



## CREDIT APPLICATION FORM

### SECTION **A** ACCOUNT DETAILS

#### SOLE TRADER / PARTNERSHIP

#### OR, COMPANY



Full Name and After Hours Telephone Number of all Directors, Proprietors or Partners  
(Please attach separate sheet if insufficient space).

1 Name:	A/H Tel:	DOB:
2 Name:	A/H Tel:	DOB:
3 Name:	A/H Tel:	DOB:

### TRADE REFERENCES

1	Tel:	Fax:
2	Tel:	Fax:
3	Tel:	Fax:



**SECTION B ACCEPTANCE OF TERMS & CONDITIONS**

I have reviewed the Terms contained in this document. I agree that all transactions with St Clemens Oranges & Lemons Pty Ltd ("the company") will be conducted in accordance with these Terms (as varied from time to time in writing).

**AGREEMENT THAT THE COMPANY MAY SEEK CONSUMER INFORMATION (SECTION 18k (1)(b) PRIVACY ACT 1988)**

If the Company considers it relevant to assessing my application for commercial credit, I agree to the Company obtaining a credit report containing personal credit information about me in relation to commercial credit by the Company.

**GUARANTOR'S AGREEMENT (SECTION 18k (1)(c) PRIVACY ACT 1988)**

I agree that the company may seek from a credit reporting agency, a credit report containing personal information about me to assess whether to accept me as a guarantor for credit applied for, or provided to, the Customer.

**AGREEMENT THAT THE COMPANY MAY USE A CREDIT REPORT ABOUT ME FOR COLLECTING OVERDUE PAYMENT (SECTION 18k (1)(h) PRIVACY ACT 1988)**

If the Company considers it relevant to collecting overdue payments in receipt of commercial credit provided to me, I agree to the Company receiving from a credit reporting agency a credit report containing personal information about me in relation to collecting overdue payments.

**AGREEMENT TO THE COMPANY SEEKING FROM OR GIVING TO OTHER COMPANIES DETAILS ABOUT MY/OUR CREDIT WORTHINESS (SECTION 18N (1)(b) PRIVACY ACT 1988)**

I agree that the Company may give to and seek any Companies named in this credit application and any Companies that may be named in a credit report issued by a credit reporting agency information about my credit arrangements. I understand that this information can include any information about my credit worthiness, credit standing, credit history or credit capacity that Companies are allowed to give and receive from each other under the Privacy Act.

I acknowledge receipt of and accept these Terms and I certify that I have authorisation to complete and sign this Application for Credit.

**I hereby agree to these Terms:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company: \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**Witnessed by:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company: \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**Please ensure that this application is signed & witnessed.**



## SECTION **C** PERSONAL GUARANTEE - TO BE USED IF CUSTOMER IS A COMPANY

In consideration of the Company granting a credit account to the Customer at my/our request I/we, the undersigned, hereby jointly and severally guarantee the prompt payment of any and all accounts for and monies due for Goods supplied to the Customer by the Company from time to time and I/we agree to indemnify the Company and keep it indemnified in respect of all liability that the Company will from time to time incur as a result of the Company supplying Goods to the Customer pursuant to the credit or supply agreement existing between the Company and the Customer from time to time. I/We agree that the Company may immediately recover the money from me/ either or both of us as a liquidated debt without first commencing proceedings or enforcing any other right against the Customer or any other person. I/We agree that the granting by the Company to the Customer of additional time to pay monies due under this credit agreement or any other indulgence shall not affect my/our liability under this guarantee. I/We also acknowledge that the Terms numbered 1 - 7 were included in this application form at the time I/we executed this guarantee and that I/we have read and fully understood and agree to be bound by the same.

### Full names and addresses of Guarantors (must be a Director(s)):

**1** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_

**2** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_



## TERMS & CONDITIONS OF CREDIT APPLICATION

The Parties agree to the following terms and conditions:

### 1.0 AGREEMENT TO BE BOUND

- 1.1 The Applicant agrees to be bound by all terms and conditions contained in this credit application. By signing this document, the Applicant acknowledges that it has read and agreed to all terms and conditions included with this application.

### 2.0 SUPPLY OF GOODS

- 2.1 St Clemens Oranges & Lemons Pty Ltd agrees to supply goods and services to the Applicant when the Applicant requests them.
- 2.2 The goods and or services will only be supplied up to a credit limit the company considers acceptable. The company will determine what is acceptable to it.
- 2.3 The minimum value of any order for goods and or services made by the Applicant will be for \$ \_\_\_\_\_. For any goods ordered by the Applicant under this value a surcharge of \$ \_\_\_\_\_ will apply.
- 2.4 The Applicant agrees to pay for all goods ordered within 30 days of the date of delivery.

### 3.0 LIABILITY FOR DELAY

- 3.1 The Company is not liable for any delay in delivery where this is caused by circumstances beyond the company's reasonable control.

### 4.0 REPRESENTATIONS

- 4.1 The Applicant acknowledges that no statements relating to these terms and conditions have been made by the Company or any person on its behalf.

### 5.0 GRANT OF EQUITABLE MORTGAGE

- 5.1 The Applicant(s) grants to the Company an equitable mortgage over:
- (i) Any property owned by the Applicant(s), either real or personal; and
  - (ii) Any interest or title in any estate or property owned by the Applicant.
- 5.2 This equitable mortgage is security for the payment of any money owed to the Company, regardless of whether it arose under this agreement or not.

### 6.0 LEGAL ACTION

- 6.1 The Applicant agrees that the Company is entitled to commence legal proceedings or action for and recover any debt or interest owed on the Applicant's account immediately for any accounts with the Company or any part thereof which has remained unpaid for a period of seven (7) days after the date payment was due.
- 6.2 The Applicant agrees to pay upon default, all reasonable costs and legal expenses which are necessary or incidental to the collection of any money owing to the Company.

### 7.0 CHOICE OF JURISDICTION

- 7.1 Any action to recover any amount owed to the Company will be commenced within the jurisdiction and laws that govern the State of Victoria.