



# Application for Credit Account

## Application checklist

Please read the important Credit Terms below. The minimum acceptable information for application for credit is as follows:

### Section A

Entity name and type (e.g. ABC Pty Ltd, XYZ Inc).	Name and position of person opening the account.
Principal place of business.	Name of up to three (3) Directors of company or three (3) Partners of a business or a sole trader.
Entity telephone number.	Years in business - if less than 12 months as a registered entity we will require additional credit support. This would be either a Bank Guarantee or Security Deposit to the value of credit requested.
Principal place of business.	
ACN (Australian Company Number) and ABN (Australian Business Number).	

### Section B

Monthly and annual spend must be entered. Note: For any applications over \$25,000 per month, Audited Financial Statements must be sent with the application i.e. profit and loss, balance sheet and cash flow statements. Annual or special purpose report recommended.	Credit Terms Requested – one must be selected.  Accountant.  Auditor.
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### Section C

Five (5) trade references – contact names and direct phone numbers preferred. Please ensure that company policy does not preclude these contacts from offering a reference and that contacts are aware that we will be calling. No references from essential services will be accepted. We require at least three (3) solid references in order to approve an account. References need to reflect a trade spend similar to the credit limit requested.

### Section M

Acknowledgement must be signed, dated and name printed. This must be made by an approved authoriser of the company i.e. FC, CFO, Director etc (no accounts clerks). We owe a duty of care.

Example: Accounts payable managers or clerks cannot sign the credit application if they are also sending out the payments for the company applying.

### Section N

Not a mandatory section however Directors Guarantees or Parent Company Guarantees could be requested.

- Type your details into the log in page.
- Applications must be faxed/emailed/posted to your Account Manager or dedicated Travel Manager.
- Travel and Account Managers must complete Office Use Only section.
- All pages of the application must be returned.
- No modifications to the application terms will be accepted.

FCM contact:

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Any reference in this document made to “OpCo” is a reference to Australian OpCo Pty Ltd t/as [FCM Travel Solutions ABN 20 003 279 534].

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## Section A – Applicant details

Company name	
ABN	ACN
Name of parent co./trust (if applicable)	
Registered trading name	
Registered office address	
Trading address	
Tel	Fax
Email address	
Website address	
Years In business	No. of employees
Nature of business	
Authorised representative	
Full name of directors/proprietors/partners	Private address of directors/proprietors/partners

## Section B – Financial details

Maximum credit limit requested \$	Average yearly travel spend \$
<i>For a credit limit of \$25,000 or over please provide a current audited copy of statement of financial position, performance and cash flow. OpCo may request an audited statement of financial position, performance and cash flow to aid in the assessment of any credit application.</i>	
Credit Terms Requested: (please tick one option only)	
<input type="checkbox"/> Statement 01st of following month, payment due by 14th of month   1.0% Account Keeping Fee, 2% Late Payment Fee	
<input type="checkbox"/> Statement 23rd of month, payment due by 27th of month   0.3% Account Keeping Fee, 2% Late Payment Fee	
Accountant	Tel
Auditor	Tel
Accounts payable contact	Tel
Email	
Details of any significant financial holdings (eg Property, Shares, etc) Bank name	
Branch	Tel
Contact	Fax

## Section C – Trade references

Major suppliers – Trade must be of a similar value to the level of credit requested and not of an essential service nature (e.g. Electricity, Rent, Telephone Companies, etc)

1	Contact	Tel
2	Contact	Tel
3	Contact	Tel
4	Contact	Tel

## Section D – Method of payments

DIRECT DEBIT      EFT

## Section E – System booking requirements



Are purchase orders / travel requisitions required?	YES	NO	OTHER
If yes, indicate type:			
If other, please specify:			
Authorised travel booking representative:			

## Credit Account and Credit Terms

The following terms and conditions apply to your credit account with Australian OpCo Pty Ltd (your “Credit Account” and the “Credit Terms”). Please read these Credit Terms carefully, as they contain important information about your legal rights, remedies and obligations. You must not make any bookings with us unless you have read, understand and agree with the following Credit Terms. All references to “us”, “we”, “our”, “FCM”, “FCM Travel Solutions”, “Flight Centre”, “Flight Centre Travel Group Limited” and/or “Australian OpCo Pty Ltd” in these Credit Terms shall mean and include Australian OpCo Pty Ltd trading as FCM Travel Solutions. References to “you” and “your”, in these Credit Terms shall mean our corporate customer. By making any booking, you agree to comply with and be bound by these Credit Terms. These Credit Terms apply to any bookings you make with us, by any means including via any booking portal, booking app, online, over the phone, by email, in person).

## Section F – Application of our Booking Terms and Conditions

1. Please ensure you are familiar with our standard booking terms and conditions (these can be viewed online at [www.fcctravel.com/en-au/booking-terms-and-conditions](http://www.fcctravel.com/en-au/booking-terms-and-conditions) as they apply to you and your travel bookings, in addition to these Credit Terms. To the extent of any inconsistency between our standard Booking Terms and Conditions and these Credit Terms, these Credit Terms shall prevail to the extent of any such inconsistency.
2. Upon making a booking, the total booking cost will be charged to your Credit Account.
3. If your booking cost exceeds the limit on your Credit Account:
  - 3.1 OpCo may refuse your booking;
  - 3.2 OpCo may at its discretion temporarily increase the limit on your Credit Account; or
  - 3.3 You may elect to pay for part of the booking (that exceeds the limit on your Credit Account) by direct debit or using your credit card. If you use your credit card, you authorise us to charge all fees incurred by you in relation to the services provided to that credit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand. You indemnify us against any loss that may be experienced by us due to any fraudulent use or otherwise of that credit card.
4. Where a booking is accepted by OpCo, a confirmation invoice will be forwarded to you within fourteen (14) days of the booking being made.
5. Prices quoted by OpCo over the phone or on its website are subject to change and will not be confirmed until the booking is accepted by OpCo and a confirmation invoice is sent to you.
6. If, after your booking has been confirmed, you wish to vary your booking, OpCo will endeavour to satisfy your requirements provided that written notification is received at our offices.
7. Any cancellation that occurs after the ticket has been issued must be immediately advised to our issuing office in order to make the necessary adjustments to your account. If you wish to dispute any charge to your account, you are required to advise the issuing officer within seven (7) days of receipt of the invoice. If no such advice is received, the invoice will be assumed correct and is therefore payable. Where a cancellation occurs after the tickets have been issued, invoices must be paid in full by the due date. Any credit will be issued to your account only once the refund has been obtained from the travel service provider.
8. OpCo may disallow or reverse any such discount or rebate previously granted to you in such circumstances.
9. Any travel service provider may also charge change or variation fees or surcharges for alterations to your booking, and all such charges will also be debited to your Credit Account.
10. Should you wish to cancel a booking, you must do so in writing. A Cancellation will take effect from the date that the written notice is received at our office.
11. In all cases, where your booking involves a special fee or charges levied by the travel service provider, you will be responsible for all cancellation charges levied by the airline, hotel operator or third party provider as well as a result of cancellation, and these charges will be debited to your Credit Account.
12. You shall pay to us any applicable fees and charges set out in the schedule of fees as agreed in your client contract with OpCo, or as otherwise agreed between you and us. Such fees and charges will also be debited to your Credit Account.
13. We may cancel any or all of your bookings if you fail to settle your account with us within the approved Credit Terms. In the event that we cancel any or all of your bookings under this clause, you will be liable to us for any costs incurred or losses suffered by us and any cancellation charges levied by the travel service provider as a result of the cancellation/s.
14. We will rely on the authority of the person making the booking to act on your behalf and on behalf of any other travellers on the booking and that person will bind all such travellers to these Credit Terms. You are liable for all bookings (including any hotel room charges, property damage) made by any of your representatives in connection with your account with us and whether or not they are appropriately authorised to make such bookings and we are not required to enquire as to the authority of any of your representatives to make bookings on your behalf.
15. You agree to provide us with any information required by us to verify your identity or otherwise comply with our obligations at law. We may delay or refuse the processing of any transaction where you have failed to provide us with any information we have requested or we have reasonable grounds to suspect that such transaction may be contrary to any applicable law. We shall not be responsible to you or any other person for such refusal or delay.

### Your Application

16. In completing the application set out in Sections A to E of this Application for a Credit Account you have applied for a Credit Account issued by OpCo.

### Provision of Credit

17. In making this application for credit, you represent and warrant to us that:

17.1 the information (including all financial information) provided by you or provided on your behalf to us is true, accurate, correct and complete and is supplied for the purpose of obtaining credit;

17.2 the Credit Account will be used solely for corporate travel purposes and will not be used for personal, domestic or household purposes;

17.3 this document is valid, binding, and enforceable against you;

17.4 the execution and performance of this agreement is within your power and you have been duly authorised by all necessary action and the person/s signing below warrants that they are over the age of eighteen (18) years; and

17.5 the execution and performance of this agreement does not constitute a breach of any agreement between you and any third party or any law or regulation that you are subject.

18. We may in our absolute discretion, by notice in writing to you, decide to accept your application for credit. If your application is accepted: you will be advised of the maximum aggregate amount of credit which will be available to you under the Credit Account (your "Credit Limit");

18.2 you will be bound by these Credit Terms in connection with such credit; and

18.3 you acknowledge and agree that you are only entitled to credit, and the terms of this document will only be effective, once your application has been accepted by us in writing and executed by you in Section M below (and any applicable guarantors, in Section N below). Until you receive such notice, any goods or services that are supplied or arranged by OpCo as travel agent to you shall be on a cash basis.

19. The parties agree that if, prior to formally approving credit, OpCo grants you time to pay for any goods or services supplied, it does so on these terms and conditions and such credit shall be debited from your Credit Account.

20. We reserve the right to withdraw credit granted at our discretion if your Credit Account remains inactive for a period of six (6) months or longer.

### Repayment and other Terms

21. In the event that OpCo grants credit to you, it will establish a Credit Account with a Credit Limit and the following terms will apply to your Credit Account:

21.1 all accounts must be paid in full within the approved Credit Terms. Statements will be issued at the end of the statement period, however no statement will be issued to you if there is no amount outstanding to us in connection with the relevant period;

21.2 should you default in making any payment to OpCo when it falls due, then all moneys due and owing to OpCo shall immediately become due and payable. OpCo shall be entitled to charge interest at the rate of 2% per calendar month on all amounts due and owing calculated from the due date for payment until the actual date of payment

21.3 the Credit Limit approved by OpCo must not be exceeded. OpCo periodically reviews its credit limits and may increase or reduce the Credit Limit on your Credit Account at your request;

21.4 OpCo may in its discretion temporarily increase the limit on your Credit Account in the following instances:

(a) where OpCo in its capacity as travel agent, accepts your booking and the total booking cost exceeds your Credit Limit;

(b) any fees or charges levied by any travel service provider for any variation to your booking, where the debiting of such fee or charge will exceed your Credit Limit; or

(c) in any other circumstance where OpCo debits your Credit Account in accordance with the terms and conditions here in contained and the limit on your Credit Account is exceeded.

21.5 OpCo may also reduce the Credit Limit on your Credit Account without your approval but will not reduce it below the outstanding balance on your Credit Account without prior consultation;

21.6 any expenses and/or costs or disbursements including but not limited to legal costs incurred by OpCo in recovering any outstanding monies owed by you, shall be paid by you; and

21.7 OpCo may at its discretion at any time impose as a condition precedent to granting further credit to you, that you provide security or additional security as the case may be. OpCo in its capacity as travel agent, shall be entitled to withhold further credit or the supply of goods and/or services as agent until such security or additional security is obtained.

## Cancellation or Suspension

22. OpCo may close or suspend the Credit Account and terminate this agreement without notice to you and require immediate payment of all outstanding amounts in the following circumstances:
- 22.1 where credit is obtained by fraud or dishonesty;
  - 22.2 where the monthly statement remains unpaid beyond the approved Credit Terms;
  - 22.3 any breach of these terms and conditions by you;
  - 22.4 where a guarantee is withdrawn;
  - 22.5 where, if you are an individual, you commit an act of bankruptcy, or are made bankrupt, or you enter into or take any step that could result in you entering into a personal insolvency agreement under Part X Bankruptcy Act, or you enter into or take any step that could result in you entering into a debt agreement under Part IX Bankruptcy Act;
  - 22.6 where, if you are a company, an order is made or you pass a resolution for your winding up, or an application is made to a court for your winding up, or your shareholders pass a resolution for your winding up, or a receiver, receiver and manager, controller (as defined in section 9 Corporations Act), or similar person is appointed to, or the holder of a security interest takes (or appoints an agent to take) possession of, any of your property, or a provisional liquidator is appointed to you, or you are placed, or take steps to place, into administration or enter, or take steps to enter, into a deed of company arrangement;
  - 22.7 where OpCo at its discretion believes that the continued use of the Credit Account may cause loss or damage to OpCo or expose us to additional obligations or burdens;
  - 22.8 we reasonably consider that there has been a deterioration in your creditworthiness of financial condition;
  - 22.9 if we suspect there has been any unauthorised use of your Credit Account; or
  - 22.10 if you cease to be a customer of OpCo.
23. You may request that your Credit Account be cancelled with 30 days written notice provided that you have repaid all amounts owing under the Credit Account. We may revoke your right to use the Credit Account at any time after the receipt of your notice of termination.
24. If your Credit Account is cancelled for any reason, full payment of the Credit Account must be made within 10 days of the date of receipt of a bill or statement from us. We will return any credit balance of your Credit Account following the closure of such accounts.

## Section H – Credit Reporting and Credit Providers used by us

25. You, and in the case of a corporate applicant, its directors, hereby authorise and unconditionally grant consent to OpCo to obtaining from a credit reporting body or other person or company, information and/or reports concerning you during the continuance of your Credit Account so as to assist OpCo in deciding whether to grant credit or to continue to grant credit to you or for collecting overdue payments in respect of commercial credit applied for or provided to you.
26. You authorise and consent to OpCo disclosing information about your credit worthiness or repayment history information to credit reporting bodies and credit providers who have or intend to enter into some commercial or other dealings with you and/or grant credit to you. The credit reporting bodies to whom OpCo may or is likely to disclose your information to include:
- 26.1 Dun & Bradstreet (Australia) Pty Ltd (Phone: 13 23 33);
  - 26.2 Veda Advantage Information Services & Solutions Ltd (1300 921 621);
  - 26.3 Commercial Credit Services Pty Ltd (Phone: (02) 9671 0400); and
  - 26.4 Australian Recoveries & Collections Pty Ltd (Phone: (02) 9016 7301).
27. OpCo works with a range of credit providers, issuers, and payment service providers in connection with booking your travel and travel related products and services and arrangements and the provision of credit to you. The credit providers, issuers and payment service providers that OpCo works with may change from time to time without notice to you.
28. We receive remuneration through commissions, financial incentives, fees or payments, and other means including transaction processing fees, merchant service fees, or other payments or credits of a similar nature (together, "financial arrangements") from third party travel service providers, card issuers, credit providers, payment service providers or other persons in connection with travel and travel related bookings and travel products, services and/or arrangements made on your behalf or in connection with any credit which may be provided to you. We are entitled to retain, and we are not required to account to you, for any such fees, payments or credits we may receive. Further, we are not required by law to disclose the nature or value of these financial arrangements.

## Section I – Privacy Policy

29. We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, which is available online at <https://www.fcmtravel.com/en-au/privacy-notice> or in store. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information, and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation or tour providers and credit providers, issuers or payment service providers) with whom you make a booking and/or associated booking payment. Travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside of Australia. Generally, we will only disclose your personal information to these persons in connection with facilitation of your travel booking (and payment thereof) and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal

information to any person (including all overseas recipients), you agree that we will not be required to ensure that person's compliance with Australian privacy laws or otherwise be accountable for how they handle your personal information. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity. You also consent to the disclosure of certain information by us to credit providers, issuers, and payment service providers or their agents who we work with in connection with travel and travel related bookings made on your behalf or in connection with the provision of credit to you. You are able to view the personal information that we hold about you on request. If you think that any personal information we hold about you is inaccurate, please contact us as below, and following authentication, we will take reasonable steps to ensure that is corrected. If you have any enquiries, comments or complaints about this information or our handling of your personal information, please contact your travel manager or our Chief Privacy Officer using the details set out below and we will respond as soon as practicable:

**Chief Privacy Officer – Australia and New Zealand**

275 Grey Street  
 South Brisbane  
 Queensland 4101  
 Email: Privacy@flightcentre.com.au

## Section J – Goods and Services Tax

30. If any Supply made under or in connection with this application is a Taxable Supply then you shall pay the GST in respect of that Supply to OpCo, where the GST is calculated in accordance with the GST Act and on the basis that the consideration otherwise payable under this application is the Value of the Taxable Supply. Where applicable, OpCo will provide you with a Tax Invoice in respect of the Supply. The terms contained within this clause have the same meaning as in the GST Act, meaning A New Tax System (Goods and Services Tax) Act 1999 as amended.

## Section K – Dispute Resolution

- 31. If a dispute or difference between the parties arises under or in connection with this application, the party may not commence or maintain any litigation or arbitration in relation to that dispute (except for interlocutory relief or a stay of proceedings because of this clause) until it has provided written notice of its dispute to the other party and within 3 business days of such notice the parties' representatives have met and used their best endeavours to resolve the dispute.
- 32. If the dispute is not resolved under Section K para. 1, the dispute must be referred to the respective executive officers of each party responsible for this application within three (3) business days of the meeting referred to in Section K para. 1. The executive officers must then meet and use their best endeavours to resolve the dispute.
- 33. Despite the existence of a dispute, the parties will continue to perform their obligations under this application. For the avoidance of doubt, you must continue to make payments under this application except to the extent that the amount of payment is in dispute.

## Section L – Miscellaneous

- 34. You undertake that you will not, and if you are a corporate applicant ensure that your employees will not, infringe OpCo's intellectual property rights. Specifically, you will ensure that no unauthorised access or use of OpCo's booking systems occur.
- 35. The parties agree that this application constitutes the entire agreement of the parties about its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it.
- 36. We reserve the right to modify any of these Credit Terms at any time by giving you 30 days' advance notice. If we make changes to these Credit Terms, we will post the amended Credit Terms on the relevant applications or services used by us and by which we communicate to you (including by email), and the changes will become effective 30 days after posting. The applicable Credit Terms that will apply are those in effect at the time you make the relevant booking/s with us. After your receipt of any notice of changes, your continued use of the Credit Account will constitute your acceptance of the updated Credit Terms. If you do not accept the change, you can terminate your agreement with us by notifying us at any time before the changes come into effect, provided that any outstanding and pending charges must be paid in full by you.
- 37. You may not assign or purport to assign this document or any right under this document without the prior written consent of OpCo. You irrevocably agree and undertake that (a) OpCo may in its sole and absolute discretion assign, transfer, novate or otherwise deal with some or all of OpCo's rights and obligations under this document (including, any proceeds derived thereunder) to any person at any time, or purport to do so, without your prior written consent and without giving you notice, and (b) if OpCo does so then from the time of such assignment, transfer or novation (as applicable) (i) references to "OpCo" in this document will be construed as if they were references to the assignee, transferee or novatee (as applicable), and (ii) if a novation, your rights under this document will be against the novatee (in place of OpCo).
- 38. The parties agree to keep confidential the terms of this application and all discussions relating to this application.
- 39. Any notice required to be served by the parties pursuant to this document is only effective if it is in writing and:
  - 39.1 in the case of OpCo, emailed or faxed to the email address or fax number appearing on the first page of this application for credit; or
  - 39.2 in the case of the applicant, emailed or faxed to the registered office address or fax number contained in Section A of this application for credit or such other fax number or email address last notified in writing by the applicant to OpCo.
- 40. The parties agree that these terms and conditions of credit provided under this document shall be governed and construed in accordance with the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of that state.

## Section M – Acknowledgement



41. You acknowledge and agree to our Booking Terms and Conditions (contained at [www.fcctravel.com/en-au/booking-terms-and-conditions](http://www.fcctravel.com/en-au/booking-terms-and-conditions), and these Credit Terms, including all payment terms as set out above.
42. In relation to these Credit Terms, you acknowledge and agree that upon the acceptance of your application by us, such Credit Terms will become binding upon you including the requirement that all of our agreed fees and charges must be paid within the credit term time-frames for payment which we have agreed in Section B and that the Credit Account may be withdrawn without notice and all costs and disbursements incurred in recovering outstanding monies shall be borne by you.
43. The undersigned acknowledges that OpCo will adhere to the Privacy Act 1988 (Cth) and any other amendments thereto. OpCo may make any enquiries it deems necessary to investigate the credit worthiness of me/us including enquiries with banks, accountants, other credit providers or credit reporting agencies.
44. The undersigned on behalf of the Applicant also declares that the details and information contained within this application form are true and correct.

Signed:

Date:

Print name:

Position:

## Section N – Guarantee and indemnity

We refer to the terms and conditions applicable to the Credit Account with Australian OpCo Pty Ltd (the “Credit Terms”) entered into by:

Applicant printed name:

(the “Applicant”)

Capitalised terms used in this Guarantee and Indemnity have the meaning given in the Credit Terms.

**Important Notice** – If you sign this Guarantee and Indemnity, you may be required to pay someone else’s debt. You should ensure that you read and understand the terms under this agreement. If necessary, seek independent professional advice. By signing this Guarantee and Indemnity you agree to be a “Guarantor”.

Each Guarantor:

45. agrees to pay all monies due to OpCo pursuant to this application as if it were a principal obligor, on a joint and several basis with the Applicant;
46. guarantees to OpCo that the Applicant will pay OpCo all monies which are or may become due or payable by the Applicant pursuant to the Credit Terms contained in this document;
47. agrees that they will now, and at all times after the date of this Guarantee and Indemnity, indemnify OpCo and keep it indemnified in relation to all monies which are or may become due or owing and payable by the Applicant to OpCo;
48. agrees that, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, to indemnify OpCo immediately on demand against any cost, expense, loss or liability it incurs as a result of the Applicant not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable pursuant to the Credit Terms;
49. agrees that each obligation referred to in paragraphs 1 to 4 is a separate and independent obligation, and that none is limited by reference to the other;
50. agrees that OpCo may increase the Applicant’s limit on its Credit Account or grant further credit to the applicant, without knowledge or consent of the Guarantor;
51. agrees that OpCo may at any time in its absolute discretion, without giving any notice to the Guarantor, refuse further credit advances to the Applicant;
52. agrees that this Guarantee and Indemnity shall bind each signatory notwithstanding that one or more the persons named as Guarantor may never sign this Guarantee and Indemnity;
53. agrees that a certificate purporting to be signed by OpCo or by a director, secretary or manager of OpCo setting out the amount owing by the Applicant to OpCo shall be conclusive evidence thereof at the date of such certificate;
54. agrees that no time, waiver or other indulgence granted by OpCo to the applicant nor any variation, amendment, extension or restatement of or to the terms of any credit provided by OpCo to the Applicant (however fundamental and whether or not more onerous) shall in any way affect the liability of the Guarantor;
55. agrees that OpCo may seek recourse at any time against the Guarantor, without first seeking repayment from the Applicant or any other Guarantor;
56. agrees that in the event of the Applicant going into liquidation or voluntary winding up, the Guarantor will not prove in such liquidation or voluntary winding up in competition with OpCo and the Guarantor irrevocably authorise OpCo to prove all monies which the Guarantor may have paid pursuant to this Guarantee and Indemnity;
57. agrees that this Guarantee and Indemnity will not be affected by any act, omission, matter or thing which, would reduce, release or prejudice any of its obligations under this Guarantee and Indemnity;
58. agrees that this is a continuing Guarantee and Indemnity and that the Guarantor will not be released until all monies due and owing by the applicant to OpCo have been paid in full including any such further amounts advanced by OpCo to the applicant, regardless of any intermediate payment or discharge in whole or in part; and
59. irrevocably agrees and undertakes that (a) OpCo may in its sole and absolute discretion assign, transfer or otherwise deal with some or all of OpCo’s rights and obligations under this document (including, any proceeds derived thereunder) to any person at any time, or purport to do so, without your prior written consent and without giving you notice, and (b) if OpCo does so then from the time of such assignment, transfer or dealing (as applicable) references to “OpCo” in this document will be construed as if they were references to the assignee or transferee (as applicable).

You agree that this Guarantee and Indemnity shall be governed and construed in accordance with the laws of the State of Queensland and you agree to submit to the jurisdiction of the courts of that state.

This Guarantee and Indemnity is executed as a deed poll in favour of OpCo.

### Director guarantee and indemnity:

Executed this: \_\_\_\_\_ Day of: \_\_\_\_\_

Guarantor's printed name \_\_\_\_\_

Guarantor's signature \_\_\_\_\_

Executed this: \_\_\_\_\_ Day of: \_\_\_\_\_

Guarantor's printed name \_\_\_\_\_

Guarantor's signature \_\_\_\_\_

### Parent company guarantee and indemnity:

Executed this pursuant to s127 of the Corporations Act 2001: \_\_\_\_\_ Day of: \_\_\_\_\_

Guarantor's printed name \_\_\_\_\_

Director's printed name \_\_\_\_\_

Director's Signature \_\_\_\_\_

Director/company secretary's printed name \_\_\_\_\_

Director / Company Secretary's signature: \_\_\_\_\_

## Office use only (to be completed by Account Manager)

<b>BDM:</b>	<b>Account Manager:</b>	<b>Team leader:</b>
<b>Shop name:</b>	<b>Team name:</b>	<b>T3#:</b>

