



BOWRAL CO-OP

BOWRAL CO-OPERATIVE LIMITED

ABN 60 254 390 336 NSW 26

CREDIT APPLICATION ACCOUNT

Name of Account: Business _____ ABN: _____

OR

Private: _____

COMPANY DIRECTORS or PARTNERS (if applicable)

Please note if a partnership, the first partner listed holds the voting rights.

Full name: _____

Residential address _____

Full name: _____

Residential address _____

Type of legal entity: Sole trader Public company Partnership Private Company

Other person(s) authorised to operate account: (Full names) _____

AMOUNT OF CREDIT REQUESTED \$ _____

TRADE REFERENCES ARE NOT REQUIRED FOR CREDIT OF \$1,000 OR LESS

To be completed by Bowral Co-operative Limited

Approved: _____

Signed: _____

Date: _____

Contact details

Delivery address: _____

Email address: _____

All correspondence will be sent to this email address. Request for statements to be sent via Australia Post will attract a fee of \$1.75 per month

Postal address: _____

Phone: _____ Mobile: _____

ACCOUNTS PAYABLE CONTACT (if applicable)

Address for invoices (if applicable) _____

Contact name (if applicable) _____ Ph: _____

Email: _____ Fax: _____

TRADE REFERENCES

TRADE REFERENCES ARE NOT REQUIRED FOR CREDIT OF \$1,000 OR LESS

Business name: _____ Contact name: _____

Address: _____ Phone no: _____

Email: _____

Business name: _____ Contact name: _____

Address: _____ Phone no: _____

Email: _____

Business name: _____ Contact name: _____

Address: _____ Phone no: _____

Email: _____

Company Guarantee by Directors

I/We in consideration of Bowral Co-operative Limited agreeing to supply (name and address of Company) _____

_____ with goods on credit hereby jointly severally agree as follows:

- (a) I/We hereby guarantee the due performance of the terms and conditions above appearing by the Customer and the payment of any monies advanced by credit to Bowral Co-operative Limited.
- (b) This Deed shall be a guarantee to the Supplier for all debts whatsoever contracted by the customer with the Supplier in respect to all goods to be supplied to it.
- (c) The Supplier shall be at liberty without notice to me/us at any time and without in any way discharging me/us from any liability hereunder to grant time and other indulgence to the said Customer and to accept payment from it in cash or by other means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with it to the Supplier instead of being mere surety of it.
- (d) The Signatories to this guarantee agree that the Supplier may seek from a credit reporting agency a credit report containing personal information to assess whether to accept them as Guarantors for the credit approved for or provided to the Customer in this application. The signatories agree that if the Supplier approves the Customer's application for credit this remains in force until the Customer's liability within the Supplier ceases.

Full Name: _____ Witness: _____

Signature: _____ Date: _____

Full Name: _____ Witness: _____

Signature: _____ Date: _____

Full Name: _____ Witness: _____

Signature: _____ Date: _____

TERMS OF TRADING AGREEMENT

The Agreement

1. The Customer hereby warrants that the information supplied by the Credit Application is true, accurate and correct and is supplied for the purpose of obtaining credit.
2. The Customer warrants that the persons signature/s appearing on the Agreement are duly authorised by the Customer to apply for credit and execute the Agreement.
3. The Customer agrees to adhere to the terms and conditions of this Agreement.
4. The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing ("the notice") from the Supplier. Any goods that are supplied by the Supplier to the Customer shall be on the basis of cash upon delivery.
5. The parties agree that in the event of the Supplier, prior to approving credit, grant to the Customer time to pay for any goods supplied, then such supply shall not amount to a waiver by the Supplier of any of the terms of this Agreement nor be construed or be taken either directly or by implication as a granting by the Supplier of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the notice.
6. In the event of the Supplier granting credit facilities to the Customer, then the following terms shall apply:
 - (i) Payment of all accounts is required by the due date i.e. *30 days after the end of the month issued. As an example purchases made on credit in March are to be paid for before the end of April.*
 - (ii) That should the Customer default in the payment of any monies due under this Agreement then any member benefit point of sale discount applied to the outstanding amount will be reversed.
 - (iii) That should the Customer default in the payment of any monies due under this Agreement then all monies due and payable shall be paid by the Customer within SEVEN (7) days of the date of written demand and the Supplier shall be entitled to charge interest at the rate of 8% per annum on all overdue accounts from the due date until the date of actual payment.
 - (iv) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees, commissions, and solicitor's costs shall be paid by the Customer, calculated on an indemnity basis as a consequence of the Company instructing it's solicitor to provide advice to it in connection with each default and/or to institute such recovery process as shall in the absolute discretion of the Company be appropriate in the circumstances. The Supplier shall be entitled without notice, to terminate any credit arrangement with the Customer in the event of the Customer defaulting on any of the terms and conditions herein contained.
 - (v) The Supplier shall be entitled at any stage during the continuance of this Agreement to request such security or additional security as the Supplier shall be in discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.
7. Notwithstanding any implication or law to the contrary, all contracts between the Supplier and the Customer shall be deemed to be made and construed and to be enforceable in and according to the laws of the State of NSW and by mutual consent to be subject to the jurisdiction of the Courts of that State.
8. The Directors/Shareholders of the Customer do hereby jointly and severally guarantee payment of the account and to enter into the Standard form of guarantee used by the Company should such guarantee be required.
9. The signatories to this agreement do hereby jointly and severally guarantee payment of the Customer's account to the Supplier. This guarantee will be a continuing guarantee unless notification is made to and agreed by the Supplier in writing.

10. In the case of a Trust we acknowledge that the Trust shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.
11. Change of ownership – Registered Particulars – the Customer no later than 14 days prior to any proposed changes in Registered Particulars, alteration, addition to shareholding or directorship, notify the Supplier of the proposed change and the Customer shall notify the Supplier of any change, alteration or addition to the Customers internal structure and shall provide full details of the proposed change, alteration or addition, to the Supplier and the Customer shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged by writing, acceptance of the intending change, alteration or addition.
12. For the purpose of this document the words “GOODS” shall mean, all goods and chattels, and all charges for work and labour done, hire charges, fees, service charges, repairs, materials, insurance charges of whatever nature, associated with the supply and manufacture, construction, or repair of the goods supplied to the Customer and all the terms and conditions of this Agreement shall relate to any charge herein before mentioned imposed by the Supplier to the Customer.
13. The signatories to this Agreement and guarantors where applicable, authorise the Supplier to conduct credit checks on them, any businesses which they may be a proprietor or partner of, and any company which they may be a director of to obtain credit reports in respect of their credit worthiness.
14.
 - (i) If the Supplier considers it relevant to assess the application for commercial credit, then the signatories to this Agreement agree to the Supplier obtaining a report about their personal activities or personal credit worthiness from a business which provides information about the personal credit worthiness of persons.
 - (ii) The signatories to this Agreement agree that the Supplier may give to and seek from any credit providers that may be named in a credit report issued by a credit reporting agency, information about their credit arrangements. The signatories of the Customer understand that this information can include any information about their credit worthiness, credit standing, credit history or credit capacity providers are allowed to give or receive from each other under the Privacy Act 1988.
 - (iii) If the Supplier considers it relevant to collect overdue payments in respect of commercial credit provided to the Customer, the signatories to this Agreement agree to the Supplier receiving from a Credit reporting agency a credit report containing personal information about them in relation to collecting overdue payments.
 - (iv) Under Section 18E (8)(c) of the Privacy Act 1988 the Supplier is allowed to give a credit reporting agency personal information about this credit application. The information, which may be given to an agency, is covered by Section 18E (1) of the Act.
 - (v) The signatories to this Agreement agree that the Supplier may seek from a Credit Reporting Agency a Credit Report containing personal information to assess whether to accept them as Guarantors for the credit applied for or provided to the Customer named in this application. The signatories agree that if the Supplier approves the Customer’s application for credit, this agreement remains in force until the Customer’s liability with the Supplier ceases.

Signed: _____

Signed: _____

Date: _____

Date: _____