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**AUS PITS TERMS AND CONDITIONS OF CREDIT (page 1 of 1)**

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1. The Applicant warrants that the information comprised in this Application is accurate, correct and complete and is supplied for the purpose of obtaining credit.
2. The person/s signing this Application warrant that he/she is duly authorised by the Applicant to complete and execute this Application on behalf of the Applicant.
3. In the event of Aus Pits granting credit facilities to the Applicant then:-
  - (a) All accounts are to be settled in full within thirty (30) days from the end of month as noted on the Aus Pits statement and/or invoice or within the terms as individually agreed in writing. Credit facilities may only continue if payment is maintained in accordance with the trading terms of Aus Pits and these terms and conditions.
  - (b) Should the Applicant default in making any payment in accordance with the agreed trading terms, then:
    - i. all monies due to Aus Pits shall immediately become due and payable;
    - ii. Aus Pits shall be entitled to charge interest at the rate of 1.5% per calendar month on all overdue amounts from the due date for payment until the date of actual payment; and
    - iii. Aus Pits shall be entitled to immediately register any and all security necessary to protect its interest as agreed to in the Credit Application, including but not limited to caveats.
  - (c) Any expense and/or costs or disbursements incurred by Aus Pits in recovering any outstanding monies including debt collection agency fees, legal costs, and costs of registering and withdrawing security interests shall be paid by the Applicant.
  - (d) It is expressly understood and agreed that this credit arrangement may be terminated at any time by Aus Pits. In that event, all monies owing to Aus Pits will be immediately due and payable.
  - (e) Aus Pits may at any stage during the continuance of the credit arrangement require as a condition to the grant of further credit that the Applicant give such security or additional security as Aus Pits shall in its discretion think fit. Aus Pits shall be entitled to withhold supply of goods/services or further credit until such security or additional security is obtained.

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**Trust**

4. Where the Applicant is a Trustee, the assets of the Trust shall be available to meet payment of any monies due and owing to Aus Pits.

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**Change of Ownership/Particulars**

5. The Applicant will notify Aus Pits no later than 14 days after any change of ownership, change in its address and contact details, any alteration or addition to shareholders or directors.
6. In the event of a change of ownership, where director's guarantees or charges have been granted, the outgoing director/s shall remain liable for all outstanding debts incurred until such time as Aus Pits is notified of the change of ownership.
7. This Application is binding on the director/s, and their successors, and legal personal representatives.

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**Privacy Act**

8. The Applicant and, in the case of a corporate Applicant, its directors, hereby authorises and unconditionally grants its consent to Aus Pits obtaining from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its credit facility herein so as to assist Aus Pits in deciding whether to grant credit or continue to grant credit to it or for collecting overdue payments in respect of commercial credit applied for or provided to it. The Applicant further authorises and consents to Aus Pits obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars and details of overdue payments), who have or are or intend to enter into some commercial or business dealings with it and/or grant credit to it. For the purposes of this paragraph 'report' and 'information' include any credit report originating from a credit reporting agency or any other record or information that has any bearing on the Applicant's creditworthiness, credit standing, credit history, credit capacity and personal information.

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**Amendments**

9. Aus Pits terms and conditions of credit are subject to change. All amendments will be posted to [www.auspits.com.au](http://www.auspits.com.au) without prior or separate notification. The Applicant agrees to be bound by any amendments to these terms and conditions from the date they are posted to [www.auspits.com.au](http://www.auspits.com.au). Aus Pits recommends the applicant refers to [www.auspits.com.au](http://www.auspits.com.au) regularly to review the current terms and conditions of credit.

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**SAFETY | QUALITY | INTEGRITY | COMMITMENT | ACCOUNTABILITY**

A Division of Holmes Nominees (Aust) Pty Ltd ACN 101 759 826 ABN 31 101 759 826 W: [www.auspits.com.au](http://www.auspits.com.au)