



APPLICATION FOR A CREDIT ACCOUNT

Please read this application carefully and ensure all questions are answered fully.

INFORMATION WILL BE TREATED AS STRICTLY CONFIDENTIAL

To: **Queensland Rail Limited A.C.N. 132 181 090**
Floor 9, Rail Centre 1
305 Edward Street
BRISBANE QLD 4000

GPO Box 1116
Brisbane Qld 4001
Telephone: 61 7 3235 3101
Facsimile: 61 7 3235 3793

The Applicant requests Queensland Rail Limited A.C.N 132 181 090 ("Queensland Rail") to approve this Application for a Credit Account to supply goods and/or services from time to time on a credit account at Queensland Rail's absolute discretion. The Applicant agrees that upon acceptance of this Application by Queensland Rail, the Applicant will be bound by the Credit Trading Terms which apply to all transactions and dealings between the Applicant and Queensland Rail. The Applicant acknowledges receipt of a copy of the Credit Trading Terms and has read and understood them. The Applicant agrees that if the Applicant is a private company, the Directors of the Applicant may be required to execute and be bound by Queensland Rail's standard Guarantee and Indemnity.

Please note that incomplete applications will not be considered

<p>APPLICANT DETAILS:</p> <p>ARE YOU : A Company () Partnership () Sole Trader () Other () [please specify] _____</p> <p>ARE YOU REGISTERED FOR GST PURPOSES? YES / NO</p> <p>ABN : _____ ACN: _____</p> <p>NAME OF COMPANY;TRADING NAME OR PARTNERSHIP ETC:</p> <p>_____</p> <p>_____</p> <p>(hereinafter called "the Applicant")</p> <p>STREET ADDRESS:</p> <p>_____</p> <p>POSTAL ADDRESS:</p> <p>_____</p> <p>REGISTERED OFFICE:</p> <p>_____</p> <p>NATURE OF BUSINESS: _____ BUSINESS ESTABLISHED: _____ YEARS</p> <p>IF YOU HAVE PURCHASED THIS BUSINESS WHAT WAS THE COMMENCEMENT DATE ___ / ___ / ___</p> <p>DID YOU PURCHASE THE OUTSTANDING DEBTS OF THE PREVIOUS OWNERS? YES / NO</p>
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<p>CONTACT DETAILS:</p> <p>ADDRESS FOR ACCOUNTS: _____</p> <p>CONTACT PERSON/S FOR ACCOUNTS: _____</p> <p>PHONE NO: _____ FACSIMILE NO: _____ MOBILE NO: _____</p> <p>EMAIL ADDRESS FOR ACCOUNTS: _____ DO YOU ALSO REQUIRE ELECTRONIC COPIES OF INVOICES & STATEMENTS IN CSV SPREADSHEET FORMAT TO MANIPULATE DATA? YES / NO</p> <p>ANTICIPATED MONTHLY PURCHASES: Minimum \$ _____ Maximum \$ _____</p> <p>HAVE YOU RECEIVED A QUOTE / PRICING SCHEDULE FOR QUEENSLAND RAIL SERVICES? YES / NO</p>

Effective 1 September 2010

PLEASE INDICATE THE QUEENSLAND RAIL BUSINESS SERVICE(S) FOR WHICH YOUR ACCOUNT APPLICATION IS MADE

- () TRAVELTRAIN TRAVEL NON TRAVEL AGENT SALES
- () TRAVELTRAIN KURANDA SCENIC RAILWAY TICKET SALES NON ACCREDITED AGENT SALES
- () CITYTRAIN / TRANSLINK SUBURBAN TICKET SALES NON QUEENSLAND RAIL AGENCY SALES
- () PROPERTY LEASE / CHARGES
- () NETWORK CHARGES
- () OTHER PLEASE SPECIFY: _____

TRADE REFERENCES (state only current trade references)

CREDITOR: _____ PHONE NO: _____
CREDITOR: _____ PHONE NO: _____
CREDITOR: _____ PHONE NO: _____

**FULL DETAILS OF ALL DIRECTORS, COMPANY SECRETARY, PROPRIETOR, PARTNERS (As Applicable)
(Publicly Listed Companies Excluded)**

Pursuant to the Privacy Act (Cth) 1988, I/We acknowledge and understand that Queensland Rail may seek personal information from a credit reporting agency and from other credit providers concerning my/our credit dealings and that I/We give Queensland Rail permission to disclose personal information regarding my/our association with my/our Queensland Rail credit application to a credit reporting agency. By signing, I/We have also read and understood the attached Queensland Rail Limited Privacy Agreement, Information Sheet and Credit Trading Terms.

SURNAME: _____ FIRST NAME: _____ DATE OF BIRTH: ___/___/___

RESIDENTIAL ADDRESS: _____

PHONE NO: _____ DRIVER'S LICENCE NO: _____

SIGNATURE: _____

SURNAME: _____ FIRST NAME: _____ DATE OF BIRTH: ___/___/___

RESIDENTIAL ADDRESS: _____

PHONE NO: _____ DRIVER'S LICENCE NO: _____

SIGNATURE: _____

SURNAME: _____ FIRST NAME: _____ DATE OF BIRTH: ___/___/___

RESIDENTIAL ADDRESS: _____

PHONE NO: _____ DRIVER'S LICENCE NO: _____

SIGNATURE: _____

SIGNED by/for on behalf of the Applicant/s this _____ day of _____, 20__

By (print name) _____ POSITION _____
Signature

(By signing this Application the signatory warrants that they are authorised to do so on behalf of the Applicant and that they understand and agree that the Applicant will abide by Queensland Rail's Credit Trading Terms)

Witness _____ (Name of witness printed) _____ (Signature of witness)

Please note that incomplete applications will not be considered

OFFICE USE ONLY: SALES REPRESENTATIVE CODE: _____

THIS AGREEMENT is made on the day and year stated in the Application for Credit Account.

BETWEEN: Queensland Rail Limited A.C.N. 132 181 090 ("Queensland Rail")

AND: THE CUSTOMER named in the Application for Credit Account ("Customer")

IN CONSIDERATION of Queensland Rail agreeing to consider the Customer's Application for a Credit Account, the Customer **AGREES** that if Queensland Rail accepts the Application and gives the Customer a Credit Account ("Credit Account"), then the Customer shall be bound by the following terms ("Credit Trading Terms"):

1. Queensland Rail may, at its discretion:
 - 1.1 establish any number of Credit Accounts in the Customer's name;
 - 1.2 establish payment terms for the Customer as deemed reasonable;
 - 1.3 grant, sell or supply any goods ("Goods"), rights or services ("Services") to the Customer as requested by the Customer from time to time on credit;
 - 1.4 debit a Credit Account with the amount charged to the Customer for such Services;
 - 1.5 issue a statement ("Statement") at any time showing the debit or credit balance of a Credit Account at the date shown on the Statement;
 - 1.6 withdraw the Customer's credit facilities at any time without notice for non-compliance of these Terms by the Customer;
 - 1.7 terminate any Credit Account by notice in writing to the Customer accompanied by a Statement showing the final balance of that Credit Account;
 - 1.8 make reasonable changes to these Terms from time to time, with appropriate notification to the Customer;
 - 1.9 demand that the Customer authorises direct debit from a nominated bank account where:
 - 1.9.1 an Application for a Credit Account fails to meet minimum sales threshold as determined by Queensland Rail from time to time, prior to an account being established;
 - 1.9.2 a Credit Account fails to achieve the aforementioned sales threshold
 - 1.9.3 it is deemed in Queensland Rail's business interests that Customer only be allowed to trade on Direct Debit
 - 1.9.4 failure by the customer to authorise a direct debit to Queensland Rail shall constitute a breach of these trading terms by the customer.
2. The Customer will pay the whole amount of any debit balance ("Amount Due") shown on an invoice or demand for money ("Tax Invoice" or "Demand for Money") on or before the date shown ("Date Due") on the Tax Invoice or Demand for Money.
3. If the Customer believes there is an error on their Invoice or Demand for Money, they must notify Queensland Rail, in writing, on or before the Date Due shown on the Tax Invoice or Demand for Money. Failure to notify Queensland Rail by the Date Due will result in the full amount being payable by the Customer without any recourse to Queensland Rail.
4. The Customer shall not be entitled to deduct or retain any moneys due and payable to Queensland Rail on account of any claim or alleged claim by the Customer for damages or compensation in respect of any fault or deficiency in the Services rendered by Queensland Rail to the Customer.
5. If the Customer makes any payment by cheque, electronic transfer or other negotiable instrument, Queensland Rail shall be deemed not to have accepted payment of any moneys payable unless and until the cheque, electronic transfer or other negotiable instrument is met on first presentation for payment. Queensland Rail reserves the right to charge the Customer any penalty fees or charges incurred as a result of any dishonoured payment made by the Customer.
6. Where the services rendered by Queensland Rail include the manufacture or sale of goods then so long as any Credit Account has a debit balance:
 - 6.1 all Goods purchased from and delivered by Queensland Rail since the last date that all of the Customer's Credit Accounts had a nil or credit balance shall continue to be the property of Queensland Rail;
 - 6.2 *the Customer shall at all times in relation to the Goods in the possession of the Customer hold the Goods as Bailee for Queensland Rail and shall further store the Goods in a separate area and in such a manner that the Goods remain clearly identifiable as the Goods supplied by Queensland Rail;*
 - 6.3 and if the Customer or any person who has guaranteed the debts of the Customer to Queensland Rail:
 - 6.3.1 fails to pay the full amount of any Amount Due in accordance with these Terms;
 - 6.3.2 breaches any other of these Terms;
 - 6.3.3 commits an act of bankruptcy;
 - 6.3.4 is placed into liquidation either voluntarily or by Court Order;
 - 6.3.5 comes under the control of an Administrator or a Controller (as defined in the Corporations Law);
 - 6.3.6 is placed under official management;
 - 6.3.7 enters into a scheme or arrangement with any creditor;then Queensland Rail may, at its discretion, enter the Customer's premises and take possession of the Goods. The Customer authorises and empowers Queensland Rail and its representatives to so enter the Customer's premises and do all such acts as may be reasonably necessary in the circumstances to re-take possession of the Goods. Upon taking possession of the Goods Queensland Rail may at its discretion resell the goods as it sees fit;
 - 6.4 neither Queensland Rail nor any person acting on its behalf shall be liable to the Customer for any damage caused to the Customer's property during or as a result of the reasonable exercise by Queensland Rail of its rights under this clause;
 - 6.5 the Customer indemnifies Queensland Rail and every person acting on its behalf against any loss, damage, liability or expense incurred or sustained as a result of the reasonable exercise by Queensland Rail of its rights under this clause;
 - 6.6 this clause is for the benefit of Queensland Rail and Queensland Rail may waive the benefit of this clause by giving notice in writing to the Customer at any time;
 - 6.7 notwithstanding this clause and without derogating from the rights of Queensland Rail hereunder, Queensland Rail may take any action it deems necessary, including legal proceedings, to recover an Amount Due, even where the Amount Due includes an amount representing the price of the Goods.
7. All goods purchased by the Customer from Queensland Rail on a Credit Account shall be at the risk of the Customer from the time the goods are delivered to the Customer unless otherwise agreed between the parties in writing.
8. Where the Services rendered by Queensland Rail include the carriage of goods and/or storage that may also include warehousing and distribution; then so long as any Credit Account has a debit balance Queensland Rail shall have a general lien over all goods of the Customer and any documents relating to those goods in Queensland Rail's possession for any money owing to Queensland Rail in respect of any Amount Due.

9. Where the Services rendered by Queensland Rail include the granting of any rights which allow the Customer to build or install any fixture on land owned by Queensland Rail then so long as any Credit Account has a debit balance the Customer shall not be entitled to exercise any right that it may otherwise have to remove the fixture.
10. Queensland Rail may at its discretion require that the Customer supply Queensland Rail a bank guarantee for a specified amount as surety against default of these Credit Trading Terms. The cost of the guarantee shall be at the expense of the Customer. The guarantee must be supplied by a financial institution that is acceptable from Queensland Rail. The financial institutions acceptable to Queensland Rail for the provision of surety may change from time to time.
11. The Customer shall pay to Queensland Rail interest calculated on a daily basis at a rate determined by, and charged at the discretion of, Queensland Rail from time to time, on such part of an Amount Due as remains unpaid after the Date Due.
12. Time shall be of the essence so far as it relates to the Customer's obligations to Queensland Rail under these Terms.
13. **Offset Of Credits**
 - 13.1 In instances where debits exceed credits on a Credit Account, the Customer shall not be entitled to set off a credit balance in a Credit Account against a debit balance in any other Credit Account.
 - 13.2 Queensland Rail may, at its sole discretion and without notice, apply a credit balance in any of the Customer's Credit Accounts towards satisfaction of a debit balance in any of the Customer's other Credit Accounts.
 - 13.3 Queensland Rail reserves the right to clear any immaterial credit amount, as determined by Queensland Rail from time to time, from a Credit Account.
14. These Terms shall apply in every case where Queensland Rail provides Services to the Customer on credit and in the event of, and to the extent of, any inconsistency between these Terms and the terms of any contract for the provision of Services, these Terms shall prevail.
15. Queensland Rail will be deemed not to have waived any breach by the Customer of these Terms unless the waiver is in writing, under the hand of the person duly authorised in that behalf by Queensland Rail. No waiver shall be construed as a general waiver unless it is expressly stated to be a general waiver.
16. The amount stated in a certificate under the hand of Queensland Rail's duly authorised officer as being due and payable by the Customer to Queensland Rail under this Agreement shall be prima facie evidence that such amount is owing.
17. Upon Queensland Rail informing the Customer that a Credit Account has been granted to the Customer, these Terms shall bind Queensland Rail and the Customer, notwithstanding the failure by either of them to execute this Agreement.
18. The Customer will forthwith notify Queensland Rail in writing of any significant change in the Customer's operation, ownership or in the case of a company its shareholding.
19. Notwithstanding any provision herein contained or implied, nothing in these Terms shall be construed as being or amounting to a "regulated contract" as defined in the Credit Act 1987 (Qld) as amended.
20. The Customer covenants that all Services purchased on a Credit Account will be purchased for or in connection with a business carried on by the Customer or by the Customer and another person or persons and not for personal use.
21. The laws of the State of Queensland shall apply to these Terms. Any legal proceedings arising hereunder shall, at the option of Queensland Rail, be instituted, heard and determined in a Court of competent jurisdiction at Brisbane in the State of Queensland nominated by Queensland Rail and the Customer agrees that such Court shall possess exclusive jurisdiction to hear and determine such proceedings.
22. If the Customer fails for whatever reason to comply with any of these Terms, the Customer shall pay to Queensland Rail on demand, all costs and expenses whatsoever incurred by Queensland Rail in the enforcement or attempted enforcement of these Terms including, but without limiting the generality of the foregoing a collection fee in an amount as notified by Queensland Rail to the Customer from time to time, all collection agents commissions, costs and expenses including legal costs (on a solicitor and own client basis) and the Customer authorises Queensland Rail to debit any Credit Account with such costs.
23. The Customer warrants that the facts and representations contained in the Credit Account Application are true and correct and the Customer is aware and acknowledges that Queensland Rail will rely upon the correctness of such facts and representations in deciding whether or not to provide a Credit Account to the Customer.
24. The Customer acknowledges receipt of a copy of these Terms.
25. Where a Customer is a Trustee, the Customer must provide Queensland Rail with a copy of the Trust Deed and any amendments. This is a continuing obligation and the Customer must provide Queensland Rail with copies of any amendments to the Trust Deed, which from time to time may be executed.
26. Stamp Duty, if any, payable in respect of the Agreement will be payable by the Customer.
27. **GST**
 - 27.1 **In this Clause:**
 - 27.1.1 "TPA" means the Trade Practices Act 1974 (Cth).
 - 27.1.2 "GST" has the same meaning as defined in the New Tax System (Goods and Services Tax) Act 1999 and includes any other taxes, charges or imposts in the form of a goods and services or value added tax, and all interest, penalties, and fines for late payment of GST caused by any breach of this Agreement by the Customer.
 - 27.2 If any supply made by Queensland Rail under or in connection with this Agreement is subject to GST, then the customer must pay Queensland Rail in respect of that supply an amount sufficient to ensure that Queensland Rail retains, after payment of GST, the amount that Queensland Rail would have received had GST not been payable. The customer must pay any Amount Due under this clause on the same date that payment must be made for the supply giving rise to the GST.
 - 27.3 Queensland Rail, having regard to Part VB of the TPA in its sole discretion may at any time refund to the Customer any amount paid by the Customer under this Agreement during the New Tax System transition period (as that term is defined in Part VB of the TPA).
 - 27.4 **Reimbursable Items**
From June 30 2000, the amount which the Customer must reimburse to Queensland Rail in respect of any cost or outgoing under the Agreement ("Reimbursable Item") must be calculated as the price of that Reimbursable Item without discount for the amount of any GST paid in respect of the supply to which that Reimbursable Item relates less the input tax credit to which Queensland Rail is entitled in respect of the acquisition of the supply to which the Reimbursable Item relates.

PRIVACY ACT INFORMATION SHEET

IMPORTANT INFORMATION ABOUT YOUR APPLICATION FOR CREDIT

The Privacy Act (Cth) 1988 [Section 18E(8)(c)] permits credit providers to give a credit reporting agency certain personal information about your credit dealings with them. In the course of considering your application for a Credit Account and if approved, establishing a Credit Account for you, Queensland Rail Limited A.C.N. 132 181 090 ("Queensland Rail") may also seek information from credit reporting agencies and/or other credit providers concerning your personal credit dealings.

The information which may be given to an agency includes:

- identity particulars including name, sex, date of birth, current known address, two immediately previous addresses, your current or last known employer and your driver's licence number;
- the fact that the Credit Applicant has applied for credit and the amount sought (or that you have offered to act as a guarantor in respect of a Credit Account);
- the fact that a Credit Provider is a current credit provider to you;
- payments which have become more than 60 days overdue and for which collection action has begun;
- advice that the payments are no longer overdue;
- notice of cheques for more than \$100 drawn by you which have been dishonoured more than once;
- that in the opinion of the credit provider you have committed a serious credit infringement;
- the date on which the credit provided was paid or otherwise discharged; and
- court judgments or bankruptcy orders made against you.

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QUEENSLAND RAIL LIMITED PRIVACY AGREEMENT

PURSUANT TO

THE PRIVACY ACT 1988 (CTH)

PART A

As the Customer, you have applied to **Queensland Rail Limited A.C.N. 132 181 090** ("Queensland Rail") for a Credit Account in relation to the supply by Queensland Rail of goods, services and rights from time to time.

As the Directors/Partners/Company Secretary/Proprietor/Principle of the Customer, you agree that Queensland Rail may seek personal information from a credit reporting agency and from other credit providers concerning your personal credit dealings.

Acknowledgment and authority that credit information may be given to a credit reporting agency

By authorising on your Credit Application and in accordance with section 18E(8)(c) of the Privacy Act, you permit Queensland Rail to give a credit reporting agency certain personal information concerning your association with the Customer's credit application. This information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

- Identifying details of yourselves.
- The fact that the Customer made a credit application and the amount sought (or that you have offered to act as guarantor(s) in respect of the Credit Account arrangement).
- Payments which become more than 60 days overdue.
- Advice that payments are no longer overdue.
- Notice of cheque(s) for more than \$100 drawn by me/us which has/have been dishonoured more than once.
- That in the opinion of Queensland Rail you have committed a serious credit infringement.
- That the credit provided to you by Queensland Rail has been discharged.
- Any court judgments or bankruptcy orders made against you.

Authority for QUEENSLAND RAIL to Obtain and disclose Credit Information

By authorising on your Credit Application, you give permission to Queensland Rail to disclose such information in any manner and for any purpose permitted under the Privacy Act.

And therefore, you give authority to enable Queensland Rail to assess the Customer's credit application and to conduct subsequent reviews thereof,

- To obtain from a credit reporting agency a consumer credit report containing personal information about you.
- In accordance with Section 18K(1)(b) of the Privacy Act to obtain from a credit reporting agency a consumer credit report containing personal information about you in relation to any commercial credit application made by the Customer.
- In accordance with Section 18L(4) of the Privacy Act to obtain a report containing information about your commercial activities or commercial credit worthiness from a business which provides information about commercial credit worthiness.

Authority to Exchange Information with Other Credit Providers

By signing the Credit Application and in accordance with Section 18N(1)(b) of the Privacy Act, you authorise Queensland Rail to seek and obtain from credit providers named on the credit application and credit providers that may be named in your credit report issued by a credit reporting agency, or from referees and credit providers named in the Customer's credit application, information about your personal credit arrangements. You understand that this information can include any information about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

Banker's Opinions

By signing the credit application, you authorise Queensland Rail to seek and obtain a banker's opinion for purposes connected with your business, trade or profession.

Authority for Trade Insurers

By signing the credit application and in accordance with Section 18K(1)(e) of the Privacy Act, you authorise a trade insurer in relation to an application by the Customer for commercial credit to obtain your consumer credit report in assessing whether to insure or the risk of insuring Queensland Rail or to assess the risk of default by the Customer and/or yourself in our capacity as guarantors on the commercial credit application.

Effective 1 September 2010

Use of Information

By signing the Credit Application, you understand that the information obtained by Queensland Rail may be used for the following purposes:

- To assess the credit application made by the Customer and subsequent reviews thereof.
- To assist you to avoid defaulting on your credit obligations.
- To notify other credit providers of a default by you.
- To assess your credit worthiness.

PART B

ACKNOWLEDGMENT AND AUTHORITY BY GUARANTOR(S)

By signing the Credit Application and in accordance with Section 18K(1) of the Privacy Act, you agree that Queensland Rail may seek from a credit reporting agency a consumer credit report containing personal information about you to assess whether to accept you as a guarantor for the Customer.

You agree that Queensland Rail may seek from a credit reporting agency a consumer credit report containing personal information about you in relation to collecting overdue payments.

You agree that if the Customer's credit application is approved, then these terms and conditions remain in force until the credit provided to the Customer(s) and covered by the application has been discharged.

Disclaimer

Queensland Rail is committed to protecting the privacy of personal information. References in this Agreement to the Federal Privacy Act apply solely for the purposes of a credit application. The references shall in no way be taken to represent Queensland Rail's compliance with the federal Privacy Act 1988 (Cwth). Queensland Rail acknowledges its privacy obligations only to the extent set out under the National Privacy Principles, established pursuant to Schedule 3 the Federal Privacy Act.

DEED OF GUARANTEE AND INDEMNITY

THIS DEED is made on the day and year hereinafter stated.

IN CONSIDERATION of Queensland Rail Limited A.C.N. 132 181 090 ("Queensland Rail") at the request of the party or parties named in Item 1 of the Schedule hereto ("the Guarantor") providing goods and services from time to time on credit to the party or parties named in Item 2 of the Schedule hereto ("the Customer"), the Guarantor covenants and agrees with Queensland Rail as follows:

The Guarantor undertakes to pay to Queensland Rail on demand all moneys now or from time to time hereafter owing by the Customer to Queensland Rail on any account whatsoever and the Guarantor separately and independently indemnifies Queensland Rail against any loss, damage, liability or expense whatsoever which Queensland Rail may suffer, incur or sustain by reason of the non-payment of any money now or from time to time hereafter owing to it by the Customer on any account whatsoever.

This Guarantee shall be a continuing security irrespective of any amounts which may be paid to Queensland Rail by or on behalf of or for the credit of the Customer at any time.

As further and better security for the repayment of all money from time to time owing by the Customer to Queensland Rail the Guarantor mortgages and charges to and in favour of Queensland Rail all right, title, estate and interest which the Guarantor now holds or may hereafter acquire and hold in any real or personal property in Australia. The Guarantor shall, at the request of Queensland Rail, sign, execute and deliver in favour of Queensland Rail such mortgage or charge over the Guarantor's real or personal property in registrable form as Queensland Rail may require, such document or documents incorporating the usual provisions to protect the interests of Queensland Rail hereunder, within ten (10) days of Queensland Rail requesting the same of the Guarantor.

For the purpose of giving full effect to this Guarantee and the powers hereby conferred, whilst any moneys now or from time to time hereafter remain owing by the Customer or the Guarantor to Queensland Rail, the Guarantor appoints Queensland Rail and any of its authorised officers, jointly and each of them severally, the true and lawful attorney and attorneys of the Guarantor, to do anything in the name of the Guarantor or Queensland Rail which the Guarantor should do or should have done hereunder and to do all such acts, matters and things (including the execution of deeds, bills of mortgage, bills of sale, charges, share transfers, consents to caveats, transfers of land and other documents whatsoever) as such attorney or attorneys may deem expedient for carrying out, or in connection with the exercise of, all or any of the rights or powers herein contained or implied to give effect to this Guarantee or for the enforcement thereof and this power of attorney is deemed irrevocable and given by way of security.

In the event of the liquidation or bankruptcy of the Customer, the Guarantor will not prove in such liquidation or bankruptcy in competition with Queensland Rail and the Guarantor authorises Queensland Rail to prove for all money which is payable under this Guarantee and to carry a suspense account until Queensland Rail has been paid 100 cents in the dollar in respect of the Customer's indebtedness to it. In the event of any liquidation or bankruptcy of the Customer, the Guarantor shall hold on trust for Queensland Rail any moneys, debts, rights or securities owing on any account whatsoever by the Customer to the Guarantor and the Guarantor undertakes to execute and deliver to Queensland Rail all such documents or assignments of any of the said debts, rights or securities as Queensland Rail may require.

This Guarantee and the right to receive moneys payable hereunder shall be free from any equity, set-off or cross-claim which, but for this provision, the Guarantor or the Customer may be entitled to set up against Queensland Rail.

Queensland Rail may at any time without notice refuse or limit further credit or suspend or terminate the supply of goods or services, or the granting of any rights, by Queensland Rail to the Customer, or may grant time or any other indulgence to the Customer without discharging the Guarantor from liability under this Guarantee.

I. Upon giving six (6) months notice in writing to Queensland Rail the Guarantor may request a release from this Guarantee in relation to credit transactions entered into between the Customer and Queensland Rail after the expiry of such notice, which notice may be accepted or declined at the absolute discretion of Queensland Rail.

II. This Guarantee shall not be affected in any way by the compromise, release or variation of any rights of Queensland Rail against the Customer or any Guarantor of the Customer (whether hereunder or otherwise) or any neglect or omission to exercise any of those rights, by the insolvency or supervening contractual incapacity of the Customer or a Guarantor of the Customer or by any neglect, omission or default by Queensland Rail whereby the whole or any part of the liability of the Guarantor to Queensland Rail would, but for this provision, have been affected or discharged or by the release, discharge, abandonment or transfer in whole or in part and with or without consideration of any security now or hereafter held by Queensland Rail from the Customer or from any other person.

III. A demand on the Guarantor hereunder shall be deemed to have been duly made if it is in writing signed on behalf of Queensland Rail by its authorised officer or solicitor and has been given to the Guarantor or left at or posted to the address of the Guarantor shown below or such address as the Guarantor may have notified Queensland Rail in writing.

IV. A certificate by an authorised officer of Queensland Rail as to the account balance between Queensland Rail and the Customer or between the Customer and the Guarantor at the date set out in the certificate shall for all purposes be prima facie evidence of the facts stated therein and shall be binding upon the Guarantor in a Court of law.

V. This Guarantee shall not be affected by any action taken or notice issued in relation to any other securities. Queensland Rail shall be under no obligation to marshal in favour of the Guarantor any security whatsoever held by Queensland Rail.

VI. The Guarantor irrevocably authorises Queensland Rail to disclose to, or obtain from, a credit reporting agency, such personal information as is permitted to be disclosed or obtained pursuant to the Privacy Act 1988 (Cth) and to use such information in any manner and for any purposes permitted under the Privacy Act.

VII. The Guarantor acknowledges that Queensland Rail has given the Guarantor full and unrestricted opportunity to seek independent legal advice as to the Guarantor's obligations hereunder prior to the signing of this Guarantee.

VIII. The Guarantor acknowledges that it has made independent inquiries of the Customer regarding the Customer's past and prospective financial dealings with Queensland Rail and has satisfied itself as to the extent of its obligations arising hereunder and the Guarantor acknowledges that Queensland Rail is under no obligation to notify the Guarantor of any changes to its Credit Trading Terms or dealings with the Customer.

IX. The laws of the State of Queensland shall apply to this Guarantee and legal proceedings in respect of any cause of action arising hereunder shall, at the option of Queensland Rail, be instituted, heard and determined in a Court of competent jurisdiction at Brisbane, Queensland, as nominated by Queensland Rail and such Court shall possess exclusive jurisdiction to hear and determine such proceedings.

X.If any provision of this Guarantee or the application thereof to any person is or becomes unenforceable or invalid by operation of law or otherwise then the remaining provisions of this Guarantee shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

XI.This Guarantee shall bind each of the signatories hereto and the executors and administrators of every natural person who is a Guarantor and the successors and assigns of every corporation which is a Guarantor, notwithstanding that one or more of the parties named herein as Guarantor may never execute the Guarantee.

XII.In this Guarantee, words incorporating the singular or the plural shall include the plural and singular respectively and words importing the masculine gender shall include the feminine and neuter genders and where more than one party is included as Guarantor, this Guarantee shall bind all of them jointly and each of them severally,

SCHEDULE

ITEM

1. NAMES AND ADDRESSES OF GUARANTORS:

OF 1.
AND 2.
OF 3.
AND
OF

2. NAME AND ADDRESS OF CUSTOMER:

*

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this day _____ day of _____ 200

SIGNED SEALED AND DELIVERED by _____)
as Guarantor in the presence of: _____)
Witness: _____) **Guarantor**

SIGNED SEALED AND DELIVERED by _____)
as Guarantor in the presence of: _____)
Witness: _____) **Guarantor**

SIGNED SEALED AND DELIVERED by _____)
as Guarantor in the presence of: _____)
Witness: _____) **Guarantor**

THE COMMON SEAL of _____)
(ACN _____)
as Guarantor was hereunto affixed by authority of a resolution of the Board of Directors and in accordance with its Articles of Association)
in the presence of: _____)
_____) **Guarantor**
_____) **Guarantor**
Witness: _____) **Guarantor**

**IF YOU DO NOT UNDERSTAND YOUR LIABILITY UNDER THIS GUARANTEE
YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING**

Direct Debit Request

An easier way to manage your account payments

Pay your Queensland Rail account directly from your bank account and save time, money and hassle. Simply complete this form and return it to Queensland Rail to start Direct Debit payments on your account.

Please complete the following details and forward this original document (with signatures) to Queensland Rail.

1. Customer Details

Please complete with your details. Your account number is located on the top right hand corner of your invoice or can be obtained by contacting our AR hotline.

Customer Number:

Name:

2. Details of the Account to be debited:

Please specify the Bank Account you wish us to Direct Debit. Queensland Rail does not accept Direct Debit from Credit Cards

From Bank Account:

Name of Financial Institution:

Address of Financial Institution:

Title of Account:

BSB Number: -

Account Number:

Periodic / Recurring items only
(Rental/Lease accounts only)

3. Authorisation and Signature(s)

More than one may be required depending on your bank account.

I/We authorize and request Queensland Rail Limited (trading as "Queensland Rail") User ID: 401639 to arrange for funds to be debited from my/our account at the financial institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with this request and the terms overleaf (the **Service Agreement**) which I/we agree to.

This authorisation and request will remain in force in accordance with the terms of the Service Agreement.

I/We Authorise the following: (please circle) **Yes / No**

1. Queensland Rail to verify the details of the above mentioned account with my/our Financial Institution

Signature 1: _____ Date: _____

Signature 2: _____ Date: _____

Direct Debit Request Service Agreement

Direct Debit Request Service Agreement with Queensland Rail (Trading as "Queensland Rail")

- 1. Notification of Amount and Drawing Date** - By signing the Direct Debit Request, you authorise us to arrange for funds to be debited from your Account in accordance with this agreement. Queensland Rail will debit your account for all due amounts as invoiced to you from time to time. We may send notices either electronically to your email address or by ordinary post to the address you have given us. Any notice will be deemed to have been received on the third banking day after emailing and posting. Please contact the Manager Accounts Receivable / Cash Services at the address shown on the header of this document.
- 2. Disputes** - If you feel Queensland Rail has made an error on your invoice, please call the AR Hotline number (1300 385 255). Three (3) days notice prior to the collection date is required and you may be requested to follow this up in writing. Claims may also be directed to your Financial Institution.
- 3. Direct Debit Dispute Resolution** - If you feel an amount has been direct debited from your account in error please contact the AR Hotline (1300 385 255) where every effort will be made to resolve the dispute immediately. If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf. If resolution with Queensland Rail cannot be made, please contact your Financial institution.
- 4. Variation of Terms by Queensland Rail** - Queensland Rail undertakes to provide you with at least 14 days notice of any proposed variation to existing debit arrangements.
- 5. Variation of Terms by the Customer** - Please contact Queensland Rail in writing at the abovementioned postal address at least 14 days before any agreed drawing takes effect to request deferment of or alteration to existing arrangements. Queensland Rail will consider your request and respond to you as soon as practicable, and give you reasons for its response.
- 6. Stopping Debits** - If you wish to cancel a Direct Debit Request or stop a particular debit, we request you provide Queensland Rail with at least three (3) days notice prior to the due date. Contact the AR Hotline number (1300 385 255) and your request should be followed up in writing. All requests for such stops or cancellations may be directed to Queensland Rail or your financial institution.
- 7. Check your Account allows Direct Debits** - Direct Debit through BECS may not be available on all accounts. Please check with your own Financial Institution if in any doubt, or to confirm relative account information to complete the Direct Debit Request.
- 8. Available Funds** - It is your responsibility to have sufficient funds available in your account on the due date to permit payment of debits in accordance with your Direct Debit Request.
- 9. Payment Due on Non Business Days** - If a day nominated for a debit on the Direct Debit Request is not a business day in the place of lodgement (for example, a weekend or national public holiday) your account will be debited on the next business day. Enquiries as to when the debit will be processed should be directed to your financial institution.
- 10. Returned Debits** - If your financial institution does not pay a debit requested in accordance with the Direct Debit Request, you must make alternative arrangements to ensure that Queensland Rail is paid that amount immediately. In the event of a dishonour you may be charged a fee at the discretion of Queensland Rail which will be raised under a separate invoice.
- 11. Privacy** - The information you provide on the Direct Debit Request will only be used for the purpose intended. Queensland Rail will take reasonable precautions to maintain the confidentiality of your records and account details. Note, however, that Queensland Rail's financial institution may require such information to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.
- 12. Credit Cards** - These terms and conditions relate solely to the Savings and Cheque account component as Queensland Rail cannot accept Direct Debit via credit card payment.