

## PART FOUR

HVG FACADES PTY LTD is committed to your privacy. Our policy on the handling of personal information is to comply with the Australian Privacy Principles ("the APPs") for the fair handling of Personal Information (any information from which your identity is apparent) and Credit Information (your repayment and default history, amount and type of credit provided, and any default information) as set out in the Credit Reporting Privacy Code, the *Privacy Act 1988* and the *Privacy (Enhancing Privacy Protections) Act 2012* as amended. In accordance with those principles and the HVG FACADES PTY LTD Privacy Policy and Privacy Statement, a copy of which is located at [www.hvg.net.au](http://www.hvg.net.au) persons will be given access to their Personal and Credit Information on request. We use the types of Personal and Credit Information collected for several purposes which include considering and assessing applications for employment, enabling us to supply you with our products and/or services and for assessing Applications for Commercial Credit Account and Guarantee documents, managing accounts including overdue accounts and, if necessary, insuring our risk in collecting debts. This information may be disclosed to our related or associated entities, parties related to your employment (e.g. referees and others as set out in our Privacy Policy), contractors, other Credit Providers whether or not your account is overdue and, if necessary, our Risk Insurers, debt collectors, lawyers and other service providers, and Credit Reporting Bodies including Equifax Pty Ltd ([www.equifax.com.au](http://www.equifax.com.au)), illion Australia Pty Ltd ([www.illion.com.au](http://www.illion.com.au)) and others. If all or part of the information requested is not provided we may not be able to consider any application made by you or to supply you with our goods and/or services and we may not be able to process your Application for a Commercial Credit Account. If you have any questions or concerns about our Privacy Policy, the type of information we may hold about you, or for corrections or complaints about a breach of your privacy, please direct your requests to the Privacy Officer at our Head Office address at 29 Henderson St., Turrella, NSW 2205 or e-mail [privacy@hvg.net.au](mailto:privacy@hvg.net.au)."

**The person(s) signing this Application hereby warrants that he/she has read and fully understands the nature and effect of the HVG FACADES PTY LTD Terms and Conditions of Trade and:-**

- a) He/She/They have authority to sign on behalf of and to bind the Customer;
- b) The information provided is true and correct in every detail;
- c) He/She/It agree(s) to provide such updated and regular financial and trading information as HVG FACADES PTY LTD may reasonably require from time to time;
- d) He/She/It irrevocably grant permission to HVG FACADES PTY LTD before, during or after the provision of credit to give, receive and collect personal and credit information about the Customer to and from any Credit Reporting Body, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the *Privacy Act 1998*, the *Privacy (Enhancing Privacy Protections) Act 2012*, the Credit Reporting Privacy Code and the Australian Privacy Principles as amended from time to time ("the Acts"). This information may concern the Customer's Consumer Credit and/or Commercial Credit and trading arrangements including Guarantee documents, may consist of Credit Reports and other credit and trading information concerning the Customer and its business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Acts and HVG FACADES PTY LTD's Privacy Policy, Privacy Statement and Credit Reporting Policy and Notifiable Matters.
- e) He/She/It hereby indemnify(ies) HVG FACADES PTY LTD in respect of any claims or actions arising out of the obtaining or providing of information concerning the Customer."

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(if more than one)

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PART FIVE**

**HVG FACADES PTY LTD  
ABN 54 634 557 270  
29 Henderson Street, Turrella N S W 2205**

In consideration of HVG FACADES PTY LTD (ABN 54 634 557 270) the "Company" having agreed at the Guarantor's request to supply or continue to supply in its absolute discretion the Applicant (being the Applicant identified in the accompanying Application for Commercial Credit with goods and services on credit, the person(s) identified below as the guarantor(s) (the "Guarantor") agrees with the Company as follows:-

I/We, the undersigned

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

**(Name/s of guarantor)**

**(residential address of guarantor)**

do hereby \_\_\_\_\_ agree with the Company in the manner following, -that is to say (if more than one add 'jointly/severally')

1. THE guarantor/s hereby guarantee to the Company the due and prompt payment by the Applicant of all monies as they fall due and become payable for all goods and/or services the Company has supplied or as it will supply from time to time in its discretion to the Applicant notwithstanding the Guarantors shall not have notice of any neglect or omission on the Applicant's part to pay for such goods and/or services according to the terms agreed on between the Company and the Applicant.
2. THIS guarantee is a continuing guarantee and is not wholly or partially discharged until all credit arrangements between the Company and the Applicant are ended, all amounts owing to the Company by the Applicant are paid, all obligations of the Applicant to the company are complied with in full and the Guarantee has been discharged in writing by the Company.
3. THIS guarantee shall not be determined or in any way prejudiced by, but is to continue to be binding upon the guarantor/s notwithstanding any change which shall or may result from the death or otherwise of the Applicant (or any member of the Applicant) and notwithstanding that the guarantor(s) may cease to be directors or employees of the Applicant and notwithstanding the Applicant's amalgamation with or its absorption of or by any other corporation company firm or partnership.
4. THIS Guarantee shall not be determined by the death or bankruptcy of any guarantor but shall be binding upon his executors, administrators and assigns.
5. THE Company shall be at liberty with discharging the guarantor(s) from liability hereunder to grant time or other indulgence to the Applicant in respect of payment for goods and/or services supplied by the Company to it/him/them and to treat the guarantor(s) in all respects as though the guarantor(s) were equally liable with the Applicant as debtors to Company instead of being merely sureties for the Applicant and in order to give full effect to the provisions of this guarantee the guarantor(s) hereby waive and each of them hereby waives all rights, defences and remedies inconsistent with the provisions of this guarantee and which the guarantor(s) might otherwise, as sureties, be entitled to claim, rely on or enforce to avoid liability to the Company.
6. THE Company may at any time or times at its absolute discretion and without giving any notice whatsoever to the guarantor(s) refuse further credit or supplies of goods and/or services to the Applicant and may grant to the Applicant or to any drawers acceptors or endorsers of bills of exchange promissory notes or other securities received by the Company from the Applicant or on which the Applicant may be liable to the Company any time or other indulgence and compound with it or them respectively without discharging or impairing the guarantor(s) liability under this guarantee.
7. WHERE this guarantee is given by two or more persons or companies it shall be enforceable against the guarantors jointly and each of them severally.

**PART FIVE** ..... cont.

8. THE guarantor(s) indemnify and agree to keep indemnified the Company against all loss, damages, costs and expense (including legal costs and expenses on a full indemnity basis) which the company may sustain or incur in consequence of:-
  - (a) the failure by the Applicant for any reason to pay in full and when due for all goods and/or services now or hereafter supplied by the Company, and
  - (b) the contemplated attempted or actual enforcement by the company of this guarantee.
9. THIS Guarantee:-
  - (a) is a principal obligation
  - (b) may be enforced before or at the same time as or after any other remedy is exercised or is enforced by the Company against the Applicant,
  - (c) may be enforced regardless of whether any remedy is exercised or is enforced by the Company against the Applicant;
  - (d) is not affected by any event or circumstance which, but for this provision, might operate to release, postpone, vary or otherwise affect it;
  - (e) is enforceable and takes effect in priority to any claim or security or right of the guarantor(s) against the Applicant; and
  - (f) may be assigned by the Company without the consent of the guarantor(s) or the Applicant.
10. A certificate signed by any of the director/s, secretary, manager or authorised officers of the Company shall be prima facie evidence of the amount of the Applicants indebtedness and liability mentioned in such certificate to the Company.
11. THIS guarantee shall not be prejudiced or affected by the appointment of a liquidator or receiver or administrator to the affairs of the Applicant, or if any contract of supply between the Applicant to the Company is disclaimed by such liquidator, receiver or administrator.
12. EACH Guarantor hereby charges with payment of the monies and the compliance with all obligations secured by this Guarantee all beneficial interests (freehold and leasehold) in real property held now or in the future by the Guarantor. Each Guarantor agrees that if demand is made upon him or her or it by the Company, the Guarantor will immediately execute a mortgage (the terms of such mortgage as determined by the Company) or other instrument of security, or consent to a caveat, as required by the Company to better secure the obligations of the Guarantor under this guarantee and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably appoints the Company and any agent or solicitor of the Company to be the Guarantor's true and lawful attorney to execute and register such instrument.
13. The Guarantor hereby acknowledges that he/she has read and understood Part 4 of the Application for Commercial Credit Account, including HVG FACADES PTY LTD's Privacy Statement, Privacy Policy, Credit Reporting Policy and Notifiable Matters found at [www.hvg.net.au](http://www.hvg.net.au). He/she irrevocably grants permission to HVG FACADES PTY LTD before, during or after the provision of credit to give, receive and collect personal and credit information about the Guarantor to and from any Credit Reporting Body, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the *Privacy Act* 1998, the *Privacy (Enhancing Privacy Protections) Act* 2012, the Credit Reporting Privacy Code and the Australian Privacy Principles as amended from time to time ("the Acts"). This information may concern the Guarantor's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Guarantor and may be used to assess or review at any time this application, to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Acts and HVG FACADES PTY LTD's Privacy Policy, Privacy Statement and Credit Reporting Policy and Notifiable Matters.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20**.....

**Signed by the Guarantor/s** ) \_\_\_\_\_

) \_\_\_\_\_

**In the presence of** ) \_\_\_\_\_

**Witness**