

**Privacy Notice:** TCP collects, holds, uses and discloses personal information, including credit related personal information, in accordance with its APP privacy policy and credit reporting privacy policy (**Relevant Privacy Policies**) available on TCP's website at [www.tillys.com.au/privacy](http://www.tillys.com.au/privacy).

This Application must be completed in full with no alterations or deletions. Any such alterations or deletions may void the application and a new Application will have to be completed if requested by TCP.

By signing this Application the signatory or signatories, for and on behalf of the Customer (except in relation to item 6 below):

1. applies for an account with TCP on the terms contained in this Application and acknowledges and agrees that if an account is approved, the terms and conditions attached to this Application (which include security provisions) (**Terms and Conditions**) will govern and be applicable to the supply of any goods or services by TCP to the Customer;
2. acknowledges and agrees that all statements and representations made by or on behalf of the Customer in this Application and any other information given in support of this Application are true and complete in every detail;
3. warrants that it is, the Customer is and each director/partner/proprietor referred to in this Application is solvent and can each pay their respective debts as and when due and no steps have been taken to place any of them in bankruptcy, voluntary administration, liquidation, receivership or receivership and management and it will promptly notify TCP of any material changes to the Customer or its financial position;
4. agrees that the Customer will inform TCP of any changes in ownership, proprietorship, control, structure or management of the Customer or part thereof and that if there is any such change, TCP may require that a new application be made by the Customer and a new account opened;
5. acknowledges and warrants that it has read and understood this document (including the attached Terms and Conditions) and that it has been advised and been given a reasonable opportunity to seek independent legal advice;
6. acknowledges and warrants that it is authorised on behalf of the Customer to complete and sign this Application and to bind the Customer in contract and each person placing an order with TCP on behalf of the Customer will be duly authorised to act on behalf of the Customer and to place the relevant order;
7. acknowledges and agrees that:
  - (a) completing and submitting this Application does not infer that an account will be granted by TCP and that TCP reserves the right to refuse an application for an account without explanation; and
  - (b) TCP may in its absolute discretion suspend, withdraw, vary or terminate the account or trading limit;
8. acknowledges and agrees that the signatory or signatories have read and understood the Relevant Privacy Policies and:
  - (a) authorises TCP to make such enquiries, as it deems necessary, about the signatory or signatories and their consumer and/or commercial credit history, for the purpose of assessing or otherwise in connection with this Application (including to investigate the credit worthiness of the signatory or signatories) from time to time, including (but not limited to) the making of enquiries with persons nominated in this Application as trade references or bankers, and any (other) credit provider or a credit reporting body (such as Dun & Bradstreet (Australia) Pty Ltd and Veda Advantage Information Services and Solutions Limited) (the **Information Sources**);
  - (b) authorises the Information Sources to disclose to TCP personal information about the signatory or signatories which is within the possession of the Information Sources and which is requested by TCP;
  - (c) agrees that the personal information provided in, or otherwise obtained by TCP in connection with, this Application may be disclosed to a credit reporting body or any of the other Information Sources; and
  - (d) otherwise consents to the collecting, holding, using and disclosing of their personal information including credit related personal information as set out in the Relevant Privacy Policies and the Privacy Acknowledgement and Consent contained in section 10 of this Application.
9. In consideration of TCP granting an account to the Customer in accordance with this Application, the Customer undertakes to pay all amounts owing to TCP in accordance with the Terms and Conditions attached to this Application.

#### 10. **Privacy Acknowledgement and Consent**

In providing an account and/or its goods and/or services TCP may collect, hold, use and disclose personal information, including credit related personal information, in accordance with the Relevant Privacy Policies. The Relevant Privacy Policies set out how TCP will collect, hold, use, disclose and otherwise manage personal information, including credit related personal information, in accordance with the Privacy Act 1988 (Cth) (**Privacy Act**), the 13 Australian Privacy Principles (**APPs**) in the Privacy Act and the Credit Reporting Code implemented pursuant to the Privacy Act (**CR Code**).

The individual(s) about whom TCP may need to collect, hold, use and disclose personal information may include the Customer or the Customer's director(s) or any other individuals relevant to the Customer's application including but not limited to signatories of this form (**Relevant Individuals**). In particular TCP may require personal information about Relevant Individuals for the purposes set out in the Relevant Privacy Policies, including the purposes of assessing this Application or any other applications for an account or whether to accept a Relevant Individual as a guarantor. This may include TCP collecting a Relevant Individual's personal information from, or disclosing a Relevant Individual's personal information to a credit reporting body or other Information Source (including information about the failure to make a payment in accordance with the Terms and Conditions). This may result in a credit reporting body including the personal information and credit related personal information disclosed to it by TCP about a Relevant Individual in reports that are then provided to other credit providers for the purposes of those providers assessing a Relevant Individual's credit worthiness.

TCP may also disclose a Relevant Individual's personal information to the Customer or the Customer's or TCP's related bodies corporate, professional advisors, business partners, contractors, consultants, insurers, third party service providers that assist

TCP or the Customer with the provision or management of goods and/or services and/or administrative requirements, other credit providers, debt collection and recovery service providers, guarantors or prospective guarantors, entities that may have an interest in TCP, regulatory bodies and any other person or entity set out in the Relevant Privacy Policies or otherwise authorised by the Relevant Individual or law.

If a Relevant Individual does not provide the personal information as requested, TCP may not be able to consider the application for an account, provide an account to the Customer or otherwise provide goods or services to the Customer. Relevant Individuals who have any concerns about TCP's handling of their personal information, including credit related personal information, can direct those concerns to the Financial Controller of Tilly's Crawler Parts Pty Ltd, in accordance with the Relevant Privacy Policies. The Relevant Privacy Policies contain details of how Relevant Individuals can request access to, or correction of, personal information held about them by TCP, or otherwise make complaints or inquiries with respect to the handling of their personal information by TCP.

**The Relevant Individuals acknowledge and give consent to:**

- (a) TCP making enquiries with the Information Sources, and collecting their personal information including credit related personal information, for the purposes of assessing this Application;
- (b) TCP using and/or disclosing their personal information, including credit related personal information, obtained as a result of or in connection with enquiries made for the purposes of assessing this Application; and
- (c) TCP collecting, holding, using and/or disclosing personal information, including credit related personal information, otherwise in accordance with the Relevant Privacy Policies, the Privacy Act, the APPs, CR Code or other applicable law.

**SIGNED** for and on behalf of the Customer by its duly authorised representative:

.....  
Signature of authorised representative

.....  
Name of authorised representative

By signing this Application the signatory warrants that they have the power and authority to enter into this agreement on behalf of the Customer.

.....  
Position Title

.....  
Date

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