

Application for Commercial Credit Account-SVJV



Document #: ACR-FRM-003

1. APPLICANT AND APPLICATION DETAILS

REGISTERED COMPANY NAME ("APPLICANT"):		
ACN:	ABN:	EPA License No (EPL):
TRADING NAME:		
ADDRESS:		
EMAIL:		
PHONE: (W)	(M)	(OTHER)
NATURE OF BUSINESS:		NO. YEARS OF TRADING:
CREDIT LIMIT REQUESTED: \$		per month

Complete if Applicant is a Company

Private Co	Trust Co	Public Co
Name of Directors		

Complete if Applicant is not a Company

Proprietors:	Sole Trader	Partnership
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How did you receive this Form

Sales Rep (Indicate name)	Downloaded from Website	Other (please indicate)
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- 1 This application is made on and subject to the terms contained in SUEZ Recycling & Recovery Pty Ltd's ("SUEZ") 'Terms & Conditions of Supply'. Completion and submission of this application is an offer to contract with SUEZ on those terms. SUEZ may accept that offer by opening an account ("Account"). Applicant means the entity which makes this application to SUEZ for an Account and Account Holder means the applicant for an Account opened by SUEZ.
- 2 Accounts are due and payable within 30 days from the invoice date. Late interest of 2% above the Westpac business variable lending rate (as determined in good faith by SUEZ) is payable on outstanding sums. Credit may be cancelled/suspended without notice if the sums outstanding are not paid by the due date or the direct debit payment arrangements required below are for any reason cancelled or terminated.
- 3 Payment must be by direct debit via nominated Credit Card or Direct Debit Request/Direct Debit Request Service Agreement banking facility. The Account will not be opened until such payment arrangements are in effect to the satisfaction of SUEZ.
- 4 SUEZ may require an Applicant to provide a security bond in the form of cash / bank guarantee for the amount nominated by SUEZ, prior to opening an Account. The security bond will be held subject to release when the Account is closed and all outstanding claims have been satisfied in the reasonable opinion of SUEZ.
- 5 A **personal/directors guarantee** in the form set out in Part 6 of to this application must also be provided prior to opening any Account. You and any other person executing that guarantee must obtain independent legal advice before executing the guarantee

2. VEHICLES TO BE ADDED TO YOUR ACCOUNT

If you have more than five vehicles to add/update please provide the details in an attachment, including above stated Account number and Account Name.

Registration number	Indicate if the registration is linked to your account permanently or temporarily	If temporary: end date	Vehicle configuration*	Maximum weight limit	Certificate number or permit number	Expiry Date for permit or certificate number

* Please select your vehicle configuration from our Standard Vehicle Configuration List on the next page. If your vehicle is <4.5 tonne please indicate "small vehicle" in the Vehicle configuration column, and ignore the remaining columns.

Note: It is the responsibility of the Account Holder to advise SUEZ in writing of any changes to the nominated vehicle/s registrations. In the event that the Account Holder fails to notify SUEZ of nominated vehicle registrations in writing, then SUEZ has the right to reject entry of that vehicle/s entering any SUEZ facilities.

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ACT, NSW, QLD, SA, VIC VEHICLE IDENTIFICATION CHART

 <p>2 axle rigid truck</p>	<p>GML: 15.0 tonne CML: n/a HML: n/a</p>	<p>May include: bale truck, hiab, pantech, road sweeper, rear end loader - 4 wheels, skip, small hook, tanker, tautliner - double, tipper, vac truck</p>
 <p>3 axle rigid truck</p>	<p>GML: 22.5 tonne CML: 23.0 tonne HML: n/a</p>	<p>May include: bale truck, front end loader, hooklift - tri axle, one arm compactor, tipper, pantech, RORO, side loader, skip, tautliner - double, tanker, vac truck - tri axle</p>
 <p>4 axle rigid truck non load sharing</p>	<p>GML: 26.5 tonne CML: 27.0 tonne HML: n/a</p>	<p>May include: front lift - 8 wheeler, hook lift - quad axle, RORO</p>
 <p>4 axle rigid truck load sharing</p>	<p>GML: 27.5 tonne CML: 28.0 tonne HML: n/a</p>	<p>May include: front lift - 8 wheeler, hook lift - quad axle, RORO</p>
 <p>2 axle rigid truck & 2 axle dog trailer</p>	<p>GML: 30.0 tonne CML: n/a HML: n/a</p>	
 <p>3 axle rigid truck & 3 axle dog trailer</p>	<p>GML: 42.5 tonne CML: 43.5 tonne HML: n/a</p>	
 <p>4 axle rigid truck & 3 axle dog trailer</p>	<p>GML: 42.5 tonne CML: 43.5 tonne HML: n/a</p>	
 <p>4 axle rigid truck & 4 axle dog trailer</p>	<p>GML: 42.5 tonne CML: 43.5 tonne HML: n/a</p>	
 <p>6 axle semi trailer</p>	<p>GML: 42.5 tonne CML: 43.5 tonne HML: 45.5 tonne</p>	<p>May include: semi trailer - tri</p>
 <p>7 axle b-double</p>	<p>General access GML: 50.0 tonne Restricted access GML: 55.5 tonne CML: 57.0 tonne HML: 57.0 tonne</p>	
 <p>9 axle b-double</p>	<p>GML: 62.5 tonne CML: 64.5 tonne HML: 68.0 tonne</p>	

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WA VEHICLE IDENTIFICATION CHART

 <p>2 axle rigid truck</p>	<p>GVM 15.0t</p> <p>L1 NA</p> <p>L2 NA</p> <p>L3 NA</p>	<p>May include: Bale truck, HIAB, Pantech, rear lift, sweeper, flat body</p>
 <p>3 axle rigid truck</p>	<p>GVM 22.5t</p> <p>L1 NA</p> <p>L2 NA</p> <p>L3 NA</p>	<p>May include: Front lift, side lift, rear lift, RORO, tandem, Vac truck, Pantech</p>
 <p>4 axle rigid truck non load sharing</p>	<p>GVM 27.5t</p> <p>L1 NA</p> <p>L2 NA</p> <p>L3 NA</p>	<p>May include: Twin steer, dual axle, compactor, front lifter -8 wheel, hook lift quad axle, RORO</p>
 <p>4 axle rigid truck load sharing</p>	<p>GVM 28.5t</p> <p>L1 NA</p> <p>L2 NA</p> <p>L3 NA</p>	
 <p>5 axle semi trailer</p>	<p>GVM 39.0t</p> <p>L1 NA</p> <p>L2 NA</p> <p>L3 NA</p>	<p>May include: Twin steer, dual axle, compactor, front lifter -8 wheel, hook lift quad axle, RORO</p>
 <p>6 axle semi trailer</p>	<p>GVM 42.5t</p> <p>L1 44.5t</p> <p>L2 45.5t</p> <p>L3 46.5t</p>	
 <p>3 axle rigid truck 5 axle dog trailer</p>	<p>GVM 59.0t</p> <p>L1 61.5t</p> <p>L2 62.5t</p> <p>L3 63.5t</p>	<p>May include: Semi trailer - tri</p>
 <p>4 axle rigid truck 5 axle dog trailer</p>	<p>GVM 64.0t</p> <p>L1 66.5t</p> <p>L2 67.5t</p> <p>L3 68.5t</p>	
 <p>9 axle double road train</p>	<p>GVM 72.0t</p> <p>L1 74.0t</p> <p>L2 74.0t</p> <p>L3 74.0t</p>	
 <p>11 axle double road train</p>	<p>GVM 79.0t</p> <p>L1 83.0t</p> <p>L2 85.0t</p> <p>L3 87.0t</p>	<p>May include: Swing Lift, ST, road train, side tipper</p>

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3. CREDIT REPORTING NOTIFICATION AND CONSENT

- 1 In this notice and consent, you means the representative of the Applicant duly authorised to sign this application on the Applicant's behalf.
- 2 I/We have read the SUEZ Credit Reporting Policy set out in Part 3 of this application for Commercial Credit Account. This has been provided to me/us and I/we can also obtain it from www.suez.com.au. I/We am/are aware that SUEZ collects and manages personal information in accordance with its Privacy Policy, a copy of which is also available from www.suez.com.au.
- 3 I/We represent and warrant that all directors, officers and employees of the Applicant whose credit related information may be collected by SUEZ in connection with this application have received a copy of the SUEZ Credit Reporting Policy and have seen the notification of how their credit related information will be collected, used, held and disclosed as set out in that policy. The SUEZ Credit Reporting Policy contains information about rights to request access and correct credit related information collected and held by SUEZ, and how to make a complaint. In addition, the SUEZ Credit Reporting Policy contains the name and contact details of a credit reporting body to whom SUEZ may disclose credit related information to; how an individual can obtain the credit reporting body's policy about the management of credit information and other rights in relation to information held by the credit reporting body. The SUEZ Credit Reporting Policy also contains information about whether SUEZ is likely to disclose credit related information to entities that do not have an Australian link and the countries in which those entities are likely to be located.
- 4 I/We consent to SUEZ exchanging credit related information about me/us for the purposes of assessing an application for commercial credit.
- 5 I/We acknowledge and agree that the collection, use and disclosure provisions applicable to the Applicant as set in the Credit Reporting Policy in Part 3 of this application will also apply to me/us in connection with my/our offer to act as guarantor(s) of the Applicant's obligations under the Account.
- 6 I/We acknowledge that without this information SUEZ may be unable to process or accept the application.

SIGNED FOR AND ON BEHALF OF THE APPLICANT	WITNESS
SIGNED:	SIGNED:
FULL NAME:	FULL NAME:
POSITION IN BUSINESS:	DATE:
ADDRESS:	ADDRESS:

SUEZ Administration Use Only

SUEZ Branch:	
Account approved by:	Signature:
Approved Credit Limit:	Approved Date: ___/___/___

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4. SUEZ CREDIT REPORTING POLICY

For the purposes of the Privacy Act 1988, SUEZ Recycling & Recovery Pty Ltd and its related bodies corporate ("SUEZ, we, us, our") are credit providers. This section contains our credit reporting policy and it tells you how we collect and manage your personal credit-related information ("credit information").

What credit information do we collect and hold?

Credit information that we collect and hold is limited to the following:

1. Your name, address and date of birth.
2. The fact that we provide goods and services on credit terms to your organisation.
3. The facts that your organisation has applied for commercial credit; or you are a guarantor in respect of that credit application; and we have accessed your credit report to assess that credit application.
4. Certain publicly available information that relates to your activities in Australia, and your creditworthiness.
5. Information that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations).
6. Assessments, evaluations, scores, ratings, summaries and other information relating to your credit worthiness which is derived by a credit reporting body or us, wholly or partly based on the above.
7. Administrative information relating to credit provided by us, including account and customer number.

Why do we collect, hold, use and disclose your credit information?

We collect, hold, use and disclose your credit information as reasonably necessary for our business purposes and as permitted by law, including:

1. to assess whether we will provide credit;
2. to derive assessments, evaluations, scores, ratings, summaries relating to your credit worthiness that we use in our decision-making processes;
3. for account review and management;
4. to participate in the credit reporting system;
5. to undertake debt recovery and enforcement activities; and/or
6. to deal with serious credit infringements.

How do we collect your credit information?

We collect your credit information through:

1. your dealings with us, such as, for example, credit applications and your entry into service agreements with us; and
2. information which we received from third parties, such as credit reporting bodies.

How do we hold your credit information?

We hold your credit information in hard-copy form and electronically on our systems, as well as those of our service providers. We take the same safeguards in managing your credit information as we do with all other personal information about you according to our Privacy Policy at <http://www.suez.com.au/>

To whom may we disclose credit information?

A. To a credit reporting body

We may give your credit information to Equifax Australia Information Services and Solutions Pty Limited A.C.N. 000 602 862 (credit reporting body):

1. to obtain a credit report about you;
2. to use the information in carrying on its credit reporting business, including to create or maintain a credit reporting information file about you;
3. the credit reporting body may include such information in reports provided to us or other to assist them to assess your credit worthiness; and/or
4. if you fail to meet your payment obligations in relation to a credit contract or commit a serious credit infringement, we may be entitled to disclose this to the credit reporting body.

You have a right to request the credit reporting body not to use such information for the purpose of pre-screening for direct marketing by us and not to use or disclose such information if you believe on reasonable grounds that you are, or are likely to be, a victim of fraud.

You may obtain a copy of the credit reporting body's credit reporting policy by visiting its website or contacting it as follows: Equifax Contact Details
General Enquires: 13 83 32
Address: Level 15, 100 Arthur Street North Sydney, NSW 2060, Australia
Website: <http://equifax.com.au>

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B. To an overseas recipient:-

We contract with service providers to perform certain functions on our behalf, including account management but their access is limited only to information needed for them to perform their functions. Such service providers are located New Zealand.

How can you access your credit information?

You have special rights to access your credit information held by us. You can contact us on the contact details below to make an access request. We will provide you with access to the extent it is legal to do so within 30 days. If we require longer time, we will let you know. If we refuse your request, we will provide you with a notice explaining our decision. There is no charge for making a request for access to your credit information.

How can you correct your credit information?

If you believe that any credit information about you that we hold is incorrect, you have a right to request us to correct that information. You can contact us on the contact details below to make a correction request. We will try to resolve your request to the extent it is legal to do so within 30 days. If we require longer time, we will let you know. If we do not agree with your correction request, we will provide you with a notice explaining our decision and how you can complain about our decision. There is no charge for making a correction request or for the correction of your credit information.

What is the process for complaining about a breach of privacy?

If you believe that we may not have complied with our obligations under the Privacy Act 1988, you can contact us on the contact details below. You will receive an acknowledgement of your complaint within 7 days.

Contacting us

If you have any questions about our credit reporting policy or any concerns or a complaint regarding how we handle your credit information, please contact our Privacy Officer at:

Privacy Officer: SUEZ Recycling & Recovery Pty Ltd

Post: Level 3, 3 Rider Boulevard, Rhodes, NSW 2138

Tel: (02) 8754 0000

Email: privacy@suez.com.au

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5. DIRECT DEBIT REQUEST

DIRECT DEBIT REQUEST	
Request and authority to debit the account named below to pay SUEZ Recycling & Recovery Pty Ltd	
Request and authority to debit	<p>Your surname or company name _____</p> <p>Your given names or ABN/ARBN _____ "you" request and authorise SUEZ Recycling & Recovery Pty Ltd to arrange, through its own financial institution, a debit to your nominated account any amount SUEZ Recycling & Recovery Pty Ltd has deemed payable by you.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> account held at the financial institution you have nominated below and will be subject to the terms and conditions of</p>
Insert the name and address of financial institution at which account is held	<p>Financial institution name _____</p> <p>Address _____</p>
Insert details of account to be debited	<p>Name/s on account _____</p> <p>BSB number (Must be 6 Digits) _ _ _ _ _ - _ _ _ _ </p> <p>Account number _ _ _ _ _ _ _ _ _ _ _ </p>
Acknowledgment	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and SUEZ Recycling & Recovery Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.</p>
Insert your signature and address	<p>Signature _____</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>Date ___/___/___</p>
Second account signatory (if required)	<p>Signature _____</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>Date ___/___/___</p>
Details of the account to be debited (all details must be supplied) Only to complete either credit card or EFT details	<p>Name of Financial Institution _____</p> <p>Cardholder's Name(s) _____</p> <p>Credit Card Number _____ CVV Number _____</p> <p>Expiry Date ___/___/___</p> <p>Indicate Card Type: Visa _____ MasterCard _____</p>

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6. DIRECT DEBIT REQUEST SERVICE AGREEMENT

<p>This is your Direct Debit Request Service Agreement with SUEZ Recycling & Recovery Pty Ltd ABN 70 002 902 650. It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider.</p> <p>Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.</p>	
Definitions	<p>account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between you and us.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by you to us is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>Direct Debit Request means the Direct Debit Request (DDR) between us and you.</p> <p>us or we means SUEZ Recycling & Recovery Pty Ltd, (the Debit User) you have authorised by requesting a Direct Debit Request.</p> <p>you means the customer who has signed or authorised by other means the Direct Debit Request.</p> <p>your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.</p>
Debiting your account	<ol style="list-style-type: none"> 1. By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you. 2. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request. or We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due. 3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
Amendments by us	<p>We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.</p>
Amendments by you	<p>You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least (30) days notification by writing to: SUEZ Recycling & Recovery Pty Ltd, Att National Credit Manager, PO Box 3500, Rhodes NSW 2138 or by telephoning us on (02) 8754 0000 during business hours; or arranging it through your financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us SUEZ Recycling & Recovery Pty Ltd of your new account details.</p>
Your obligations	<ol style="list-style-type: none"> 1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request. 2. If there are insufficient clear funds in your account to meet a debit payment: <ol style="list-style-type: none"> a) you may be charged a fee and/or interest by your financial institution; b) you may also incur fees or charges imposed or incurred by us; and c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment. 3. You should check your account statement to verify that the amounts debited from your account are correct
Dispute	<ol style="list-style-type: none"> 1. If you believe that there has been an error in debiting your account, you should notify our Credit Controller directly on (02) 8754 0000 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution. 2. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted. 3. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.
Accounts	<p>You should check:</p>

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	<ul style="list-style-type: none">a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.b) your account details which you have provided to us are correct by checking them against a recent account statement; andc) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.
Confidentiality	<ul style="list-style-type: none">1. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.2. We will only disclose information that we have about you:<ul style="list-style-type: none">a) to the extent specifically required by law; orb) for the purposes of this agreement (including disclosing information in connection with any query or claim).
Notice	<ul style="list-style-type: none">1. If you wish to notify us in writing about anything relating to this agreement, you should write to SUEZ Recycling & Recovery Pty Ltd, Att. National Credit Manager, PO Box 3500, Rhodes NSW 21382. We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.3. Any notice will be deemed to have been received on the third banking day after posting.

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7. DIRECTORS PERSONAL GUARANTEE AND INDEMNITY

This guarantee and indemnity ("**Guarantee**") is made as a deed at _____ on _____ 20____

BETWEEN: SUEZ Recycling & Recovery Pty Ltd (ABN 70 002 902 650) Lvl 3, 3 Rider Boulevard, Rhodes NSW 2138 and its permitted successors and assigns ("**SUEZ**") and the parties set out and named below (each and together, the "**Guarantor**").

RECITALS: ("**Applicant**") wishes to open an account ("**Account**") with SUEZ. It is a condition of the opening of that Account that the Guarantor provides to SUEZ this Guarantee. The Guarantor considers that by providing this Guarantee there will be a benefit flowing to the Guarantor.

OPERATIVE: The Guarantor unconditionally and irrevocably guarantees the due and punctual payment to SUEZ of all moneys owing, now or in the future, to or for the account of SUEZ by the Account Holder (including, without limitation, on account of fees, expenses, indemnity payments, losses and/or damages) and the due performance by the Account Holder of its obligations contained or implied in any contract with, or otherwise due to, SUEZ (including, without limitation, the terms and conditions of supply that apply to the Account ("**Terms**"). If, for any reason, the Account Holder does not pay any amount or perform any obligation owing to SUEZ on its due date, the Guarantor will immediately on demand pay the relevant amount or perform the relevant obligation to SUEZ.

As a separate and independent obligation, the Guarantor agrees to hold harmless and indemnify SUEZ against any loss, cost, damage and/or expense (including, without limitation, legal fees on a solicitor and own client basis) suffered or incurred by SUEZ in connection with: the Account; the Account Holder's use of the Account or any site owned or operated by SUEZ; the enforcement or contemplated enforcement of this Guarantee; where the guaranteed moneys or obligations referred to above are, for any reason, not fully enforceable against, or not fully recoverable from, the Account Holder or the Guarantor as surety, except to the extent that loss, cost, damage and/or expense is caused by a breach by SUEZ of its express obligations under the Terms or the negligent, unlawful, fraudulent acts or omissions or willful misconduct of SUEZ. The Guarantor will immediately on demand pay to SUEZ any moneys certified by SUEZ in good faith as payable under this indemnity.

This Guarantee constitutes a continuing obligation and security and remains in full force and effect, and (without limitation) notwithstanding suspension or closure of the Account or exercise by SUEZ of any right under the Terms or otherwise, until all moneys and obligations owing to SUEZ by the Account Holder and all obligations in this Guarantee or under the Terms have been fully paid, satisfied and performed in full. No granting of credit or granting of time and no waiver, indulgence or neglect to sue on SUEZ part (whether in respect of the Account Holder or any Guarantor) and no failure by the Guarantor to properly execute this Guarantee will impair or limit the liability of the Guarantor under this Guarantee. Neither SUEZ rights nor the Guarantor's liabilities and obligations under this Guarantee are affected or limited in any way by any act or omission by SUEZ or by any act, circumstance, matter or thing that might otherwise affect those rights, liabilities and/or obligations at law or in equity or otherwise, including without limitation: any addition, variation, amendment or replacement (either in writing or otherwise) to the Terms or the Account; any arrangement relating to any claim in respect of and/or any moneys owing from time to time to SUEZ by the Account Holder (including, without limitation, any arrangement in respect of the Account, the Terms or by the Guarantor under this Guarantee or in respect of any claim); SUEZ releasing the Account Holder or giving the Account Holder a concession, including without limitation, more time to pay; the Account Holder opening another account with SUEZ; SUEZ releasing, losing the benefit of or not obtaining any security; SUEZ releasing any person who guarantees any of the moneys owing from time to time by the Account Holder to SUEZ; or, the fact that any person who was intended to guarantee any of the moneys owing from time to time by the Account Holder to SUEZ does not do so or does not do so effectively.

The obligations of the Guarantor under this Guarantee are principal obligations. The Guarantor acknowledges that he/she has read and understood the Terms and has not entered into this Guarantee in reliance on any representation, warranty, promise or statement of SUEZ or of any person on behalf of SUEZ. If any payment or obligation received or recovered by SUEZ is void or voidable by law, that payment or transaction will be deemed not to have discharged the liability of the Guarantor, and the Guarantor and SUEZ will each be restored to the position they would have been in, had that payment or transaction not been made or occurred. The Guarantor must not prove, make a claim or raise a defence to the detriment of, or otherwise compete with, SUEZ in the winding-up or bankruptcy of, or otherwise in connection with, the Account Holder or a Guarantor or in respect of any security or guarantee until all of the guaranteed moneys and obligations under this Guarantee have been finally and fully paid and satisfied

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The rights, remedies and powers in this Guarantee are cumulative and are not exclusive of any rights, powers or remedies provided by law. The Guarantor must pay the costs of enforcement or contemplated enforcement of this Guarantee by SUEZ. This Guarantee is governed by the laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

This Guarantee binds all Guarantors jointly and each of them severally. No Guarantor is discharged if another Guarantor is not liable under this Guarantee (including, without limitation, by not signing it) or the obligations of that Guarantor are, or become, invalid or unenforceable. SUEZ may enforce this Deed against any one, or more, of the Guarantors as it chooses. This Guarantee may be executed in any number of counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

The Guarantor acknowledges and agrees that he/she has been advised to obtain independent legal advice before executing this Guarantee. The Guarantor understands that he/she is liable for all amounts and obligations owing (both now and in the future) by the Account Holder on and subject to the terms of this Guarantee.

Guarantor's Credit Reporting Notification and Consent

I/We have each read and agree to Section 2 Credit Reporting Notification and Consent in this Application for Commercial Credit Account.

EXECUTED as a deed.

GUARANTOR (1)	GUARANTOR (2)
SIGNED:	SIGNED:
FULL NAME:	FULL NAME:
DATE:	DATE:
ADDRESS:	ADDRESS:
WITNESS (1)	WITNESS (2)
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
DATE:	DATE:
NAME OF WITNESS:	NAME OF WITNESS:
ADDRESS:	ADDRESS: