

## CREDIT ACCOUNT APPLICATION

To be completed by Applicants – please complete all sections and read the Terms and Conditions of Trade overleaf

DATE \_\_\_\_\_ REF No \_\_\_\_\_

CLIENTS TRADE NAME \_\_\_\_\_

CLIENT FULL or LEGAL NAME \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ Email \_\_\_\_\_

Billing Address \_\_\_\_\_ Physical Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_ \_\_\_\_\_ Postcode \_\_\_\_\_

### COMERCIAL CLIENTS ONLY

ABN/ACN Number \_\_\_\_\_

Requested Credit Limit \_\_\_\_\_ Date Established \_\_\_\_\_

Contact 1 \_\_\_\_\_ Contact 2 \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_

### DETAILS OF OWNER (if Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company)

Full Name \_\_\_\_\_ Full Name \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

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

### TRADE REFERENCES

Business Name 1 \_\_\_\_\_ Business Name 2 \_\_\_\_\_

Address or A/C No \_\_\_\_\_ Address or A/C No \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ Fax \_\_\_\_\_

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of A & L Concrete Pumping Pty Ltd T/A Citywest Concrete Pumping which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a Director/Shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

SIGNED (SUPPLIER) \_\_\_\_\_ SIGNED (CLIENT) \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

ID \_\_\_\_\_ DOB \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS OF TRADE FOR SERVICES**

### **1. SERVICES**

- 1.1 The Services shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by the Supplier of the Client.

### **2. PRICE AND PAYMENT**

- 2.1 The Price shall be indicated on invoices provided by the Supplier to the Client in respect of the Services supplied.
- 2.2 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation, or any other forms. If no time is stated then payment will be due seven (7) following the date of the invoice.
- 2.3 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Supplier

### **3. DEFAULT & CONSEQUENCES OF DEFAULT**

- 3.1 Interest on overdue invoices shall accrue daily from the date when payment become due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before an judgement.
- 3.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Supplier from and against all costs and disbursement incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.

### **4. ERRORS AND OMISSIONS**

- 4.1 The Client shall inspect the Services on delivery and shall within seven (7) days of delivery (time being of essence) notify the Supplier of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford the Supplier an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage. For defective Services, which the Supplier has agreed in writing that the Client is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the services or rectifying the Services, except where the Client has acquired Services as a consumer within the meaning of the *Competition and Consumer Act 2010 (CWlth)* or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Services, or rectification of the Services, or replacement of the Services.

### **5. PRIVACY ACT 1988**

- 5.1 The Client and/or the Guarantor/s (herein referred to as Client) agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Supplier.
- 5.2 The Client agrees that the Supplier may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (i) To assess an application by Client; and/or
  - (ii) To notify other credit providers of a default by the Client; and/or
  - (iii) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (iv) To assess the creditworthiness of Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the *Privacy Act 1988*.
- 5.3 The Client consent to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1) (h) *Privacy Act 1988*)
- 5.4 The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes as shall be agreed between the Client and Supplier or required by law from time to time.
- (i) provision of Services; and/or
  - (ii) marketing of Services by the Supplier, its agents or distributors in relation to the Services; and or
  - (iii) analysing, verifying and/or checking the Client's credit, payment and/or credit facilities requested by Client; and/or
  - (iv) processing any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or
  - (v) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 5.5 The Supplier may give information about the Client to a credit reporting agency for the following purposes:
- (i) to obtain a consumer credit report about the Client;
  - (ii) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 5.6 The information given to the credit reporting agency may include:
- (i) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's license number;
  - (ii) details concerning the Client's application for credit or commercial credit and the amount requested;
  - (iii) advice that the Supplier is a current credit provider to the Client;
  - (iv) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
  - (v) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
  - (vi) information that, in the opinion of the Supplier, the Client has committed a serious credit infringement (that is, fraudulently or shown as intention not to comply with the Client's credit obligations);
  - (vii) advice that cheques drawn by the Client have been dishonoured more than once;
  - (viii) that credit provided to the Client by the Supplier has been paid or otherwise discharged.