

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

Application for a Goods and Services Account with Bundaberg Regional Council

Section 1 - Type of Account requested by Applicant											
Activity Account(s) Requested:	<input type="checkbox"/> Account for general services <input type="checkbox"/> Account for commercial use of bulk water filling stations <small>Note: To apply for an account for the use of Bulk Water Filling Stations, you must also complete and submit FM-7-608 Application to Use Bulk Water Filling Stations</small> <input type="checkbox"/> Account for disposal of rubbish at waste management facilities <small>Note: To apply for an account for disposal of rubbish at waste management facilities, you must also complete and submit FM-7-005 Authority for Vehicles to Utilise Waste Management Facilities form.</small>										
Total Amount of Account Balance applied for:	<input type="checkbox"/> \$999.00 <input type="checkbox"/> \$4,999.00 <input type="checkbox"/> \$9999.00 <input type="checkbox"/> \$20,000.00 <small>N.B. Balance of the account must be paid in cleared funds by the due date shown on the invoice issued in connection with this Agreement, otherwise all account's the Applicant has with Bundaberg Regional Council may be suspended, and/or recovery action may follow without further notice on all accounts Applicant has with Bundaberg Regional Council.</small>										
Monthly purchase(s) expected:	<input type="checkbox"/> \$0.00 - \$999.00 <input type="checkbox"/> \$1000 - \$4999.00 <input type="checkbox"/> \$5000 - \$9999.00 <input type="checkbox"/> Exceed \$10000.00 <small>N.B. Balance of the account must be paid in cleared funds by the due date shown on the invoice issued in connection with this Agreement, otherwise all account's the Applicant has with Bundaberg Regional Council may be suspended, and/or recovery action may follow without further notice on all accounts Applicant has with Bundaberg Regional Council.</small>										
Section 2a – Applicant 1 Details											
Australian Business Number (A.B.N.) of Applicant 1:	Australian Company Number (A.C.N.) of Applicant 1:										
Legal Name of Applicant 1:											
Registered Business Name Applicant 1:											
Entity Type of Applicant 1:	<table border="1"> <thead> <tr> <th>Entity Type</th> <th>Documents to be provided.</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Company</td> <td> <input type="checkbox"/> Copy of Current Company search <input type="checkbox"/> Copy of Company Constitution <input type="checkbox"/> Copy of Current Credit Report </td> </tr> <tr> <td><input type="checkbox"/> Trading Trust (where this applies, please identify trustee type as well)</td> <td> <input type="checkbox"/> Copy of Trading Trust Agreement <input type="checkbox"/> Copy of Current Credit Report </td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td> <input type="checkbox"/> Copy of Partnership Agreement <input type="checkbox"/> Copy of Current Credit Report </td> </tr> <tr> <td><input type="checkbox"/> Individual/Sole Trader</td> <td> <input type="checkbox"/> Copy of Current Credit Report </td> </tr> </tbody> </table>	Entity Type	Documents to be provided.	<input type="checkbox"/> Company	<input type="checkbox"/> Copy of Current Company search <input type="checkbox"/> Copy of Company Constitution <input type="checkbox"/> Copy of Current Credit Report	<input type="checkbox"/> Trading Trust (where this applies, please identify trustee type as well)	<input type="checkbox"/> Copy of Trading Trust Agreement <input type="checkbox"/> Copy of Current Credit Report	<input type="checkbox"/> Partnership	<input type="checkbox"/> Copy of Partnership Agreement <input type="checkbox"/> Copy of Current Credit Report	<input type="checkbox"/> Individual/Sole Trader	<input type="checkbox"/> Copy of Current Credit Report
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<input type="checkbox"/> Partnership	<input type="checkbox"/> Copy of Partnership Agreement <input type="checkbox"/> Copy of Current Credit Report										
<input type="checkbox"/> Individual/Sole Trader	<input type="checkbox"/> Copy of Current Credit Report										
Applicant 1 Bank Account Details:	Bank Name: Bank Street Address: BSB: Account No.:										

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

Registered Business Street Address of Applicant 1: (Registered with ASIC) (Must be a street address)				
Registered Business Street Address of Applicant 1: (Registered with ASIC) (Must be a street address) Telephone No. of Applicant 1:			Post Code	
		Mobile No.		Fax No.
Registered Office (Registered with ASIC) (Must be the street address) of Applicant 1:				
Where Applicant 1 is a Company, the First Director's Full Name, DOB and Home Street Address: (Must not be a P.O. Box address & not the Applicant's business address)	..... Full Name			
	..... Date of Birth			
	..... Full Street Address			
	..... Mobile Number			
Where Applicant 1 is a Company, the Second Director's Full Name, DOB and Home Street Address: (Must not be a P.O. Box address & not the Applicant's business address)	..... Full Name			
	..... Date of Birth			
	..... Full Street Address			
	..... Mobile Number			

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

Where Applicant 1 is a Partnership, the First Partner's Full Name, DOB and Home Street Address: (Must not be a PO Box address & not the Applicant's business address)	..... Full Name Date of Birth Full Street Address Mobile Number
Where Applicant 1 is a Partnership, the Second Partner's Full Name, DOB, and Home Street Address: (Must not be a PO Box address & not the Applicant's business address)	..... Full Name Date of Birth Full Street Address Mobile Number
Email of Applicant 1:	
Website of Applicant 1:	

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

Section 2b – Applicant 2 Details				
Australian Business Number (A.B.N.) of Applicant 1:		Australian Company Number (A.C.N.) of Applicant 1:		
Legal Name of Applicant 2:				
Registered Business Name of Applicant 2:				
Entity Type of Applicant 2:	Entity Type		Documents to be provided.	
	<input type="checkbox"/> Company		<input type="checkbox"/> Copy of Current Company search <input type="checkbox"/> Copy of Company Constitution <input type="checkbox"/> Copy of Current Credit Report	
	<input type="checkbox"/> Trading Trust (where this applies, please identify trustee type as well)		<input type="checkbox"/> Copy of Trading Trust Agreement <input type="checkbox"/> Copy of Current Credit Report	
	<input type="checkbox"/> Partnership		<input type="checkbox"/> Copy of Partnership Agreement <input type="checkbox"/> Copy of Current Credit Report	
	<input type="checkbox"/> Individual/Sole Trader		<input type="checkbox"/> Copy of Current Credit Report	
Applicant 2 Bank Account Details:	Bank Name: Bank Street Address: BSB: Account No.			
Registered Business Street Address of Applicant 2: (Registered with ASIC) (Must be a street address)				
			Post Code	
Telephone No. of Applicant 2:		Mobile No	Fax No	
Registered Office (Registered with ASIC) (Must be the street address) of Applicant 2:				

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

<p>Where Applicant 2 is a Company, the First Director's Full Name, DOB and Home Street Address: (Must not be a P.O. Box address & not the Applicant's business address)</p>	<p>..... Full Name</p> <p>..... Date of Birth</p> <p>..... Full Street Address</p> <p>..... Mobile Number</p>
<p>Where Applicant 2 is a Company, the Second Director's Full Name, DOB and Home Street Address: (Must not be a P.O. Box address & not the Applicant's business address)</p>	<p>..... Full Name</p> <p>..... Date of Birth</p> <p>..... Full Street Address</p> <p>..... Mobile Number</p>
<p>Where Applicant 2 is a Partnership, the First Partner's Full Name, DOB and Home Street Address: (Must not be a PO Box address & not the applicant's address if a business)</p>	<p>..... Full Name</p> <p>..... Date of Birth</p> <p>..... Full Street Address</p> <p>..... Mobile Number</p>

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

<p>Where Applicant 2 is a Partnership, the Second Partner's Full Name and Home Street Address: (Must not be a PO Box address & not the applicant's business address)</p>	<p>..... Full Name</p> <p>..... Date of Birth</p> <p>..... Full Street Address</p> <p>..... Mobile Number</p>
Email of Applicant 2:	
Website of Applicant 2:	

Section 3 – Delivery of Invoices/Statements for Applicant	
Elect to receive invoices electronically (N.B. Where 'Yes' to receiving electronic invoices is selected, then No hard copy invoices will be issued By Bundaberg Regional Council)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address for Invoices for Applicant 1:	
Email Address for Invoices for Applicant 2:	
Completed Fields	The fields contained in this Agreement must be completed truthfully, accurately, and completely, to allow the Bundaberg Regional Council ('Council') to properly consider the information contained herein. Where the fields are not properly completed, this information shall not be assessed by Council, and goods and/or services shall NOT be provided to the Applicant(s) by Council.

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

You should seek independent legal advice if you do not understand the terms and conditions contained herein, or any other part of this document, before this Agreement is signed.

Section 4 – Declaration, Terms and Conditions and Credit Information Agreement

The Applicant, with the full knowledge of the provisions of the *Privacy Act 1988 (Cth)* and the *Information Privacy Act 2009 (Qld)*, hereby consents to:

1. Allowing Bundaberg Regional Council to disclose to and or obtain from a credit reporting agency and or credit provider information of a personal nature (including but not limited to credit information within the meaning of the *National Consumer Credit Protection Act 2009 (Cth)*, and personal information within the meaning of the *Information Privacy Act 2009 (Qld)*), pertaining to the Applicant;
2. Allowing Bundaberg Regional Council to obtain reports containing information of personal credit, commercial activities and/or credit worthiness (including but not limited to credit information within the meaning of the *National Consumer Credit Protection Act 2009 (Cth)*, and personal information within the meaning of the *Information Privacy Act 2009 (Qld)*), pertaining to the Applicant;
3. That in this disclosure Agreement, the ‘Applicant’ company includes all Directors, and in the case of a non incorporated entity, includes all partners, trustees, office holders etc.
4. That information of a personal nature includes, identification particulars, the fact that the Applicant has applied for credit and the amount applied for, the fact that Bundaberg Regional Council is considering whether to provide the Applicant with an account for the purchase of goods and/or services, the fact that payments are overdue, advice that payment is no longer overdue, credit infringements, and information which includes but is not limited to credit information within the meaning of the *National Consumer Credit Protection Act 2009 (Cth)*, and personal information within the meaning of the *Information Privacy Act 2009 (Qld)*;
5. Allowing Bundaberg Regional Council to disclose to a third party, including Bundaberg Regional Council’s debt recovery agent, its lawyers, law firm which it retains, council accountants, council auditors, council staff, council employees, and council contractors, for the purpose of recovering any moneys owed by the Applicant to Council whatsoever, or to any other government entity, quasi government entity, court, tribunal, and/or other judicial forum.
6. Bundaberg Regional Council shall collect the Applicant’s personal information within the meaning of the *Information Privacy Act 2009 (Qld)*, and credit information within the meaning of the *National Consumer Credit Protection Act 2009 (Cth)*, in addition to the purposes referred to above, to assess the Applicant’s request for an account with Bundaberg Regional Council to purchase from Bundaberg Regional Council goods and/or services, including the disclosure of the Applicant’s personal information to credit reporting and debt collection agencies, for the purpose of verifying credit history and collection of unpaid debts, and reporting of same.

In addition to the above, Bundaberg Regional Council will deal with the Applicant’s personal information within the meaning of the *Information Privacy Act 2009 (Qld)*, in accordance with Bundaberg Regional Council’s Privacy Statement, *Information Privacy Act 2009 (Qld)*, and *Privacy Act 1988 (Cth)*.

Visit bundaberg.qld.gov.au/privacy for further information.

Terms and Conditions of Agreement

- 1) The Applicant irrevocably agrees to the terms and conditions contained herein.
- 2) The Signatory irrevocably agrees to the terms and conditions contained herein.
- 3) The Guarantors irrevocably agrees to the terms and conditions contained herein.
- 4) The fields and information contained in Sections 1, 2, 3, 4 and 5 of this document form part of this agreement (the ‘Agreement’).
- 5) The term ‘Applicant’ includes Applicant 1 and Applicant 2.
- 6) The term ‘Signatory’ means the authorised signatory for Applicant 1 and or Applicant 2, who executes this Agreement, and who maybe identified in this Agreement as the Applicant’s Signatory.
- 7) The term ‘Guarantors’ means the guarantor(s) identified in section 5 of this Agreement.
- 8) In this Agreement, unless the contrary intention is articulated, a reference to the singular includes the plural and vice versa, any gender includes all other genders, and a person includes a corporation, partnership, and an association, whether incorporated or not and vice versa.
- 9) The Applicant irrevocably warrants that the information contained in this Agreement is true, accurate, correct and

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

- complete.
- 10) The Applicant irrevocably warrants that the Applicant shall pay all invoices and accounts within 7 days of Bundaberg Regional Council ('Council') issuing an invoice to the Applicant and/or the Applicant's representative, and the Applicant shall immediately pay all moneys owed to Council upon the making of a demand by Council, in connection with goods and/or services provided by Council to the Applicant and/or on or at the Applicant's request, or in connection directly or indirectly with this Agreement, or otherwise.
 - 11) The Applicant irrevocably agrees where invoices issued by Council to the Applicant are overdue for more than 7 days from the date of the invoice, Council may cease to provide any goods and/services to the Applicant forthwith, and other accounts, supply of any other goods and/or services may cease, without further notice to the Applicant. In such circumstances, Council may cease to provide any goods and/or services to the Applicant.
 - 12) The Applicant irrevocably agrees that Council may at its discretion amend the limit placed upon the Applicant's account at any time.
 - 13) The Applicant irrevocably agrees that Council may at its discretion suspend and/or cancel the Applicant's account with Council at any time. Where Council suspends and/or cancels the Applicant's account, the entire balance of the said account becomes immediately due and payable by the Applicant to Council forthwith, without further notice.
 - 14) The Applicant irrevocably warrants that the Applicant shall pay all moneys owed to Council by the due date on the invoice(s) issued by Council, or upon demand made by Council to the Applicant and or the Applicant's public officers.
 - 15) The person signing this Agreement, being hereinafter referred to as the Signatory, irrevocably warrants that he or she is duly authorised by the Applicant to execute this Agreement on behalf of the Applicant, thereby binding the Applicant to the terms and conditions of this Agreement.
 - 16) The Applicant irrevocably warrants that the Applicant shall pay interest to Council in accordance with the provisions of section 133 of the *Local Government Regulation 2012 (Qld)* on any amounts overdue by more than 7 days. Interest pursuant to section 133 of the *Local Government Regulation 2012 (Qld)* on such overdue amounts is due and immediately payable upon demand.
 - 17) The Applicant irrevocably submits to the exclusive jurisdiction of the courts of the State of Queensland.
 - 18) The Applicant agrees that this Agreement shall be governed and interpreted using the laws of the State of Queensland.
 - 19) The Applicant irrevocably warrants to pay upon demand all legal costs and/or other expenses whatsoever incurred by Council in respect of this Agreement, personal guarantees, or other costs or expenses, including collection costs, dishonoured cheque fees, and/or expenses associated directly or indirectly with the enforcement or attempted enforcement of any rights Council has arising directly or indirectly from this Agreement.
 - 20) In any proceeding or claim brought or made against the Applicant, and/or Signatory, and/or Guarantors to this Agreement (on behalf of the Applicant) or Guarantors in connection with the Guarantee, a certificate signed by a Council Officer or Council employee, shall be prima facie evidence of the overdue amount (money/sum) owed by the Applicant to Council, and also the amount (money/sum) owed by the Signatory, and the amount (money/sum) owed by the Guarantor to Council.
 - 21) There is no requirement that Council first make a demand upon the Applicant, before bringing a claim against the Signatory and/or the Guarantor.
 - 22) All funds, monies, payments, and credits received by Council shall be applied as follows:
 - (a) Firstly, towards payment of any costs, charges, expenses and/or outgoings incurred, paid or owed by Council directly or indirectly in connection with the recovery of any monies owed to Council by the Applicant arising directly or indirectly from this Agreement;
 - (b) Secondly, towards payment of any interest which has accrued and/or is payable by the Applicant to Council (whether a demand having been made to the Applicant by Council or not); and
 - (c) Thirdly, towards payment of any money or any debt owed by the Applicant to Council, which arises or has arisen directly or indirectly from this Agreement, or otherwise, in the order the debt is recorded by Council, with the oldest debt owed to Council being paid first.
 - 23) Council shall not be deemed to have waived any of its rights in connection with this Agreement or agreed to any variation of this Agreement, unless such waiver and/or variation is in writing having been executed by the Chief Executive Office of the Council.
 - 24) The Council may in its absolute discretion determine, whether Council will or will not supply the Applicant with any goods and/or services, in connection with this Agreement.

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

- 25) Council may alter prices without direct notice to the Applicant, Signatory and/or Guarantor. The Applicant, Signatory and/or Guarantor agree to pay any goods and/or services tax, and any other government fees, duties, levies, imposts and/or taxes payable on goods or services provided by Council without deduction to the monies invoiced or demanded by Council.
- 26) The Applicant has undertaken its own enquiries to satisfy itself that any goods and/or services provided by Council to the Applicant is/are suitable for the Applicant's purposes.
- 27) It is the Applicant's sole responsibility to ensure that the goods and/or services supplied by Council to the Applicant are appropriately sufficient and/or suitable for the Applicant's purpose.
- 28) Council limits, to the full extent of the law, its liability for any goods and/or services supplied by Council to the Applicant, at the option of Council to:
 - (a) In the case of goods supplied by Council to any one or more of:
 - (i) Replacement of the goods or the supply of equivalent goods; or
 - (ii) Repair of the goods supplied by Council.
 - (b) In the case of services supplied by Council, supply of the services again.Subject to the above or any other immunity or limitation on liability Council may have, Council is not liable under any circumstances for any loss, damage or costs to persons, entities or property, of any nature as result, directly or indirectly, of any deficiency, discrepancy or defect in any goods and/or services provided by Council.
- 29) In the event, that Council commences a claim against the Applicant, the Signatory and/or the Guarantors, the Applicant, Signatory and Guarantors irrevocably warrant not to:
 - (a) In any defence or other legal document, assert that the claim or action brought by Council has been commenced in the wrong jurisdiction and/or location;
 - (b) Counterclaim against Council for damages; and
 - (c) Set off any moneys allegedly owed by Council to the Applicant.
- 30) The Applicant agrees to notify Council within 7 days of any change(s) to the Applicant's Corporate or Business Structure, business activity, change of ownership of the business, change to any partnership, change of ownership of the company, change of director(s), any change in shareholder(s), and any change of address (including but not limited to, the postal address, registered office, or business address).
- 31) The Applicant irrevocably warrants that the Applicant is solvent, and able to pay for all goods and services provided to it by Council, and in the event that the Applicant becomes insolvent, the Applicant warrants to inform Council in writing within 24 hours of such event.
- 32) The Applicant irrevocably warrants that the Applicant is not bankrupt, and has not received a creditors petition, or a statutory demand, or a wind-up notice/application or equivalent, and where the Applicant does receive such documentation or becomes bankrupt, the Applicant irrevocably warrants to inform Council in writing of such event and provide such documentation within 24 hours of receipt of such documentation and/or the happening of such event.
- 33) The Applicant irrevocably agrees that any notice (including invoices or demands) to be given under or in connection with this Agreement shall be in writing and posted, hand delivered, faxed or emailed to the intended recipient at the address or number specified in this Agreement (or any new address or number properly notified in writing). Notices given in this way will be deemed received 2 days after posting (if posted), on delivery (if hand delivered during business hours or immediately upon being left in the recipient's post box), when the sender's fax machine confirms that all pages of the fax were properly transmitted (if faxed), or when the sender's email system receives a 'message received' confirmation from the intended recipient or 15 minutes after sending the email where the sender does not receive a non-receipt message within 15 minutes of sending the email (if emailed).
- 34) This Agreement is not a credit contract within the meaning of the *National Credit Code*, nor is Council providing to the Applicant credit within the meaning of the *National Credit Code*, because Council is not providing the Applicant with credit in that payment of a debt owed by a person is not deferred, as the debt is not due until the due date on the invoice. Following the expiration of the due date, the amount referred to on the invoice is immediately due and payable by the Applicant to Council. Thus, there is no deferment of any debt. Nor does this Agreement create a situation where a person incurs a deferred debt to another. Council is not providing credit services to the Applicant within the meaning of section 7 of the *National Consumer Credit Protection Act 2009 (Qld)*. Council is not providing credit assistance to the Applicant within the meaning of section 8 of *National Consumer Credit Protection Act 2009 (Cth)*. Council is not acting as an intermediary within the meaning of section 9 of the *National Consumer Credit Protection Act 2009 (Cth)*. Council is not a credit provider or providing credit activity within the meaning of section 6 of the *National Consumer Credit Protection Act 2009 (Cth)*. Thus, the provisions of neither the

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

National Consumer Credit Protection Act 2009 (Cth), nor the *National Credit Code* apply to this Agreement. However, where contrary to the aforementioned, the provisions of either the *National Consumer Credit Protection Act 2009 (Cth)* or *National Credit Code* do apply, then Council has assessed, based upon the information and documentation provided by the Applicant, the Applicant's ability to pay for goods and/or services provided to it by Council.

35) If a provision of this Agreement is held by a court to be in whole or in part illegal, void or unenforceable, the offending provision will be severed from this Agreement to the extent and in the manner that best gives effect to the remaining provisions of this Agreement.

36) The Applicant irrevocably agrees that an order placed by the Applicant with Council for goods and/or services will constitute unqualified acceptance by the Applicant of the terms and conditions of this Agreement.

37) Any accrued rights and remedies of a party will survive termination or expiry of this Agreement.

38) The Applicant irrevocably warrants and represents to Council that the Applicant understands the legal significances and effect of signing this Agreement, and has had the opportunity or has obtained independent legal professional advice prior to signing this Agreement, and has not been coerced or pressured into sign this Agreement.

39) Any warranty which is capable of having future operation continues in force even after the parties obligations under this Agreement have been performed.

40) The contra proferentem rule will not apply. The identity of the party responsible for drafting this Agreement shall not affect the construction or interpretation of this Agreement.

41) A reference to legislation or to a legislative provision includes all regulations, orders, proclamations, notices or other requirements under that legislation, and any legislative amendments, modifications, re-enactments, or substitution thereof.

42) This Agreement is a deed.

43) The Applicant, Signatory and Guarantors irrevocably warrant, in addition to executing this Agreement, to initial each page of this Agreement.

I/We the undersigned (Signatory) are duly authorised to enter into this Agreement on behalf of the Applicant (thereby binding the Applicant to the terms and conditions of this Agreement), and have read the terms and conditions contained herein, and understand and agree to be bound by same, and hereby certify that all particulars and information provided by or on behalf of the Applicant is true, accurate, correct and complete.

In Consideration for the Bundaberg Regional Council agreeing to supply goods and/or services to the Applicant, and/or Bundaberg Regional Council permitting the Applicant to open an account with Council, I/We irrevocably warrant and agree, that as the Signatory (undersigned) of this Agreement, to adhere to the terms and conditions of this Agreement, and to be joint and severally liable for and shall pay to Bundaberg Regional Council any and all moneys (including accrued interest as set out in this Agreement), and make good any other obligations owed to Council arising directly or indirectly from this Agreement.

Applicant 1 Full Name of Company/Partnership /Individual together with A.C.N & A.B.N.	
Position of Authorised Signatory for Applicant 1 (Strikeout which is not relevant)	Director/Partner/Individual
Full Name of Authorised Signatory for Applicant 1	
Date of Birth of Authorised Signatory for Applicant 1	
Residential Street Address of Authorised Signatory (Must not be a PO Box address & not the applicant's business address)	

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

Executed as a deed SIGNED SEALED & DELIVERED Signature of Authorised Signatory for Applicant 1 Where Applicant 1 is a Corporation, executed pursuant to section 127(1) of the <i>Corporations Act 2001</i> (Cth)	EXECUTED AS A DEED	Date Agreement Signed	
Signature of Witness (Full Name, DOB and residential address of witness)	..... Signature of Witness Full Name Date of Birth Residential Address	Date Agreement Signed	
Applicant 2 Full Name Company/Partnership /individual together with A.C.N & A.B.N.			
Position of Authorised Signatory for Applicant 2 (Strikeout which is not relevant)	Director/Partner/Individual		
Full Name of Authorised Signatory for Applicant 2			
Date of Birth of Authorised Signatory for Applicant 2			
Residential Street Address of Signatory (Must not be a PO Box address & not the applicant's business address)			
Executed as a deed SIGNED SEALED & DELIVERED	EXECUTED AS A DEED	Date Agreement	

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

<p>Signature of Authorised Signatory for Applicant 2</p> <p>Where Applicant 2 is a Corporation, executed pursuant to section 127(1) of the <i>Corporations Act 2001 (Cth)</i></p>		Signed	
<p>Signature of Witness</p> <p>(Full Name, DOB and residential address of witness)</p>	<p>Signature of Witness</p> <p>.....</p> <p>Full Name</p> <p>.....</p> <p>Date of Birth</p> <p>.....</p> <p>Residential Address</p> <p>.....</p>	Date Agreement Signed	
<p>Executed as a deed SIGNED SEALED & DELIVERED Executed on behalf of the Bundaberg Regional Council By an Authorised Council Officer</p>	<p>EXECUTED AS A DEED</p>	Date Agreement Signed	
<p>Signature of Witness</p> <p>(Full Name, and address of witness)</p>	<p>Signature of Witness</p> <p>.....</p> <p>Full Name</p> <p>.....</p> <p>190 Bourbong Street, Bundaberg Qld 4670 Address</p>	Date Agreement Signed	

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

You should seek independent legal advice if you do not understand the above terms and conditions or any other part of this document before this Guarantee is signed.

Section 5 – Guarantee

Between Bundaberg Regional Council

AND

.....

Full Name of the Guarantor 1 (this is not the Applicant but, eg. the name of a director if a company)

AND

.....

Full Name of the Guarantor 2 (this is not the Applicant but, eg. the name of a director if a company)

(Hereinafter referred to as the Guarantors)

Part A

The Guarantors, with the full knowledge of the provisions of the *Privacy Act 1988 (Cth)* and the *Information Privacy Act 2009 (Qld)* hereby consent to:

1. Allowing Bundaberg Regional Council to disclose to and or obtain from a credit reporting agency and or credit provider information of a personal nature (including but not limited to credit information within the meaning of the *National Consumer Credit Protection Act 2009 (Cth)*, and personal information within the meaning of the *Information Privacy Act 2009 (Qld)*) pertaining to the Guarantors;
2. Allowing Bundaberg Regional Council to obtain reports containing information of personal credit, commercial activities and/or credit worthiness (including but not limited to credit information within the meaning of the *National Consumer Credit Protection Act 2009 (Cth)*, and personal information within the meaning of the *Information Privacy Act 2009 (Qld)*), pertaining to the Guarantors;
3. That information of a personal nature includes, identification particulars, the fact that the Guarantors have applied for credit and the amount applied for, the fact that Bundaberg Regional Council is considering whether to provide the Applicant with an account for the purchase of goods and/or services, the fact that payments are overdue, advice that payment is no longer overdue, credit infringements, and information which includes but is not limited to credit information within the meaning of the *National Consumer Credit Protection Act 2009 (Cth)*, and personal information within the meaning of the *Information Privacy Act 2009 (Qld)*;
4. Allowing Bundaberg Regional Council to disclose to a third party, including Bundaberg Regional Council’s debt recovery agent, its lawyers, law firm which it retains, council accountants, council auditors, council staff, council employees, and council contractors, for the purpose of recovering any moneys owed by the Applicant and/or the Guarantors to Council whatsoever, or to any other government entity, quasi government entity, court, tribunal, and/or other judicial forum.
5. Bundaberg Regional Council shall collect the Guarantors’ personal information within the meaning of the *Information Privacy Act 2009 (Qld)*, and credit information within the meaning of the *National Consumer Credit Protection Act 2009 (Cth)*, in addition to the purposes referred to above, to assess the Applicant’s request for an account with Bundaberg Regional Council to purchase from Bundaberg Regional Council goods and/or services, including the disclosure of the Guarantors’ personal information to credit reporting, and debt collection agencies for the purpose of verifying credit history and collection of unpaid debts, and whether Council shall accept the Guarantors as guarantors in connection with this Guarantee.

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

In addition to the above, Bundaberg Regional Council will deal with the Guarantors' personal information within the meaning of the *Information Privacy Act 2009 (Qld)*, in accordance with Bundaberg Regional Council's Privacy Statement, *Information Privacy Act 2009 (Qld)*, and *Privacy Act 1988 (Cth)*.

Visit bundaberg.qld.gov.au/privacy for further information.

Part B – Terms and Conditions of Guarantee

IN CONSIDERATION of the Bundaberg Regional Council agreeing to supply goods and/or services to the Applicant, the Guarantors jointly and severally irrevocably agree to the following terms and conditions:

- 1) This document (section 5 of the above Agreement) is a guarantee (the 'Guarantee').
- 2) The Guarantors are the persons identified in section 5 of the Guarantee.
- 3) The Guarantors warrant that the information contained in section 5 of the Guarantee is true, accurate, correct and complete.
- 4) The Guarantors irrevocably agree that Sections 1, 2, 3, 4 and 5 of the Agreement (referred to above) forms part of this Guarantee.
- 5) The Applicant means the Applicant appearing in sections 2(a) and 2(b) of the above Agreement, which forms part of this Guarantee.
- 6) In this Guarantee, unless the contrary intention appears, a reference to the singular includes the plural and vice versa, any gender includes all other genders, and a person includes a corporation, partnership, and an association, whether incorporated or not and vice versa.
- 7) The Guarantors warrant that the information contained in this Guarantee is true, accurate, correct and complete.
- 8) The Guarantors irrevocably agree to submit to the exclusive jurisdiction of the courts within the State of Queensland.
- 9) This Guarantee shall be governed and interpreted using the laws of the State of Queensland.
- 10) This Guarantee is a deed.
- 11) The Guarantors acknowledge having read the terms and condition of the Agreement (sections 1, 2, 3, 4 and 5 of the Agreement).
- 12) The Guarantors acknowledge having read the term and conditions of this Guarantee.
- 13) The Guarantors warrant that they have had the opportunity to seek independent legal professional advice, from an Australian Lawyer, in connection with the Agreement, and this Guarantee, including the meaning and effect of this Guarantee and the Agreement.
- 14) The Guarantors irrevocably warrant to pay Council all monies owing, and all moneys which may become owing, to Council for all goods and/or services provided by Council to the Applicant in connection (directly or indirectly) with the Agreement, or whatsoever.
- 15) The Guarantors jointly and severally guarantee the performance by the Applicant of all of the Applicant's obligations under the Agreement, and shall indemnify Council against any money, payments, costs, damages or loss whatsoever arising as a result of the default of the Applicant in performing the Applicant's obligations under the Agreement for whatever reason. The Guarantors irrevocably agree that Council may recover any such money, payments, costs, damages or loss from the Guarantors, before seeking to recovery from the Applicant or Signatory (as identified in the Agreement), and any settlement or compromise with the Applicant or Signatory will not release the Guarantors from the obligation to pay any balance that may be owing to Council.
- 16) This Guarantee shall also extend to all monies expended by Council or for which Council has become liable for in the exercise of its rights pursuant to, directly or indirectly, in connection with the Agreement, without limiting the generality of the foregoing, including but not limited to interest, any costs (including recovery costs, debt recovery costs, legal costs or moneys incurred by Council) whatsoever.
- 17) This Guarantee is binding on the Guarantors, their executors, trustees, administrators, representatives and assigns, and the benefit of this Guarantee is available to assignee of the benefit of the Agreement by Council.
- 18) This Guarantee shall be a continuing guarantee in favour of Council for the whole of the Applicant's indebtedness and liability to Council.
- 19) Council may, without discharging the Guarantors from liability, grant time or other indulgences to the Applicant and to accept payments from the Applicant, and to treat the Guarantors and the Applicant in all respects as though the Guarantors are jointly and severally liable with the Applicant and to give full effect to the provisions of this Guarantee. The Guarantors irrevocably agree to hereby waive all rights inconsistent with such provisions and which the Guarantors might otherwise as surety be entitled to claim and or enforce.

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

- 20) This Guarantee may be enforced against the Guarantors and in the case of more than one guarantor, against each of them jointly and severally.
- 21) In any proceeding or claim brought or made against the Guarantors in connection with this Guarantee, a certificate signed by a Council Officer or Council employee, shall be prima facie evidence of the overdue amount (money/sum) owed by the Applicant, and owed by the Guarantors to Council.
- 22) There is no requirement that Council first make a demand upon the Applicant, before bringing a claim against the Guarantors.
- 23) The Guarantors irrevocably agree that any notice (including invoices or demands) to be given under or in connection with this Guarantee shall be in writing and posted, hand delivered, faxed or emailed to the intended recipient at the address or number specified in this Guarantee (or any new address or number properly notified in writing). Notices given in this way will be deemed received 2 days after posting (if posted), on delivery (if hand delivered during business hours or immediately upon being left in the recipient's post box), when the sender's fax machine confirms that all pages of the fax were properly transmitted (if faxed), or when the sender's email system receives a 'message received' confirmation from the intended recipient or 15 minutes after sending the email where the sender does not receive a non-receipt message within 15 minutes of sending the email (if emailed).
- 24) In the event, that Council commences a claim against the Guarantors, the Guarantors irrevocably warrant not to:
 - (a) In any defence or other legal document, assert that the claim or action brought by Council has been commenced in the wrong jurisdiction and/or location;
 - (b) Counterclaim against Council for damages; and
 - (c) Set off any moneys allegedly owed by Council to the Applicant or the Guarantors.
- 25) All funds, monies, payments, and credits received by Council shall be applied as follows:
 - (a) Firstly, towards payment of any costs, charges, expenses and/or outgoings incurred, paid or owed by Council directly or indirectly in connection with the recovery of any monies owed to Council by the Applicant arising directly or indirectly from the Agreement and/or this Guarantee;
 - (b) Secondly, towards payment of any interest which has accrued and/or is payable by the Applicant (and consequently the Guarantors) to Council (whether a demand having been made to the Applicant or Guarantor by Council or not); and
 - (c) Thirdly, towards payment of any money or any debt owed by the Applicant and/or the Guarantors to Council, which arises or has arisen directly or indirectly from the Agreement, or otherwise, in the order the debt is recorded by Council, with the oldest debt owed to Council being paid first.

I/We the undersigned are duly authorised to enter into this Guarantee, and have read the terms and conditions contained herein, together with the terms and conditions contained in the above Agreement, and understand and agree to be bound by both this Guarantee and the above Agreement, and hereby certify that all particulars and information provided by or on behalf of the Guarantors is true, accurate, correct and complete.

Guarantor 1 Full Name of Guarantor	
Date of Birth of Guarantor 1	
Residential Street Address of Guarantor 1 (Must not be a PO Box address)	

THIS DOCUMENT IS EXECUTED AS A DEED

Executed as a deed Signed Sealed & Delivered BY GUARANTOR 1 Signature of Guarantor 1		Date Guarantee Signed	
		Date Guarantee Signed	

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

Signature of Witness (Full Name, DOB and residential address of witness)	<p>.....</p> <p>Signature of Witness</p> <p>.....</p> <p>Full Name</p> <p>.....</p> <p>Date of Birth</p> <p>.....</p> <p>Residential Address</p>		
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Guarantor 2 Full Name of Guarantor	
Date of Birth of Guarantor 2	
Residential Street Address of Guarantor 2 (Must not be a PO Box address)	

Executed as a deed Signed Sealed & Delivered BY GUARANTOR 2 Signature of Guarantor 2		Date Guarantee Signed	
Signature of Witness (Full Name, DOB and residential address of witness)	<p>.....</p> <p>Signature of Witness</p> <p>.....</p> <p>Full Name</p> <p>.....</p> <p>Date of Birth</p> <p>.....</p> <p>Residential Address</p>	Date Guarantee Signed	

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

Executed as a deed SIGNED SEALED & DELIVERED Executed on behalf of the Bundaberg Regional Council By an Authorised Council Officer	EXECUTED AS A DEED	Date Agreement Signed	
Signature of Witness (Full Name, and address of witness)	..... Signature of Witness Full Name 190 Bourbong Street, Bundaberg Qld 4670 Address	Date Agreement Signed	

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

SECTION 6 BUNDABERG REGIONAL COUNCIL - OFFICE USE ONLY			
Receipt No		Date Received	
Due Diligent Checks	<input type="checkbox"/> Checked each field in this Agreement was properly filled in, and that the Agreement was properly executed. <input type="checkbox"/> Checked Guarantee properly filled in and the Guarantee was properly executed <input type="checkbox"/> Checked ACN & ABN – Print out attached <input type="checkbox"/> Checked Company Still active – Print out attached <input type="checkbox"/> Checked Business Name – Print out attached <input type="checkbox"/> Received Current Company ASIC search for Applicant – Print out attached <input type="checkbox"/> Checked Applicant’s Credit Rating – Print out attached <input type="checkbox"/> Checked Contact details – Print out & File note attached <input type="checkbox"/> Retained copy of driver licence of signatory of agreement <input type="checkbox"/> Retained a copy of company constitution of Applicant <input type="checkbox"/> Retained Trust documentation from Applicant <input type="checkbox"/> Checked no outstanding balance on any other Council account for Applicant <input type="checkbox"/> Assessed Applicant’s Ability to pay balance of credit account Notes:		

INITIALS OF APPLICANT 1 & 2 SIGNATORY & GUARANTORS:

Full Name of Council Officer who conducted Due Diligence Checks	..... Full Name			
	..... Signature of Council Officer who conducted due diligence checks			
	..... Date Due Diligence Checks Finalised			
Recommendation to Approve	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Full Name of Accounts Receivable Officer	
Date Recommended			Signature	
Application Approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Full Name of Manager Revenue	
Date Assessed			Signature	