises by them in the Guarantee bind all of them together as well as bind each of them separately; and
- (c) the fact that one person is released from its promise does not mean that any other person is also released.

8 NO SECURITY OR GUARANTOR

The Guarantor has not taken and shall not take security from the Debtor for or in consideration of the Guarantor assuming its obligations or any part of them under this Guarantee.

9 CHARGING CLAUSE

- 9.1 To further secure the Guaranteed Moneys the Guarantor hereby charges with payment of the Guaranteed Moneys all the right, title estate and interest which it now has or may hereafter during the currency of the Guarantee acquire in any freehold or leasehold property.
- 9.2 The Guarantor further agrees that if demand is made on it by Creative Landfill Pty Ltd the Guarantor will immediately execute a mortgage in registrable form or other instrument of security, as required by Creative Landfill Pty Ltd, and if it fails to do so within a reasonable time of being so requested, the Guarantor irrevocably and by way of security appoints any secretary, director, manager, attorney or credit manager engaged by Creative Landfill Pty Ltd from time to time to be its true and lawful attorney to execute and register such instruments.

10 COSTS

The Guarantor indemnifies Creative Landfill Pty Ltd against, and shall pay Creative Landfill Pty Ltd on demand, the amount of all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and all fees or other duties or charges levied by any Government agency, in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of the Guarantee;
- (b) the enforcement to attempted enforcement or preservation or attempted preservation of any rights under the Guarantee, and
- (c) any amendment to, or any consent, approval, waiver, release or discharge of or under his Guarantee.

11 NOTICES

11.1 Method of Giving Notices

A notice, consent, approval or other communication (each a "Notice") under this Guarantee shall be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered: or
- (b) sent by pre-paid mail to that person's address.

11.2 Time of Receipt

A notice given to a person in accordance with this clause is treated as having been given and received on the day of actual delivery.

11.3 Address for Notices

For the purpose of this clause, a person (the "sender") may take the address of another person (the "recipient") to be:

- (a) the address given in this Guarantee; or
- (b) where the recipient notifies the sender of another address, the last address so given

12 LAW AND JURISDICTION

The law of the state in which this Guarantee is lodged shall apply to the terms of this Guarantee and any proceedings in respect of or any cause of action arising out of this Guarantee shall, at the option of Creative Landfill Pty Ltd, be instituted, heard and determined in a court of competent jurisdiction in the Capital City of that State and such court shall be deemed to possess territorial jurisdiction to hear and determine such proceedings.

13 PRIVACY ACT

To comply with the *Privacy Act 1988 (As Amended)* the Guarantor acknowledges that Creative Landfill Pty Ltd has informed it, in accordance with section 18E(8)(c) of the *Privacy Act* that certain personal items of personal information about the Guarantor contained in or relating to this Guarantee and permitted to be kept on a credit information file may be disclosed to a credit reporting agency. Furthermore, the Guarantor agrees, in accordance with the following sections; sections 18H(3), 18K(1)(b), 18K(1)(c), 18K(1)(h), & 18N(1)(b) that use by Creative Landfill Pty Ltd of the relevant information referred to in those sections may occur for the purpose of assessing this Guarantee.

13.1 Privacy Amendment (Private Sector) Act 2001

To comply with the *Privacy amendment (Private Sector) Act 2001* the Guarantor acknowledges that Creative Landfill Pty Ltd has provided a copy of its Privacy Policy and Statement and Declaration. Furthermore, the Guarantor agrees that all personal information obtained by Australasian Pipeline and Pre-cast Pty will be utilised in Creative Landfill Pty Ltd's absolute discretion in accordance with the National Privacy Principles and Creative Landfill Pty Ltd's Privacy Policy. Moreover the Guarantor expressly consents to the use and disclosure of all personal information relating to credit information that Creative Landfill Pty Ltd may from time to time need to disclose to a credit reporting agency.

14 TRUSTEE PROVISIONS

- 14.1 The Guarantor does not execute this Guarantee as trustee of any trust unless it has told Creative Landfill Pty Ltd about that trust in writing before this Guarantee was signed.

- 14.2 If the Guarantor enters into this Guarantee as trustee of a trust after advising Creative Landfill Pty Ltd of this fact in accordance with clause 14.1 then the Guarantor:

- (a) is liable both personally and in its capacity as trustee;
- (b) gives Creative Landfill Pty Ltd an assurance that
- (i) the Guarantor is doing so, and is entitled to do so in a way that permits Creative Landfill Pty Ltd to resort to the trust property in priority to the claims of the beneficiaries;
- (ii) the Guarantor is entitled to be indemnified fully out of the property of the trust for its liabilities and obligations under this Guarantee in priority to the claims of the beneficiaries.

15 GENERAL

15.1 Assignment

Creative Landfill Pty Ltd may assign or transfer all or any part of its rights or obligations under this Guarantee without the consent of the Guarantor.

15.2 Creative Landfill Pty Ltd's Statement Conclusive

A statement, signed on behalf of Creative Landfill Pty Ltd by any of its authorised representatives, as to any matter or of any amount (including, without limitation, amounts owing by the Guarantor) at the date specified in the statement is conclusive in the absence of manifest error.

15.3 Execution

This Guarantee is binding on the Guarantor whether or not it is executed by Creative Landfill Pty Ltd or any other person or body corporate named as Guarantor.

15.4 Attorneys

Each attorney who executes this Guarantee on behalf of a party declares that the attorney has no notice of the revocation or suspension by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this Guarantee.

The GUARANTOR acknowledges that Creative Landfill Pty Ltd has advised it to seek independent legal advice as to the effect of the provisions of the Guarantee, prior to execution of this Guarantee.

EXECUTED as a deed

<div>1</div> <div>SIGNED BY</div> <div>(Signature) _____ Date _____</div> <div>(Print Name) _____ Guarantor</div> <div>Witness Name _____ Date _____ Print</div> <div>Address _____ _____</div> <div>Signature _____</div>	<div>2</div> <div>SIGNED BY</div> <div>(Signature) _____ Date _____</div> <div>(Print Name) _____ Guarantor</div> <div>Witness Name _____ Date _____ Print</div> <div>Address _____ _____</div> <div>Signature _____</div>
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<div>3</div> <div>SIGNED BY</div> <div>(Signature) _____ Date _____</div> <div>(Print Name) _____ Guarantor</div> <div>Witness Name _____ Date _____ Print</div> <div>Address _____ _____</div> <div>Signature _____</div>	<div>4</div> <div>SIGNED BY</div> <div>(Signature) _____ Date _____</div> <div>(Print Name) _____ Guarantor</div> <div>Witness Name _____ Date _____ Print</div> <div>Address _____ _____</div> <div>Signature _____</div>
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