

Credit Application Form

Business Information

Trading Name:			
ABN:	Phone:	Email:	
Physical Address:			
Suburb:	State:	Post Code:	
Postal Address:			
Suburb:	State:	Post Code:	
Sole Trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Company: <input type="checkbox"/>	Other: <input type="checkbox"/>

Account Contacts:

Principal Contact	Name:	Phone:
Email:		
Accounts Payable	Name:	Phone:
Email 1:	Email 2:	
<i>Invoices and statements will be emailed to the accounts payable email addresses</i>		

Account Preferences:

Credit Limit Requested: \$	Accounts opened with starting limit \$5,000.00	
Purchase Orders Required: <input type="checkbox"/> YES <input type="checkbox"/> NO		
Authorised Purchasers:	Name:	Phone:
	Name:	Phone:
	Name:	Phone:
	Name:	Phone:
	Name:	Phone:

Livestock Information

PIC	
<i>Please nominate Bank account details for proceeds to be electronically deposited to:</i>	
Bank	BSB No. A/C No.
Email invoices and account sales to:	

Directors / Proprietors Name(s) and Addresses

Full Name	Date of Birth	Gender	Phone	Address



Business / Trade References

Company Name:

Phone:

Email:

Company Name:

Phone:

Email:

Signatures

I/we acknowledge having read and agreed to the terms and conditions and Privacy act provisions of this application.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Terms of Credit

The customer described in the credit application applies for a credit account and agrees that if the application is accepted the following terms and conditions will apply.

1. General

The customer acknowledges that these terms and conditions apply to dealings between the customer and Centre Ag Services Pty Ltd (**CAG**).

Credit amount limit and payment due terms for the customer are nominated by CAG upon processing of this credit application.

2. Goods and Services Tax

If any payment required to be made by the customer to CAG is consideration for a taxable supply within the meaning of the GST law, the customer must pay to CAG at the time of such payment an additional amount equal to the GST on the payment, which additional amount shall form part of the consideration for the supply.

3. Payment

The customer shall make payment for an invoice issued by CAG within 14 days from invoice date i.e. Payment is to be made on or before 14 days from the date of invoice.

If the customer does not pay by the due date, Centre Ag Services Pty Ltd may.

3.1 Charge interest on the overdue amount at a rate of 4% per month.

3.2 Refuse to supply more goods or services (including any goods or services in current orders placed)

3.3 Cancel the customer's credit account with CAG.

3.4 Institute proceedings for recovery of the amount owing and all costs incurred directly or indirectly in relation to the recovery of the debt, including but not limited to legal costs actually incurred in CAG.

4. Interest

CAG reserves the right to charge interest at the rate of 4% per month or part month on any amounts unpaid for more than 45 days after the date of the invoice.

5. Application of Payments



Any moneys received by CAG shall be applied first in payment of any outstanding interest accrued due to any overdue payment, then in payment or part payment of outstanding invoices chronologically in accordance with the dates such outstanding invoices are issued (i.e. the oldest overdue invoice gets paid first).

6. Retention of ownership of goods and Personal Property Securities Act (2009) (PPSA)

- 6.1** Ownership of goods supplied only passes to the customer when the customer pays to CAG the prices of those products and all other products supplied.
- 6.2** The customer consents to CAG effecting a registration on the Personal Property Securities Register (**PPSR**) in relation to any security interest arising under or in connection with or contemplated by these terms.
- 6.3** The customer grants a security interest over all their present and future property in favour of CAG as security for the obligations of the Customer to pay for goods or any other services provided to the customer CAG.
- 6.4** The customer waives their rights: under Sections 95 (Secured Party must give notice of removal of accession), 118 (Enforcing Security in accordance with land law decisions), 121 (Enforcement of security interests in liquid assets), and 143 (Entitled persons may reinstate security agreement) of the PPSA and to receive notice of a verification statement in relation to any registration by CAG on the register.
- 6.5** These 'Terms of Credit' constitute a security agreement pursuant to the PPSA. In this clause, the terms "register", "security agreement" and "security interest" have the same meaning as that given to them by the PPSA.

7. Risk

Risk in goods passes from CAG to the customer on delivery. The customer shall be responsible for any loss or damage of the goods after delivery of such goods.

8. Cost of Collection Indemnity

The customer must indemnify CAG for any costs incurred by CAG for the collection of any overdue amounts owed by the customer. These costs may include, but not limited to, collection agent fees and legal fees.

9. Accuracy of Information

The customer declares and warrants that the information provided to Centre Ag Services Pty Ltd in this application is true and correct in every particular. In the event any information provided to Centre Ag Services Pty Ltd is untrue or incorrect, Centre Ag Services Pty Ltd reserves the right to cancel the customer's creditor account and refuse to supply any goods or services, and any amount unpaid by the customer shall immediately fall due and payable to Centre Ag Services Pty Ltd where provisions in paragraphs 4 and 8 shall apply.

The customer shall indemnify CAG for any claim, loss, liability, cost or expense suffered or incurred by CAG arising directly or indirectly out of the failure by the customer to provide true and correct information as requested by CAG.

10. Consent for Credit Check – Privacy Act

By signing this form, the customer acknowledges and agrees that the Privacy Act allows CAG to give a Credit Reporting Agency certain personal information about the customer at any time after signing this form, including any of the following:

- a. That personal information about the customer may be given to or acquired from a Credit Reporting Agency.
- b. CAG may contact any Trade References or other credit providers and may acquire information from or provide to them in relation to the credit worthiness of the customer.

11. Guarantee and Indemnity

11.1 The Guarantor acknowledges that CAG:

- a. enters into this agreement at the request of the Guarantor.
- b. is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

11.2 The Guarantor:

- a. guarantees to CAG due and punctual observances and performance of the Terms of Credit by the customer and unconditionally and irrevocably indemnifies CAG and agrees to keep it indemnified from and against all loss, damage, costs and expenses suffered or incurred by CAG in connection with:
 - i. any breach or non-performance by the Customer of an Agreement.

- ii. the Customer repudiates of an Agreement; and
- iii. an incorrect or misleading representation or warranty made or taken to be made expressly or impliedly (whether by act, omission or operation of law) by the Customer in relation to an Agreement.

11.3 It is not necessary for the CAG to incur expense or make payment before enforcing that right of indemnity.

12. Terms of Guarantee

12.1 The Guarantor further agrees:

- a. that it is jointly and severally liable for the Customer's liabilities. CAG may proceed, in its sole and unfettered discretion, against the Guarantor without having first exhausted its remedies against the Customer or other Guarantors.
- b. this guarantee and indemnity shall not be affected by any laches, acts, omissions or mistakes on the part of CAG; and
- c. this guarantee and indemnity shall continue to be binding upon the Guarantor notwithstanding:
 - i. (the death, bankruptcy, insolvency or liquidation (as the case may be) of the Customer or the Guarantor or any one-off them.
 - ii. any change or alteration in the constitution of the Customer.
 - iii. the happening or any matter or thing which under the law relating to sureties would, but for this provision have the effect of releasing the Guarantor from this guarantee and indemnity or of discharging this guarantee and indemnity.
 - iv. the granting of time, forbearance or other concession by CAG to the Customer or any Guarantor.
 - v. the acquiescence, delay, acts, omissions or mistakes on the part of CAG.
 - vi. any novation of a right by the CAG.
 - vii. variation of an Agreement.
 - viii. an assignment of an Agreement by the CAG.
 - ix. the termination of an Agreement.
 - x. the fact that an Agreement may be wholly or partially void, voidable or unenforceable.
 - xi. the non-execution of the Terms and Conditions by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors.
 - xii. the exercise or purported exercise by CAG of its rights in accordance with an Agreement.
 - xiii. CAG's breach of an Agreement; or
 - xiv. in the event of any part of an Agreement is severed then the Guarantor will not be entitled to rely on or claim the benefit of any such severance.

13. Access to Agreement

13.1 The Guarantor acknowledges having been given a copy of the Terms and Conditions and having had full opportunity to consider its provisions before providing this guarantee and indemnity.

14. Indemnity on Disclaimer

14.1 If a liquidator or trustee in bankruptcy disclaims an Agreement, the Guarantor indemnifies CAG against any resulting loss.

15. Guarantor Not to Prove in Liquidation or Bankruptcy

15.1 Until CAG has received all money payable to it by the Customer:

- a. the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors.
- b. the Guarantor must not raise a set-off or counterclaim available to it or the Customer against CAG in reduction of its liability under an Agreement.
- c. the Guarantor must not claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by CAG in connection with an Agreements; and
- d. the Guarantor must hold any claim it has and any dividend it receives on trust for CAG.



16. Costs

- 16.1** The Guarantor agrees to pay or reimburse the CAG on demand for:
- a. CAG's reasonable costs, charges and expenses in making, enforcing and doing anything in connection with an Agreement including, but not limited to, legal costs and expenses; and
 - b. all stamp duties, fees, taxes and charges which may be payable in connection with an Agreement and indemnity contained in an Agreement or a payment, receipt or other transaction contemplated by it.
- 16.2** Money paid to CAG by the Guarantor must be applied first against payment of costs, charges and expenses under 16.1(a) and (b) then against other obligations under this guarantee and indemnity