



Please read the instructions on page 4 first.



Hardware & General Supplies Limited

A.C.N 000 332 105 A.B.N. 81 000 332 105

Owner-Builders Application

Application for a 30 Day Commercial Credit Account for Owner-Builders
(including Husband & Wife and other partnerships).

(This account can be used at every Hardware & General store.)

I/We hereby apply to open a 30 day Owner-Builder's Commercial Credit Account with your company.
I/We wish the account to be called:

Our Address is: _____

Postal Address: _____

Please provide details for each Owner-Builder: *(all information is required)*

Surname	Given Names	Current Residential Address	Rent	Own Home	Own Other	Date of Birth <i>(Required)</i>	Drivers Lic. No. <i>(Required)</i>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

In order to qualify as an Owner-Builder at least one applicant must be the registered owner of property in NSW. If you are not the registered owner of the property you currently reside at, please provide the address of any property that you are the registered owner of:

<i>Office Use Only</i>	
Received:	Home Branch:.....
Sales Rep:.....	Account No:
ver: 11/2018	



General Information *(All customers must complete)*



Have you ever had an account with Hardware & General Supplies Ltd before? _____

Please provide the nearest relative not living with you: Name _____

Address _____ Ph: (____) _____

You anticipate making monthly purchases of: \$ _____ *(This is not a credit limit and is for our guidance only).*

Who looks after paying your account?: _____

Ph: _____ Mobile: _____ Fax: _____

E-mail: _____

Would you like your invoices emailed to you on a: daily, or weekly, or monthly basis?

Have you or any of your co-applicants:

- 1. Ever been known by another name? (including maiden and "Australianised" names) **YES / NO**
If YES please provide details _____
- 2. Ever been declared bankrupt? **YES / NO** If Yes – when? _____
- 3. Entered into any arrangement with creditors pursuant to the Bankruptcy Act? **YES / NO**
If YES please provide details: _____

PRIVACY ACT NOTICE.

- 1. Hardware & General Supplies Ltd ("the Company") is bound by the 13 Australian Privacy Principles as set out in the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth) ("the Act"). The Company holds personal information for the following purposes: **(i)** Credit Assessment both initial and ongoing, **(ii)** internal accounting and administration, **(iii)** to protect you and us from fraud, **(iv)** to help us identify other products or services or promotions that might be beneficial to you and to inform you about them.
- 2. Pursuant to the provisions of the Act, the applicant(s) and guarantor(s) are informed that identity particulars and personal and possibly sensitive information relating to the applicant(s) and guarantor(s) may be disclosed by Hardware & General Supplies Ltd. ("the Company") to a credit reporting business.
- 3. Pursuant to the Act the applicant(s) and guarantor(s) agree for the purpose of the Company assessing this application both initially and in an ongoing manner or if collecting overdue payments, to the Company obtaining and keeping from any credit reporting business reports containing personal information about the applicant(s) and guarantor(s) or information about the applicant's and guarantor's commercial activities, repayment history or commercial and/or personal creditworthiness.
- 4. Pursuant to the Act the applicant(s) and guarantor(s) agree to the Company keeping and disclosing to or receiving from any other credit provider any credit report or personal information relative to their creditworthiness, credit standing, credit history, repayment history or credit capacity for any of the following purposes: **(i)** to assess this or another application for credit; **(ii)** to notify other credit providers or credit reporting businesses of a default by the applicant(s) and/ or guarantor(s); **(iii)** to exchange information with other credit providers or credit reporting businesses as to the status or repayment history of any account held with the Company or with another credit provider; **(iv)** to assess the applicant's and guarantor's creditworthiness at any time.

PLEASE READ CAREFULLY

I/We certify I/We have read and understood and agree to the Terms of Sale and Conditions of Account (printed separately) and in particular I/We acknowledge that your customary credit terms require payment on the 30th of the next month from the date of invoicing.

GUARANTEE and INDEMNITY

IN CONSIDERATION OF YOUR (HARDWARE & GENERAL) HAVING AGREED TO PROVIDE CREDIT AND ACCOMMODATION TO THE CUSTOMER I/WE THE UNDERSIGNED HEREBY EACH GUARANTEE JOINTLY AND SEVERALLY TO YOU THE PAYMENT ON DEMAND OF ALL MONIES WHICH ARE OR SHALL HEREAFTER BECOME DUE TO YOU BY THE CUSTOMER OR PURSUANT TO THE ABOVE ACCOUNT. THIS GUARANTEE SHALL BE A CONTINUING GUARANTEE AND SHALL NOT BE LIMITED IN AMOUNT OR BE AFFECTED BY YOUR GIVING TIME OR ANY OTHER INDULGENCE TO THE CUSTOMER NOR BY ANY CHANGE IN THE NAME OR IDENTITY OF THE LEGAL ENTITY OPERATING THE ACCOUNT, NOR SHALL ANY OF YOUR RIGHTS TO SUE THE CUSTOMER BE AFFECTED HEREBY. WE EACH ACKNOWLEDGE AND AGREE THAT OUR GUARANTEE IS UNLIMITED AND WILL OPERATE IRRESPECTIVE OF WHETHER ONE OR MORE OF US MAY BE FOUND TO HAVE NOT EFFECTIVELY SIGNED.

I/WE ALSO HEREBY JOINTLY AND SEVERALLY INDEMNIFY YOU AGAINST ALL LOSS AND/OR DAMAGE ARISING FROM PAST, PRESENT OR FUTURE DEALINGS WITH THE CUSTOMER AND/OR US AS A SEPARATE UNDERTAKING UNCONDITIONALLY. WE EACH INDEMNIFY YOU AGAINST LOSSES OR COSTS INCURRED AS A RESULT OF DISGORING MONIES TO A LIQUIDATOR OF THE CUSTOMER. YOU NEED NOT INCUR ANY EXPENSE OR MAKE ANY PAYMENT BEFORE ENFORCING THESE RIGHTS TO INDEMNITY. YOU MAY MAKE ANY ARRANGEMENT AND/OR COMPROMISE WITH ANY OF US, OBTAIN ADDITIONAL GUARANTEES, INDEMNITIES AND/OR SECURITIES FROM ANY PARTY AND/OR RELEASE AND/OR COMPROMISE WITH ANY OF US OR ANY OTHER PARTY WITHOUT AFFECTING OUR LIABILITY TO YOU. WE EACH AGREE THAT OUR LIABILITY TO YOU ARISES WITHOUT ANY DEMAND BY YOU UPON THE CUSTOMER AND/OR ANY OTHER OF US.

PURSUANT TO THE PRIVACY ACT WE AGREE AND AUTHORISE YOU TO ASK FOR, GIVE AND/OR EXCHANGE ANY PERSONAL CREDIT INFORMATION WITH ANY OTHER PARTY (INCLUDING SUPPLIERS AND CREDIT REPORTING AGENCIES) THAT IS NECESSARY FOR THE PURPOSES OF ASSESSING WHETHER TO ACCEPT OR CONTINUE TO ACCEPT US AS GUARANTOR(S) IN RESPECT OF CREDIT APPLIED FOR OR PROVIDED TO THE CUSTOMER.

TO SECURE PAYMENT OF ALL MONIES WHICH MAY BECOME PAYABLE BY THE GUARANTOR(S) TO THE COMPANY UNDER THIS GUARANTEE AND INDEMNITY WE HEREBY CHARGE WITH THE DUE PAYMENT OF THOSE MONIES ALL OF OUR INTEREST IN REAL PROPERTY BOTH PRESENT AND FUTURE AND WE EACH CONSENT TO THE COMPANY LODGING A CAVEAT OR CAVEATS NOTING ITS INTERESTS HEREUNDER. IN ADDITION WE EACH GRANT THE COMPANY A SECURITY INTEREST OVER ALL PRESENT AND ALL AFTER ACQUIRED PROPERTY AND CONSENT TO THE COMPANY REGISTERING ITS INTERESTS PURSUANT TO THE PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA) AND WAIVE ANY RIGHTS UNDER THE FOLLOWING PROVISIONS OF THE PPSA TO THE EXTENT THAT IT IS PERMITTED BY LAW; (S.95), (S.118), (S.121(4)), (S.129), (S.130), (S.132(2)), (S.152(4)), (S.135(2)), (S.137(3)), (S.142), (S.143), (S.157(1)), (S.157(3)). THE COMPANY MAY ALSO CONTRACT OUT OF ANY OTHER PROVISIONS OF THE PPSA NOT SPECIFIED ABOVE AS MAY BE PERMITTED BY THE PPSA AND AS THE COMPANY DETERMINES FROM TIME TO TIME. WE EACH AGREE THAT WHERE THE COMPANY HAS RIGHTS IN ADDITION TO THOSE UNDER PART 4 OF THE PPSA, THOSE RIGHTS SHALL CONTINUE TO APPLY.

WE EACH AGREE TO EXECUTE ANY DOCUMENTS AND DO ALL THINGS NECESSARY BY US FOR YOU TO REGISTER ANY INTEREST ON THE PPSA REGISTER OR A MORTGAGE SECURITY OR OTHER INSTRUMENT OF SECURITY OVER ANY REAL PROPERTY AND IN THE EVENT THAT WE FAIL TO DO SO WITHIN 7 DAYS TIME OF BEING SO REQUESTED, WE HEREBY IRREVOCABLY APPOINT YOUR CREDIT MANAGER OR SOLICITOR TO BE OUR TRUE AND LAWFUL ATTORNEY TO EXECUTE AND REGISTER SUCH INSTRUMENTS.

ANY PART OF THIS AGREEMENT SHALL BE SEVERABLE WITHOUT AFFECTING ANY OTHER PART OF THIS AGREEMENT. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS AND COURTS OF NEW SOUTH WALES.

I/WE RESERVE THE RIGHT TO REVOKE THIS GUARANTEE AND INDEMNITY AT ANY TIME BY A NOTICE IN WRITING PROVIDED THAT SUCH REVOCATION SHALL BE EFFECTIVE ONLY UPON ITS ACKNOWLEDGED DELIVERY TO A DIRECTOR OR THE CREDIT MANAGER OF HARDWARE & GENERAL SUPPLIES LTD. AND ONLY IN RESPECT OF DEALINGS BY THE CUSTOMER WITH YOU AFTER THE DATE OF RECEIPT.

I/We warrant that the facts and information provided herein are true and correct. If there is more than one applicant we are each signing as customer and/or in our personal capacities as guarantors.

1. Signature:..... Witness Signature:.....
Name: Witness Name:.....
Address:..... Witness Address:.....
Date: _____

2. Signature:..... Witness Signature:.....
Name: Witness Name:.....
Address:..... Witness Address:.....
Date: _____

3. Signature:..... Witness Signature:.....
Name: Witness Name:.....
Address:..... Witness Address:.....
Date: _____

IMPORTANT NOTICE: If you sign this agreement you may be required to pay someone else's debts. You should ensure that you read and understand its terms. If necessary seek independent professional advice.

PLEASE READ BEFORE FILLING IN THE ACCOUNT APPLICATION FORM

The Terms of Sale and the Terms and Conditions of Credit Accounts that form part of this application are contained on a separate annexure to this document. Additional copies are available at any time from our website www.hg.com.au or from the Accounts Department – telephone 8456 1240 during business hours. Please contact us if you did not receive a copy with the application.

This account application and the guarantee are a legal document, please read it all carefully and if you are unsure about what you are signing seek independent legal advice before signing.

Please have all of the partners sign the document.

It is important that the form is filled in completely, signed by all Partners and that you provide all the information we ask for, otherwise we may not be able to process your application promptly, or at all.

If you choose you may give us SPECIAL INSTRUCTIONS in writing showing:

- who may use the account if you wish to allow other people such as a builder to have access,
- if you would like a password on your account (we recommend that you do this).

You may also amend or send us new instructions at any time by sending them in writing to our:

Accounts Department at PO Box 6428 Frenchs Forest NSW 2086, or by fax to 8456 1231.

Special instructions are accepted subject to the Terms and Conditions – especially clauses 49, 50 & 51.

Faxed or emailed application forms are not acceptable as we need to have the original signatures – **please post it back to us at PO Box 6428 Frenchs Forest NSW 2086**, or drop it in to any of our branches.

Early Payment (or Settlement) Discount. (Refer to clause 43 of the Terms & Conditions).

The account is due for payment by the 30th of each month, however we offer a 2% discount if:

- we receive your payment by the 20th and
- if payment is made by cash, cheque or e.f.t. (**but not by credit card**).

You must notify us on your remittance slip that you are claiming the 2% and we must receive it by the 20th of the due month.

Bank Account details

Hardware & General - Commonwealth Bank of Aust. BSB: 062127 Account: 00280360

Please include your company name and H&G Account Number in the description field so we can allocate your payment to your account (we receive many payments every day). You must also send us a remittance advice by either fax or email to:

Fax 02 8456 1231 or email to accounts@hg.com.au

Credit Cards.

Payments to your account made by credit card incur a surcharge.

We waive the surcharge entirely for customers who complete the credit card debit authority below. This is a convenient facility we offer our customers so they can avoid the hassle (and surcharges) involved with faxing or telephoning credit card payments through each month. Payments are processed after the statements are issued. Payments made by credit card are not eligible for the Early Payment Discount.

Credit Card Debit Authority (no surcharge applies).

This is an optional facility that we offer you to simplify your managing your account. We will debit your credit card each month so you can avoid the hassle (and surcharges) involved with faxing or telephoning your credit card payment through each month. Payments are processed after the statements are issued so that's one less thing for you to worry about. Payments made under this authority will not incur a credit card surcharge.

- Master Card Visa American Express

Name on the card:

Card Number:

Card Expiry Date: / / Card Holder's Signature:.....

If this credit application is approved and a credit account is opened, I authorise Hardware & General Supplies Ltd to debit the due balance of each account to the above credit card each month until further notice.