



# KELLY GREEN & CO.

**BORGER KELLY GREEN PTY LTD ABN: 496 334 80752**  
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**DEPOT**

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**BRISBANE · SUNSHINE COAST · GYMPIE**

## Privacy Authority

### 2. PRIVACY AUTHORITY

2.1 I/We authorise Borger Kelly Green Pty Ltd (BKG) to do the following:

2.2 Give credit reporting agencies personal information about me/ us of the kind set out in Section 18E(1) including. Information contained in this application, information about payments, which are overdue more than 60 days. Where recovery action has been taken, and in BKG's opinion that I/We committed a serious credit infringement.

2.3 Obtain from a credit reporting agency a credit report containing personal information about me /us as covered by Section 18(1)(b) and (h).

2.4 Give to and obtain credit providers information about my/our credit arrangements of the kind described in section 18N (1) (b) including information about my credit worthiness, credit standing, credit history or credit capacity.

### 3. STANDARD CONTRACT TERMS

3.1 I/We have read and understand your Contract Terms contained in this credit application and your Terms and Conditions of Hire contained in your rates schedule.

3.2 I/We agree that your Contract Terms & Terms and Conditions of Hire current at the time apply to transactions between us.

### 4. CREDIT APPLICATION

4.1 I/We declare that the information in this application is correct.

4.2 You may stop providing further credit at any time.

4.3 I/We acknowledge that failure to comply with your Standard Contract Terms will cause the withdrawal of credit facilities and lead to subsequent legal action.

4.4 You are not required to inform me/us of the amount of credit you decide to give me/us.

4.5 I/We understand that you may give credit for a different amount than is asked for in this application.

### 5. CONTRACT TERMS

5.1 These terms form part of each agreement between the supplier and the customer for supply of services by the supplier.

5.2 The customer agrees to pay the supplier within thirty days from the date of invoice.

5.3 If the customer defaults in payment under this agreement: (a) the customer must pay interest of 15.00 % per annum on unpaid invoices. (b) the customer must pay a \$25.00 administration fee per unpaid invoice. (c) the customer agrees to indemnify the supplier against any debt collection charges or legal costs it incurs in recovering overdue invoices. (d) the supplier will refer the customer to a credit reporting agency to record the default.

5.4 In any recovery proceedings, the customer agrees that it will not apply to change the venue of those proceedings if they are commenced by the supplier at a venue within 50 kilometres of the supplier's place of business.

5.5 Each agreement arising from this Application for credit is governed by the laws of the State of New South Wales.