



**Canberra  
Construction  
Recyclers**

**ABN:** 33 057 664 267  
**Site:** 384 Pialligo Ave Canberra ACT  
**Mail:** PO Box 200 Campbell ACT 2612  
**Phone:** (02) 62497427  
**Email:** accounts@ccract.com.au

## CREDIT APPLICATION FOR A 30 DAY ACCOUNT

### PART A. BUSINESS CONTACT INFORMATION

<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Other	Commenced Trading:
Company Name:				ABN:
Description of Business:				
Trading Name (if different)				ABN:
Phone:	Mobile	Email:		
Registered Business Address				
Street:				
Suburb:		State:	Postcode:	
Postal Address (if different to registered address):				
Street / PO Box:				
Suburb:		State:	Postcode:	

### PART B. PROPRIETOR, DIRECTOR/S OR PARTNERS DETAILS

Name:	Position:
Address:	
Phone:	Email:
Name:	Position:
Address:	
Phone:	Email:
Name:	Position:
Address:	
Phone:	Email:

### PART C. BUSINESS AND CREDIT INFORMATION

Credit Limit Requested: \$	per month	Required	Order No:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Accounts Payable Contact Details:				
Name:				
Phone:	Mobile:	Email:		
Bank:				
Phone:	Email:			
Account Name:				
Account No:	BSB No:			

## PART D. BUSINESS/TRADE REFERENCES (MINIMUM 3)

Company Name:			ABN:		
Street:					
Suburb:			State:		Postcode:
Phone:	Mobile:		Email:		
Company Name:			ABN:		
Street:					
Suburb:			State:		Postcode:
Phone:	Mobile:		Email:		
Company Name:			ABN:		
Street:					
Suburb:			State:		Postcode:
Phone:	Mobile:		Email:		

**CANBERRA CONSTRUCTIONS RECYCLERS PTY LIMITED STANDARD TERMS AND CONDITIONS  
FOR THE SUPPLY OF INCOMING AND/OR OUTGOING MATERIALS**

The following conditions apply for the supply or incoming or outgoing material at Canberra Construction Recyclers Pty Limited.

**1. DEFINITIONS**

1.1 The following words have the meanings set out in these Terms unless the contrary intention appears:

- (1) **Agreement** means the agreement between us and you regarding the provision of Goods and Services, consisting of the Quote and these Terms;
- (2) **CCA** means the *Competition and Consumer Act 2010* (Cth);
- (3) **Company, our, us, we** means Canberra Construction Recyclers Pty Limited ACN 057 664 267;
- (4) **Customer, you, your** means the party to whom the Quote was addressed, and to whom the Goods and Services are to be provided;
- (5) **Goods and Services** means the supply of incoming and outgoing material including concrete, brick and concrete mix, mixed demolition waste, drilling water and aggregates including concrete aggregate, concrete road-base/sub-base, concrete crushed dust, concrete uncrushed screened, concrete crushed pollution control, brick crushed red aggregate, brick crushed red driveway mix, brick crushed red dust, asphalt oversize, asphalt subbase, topsoil, VENM (clean fill) and any other goods or services as may be supplied by us from time to time and **Goods** and/or **Services** has the corresponding meaning;
- (6) **GST** has the meaning given in the GST Act;
- (7) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (8) **Insolvency Event** means the events listed in clause 17.
- (9) **Parties** means the Company and the Customer and **Party** means either one of them;
- (10) **PPS Act** means *Personal Property Securities Act 2009* (Cth);
- (11) **Privacy Policy** means the privacy policy of the Company as it exists from time to time, and accessible on the Company's website;
- (12) **Quote** means the quotation provided by us to you in relation to the Company's provision of the Goods and Services;
- (13) **Site** means the address where the Goods and Services are to be provided; and
- (14) **Terms** means the terms and conditions of this document.

1.2 "Including" and similar expressions are not words of limitation.

1.3 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.4 Headings are for convenience only and do not form part of these Terms or affect their interpretation.

1.5 The Agreement constitutes the entire agreement about the subject matter and supersede all previous agreements, understandings and negotiations.

**2. ACCEPTANCE**

2.1 You are taken to have expressly accepted and are immediately bound, jointly and severally, by these Terms if you accept the Quote or place an order for any Goods and Services.

**3. ACKNOWLEDGEMENT**

3.1 You agree:

- (1) you have read and fully understand the documents forming this Agreement, and their nature and effect;
- (2) these Terms apply to the provision of any Goods and Services by us to you along with the Quote;
- (3) you may not vary these Terms without our written agreement;
- (4) these Terms prevail to the extent of any inconsistency with another document or agreement between us; and
- (5) we may from time to time, by giving you reasonable prior notice, vary these Terms.

**4. QUOTATION AND ORDERS**

4.1 A Quote remains valid from the date of the Quote for 30 days, unless otherwise specified or withdrawn by us.

4.2 We may specify the price quoted is an estimate only, due to the nature of the Goods and Services required. Where the Quote states the price is an estimate only, we will provide updates on the price, and you must pay the price as updated.

4.3 Changes or cancellations to the Goods and Services will not be effective unless they are:

- (1) provided within 48 hours of accepting the Quote; and
- (2) accepted in writing by us,

and you liable for all costs, expenses, loss and liabilities suffered by us in connection with any changes.

4.4 Prices quoted:

- (1) do not include GST unless stated; and
- (2) are applicable to that Quote only.

4.5 Any time or date given to you in respect of delivery or completion of the Goods and Services is an estimate only. We are not liable for any loss or damage whatsoever due to failure to deliver the Goods and Services (or any part of them) promptly or at all, where due to circumstances beyond our reasonable control.

**5. GST**

5.1 Should any GST as levied under the GST Act and any other tax, fee, levy or duty imposed by any competent authority be payable on any of the Goods and Services supplied, such tax, fee, levy or duty will be to your account and shall be calculated using the rates and methods of assessment in force at the time of delivery. You are liable for any other applicable tax, including, without limitation withholding tax.

**6. PAYMENT**

6.1 We may provide one invoice or monthly invoices.

6.2 If we provide monthly invoices, the invoices must be paid within 30 days after the end of the month of the invoice date.

6.3 You are not entitled to withhold payment or make any deduction in respect of any set off or counterclaim provided the invoice supplied is in accordance with the Quote and these Terms, and any agreed variation.

6.4 If you fail to pay for any instalment of the Goods and Services provided, we may in our absolute discretion, but without prejudice to any other remedy we have, postpone the fulfilment of our obligations under this order and under any other order with you until such payment is made and charge to you any extra expense incurred.

6.5 For the avoidance of doubt, if the Quote details payment terms different to that detailed above, then the terms detailed in the Quote apply.

**7. ACCESS**

7.1 You must ensure we have clear and free access to the Site to enable us to provide the Goods and Services. We are not liable

for any loss or damage to the Site, unless due to our negligence.

7.2 You agree the Site complies with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

7.3 If at your request it is necessary to cross the footpath or to enter upon private property for the delivery of Goods to the Site, you will provide safe and suitable access for us to do so. You indemnify us against any claims, liability, loss, damage, or expenses arising in connection with our entry and presence of a heavy delivery vehicle at the unloading point, and in connection with the suitability of the delivery point.

**8. COLLECTION**

8.1 If we have agreed that you will collect the Goods from our nominated facility:

- (1) you will collect the Goods from our facilities at the place, date and time specified for collection, and we will allow your authorised personnel access to the premises to collect the Goods at the specified date and time; and
- (2) you must follow all directions regarding the loading and collection of the Goods, including completing and adhering to any site induction and safety procedures we require.

8.2 If you collect, or arrange a third party to collect the Goods, this is at your sole risk, which passes to you upon collection.

**9. RISK, PROPERTY IN GOODS AND PPS ACT**

9.1 Risk in the Goods and Services supplied will pass to you upon delivery to the address advised by you. Notwithstanding the delivery, full and absolute ownership of and title in the Goods supplied by us shall not pass to you until those Goods and Services have been paid for in full and in cleared funds.

9.2 Without limiting clause 9.1 if you request we leave Goods outside Page 3 of 6 for collection or to deliver the Goods to an unattended location then such Goods shall be left at your sole risk and it is your responsibility to ensure the Goods are insured adequately or at all. We will not accept liability for loss, theft

- or damage to the Goods after delivery. In the event such Goods are lost, damaged or destroyed then replacement of the Goods is at your expense.
- 9.3 Until the Goods and Services have been paid for in full, you:
- (1) hold any Goods as bailee and fiduciary for us;
  - (2) agree the production of these Terms by us are sufficient evidence of our right to receive the insurance proceeds direct from an insurer without the need for any person dealing with us to make further enquiries;
  - (3) may not remove or change the manner in which the Goods have been labelled by us; and
  - (4) must store the Goods in a manner which shows clearly that they are our property.
- 9.4 You irrevocably authorise us at any time to enter onto any premises upon which our Goods are stored to enable us to:
- (1) inspect the Goods;
  - (2) determine if you have breached the Agreement;
  - (3) reclaim the Goods; and
  - (4) inspect and copy your records pertaining to the Goods,
- and you indemnify us against any action claim or demand arising out of the exercise of the powers under this sub-clause.
- 9.5 In the event of a default, we may without prejudice to any of our other rights, demand the immediate return of the Goods at your expense.
- 9.6 You agree:
- (1) we may register a Purchase Money Security Interest (as that term is defined in the PPS Act) in respect of the Goods;
  - (2) you will provide any information requested by us and otherwise fully cooperate with us to allow us to protect and promptly register any security interest contemplated by this clause;
  - (3) you must not grant any other Security Interest (as that term is defined in the PPS Act) in respect of the Goods without our written consent;
  - (4) we may exercise any and all remedies afforded to it under the PPS Act; and
  - (5) you indemnify, and upon demand will reimburse, us for all expenses incurred in exercising our rights under this clause.
- 9.7 The Parties, pursuant to Section 115 of the PPS Act, agree to contract out of the following provisions of the PPS Act in respect of the Goods:
- (1) sections 95, 121(4), 123(2), 130 and 135 (to the extent that we are required to give notice to you); and
  - (2) sections 96, 125, 129(2), 132(3)(d), 132(4), 142 and 143.
- 9.8 The Goods and Services may be inspected by you prior to completion of the Good and Services, and if you fail to do so, then you will be deemed to have approved them.
- 10. DELIVERY**
- 10.1 Unless agreed in writing, the time of delivery is calculated from the date of the order. Although every effort is made by us to keep the delivery date, we assume no liability for any loss or damage occasioned by delays in delivery.
- 10.2 While every effort will be made to deliver the Goods to your requested Site, the actual delivery point will be at the sole discretion of the delivery driver. If multiple attempted deliveries are required, we are entitled to charge a delivery fee for each attempted delivery.
- 10.3 Unless agreed in writing, the route and manner of delivery will be determined in our sole discretion.
- 10.4 We may deliver any Goods and Services to the Site notified by you, even if the Site is unattended.
- 10.5 Our delivery record is prima facie proof of delivery.
- 10.6 If we are prevented (directly or indirectly) from delivering any Goods by reason of any act of God or strikes, lockouts, trade disputes, fire, breakdown, interruption of transport, governmental action or any other cause whatsoever outside of our control, we are under no liability whatsoever to you and are entitled at our option either to terminate the order or to extend the time of its performance.
- 11. SUPPLY OF PRODUCTS**
- 11.1 You acknowledge that you rely on your own knowledge, expertise, and judgment in selecting the Goods for your intended use. You further acknowledge that any advice or recommendations provided by us regarding the selection or use of the Goods are for general informational purposes only and do not constitute professional advice or a guarantee of the suitability of the Goods for your intended use. We make no representations or warranties about the Goods unless they are expressly set out in this Agreement. Nothing in this clause is intended to exclude liability for fraud or fraudulent misrepresentation or for any other representations which cannot be excluded by law.
- 11.2 Given the nature of the Goods, and factors such as product bulk density, delivery truck capacity, and site access and regulations, you acknowledge and accept that the delivery quantity is approximate, and you agree to accept a tolerance range of 10% over or under the quantity specified in the Quote.
- 11.3 The Goods must be unloaded by you as soon as possible after the arrival of the delivery vehicle at the delivery address. If unloading of the Goods are not completed within 30 minutes of arrival, we may charge you a surcharge for the excess waiting time.
- 12. SUBSTITUTE GOODS**
- 12.1 We may, in our discretion, substitute the Goods and Services set out in the Quote, provided the substitute goods and services are of similar quality and style.
- 13. DEFAULT**
- 13.1 If you fail to pay for any Goods ordered by the due date or fail to comply with your obligation under these Terms:
- (1) the balance of any money owing by you to us immediately becomes due and payable;
  - (2) we may charge interest at 1.25% per month calculated daily on any money due and owing and payable;
  - (3) we may withhold the delivery of any Goods ordered or cancel any order still being placed; and
  - (4) you authorise us to retake possession of any Goods that have been supplied but not paid for.
- 14. CUSTOMER'S INDEMNITY**
- 14.1 You indemnify us, our employees, agents, and subcontractors against:
- (1) all damages, losses, expenses, and costs for any claims made against us whether directly or indirectly sustained in any way in connection with these Terms. The indemnity includes any claim by any third party for loss or damage to any goods, property, injury or death of any person or economic loss arising out of or relating to the Goods and Services, including your use of the Goods and Services; and
  - (2) all reasonable costs and disbursements which we may incur in recovering any sums due to be paid by you, including but not limited to any debt recovery agency fees, court fees or legal fees on an indemnity basis.
- 15. LIMITATION OF LIABILITY**
- 15.1 Section 64A of the Australian Consumer Law contained in the CCA has the effect of enabling a corporation which has contracted to supply goods, and services, to limit its liability in certain circumstances for breach of a guarantee implied in the Act.
- 15.2 Subject to the qualification in Section 64A of the Act, our liability for breach of a guarantee implied in Division 1 of Part 3-2 of the Act in the case of Goods or Services supplied to you, shall be limited to, in the case of Goods, any one or more of the following:
- (1) replacement of the Goods or the supply of equivalent Goods;
  - (2) the repair of the goods;
  - (3) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
  - (4) the payment of the cost of having the goods repaired,
- or in the case of services:
- (5) the supplying of the services again; or
  - (6) the payment of the cost of having the services supplied again.
- 15.3 Except as required by law and as herein provided all implied warranties and guarantees with respect to the Goods and Services supplied by us to you including, without limitation guarantees as to quality, fitness for purpose, and sale by sample are excluded. In particular, we do not accept any liability for any direct, indirect or consequential loss or damage caused to you or any other person which arises out of the negligence or carelessness of us or any of our employees, agents, contractors, suppliers or servants, or which arises directly or indirectly from the use of any information, advice, or recommendation of any employee or from any alleged breach of duty in respect of any Goods or Services supplied by us.
- 15.4 We are not liable for any damage arising from any Goods not being fit for the purpose for which the Goods may be used or supplied or in respect of any claim that the Goods were not of merchantable quality or do not correspond with the description on our Quote and/or invoice.
- 15.5 Nothing in this clause shall be read or applied so as to purport to exclude, restrict, or modify or have the effect of excluding, restricting or modifying the

- application in relation to the supply of goods or services of all or any of the provision of Part 3-2 of the Act or any relevant or similar State or Federal legislation which by law cannot be excluded, restricted or modified.
- 15.6 We not responsible for and do not accept any liability in relation to discrepancies between estimates of quantities we may have prepared based on plans or other information given by or on behalf of you and the quantities you actually require. You warrant you have verified and in any event accept responsibility for the accuracy of quantities ordered as being in accordance with your requirements.
- 15.7 You are not relieved from any obligation to accept or pay for goods by reason of delay in delivering or dispatch.
- 15.8 We do not accept any claim by you for failure to deliver, short delivery, supply of incorrect goods, faulty workmanship or pricing errors.
- 15.9 We are not liable under any circumstances for consequential damages or expenses suffered or incurred by you or any third party arising out of or in connection with the Goods or Services.
- 16. CUSTOMER WARRANTIES**
- 16.1 You warrant:
- (1) all of the information you have supplied us is true and correct; and
  - (2) you will immediately notify us if there is any change in the information provided.
- 17. CUSTOMER INSOLVENCY**
- 17.1 If you:
- (1) become bankrupt;
  - (2) are the subject of an application to wind up, or if a receiver, a receiver and a manager, or an administrator is appointed in respect of the you or any of your assets; or
  - (3) arrange for composition with your creditors or attempt to make such an arrangement or composition; or are unable to pay your debts as they fall due; or
  - (4) cease business; or
  - (5) have a mortgagee enter or seek to re-possess your assets,
- then all money then owing to us (including any amounts which would not otherwise be payable until a later date or dates) shall become immediately due and payable.
- 18. TERMINATION**
- 18.1 We may terminate this Agreement on 30 days notice without fault.
- 18.2 We may terminate this Agreement, or any part of it if you commit or suffer any of the following events:
- (1) you fail to comply with any obligation under this Agreement;
  - (2) you fail to remedy any breach of this Agreement within 30 days of being notified to do so;
  - (3) you have not paid any amount owed to us on time, whether or not we issue a written demand;
  - (4) any action is initiated by a competent authority to strike your name off any register; or
  - (5) an Insolvency Event occurs.
- 18.3 The termination of this Agreement, or any part of it, will not affect the rights and obligations of the Parties accrued up to and including the date of termination.
- 18.4 You agree all amounts paid to us in accordance with the Agreement, are non- refundable once paid.
- 18.5 We have the right to seek urgent interlocutory relief and you agree the usual undertakings as to damages are not required.
- 18.6 Upon termination, if any Goods in your possession remain unpaid for, you authorise and enable us to access and enter the relevant site to repossess the Goods, at our sole election.
- 19. FORCE MAJEURE**
- 19.1 We may suspend agreements and deliveries in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, theft, crime, force majeure, or the inability of us to procure necessary materials or articles preventing or inhibiting the performance of this Agreement.
- 19.2 We do not accept responsibility for any default, delay, loss or damage due to any of the above causes or to any other cause beyond our control.
- 19.3 If clause 19.1 applies, we are entitled to determine this Agreement, and you do not have any claim for damages arising out of the cancellation.
- 20. USE OF PERSONAL INFORMATION**
- 20.1 We may, subject to our obligations under the *Privacy Act 1988* and our Privacy Policy, collect, store and use and disclose to our related companies, partners, contractors, and agents in any jurisdiction, information about you and your business as reasonably required for those purposes or in connection with any lawful right that we may have.
- 20.2 We may disclose information provided by you to a credit reporting agency, including if you default, and may obtain and rely on any report we obtain in relation to you.
- 21. GENERAL**
- 21.1 Time is of the essence for your obligations under this Agreement.
- 21.2 You must not assign your interest in this Agreement or any part of it without our prior written consent. We may assign our rights and obligations.
- 21.3 This Agreement is governed by the law of the Australian Capital Territory and the Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory. Neither Party may object to the Australian Capital Territory as the forum for any proceeding.
- 21.4 If any part of a provision of these Terms is unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Terms will have full force and effect, and the validity or enforceability of this Agreement in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Agreement or is contrary to public policy.
- 22. BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENTS ACTS (WHERE APPLICABLE)**
- 22.1 At our sole discretion, if there are any disputes or claims for unpaid Goods and Services then the provisions of the *Building and Construction Industry Security of Payments Act 1999* (NSW), or *Building and Construction Industry (Security of Payment) Act 2009* (ACT) ('SOPA') may apply.
- 22.2 Nothing in these Terms is intended to have the effect of contracting out of any applicable provisions of SOPA), except to the extent permitted by SOPA, where applicable.

Application is hereby made for a credit account and I/we agree to be bound by the above terms and conditions

Signed by all partners, directors or sole trader (as applicable)

SIGNATURES	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

Version 10/2025

## PART E. PERSONAL GUARANTEES

THE PERSONAL GUARANTEE IS REQUIRED FOR EACH DIRECTOR

In consideration of the Company having agreed at the Guarantor's request to supply or continue to supply the Applicant (being the Applicant identified in the accompanying Application for credit account) with goods and services on credit, the person identified below as guarantor ("the Guarantor") agrees with the Company as follows:-

1. The Guarantor:
  - 1.1 Guarantees the due and punctual payment to the Company of all amounts which the Applicant does now or may at any time in the future owe to the Company;
  - 1.2 Guarantees the punctual and correct compliance of all obligations set out in the accompanying Terms and Conditions (including payment obligations) which the Applicant owes now or may in the future owe to the Company; and
  - 1.3 Indemnifies the Company against any loss it may suffer if the Applicant does not meet any of its obligations set out in the accompanying Terms and Conditions.
2. This Guarantee and Indemnity creates a principal obligation from the Guarantor to the Company and it is in addition to any security which the Company holds from the Applicant. This Guarantee and Indemnity may be enforced without the Company having to take any steps against the Applicant or any security.
3. This Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between the Company and the Applicant are ended, all amounts owing to the Company by the Applicant are paid, and all obligations of the Applicant to the Company are complied with in full and the Guarantee and Indemnity has been discharged in writing by the Company.
4. This Guarantee and Indemnity is not affected and is still enforceable notwithstanding:
  - 4.1 any amount owing to the Company by the Applicant not being recoverable by the Company for any reason at all;
  - 4.2 the Company does not complying with any law or any agreement with the Applicant;
  - 4.3 the Company granting any time, release or any other concession to the Applicant or the Guarantors or any one or more of the Guarantors. Notice of the granting of any time, release or other concession to the Applicant need not be given to the Guarantor;
  - 4.4 one or more of the Guarantors or any other party not executing this Guarantee and Indemnity;
  - 4.5 the death, incapacity, administration, bankruptcy, liquidation, receivership or insolvency of the Applicant or of the Guarantor;
  - 4.6 a payment by the Applicant or by any Guarantor to the Company being set aside in bankruptcy, liquidation, litigation or official management of the Applicant or of any Guarantor;
  - 4.7 a Guarantor ceasing to be director of or be involved with the Applicant or the change in status or structure of the Applicant;
  - 4.8 the Company in its absolute discretion and without notice to the Guarantor, refusing or limiting further credit or supplies of goods or services to the Applicant.
  - 4.9 any other thing occurring which could otherwise limit the effect of this Guarantee and indemnity;
  - 4.10 where there are two or more Guarantors their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if:
  - 4.11 this Guarantee or Indemnity is not enforceable against one of them or the liability of one of them ceases;
  - 4.12 any Guarantor dies; or
  - 4.13 a Guarantor is unable to perform his or her or its obligations under this Guarantee and Indemnity.
5. The Guarantor agrees to waive all rights inconsistent with the terms of this Guarantee and Indemnity.
6. Each Guarantor hereby charges with payment of the monies and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by the Guarantor. Each Guarantor agrees that if demand is made upon him or her or it by the Company, that Guarantor will immediately execute a mortgage (the terms of such mortgage as determined by the company) or other instrument of security, or consent to a caveat, as required by the Company to better secure the obligations of the Guarantor under this equitable mortgage and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints the Company and any agent or solicitor of the Company to be the Guarantor's true and lawful attorney to execute and register such instrument.
7. Each Guarantor agrees that the Company may seek from a credit reporting agency, a credit report containing personal information about the Guarantor to assess whether to accept them as guarantors for credit applied for or provided to the Applicant. The Guarantor agrees that if the Company approves the Applicant's application for credit, this Guarantee and Indemnity remains in force until written notification from the Company.
8. If the Applicant is a trustee of a trust, the Guarantor warrants that the Applicant has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.
9. The Guarantor:
  - 9.1 will pay the account service fee on monies owing under this Guarantee and Indemnity at the same rate as the Applicant is required to pay pursuant to the Terms and Conditions both before and (as a separate, independent obligation) after any judgment; and
  - 9.2 subject only to the matters set out in this Guarantee and Indemnity has made independent investigations and inquiries and has not entered into this Guarantee and Indemnity as a result of or by reason of any promise, information, representation or statement of any kind whatsoever given by or on behalf of the Company.
10. This Guarantee and Indemnity and the Company's rights under it may be absolutely assigned or transferred by way of security by the Company without the consent of the Applicant or the Guarantor.
11. Subject to the terms of this Guarantee and Indemnity, this Guarantee and Indemnity together with the Terms and Conditions, constitute the sole and entire agreement between the parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Guarantee and Indemnity or Terms and Conditions has no force or effect.
12. Each Guarantor (if there is more than one) acknowledges and agrees that:
  - 12.1 the Guarantor has read and understood the Privacy Act 1988 and the Statement and Authority which is attached to this Guarantee;
  - 12.2 if the whole or any part of the monies hereby owing under this Guarantee and Indemnity are or may be irrecoverable from the Applicant by the Company for any reason whatever where the amount thereof or resulting therefrom is nonrecoverable from the Guarantor as a surety, then in each and every case:-

- 12.3 the Guarantor as a separate and additional liability under this Guarantee and Indemnity, indemnifies the Company in respect of the monies owing under this Guarantee and Indemnity;
- 12.4 the Guarantor as a principal debtor agrees to pay to the Company when demanded in writing a sum equal to the amount of monies owing under this Guarantee and Indemnity; and
- 12.5 for the purposes of this Guarantee and Indemnity, this clause shall be construed as if the monies owing under this Guarantee and Indemnity were recoverable and the terms of this Guarantee and Indemnity will apply as far as possible, with any necessary changes being made.
13. In the event that the whole or any part or parts of any clause in this Guarantee and Indemnity is judged to be unenforceable by a court of competent jurisdiction then such clause or part thereof shall be to that extent severed from this Guarantee and Indemnity without effect to the validity and enforceability of the remainder of these clauses.
14. A statement in writing signed by any Director, Secretary, Credit Manager or other authorised person on behalf of the Company stating the balance of the monies due to the Company by the Applicant shall be prima facie evidence of the amount of the indebtedness of the Applicant to the Company at the date of that statement.
15. This Guarantee and Indemnity shall be governed by the laws of the Australian Capital Territory. The Guarantor and the Company submit to the exclusive jurisdiction of the courts in Canberra. The Guarantor and the Company agree that proceedings may be commenced in any court in Canberra and consent to that court having jurisdiction notwithstanding that the court would not have such jurisdiction without this clause.
16. Definitions:
- 16.1 **Person** is defined to include but not limited to a company, trust, partnership or incorporated association;
- 16.2 **Company** means Canberra Construction Recyclers Pty Ltd (formerly Canberra Concrete Recyclers Pty Ltd) ABN 33 057 664 267 and any subsidiary or related entity as those terms are defined in the Corporations Act 2001;
- 16.3 **Applicant** means the Applicant identified in the accompanying credit application for credit form and Terms and Conditions;
- 16.4 **Terms and Conditions** mean the preceding Terms and Conditions.

<b>The Guarantor's Name:</b>	<b>The Guarantor's Name:</b>
Signature: _____ Date: _____	Signature: _____ Date: _____
Witnessed by: _____	Witnessed by: _____
Signature: _____ Date: _____	Signature: _____ Date: _____
<b>The Guarantor's Name:</b>	<b>The Guarantor's Name:</b>
Signature: _____ Date: _____	Signature: _____ Date: _____
Witnessed by: _____	Witnessed by: _____
Signature: _____ Date: _____	Signature: _____ Date: _____

OFFICE USE ONLY

Approved by:

Date:

Credit Limit:

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