

Credit application

Request for Arbour Grove Pty Ltd to supply goods and services on credit (Application).

YOUR DETAILS

Entity name: _____ (Applicant)
ABN/ACN (if applicable): _____ Pty Ltd Sole Trader / Partnership Trustee
Registered address: _____
Postcode: _____ State: _____
Phone: _____ Email: _____

CREDIT INFORMATION

Date entity established: _____ Number of employees: _____
Estimated monthly purchase value: _____
Full name of each company director, or proprietor or partner or trustee:

Please provide contact details for three trade references:

BANK ACCOUNT DETAILS

Bank name: _____ Branch name: _____
Bank address: _____ Name on account: _____
BSB: _____ Account number: _____

TERMS & CONDITIONS OF CREDIT

If the application is accepted, the following Terms and Conditions of Credit apply to Arbour Grove Pty Ltd (the Creditor) supplying goods or services on credit to the applicant.

Until the credit application is approved, or if the applicant fails to comply with any of these terms and conditions, all purchases must be paid in full up front.

1. The applicant must ensure that all information provided in this application is true, complete and correct at all times.
2. The applicant must at all times be solvent, able to meet its financial obligations and pay its accounts as and when they fall due.
3. All accounts issued by the creditor are paid in full within **30 days**.
4. Requests or claims for refunds or returns are subject to the Arbour Grove Pty Ltd Refund Policy.
5. If the applicant defaults on a payment, then all amounts outstanding to the creditor shall immediately become due and payable.
6. The creditor is entitled to charge and the applicant agrees to pay interest at 2% per month, compounding daily on all amounts not paid by the due date.
7. The creditor will be entitled to recover from the applicant all reasonable expenses, costs, disbursements, debt recovery and legal fees incurred by the creditor as a result of any amounts not paid by the due date.
8. The creditor is entitled to immediately cease to supply goods and services on credit in the event of the applicant defaulting on any of these terms and conditions.

9. The creditor will set a maximum credit limit available to the applicant and has the right to change that limit from time to time.
10. Risk in the goods passes to the applicant upon delivery.
11. Title to the goods does not pass to the applicant until the applicant has paid all amounts outstanding in full. Until payment of amounts owing, the applicant is a bailee of the goods in its possession and title remains with the creditor. If the applicant fails to make payments of any amounts owing, the creditor retains the right to retake possession of the goods until payment has been received in full. The creditor may exercise these rights without prejudice to its right to claim damages for breach of contract.
12. If any of these terms or conditions is void or unenforceable, it is severed and the provisions that are not void or unenforceable are unaffected by the severance.
13. The creditor may in its absolute discretion require security or additional security and shall be entitled to withhold supply or cancel credit arrangements until such security or additional security is provided.
14. The applicant, and its directors consent to the creditor disclosing personal information about the applicant and its directors to a credit reporting agency in order to assess the applicant's credit history. The information which may be given to an agency is referred to in the Privacy Act 1988 (Cth) and includes: particulars to identify the applicant; the fact that the applicant has applied for credit and the amount; the fact that the creditor is a credit provider to the applicant; payments which become overdue more than 60 days, advice that payments are no longer overdue; cheques of \$100 or more drawn by the applicant which a bank has dishonoured more than once; in specified circumstances, that in the opinion of the creditor, the applicant has committed a serious credit infringement; that the credit provided to the applicant by the creditor has been discharged.
15. This application and the terms and conditions of credit are subject to the laws in Queensland.
16. **The parties note and agree that the terms and conditions of trade attached will apply to all transactions between the parties.**
17. **Should the applicant be a company then the Director/s who sign on behalf of the company by doing so irrevocably guarantee to the creditor the due performance of the obligations of the applicant to the creditor howsoever arising and will indemnify the creditor in respect of any failure by the applicant to perform any such obligations.**

SIGNATURE(S)

I/We, being duly authorised by the applicant, having applied for credit with the creditor agree to the terms printed above, the due performance by the applicant of those terms and payment of any monies due or payable and all debts incurred by the applicant to the creditor.

First name/s: _____
 Last name: _____
 Director Secretary
 Other: _____

First name/s: _____
 Last name: _____
 Director Secretary
 Other: _____

Signature: _____
 Date: _____

Signature: _____
 Date: _____

Witness

Signature: _____
 Full name: _____

Witness

Signature: _____
 Full name: _____

Identification provided

- Driver's License/Passport
- Confirmation of address

Identification provided

- Driver's License/Passport
- Confirmation of address

- Company search
- Personal guarantees requested/received

- Insolvency search