

Credit Application Form

Legal name: _____	
Trading as: _____	
Company Registration Number: _____	
Physical address: _____	
_____	Postcode: _____
Postal address (if different) _____	

Please nominate someone to be the primary contact for your business:	
Name: _____	Mobile: _____
Email: _____	
Accounts contact name: _____	
Accounts phone number: _____	Email for accounts: _____

Directors names	
1) _____	Phone: _____
2) _____	Phone: _____

Acceptance of Terms and Conditions of Trade	
I hereby apply to open a credit account with Southern Horticultural Products Ltd (trading as Intelligro). I have read and fully understand the Terms and Conditions of Trade, and agree to abide by them.	
Name of the person signing this application: _____	Signature: _____
Position held: _____	

Guarantee	
In consideration of South-Hort agreeing to supply _____ (the customer) with goods on credit, I hereby jointly and severally agree with South-Hort as follows:	
<ul style="list-style-type: none"> - I hereby guarantee the due performance by the Customer of the Terms and Conditions attached hereto and I hereby guarantee to you the payment of any moneys advanced by way of credit to the Customer. - This agreement shall be a continuing guarantee to South-Hort for all debts whatsoever and whensoever contracted by the Customer with South-Hort, in respect of goods to be supplied to it. - This needs to be signed by a Director of the Company. 	
Guarantor Name: _____	Guarantor Signature: _____
Position in company: _____	Date: _____

TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

Unless the context otherwise requires, the following definitions shall apply to these terms of trade:

"Intelligro" means Southern Horticultural Products Limited and any of its related companies that have supplied the goods or services shall include the successors and assigns of those companies. "Customer" means the customers named in this application for credit account and shall include the Customer's trustees and executors if an individual or its successors, assigns or administrators. "PPSA" means that Personal Property Securities Act 1999, and associated regulations, as amended from time to time.

2. PAYMENT

The Customer shall pay for the goods and service no later than the 20th of the month following the date of Intelligro's invoice or as may otherwise be required by Intelligro. In the event of any default under Clause 2.1 (above) the full amount owing to Intelligro shall immediately become due and payable. Intelligro may take immediate action under Clause 3 (Default), if the Customer is in default under any agreement with Intelligro or commits an act of insolvency or bankruptcy goes into liquidation or receivership, enters into a creditor's compositions or has its credit standing impaired in any way.

3. DEFAULT

Intelligro may at any time in its sole discretion withdraw the provision of credit to the Customer. If the Customer fails to pay the amount due on or before the due date Intelligro (without prejudice to its other rights and remedies) shall be entitled to charge interest at the rate of 2% per month on the outstanding balance. The Customer shall indemnify Intelligro for all the costs and expenses incurred including but not limited to debt collection commission fees, legal costs and solicitor costs on the recovery of any monies owed.

4: DELIVERY

4.1 Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from Intelligro's premises or collected by the Customer or the Customer's agent.

4.2 Intelligro may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by Intelligro (whether payment is due or not).

4.3 If Intelligro is unable to deliver the goods or perform a service because of any cause beyond its control (including any force/major event) it may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

4.4 Goods will only be accepted for return with the prior approval of Intelligro. Freight and all other costs associated with the return of goods will be at the Customers expense, unless otherwise agreed in writing by Intelligro.

5: RISK

5.1 Goods are at the sole risk of the Customer upon delivery in accordance with Clause 4.1 whether received by the Customer or not, whether or not there is a delay in delivery and even though ownership of the goods may not have passed to the Customer.

6: OWNERSHIP

6.1 Ownership of the goods shall not pass to the Customer until the Customer has paid for the goods in full and proceeds of sale of goods that have not been paid for shall belong to Intelligro.

7: ENFORCEMENT

7.1 The Customer irrevocably gives Intelligro and its agents the right to enter upon the Customers premises (including leased premises), without giving notice and without being any way liable to the Customer, if Intelligro have cause to exercise any rights it has under section 109 of the PPSA.

7.2 The Customer indemnifies Intelligro for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis.

7.3 The Customer waives the right to receive any financing statement of financing charge statement from Intelligro under the PPSA.

7.4 On the enforcement of any security interest created by these terms of trade to which the PPSA applies, sections

114 (1) (a), 133 and 134 of the PPSA shall not apply. The Customer waives any rights it may have under sections 116, 120 (2), 121, 125, 129, 131, and 132 of the PPSA on enforcement of any such security interest.

8: Invoices and Statements

8.1 Invoices and statements will be sent via email unless requested to be posted.

Please initial here to confirm acceptance of these terms _____