



## Declaration

### **Important: The Business and the Basic Card Applicant must read the information and sign overleaf.**

To American Express Australia Ltd (you):

By signing on the previous page, the Business and the Basic Business Card Applicant (together **we, us or our**) request you to issue Business Cards to each Basic Business Card Applicant and each Supplementary Business Card Applicant specified in the application, and we each declare and undertake to you that:

- The information given on the application is true and complete. We authorise you to check that information and authorise our accountants to provide and verify to you any further details requested concerning the information. We acknowledge that you rely on all such information and further details to consider the application;
- Each of us is financially solvent and able to pay our respective debts when due;
- If the application is approved, we will comply with the Card Conditions that you will send to the Basic Business Card Applicant with their Card (receipt of which will be taken to constitute receipt also by the Business), and we will jointly and severally be liable to pay all fees, charges and other amounts under the Card Conditions and this Declaration;
- If the application is approved, the Basic Business Card Applicant who has selected Membership Rewards will comply with the Membership Rewards Terms and Conditions that you will send to them with their Card;
- We understand that charges made using a Supplementary Card will be the responsibility of the Business, the Basic Business Card Applicant and the Supplementary Business Card Applicant(s), even though the charges will be billed to the account of the Business and the Basic Business Card Applicant;
- We understand that the Business and the Basic Business Card Applicant will be jointly and severally liable for all charges incurred with each Card, and that the Business, the Basic Business Card Applicant and each Supplementary Business Card Applicant will be jointly and severally liable for all Supplementary Card charges. This includes charges incurred at any time until each Card and each Supplementary Card is cut in half and returned to you;
- We agree to pay to you annual fees as follows: \$169 for each Basic Card and \$119 for each Supplementary Card (unless that fee is waived by you); and
- You may produce this application or a copy or other reproduction of it as evidence of our application and our agreement to this Declaration.

**Note: The Business and the Basic Business Card Applicant will be jointly and severally liable to American Express Australia Ltd for all obligations incurred on each Business Card issued.**

### **Invitation by each Basic Business Card Applicant to you**

**We invite you and your agents to use each of our personal information for marketing purposes. This includes contacting the Business or a Basic Business Card Applicant by telephone, mail or e-mail to discuss and agree any purchase of goods or services from an American Express company or of any third party. We understand that we can call 1300 366 220 if we want to withdraw this invitation and remove the name of the Business and each Basic Business Card Applicant's name from your mailing list.**

### **Authority under the Privacy Act:**

To assess your application, and if it is approved, to establish and manage your Card Account, American Express Australia Limited needs to:

- collect personal information about you in this application form and from other sources, and
- obtain your agreement in relation to handling this personal information.

If you do not provide the information requested or give your agreement overleaf, American Express Australia Limited may decline your application.

The American Express Privacy Policy Statement sets out policies on management of personal information. In accordance with the Privacy Act, you can access personal information about you held by American Express Australia Limited, and advise if you think it is inaccurate, incomplete or out-of-date.

To arrange access to personal information about you, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to – The Privacy Officer, American Express Australia Limited, 175 Liverpool Street, GPO Box 1582 Sydney NSW 2001.

In this section 'personal information' means information about me, including about my financial circumstances, my credit worthiness, credit history, credit standing, credit capacity, my use of the Card and conduct of my Account with you. I agree that, subject to the Privacy Act, you and your agents may do the following (and if my application is successful, this agreement continues until such time as any credit provided to me is repaid):

- Obtain credit reports about me from credit reporting agencies to assess my application or to collect overdue payments from me, and obtain personal information from a business that provides commercial credit worthiness information.
  - Disclose personal information to credit reporting agencies before, during or after providing credit to me. This includes, but is not limited to:
    - the fact that I have applied for a Card and the credit limit, and that you are a credit provider to me;
    - advice about Card payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue);
    - advice that cheque(s) drawn by me, or direct debit requests to my bank account which I have authorised you to make, which are more than \$100 have been dishonoured more than once;
    - your opinion that I do not intend to meet my credit obligations or that I have committed some other serious credit infringement;
    - that credit provided to me has been paid or otherwise discharged.
  - Exchange personal information with credit providers named in this application or in a credit report issued by a credit reporting agency. This is for purposes including but not limited to:
    - assessing my credit worthiness, this application and any subsequent application by me for credit;
    - notifying other credit providers of a default by me;
    - exchanging information about my Card Account where I am in default with other credit providers;
    - your approval process as to any transactions I wish to make with the Card; and
    - your administration of my Account.
  - Exchange personal information with any person whose name I give you from time to time. This includes, for example, for the purpose of confirming my employment and income details with any employer, landlord/mortgagee, accountant, financial adviser or tax agent named in this application.
  - If I am in default under my Card Account, notify and exchange personal information with your collection agent.
  - Provide personal information to any organisation whose name, logo or trademark appears on my application or on the Card issued to me for marketing, planning, product development and research purposes and seek from and exchange with such organisations personal and credit information about me.
  - Transfer personal information confidentially to your related companies and other organisations which issue or service American Express Cards or provide services to you, subject to appropriate conditions of confidentiality. This includes transferring personal information to the United States or other countries for data processing and servicing.
  - Monitor and record my telephone conversations with you from time to time in order to train your staff and control your service quality.
- I also agree that where I have provided you with information about another individual in this application form, I will make sure that the individual is aware of:
- my supplying their information to you and the purposes why you have collected the information;
  - their ability to access that information in accordance with the Privacy Act (and to advise you if they think the information is inaccurate, incomplete or out-of-date); and
  - the contact details of your Privacy Officer.

Please allow up to 21 working days for application processing.



**Small Business  
Services**