

## Application for Finance (Seasonal / Livestock / Seasonal Crop)

Account No:	
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**Application for:** (please tick )  Seasonal Finance only  Livestock Finance only  Seasonal Crop Finance only

**Borrower:**

Are you (please tick  where applicable)  a Company  a Partnership  a Trust  Sole trader  Association

<b>Legal Entity Name:</b>	
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ABN:	ACN:
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<b>Business Name:</b>	
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**Name of Individual's, Company Director's, Partners, Trustees:**

Surname:	Given Names:		
Residential Address:		Date of Birth:	
Drivers Licence / Passport Number:			

Surname:	Given Names:		
Residential Address:		Date of Birth:	
Drivers Licence / Passport Number:			

Surname:	Given Names:		
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Surname:	Given Names:		
Residential Address:		Date of Birth:	
Drivers Licence / Passport Number:			

<b>Therefore Name of Account will be:</b>	
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**Contact Details:**

Postal:	Post Code:		
Phone:	Mobile:	Business:	Fax:
Email:			

**Accountant/Consultant Details:**

Postal:	Post Code:		
Phone:	Mobile:	Business:	Fax:
Contact:			

**Do you have farm insurance:** (please tick )  Yes  No

If Yes:	Name of Provider:	Sum Insured:	Renewal Date:
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**Would you like a quote on Insurance from Landmark?** (please tick )  Yes  No

**Loan Details**

Loan Amount Requested:	\$
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**Information required for credit check:**

Please complete the following forms:

- Statement of assets and liabilities
- Livestock schedule
- N LIS 3<sup>rd</sup> Party Authorisation form

Please provide the following forms:

- Financials (Required for \$100k+ applications)
- Any existing Security registered over livestock: (please tick   Yes  No
- Livestock location:

- Leased Land  Location:
- Owned Land  Location:

**Commercial Credit Loan Declaration**

- (a) I apply for a loan to be used for business purposes.
- (b) If I have applied for a loan as an individual under my personal name:
  - (i) I declare I am applying for commercial credit on behalf of my business and that the loan is not for personal, family or household purposes; and
  - (ii) I consent to my consumer credit information being used for the purpose of assessing this application for commercial credit.
- (c) If you (as the credit provider) approve this application and provide me with a loan, I agree that the terms and conditions enclosed with this application form will apply to my loan.
- (d) I declare that the information provided in my application for the loan including the information provided in the enclosed (1) Statement Assets and Liabilities; (2) Livestock or Wool Budget; and (3) N LIS 3<sup>rd</sup> party Authorisation (each of which form part of my application) is true and complete and includes an accurate summary of my financial position.
- (e) I acknowledge that the representations made to you by me may be relied on by you in assessing this loan application.
- (f) I consent to the matters set out in the Privacy Consent and Acknowledgment Section appearing on pages 4, 5 and 6 of this application.
- (g) I declare that the credit to be provided by you is to be applied wholly or predominantly for business purposes.
- (h) I am authorised to sign this application in my capacity as, or on behalf of, the applicant.

**I/WE HEREBY CHARGE** in favor of the Company all our estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which I/we now have any legal or beneficial interest or in which I/we later acquire any such interest, with payment of all monies owed by the Customer to the Company. I/we shall, upon demand, execute such documents in registrable form, or do such other things as the Company requests to give further or better effect to the security granted by me/us to the Company and I/we consent to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or other caveatable property. In the event that I/we should neglect or fail to deliver the requested instrument of security or consent, I/we hereby appoint the Company to be my/our lawful attorney for the purpose of executing and registering such instruments.

**IMPORTANT**

You must not sign this declaration unless the loan is wholly or predominantly for business purposes. By signing this declaration you may lose your protection under the National Credit Code.

Date:  /  /20

**Note: Each individual, Company Director, Partner and Trustee to sign**

Signature:	Signature:
Name (Printed):	Name (Printed):
% ownership of entity:	% ownership of entity:

Signature:	Signature:
Name (Printed):	Name (Printed):
% ownership of entity:	% ownership of entity:

Signature:	Signature:
Name (Printed):	Name (Printed):
% ownership of entity:	% ownership of entity:

Signature:	Signature:
Name (Printed):	Name (Printed):
% ownership of entity:	% ownership of entity:

Individuals about whom Landmark collects personal information in, or in connection with, this application form (including applicants, guarantors and prospective guarantors) are required to read this Privacy Consent and Acknowledgement together with Landmark's Privacy Policy available at [www.landmark.com.au](http://www.landmark.com.au)

An individual ("you/your") who signs this Privacy Consent and Acknowledgement consents to Landmark collecting, holding, using and disclosing the individual's personal information, including credit related personal information, for the purposes set out below and otherwise in accordance with Landmark's Privacy Policy.

**A. Important Information about Landmark's handling of personal information**

This section sets out important information about how Landmark Operations Limited ABN 73 008 743 217, (Landmark) uses and discloses any personal information, including credit related personal information, provided to Landmark in and/or in connection with this application.

In assessing this application for credit, or otherwise to facilitate the provision of products and services, Landmark will collect, hold, use and disclose your credit related personal information (**Credit Information**) including:

- identity particulars;
- information about your existing consumer or commercial credit accounts and credit providers;
- information about other credit providers having accessed, or made a request for, information about you in connection with an application for consumer or commercial credit;
- information about your repayment history over the previous two years including whether you have met monthly repayment obligations;
- information about your commercial activities or commercial credit worthiness;
- that you have applied for credit with Landmark and the amount of credit required;
- that Landmark is a credit provider to you;
- whether you have met, or failed to meet, repayment obligations;
- details of repayments at least 60 days overdue and over \$150 in value (provided Landmark has adequately notified you of this in accordance with law);
- information about you having paid an amount previously reported as default;
- cheques drawn by you which have been dishonoured more than once;
- information about payments that are no longer overdue or that arrangements regarding credit provided having been varied or terminated;
- Landmark's opinion, on reasonable grounds, that you have committed a serious credit infringement;
- publicly available information including about any personal insolvency events or court proceedings;
- information provided by a credit reporting body including credit scores, assessment or records; and
- information derived by Landmark from information provided to it by you, a credit reporting body or its own records including internally generated scores, ratings or other assessments.

In handling your personal information, including Credit Information, Landmark will comply with its Privacy Policy available at [www.landmark.com.au](http://www.landmark.com.au). Landmark's Privacy Policy sets out how Landmark complies with the Privacy Act 1988 (Cth) (**Privacy Act**), 13 Australian Privacy Principles (**APPs**) in the Privacy Act and to the extent Landmark handles Credit Information, the credit reporting provisions of the Privacy Act and the Credit Reporting Code.

Where Landmark holds personal information, including Credit Information, about you, you can gain access to your personal information in accordance with Landmark's Privacy Policy (and by contacting Landmark's Privacy Officer on Phone: (03) 9209 2000 or Email [privacy@landmark.com.au](mailto:privacy@landmark.com.au), subject to any limitations imposed by the Privacy Act, the APPs, the Credit Reporting Code, or the Anti-Money Laundering and Counter-Terrorism Financing Act.

Landmark collects the personal information and Credit Information provided in, or otherwise in connection with, this application for:

- the purpose of assessing this application and, if this application is successful, providing you with and administering the loan;
- the purpose of assisting you from avoiding any default;
- the purpose of providing you with information about products and services offered by Landmark, its related bodies corporate or selected third parties, that may be of interest to you. Landmark may disclose personal information to its related bodies corporate or selected third parties for this purpose. You can elect not to receive such information by contacting Landmark's Privacy Officer on Phone: (03) 9209 2000 or Email [privacy@landmark.com.au](mailto:privacy@landmark.com.au) or in writing to Landmark at 10/737 Bourke St, Dockland, 3008; and/or
- Identification of you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act
- any other purposes set out in Landmark's Privacy Policy.

**Landmark may disclose personal information, including Credit Information, collected in and in connection with this application to:**

- other credit providers;
- credit reporting bodies including for the purpose of collecting further information about you for the purpose of assessing this application;
- third party service providers to whom Landmark outsources administrative functions including mailing and mail management, identity verification, financial processing, information technology, data storage and other functions which assist Landmark in providing you with financial services;
- Landmark's related bodies corporate including its parent company Agrium Inc., and its affiliated entities, business partners, contractors and consultants, insurers and professional advisors including its valuers, solicitors, auditors and accountants;

- your professional advisors and service providers including your accountant, solicitor, insurers and real estate agent;
- debt collection and recovery service providers;
- a guarantor or prospective guarantor of any credit provided by Landmark or that you apply for from Landmark;
- other entities that may have an interest in Landmark, the benefits of any contracts entered into by Landmark, or any rights under an account or agreement that you have with Landmark;
- State and Federal Government Authorities (for example Office of State Revenue, Land Titles Office, ASIC);
- if this application has been referred to Landmark, the intermediary who made the referral;
- anyone authorised by you; and
- any other person or entity set out in Landmark’s Privacy Policy.

If you do not give Landmark all of the personal information as required by this application, Landmark may refuse to consider the application or be unable to provide other products or services.

**B. Privacy Consent**

**To enable Landmark to assess this application for credit and determine whether to accept this application, you agree that Landmark may:**

- 1 Disclose Credit Information about you to, or seek Credit Information about you from, a credit reporting body for the purposes of assessing your application for credit.
- 2 Give to and seek from other credit providers, including those (if any) named in this application or other material provided in connection with this application, or named in a credit report received from a credit reporting body, Credit Information about you for the purposes of (where applicable):
  - assessing an application by you for credit and assessing your credit worthiness;
  - assisting you to avoid defaulting on your credit obligations;
  - assisting other credit providers in assessing your credit worthiness; and
  - assessing whether to accept you as a guarantor of credit granted, or proposed to be granted, to another.
- 3 Obtain Credit Information about you from a credit reporting body or other business that provides information about credit worthiness for the purpose of assessing whether to accept you as a guarantor (if applicable).
- 4 Give Credit Information about you to, and obtain Credit Information about you from, (to extent a description below is not you):
  - the applicant;
  - any guarantor or prospective guarantor of any obligations to Landmark under the proposed facility at any time;
  - any person who has provided, provides or is considering providing financial accommodation to you or who has taken or may take any form of security from you;
  - Landmark’s associated entities;
  - any holder or valuer of an asset referred to in this application;
  - any legal or financial adviser of a person referred to in this subparagraph; and
  - anyone you otherwise consent to receive the Credit Information.
- 5 Collect, use and disclose personal information and Credit Information about you in accordance with Landmark’s Privacy Policy available at [www.landmark.com.au](http://www.landmark.com.au).

You acknowledge that, if this application is approved, then this Consent and Acknowledgment will remain in force until the full amount owing to Landmark or companies related to Landmark under any credit facility is repaid and all related accounts are closed.

**Declaration and Signatures**

By signing below, you acknowledge that you have read and understood this Privacy Consent and Acknowledgement, and Landmark’s Privacy Policy available at [www.landmark.com.au](http://www.landmark.com.au), and you consent to Landmark collecting, holding, using and disclosing personal information and Credit Information about you, for the purposes set out in this Privacy Consent and Acknowledgement and otherwise in Landmark’s Privacy Policy.

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% ownership of entity:	% ownership of entity:

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