



Business Credit Account  
Application

**APPLICATION FOR A TRADING ACCOUNT**

<b>Who is your Lantrak Representative ?:</b>	<b>Lantrak Internal Use:</b> (Business Unit)
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<b>Name of Applicant:</b>	
<b>Aust Company No. (ACN)</b>	<b>Aust Business No. (ABN):</b>
<b>Type of Trading Entity:</b> <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Public Company <input type="checkbox"/> Private Company <input type="checkbox"/> Trust	
<b>Trade Address/es:</b>	<b>Postal Address</b>
<b>Street Address</b>	<b>Street Address</b>
<b>No. &amp; Street Name</b>	<b>No. &amp; Street Name</b>
<b>Suburb</b>	<b>Suburb</b>
<b>State</b>	<b>State</b>
<b>Postcode</b>	<b>Postcode</b>
<b>Phone</b>	<b>Phone</b>
<b>Fax</b>	<b>Fax</b>
<b>Mobile</b>	<b>Mobile</b>
<b>Email</b>	<b>Email</b>

<b>Registered Proprietor of Applicant (if applicable):</b>	<b>A.C.N.</b>
<b>No &amp; Street Name</b>	<b>Phone</b>
<b>Suburb</b>	<b>Fax</b>
<b>State</b>	<b>Mobile</b>
<b>Postcode</b>	
<b>Email</b>	

**Trading Premises:**     Owned     Leased     Other (Clarify): .....

**Nature of Business:**

<b>Date Established:</b>	<b>Amount of Credit Requested: \$</b> .....
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**Previous Trading Names (if any):** .....

<b>Directors / Partners / Proprietors of Applicant:</b>		
<b>Name &amp; Residential Address:</b>	<b>D.O.B</b>	<b>Home &amp; Mobile No's</b>
1.		
2.		
3.		
4.		

<b>Sales Contact:</b>	<b>Telephone No.:</b>
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<b>Accounts Contact:</b>	<b>Telephone No.:</b>
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<b>Bank (name):</b>	<b>Branch/Address:</b>
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<b>Accountants:</b>	<b>Address/Tel No.:</b>
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## APPLICATION FOR A TRADING ACCOUNT

**Business / Trade References:**

<b>1. Name:</b>	<b>Phone:</b>
<b>Address:</b>	<b>Contact:</b>
<b>2. Name:</b>	<b>Phone:</b>
<b>Address:</b>	<b>Contact:</b>
<b>3. Name:</b>	<b>Phone:</b>
<b>Address:</b>	<b>Contact:</b>
<b>4. Name:</b>	<b>Phone:</b>
<b>Address:</b>	<b>Contact:</b>
<b>5. Name:</b>	<b>Phone:</b>
<b>Address:</b>	<b>Contact:</b>

**SCOPE**

For the purposes of this application for credit, references to “Lantrak’ include the following entities, severally (but not jointly):

- Lantrak Pty Ltd (ACN 163 639 727);
- any other entity nominated by Lantrak as a “Lantrak” entity for the purpose of this application for credit.

**TERMS OF CREDIT**

**Credit will not be provided until Lantrak accepts this application for credit and has provided written confirmation to the Applicant.** If Lantrak accepts this application for credit, the provision of services and credit facilities to the applicant are subject to the Terms and Conditions for Provision of Services. Services available to view here [Lantrak Terms and Conditions](#). Additionally, if Lantrak accepts this application, the Applicant may be provided services and credit facilities from any Lantrak entity at Lantrak’s discretion.

**APPLICANT’S DECLARATION & EXECUTION**

By signing this application for credit, the Applicant:

- acknowledges having been provided with Lantrak's Terms and Conditions for Provision of Services and having read and understood them;
- acknowledges that it has been advised to seek legal and financial advice prior to signing this Application;
- agrees that Lantrak's Terms and Conditions for Provision of Services apply to the provision of services to it by Lantrak; and
- acknowledges that the information provided in this application is true and correct and has been relied upon by Lantrak to determine whether to grant the Applicant credit and that the signatory has full authority to complete this application on behalf of the Applicant.
- acknowledges the terms of this application.

DATED:	/	/				
<p>..... Signature by Applicant / Signed on behalf of Applicant</p>						
<p>..... Print Full Name of person signing on behalf of Applicant</p>				<p>..... Position of person signing on behalf of Applicant</p>		



## PRIVACY & PROTECTION OF INFORMATION - PRIVACY ACT 1988

Lantrak is committed to protecting the privacy and confidentiality of information it collects from customers. Lantrak is also bound by the Privacy Act 1988 and therefore must comply with the National Privacy Principles which govern the collection, use, handling and disclosure of personal and sensitive information.

Lantrak requires information from you to properly assess your application for a commercial credit trading account and/or your offer to guarantee a commercial credit trading account. If Lantrak is unable to obtain all the relevant information it requires it may not be able to approve your application for a trading account. Accordingly, Lantrak asks you to provide your consent for Lantrak to obtain information about you and about your credit history and for Lantrak to use and/or disclose such information for the purposes of assessing your application and, if approved, for monitoring your account. Lantrak may, in the course of assessing your trading account application and/or monitoring your account if approved, obtain information about you from & disclose information about you to a Credit Reporting Agency, credit providers whom may have provided credit to you and other Suppliers whom may have supplied goods to you on credit.

The information obtained by Lantrak with your consent will be held by Lantrak and you can obtain details of the information about you held by Lantrak by contacting Lantrak's Credit Manager. Under the Privacy Act 1988, you have the right:

- (a) to have access to your personal information except in certain circumstances where denial of access to your information is allowed under the Privacy Act 1988;
- (b) to have any amendment made to your information so that such information is complete, accurate and up-to-date;
- (c) where Lantrak denies you access to your information, to receive a reason for any such denial.

### CONSENTS

I / We acknowledge that I/We have (tick appropriate box):

- made an application for credit from Lantrak in the form of a 30 Day Trading Account.
- been asked to provide a Guarantee in relation to an application for credit from Lantrak in the form of a 30 Day Trading Account.

I / We hereby consent to Lantrak undertaking any of the following at any time:

1. **Commercial Credit Information:** seek and use commercial credit information about me/us to assess an application for a commercial credit trading account and monitor any such account.
2. **Consumer Information:** seek and use consumer credit information about me/us to assess an application for a commercial credit trading account and monitor any such account.
3. **Collection of Overdue Payments:** seek and use a credit report about me/us provided by a credit reporting agency to collect overdue payments from me/us.
4. **Exchange Information between Trade Suppliers:** Seek from and use or give to another Trade Supplier any information about my/our credit worthiness, credit standing, credit history and/or credit capacity.
5. **Exchange of Information with Advisers:** Seek from and use or give to any financial consultant, finance broker, accountant, lawyer or other adviser acting in connection with any application by me/us for a commercial credit trade account or the monitoring of the same.
6. **Provide Information to Credit Reporting Agencies:** Give to a Credit Reporting Agency personal or commercial information about me/us. The information may include (but is not limited to) identity particulars, the fact that I/we have made an application for a commercial credit trading account, the fact that Lantrak is a current creditor to me/us, details of any payments which have become overdue by more than sixty (60) days, details of any payments which are overdue and for which action has been commenced, details of any payments made and/or which are no longer overdue, advice that cheques drawn which have been dishonoured more than once, information that (in Lantrak's opinion) I/we have committed a serious credit infringement or acted fraudulently or shown an intention not to comply with my/our credit obligations.
7. **Provision of Information to Guarantors:** Provide information to any person who proposes to guarantee or who has guaranteed the payment of any amounts to Lantrak.
8. **Disclosure of Personal Information:** Disclose personal information about me/us to any associate, contractor or agent of Lantrak involved in the day to day assessment and/or monitoring of the commercial credit trading account provided to me/us.
9. **Exchange of Information with subsidiaries of Lantrak;** Seek from and use or give to any Lantrak entity any information about my/our credit worthiness, credit standing, credit history and/or credit capacity.

I/We authorise Lantrak, its servants & agents to make enquiries and obtain references as they consider necessary or desirable in relation to my/our application. I/We understand and agree that Lantrak may not be able to provide me/us with the commercial credit trading account if I/we do not supply/consent to Lantrak obtaining personal information about me/us.

Sign

Print Name

Date

- 1. ....
- 2. ....
- 3. ....
- 4. ....

Document No:	QMS-FRM-004	Revision:	3	Approved by:	Terry Dean
Originated by:	Jason Sproul	Revision Date:	26/07/18	Approved Date:	26/07/18

## PERSONAL GUARANTEE & INDEMNITY

To: Lantrak Pty Ltd (ACN 163 639 727). ("Lantrak")

In consideration of Lantrak agreeing to supply the following Company / Firm

..... ("Customer")

with services on credit -

I / We ..... of .....

& ..... of .....

& ..... of .....

& ..... of .....

("Properties")

(jointly and severally referred to as "Guarantor") agree as follows:

**The Guarantor hereby:**

1. Agrees to guarantee to Lantrak the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of services supplied by Lantrak to the Customer and any other sums payable by the Customer to Lantrak pursuant to Lantrak's Terms and Conditions for Provision of Services (hereinafter collectively called "guaranteed money").
2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified Lantrak from and against all losses, costs, charges and expenses whatsoever that Lantrak may suffer or incur in relation to the supply of goods or services to the Customer and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenants, acknowledges and agrees as follows:
  - a. The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Lantrak other than the payment to and acceptance by Lantrak of the whole of the guaranteed money.
  - b. Notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and Lantrak, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
  - c. This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by Lantrak notwithstanding:
    - i. that no steps or proceedings have been taken against the Customer;
    - ii. any indulgence or extension of time granted by Lantrak to the Customer;
    - iii. the death or bankruptcy or winding up of the Customer;
    - iv. that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
  - d. The Guarantor will not compete with Lantrak for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
4. The Guarantor hereby charges all its right, title and interest in the Properties referred to above, and also any property or properties that they own currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of Lantrak, with the due and punctual observance and performance of all of the obligations of the Guarantor under this Deed.
5. The Guarantor hereby acknowledges and agrees that Lantrak may, at its discretion, register and lodge a caveat(s) on such property or properties in respect of the interests conferred on it under this Deed. The Guarantor indemnifies Lantrak against all expenses and legal costs (on a solicitor/own client basis) for preparing, lodging and removing any caveat. Such registration of a caveat by Lantrak over the Guarantor's property or properties must not be challenged by the Guarantor in any way whatsoever, and the Guarantor agrees not to take any steps in filing a "lapsing notice" via the Land Titles Office to have the caveat removed, until such time that the Guarantor has paid all monies owing by it to Lantrak as claimed from time to time.
6. The Guarantor hereby acknowledges having given its consent to Lantrak to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Lantrak assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Customer.
7. I/we authorise Lantrak to search the Personal Property Securities Register at any time for any information about the Guarantors. I/we acknowledge that Lantrak may disclose personal information about the Guarantors to the Registrar of Personal Property Securities for the purpose of registering any security interests granted by the Guarantors to Lantrak pursuant to this Deed and in accordance with the Personal Property Securities Act 2009.
8. If requested, I/we must pay or reimburse the costs of registering the security interest, and provide Lantrak with all assistance reasonably required in order for Lantrak to register the charge granted under this Deed as a security interest in accordance with the Personal Property Securities Act 2009.
9. I/we waive my/our right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest granted under this Deed.
10. For the purpose of section 115 of the Personal Property Securities Act 2009, the following sections of the Act do not apply to this Deed: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and 135.
11. The lack of registration of this Deed as a security interest on the Personal Property Securities Register does not affect its enforceability against the Guarantors.
12. The term "Lantrak" includes its successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.
13. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.
14. The Guarantor acknowledges that it has been advised to seek legal and financial advice prior to signing this Application.

Document No:	QMS-FRM-004	Revision:	3	Approved by:	Terry Dean
Originated by:	Jason Sproul	Revision Date:	26/07/18	Approved Date:	26/07/18

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

SIGNED by the Guarantor in \_\_\_\_\_

the presence of: \_\_\_\_\_ Guarantor signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Witness Address

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SIGNED by the Guarantor in \_\_\_\_\_

the presence of: \_\_\_\_\_ Guarantor signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Witness Address

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SIGNED by the Guarantor in \_\_\_\_\_

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\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Witness Address

---

SIGNED by the Guarantor in \_\_\_\_\_

the presence of: \_\_\_\_\_ Guarantor signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Witness Address

Please return completed and signed application to [credit@lantrak.com.au](mailto:credit@lantrak.com.au)

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