

# Hsy Autoparts Pty Ltd ("hsy") Credit Account Application

Applicant ("business") \_\_\_\_\_  
Registered business address \_\_\_\_\_

Post code \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ Mobile \_\_\_\_\_

\*Email \_\_\_\_\_

\*Statements are electronically emailed to you. Please provide your email details below.

If you require a hard copy of your statement, please circle: **YES**

Where the delivery address is different from the Business address:

Delivery address \_\_\_\_\_

Postcode \_\_\_\_\_

## Contact details of your Accounts Department

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax \_\_\_\_\_

Email/s \_\_\_\_\_

Do you require an order number for each order? **YES / NO**

Do you require access to myhsy online? **YES / NO**

How many PCs need access? \_\_\_\_\_

(hsy's free subscription based online product search and ordering tool)

Approximate monthly requirements \$ \_\_\_\_\_

Type of business \_\_\_\_\_

Registered business name \_\_\_\_\_

ACN \_\_\_\_\_ ABN \_\_\_\_\_

Persons authorised to operate account

## Directors / partners / proprietors

Full names

1. \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Bank \_\_\_\_\_

Branch \_\_\_\_\_

Cheque account name \_\_\_\_\_

## Business references

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

# Hsy Autoparts Pty Ltd ("hsy") Credit Account Application

I/We hereby declare that:

1. I/we am/are authorised to sign this Credit Application on behalf of the Business; and
2. The information contained in this Credit Application is true and correct in every particular.

I/We acknowledge that:

1. Any credit account provided by hsy is granted on the basis of the information and representations made by or on behalf of the Business;
2. Any goods purchased with credit granted pursuant to this Credit Application are purchased on the terms and conditions of trade on the front of this form that has been given to me and of which I have read and understood; and
3. hsy reserves the right to place any applicant on a 3 month trial period on a C.O.D. basis prior to granting a 30 day credit account in accordance with the terms and conditions of trade.
4. I/we have read and agree to the T&C Of Trade, Privacy Policy and myhsy if applicable.

(a) \_\_\_\_\_ and (b) \_\_\_\_\_

Being the Directors/Partners/Proprietors of the Business do hereby unconditionally jointly and severally guarantee the payment of any debts incurred/owed by the Business to hsy.

Signature (a) \_\_\_\_\_ (b) \_\_\_\_\_  
Director/Partner/Proprietor Director/Partner/Proprietor

Date received by hsy \_\_\_\_\_

## Credit Declaration

I/We declare that the credit to be provided to the Business by hsy is to be applied wholly or predominantly for:

- Business purposes; or
- Investment purposes other than investment in residential property.

Signature (a) \_\_\_\_\_ (b) \_\_\_\_\_  
Director/Partner/Proprietor Director/Partner/Proprietor

Date \_\_\_\_\_ Date \_\_\_\_\_

## Important

You should only sign this declaration if the loan is wholly or predominately for:

- Business purposes; or
- Investment purposes others than investment in residential property.

By signing this declaration you may lose your protection under the National Credit Code.

OFFICE USE ONLY:

Customer No.: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: / /

# Statement By Applicant(s) For Credit

Please read carefully before signing. Where there is more than one applicant, each applicant is required to sign this Statement below.

1. Collecting and holding credit information (Section 21B(4)(a) Privacy Act 1988)

I acknowledge that hsy may collect credit information in relation to me, including:

- identity particulars (this includes my name, sex, date of birth, current known address, two immediately previous addresses, current or last known employer and driver's licence number);
- any of my previous applications for credit, the names of any previous credit providers, the terms of credit and the amounts approved;
- whether or not I have met my repayment obligations and the terms of those repayment obligations;
- whether any credit provider has requested a statement of information from a Credit Reporting Body in relation to any application for consumer or commercial credit that I may have made;
- the type of consumer or commercial credit, and the amount sought, in any previous application for credit made by me;
- information about payments of at least \$150 (or more in certain circumstances) which are overdue for more than 60 days, for which I have been notified of their overdue status and in relation to which the provider of that overdue credit may commence action to recover that amount;
- advice that previously overdue payments are no longer overdue;
- whether, due to an overdue payment, the terms of any previous consumer credit provided to me have been varied or new consumer credit has been provided;
- whether any judgment has been made against me in an Australian Court relating to credit provided to, or applied for by, me;
- specific information about me that has been entered in the National Personal Insolvency Index;
- my credit worthiness;
- in specified circumstances, the opinion of hsy that I have committed a serious credit infringement.
- cheques drawn by me which have been dishonoured more than once; and
- that credit provided to me has been paid or otherwise discharged.

# Statement By Applicant(s) For Credit

Please read carefully before signing. Where there is more than one applicant, each applicant is required to sign this Statement below.

I also acknowledge that this credit information is collected and held as follows:

- credit information is collected by hsy through customers supplier references and credit checks are conducted by Veda Advantage Limited;
- all credit information received by hsy is held:
  - electronically in hsy's ERP system; and
  - a physical file is maintained for any 30 day account customers who complete this application.
- credit information is collected and held only to assess the Credit Account Application;
- No details about any customer is either sold or distributed outside of hsy; and
- hsy may use the information to provide a superior service to our customers.

## 2. Holding credit eligibility information (Sections 21B(4)(b) and 21B(4)(c) Privacy Act 1988)

I acknowledge that hsy may hold credit eligibility information about me, being any of the credit information listed above that is provided to it by a Credit Reporting Body that has any bearing on my credit worthiness and that is used, has been used or could be used in establishing my eligibility for consumer credit. I consent to this credit eligibility information being collected from credit checks and references and physically attached to my Credit Account Application form and physically held by hsy on file.

## 3. Purposes of requiring credit information and credit eligibility information (Section 21B(4)(d) Privacy Act 1988)

I agree to hsy collecting, holding, using and disclosing my credit information and credit eligibility information for the following purposes:

- assessing my Credit Account Application and assisting to determine my credit worthiness;
- analysing, verifying and/or checking my credit, payment and/or status in relation to the provision of credit;
- processing of any payment instructions, direct debit facilities and/or credit facilities requested by me;
- enabling the daily operation of my account and/or the collection of amounts outstanding in my account; and/or
- providing me with a superior service.

## 4. Giving information to Credit Reporting Body (Section 21D(2)(b)(ii) Privacy Act 1988)

Hsy has informed me that it may give certain personal information about me to a Credit Reporting Body for the purposes of assessing my application for credit or the collection of any overdue payments. I understand that the kind of information that it can give is limited to credit information which is set out in the Privacy Act 1988 and examples of which are listed in Statement 1 above. I hereby authorise and accept such disclosures.

## 5. Exchanging information with other credit providers (Section 21J(1) Privacy Act 1988)

I agree that hsy may give to and seek from any credit providers named in my credit application, or any other credit providers that may be named in a credit report issued by a Credit Reporting Body, information relating to my credit arrangements. I understand that this information can include any information about my credit worthiness, credit standing, credit history or credit capacity that credit providers are permitted to give to or receive from each other under the Privacy Act 1988.

## 6. Access to consumer credit information or a commercial credit application (Section 20F(1)(a) Privacy Act 1988)

### 7. Use of credit reports for collecting overdue payments (Section 20F(1)(a) Privacy Act 1988)

If hsy considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I agree to hsy receiving from a Credit Reporting Body a credit report containing information about me in relation to collecting overdue payments.

### 8. Access to consumer credit information by trade insurers (Section 20F(1)(a) Privacy Act 1988)

I consent to a trade insurer obtaining a credit report about me which contains consumer credit information in order to assess whether to insure the credit provider for the credit given to me, or the risk of providing insurance, or to assess the risk of a default by me in relation to my application for commercial credit with hsy.

### 9. Access to credit eligibility information held by hsy (Section 21B(4)(e) Privacy Act 1988)

I acknowledge that I may access my credit eligibility information that is held by hsy provided that I contact the hsy Accounts Department in my State either by phone or email. Once I prove my identity and position, I acknowledge that the credit eligibility information that I have requested will be posted to me at the address specified on the front page of this Credit Account Application (unless otherwise directed by me and entered into hsy's database).

### 10. Correcting credit information or credit eligibility information held by hsy (Section 21B(4)(f) Privacy Act 1988)

Hsy has made it clear to me that in order to seek to correct any credit information or credit eligibility information held by hsy that relates to me, I must contact the hsy Accounts Department in my State either by phone or email. Once I prove my identity and position, I acknowledge that my credit information or my credit eligibility information will be corrected on hsy's database.

### 11. Complaints regarding hsy's failure to comply (Section 21B(4)(g) Privacy Act 1988)

I acknowledge that if hsy fails to comply with Division 3 of the Privacy Act 1988 or the registered credit provider code if it binds hsy, I may complain about that failure to comply by contacting the hsy Area Manager in my State.

### 12. Dealing with complaints (Section 21B(4)(h) Privacy Act 1988)

If a complaint is lodged pursuant to the requirements set out in Statement 11, hsy confirms that it will accept and process the complaint by ensuring that the Area Manager contacts me directly to work through my complaint.

### 13. Disclosure of credit information or credit eligibility information to entities without an Australian link (Section 21B(4)(i) Privacy Act 1988)

I acknowledge that hsy is not likely to disclose the credit information or the credit eligibility information that it holds to an entity that does not have an Australian link, unless I have given hsy my express consent for it to do so.

### 14. Likely location(s) of entities that will receive credit information or credit eligibility information (Section 21B(4)(j) Privacy Act 1988)

The country in which the entities considered in Statement 13 above may be located is Germany.

### 15. By signing below, I acknowledge that I have received the following full set of hsy's terms and conditions, as Appendices to this Credit Account Application Form, including:

- hsy Autoparts Pty Ltd – Terms & Conditions of Trade;
- hsy Autoparts Pty Ltd – Privacy Policy.
- hsy & myhsy Terms of Service/Use; and

I also acknowledge that I agree to hsy's aforementioned terms and conditions. Online copies of hsy's terms and conditions are available at [www.hsy.com.au](http://www.hsy.com.au).

NAME (Please Print)

Signature

Date