Central Building Supplies Prestons Pty Ltd

1/16 Bernera Rd, Prestons NSW 2170 02 8119 7711 0422 99 66 44
accounts@cbsprestons.com.au

APPLICATION FOR CREDIT ACCOUNT

CLIENT DETAILS

Business Name:_____ Requested Total Credit Limit: _____

Public Company ☐ Private Company ☐ Partnership ☐ Sole Trader ☐

Trading Name: _____ ABN:_____

Physical Address: _____

Suburb: _____ State: _____ Post Code:_____

Billing Address: _____

Suburb: _____ State: _____ Post Code:_____

Phone: _____ Mobile: _____

Email (Accounts): _____ Email (Notifications): _____

PERSONAL DETAILS

Full Name of all Proprietors, Partners or Directors:

Applicant 1: Name: _____

Residential Address: _____

Drivers Licence No. (provide copy): _____ Date of Birth _____

Home Phone: _____ Email: _____

Applicant 2: Name: _____

Residential Address: _____

Drivers Licence No. (provide copy): _____ Date of Birth _____

Home Phone: _____ Email: _____

BUSINESS BANKING DETAILS

Bank: _____ Branch:_____

TRADE REFERENCES

Company Name: _____ Contact Name: _____

Email: _____ Phone: _____

Company Name: _____ Contact Name: _____

Email: _____ Phone: _____

Company Name: _____ Contact Name: _____

Email: _____ Phone: _____

AGREEMENT

I/We understand that the trading terms & conditions of Central Building Supplies Prestons Pty Ltd are STRICTLY 30 DAYS and agree to pay the entire due amount in full on the 30th day following the date of purchase. If I/we do not comply with these terms I/we understand that this trade account will be suspended until payment is made in full. If I/we do not make payment within 30 days of the invoice date (up to 3 separate times), this trade account will be suspended. (Terms may be reviewed after a 3 month trial period upon agreement by both Customer and Supplier). Where possession of the goods is to be transferred to you, it is expressly understood that these goods will remain the property of Central Building Supplies Ltd until paid for in full. I/We also acknowledge and agree to the consent and privacy agreement as follows.

The Customer authorises Central Building Supplies Prestons Pty Ltd to;

A) Obtain credit information about their personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing the application for credit, or in connection with any guarantee given by the Customer.
B) Use, disclose or exchange with other credit providers information about the Customers credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts.
C) Disclose the contents of any credit report on the Customer to the Supplier and their solicitors or mercantile agents.

The undersigned is authorised to sign this application to accept the credit terms and conditions herein and to grant permission to Central Building Supplies Prestons Pty Ltd or their agent to enquire into the credit worthiness of the applicant, to any information on the application, to any person, company or credit bureau.

Credit Conditions

Customer warrants that all the information provided by it in this application is accurate, correct and complete as at the date signed by Customer. If at any future time there is any change to the information regarding Customer provided by it in this form, Customer agrees to notify Central Building Supplies Prestons Pty Ltd of the change immediately.

Central Building Supplies Prestons Pty Ltd may accept or reject the application for credit made in this form in its absolute discretion. Customer agrees that it is not entitled to any credit unless and until it receives notice in writing from Central Building Supplies Prestons Pty Ltd that credit has been approved and the maximum amount of credit approved (Credit Limit). Until Customer receives such notice, any goods or services that are to be supplied to the Customer by Central Building Supplies Prestons Pty Ltd will only be provided on a payment in advance basis.

Customer agrees that the Credit Limit is a maximum limit, and Customer is required to ensure at all times that the aggregate amount of all outstanding invoices issued by Central Building Supplies Prestons Pty Ltd to Customer is less than the Credit Limit. If the aggregate amount of all outstanding invoices reaches the Credit Limit, then any goods or services that are to be supplied to Customer by Central Building Supplies Prestons Pty Ltd will only be provided on a payment in advance basis.

Customer may apply to increase or reduce the Credit Limit at any time in writing. Central Building Supplies Prestons Pty Ltd may agree or refuse to increase the Credit Limit in its absolute discretion and, if it agrees, on such conditions as Central Building Supplies Prestons Pty Ltd requires.

If Customer's application for credit is approved, then:

(a) All invoices of Central Building Supplies Prestons Pty Ltd to Customer must be paid in full within 30 days after the date of invoice. Credit, and the delivery of goods and/or services by Central Building Supplies Prestons Pty Ltd to Customer, may be suspended if payment is not made when due.

(b) If Customer does not make a payment when due following two reminders, then all money payable to Central Building Supplies Prestons Pty Ltd by Customer becomes immediately due and payable. Any goods or services that are to be supplied to Customer by Central Building Supplies Prestons Pty Ltd will only be provided on a payment in advance basis until the account has been paid in full and the credit account can be frozen.

(c) Customer is liable for all costs, charges and expenses incurred by Central Building Supplies Prestons Pty Ltd in recovering any outstanding monies including debt collection agency fees, administration fees and legal costs (on a full indemnity basis). Such amounts must be paid by Customer on demand.

(d) The credit granted to Customer may be reduced, suspended until further notice, or terminated at any time by Central Building Supplies Prestons Pty Ltd by written notice to Customer. If credit is terminated, all money payable by Customer to Central Building Supplies Prestons Pty Ltd becomes immediately due and payable.

(e) If any invoice issued by Central Building Supplies Prestons Pty Ltd to Customer is overdue, Central Building Supplies Prestons Pty Ltd may refuse to supply any goods and/or services and delivery of any goods and/or services (in each case) on credit until no such invoices are overdue.

(f) Central Building Supplies Pty Ltd, in its absolute discretion, may suspend the provision of goods and/or services to Customer at any time if Central Building Supplies Ltd believes that Customer is unable or unwilling to pay an amount when due.

(g) Central Building Supplies Prestons Pty Ltd may amend or replace these Credit Conditions in its absolute discretion by providing prior written notice to Customer, which notice may be endorsed on or accompany an invoice, statement, correspondence or other document provided to Customer. The amended or replacement Credit Conditions apply with effect from the date stipulated in the notice (which must be no earlier than the date the notice is given to the Customer) and do not affect accrued rights and obligations.

Customer represents and warrants that:

(a) Customer is not aware of any information, notice or court proceedings that may result in the appointment of a trustee in bankruptcy, administrator, controller or managing controller, receiver or receiver manager or liquidator to it or any of its property.

(b) Customer does not intend to enter into any scheme of arrangement with creditors either formally through a court or otherwise.

(c) None of its officers (if it is a company or other body corporate), partners (if it is a partnership) or it (if it is a sole trader) has been a director of a company which has been placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (Cth) (as amended).

Customer agrees to notify Central Building Supplies Prestons Pty Ltd in writing as soon as practicable and in any event within 3 days of the occurrence of:

(a) a change in the legal status, ownership or control of Customer;

(b) a change in the directors (if it is a company or other body corporate) or partners (if it is a partnership) of Customer;

(c) the appointment of a liquidator, administrator or receiver, or the liquidation, administration, arrangement, receivership or bankruptcy of Customer; or

Central Building Supplies Prestons Pty Ltd may at any time set off amounts payable by Central Building Supplies Prestons Pty Ltd to Customer from the amounts payable by Customer to Central Building Supplies Pty Ltd.

These Credit Conditions are governed by the laws of New South Wales. Customer submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

SIGNATURES

Applicant 1: Full Name: _____ Signature:

Position: _____

Date: _____

Applicant 2: Full Name: _____ Signature:

Position: _____

Date: _____

PERSONAL GUARANTEE AND IDEMNITY ACKNOWLEDGMENT

By signing below as Guarantor(s), I/we certify that I/we understand the terms of this Guarantee. In particular, I/We 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/us personally. In such case, the Supplier may, amongst other recover rights, take a charge over any real property.

I/We certify that I/we have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

All Directors, Sole Traders, Business Partners and any other Guarantors complete, print and sign below as Guarantors in the presence of an Independent Witness.

Guarantor 1

Full Name: _____ Signature:

Address: _____

Date: _____

Guarantor 2

Full Name: _____ Signature:

Address: _____

Date: _____

Witness

Full Name: _____ Signature:

Address: _____

Date: _____