

**NATIONAL CREDIT CODE: DECLARATION OF PURPOSES FOR WHICH CREDIT PROVIDED**

The Customer declares that the credit to be provided to it by the credit provider is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

**IMPORTANT**

You should **only** sign this declaration if this credit/loan is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

**Signed for the Customer by:**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date of declaration

**ACKNOWLEDGEMENT AND AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)**

**CREDIT CUSTOMER**

I/We understand that the Customer has applied to Metcash for a Trading Account in relation to the supply of goods and services by Metcash from time to time.

I/We further acknowledge and understand that as directors/partners/principal/ or guarantor of the Customer (as applicable), Metcash may seek credit reporting information from a credit reporting body and credit information and credit eligibility information from other credit providers concerning my/our personal credit dealings.

Metcash maintains a credit reporting data management policy about the collection, management and disclosure of credit information and credit eligibility information held by it. This policy also addresses a number of matters required under the Credit Reporting Code of Conduct (**CR code**). A copy of this policy is available at Metcash's website at <http://www.metcash.com/footer/privacy-policy>.

**Acknowledgment and Authority that Credit Information may be given to a Credit Reporting Body**

I/We understand that Section 21D of the Privacy Act permits Metcash to disclose to a credit reporting body certain credit information, and other personal information, concerning my/our association with the Customer's credit application. I/We understand that the information which may be given to a credit reporting body includes:

- Identifying details of myself/ourselves.
- The type and amount of credit sought in an application to Metcash (or that I/We have offered to act as guarantor(s) in respect of the Trading Account arrangement).
- Payments of \$150 or more which become more than 60 days overdue.
- Advice that payments are no longer overdue.
- That in the opinion of Metcash I/we have committed a serious credit infringement in relation to consumer credit provided to me/us.
- That the credit provided to me/us by Metcash has been discharged.
- Any court judgment that relates to any credit that has been provided to, or applied for by, me/us.
- Any personal insolvency information about me/us (as defined in the Privacy Act 1988 (Cth)).

- Publicly available information about me/us that relates to my/our activities in Australia and my/our credit worthiness.

Metcash's Credit Reporting Data Management Policy contains the names and contact details of the credit reporting bodies to which Metcash is likely to disclose credit information collected about me/us. In addition, the Credit Reporting Data Management Policy contains the full list of the kinds of credit information and, the purpose for which Metcash collects and holds credit related personal information, as well as information about how you can access or seek correction of your credit information or lodge a complaint in relation to the handling of your credit information. The Metcash Credit Reporting Data Management Policy can be accessed at <http://www.metcash.com/footer/privacy-policy> or you may request a hard copy.

#### **Authority for Metcash to obtain and disclose Credit Information**

I/we authorise Metcash to:

- Obtain from a credit reporting body credit reporting information about me/us.
- Obtain information about my/our commercial activities or commercial credit worthiness from a business which provides information about commercial creditworthiness.
- Use or disclose such information for the purpose of assessing my/our application for commercial credit or collecting payments that are overdue in relation to the credit the subject of my/our application.

#### **Authority to Exchange Information with Other Credit Providers**

I/We authorise Metcash to seek and obtain from credit providers credit eligibility information about me/us for the purposes of assessing my/our application for credit, assisting in collecting payments that are overdue in relation to my/our credit, notifying other credit providers of a default by me/us, exchanging information with other credit providers as to the status of the Customer's loan where I/we are in default with other credit providers and assessing my/our credit worthiness. I/We understand this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give to or receive from each other under the Privacy Act.

#### **Banker's Opinions**

I/We authorise Metcash to seek and obtain a banker's opinion for purposes connected with my/our business, trade or profession.

#### **Authority for Trade Insurers**

I/We authorise a trade insurer in relation to an application by the Customer for commercial credit to obtain credit reporting information about me/us for the purposes of assessing whether to insure or the risk of insuring Metcash or assessing the risk of default by the Customer and/or me/us in our capacity as guarantors on the commercial credit application.

#### **Use of Information**

I/We understand the information obtained by Metcash may be used for any of the purposes referred to in this authority and to notify Metcash's successor and assigns, Metcash's financiers and/or any assignees or any lender to an assignee of Metcash's interests in any Amount(s) Payable arising under the Trading Terms between the Customer and Metcash from time to time.

#### **Disclosure to Guarantor**

I/We authorise Metcash to disclose credit eligibility information about me/us to:

- a guarantor, to keep the guarantor informed about the guarantee; and
- to someone I/we have indicated is a prospective guarantor, for the purpose of that person considering whether to offer to act as guarantor in relation to the commercial credit applied for by me/us.

I/We understand that the information disclosed can include any credit eligibility information that credit providers are allowed to disclose under the Privacy Act.

#### **PRIVACY ACT 1988 (CTH) – SECTION 20F(1) Item 3 - ACKNOWLEDGEMENT AND AUTHORITY BY GUARANTOR(S)**

I/We agree that Metcash may seek from a credit reporting body credit reporting information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the Customer. I/We agree that this agreement commences from the date of this agreement and continues until the credit the subject of the Customer's application is fully discharged.

I/We also agree that Metcash may give to and receive from another credit provider credit eligibility information about my/our consumer or commercial credit worthiness for the purpose of assessing a commercial credit application made by the Customer to the other credit provider, or collecting any payment under a commercial credit arrangement that is overdue to a credit provider by the Customer.

I/We agree that if the Customer's credit application is approved, then this Acknowledgment and Authority remains in force until the credit provided to the Customer(s) and the subject of the application has been fully discharged.

#### **AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)**

I/We have read and understand this Acknowledgement and Authority, and duly authorise Metcash to perform the actions described herein.