



## APPLICATION FOR CREDIT

APPLICANT'S DETAILS			
Applicant's Name			
Trading Name			
ACN	ABN		
Postal Address			Postcode
Business Address			Postcode
Telephone	Fax	Email	
Registered Office Address			
Type of Business			
Type of Company	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Company <input type="checkbox"/> Other
Bank	Branch		
Amount of Montly Credit Required (approx.)			
Contact Name for Account/Payment Queries			

DETAILS OF DIRECTORS AND OWNERS			
Name of Director/s	Home Address	Home Phone No.	Drivers Licence No.

TRADE REFERENCES		
Company	Telephone	Contact

## TERMS & CONDITIONS OF SALE

1. Should this application be accepted by Rapidflow Industries Pty Ltd (hereinafter called the Company) the Customer agrees that the credit account shall be subject to the terms of this application
2. Payment of all accounts is required by the due date being 30 days from statement date.
3. That should the Customer default in payment of account due under this Agreement, then all monies, including the total amount of invoices presented since the last statement date shall become immediately due and payable to the Company and upon the expiration of 7 (seven) days from the date of default the Company shall be entitled to charge interest at the rate of 1.5% per month on all overdue accounts from the due date until the date of actual payment by the Customer.
4. The Customer shall indemnify the Company for all costs, fees, commission charges and disbursements charged by any mercantile agent or solicitor engaged for the purpose of collection or recovery of monies due and payable by the Customer.
5. Notwithstanding the delivery of the goods or part thereof the goods remain the sole and absolute property of the Company as full legal and equitable owner until such time as the Customer shall have paid the Company the full purchase price together with the full price of any other goods then the subject of any other contract with the Company.
6. The Customer acknowledges that he receives possession of and holds goods delivered by the Company solely as bailee for the Company until such time as the full price thereof is paid to the Company together with full price of any other goods then the subject of any other contract with the Company.
7. Records shall be kept by the Customer of any goods owned by the Company shall be separately recorded in the books of the Customer and kept in such a state to be readily identified as the Company's property.
8. If the Customer does not pay for any goods on the due date then the Company is hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever.
9. On retaking possession of goods the Company may elect to refund to the Customer any part payment that may have been made and to credit the Customer's account with the value of the goods less any charge for recovery of the goods to resell the goods.

## AGREEMENT, CHARGE & GUARANTEE

1. Each of us acknowledges that the information provided in this application is the basis for evaluation by the Company of the financial standing and credit worthiness of each of us (and the incorporated body) and do hereby:-
  - (a) Certify that the information provided in this Application is true and correct.
  - (b) Authorise the Company to make such enquiries and receive such information from the bankers and business referees mentioned in this Application and otherwise from anyone as the Company may reasonably consider necessary.
  - (c) Acknowledge that the Company has informed me/us in accordance with the Privacy Act 1988 as amended, that certain items of personal information, including an opinion, about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies.
  - (d) In accordance with the Privacy Act 1988 as amended:-
    - (i) agree to the Company obtaining from a business which provides information about commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for the purpose of assessing this application or assessing whether to accept me/us as guarantors as the case may be;
    - (ii) authorise the Company to exercise my/our rights to access to my/our credit information files and credit reports.
  - (e) Agree that the Company may give to and seek from any credit providers (whether or not named in this application) reports and information that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:-
    - (i) to assess an application by me/us for credit or commercial credit;
    - (ii) to notify other credit providers of a default by me/us;
    - (iii) to exchange information with other credit providers as to the status of my/our account where I am/we are in default with the Company or other credit provider;
    - (iv) to assess my/our credit worthiness or commercial credit worthiness at any time;
    - (v) to assess whether to accept me/us as guarantors or to continue supplying credit to the Customer.
  - (f) Agree that the Company may seek from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for or provided to the applicant.
  - (g) Agree that these authorisations shall continue to have effect for the duration of the period during which credit or commercial credit is provided or sought by the Customer from the Company.
2. We jointly and each of us severally (and if the Customer or any guarantor is an incorporated body, then each incorporated body) do hereby charge all of our real property both present and future and wheresoever situate with the amount of our indebtedness to the Customer from time to time and each of us shall immediately upon demand being made on us by the Company sign all documents and do all things that the Company may reasonably require to be signed and done to further secure to the Company the amount of such indebtedness to the Company including such guarantee and or indemnity instruments in such terms as are required by the Company before or after approval of credit by the Company and each of us hereby irrevocably appoint the Company each successor of the Company, each assignee to the Company and each of them severally to be the duly constituted attorney of each of us to execute in our several names and as our several acts and deeds such consents to such caveats as the Company may wish to lodge against any dealings in any real property in any Titles Offices. "Real Property" includes estates and interests including leaseholds.

3. If the Customer is an incorporated body, in consideration of and as an essential condition of the acceptance of this application by the Company we do jointly and severally with the incorporated-body in our own names:-
  - (a) Accept liability to the Company for the payment as principal debtor of all monies owned by the incorporated body to the Company from time to time and waive all rights as mere surety which may be inconsistent therewith.
  - (b) Bind the incorporated body and warrant our authority to bind the incorporated body.
4. In consideration of the Company agreeing to grant credit facilities to the Customer we the undersigned do hereby jointly and severally guarantee payment of the Customers account and all monies now and hereafter owed by the Customer to the Company :“and agree to be bound by the terms and conditions contained in this Application form and that the Company may at all times act as if were the principal debtor.
5. In the case of a Trustee Company, we acknowledge that the Trustee shall be liable on the account and that in addition the assets ‘:of the Trust shall be available to meet payment of the account.
6. (a) Unless varied by notice in writing by the Company this Agreement and every variation amendment or special term of this Agreement and all matters arising from the relationship of the Company and the Customer shall be interpreted and governed in accordance with the laws of the State of Victoria notwithstanding that the products sold by the Company to the Customer may be delivered outside that state or the Agreement for supply may be found to have been outside that state.
  - (b) The Customer submits to the exclusive jurisdiction of the Courts in the state referred to in clause 6(a) or such other state or territory as the Company may from time to time notify in writing to the Customer.
  - (c) The parties to this Agreement agree that proceedings may be commenced in any Court in the state or territory having jurisdiction by virtue of clause 6(b) and consent to that Court having jurisdiction notwithstanding that the Court would not have such jurisdiction without this consent.
7. In the event that the whole or any part or parts of any provisions in this Agreement should be held to be void or unenforceable in whole or in part such provision or part thereof shall to that extent be served from these terms and conditions but the validity and enforceability of the remainder of these terms and conditions shall not be affected. We hereby acknowledge, affirm and agree that we have read, fully understood and comprehend the Terms and Conditions contained in this Application.

SHOULD BE SIGNED BY ALL DIRECTORS AND EACH SIGNATURE SHOULD BE WITNESSED.

SIGNED IN STATE OF

Signed	Witnessed By
.....	.....
Print Name	Print Name
.....	.....
Date	Date
.....	.....

Signed	Witnessed By
.....	.....
Print Name	Print Name
.....	.....
Date	Date
.....	.....

Signed	Witnessed By
.....	.....
Print Name	Print Name
.....	.....
Date	Date
.....	.....

Signed	Witnessed By
.....	.....
Print Name	Print Name
.....	.....
Date	Date
.....	.....

**PRIVACY ACT CLAUSE**

1. Under Section 18E(8) of the Privacy Act (Rapidflow Group Pty Ltd) is allowed to give a credit reporting agency personal information about your credit Application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:-
  - (a) Identity particulars;
  - (b) The fact you have applied for credit and the amount;
  - (c) The fact that (Rapidflow Group Pty Ltd) is a current provider to you;
  - (d) Payments which become overdue more than 60 days, and for which collection action has commenced;
  - (e) Advice that payments are no longer overdue;
  - (f) Cheques drawn by you which have been dishonoured more than once;
  - (g) In specified circumstances, that in the opinion of (Rapidflow Group Pty Ltd) you have committed a serious credit infringement;
  - (h) That credit provided to you by (Rapidflow Group Pty Ltd) has been paid or otherwise discharged.
2. If (Rapidflow Industries Pty Ltd) considers it relevant to access my/our application for personal credit, I/we agree to (Rapid flow Industries Pty Ltd) obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.
3. If (Rapidflow Industries Pty Ltd) considers it relevant to assessing my/our application for commercial credit, I/We agree to (Rapid flow Industries Pty Ltd) obtaining a credit report agency a credit report containing personal credit information about me/us in relation to commercial credit provided (Ausmalt Sheetmetal Pty Ltd).
4. I/We agree that (Rapidflow Industries Pty Ltd) may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the borrower (named below).
5. If (Rapidflow Industries Pty Ltd) considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I/we agree (Rapidflow Industries Pty Ltd) receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.
6. I/We agree that (Rapidflow Industries Pty Ltd) may give to and seek from any credit providers named in this credit application and any credit providers that may be named in credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

**(Acknowledged by the individual)**

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_