



ACN: 006 629 303
 21 Benn Court
 Derrimut Victoria 3030
 Australia

Phone: +61 (3) 9394 0900
 Fax: +61 (3) 9394 1690

COMMERCIAL CREDIT APPLICATION

** Registered Name:					
Trading Name:					
ABN and ACN (if Company):					
Address:					
Postal Address: (all invoices, statements etc will be sent to this address)					
Please Indicate:	Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Prop <input type="checkbox"/>	Trustee Co <input type="checkbox"/>	Inc Assoc <input type="checkbox"/>
Telephone:			Facsimile:		
Contact:			Mobile:		
Email:			A/C Payable contact:		
Nature of Business:			Customer No. (office use only):		
Age of Business:			Purchase Order Number Required:	YES	NO

Full name and residential addresses of all the Directors/Partners/Proprietors:
 (Please attach a separate page if insufficient space)

Name	Residential Address	Home Telephone

Bank Details:

Bank	Branch	BSB	Account No.
Account Name:			

Please provide a minimum of three trade references (preferably major/market leading entities):

Company Name	Contact Name	Telephone No.
1.		
2.		
3.		
4.		

~~Estimated amount of credit facility required (monthly): \$ _____~~

**** Special Note:** if the Company acts as, or is part of, a Trust/Nominee company then the provision of personal guarantee/s from the Trust Beneficiary / Beneficiaries is required to process this application.

TERMS & CONDITIONS

The following Terms and Conditions apply to any contract for the supply of goods or services by **Auspark Australia Pty Ltd ACN 006 629 303 ("Company")** to the party named in the Credit Application ("**Customer**") annexed to these Terms and Conditions ("**Contract**"). Any other terms and conditions purported to be included by the Customer are hereby excluded. Each time the Customer places an order with the Company the Customer accepts these Terms and Conditions as governing the supply of the goods or services ordered. Amendments to or deviations from these Terms and Conditions must be agreed in writing by the Company.

- 1. Orders:** The Company reserves the right to accept or reject any order in whole or in part for any reason, including without limitation the unavailability of any goods or where there are outstanding moneys owed to the Company beyond their due date.
- 2. Payment:** Payment for goods supplied must be made no more than seven (7) days from the issue of an invoice unless otherwise agreed in writing by the Company.
- 3. Price:** Prices quoted are exclusive of GST, which when applicable will be charged to the Customer. Prices quoted shall be subject to variation at the election of the Company at any time on providing notice to the Customer.
- 4. Interest:** Interest on overdue accounts shall be charged at a rate that is 2% above the Company's prevailing bank overdraft rate. Interest accrues from day to day, from the day the relevant invoice was issued by the Company up to and including the day the relevant invoice is paid in full. Any amount of interest, together with the outstanding purchase price is payable by the Customer on demand and, further, the Customer expressly undertakes to pay all such interest.
- 5. Collection Expenses:** Should it be considered necessary by the Company to incur legal and/or other expenses, including any such expenses with any debt collection agency, in obtaining or attempting to obtain payment of any amount due by the Customer, the Customer shall be liable for such expenses. The Customer further acknowledges that those expenses may be calculated on a commission basis at a percentage rate of up to 22% of the amount owing and expressly agrees to pay those expenses irrespective of the amount of work actually performed by the agency. Amounts received by the Company may be applied first against interest, charges and expenses and then to the overdue account.
- 6. Delivery:** Unless otherwise agreed in writing, the Company will arrange delivery of the goods to a destination within Australia nominated by the Customer. The Company makes no warranty as to time of delivery or the availability of goods and the Customer acknowledges that the Company will not be held liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or for non-delivery. The Company may deliver goods in part with written notice to the Customer. If goods are delivered in part pursuant to such notice, the Customer must accept the part-delivery and pay the percentage of the purchase price represented by the goods delivered.
- 7. Rejection:** The Customer must give the Company written notice within 24 hours of receipt of the goods of any disputes or claims with respect to the goods, otherwise the Customer will be deemed to have accepted the delivered goods. The Customer waives any right to reject or revoke acceptance after such time. The Company may at its discretion give the Customer a credit for any shortages or damaged goods, which in the opinion of the Company have not been damaged as a result of an insurable occurrence in relation to the Customer or an act or omission on the part of the Customer, or its officers, agents, employees or subcontractors. The Customer must follow the directions of the Company with respect to the isolation or other treatment of non-conforming goods.
- 8. Charging of Assets:** The Customer hereby charges in favour of the Company all its estate and interest in any land and in any other assets, whether tangible or intangible, in which it now has any legal or beneficial interest or in which it later acquires any such interest, with payment of all monies owed by the Customer and consents to the lodging by the Company of a caveat or caveats which note its interest in that real property.
- 9. Retention of Title:**
 - 9.1 Ownership of each unit of the Goods will remain with the Company until all amounts owing by the Customer to the Company on any account whatsoever (including the purchase price for the Goods) (**Amounts Owing**) have been paid.
 - 9.2 Until the Amounts Owing have been paid, the Customer has the right to move, sell and otherwise use the Goods in the ordinary course of its business, subject to the following:
 - a. the Customer may sell the Goods, but only as trustee and agent for the Company (save that the Customer must not represent to any third parties that it is acting as agent of the Company and the Company will not be bound by any contracts with third parties to which the Customer is a party);
 - b. the Customer must hold the proceeds it receives from any sale of the Goods as trustee and agent for the Company;
 - c. if the Goods become installed in, or affixed to other goods, the Company's security interest continues in those goods (**Accession**) to the extent permitted by law; and
 - d. if the Goods become part of a product or mass through manufacturing, processing, assembly or becoming commingled, the Company's security interest continues in that product or mass (**Commingled Property**) to the extent permitted by law.
 - 9.3 If the Customer fails to comply with any of these Terms and Conditions then:
 - a. upon request by the Company the Customer must return any Goods on which there are outstanding Amounts Owing;
 - b. the Company may enter the premises at which those Goods are stored, and seize possession of them; and
 - c. the Company may retain, sell or otherwise dispose of those Goods.
 - 9.4 The Customer must not assign or grant a security interest in respect of any accounts owed to it in relation to the Goods without the Company's prior written consent.

- 9.5 Without limiting the meaning of Amounts Owing, if the Customer makes a payment to the Company at any time whether in connection with the supply of goods or otherwise, the Company may, at its absolute discretion, apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a purchase money security interest, in the order in which those obligations were incurred, and then obligations that are secured by a purchase money security interest in the order in which those obligations were incurred.
- 9.6 If Chapter 4 of the Personal Property Securities Act 2009 (Cth) (“PPSA”) would otherwise apply to the enforcement of a security interest arising in connection with these Terms and Conditions the Customer agrees the following provisions of the PPSA will not apply to the enforcement of these Terms & Conditions: section 95 (notice of removal of accession), to the extent that it requires the Company to give a notice to the Customer; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires the Company to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).
- 9.7 In this section 9:
- a reference to Goods means the original goods supplied as described in each invoice and also includes proceeds and Commingled Property when the context permits;
 - paid means receipt of cash or cleared funds by the Company in full satisfaction of the Amounts Owing;
 - the following words have the respective meanings given to them in the PPSA: account, ADI account, commingled, control, proceeds, purchase money security interest, register, registration, security interest and verification statement.

10. PPSA: Notices or documents required or permitted to be given to the Company for the purposes of the PPSA must be given in accordance with the PPSA. The Customer consents to the Company effecting a registration on the PPSA register (in any manner the Company considers appropriate) in relation to any security interest contemplated by these Terms and Conditions and the Customer agrees to provide all assistance reasonably required to facilitate this. The Customer waives the right to receive notice of a verification statement in relation to any registration on the register.

11. Risk: Unless otherwise agreed in writing, the risk in the goods purchased shall pass to the Customer upon the goods leaving the premises of the Company.

12. Credit Account: Supply and/or credit facilities may be suspended or withdrawn by the Company, in its absolute discretion, at any time without notice. The Customer agrees to pay on demand all sums owing in connection with a credit facility provided by the Company in the event that such credit facility is suspended or withdrawn. Liability for accounts held in more than one name is joint and several.

13. Warranty: To the maximum extent permitted by law the Company excludes all other terms, conditions, warranties and liability in relation to the goods supplied, including without limitation, guarantees relating to fitness for purpose, title, defects or conformity of the goods. To the extent that the Company cannot exclude liability under law, including without limitation as a result of a breach of any conditions or guarantees implied by the Australian Consumer Law 2011 (Cth) (**ACL**), the Company's liability shall be limited to the maximum extent permitted by law (at the Company's election) to the resupply of the goods, refund of the purchase price.

14. Indemnity and Release: To the maximum extent permitted by law, the Customer releases and discharges the Company from all liability whether in contract, tort or otherwise for any loss, damage (including consequential loss or damage), expense of any kind arising directly or indirectly out of the supply of the goods. The Customer indemnifies and keeps indemnified the Company against any liability, loss, damage, expense, cost, claim or proceedings arising directly or indirectly out of or in connection with the supply of the goods or any other cause whatsoever.

16. Force Majeure: The Company shall not be liable for any failure or delay to supply the goods due to a cause beyond its control including but not limited to acts of God, strikes, lock-outs or other industrial disturbances, fire, flood, explosion, civil riot, government interference and the like.

17. Jurisdiction: This agreement shall be governed by and construed in accordance with the laws of the state of Victoria and, where applicable, the Commonwealth of Australia, and the Customer submits to the non-exclusive jurisdiction of the courts of Victoria.

18. Ownership: This Contract is made in respect of the owners and/or directors of the Customer as at the date of application. The Customer agrees to notify the Company in writing within seven (7) days of any change whatsoever in ownership structure and, further, indemnifies the Company against any loss or damage that may result from the Customer's failure to notify the Company of any such change. If there is a change in ownership of the Customer which the Company in its discretion deems to be material, the Company may suspend or withdraw all credit facilities and require that the Customer submit a new Credit Application.

19. Waiver: The Company may only waive a breach of the Contract in writing signed by the Company and any such waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past breaches only).

20. General: The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions. Clerical errors are subject to correction and do not bind the Company. Headings are for ease of reference only and do not form part, or affect the interpretation, of these Terms and Conditions.

Acceptance

I/we have read, understood and consent to the terms of this Contract (including the Terms and Conditions) and have received legal advice, or have been given the opportunity to seek independent legal advice.

Furthermore, I/we confirm that the information given in support of this application is true and correct.

Signed by or on behalf of the Customer by a properly authorised person:

Print Name:		Signature:		Date:	
Position of authorised person:		Witness Signature & Name		Date:	

Print Name:		Signature:		Date:	
Position of authorised person:		Witness Signature & Name		Date:	

PRIVACY STATEMENT

By signing this document you consent to Auspork Australia Pty Ltd ACN 006 629 303 (**us or we**) collecting, using, holding and disclosing personal and credit-related personal information about you.

We are an APP entity for the purposes of the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) (**Privacy Act**) and a credit provider for the purposes of Part IIIA of the Privacy Act. You can find out more about how we may deal with your personal information and credit-related information by viewing our privacy policy, which is enclosed with the above credit application. If you require a copy of our privacy policy, please write to us using the contact details set out below.

How we collect and hold personal information

We may collect personal information (including without limitation credit information and credit eligibility information) (**personal information**) about you from time to time and we may have already collected personal information about you in the past. Other examples of the kinds of personal information we collect are contained in our privacy policy.

If we are not able to obtain your personal information we may be unable to provide the credit, goods and/or services you require (or that an entity related to you requires) or continue our relationship with you (or any entity related to you).

Purposes for collecting personal information

The personal information we collect may be used for the following purposes and for other purposes as detailed in our privacy policy (as applicable):

- to provide the best possible service in supplying you with goods and services offered by us;
- to answer any questions or inquiries you direct to us;
- to provide you with marketing materials in relation to offers, specials, products and services we have available from time to time;
- if we are providing you (or an entity related to you) with credit, to assess your credit worthiness (or the credit worthiness of the entity related to you which is receiving the credit);
- for our internal management purposes, to manage our relationship with you (or any entity related to you) and to manage the payment and recovery of any amounts payable to us; and
- for other purposes which are reasonably necessary in connection with our normal functions and activities.

Consumer/commercial credit information

You consent to us:

- obtaining both consumer and commercial credit reporting information about you from CRBs in connection with any consumer or commercial application for credit made by you or an entity related to you; and
- exchanging any consumer or commercial credit reporting information about you that we obtain with the kinds of entities listed under "Who we exchange your personal information with" below,

to help us assess your creditworthiness, credit standing, credit history and/or credit capacity (and the creditworthiness, credit standing, credit history and/or credit capacity of any entity related to you).

Trade insurance

You consent to us disclosing your personal information to trade insurers for the purpose of obtaining insurance in connection with any credit we provide to you or an entity related to you from time to time.

Who we exchange your personal information with

You consent to us exchanging your personal information (including your credit information and credit eligibility information) with the following types of entities:

- the CRBs listed below and other credit providers;
- any person who proposes to provide or has provided us with a guarantee and indemnity to secure your obligations (or the obligations of an entity related to you) to us;
- our contractors, consultants, advisers, associates and related entities;
- any industry body, tribunal, court or otherwise in connection with any complaint made by you against us;
- businesses assisting us with providing credit;
- trade insurers providing us with insurance in connection with credit we provide;
- your referees, such as your employer, credit or trade referees, to verify information you have provided;
- any organisation providing verification of your identity, including on-line verification of your identity; and
- any person where we are permitted or required by law to do so.

We will not disclose your personal information (including your credit-related information) to any entities located overseas.

How you may seek access or correction of your information or make a complaint

Our privacy policy contains details of how you may access personal information we hold about you (including credit information and credit eligibility information), seek the correction of such information and make a complaint against us if you are of the view that we have breached the Privacy Act or any related privacy code in dealing with such information. It also contains details of how we will deal with a complaint made by you.

Credit reporting bodies

We may exchange your personal information with the following CRBs:

- Victorian Wholesale Butchers' Association (Phone: (03) 5427 3280)
- Veda Advantage (<http://www.veda.com.au/>)
- Dun and Bradstreet (<http://dnb.com.au/>)

You can obtain copies of the above CRBs' privacy policies which deal with how they use personal information from their websites or by contacting them via telephone (as detailed above).

If you fail to make a payment to us as and when due or commit a serious credit infringement we may disclose details of such events to CRBs. A CRB may use such information (and other personal information provided to them by us) in reports given to other credit providers to help assess your creditworthiness.

You have certain rights to request that CRBs do not use credit-reporting information about you if you believe on reasonable grounds you have been or are likely to be a victim of fraud. You should contact each relevant CRB directly if you wish to request this.

If requested by us, a CRB may use credit reporting information about you to assess whether you may be eligible to receive direct marketing communications from us in relation to certain products (i.e. pre-screening). You have the right to request that CRBs do not use credit reporting information about you for this purpose. You should contact each relevant CRB directly if you wish to request this.

Our contact details

Please direct all complaints and queries in relation to your privacy to: Privacy Officer, Auspork Australia Pty Ltd, 21 Benn Court, Derrimut VIC 3030, Email address: privacy@auspork.net.au

Acceptance

I/we have read and understood this privacy statement and the privacy policy of Auspork Pty Ltd. Furthermore, I/we provide each consent to Auspork Pty Ltd regarding my/our personal information as set out in this privacy statement.

Signed by the Customer(s) (if natural person(s)) OR by each director of the Customer (if a company).

Print Name:		Signature:		Date:	
Print Name:		Signature:		Date:	
Print Name:		Signature:		Date:	
Print Name:		Signature:		Date:	
Print Name:		Signature:		Date:	

GUARANTEE AND INDEMNITY

TO: Auspork Australia Pty Ltd ACN 006 629 303

DEFINITIONS: "We" and "us" means each of the Guarantors jointly and severally. "You" and "your" and "Company" means **Auspork Australia Pty Ltd ACN 006 629 303**.

WE ENTER INTO THIS deed in consideration of you agreeing to provide credit to the Customer (as named in the "Credit Application" and which forms a part of this document).

WE GUARANTEE punctual payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer (as named in the "Credit Application") or any of us arising from any past, present or future dealing with you and any GST applicable thereto.

WE INDEMNIFY you against all loss or damage arising from any past, present or future dealing with the Customer or any of us.

WE AGREE:

- That if at anytime the Customer defaults in payment of any money whatsoever due by it to you, we will on demand by you pay the whole of such moneys due and payable including all collection fees and commissions and legal expenses;
- That we must not withhold a payment, deduct an amount from a payment or make a payment on conditions for any reason including set off, defence, counterclaim, taxes or fees;
- That a certificate signed by the Company, stating the amount owing or payable under this guarantee, is sufficient evidence of the matter unless proved incorrect;
- That this is a continuing guarantee;
- That our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by you;
- That our liability under this guarantee shall not be affected, waived or discharged by the receivership, winding up, administration, scheme of arrangement or other insolvency event of the Customer including but not limited to the Customer entering into a Deed of Company Arrangement (DOCA) or by the Company voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
- That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee;
- That you are entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor;
- This guarantee is a continuing security. It is discharged only when the Company discharges us in writing. We are not entitled to a discharge while any money the subject of this guarantee is owing or contingently owing or, in the Company's opinion, may become owing or contingently owing, or while any obligations the subject of this guarantee are outstanding, or in the Company's opinion, may become outstanding;
- That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid;
- That we will not compete against you for dividend or distribution in any receivership, winding up, administration, scheme of arrangement or other insolvency event of the Customer;
- That we sign in both our personal capacity and as Trustee of every Trust of which we are Trustee and/or a beneficiary;
- To notify you of any change in the Customer's structure or management we become aware of including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship **within 7 days** of the date of any such change.

WE AGREE that the Company may obtain from a credit reporting agency a consumer credit report containing information about us for the purpose of assessing whether to accept us as a guarantor for credit applied for by, or provided to the Customer.

WE HEREBY CHARGE in your favour all our estate and interest in any land and in any other assets, whether tangible or intangible, in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Customer or any of us and consent to the lodging by the Company of a caveat or caveats which note your interest in that real property.

WE FURTHER AGREE that this deed and any claim or dispute between the Company, the Customer or any of us shall be governed by the law applicable in the State of Victoria and submit to the jurisdiction of the appropriate Court nearest the capital city of that State.

I/We have read and understood and agree to the terms of this deed and have received legal advice, or have been given the opportunity, to seek independent legal advice about this deed. I/WE acknowledge that we were not induced to enter this deed by any statement, representation or warranty by or for the Company.

Executed as a deed

DATED this day of 20

.....
Signed (the Guarantor)

.....
Signed (the Guarantor)

.....
Full Name

.....
Full Name

.....
Address

.....
Address

.....
Witness Signature

.....
Witness Signature

.....
Witness Full Name

.....
Witness Full Name





ACN: 006 629 303
21 Benn Court
Derrimut Victoria 3030
Australia

Phone: +61 (3) 9394 0900
Fax: +61 (3) 9394 1690

Your privacy is important

This privacy policy outlines how Auspork Australia Pty Ltd ACN 006 629 303 (**us** or **we**) collects, uses and discloses personal information as required by the Australian Privacy Principles (**APPs**) contained in the *Privacy Act 1988* (Cth) (**Privacy Act**) and the credit reporting provisions contained in Part IIIA of the Privacy Act.

The kinds of personal information we collect and hold

We collect and hold personal information about customers, job applicants, staff members, contractors and other people who come into contact with us (**you**). Without limitation, the kinds of personal information we collect and hold may include your name, trading name, address and other contact details, which of our products or services you have purchased and credit/debit card details.

If we provide you (or an entity related to you) with credit, we may also collect and hold credit information and credit eligibility information about you. Without limitation, this may include credit reports, identification information, consumer credit liability information, details of amounts payable to us, default information and payment information.

How we collect personal information

We will generally collect personal information (including the types of credit-related personal information mentioned above) (**personal information**) about you directly by way of forms and other documents provided to us by you, correspondence you provide to us and discussions with you.

Occasionally, we may also collect personal information about you from third parties. For example, we may collect personal information about you from an entity related to you or credit eligibility information about you from

credit reporting bodies (**CRBs**) or other credit providers if we provide you (or an entity related to you) with credit.

How we use personal information

We will only collect, hold and use personal information for the following purposes unless otherwise required or permitted by law:

- to provide you with the best possible service in supplying you with goods or services offered by us;
- to answer any questions or inquiries you direct to us;
- to provide you with marketing materials in relation to offers, specials, products and services we have available from time to time;
- if you are a job-applicant or a potential contractor, to assess your suitability and (if successful) engage you and to assist with administering your employment or contract;
- if we are providing you (or an entity related to you) with credit, to assess your creditworthiness (or the creditworthiness of your related entity which is receiving the credit);
- for our internal management purposes, to manage our relationship with you and to manage the payment and recovery of amounts payable to us by you; and
- for other purposes which are reasonably necessary in connection with our ordinary functions and activities.

If we are unable to collect personal information relating to you, we may be unable to provide you with the goods or services you require or continue our relationship with you.

Disclosure of your personal information

We may disclose personal information about you to the following types of entities if required in connection with the purposes listed above:

- our contractors, consultants, advisers, associates and related entities;
- any industry body, tribunal, court or otherwise in connection with any complaint made by you about us;
- if we are providing you (or an entity related to you) with credit, CRBs, other credit providers, trade insurers and businesses assisting us with providing credit;
- if you have provided us with referees to assist with a credit application, a job application or the assessment of a potential contract between you and us, the referees you have provided; and
- other entities with your consent or as permitted or required by law.

We will not disclose your personal information to any entities located overseas.

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If you fail to make a payment to us as and when due or commit a serious credit infringement we may disclose

100 % Australian Pork !

details of such events to CRBs. A CRB may use such information in reports given to other credit providers to help assess your creditworthiness. You may request that CRBs do not use or disclose credit reporting information about you if you believe on reasonable grounds you have been or are likely to be a victim of fraud. You should contact each relevant CRB directly if you wish to request this.

The CRBs we may deal with include the Victorian Wholesale Butchers' Association (Phone: (03) 5427 3280), Veda Advantage (<http://www.veda.com.au/>) and Dun and Bradstreet (<http://dnb.com.au/>). Copies of their privacy policies dealing with how they manage credit-related personal information can be found on their websites or by contacting them via telephone.

How we hold personal information

We hold personal information in paper form and electronic form. We have in place steps to protect the information we hold from misuse, interference and loss and from unauthorised access, modification or disclosure.

How to obtain access to your personal information

You may obtain access to personal information which we hold about you by contacting us using the contact details set out below. When you request copies of your personal information held by us we will endeavour to provide you with such personal information as soon as reasonably practicable.

If you request access to your personal information, we may require you to verify your identity and specify what information you require. There may be occasions when access to personal information we hold about you is denied. Such occasions would include where release of the information would have an unreasonable impact on the privacy of others.

Accuracy and completeness of personal information

While we will endeavour to ensure that the personal information collected from you is up to date, accurate and complete, we will assume that any personal information provided by you is free from errors and omissions. You may request that we update or vary personal information that we hold about you using the contact details set out below.

How to make a complaint about a breach of your privacy rights

If you are of the view we have breached the APPs, the Privacy Act, or any related privacy code in dealing with your personal information, you may make a complaint by writing to us using the contact details set out below and

we will endeavour to provide you with confirmation as to how we propose to deal with the complaint as soon as reasonably practicable.

If you are not satisfied with our response to your complaint, you may make a complaint to the Office of the Australian Information Commissioner by visiting the following website and following the relevant steps: <http://www.oaic.gov.au/privacy/privacy-complaints>.

Direct marketing communications

From time to time we may use your personal information to provide you with marketing materials in relation to offers, specials, products and services that we have available. If you would not like to receive direct marketing materials from us you may notify us using the contact details set out below.

If requested by us, a CRB may use credit reporting information about you to assess whether you may be eligible to receive marketing communications from us in relation to certain products (i.e. pre-screening). You have the right to request that CRBs do not use credit reporting information about you for this purpose. You should contact each relevant CRB directly if you wish to request this.

Anonymity and pseudonyms

You have the option of not identifying yourself or using a pseudonym when dealing with us unless we are required by law or a court/tribunal to deal with individuals who have identified themselves or it is impractical for us

to deal with you if you have not identified yourself.

Changes to this policy

We may, from time to time, review and update this privacy policy to take account of new laws and technology, changes to our functions and activities, and to make sure it remains appropriate.

Contact details

Please direct all complaints and queries in relation to your privacy to: Privacy Officer, Auspork Australia Pty Ltd, 21 Benn Court, Derrimut VIC 3030, E-mail: privacy@auspork.net.au