



CREDIT APPLICATION

Full Name of Customer _____

Trading Name _____

ABN/ACN _____

Date of Registration/Incorporation _____

Trading Address _____

Postal Address _____

Nature of Business _____

Business Contact Person _____ E-mail _____

Phone (____) _____ Fax (____) _____

Accounts Contact Person _____ E-mail _____

Phone (____) _____ Fax (____) _____

Trading Bank _____ Branch _____

Directors/Proprietors/Sole Traders Details (must be completed by each applicant)

1. Name _____ Date of Birth _____

Residential Address _____

Residential Phone (____) _____ Driving Licence No. _____

2. Name _____ Date of Birth _____

Residential Address _____

Residential Phone (____) _____ Driving Licence No. _____

3. Name _____ Date of Birth _____

Residential Address _____

Residential Phone (____) _____ Driving Licence No. _____



Trade References (all 4 must be completed)

1. Name _____ Contact _____

Address _____

Phone (____) _____ Email Address: _____

2. Name _____ Contact _____

Address _____

Phone (____) _____ Email Address: _____

3. Name _____ Contact _____

Address _____

Phone (____) _____ Email Address: _____

4. Name _____ Contact _____

Address _____

Phone (____) _____ Email Address: _____

Amount of Credit Requested (Monthly) \$ _____ Terms of Credit _____ days from invoice date



Terms and conditions

1. Application and Payment Terms

- 1.1 The Customer declares that all information provided in this Customer Credit Application is true and correct and that no relevant information in regard to the credit worthiness has been withheld, including information that may reasonably affect the Company's assessment of the Customer's creditworthiness.
- 1.2 The Customer agrees to provide current financial information if requested for assessment of this Customer Credit Application.
- 1.3 The Customer has been provided copies of, has read and agrees to be bound by these terms and conditions and the Trading Conditions of the Company, which are also available at www.townsvillecustoms.com.au and may be amended from time to time.
- 1.4 The Customer acknowledges that the Company may propose amendments to:
 - (a) these terms and conditions;
 - (b) its Trading Conditions entered into, at or around the time this Customer Credit Application is submitted to the Company, and/or
 - (c) any other terms relevant to this Customer Credit Application,

by giving 14 days' written notice to the Customer. All services provided after the end of the notice period will be subject to the amended terms and conditions and/or Trading Conditions unless the Customer gives written notice of its objection to the proposed amendments before expiry of the notice period.

- 1.5 If the Customer objects to a proposed amendment and the parties can not otherwise agree on terms, either party may terminate the Customer's credit account on 7 days' notice in writing.
- 1.6 The Customer agrees that services purchased will be paid within 7 days of the date of an invoice statement unless a different credit period has been agreed by the parties in writing.

2. Credit limit

- 2.1 The maximum credit mutually agreed upon between the Company and the Customer must not be exceeded without prior approval of the Company.

3. Cessation of supply

- 3.1 The provision of goods and/or services by the Company to the Customer is always conditional upon it being satisfied of the Customer's ability to pay and comply with these terms and conditions and the Trading Conditions. If the Company ceases to be so satisfied it may suspend and/or terminate the supply of goods and/or services on credit and shall not be liable in any way for any claim, damage, expense or cost suffered by the Customer.
- 3.2 For the purposes of this clause 3, the following definitions apply:
 - (a) "Goods" has the same meaning as under the Trading Conditions;
 - (b) "PPSA" means the Personal Property Securities Act 2009 (Cth); and
 - (c) "Security Interest" has the same meaning as under the PPSA.



3.3 The Customer acknowledges and agrees that it has granted a Security Interest in the Goods to the Company as provided for in the Trading Conditions.

4. Termination

4.1 If the Customer's credit account is terminated pursuant to clauses 1.5, 6.1 or 9.1 of these terms and conditions or pursuant to any other legal right, all amounts provided on credit become immediately due and payable and, from the next day after termination takes effect, be treated as an overdue account for the purpose of these terms and conditions.

5. Freight adjustment

5.1 Any claims for freight adjustments must be lodged with the Company within 60 days of shipment.

6. Acts of default

6.1 If the Customer:

- (a) fails to pay for any services on the due date; or
- (b) otherwise breaches these terms and conditions and/or the Trading Conditions and fails to rectify such breach within 7 days after receiving notice of the breach from the Company; or
- (c) commits an act of bankruptcy; or
- (d) allows a trustee in bankruptcy or receiver and manager to be appointed in respect of the Customer or any of the Customer's property; or
- (e) is a company; and
 - (i) proceedings are commenced to wind up the Customer or any of its subsidiaries; or
 - (ii) a controller, receiver, administrator, liquidator or similar officer is appointed to the Customer or in respect of any part of the Customer's property;

then the Company reserves the right to terminate the Customer's credit account.

6.2 The Company's right to terminate the Customer's credit account pursuant to clause 6.1(c), 6.1(d), and 6.1(e) is subject to any restriction on the Company's right to do so provided for in the Corporations Act 2001 (Cth), but only to the extent necessary to comply with such restriction.

6.3 The Customer agrees that if the Customer fails to pay on time, in addition to its rights under the Trading Conditions, the Company may:

- (a) charge interest at the Excess Drawing Interest Rate of the Company's appointed bank as at the invoice date, with such interest to be capitalised monthly, until paid; and
- (b) recover all reasonable collection cost and expenses incurred in collecting overdue accounts.

6.4 Any forbearance by the Company taking any of the actions set out in subclause 6.4 does not constitute a waiver of the Company's right to do so in the future.

7. Accrual of liability

7.1 Disputes and/or claims shall not constitute grounds for non-payment of the Customer's credit account.



8. Recovery Proceedings

- 8.1 The Company reserves the right to commence recovery proceedings in the event that invoiced payments are not made in full within the time stipulated by clause 1.6 of these terms and conditions.
- 8.2 The Customer acknowledges and agrees that if the Company commences any recovery action against the Customer, the Customer will be liable for any and all legal costs as well as any associated costs and expenses incurred by the Company in relation to the recovery of the unpaid invoice on a full indemnity basis.

9. Termination of account

- 9.1 the Company may, in its sole discretion, terminate the Customer's credit account on 14 days' notice.

10. Guarantee, Undertaking and Indemnity

- 10.1 If the Customer is a company, the Customer acknowledges and agrees that, as a condition of the Customer's credit account, it will procure that the directors and shareholders of the Customer enter into any guarantees or securities required by the Company to secure the provision of the goods or services on credit and pay for all legal costs, stamp duty or other expenses necessarily incurred in the preparation of, or enforcement of, such guarantees or securities.
- 10.2 For the purpose of subclause 10.1 the Customer will ensure that its directors and shareholders will sign any documents required by the Company to evidence and confirm any guarantees or securities in the form of the Guarantor's Agreement annexed to these terms and conditions.

11. Severance

- 11.1 Should any part of these terms and conditions be void, unenforceable or unlawful, then that part is severed from these terms and conditions without affecting the remainder of these terms and conditions, which remain in force to the maximum extent possible.

12. GST

- 12.1 In this Customer Credit Application, 'GST' has the meaning given to it by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ('GST Act') and the terms used in this clause 12.1 that are not otherwise defined have the meanings given in the GST Act. The Company will issue the Customer with a tax invoice in relation to the supply of goods and services which includes GST in a form which complies with the GST Act and the regulations made under the GST Act.

13. Inconsistency

- 13.1 Where there is an inconsistency between the terms and conditions of the Trading Conditions, a letter of authority, any fee quotation, estimate or agreement and these terms and conditions, the relevant documents shall be construed in the following order of priority:
- (a) this Customer Credit Application;
 - (b) the Trading Conditions;
 - (c) any authority provided by the Customer in favour of the Company;
 - (d) any fee quotation, estimate or agreement.



Privacy Act Disclosure

The Customer acknowledges and agrees that:

- (a) if the Company considers it necessary in assessing the Customer's credit application, and to regularly review the Customer's ongoing worthiness for commercial credit, the Company may obtain from, and/or disclose to a credit reporting body (as that term is defined in the *Privacy Act 1988* (Cth) (**Privacy Act**)) (including Dun & Bradstreet or such other credit reporting bodies notified to the Customer by the Company from time to time) (**CRB**), credit reports or information containing both commercial and consumer credit information about the Customer or its directors; and
- (b) if the Customer fails to meet its payment obligations in relation to consumer credit or commit a serious credit infringement, the Company may be entitled to disclose this to the CRB;
- (c) can obtain a copy of the CRB's policy about the management of the Customer's credit related personal information on its website; and
- (d) it will ensure its directors and any other person about whom it discloses credit information to the Company is made aware of this clause and is provided with a copy of the Company's Credit Reporting Policy.

The Customer can obtain a copy of the CRB's policy about the management of the Customer's credit related personal information on its website.

The Customer has the right to:

- (a) request the CRB not to use the Customer's credit reporting information for the purposes of pre-screening of direct marketing by a credit provider; and
- (b) request the CRB not to use or disclose credit reporting information about the Customer, if the Customer believes on reasonable grounds that the Customer has been or likely to be a victim of fraud.

To the extent permitted by law, the Customer agrees to the Company:

- (a) receiving from any credit provider, or providing to any credit provider, any credit information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness or notification of default at any time whether now or in the future;
- (b) obtaining from any credit reporting agency a credit report on the Customer for the purposes of assessing this credit application and the Customer further consents to the Company obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision: and



- (c) obtaining from a business which provides credit information a report or information in relation to the Customer's commercial credit worthiness or commercial dealings and using such information for the purposes of this application for credit.

The Customer agrees that in the event of default of payment of the Customer's debts, the Company may disclose all information relating to the Customer's credit account to a collection agency or lawyer for the purpose of receiving any or all amounts outstanding.

The Company's Credit Reporting Policy explains:

- (a) how the Company manages credit information and credit eligibility information;
- (b) how the Customer or an individual may:
 - (i) access credit eligibility information held by the Company;
 - (ii) seek correction of credit information or credit eligibility information held by the Company;
 - (iii) complain about a failure by the Company to comply with the credit reporting provision of the Privacy Act or the Credit Reporting Code and how the Company will deal with such complaints; and
 - (iv) whether it is likely that the Company will disclose credit information or credit eligibility information to entities that do not have an Australian link and, if so, the countries in which those entities are likely to be located.

The Company will otherwise handle personal information (as that term is defined in *Privacy Act 1988 (Cth)*) collected in connection with the provision of services to the Company in accordance with the Company's Collection Notice and Privacy Policy, available at www.townsvillecustoms.com.au. By signing this Credit Application form, the Customer confirms that it has read and agrees to the terms of the Collection Notice and Privacy Policy.

Director or Authorised Person's Name (please print) _____

Signature _____ Date _____

Director or Authorised Person's Name (please print) _____

Signature _____ Date _____

Director or Authorised Person's Name (please print) _____

Signature _____ Date _____