



# CREDIT APPLICATION

USE BLOCK LETTERS

Company  Partnership  Trust  Sole Trader  Other

Name of Applicant:

Trading Name (if applicable):

ACN:  ABN:

Name of Trust and type (if applicable):

Name of Trustee (if applicable):

Business Address: (not PO Box)

Suburb:  State:  P/Code:

Postal Address: (if different from above)

Suburb:  State:  P/Code:

Telephone:  After hours:

Mobile number:  Fax Number:

Email address - invoices:  Tick for paper copy

Email address - statements:  Tick for paper copy

*Statements and invoices will be delivered through email unless otherwise requested*

Date of birth: (Sole trader)

Contact name:

How long business established:  yrs

Under present ownership:  yrs

Nature of business:

Sales contact:

Accounts payable contact:

Terms: 30 Days from month of delivery      Credit Limit (approx. 3x monthly spend) \$

**To be completed if applicant is a Company, Partnership or Trust**

Director's / Partner's / Trustee's Surname	Given name	Date of birth	Address	Drivers license N° and State

**Trade References**

Current major suppliers	Landline Phone Number	Ave montly purchases	Comments

# TERMS AND CONDITIONS OF APPLICATION AND CREDIT FACILITY

## APPLICATION

The Applicant hereby applies for credit ("Credit Facility") from Cetnaj ABN: 13 003 762 641 ("Company") in connection with the supply of goods on the following terms and conditions.

## TERMS AND CONDITIONS OF CREDIT FACILITY

The Applicant agrees that trade references and other suppliers not identified in this application may be approached for information concerning the Applicant;

The Applicant agrees that the company may at any time withdraw or vary the Credit Facility or any credit limit in respect of the Credit Facility;

The Applicant agrees to pay on demand all sums owing in connection with the Credit Facility in the event that the Credit Facility is withdrawn;

The Applicant agrees to observe the Company's terms and conditions of sale as the same may be varied from time to time (see [cetnaj.com.au/legal-information](http://cetnaj.com.au/legal-information));

The Applicant agrees to pay interest on any unpaid amount at a rate of 1.5% per month from the due date until payment is made in full and to pay any expenses incurred in collecting or attempting to collect any overdue monies including any debt collectors expenses and solicitors fees (on a solicitor client basis), to be payable on a full indemnity basis (whether or not proceedings are successful);

The Applicant, or where the Applicant is a Partnership, all partners, both jointly and severally, agrees that in order to secure payment of all monies for which the Applicant may become liable the Applicant charges as beneficial owner all of the Applicant's freehold and leasehold interest in land (including land acquired in the future) to the Company and consents that the Company shall have a caveatable interest over such land.

The Applicant acknowledges that the company may assess the Application for credit pursuant to provisions of section 18K(1)(b) of the Privacy Act 1988 (Cwth). Section 18K(1)(b) of the Privacy Act 1988 (Cwth) (the Act) is displayed at [www.comlaw.gov.au/Details/C2013C00231](http://www.comlaw.gov.au/Details/C2013C00231).

These terms and conditions shall be governed by and constituted in accordance with the laws of courts of competent jurisdiction and the Applicant irrevocably submits to the exclusive jurisdiction of a court in the capital city of a State or Territory that the Company directs in relation to any disputes concerning such terms and conditions;

The Credit Facility shall remain in the name stated by the Applicant in its application until the Company is notified in writing and consent is given in the writing by the Company. The Applicant shall notify the Company as soon as practicable should there be any change in the legal entity, structure or management control of the Applicant's business;

The Applicant, and when the Applicant is a company, the directors (jointly and severally) signing on behalf of the Applicant, warrant that:

- The information in the Schedule and application and any other information provided to the Company in relation to this Application is true and correct and is not misleading;
- The Applicant is able to pay its debts as they become due;
- Unless otherwise stated in this Application it is not the trustee of any trust;
- There is no other material circumstance or event that is known by the Applicant which if known by the company would be likely to affect the consideration by the Company as to whether or not to grant any credit facilities;
- The terms and conditions of sale have been received and read by the Applicant and understood by the Applicant to apply to all sales between the Company and the Applicant. In particular, the Applicant is aware that the goods sold remain the property of the Company while any moneys are owed by the Applicant to the Company;
- The Company continue to have Retention of Title of goods and register a purchase money security interest (pursuant to the Personal Property Securities Act 2009) in relation to the goods supplied.
- Credit is required wholly or predominantly for the purpose of carrying on or establishing a trade, business or profession.
- A variation of an existing agreement, where there is a pre-existing written credit agreement, new terms are incorporated into the original agreement.

The Company, in the process of receiving your credit facility application, will obtain information about you, and will retain upon approval of your credit facility, information about you which includes but is not limited to your name, address, ABN/ACN, contact numbers for internal marketing related purposes. The information collected will be accurate, complete and up-to-date and will be available for review by you on demand. Your information will be destroyed or de-identified should you cease to be a customer of the Company or on request by you.

I/we understand the information may be used for any of the following purposes:

- To assess an application for me/us for credit
- To notify other credit providers of defaults by me/us
- To exchange information with other credit providers as to the status of this account where I/we are in default with other credit providers
- To assess my/our credit worthiness

Signatures:

\_\_\_\_\_  
Director/Sole Trader/Partner/Trustee

\_\_\_\_\_  
Director/Secretary/Partner/Trustee

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Witness full name and address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In signing this document, I verify I am an authorised signatory and have the capacity to enter into this agreement