



## CONFIDENTIAL CREDIT APPLICATION FORM

### **Completing and Submitting this Document**

For your application to be processed, ensure you have completed and signed both parts of this document: the **Confidential Credit Application Form** and the **Personal Guarantee and Indemnity Agreement**.

**Return this document (completed, signed and witnessed) to Astley's Plumbing & Hardware ABN 67 002 155 811 at Cobbora Road, Dubbo NSW 2830. Phone: (02) 6882 4633, Fax: (02) 6882 9116.**

# CONFIDENTIAL CREDIT APPLICATION



## Completing and Submitting this Document

Thank you for applying for credit facilities with Astley's Plumbing & Hardware ABN 67 002 155 811 of Cobbora Road, Dubbo NSW 2830. For your application to be processed, it is necessary to complete and sign both parts of this document: the **Confidential Credit Application Form** and the **Personal Guarantee and Indemnity Agreement**.

Return this document (completed, signed and witnessed) to Astley's Plumbing & Hardware.

Application Date \_\_\_\_\_

Sales Representative \_\_\_\_\_ Sales Representative to complete for office use only  
Branch \_\_\_\_\_ Phone No \_\_\_\_\_

## Section 1 - All Applicants *Complete this Section.*

Enter all details relevant to your Business.

Business Operates as  Pty Ltd/Ltd Company  Trustee  Sole Trader  Partnership

Business/Company Name \_\_\_\_\_ ABN \_\_\_\_\_

Trading Name \_\_\_\_\_

Trust Name \_\_\_\_\_

Postal Address \_\_\_\_\_

Business/Street Address \_\_\_\_\_

Ph. Business ( ) \_\_\_\_\_ After Hours ( ) \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Year Business Commenced \_\_\_\_\_ Nature of Business \_\_\_\_\_

Bank Name \_\_\_\_\_ BSB No \_\_\_\_\_ Account No \_\_\_\_\_

Contracting/Building Licence No \_\_\_\_\_

Credit Amounts Required *Enter an estimated amount required per month:* \_\_\_\_\_

## Section 2 - Companies, Sole Trader and Business Partnerships

Enter all details for all Directors, Sole Traders and Business Partners.

(1) Full Name _____	(3) Full Name _____
DOB / / Drivers Licence No _____	DOB / / Drivers Licence No _____
Residential Address _____	Residential Address _____
Postcode _____	Postcode _____
Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented	Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented
(2) Full Name _____	(4) Full Name _____
DOB / / Drivers Licence No _____	DOB / / Drivers Licence No _____
Residential Address _____	Residential Address _____
Postcode _____	Postcode _____
Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented	Residence: <input type="checkbox"/> Owned <input type="checkbox"/> Rented

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# CONFIDENTIAL CREDIT APPLICATION FORM

(continued)

## Section 3 - Spouses of Directors, Sole Traders and Business Partners

Enter all details for Spouses of all Directors, Sole Traders and Business Partners.

(1) Spouse Full Name	<input type="text"/>	(3) Spouse Full Name	<input type="text"/>
DOB	<input type="text"/> / <input type="text"/> / <input type="text"/>	DOB	<input type="text"/> / <input type="text"/> / <input type="text"/>
Drivers Licence No	<input type="text"/>	Drivers Licence No	<input type="text"/>
Residential Address	<input type="text"/>	Residential Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>
Postcode	<input type="text"/>	Postcode	<input type="text"/>

(2) Spouse Full Name	<input type="text"/>	(4) Spouse Full Name	<input type="text"/>
DOB	<input type="text"/> / <input type="text"/> / <input type="text"/>	DOB	<input type="text"/> / <input type="text"/> / <input type="text"/>
Drivers Licence No	<input type="text"/>	Drivers Licence No	<input type="text"/>
Residential Address	<input type="text"/>	Residential Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>
Postcode	<input type="text"/>	Postcode	<input type="text"/>

## Section 4 - All Applicants Complete this Section.

Enter Trade References - Major Suppliers.

NAME	LOCATION	PHONE NO
1.		
2.		
3.		

## Section 5 - All Applicants Complete this Section.

### History of Solvency

Has the Applicant or anyone associated with the Applicant been:

- A. Bankrupt or used Part X of the Bankruptcy Act? YES/NO  
B. Involved with the management or control of a business which has been wound up, had receivers appointed or entered into a scheme for the benefit of creditors? YES/NO  
If yes, details: \_\_\_\_\_

## Section 6 - All Applicants Complete this Section.

### Financial Details

Are business premises owned or leased?  Owned  Leased

If owned, are premises subject to mortgage or charge? \_\_\_\_\_

Is there any other charge or mortgage on the business assets? YES/NO

If yes, please provide details: \_\_\_\_\_

Does any financial institution, company or person hold personal guarantees or other form of security from you personally, your spouse or your company? YES/NO

If yes, please provide details: \_\_\_\_\_

Do you currently trade with any other Hardware store? YES/NO

If yes, which one(s): \_\_\_\_\_

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# CONFIDENTIAL CREDIT APPLICATION FORM (continued)

## CREDIT ACCOUNT TERMS AND CONDITIONS

**PLEASE READ FULLY THESE TERMS AND CONDITIONS BEFORE SIGNING THIS APPLICATION FORM**

The terms and conditions set out in this form will apply to credit extended by Astley's Plumbing & Hardware ABN 67 002 155 811 (Hereinafter called the Supplier) and any of its related bodies corporate (as defined by the *Corporations Act 2001*) or assigns, and your signed application will be evidence of your agreement to that effect.

- \* "Goods" includes services.
- \* "Supplier" means Astley's Plumbing & Hardware or any of its related bodies corporate (as defined by the *Corporations Act 2001*) or assigns from whom Goods are purchased.
- \* "Customer" or "Buyer" means the party making this application for credit.
- \* "Property" means all property owned by the Customer now or in the future, solely or jointly.

### 1. TERMS OF ACCOUNT

- a) Trading Terms are strictly 30 Days, unless otherwise stated in writing by the Supplier, and Payment is to be received by the Supplier, within 30 Days or otherwise agreed, following the month/date of invoicing/billing.
- b) The Customer agrees to pay any stamp duty assessed on this document.
- c) The Customer must advise the Supplier in writing of any changes in its business structure as shown in this application within two (2) business days of such change occurring. The person or entity, shown in the Supplier's records as the Customer, remains liable to the Supplier for Goods supplied until the Supplier has accepted a fresh credit application from the person or entity operating the new business structure.

If you fail to observe any of the above terms, or you have made a misrepresentation to the Supplier or given information which is untrue, credit facilities may be withdrawn and all charges made to your account will become due immediately.

### 2. OVERDUE ACCOUNTS

- a) Any amount not paid by the due date will, at the discretion of the Supplier, be subject to interest charged at 1.5% per month calculated on a daily basis on any monies due but unpaid. Such interest will be calculated from the due date of payment. The parties agree that this amount is a genuine pre-estimate of the Supplier's damages and is not a penalty.
- b) The Customer agrees to pay all the Supplier's reasonable costs & expenses, legal costs and any expenses incurred by the Supplier in connection with recovery of amounts overdue.
- c) The Customer grants to the Supplier an express legal and equitable charge over the customer's freehold or leasehold property for the amounts due on overdue accounts. The Customer agrees to deliver to the Supplier, within seven (7) days of demand, a properly executed Memorandum of Mortgage in a form approved by the Supplier and which includes a covenant providing that interest may be charged on all outstanding monies at the rate of 1.5% per month calculated on a daily basis on any monies due but unpaid. Such interest will be calculated from the due date of payment.
- d) The Company and/or individual person(s) referred to in Section (1) and/or (2) of this application hereby Charge all their Right, Title, Interest (if any) in the property or properties referred to in Section (1) and (2) of this application and also any property or properties that they own currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of the Supplier, With the due and punctual observance and performance of all of the obligations of the Customer/Buyer. Such person(s) acknowledge that the Supplier, may at its discretion register and lodge a Caveat(s) on such property or properties in respect of the interests conferred on it under this clause. Such registration of a Caveat by the Supplier over the Customer(s) property or properties shall not be challenged by the Customer/Buyer in any way whatsoever, and the Buyer agrees not to take any steps in filing a "Lapsing Notice" via the Land Titles Office to have the Caveat removed, until such time the Buyer has paid all monies owing by it to the Supplier as claimed from time to time.

### 3. TERMS AND CONDITIONS

Goods will be supplied on the Supplier's then current terms and conditions of sale as detailed on the invoice or docket for Goods supplied with any alterations as may be notified to the Customer at point of sale.

The credit allowed under this application is limited to the higher of the amount advised by the Supplier or the amount of credit extended.

### 4. TITLE OF GOODS

Unless the Supplier specifies otherwise in writing, all Goods sold to the Customer will remain the property of the Supplier until the full purchase price is paid to the Supplier. Ownership of the goods by the Supplier is not affected by delivery. The Supplier will have the right to retake possession of Goods, which have not been paid for, in accordance with the Supplier's terms of payment. The Customer gives the Supplier and its employees and agents for the time being the express right to enter upon the customer's premises on reasonable notice to the Customer for the purpose of recovery of the Supplier's goods. If prior to transfer of title, the Customer sells the Goods or uses the Goods in some manufacturing or construction process of its own or of a third party, then the Customer will hold the proceeds of such sale or process, as relates to the Goods in trust, for the Supplier.

### 5. PRIVACY DISCLOSURE AND CONSENT

I consent to and authorise the Supplier:

- a) to obtain information about my personal or commercial credit worthiness from my bank or any trade referee disclosed in this document and any other credit provider and credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee.
- b) to use, disclose or exchange with other credit providers information about my personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor any person signing), monitor credit worthiness and collect overdue accounts.
- c) to disclose the contents of a credit report by a credit reporting agency to the Supplier's solicitors or mercantile agents.

The Supplier is bound by and complies with the *National Privacy Principles* in relation to the collection and disclosure of information regarding individuals. If you or a Guarantor do not provide the personal information requested in this document, the Supplier may be unable to process the application.

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# CONFIDENTIAL CREDIT APPLICATION FORM

(continued)

## CREDIT ACCOUNT TERMS AND CONDITIONS (CONT'D)

**PLEASE READ FULLY THESE TERMS AND CONDITIONS BEFORE SIGNING THIS APPLICATION FORM**

### APPLICANT SIGNATURE/S

Application is hereby made for a credit account. I agree to be bound by the above terms, and consent to the terms under the *Privacy Act 1988*, as detailed in Clause 5 of the terms and conditions above. I acknowledge that the Supplier might in future acquire additional subsidiaries, which may supply Goods to me on credit, and I agree that the above terms will apply to the purchase of those Goods.

#### ALL DIRECTORS, SOLE TRADERS AND BUSINESS PARTNERS SIGN BELOW

##### (1) SIGNED BY

Signature

Print Name of Signatory

Date

##### (2) SIGNED BY

Signature

Print Name of Signatory

Date

##### (3) SIGNED BY

Signature

Print Name of Signatory

Date

##### (4) SIGNED BY

Signature

Print Name of Signatory

Date

#### INDEPENDENT WITNESS SIGN BELOW

*(Not Spouses or Family Members, Directors or Shareholders)*

##### (1) WITNESSED BY

Signature

Print Name of Signatory

Date

##### (2) WITNESSED BY

Signature

Print Name of Signatory

Date

##### (3) WITNESSED BY

Signature

Print Name of Signatory

Date

##### (4) WITNESSED BY

Signature

Print Name of Signatory

Date

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## PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

### Important Note

As part of your application for credit, this **Personal Guarantee and Indemnity Agreement** must be completed and signed by all Directors, Sole traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).

**Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.**

To: Astley's Plumbing & Hardware ABN 67 002 155 811 and to each related body corporate of Astley's Plumbing & Hardware or its assigns here known as the "Supplier".

I the undersigned have requested the Supplier to

supply \_\_\_\_\_ trading as \_\_\_\_\_ (the Customer)  
*Business or Company Name* *Trading Name and/or Trust Name*

of \_\_\_\_\_  
*Address of Business or Company*

with Goods on credit. Should the Supplier elect to do so then:

1. I will indemnify the Supplier against any losses, costs, charges and expenses of any nature, which it might incur as a result of any default by the Customer or arising under this Guarantee. I agree that I will pay any stamp duty assessed on this Guarantee.
2. I will also be responsible to the Supplier for all outstanding monies due now or at any time in the future for Goods supplied by the Supplier to the Customer from time to time.
3. Both my Indemnity and my Guarantee are continuing security and will not be affected (whether or not I have notice of the flowing matters).
  - (a) If the Supplier:
    - (i) grants any extension of time or other indulgence to the Customer
    - (ii) refuses further credit to the Customer
    - (iii) Varies the terms of the Customer's account, or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my liability under this Guarantee and Indemnity).
  - (b) By the release of any of the Guarantors or if this Guarantee is unenforceable against any one or more of the Guarantors;
  - (c) If any payment by the Customer is later avoided by law.
4. I agree that each application for credit made by the Customer to any related body corporate of the Supplier is deemed to have been accepted from the date of the first invoice to the Customer; and without further notice to me, this Guarantee extends to all liabilities from the Customer to that related body corporate.
5. The Guarantee and Indemnity extends to credit given to the Customer in the future by a company which is not now, but at the time that such credit is extended, has become a related body corporate of the Supplier and may in such case be enforced by the Supplier.
6. This Guarantee may be withdrawn by the Guarantor, only at the expiry of fourteen (14) days from the day on which written notice of withdrawal is actually received at the Supplier's registered office by the Supplier's principal legal officer or regional credit manager, but will continue in force in respect of all debt incurred up to the date of withdrawal.
7. I agree that before providing credit to the Customer, the Supplier may seek from a credit agency a credit report containing personal information about me to assist in deciding whether to accept me as Guarantor for the Customer.
8. In this Guarantee:

"Goods" includes services and "Supplier" means Astley's Plumbing & Hardware and each related body corporate Astley's Plumbing & Hardware and its assigns from whom Goods are purchased. Singular words include the plural and vice versa. Where there is more than one Guarantor, they will be bound jointly and severally.

"Related body corporate" has the same meaning as that given to the expression in the *Corporations Act 2001*. "Guarantee" means this Personal Guarantee and Indemnity Agreement. "Property" means all property owned by the Guarantor now or in the future, solely or jointly.

9. The Guarantor hereby agrees to charge all the equitable interest in freehold or leasehold property. The Guarantor agrees to deliver to the Supplier, within seven (7) days of demand, a properly executed Memorandum of Mortgage in a form approved by the Supplier and which includes a covenant providing that interest may be charged on all outstanding monies at the rate of 1.5% per month calculated on a daily basis on any monies due but unpaid. Such interest will be calculated from the due date of payment.

The Company and/or individual person(s) referred to in Section (1) and/or (2) of this application hereby Charge all their Right, Title, Interest (if any) in the property or properties referred to in Section (1) and (2) of this application and also any property or properties that they own currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of the Supplier, with the due and punctual observance and performance of all of the obligations of the Customer/Buyer. Such person(s) acknowledge that the Supplier, may at its discretion register and lodge a Caveat(s) on such property or properties in respect of the interests conferred on it under this clause. Such registration of a Caveat by the Supplier over the Customer(s) property or properties shall not be challenged by the Customer/Buyer in any way whatsoever, and the Customer/Buyer agrees not to take any steps in filing a "Lapsing Notice" via the Land Titles Office to have the Caveat removed, until such time the Customer/Buyer has paid all monies owing by it to the Supplier as claimed from time to time.

If the charge created by this clause is or becomes void or unenforceable, it may be severed from this agreement without any effect on its validity; and the Guarantor will not be exonerated in whole or part. Nor will the Supplier's rights, remedies or recourse against the Guarantor or any other Guarantor in any way be prejudiced or adversely affected by such a severance.

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# CONFIDENTIAL

## PERSONAL GUARANTEE AND INDEMNITY AGREEMENT (continued)

### CERTIFICATE OF GUARANTEE

#### EXECUTED AS A DEED

#### Agreement to Terms of the Personal Guarantee and Indemnity

By signing below as Guarantor, in the presence of a Witness, I certify that I have read the terms of the Personal Guarantee and Indemnity Agreement and understand its terms and that it is an important legal document. In particular, I understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me personally. In this case the Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I have read and consent to the terms under the *Privacy Act 1988*, as detailed in Clause 5 of the Credit Application Terms and Conditions. I certify that prior to the execution of the Personal Guarantee and Indemnity Agreement, I have had the opportunity of taking independent legal advice regarding its meaning and effect.

#### Signing of Personal Guarantee and Indemnity—All Directors, Sole Traders, Business Partners and any other Guarantors

All Directors, Sole traders and Business Partners and any other Guarantors complete and sign below as Guarantors in the presence of Independent Witnesses (not Spouses or Family Members).

Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.

#### ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW

##### ALL GUARANTORS SIGN BELOW

###### (1) SIGNED BY

Signature   
Print Name of Signatory   
Date

###### (2) SIGNED BY

Signature   
Print Name of Signatory   
Date

###### (3) SIGNED BY

Signature   
Print Name of Signatory   
Date

###### (4) SIGNED BY

Signature   
Print Name of Signatory   
Date

##### INDEPENDENT WITNESS SIGN BELOW

(Not Spouses or Family Members, Directors or Shareholders)

###### (1) WITNESSED BY

Signature   
Print Name of Signatory   
Address   
Date

###### (2) WITNESSED BY

Signature   
Print Name of Signatory   
Address   
Date

###### (3) WITNESSED BY

Signature   
Print Name of Signatory   
Address   
Date

###### (4) WITNESSED BY

Signature   
Print Name of Signatory   
Address   
Date

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