



**Gough Transport Solutions Pty Ltd**  
 PO Box 1450, Waverley Gardens VIC 3170  
 Ph: +61 3 8791 5400 Fax: +61 3 8791 5490  
**www.goughtransport.com.au**  
 ABN 37 006 368 583

**APPLICATION FOR CREDIT**

**It is important that all information be supplied where applicable.**  
**An incomplete form will delay processing.**

Trading Name: \*\* .....

Registered Company Name: \*\* .....

Postal Address: \*\* .....

Delivery Address: \*\* .....

Email Address: \*\* .....

Business Telephone: \*\* ..... Mobile Telephone: .....

Business Facsimile: \*\* .....

Type of Business: \*\*    Ltd     Partnership     Sole Trader     Other

Business Premises: \*\*    Owned     Rented

A.C.N.: \*\* ..... A.B.N.: \*\* .....

Nature of Business: ..... Period Trading Under Present Owner: \*\* .....

Name and Address of Directors / Partners / Sole Trader\*\*

Surname	First Name	Middle Name	Residential Address	Date of Birth

\*\* Mandatory Fields



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Trade Credit References: \*\* (3 required – minimum 6 months trading history required)

Name of Company	Town/City	Telephone Number	\$ Volume per Month

Method of Payment \*\*      Cheque:       EFT:

Amount of Credit requested:      \$ .....

Contact details for account queries: \*\*

Name:	
Phone Number:	
Email Address:	

**PLEASE POST COMPLETED ORIGINAL FORM TO:**  
*PO BOX 1450 WAVERLEY GARDENS VIC 3170*  
**EMAIL TO:** AccountsPayable@goughtransport.com.au

DECLARATION

DECLARATION: I am / We are the duly authorised agents of my / our co-partners / company or employer (as appropriate) for the purposes of completing this form and I/We declare that the information provided in this form is in all material respects true and correct. I/we acknowledge and agree that all supplies made by Gough Transport Solutions to us will be subject to the Terms and Conditions of Supply set out on the next page, which I / We have read and understood.

Name (please print full name)      Signature      Title      Date  
 .....

Name (please print full name)      Signature      Title      Date  
 .....

\*\* *Mandatory Fields*

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*Internal Office Use*

Sales Rep:	Territory:
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# Gough Group Australian Terms of Trade

## 1 Application

These Terms govern all purchase orders issued by you to the Supplier to the exclusion of all other terms unless specifically agreed in writing.

## 2 Defined Terms

Unless the context otherwise requires:

"Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as given effect under Part XI of the *Competition and Consumer Act 2010* (Cth), as amended or replaced from time to time.

"Consumer" means a consumer within the meaning of section 3 of the Australian Consumer Law.

"Goods" means all goods supplied from time to time to you by a member of the Gough Group, provided that:

- (a) where the goods supplied are your Inventory, then all references to Goods in these Terms shall be read as references to Inventory; and
- (b) where the goods supplied are not Inventory then all references to Goods in these Terms shall mean the goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) relating to those goods, on the basis that each such document shall be deemed to be incorporated in, and form part of, these Terms.

"Gough Group" means Gough Transport Solutions and Palfinger Australia and their Related Bodies Corporate from time to time and includes any one or more of them or any combination of any of them (whether or not acting jointly and/or severally).

"Gough Transport Solutions" means Gough Transport Solutions Pty Ltd ACN 006 368 583.

"GST" has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Inventory" has the meaning given to that term in the PPSA.

"member of the Gough Group" means any individual entity in the Gough Group.

"Palfinger Australia" means a trading entity of Gough Transport Solutions.

"Personal Property Securities Register" means the Personal Property Securities Register established under section 147 of the PPSA.

"PPSA" means the *Personal Property Securities Act 2009* (Cth) as amended or substituted from time to time.

"Related Body Corporate" has the meaning given to that term in the *Corporations Act 2001* (Cth).

"Services" means all services supplied from time to time to you by a member of the Gough Group.

"Supplier" means, in relation to particular Goods or Services, the member of the Gough Group that supplies those Goods or Services.

"Terms" means the terms and conditions contained in this document.

Unless otherwise defined by this agreement or unless the context otherwise requires, words and phrases shall have the meanings given to them in, or by virtue of, the PPSA.

## 3 Terms of contract

Any Goods or Services supplied to you shall be subject to these Terms unless the Supplier agrees in writing to change them. If you accept delivery of Goods from any member of the Gough Group, or deliver Goods to any member of the Gough Group for repairs or servicing, those actions by you will be deemed to be acceptance of these Terms, notwithstanding anything that may be stated to the contrary in your enquiries or your order. These Terms do not apply to any Goods sold to you on hire purchase or leased to you by any member of the Gough Group.

## 4 Price

4.1 Unless otherwise agreed in writing all freight, insurance, delivery and travel charges will be additional to any price quoted. Unless otherwise agreed in writing any quoted price may be altered prior to delivery of Goods to you, or before completion of repairs or Services by the Supplier, if its costs fluctuate materially. The Supplier may withdraw any quotation before it is accepted and, in any event, any quotation will lapse without notice 30 days after it is given. GST will be payable by you as an additional amount on all prices and charges.

4.2 The price for Goods and Services will be either as quoted to you in writing or, if no written quote is provided, pursuant to the Supplier's standard charges applying at the time.

## 5 Payment

5.1 Unless otherwise agreed in writing you must pay, in full, the price for Goods prior to delivery or for Services prior to supply, unless you have an approved trading account with the Supplier, in which case, subject to any applicable credit limit, you must pay for the Goods or Services by the due date, which will normally be the 20<sup>th</sup> of the month following the month of delivery or supply.

5.2 If full payment for the Goods or Services is not made on or by the due date, then without prejudice to any other remedies available to any member of the Gough Group:

- (a) all monies owing to each member of the Gough Group shall become immediately due and payable;
- (b) each member of the Gough Group may cancel or withhold supply of further Goods or services; and
- (c) interest on monies overdue shall be charged on a monthly basis and be calculated at a rate of 2% of the outstanding balance per month, and interest shall continue to accrue both before and after judgment. You shall be responsible for all costs incurred by any member of the Gough Group in recovering such monies.

5.3 Each member of the Gough Group shall have a full right of set-off with respect to amounts owed by you to it under these Terms, in relation to any monies owing by any member of the Gough Group to you howsoever arising. Your obligation under these Terms shall be to pay the full amount owing under these Terms free of all deductions or rights of set off.

## 6 Ownership and Security Interest

Ownership in the Goods shall not pass upon delivery, but shall remain with the Supplier until full payment for all monies owing by you to the Supplier has been made. Until all monies owing by you to the Supplier have been paid:

- (a) you hold the Goods supplied as fiduciary for the Supplier and will deal with them as agent for and on behalf of the Supplier (but will not hold yourself out as agent of the Supplier to any third parties);
- (b) you shall store the Goods separately consistent with the Goods being the Supplier's property, and ensure such Goods are able to be separately identified;
- (c) if you resell the Goods supplied, the proceeds of any resale will belong to the Supplier and you will pay the same into a separate account for which separate records are kept and all claims which you hold against third parties will be handed over to the Supplier;
- (d) you irrevocably give the Supplier and its agents the right to enter your premises to remove any of the Goods supplied and resell them;

## Gough Group Australian Terms of Trade

- (e) if any of the Goods become part of a product or mass (through or by whatever process) such that the identity of those Goods is lost in the product or mass, the security interest created by this clause continues in the product or mass in accordance with the PPSA; and
- (f) if any of the Goods are installed in, or affixed to, and become an accession to, other goods, the security interest continues in the accession in accordance with the PPSA.

### 7 Liens

All Goods delivered to or in the Supplier's possession for repair or servicing are subject to a lien for any sums owing by you to the Supplier for repairs or servicing carried out on the Goods. Where the Supplier retains a lien over any of your Goods and you are more than three months overdue with any monies owing, the Supplier without further notice may sell the Goods in such a manner and upon such terms as it thinks fit and may, from sale proceeds, repay the amounts owing to it for work done, and any expenses of sale.

### 8 Risk and Delivery

- 8.1 Unless otherwise agreed, you shall be responsible for the cost of and arranging transportation of all Goods. If the Supplier or any other member of the Gough Group is delivering the Goods to you, it will use its best endeavours to see that deliveries are made according to schedule, but shall not be responsible for delivery delays due to causes beyond its control.
- 8.2 Risk in respect of the Goods sold shall pass to you when the Goods are delivered to you or your carrier, or at the time you pay for the Goods, whichever is the earlier. Risk in the Goods in the Supplier's possession for servicing remains with you. It is your responsibility to insure the Goods, even if a member of the Gough Group has arranged transportation of the Goods.

### 9 Warranties

- 9.1 This clause 9 does not apply to the supply of goods or services to a Consumer.
- 9.2 Details of written warranties available, if any, will be provided upon request but are subject to clauses 9.4 or 9.5. Where any written warranty conflicts with clauses 9.4 or 9.5, the provisions of clauses 9.4 or 9.5 as applicable shall apply.
- 9.3 Except to the extent of written warranties given by the Supplier to you pursuant to clause 9.2, to the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or general law that impose any liability or obligation on the Supplier are excluded under these Terms. For the avoidance of doubt, nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other Acts of a State or Territory of Australia, the exclusion, restriction or modification of which may be void or unenforceable.
- 9.4 The Gough Group shall not be liable:
  - (a) where you have altered or modified the Goods, mis-applied the Goods, or have subjected them to any unusual or non-recommended use, servicing or handling;
  - (b) for loss caused by any factors beyond its members control;
  - (c) for loss of revenue, loss of profits, loss of production, loss of use, loss of contract, loss of business or loss of opportunity, whether arising directly or indirectly, together with indirect or consequential loss of any kind;

- (d) for any second hand Goods; or
- (e) where the terms of any written warranty have not been complied with or any manufacturer's handbook provided to you has not been complied with.

- 9.5 The Supplier's total liability (including any special, indirect, incidental or consequential damages of any character, including but not limited to loss of use of production facilities or equipment, lost profits, property damage, expenses incurred in reliance on the Supplier's performance, or lost production, whether suffered by you or any third party) in connection with defective or damaged Goods supplied by it or in relation to the provision of Services is limited at the Supplier's option to:
  - (a) replacing or repairing the defective or damaged Goods; or
  - (b) refunding the price of the defective or damaged Goods or provision of service.
- 9.6 In the event of a short delivery or errors in dispatch which would be apparent by inspection on delivery, the Supplier will accept no liability unless notified by you in writing within three days of delivery.
- 9.7 If permitted under the Supplier's parts return policy, goods may be returned to the Supplier. These must be freight paid. Where the Supplier elects to repair defective Goods, the Supplier will use all reasonable endeavours to repair the Goods as soon as possible, but will not be liable for any delay in completing the repairs.

### 10 PPSA

#### 10.1 Security:

You acknowledge and agree that:

- (a) these Terms create a security interest in favour of the Supplier in all Goods supplied by the Supplier to you. In addition, you grant the Supplier a charge in all Goods previously supplied by the Supplier to you (if any) and all after acquired Goods supplied by the Supplier to you (or for your account), which charge secures the performance by you of your obligations to the Supplier; and
- (b) these Terms shall apply notwithstanding anything, express or implied, to the contrary contained in your purchase order.

#### 10.2 Financing Statement:

You undertake to:

- (a) sign any further documents and/or provide any further information (which information you warrant to be complete, accurate and up-to-date in all respects) which a member of the Gough Group may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register;
- (b) not permit the registration of a financing change statement or make an amendment demand in respect of the Goods (as those terms are defined in the PPSA) without the Gough Group's prior written consent; and
- (c) give the Gough Group not less than 14 days prior written notice of any proposed change in your name and/or any other change in your details including, but not limited to, changes in your address, facsimile number, trading name or business practice.

#### 10.3 Waiver and contracting out

- (a) Unless otherwise agreed to in writing by the Gough Group, you waive your right to receive any verification statement or notice under the PPSA (to the extent such notices can be excluded). You also agree to irrevocably waive any rights under sections 95, 118, 123(2), 130, 132(4) and 135 of the PPSA.
- (b) You agree that sections 116(2), 120, 125, 132(3)(d), 142 and 143 and (if permitted by

# Gough Group Australian Terms of Trade

section 115(7)) Part 4.3 (other than sections 123(1), 126, 128, 129(1), 133, 134(1), 136(1) and 136(2)) of the PPSA will not apply.

## 11 General Terms

### 11.1 Mediation

If a dispute arises and the Supplier considers the dispute is one which is suitable for mediation, the parties will try to settle the dispute by mediation before resorting to litigation or arbitration. Any party may initiate mediation by giving written notice to the other. Mediators should be agreed upon by the parties, but if the parties cannot agree on one within seven days after the mediation has been initiated, then the mediator shall be appointed by the chair of the State chapter of LEADR.

### 11.2 Cancellation

You may not cancel any order for Goods or part of it without the Supplier's written consent. If you do so, in addition to any other rights the Supplier may have, the Supplier may retain any deposit paid. The Supplier shall have the right to cancel any orders for Goods which it has accepted, if due to circumstances beyond the Supplier's control it would be impractical or unreasonable to fill the order, if any information supplied by you is materially incorrect or, if in the Supplier's opinion, a satisfactory servicing or repair cannot be achieved.

### 11.3 Waiver or variation

Waiver or variation of these Terms by any member of the Gough Group will only be effective if given in writing by an authorised person. If any member of the Gough Group waives any of these Terms the waiver will not affect that member's rights under these Terms at any future time or the rights of any other member of the Gough Group at any time.

### 11.4 Changes to these Terms

We may change these terms of trade at any time by changing or removing existing terms or adding new ones. Any change applies from the time it is published on our web sites at [www.goughtransport.com.au](http://www.goughtransport.com.au) and [www.palfinger.com.au](http://www.palfinger.com.au).

### 11.5 Governing law

Where the Supplier is any member of the Gough Group other than Palfinger Australia, these Terms are governed by and will be construed in accordance with the laws of the State of Victoria and the each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria. Where the Supplier is Palfinger Australia, these Terms are governed by and will be construed in accordance with the laws of the State of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland.

### 11.6 The Privacy Act

You and any guarantor (if relevant) authorise each member of the Gough Group to collect and hold personal information from any source it considers appropriate, but at all times subject to the requirements in the Privacy Act 1988 (Cth), to be used for the purposes of providing Goods and Services to you, determining credit worthiness, for communicating promotional activities and product information on behalf of the Gough Group and its business partners and for debt collection purposes or for any other related purpose. You further authorise each member of the Gough Group to use personal information held by it for the purposes set out above and to disclose that personal information for those purposes to each other and to any other parties. For example, we may disclose personal information to our contractors or professional advisors. We may also disclose personal information where we are authorised or required to do so by law. Personal information may also be disclosed to members of the Gough Group located in New Zealand. You understand that

you have a right of access and may request correction of personal information held by the Gough Group about you. You may also make a complaint if you consider that the Gough Group has not complied with its privacy obligations to you in relation to personal information. You can find out more about how you can access or seek correction of personal information or make a complaint by contacting us at [http://www.goughtransport.com.au/contact\\_details](http://www.goughtransport.com.au/contact_details)

### 11.7 Notices

A notice or other communication given to a member of the Gough Group under these Terms must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address as specified on the relevant order form, packing slip or invoice, or as otherwise notified by that member of the Gough Group.

### 11.8 Electronic Messages

You and any guarantor (if relevant) consent to receiving electronic messages (including commercial electronic messages and promotional electronic messages) from any member of the Gough Group from time to time.

We hereby acknowledge and accept the new terms and conditions:

Company.....  
Date.....  
Signature.....  
Name (Block Letters).....  
Position.....

## PRIVACY AUTHORISATION

- 1 We collect personal information about you for the purpose of assessing the application for credit. We will use, disclose and make accessible your personal information in accordance with our Privacy Policy, the *Privacy Act 1988* (Cth), the Australian Privacy Principles (APPs) and this Privacy Authorisation.
- 2 You authorise us give to and seek personal information about your credit arrangements or obtain a credit report containing information about you from any credit reporting body. The personal information which we may give or seek includes (where applicable):
  - (a) your name, sex, date of birth, current address and last two addresses, current or last known employer and driver's licence number;
  - (b) the fact that you have entered into or propose to enter into an agreement with us and the amount of credit that you have or will obtain in accordance with the agreement;
  - (c) that you have drawn cheques for \$100.00 or more which have been dishonoured more than once;
  - (d) that court judgments and/or bankruptcy orders have been made against you;
  - (e) that you are 60 days or more overdue in making a payment to us and that steps have been taken to recover all or any part of the money that you owe; and
  - (f) that, in our opinion, you have committed a serious credit infringement.
- 3 You authorise us to give to and seek credit reports and other information about your credit arrangements from:
  - (a) credit providers named in any application by you or Agreement we enter into with you;
  - (b) any credit providers that may be named in a credit report issued by a credit reporting body.
- 4 Your authorisation entitles us to exchange information about your credit worthiness, credit standing, credit history and credit capacity.
- 5 Credit reports and other personal information we obtain about you including your credit arrangements from a credit reporting body or credit provider may be used by us for the following purposes:
  - (a) to assess your application;
  - (b) to collect payments that are overdue;
  - (c) to notify a credit provider if you breach an agreement with us;
  - (d) to exchange personal information with other credit providers as to the status of your account where you are in breach of a contract with a credit provider;
  - (e) to assess your credit worthiness;
  - (f) to allow a credit reporting body to create a file about you;
  - (g) to administer your account;
  - (h) to monitor your performance or compliance under any agreement for sale or supply of goods or services connected to provision of credit by us;
  - (i) any other purpose permitted or required by law.

- 6 You authorise us to give to and seek personal information about you from:
- (a) any person or organisation named by you in the application or provided by you from time to time;
  - (b) any guarantors, insurers, introducers, consultants, brokers or any supplier of goods and services including suppliers of goods and services of which we are linked credit provider;
  - (c) our collection agents, a credit reporting body, or an unrelated debt recovery organisation if you are in breach or default of any agreement with us; or
  - (d) our agents, advisers, related companies and organisations which service your account or any agreement you have with us.
- 7 You also authorises your accountant to release and disclose your financial information to us or our agents and you authorise government authorities which hold your driver's licence and/or motor vehicle registration information to confirm your address details to us or our agents.
- 8 If you do not provide the information requested or do not give your authority for the use of the information, we may decline the application for credit.
- 10 We will not disclose your personal information to overseas recipients.
- 11 You authorise us, our agents and contractors to use your personal information for marketing, planning and product development purposes by us or our related companies. You can request that you do not receive direct marketing communications.
- 12 You also authorise us to contact you by SMS, email and other direct or indirect modes of communication.
- 13 Our Privacy Policy contains information about how you can access and correct your personal information and make a complaint in relation to your personal information collected and held by us or you believe you have not complied with the APPs or a registered APP Code that applies to the Supplier.
- 14 We may use or disclose this information before, during or after the term of any agreement you have with us.

By completing the below details you agree that we may collect, use and disclose your personal information as set out in this Privacy Authorisation.

Dated \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**PERSONAL GUARANTEE AND INDEMNITY**

To: Gough Transport Solutions Pty Ltd ACN 006 368 583 **(Gough Transport Solutions)**

In consideration of Gough Transport Solutions agreeing to supply and continuing to supply goods and / or services from time to time

to: .....  
**(Customer)**

at my / our request (which request is hereby acknowledged).

I / We .....  
**(Guarantor/s)**

jointly and severally irrevocably and unconditionally guarantee to Gough Transport Solutions and its successors and assigns the due and punctual payment of all sums of money, interest and charges which are or may become payable at any time by the Customer to Gough Transport Solutions **(Guaranteed Money)**.

The Guarantor(s) hereby further acknowledge and agree:

- (a) that this guarantee and indemnity shall be continuing and irrevocable and the obligations of the Guarantors are absolute and unconditional in all circumstances. Gough Transport Solutions is not obliged to take any action against any person or under any security prior to claiming from the Guarantor;
- (b) that this guarantee will not be abrogated, modified, prejudiced, affected or considered as wholly or partially discharged by any one or more of:
  - (i) *any time, credit, indulgence or concession extended by Gough Transport Solutions to the Customer, any Guarantor or any other person;*
  - (ii) *any waiver, compromise, release, abandonment or renewal of any rights of Gough Transport Solutions against the Customer or any other person;*
  - (iii) *the neglect or omission of Gough Transport Solutions to enforce any rights;*
  - (iv) *the lack of power of any Guarantor to enter into this Guarantee;*
  - (v) *the fact that the moneys payable by the Customer or any part thereof may cease to be recoverable from the Customer or from any other guarantor or person or for any other reasons than that the same have been paid, and to such extent as may be necessary to give effect to this sub-clause this Guarantee shall be treated as an indemnity;*
  - (vi) *any change in the membership of or termination of any partnership or firm of which the Customer or Guarantor is a member, or the death, liquidation or bankruptcy of the Customer, or the assent of Gough Transport Solutions to any composition, arrangement or scheme in respect of the Customer or the acceptance by Gough Transport Solutions of any dividend or sum of money thereunder;*
  - (vii) *the failure of any other person named as party to execute this document; or*
  - (viii) *any variation of the terms upon which the goods and/or services are supplied to the Customer and paid for by the Customer.*



- (c) that as between Gough Transport Solutions and us, we shall be deemed to be principal debtors and liable to Gough Transport Solutions;
- (d) that if the Guaranteed Money is not paid when due, the Guarantor will immediately, on demand from Gough Transport Solutions pay to Gough Transport Solutions the Guaranteed Money in the same manner and currency as the Guaranteed Money is required to be paid;
- (e) to indemnify Gough Transport Solutions and keep Gough Transport Solutions indemnified from and against all losses, damages, costs and expenses which may be suffered or incurred by Gough Transport Solutions by reason of any breach by the Customer of any terms and covenants contained in the Terms and Conditions, a copy of which has been supplied to the Guarantor(s).
- (f) that until Gough Transport Solutions has received one hundred cents in the dollar in respect of the Guaranteed Money the Guarantor(s) agrees:
  - (i) *in the event of any bankruptcy or other administration of the Customer's estate or any winding up, official management or scheme of arrangement of the Customer the Guarantor(s) will not without the prior consent of Gough Transport Solutions lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor(s) on any account whatsoever, nor enforce any security held by the Guarantor(s) in respect of the Customer and shall hold any such debt, liability or security and any rights or benefits in respect thereof in trust for Gough Transport Solutions; and*
  - (ii) *if requested by Gough Transport Solutions, to lodge a proof of debt or similar claim in any such administration and enforce any such security as aforesaid, and to execute all such documents and do all such things as Gough Transport Solutions may require to enable Gough Transport Solutions to have and receive the benefit of or arising from any such proof, claim or security;*
- (g) the Guarantor has signed this Guarantee and Indemnity voluntarily;
- (h) the Guarantor has understood the nature and effect of this Guarantee and indemnity in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Customer to Gough Transport Solutions and all amounts that the Customer may in the future owe to Gough Transport Solutions, and has agreed to indemnify Gough Transport Solutions against all losses, damages, costs and expenses which have or may be suffered or incurred by reason of any breach or failure by the Customer; and
- (i) the Guarantor has considered the consequences to the Guarantor should he/she default in her/his obligations and responsibilities under this Guarantee; and
- (j) where any provision of this Guarantee and Indemnity is rendered void, unenforceable or otherwise ineffective by operation of law that shall not affect the enforceability or effectiveness of the remaining provisions; and
- (k) that under this Guarantee and Indemnity 'Guarantor' means the Guarantor jointly and each person who is a Guarantor severally and their respective successors and permitted assigns.

**Guarantor's Authorisation Under Privacy Act**

*I/we agree that Gough Transport Solutions may give to and seek from a credit reporting agency or other credit provider, a credit report containing personal and/or commercial credit information about me/us, including information about the credit worthiness, credit standing, credit history or credit capacity of me/us that credit providers are allowed to give or obtain under the Privacy Act 1988, and use such information for the purpose of assessing this application, and for assessing whether to*

*accept me/us as a guarantor in respect of the credit for which the application is made by the Customer, notifying other credit providers of a default by me/us, or collecting overdue payments.*

I/We agree that if Gough Transport Solutions approves the Customer's application for credit this agreement remains in force until the credit facility covered by the Customer's application ceases.

**The following is to be dated and signed by the Guarantor/s (who acknowledge receipt of a copy of this document)**

Dated: .....  
(day) (month) (year)

**Guarantor/s**

Signature of Guarantor

Signature of Guarantor

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Address of Guarantor

\_\_\_\_\_  
Address of Guarantor

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Witnesses**

In the Presence of:  
Signature of Witness

**Witnesses**

In the Presence of:  
Signature of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**THIS IS A LEGAL CONTRACT DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD THE DOCUMENT**