



Electrical and Communications

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D & K Pty Ltd Trading as Recips

ABN 48 304 075 720 - ACN 109 050 884

Application for Credit Account

CREDITORS REGISTERED NAME T/AS CREDITORS TRADING NAME is referred to in this document as "The Creditor".

Section 1 - General Information

Name:

Address:

Full Trading Name:

Is the trading name registered:

Yes:

No:

Is so, when:

Registration No:

Delivery Address:

Billing Address:

Business Phone:

Business Fax:

Mobile No:

Email:

Business Type:

Contact Person:

Position:

Anticipated monthly purchase volume:

(This is NOT a credit limit)

Section 2 - Business Information

Is the applicant: (Please tick relevant box)

A Trust

An individual

A Company

A Partnership

If the applicant is an individual, please provide full details

Home Address:

Phone:

Date of birth:

Driver's Licence No:

Section 2 - Business Information cont

If the applicant is a partnership , please provide full details of partners

Name: _____

Home Address: _____

Phone: _____ Date of birth: _____ Driver's Licence No: _____

Name: _____

Home Address: _____

Phone: _____ Date of birth: _____ Driver's Licence No: _____

If one of the applicants is a Company

Partner Company name: _____

ABN: _____ ACN: _____

Registered office address: _____

Directors names and addresses:

Name: _____ Phone No: _____

Home Address: _____

Name: _____ Phone No: _____

Home Address: _____

If the applicant is a Company

Full registered name: _____

Registered office address: _____

ABN: _____ ACN: _____

Authorised Captial: \$ _____ Paid up Capital: \$ _____

Details of Directors:

Name: _____

Home Address: _____

Phone No. _____ Date of birth: _____ Driver's Licence No: _____

Name: _____

Home Address: _____

Phone No: _____ Date of birth: _____ Driver's Licence No: _____

If the applicant is a Trustee of a Trust (Attach a copy of the Trust Deed)

For all applicants, bank details of applicants

Bank Name: _____ Branch: _____

Bank Address: _____

Phone No: _____ Fax No: _____ Contact Name: _____

Account Name: _____

BSB No: _____ Account No: _____

For all applicants, current trade references.

Business Name: _____ Contact Name: _____

Business Address: _____

Phone No: _____ Fax No: _____ Email: _____

Business Name: _____ Contact Name: _____

Business Address: _____

Phone No: _____ Fax No: _____ Email: _____

Business Name: _____ Contact Name: _____

Business Address: _____

Phone No: _____ Fax No: _____ Email: _____

Under Section 18E(8)(c) of the Privacy Act The Creditor is allowed to give a credit reporting agency personal information about your Credit Application. The information which may be given to an agency is covered by Section 18E (1) of the Act and includes *Identity Particulars (such as full name, including any known aliases, sex and date of birth). *A maximum of 3 addresses consisting of a current or last known address and two immediately previous addresses. *Name of current or last known employer. *Driver's License number. *The fact that you have applied for credit and the amount. *The fact that the Creditor is a current credit provider to you. *Payments which become overdue more than sixty days and for which collection has commenced. *Advice that payments are no longer overdue. *Cheques drawn by you which have been dishonoured more than once. *In specified circumstances, that in the opinion of The Creditor you have committed a serious credit infringement. * That credit provided to you by The Creditor has been paid or otherwise discharged. If The Creditor considers it relevant to assess my/our Application for Personal Credit, I/we agree to The Creditor obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

If The Creditor consider it relevant to assessing my/our Application for Commercial Credit, I/we agree to The Creditor obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by The Creditor.

If The Creditor considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to The Creditor receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

I/We agree that The Creditor may give to and seek from any credit providers named in this Credit Application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/We understand the information exchanged may be used for the following purposes:- *To assess an Application by me/us for credit. *To notify other credit providers of a default by me/us. *To exchange information with other credit providers as to the status of this loan where I am in default with other credit providers. *To assess my/our credit worthiness.

DECLARATION:- I/WE HEREBY:

- (a) **WARRANT** that the information supplied in this Application is true and correct.
- (b) **DECLARE** that the Applicant at the time of making this Application is able to pay its debts as and when they fall due.
- (c) **ACKNOWLEDGE** that credit facilities may be withdrawn at any time without prior notice by The Creditor.
- (d) **IF** payment is not made in accordance with The Creditor's terms and conditions then interest and administration charges of 1% per month or part thereof on the monies due shall be incurred and payments shall be credited firstly against any interest and administration charges due.
- (e) **AGREE** that "Date of delivery" is the date upon which the goods leave the premises of The Creditor. All goods are deemed to be delivered to The Applicant at The Creditor's premises. The Creditor will, at the request of The Applicant, deliver or arrange delivery of the goods to The Applicant at its risk, in which case delivery expenses shall be payable by The Applicant. Risk in the goods shall pass to The Applicant at the date of delivery and The Applicant will insure all goods that are at its risk.
- (f) **Notwithstanding** that risk shall pass to The Applicant as herein provided, title to the goods shall remain the absolute property of The Creditor until the whole of the moneys due under this agreement are paid in full. The Creditor and its duly authorised agents shall at all times and without notice be entitled to enter any premises where the goods the subject of this agreement, or any part thereof, are believed by The Creditor to be, without any liability for trespass or other damage (against which the Applicant indemnifies The Creditor), and recover there from the goods, but only if there is then an existing default in the terms of payment for such goods or any part thereof. The sale by The Applicant of any of the goods prior to payment in full of the moneys due thereon shall be made by The Applicant as The Creditor's agent and The Applicant shall forthwith account to The Creditor for the proceeds of sale to the extent to which such proceeds are necessary to satisfy moneys due. The Applicant shall keep the Creditor's goods separate from other goods held by the Applicant. Notwithstanding the provisions of this clause, the Creditor shall be entitled to maintain an action against the Applicant for the purchase price upon delivery.
- (g) **AGREE** to be bound by The Creditor's Terms and Conditions of Sale provided to me/us at the time of signing this Application or contained herein or as altered from time to time and provided herein, which I/We have read and understood BEFORE signing this Credit Application, and further agree to be bound by such changes to the Terms and Conditions as The Creditor may make from time to time.
- (h) **DECLARE** that I/We (being individuals) am/are not undischarged bankrupts, nor are any of the Directors of a Corporate Applicant,
- (i) **UNDERTAKE** that should there be any change in the Directorship or Ownership of the Applicant, this shall be notified to The Creditor in writing within seven days of such change failing which I/We agree to be personally liable for payment of the Applicant's accounts outstanding from the date of this Agreement and that remain outstanding.

- (j) **WARRANT that the signatories herein are authorised signatories of the Applicant and are authorised to sign this Application on behalf of the Applicant.**
- (k) **AGREE to pay all costs, fees, charges and disbursements (including collection agency commissions, and legal costs on a Solicitor/Client basis) incurred or to be incurred by The Creditor in recovering any monies due to The Creditor pursuant to this application.**
- (l) **AGREE that the payment term hereunder is nett cash within 30 days of Invoice issue date in which the goods are purchased unless alternate arrangements are agreed upon**
- (m) **Hereby charges all the Applicant's real estate now owned, or acquired in the future, with payment of all monies due from time to time to the Creditor pursuant hereto.**
- (n) **In the event that I (as a sole trader) or We (as a partnership) are incorporated under the Corporations Law at a future date AGREE TO BE PERSONALLY LIABLE for any debts incurred after the date of incorporation by the Company which results from that incorporation.**

Signature:

Print full name:

Date:

Title: Sole Trader Trustee Partner Director

Signature:

Print full name:

Title: Sole Trader Trustee Partner Director

Personal Guarantee

- 1 In consideration of the above named Company ("the Creditor") granting credit to the Applicant named in the Credit Application attached to this Guarantee, I/We whose name/s appear below ("the Guarantors") agree to be individually responsible for the payment of all monies now or at any time due and remaining unpaid by the said Applicant.
- 2 This Guarantee is to be a continuing Guarantee and my/our liability under shall not be affected by the Creditor granting time or any other indulgence.
- 3 This Guarantee will bind the legal personal representative of my Estate and my successors. This Guarantee shall not be revoked by my death, but may be revoked by the representative of my Estate in writing to the Creditor within seven days from the date of my death, but without removing the obligations on my Estate to pay any amounts outstanding at the time of such revocation.
- 4 If any of the obligations hereby guaranteed are not at any time enforceable against the Applicant then this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Creditor in respect of any failure by the Applicant to make any payment or perform or observe any covenant or obligation under the Credit Application herein.
- 5 The Guarantor (and if there be more than one, then each Guarantor jointly and severally) hereby charges all his real estate now owned, or acquired in the future, with payment of all monies due to the Creditor hereunder from time to time.
- 6 Notwithstanding that it is intended for more than one person to be guarantor hereunder, if less than the total number intended sign this Guarantee, then such fact shall not by itself affect the validity of this Guarantee, or the liability of any person pursuant hereto
- 7 I/We hereby acknowledge that:
 - (i) Have been advised that independent legal advice could be obtained prior to signing this Guarantee.
 - (ii) Have been adequate opportunity to read this Guarantee carefully.
 - (iii) Have been advised of the purpose and contents of this Guarantee and the obligations contained therein.

Date:

Signature:

Print full name:

Witness Signature:

Witness full name:

Print full name:

Witness Signature:

Print full name:

Office use only

References checked: _____ by _____

Company checks completed: _____ by _____