

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE YOU SIGN PRIVACY ACT
MATTERS and PERSONAL GUARANTEE / INDEMNITY**

I, (insert full name)

of (insert residential address)

.....
hereby apply on behalf of the Applicant for a Credit Account to be opened with the Supplier and, in consideration of the Supplier agreeing to open such a Credit Account:

1. I warrant that I am a principal of the Applicant and am authorised to make this Application on the Applicant's behalf.
2. I hereby personally guarantee the payment of all monies payable from time to time by the Applicant to the Supplier and also the due and full compliance by the Applicant with the Supplier's Trading Terms. I further indemnify and agree to keep indemnified the Supplier in respect of any loss or expense incurred by the Supplier as a consequence of any failure by the Applicant to comply with the Supplier's Trading Terms. This guarantee and indemnity shall continue regardless of any extension of time or other indulgence that may be granted by the Supplier to the Applicant from time to time.
3. I warrant that the information provided by me in this Application is true and correct.
4. I acknowledge that the Supplier has furnished the Applicant with a copy of this Application and has advised the Applicant:
 - a. of the identities of the Supplier and Australian Gift and Homewares Association Limited ("the Association") and how to contact each of them; and
 - b. that the Supplier and the Association are able to gain access to the information supplied in this Application form; and
 - c. that if there is any default by the Applicant in making payment to the Supplier, the information collected in this Agreement, together with information as to the amounts claimed by the Supplier to be owing from time to time by the Applicant to the Supplier and legal or other steps taken by the Supplier to recover such amounts, (all of which information and any related information is called "the default information") may be furnished by the Supplier to the Association and the Association may disseminate all or any of the default information to its members and their employees from time to time; and
 - d. that the Supplier and the Association may therefore disclose all or any of the default information to other members of the Association and their employees; and
 - e. that if the Applicant cancels its order for the supply of goods with the Supplier, the information collected in this Agreement and the fact of such cancellation (collectively called "the cancellation information") may be reported by the Supplier to the Association and the Association may disseminate all or any of the cancellation information to its members from time to time; and
 - f. that the Supplier and the Association may therefore disclose the cancellation information to other members of the Association; and
 - g. that the supply of goods to the Applicant may be refused if any particulars requested by the Supplier are not provided by the Applicant or if these terms are not agreed to by the Applicant.
5. The Applicant consents to the default information and the cancellation information being disclosed to the Supplier and the Association and to other members of the Association and otherwise being used in the manner referred to in paragraph 4.
6. The Applicant acknowledges that the Supplier and the Association have requested the Applicant to let the Supplier and the Association know immediately in writing if at any time the Applicant believes that the default information or cancellation information collected, used or disclosed by the Supplier or the Association is not accurate, complete and up to date. The Applicant acknowledges having been advised by the Supplier and the Association that the Applicant is entitled to access the default information and the cancellation information from time to time and require the Supplier and the Association to take all reasonable steps to ensure that all such information is accurate, complete and up to date.
7. The Applicant indemnifies and will keep indemnified each of the Supplier and the Association against all actions, demands, liabilities, proceedings, judgements or orders, claims, costs and expenses which the Supplier and the Association may suffer, incur or sustain (including any liability which the Supplier and/or the Association may incur to the Applicant) in connection with or arising in any way whatsoever as a consequence of:
 - a. the collection use or disclosure of the default information and/or the cancellation information as referred to in paragraph 4; and
 - b. any such information not being accurate, complete and up to date.
 - c. any misuse and loss of such information;
 - d. any unauthorised access to, modification or disclosure of any such information;
 - e. the failure to provide the Applicant or anyone on its behalf with access to such information and the opportunity to correct any errors; and
 - f. the identification of any natural person in such information; and
 - g. any interference with privacy within the meaning of the Privacy Act (Commonwealth) by the Supplier or the Association; and
 - h. any breach of the said Act by the Supplier or the Association; and
 - i. any breach by the Supplier or the Association of the National Privacy Principles set out in Schedule 3 of the said Act.

Signed:

Dated:

As principal for and on behalf of the Applicant