



AFSA CREDIT APPLICATION

Privacy

The information on this form is collected and used for the primary purpose of transacting with AFSA. AFSA's privacy policy explains how personal information is managed. The policy can be viewed on AFSA's website (www.afsa.gov.au/privacy) or you may request a copy.

Institution/Company/Business Information

If you are applying for credit as a user of AFSA's insolvency/bankruptcy services, you will need to be registered as an online user. You can register online at www.afsa.gov.au

If you are applying for credit as a user of the Personal Property Securities Register (PPSR), you will need to be registered as an online user. You can create an account online at www.ppsr.gov.au.

For PPSR users, please enter your PPSR Account Number:

Customer Details

Trading name of organisation

Entity type

- | | | | |
|-------------------|---------------------------------------|------------------------------|-----------------------------|
| Government agency | Authorised deposit-taking institution | Publicly listed company | Proprietary limited company |
| Partnership | Sole trader | Trustee (company/individual) | Other entity |

Nature of business

Registered company name

ACN

ABN

Date established (DD/MM/YYYY)

Annual turnover

Number of employees

Phone number

Fax number

Email

Registered/Trading Address

Address

Postcode

Is your postal address the same as your Registered/Trading Address?

No

Yes

Details of Services

Please indicate which services you will be using. Please note that PPSR and insolvency are treated as separate credit facilities and applications for each will be assessed separately.

PART A - Insolvency

Do you require a credit facility for insolvency/bankruptcy?

No Yes

Please indicate which services you will require:

Insolvency:

Bankruptcy notices and extensions

Debt agreement proposal fee

S188 filing fee

Official Receiver notices

Other

Of the services you require, please indicate your anticipated monthly usage (transaction volume)

Bankruptcy Notices

Bankruptcy Notice extensions

Debt agreement proposal fee

Section 188 filing fee

Official Receiver notices

Other

Proposed monthly credit limit: (\$)

PART B - PPSR

Do you require a credit facility for PPSR?

No Yes

Please indicate which services you will require:

PPSR:

Searches

Registrations

Of the services you require, please indicate your anticipated monthly usage (transaction volume)

Searches

Registrations

Proposed monthly credit limit: (\$)

Business Contact Information (provide details of financial/administrative contact person/s)

Department or Business Area

Title

Given name/s

Surname

Position of contact person

Phone number

Fax number

Email

Acknowledgement

I / we

Title Given name/s

Surname

Address

Postcode

Organisation (if applicable)

Position/capacity (if applicable)

Title Given name/s

Surname

Address

Postcode

Organisation (if applicable)

Position/capacity (if applicable)

Hereby Declare That:

1. The information provided is true and correct and the Customer acknowledges that in determining to supply services, AFSA will rely on the representations made in this application.
2. I have read the Terms and Conditions of Credit set out below.
3. I am not aware that the Customer has any unsatisfied defaults registered, unregistered defaults, pending judgements or orders which may impact this application or the Customer's ability to repay any credit offered.
4. I am authorised on behalf of the Customer to enter this agreement and accept the Terms and Conditions of Credit.

The applicant agrees to be unconditionally bound by the Terms and Conditions of Credit and acknowledges that all services are provided subject to the Terms and Conditions of Credit.

Execution

Signed by the applicant/s:

Date (DD/MM/YYYY)

Send completed form to:

Postal address: Australian Financial Security Authority, GPO Box 821, Canberra, ACT, 2601

Email address: accounts.receivable@afsa.gov.au

(Signed and scanned copies of completed form accepted by email)

TERMS AND CONDITIONS OF CREDIT

1. In applying for credit with the Australian Financial Security Authority, I/we (the Customer) acknowledge that any credit (the credit facility) granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by the Australian Financial Security Authority at its discretion and notified to the Customer. The Customer further acknowledges and agrees that, if the Customer is granted credit facilities in respect of both insolvency services and PPSR services, when applying the terms and conditions each is to be treated as a separate credit facility.
2. Payment terms are "Net 30 Days", payment being due within 30 days from the date of invoice unless alternative terms are agreed upon by the Australian Financial Security Authority in writing.
3. Any credit limit approved by the Australian Financial Security Authority and advised to the Customer must not be exceeded. The Australian Financial Security Authority periodically reviews its credit limits. The Customer agrees that the Australian Financial Security Authority may review and revise the Customer's credit limit at any time. The Australian Financial Security Authority may increase or reduce the Customer's credit limit at the Customer's request. The Australian Financial Security Authority may also reduce the Customer's credit limit without request, but the Australian Financial Security Authority will not reduce the Customer's credit limit below the outstanding balance on the account at the time of the reduction without prior communication with the Customer.
4. The Australian Financial Security Authority reserves the right to pursue collection of outstanding amounts. Related costs including but not limited to external collection agent fees, legal and court costs may be added to the outstanding amount owed under the credit facility.
5. The Australian Financial Security Authority may at any time set-off amounts owed by the Australian Financial Security Authority to the Customer from the amounts owed by the Customer to the Australian Financial Security Authority. The Australian Financial Security Authority will apply payments against the outstanding amounts in the order in which they were incurred.
6. The Customer indemnifies and holds harmless the Australian Financial Security Authority and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any breach of these terms and conditions by the Customer or any negligent act or omission by the Customer and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.
7. The Customer accepts and acknowledges that the Australian Financial Security Authority may disclose information disclosed in the course of this credit application to a credit reporting agency.
8. The Customer agrees to the Australian Financial Security Authority obtaining personal information from any credit reporting agency or a credit provider for the purpose of assessing any application submitted by or on behalf of the Customer for commercial credit (including information as to creditworthiness); and agrees to that agency or provider providing that information to the Australian Financial Security Authority for that purpose.
9. The Customer agrees to the Australian Financial Security Authority obtaining from, and provision by, any such credit reporting agency or credit provider further credit reports, which may assist the Australian Financial Security Authority in recovering any sums outstanding under the terms of the credit facility to which this application may lead.
10. The Australian Financial Security Authority is not liable for any costs incurred in the completing of this form. The Customer is responsible for any stamp duty or other government charges levied on or in connection with this application or any associated credit facility or guarantee.
11. The Customer agrees that it is the responsibility of the Customer to advise the Australian Financial Security Authority of any change of address or contact information in writing within a timely manner and no later than 30 days from the date that the change is effective.
12. In the event of a dispute regarding an outstanding amount:
 - (a) the Customer agrees that the dispute will be dealt with as follows:
 - (i) the Customer will give the Australian Financial Security Authority a written notice setting out the amount and full particulars of the dispute, including the reasons the Customer disputes the amount, and the contact details of a nominated representative with authority to settle the dispute on behalf of the Customer;
 - (ii) the Customer's representative and the Australian Financial Security Authority will try to settle the dispute by direct negotiation between them;
 - (iii) the parties will attempt to achieve a speedy resolution; and
 - (iv) if the parties have been unable to settle the dispute within 28 days either party may commence legal proceedings
 - (b) the Customer will remain liable for the amount and full payment of all invoices are required by the due date (unless the Australian Financial Security Authority otherwise consents in writing); and
 - (c) this clause does not apply to:
 - (i) legal proceedings by either party seeking urgent interlocutory relief; or
 - (ii) any action by the Australian Financial Security Authority under clauses 16 to 22.

13. The Australian Financial Security Authority may request the Customer to provide general purpose financial reports and other financial information for the assessment of this credit application.

Director's Guarantee

14. If the Customer is a body corporate, the Australian Financial Security Authority may at any time before or during the operation of the credit facility require one or more of the Customer's directors and/or officers to guarantee repayment of the credit facility. If a director/officer who has provided such a guarantee vacates their office, the Customer must notify the Australian Financial Security Authority in writing within 14 days.

Confidentiality of the Applicant's information

15. Except as required by law, the Australian Financial Security Authority will only use or disclose the Customer's personal information as necessary for the assessment and administration of the credit facility - for example, to accounts receivables staff or to external auditors.

Termination, Suspension and Default

16. In the event that full payment is not received by the due date the credit facility may be suspended or cancelled without notice. Reinstatement of credit terms after any suspension will be at the discretion of the Australian Financial Security Authority.

17. The Customer acknowledges that the Australian Financial Security Authority may suspend or terminate the credit facility immediately (with or without written notice), if the Customer:

- (a) obtains credit by fraud, dishonesty or omission; or
- (b) allows the amount of a monthly statement to remain unpaid for more than 30 days from its due date; or
- (c) breaches any of these terms and conditions; or
- (d) being an individual, commits an act of bankruptcy; or
- (e) being a body corporate, becomes externally administered; or if:
- (f) the Australian Financial Security Authority believes that the continued use of the credit facility may cause loss or damage to the Customer or the Australian Financial Security Authority; or
- (g) in the opinion of the Australian Financial Security Authority any change in circumstances, including, without limitation, changes in the Customer's constitution, ownership, membership, control status or ability to provide security for payment of amounts which have or are likely to be charged to the credit facility, makes the continuance of the application undesirable or unsatisfactory; or
- (h) where one or more persons guarantee the Customer's obligations under the credit facility - that person or those persons withdraws his, her or their guarantee.

18. Subject to any relevant legislative requirement, in the event the Customer breaches any of these terms and conditions, the Australian Financial Security Authority reserves the right to notify credit reporting agencies of that breach. The Customer acknowledges that any damages suffered by the Customer as a result of the listing is solely the Customer's responsibility and holds the Australian Financial Security Authority and its officers, employees and agents safe from claim in respect of any damages.

19. If the credit facility is suspended or cancelled then the Australian Financial Security Authority may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of the Customer's obligations in respect of the credit facility.

20. The Customer must pay to the Australian Financial Security Authority all amounts reasonably incurred or expended by the Australian Financial Security Authority in exercising its rights as a result of a breach of these terms and conditions by the Customer or as a result of any circumstance referred to in clause 17.

Variations

21. The Australian Financial Security Authority may vary these terms and conditions with respect to future transactions between the Australian Financial Security Authority and the Customer:

- (a) by agreement between the Australian Financial Security Authority and the Customer; or
- (b) by the Australian Financial Security Authority giving to the Customer not less than 21 days' prior written notice specifying the variation and the date on which the variation becomes effective.

22. Notice of the variation under this clause need not be sent separately and may be sent with the Customer's statement of account or as part of any other correspondence.