

PRIVACY ACT 1988

PART 2: BUYER AUTHORITY AND ACKNOWLEDGEMENT

Credit information that may be provided to a credit reporting agency

E.E. Muir & Sons Pty Ltd may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- * to obtain a consumer credit report about me/us, and/or
- * to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- * identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and driver's licence number;
- * my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
- * the fact that E.E. Muir & Sons Pty Ltd is a current credit provider to me/us;
- * loan repayments which are overdue by more than 60 days, and for which debt collection has started;
- * advice that my/our loan repayments are no longer overdue in respect of any default that has been listed;
- * information that, in the opinion of E.E. Muir & Sons Pty Ltd I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations;
- * dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once.

Assessment of Commercial Credit Application

I/we agree that E.E. Muir & Sons Pty Ltd may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor

I/we agree that E.E. Muir & Sons Pty Ltd may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information

about me/us for the purpose of the guarantor deciding whether to act as guarantor, or E.E. Muir & Sons Pty Ltd keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments

I/we agree that E.E. Muir & Sons Pty Ltd may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I/we agree that E.E. Muir & Sons Pty Ltd may exchange information about me/us to my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- * to assess an application by me/us for credit
- * to notify other credit providers of a default by me/us
- * to exchange information with other credit providers as to the status of my/our credit facility with E.E. Muir & Sons Pty Ltd where I/we are in default with other credit providers
- * to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

Privacy Amendment (Private Sector) Act 2000

I/we understand that under the requirements of the *Privacy Amendment (Private Sector) Act 2000*, E.E. Muir & Sons Pty Ltd will ensure that all credit and personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to E.E. Muir & Sons Pty Ltd. Such request by E.E. Muir & Sons Pty Ltd does not need to be in any particular form.