



### Credit Application

Name of Applicant/or Trustee: \_\_\_\_\_

ABN \_\_\_\_\_ ACN \_\_\_\_\_

Registered Company     Partnership     Sole trader     Other incorporated     Trustee

Full Trading Name: \_\_\_\_\_

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

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

Contact: Business Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

Email Address \_\_\_\_\_

#### Details of Sole Traders, Partners, Trustees or Directors

1. Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Driver's Licence: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

2. Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Driver's Licence: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

3. Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Driver's Licence: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Length of time in current Business: \_\_\_\_\_

Tenancy:    Freehold     Lease Hold     Sharefarming Basis

Previous Business

Name \_\_\_\_\_

Trading Name \_\_\_\_\_

Years trading \_\_\_\_\_

Bank and Branch Name: \_\_\_\_\_

Trade References (Major Suppliers)

	Supplier name	Phone number	Years trading with them
1.			
2.			
3.			

CREDIT LIMIT REQUEST: \$ \_\_\_\_\_ Per Month

Are you interested in online ordering? (please tick) YES  NO

**TERMS AND CONDITIONS OF CREDIT**

1. The Applicant warrants that the information comprised within this Application is accurate, correct and complete and is supplied for the purpose of obtaining credit.
2. The person/s signing below warrants that he/she is duly authorised by the Applicant to apply for credit and execute this Application on Its behalf.
3. The Applicant agrees that it is not entitled to any credit facilities until it receives notice in writing from the Supplier stating that credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the Applicant receives such notice, any goods or services that are supplied by the Supplier to the Applicant shall be on basis of cash upon delivery.
4. The parties agree that if, prior to formally approving credit, the Supplier grants to the Applicant time to pay for any goods or services supplied, it does so on these terms and conditions.
5. In the event of the Supplier granting credit facilities to the Applicant then:-
  - a) All accounts are to be settled in full within the agreed trading terms noted herein. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
  - b) Should the Applicant default in making any payment in accordance with the agreed trading terms, then all monies due to the Supplier shall immediately become due and payable. The Supplier shall be entitled to charge interest at the rate of 1% per calendar month on all overdue amounts from the due for payment until the date of actual payment.
  - c) Any expense and/or costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and legal costs shall be paid by the Applicant on an indemnity basis.
  - d) If it is commercially prudent to do so this credit arrangement may be terminated at any time by the Supplier. In that event, all monies owing to the Supplier will be immediately due and payable.
  - e) If the Applicant ceases to require a credit facility all monies owing to the Supplier will be immediately due and payable.
  - f) The Supplier may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security or information as the Supplier shall in its discretion think fit. The Supplier shall be entitled to withhold supply of goods and services or further credit until such security or additional security is obtained.

**6. Trust**

Where the Applicant is a Trustee, the Applicant shall be personally liable on the account and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to the Supplier.

**7. Change of Ownership/Particulars**

If the Applicant is a corporation it will notify the Supplier no later than 14 days after any change of ownership, change in its particulars, any alteration or addition to shareholders or directors, and any change, alteration or addition in the Applicant’s internal structure and senior management.

**8. Privacy Act**

The Applicant and, in the case of a corporate Applicant, its directors, hereby authorises and unconditionally grants its consent to the Supplier obtaining from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its credit account so as to assist the Supplier in deciding whether to grant credit or to continue to grant credit to it or for collecting overdue payments in respect of commercial credit applied for or provided to it. The Applicant further authorises and consents to the Supplier obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars and details of overdue payments), who have or are or intend to enter into some commercial or business dealings with it and/or grant credit to it . For the purposes of this paragraph ‘report’ and ‘information’ include any credit report originating from a credit reporting agency or any other record or information that has any bearing on the Applicant’s creditworthiness, credit standing, credit history, credit capacity and personal information.

**9. Law**

The parties agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of that State.

**10. Terms and Conditions of Trade**

The terms and conditions of trade contained herein are expressly incorporated into these terms and conditions of credit and shall apply in respect of all goods and services supplied to the Applicant.

**11. Acknowledgement**

The Applicant and signatories appearing below hereby acknowledge receipt of a copy of this Application and agree to be bound by the same.

**12. Security Interest**

As security for the performance of its obligation under this Agreement including payment of the Amount(s) Payable, the Applicant:

- (a) grants a security interest in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property as defined in the Personal Property Securities Act 2009 “PPSA” (“Personal Property”) to the Supplier;
- (b) charges (other than any Personal Property to which the PPSA applies) all of its rights, property and undertaking of whatever kind and wherever situated, whether present or future including, without limitation, its capital and any interest in real property (both legal and beneficial, in freehold and leasehold land) to the Supplier; and
- (c) Agrees to mortgage all of its present and future interest in any real property to the Supplier;

Signed for and on behalf of the Applicant \_\_\_\_\_

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

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Office Use Only

Approved  Approved by: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Comments \_\_\_\_\_

## **TERMS AND CONDITIONS OF TRADE**

### **1. Order Acceptance**

No order shall be binding on the Supplier until accepted by the Supplier. The Supplier reserves the right to accept or reject any order in whole or part.

The Applicant is and remains liable to the Supplier from the date an Order is made by the Applicant and accepted by the Supplier regardless of whether the Applicant subsequently sells its business.

### **2. Payment Terms**

(a) All credit orders are accepted by the Supplier subject to satisfactory credit approval. Where credit approval has not been granted, payment for the goods or services is required on delivery to the Applicant.

(b) Where credit has been granted, payment for the goods or services is to be made on or before 7 days from the date of invoice unless approved otherwise.

(c) Payment is to be made in full without set off or deduction unless otherwise agreed in writing.

### **3. Default**

If the Applicant makes default in any of the terms of this agreement or, in the opinion of the Supplier, commits an act of insolvency then the Supplier may suspend credit facilities without notice and the Supplier is authorised to sue for all unpaid amounts irrespective of the date of supply and invoice.

### **4. Retention of Title**

4.1 The Applicant grants to the Supplier a purchase money security interest, as defined in the PPSA in the Bailed Goods and proceeds of sale of the Bailed Goods ("PMSI") to secure the purchase price of the Bailed Goods.

4.2 The costs of registering a financing statement will be paid by the Applicant and may be debited against the Applicant's trading account with the Supplier.

4.3 The Applicant agrees not to do or permit anything to be done that may result in the PMSI granted to the Supplier ranking in priority behind any other security interest (as defined in the PPSA).

4.4 The Applicant will take such further steps (including obtaining consents, supplying information, signing forms or executing documents) which may be required by the Supplier to take further or better security under the PPSA in respect of the Bailed Goods or to maintain the effectiveness or priority of any security interest under the PPSA.

### **5. Warranty**

(a) Except for those required or implied by legislation, the Supplier gives no express warranty in relation to the goods or services supplied to the Applicant, and the Applicant acknowledges that it has not relied on any representation or warranty made by and on behalf of the Supplier in respect of the goods or services.

(b) Certain legislation (including the Competition and Consumer Act 2010), may imply certain conditions and warranties into this contract. To the extent that such conditions and warranties may, as between the Supplier and the Applicant, lawfully be excluded, all such conditions and warranties are hereby expressly excluded.

### **6. Liability**

(a) The liability of the Supplier to the Applicant arising out of or relating to the supply of the goods or services and matters incidental thereto, or for breach of a condition or warranty which cannot lawfully be excluded is limited as hereafter follows:-

(b) To the fullest extent permitted by law the liability of the Supplier to the Applicant in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits) however caused is expressly excluded.

(c) The Supplier shall not be liable for any damage to or destruction of the goods in transit except such as shall arise from its negligence. The goods are at the risk of the Applicant upon it leaving the Supplier's premises.

## **7. Jurisdiction**

These Terms and Conditions and the contract for the goods and services shall be governed by and construed in accordance with the law in force in Queensland and the parties submit to the jurisdiction of the Courts of that State.

## **8. GST**

The Applicant must pay to the Supplier any goods or services tax on the supply made under this agreement. The Supplier reserves the right to recover from the Applicant all goods and services tax payable in respect of the supply of goods or services to the Applicant.

## **9. No Waiver**

The failure of the Supplier to exercise, or the delay in exercising, any right, power or privilege available to it under these Terms and Conditions will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right or power.

**GUARANTEE**

I / We \_\_\_\_\_

hereby jointly and severally agree as follows:

In consideration of Woodlands Enterprises Pty. Ltd. having agreed to our request to supply goods or services on the terms and conditions expressed on this form and give credit to the Applicant specified below ("the Applicant"), we the undersigned directors, hereby guarantee the payment of all sums of money, interest costs and damages which the Applicant may now or hereafter be liable to pay to Woodlands Enterprises Pty. Ltd. We further agree that upon default by the Applicant to pay such money, interest costs and damages to the supplier when due, that we will pay the same to Woodlands Enterprises Pty. Ltd. upon demand. We further agree to indemnify the Supplier against all losses and costs suffered as a result of each default by the Applicant and/or any default by us under this Guarantee. This Guarantee is continuing, irrevocable and joint and several and is a principal obligation. Our liability hereunder is absolute and shall not be affected by any other matter or indulgence granted to the Applicant by Woodlands Enterprises Pty. Ltd. and which, but for this provision, might have operated as a release in whole or in part. We have or have had the opportunity to obtain independent legal advice on our obligations under this Guarantee. We confirm our acceptance of and agreement to the terms and conditions of credit set out herein.

1. The Guarantor:
  - (a) Grants a security interest in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property ( as defined in the PPSA)("Guarantor Personal Property") to Woodlands Enterprises Pty. Ltd.
  - (b) Charges all of its rights, property and undertaking of whatever kind and wherever situated, whether present or future including without limitation, its capital and any real property (other than any Guarantor Personal Property to which the PPSA applies) to Woodlands Enterprises Pty. Ltd.; and
  - (c) Agrees to mortgage all of its obligations under this agreement including its guarantee of the Applicant's obligation to pay the Amount(s) Payable.
2. The Guarantor must within 10 days of request from Woodlands Enterprises Pty. Ltd., execute such documents as Woodlands Enterprises Pty Ltd. requires to perfect the security interest, charge and mortgage. The Guarantor must pay on demand any stamp duty (including any fines and penalties) assessed in connection with the security interest, charge and mortgage. The costs of registering a financial statement will be paid by the Applicant and may be debited against the Applicant's trading account with the supplier.
3. The Guarantor acknowledges that Woodlands Enterprises Pty. Ltd., by virtue of the charge and mortgage has a caveatable interest in any real and leasehold property of the Guarantor which is or becomes subject to the charge and mortgage and may lodge a caveat over that property.

**APPLICANT:** \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

1. Signed by the Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Print name of Witness

2. Signed by the Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Print name of Witness