

# New Business Account Application instructions.

## For a Member of Parliament or Political Candidate.

As a new candidate or Member of Parliament, an Australia Post Business Account can be set up *without* an ABN.

In the absence of you holding an ABN, we require applicants to make a declaration that the facility for which you have applied will, at all times, be used for a business purpose and not a personal, household or domestic purpose.

Below are the instructions from the credit team for the sections that need to be completed:

### 1. Business Credit Account Declaration

- Signature and name required

### 2. Guarantee & Indemnity - “Customer” and “Guarantor” is the candidate him/herself:

- Signature and full name required
- Signature, name and address of witness
- Please provide the applicants residential address (as requested on the form)

### 3. Business Credit Account Application (please refer to separate form):

- Please complete Sections: 1,2,3,5,6,7 on the application form
- Account should be set up in the name of an MP or candidate and signed by the same person

Please email the completed 2 documents to: [NewCreditAccount@auspost.com.au](mailto:NewCreditAccount@auspost.com.au)

Please allow 10 business days for the application to be processed.

You will be advised via email as soon as your account number is available.

If you require any assistance with any products or services, please request the credit team to provide the contact details of your dedicated Australia Post Account Manager.

# Business credit account applicant declaration to be signed by each applicant



I/We declare that the credit to be provided to me/us by Australian Postal Corporation (the credit provider) is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

## Important

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_

**Note:** The Code applies only to credit provided or intended to be provided for:

- (a) Personal, domestic or household purposes; or
- (b) The purchase, renovation or improvement of residential property used for investment purposes; or
- (c) The refinancing of credit that has been provided wholly or predominantly for the purchase, renovation or improvement of residential property used for investment purposes.

# Guarantee and Indemnity General Terms



This Guarantee and Indemnity is an important and legally binding document which may require you to pay the Customer's debts. You should obtain independent legal advice and make your own enquiries about the Customer's financial position before you sign. This Guarantee and Indemnity consists of two parts: the Details and the General Terms. Do not sign this Guarantee and Indemnity unless you have read and understood both parts of it. By signing this Guarantee and Indemnity, you represent and warrant that you have read and understood the nature and effect of this Guarantee and Indemnity (including both the Details and the General Terms), and that you have not relied on any statement or representation by us or any of our representatives.

This Guarantee and Indemnity covers any debts that the Customer owes now, or in the future, to either the Australian Postal Corporation or Star Track Express Pty Ltd (even if the Customer has not entered into an agreement with one of those entities at the time you sign this Guarantee and Indemnity).

## “Customer”

Name: \_\_\_\_\_

ABN/ACN (if relevant): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile (if an individual): \_\_\_\_\_

Contact Person (if not an individual): \_\_\_\_\_  
\_\_\_\_\_

## “You” (Guarantor 1)

Name: \_\_\_\_\_

ABN/ACN (if relevant): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile (if an individual): \_\_\_\_\_

Contact Person (if not an individual): \_\_\_\_\_  
\_\_\_\_\_

## “We” or “us”

Australian Postal Corporation  
ABN 28 864 970 579  
111 Bourke Street, Melbourne VIC 3000  
Email: [newcreditaccount@auspost.com.au](mailto:newcreditaccount@auspost.com.au)

### and

Star Track Express Pty Ltd  
ABN 44 001 227 890  
StarTrack House, Level 2, 219-241 Cleveland Street,  
Strawberry Hills NSW 2012

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

## “You” (Guarantor 2)

Name: \_\_\_\_\_

ABN/ACN (if relevant): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile (if an individual): \_\_\_\_\_

Contact Person (if not an individual): \_\_\_\_\_  
\_\_\_\_\_

# Guarantee and Indemnity General Terms



## Executed as a deed

**Executed by**  
**ACN** in accordance with  
section 127 of the Corporations Act 2001  
(Cth) by:

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Signature of Director

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Signature of Director/Company Secretary

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Full name (print)

---

Full name (print)

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Signature of witness

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Full name of witness (print)

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Address of witness (print)

# Guarantee and Indemnity General Terms

## 1. Your agreement to guarantee and indemnify

- (a) In exchange for us agreeing to supply goods or services to the Customer from time to time (whether on credit or otherwise), you guarantee the:
  - (i) payment of all amounts (including interest, costs, expenses and charges) which are, or may become, payable by the Customer to us in connection with the supply of the goods or services (Guaranteed Money); and
  - (ii) performance of all of the Customer's obligations to us in connection with the supply of the goods or services (Guaranteed Obligations).
- (b) As a separate and independent obligation, you must:
  - (i) indemnify each of us for all losses, damages, costs and expenses which we have now, or may in the future, suffer or incur in respect of the Guaranteed Money or any failure by the Customer to carry out the Guaranteed Obligations; and
  - (ii) if we demand you to do so, pay an amount equal to the loss, damage, cost or expense.

## 2. Your obligations under this document are continuing

Your obligations under this document continue to apply and will not be affected by (without limitation):

- (a) the fact that we have another guarantee, security or instrument of any form in place with any other person in respect of the Guaranteed Money (or the fact that we receive any judgment, release, discharge, surrender or modification of, or dealing with, any other guarantee, security or instrument);
- (b) the fact that either you or the Customer goes into liquidation, administration, arrangement, receivership, receivership and management, bankruptcy or anything similar, or agree to enter into any composition, arrangement or scheme, or our acceptance of any dividend or sum of money in any such circumstances;
- (c) any variation to any agreement we have with the Customer;
- (d) any claim the Customer or you may have against us;
- (e) our act or omission (even if that act or omission may result in prejudice to you or the Customer);
- (f) any payment that you or the Customer makes to us which is later avoided, set aside, ordered to be refunded or reduced, or rendered unenforceable by the application of any statutory provision. In any such case, that payment will be taken not to have been made, and the amount of that payment may be recovered from you as if the payment had never been made (and this right continues after this document is discharged);
- (g) the credit limit on any credit account; or
- (h) your death or mental incapacity.

## 3. How we may enforce this document

You acknowledge and agree that we:

- (a) do not need to incur any expense or make any payment before enforcing a right of indemnity under this document; and
- (b) may enforce this document against you without taking any steps or initiating any proceedings against the Customer.

## 4. Payment of costs

You must pay all costs, charges, fees and expenses (including without limitation all legal fees) that we incur in connection with our exercise or attempted exercise of any power, right or remedy under this document or your failure to comply with this document.

## 5. If you are an individual

If you are an individual:

- (a) you charge all real and personal property that you own for all amounts owing under this document from time to time. You must execute any other documents requested by us to further or better secure our rights under this document; and
- (b) you acknowledge and agree that you have:
  - (i) signed this document voluntarily; and
  - (ii) read and understood the nature and effect of this document and have considered the consequences to you should you default in your obligations and responsibilities under it.

## 6. General

- (a) This document consists of the Details and the General Terms.
- (b) Where a provision of this document is rendered void, unenforceable or otherwise ineffective by operation of law, that does not affect the enforceability or effectiveness of the remaining provisions.
- (c) In order to waive any rights under or in connection with this document, you or we (as relevant) may only do so by signing a document setting out the details of the right that is being waived.
- (d) This document binds your and our successors and assigns.
- (e) In this document, unless a contrary intention is expressed:
  - (i) if there is more than one of you, the obligations of each of you under this document are joint and several, and a promise, agreement, representation by any of you binds all of you jointly and severally;
  - (ii) the words "include", "for example", "such as" or similar expressions do not limit what else is included; anda reference to "we", "us" or "our" is a reference to any of us.