

# PROSERPINE MACHINERY SERVICE

## CREDIT APPLICATION

Name ("the Applicant") \_\_\_\_\_ ACN/ABN \_\_\_\_\_

Business Name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Contact Manager \_\_\_\_\_ Accounts Contact \_\_\_\_\_

Credit Limit Required \$ \_\_\_\_\_

Phone \_\_\_\_\_ Facsimile \_\_\_\_\_ Mobile \_\_\_\_\_

**ARE YOU:**     Sole Trader     Partnership     Company     Trust     Individual

**If the Business is a Company provide Directors' and Shareholders details (including registered office)**

Directors' names and addresses	Phone No.	D.O.B	Drivers Licence No.

**If the Business is a Sole Trader or Partnership provide details of Proprietor & Partners**

Full names and Addresses	Phone No.	D.O.B	Drivers Licence No.

### **Banking Details**

Bank Name	Branch	BSB	Account No.

### **Trade References**

Name \_\_\_\_\_ Suburb \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Suburb \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Suburb \_\_\_\_\_ Phone Number \_\_\_\_\_

### **Declarations:**

I/We declare that the information given above is true and correct and is provided for the purpose of obtaining commercial/customer credit.

I/We further declare that we have read and understood and agree to be personally bound by the terms and conditions of this application.

I/We as principles of the Applicant declare that we are personally liable for all Goods and Services supplied to the Applicant, upon credit by Proserpine Machinery Service.

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## TERMS AND CONDITIONS OF CREDIT APPLICATION

These are the Terms and Conditions upon which Proserpine Machinery Service will supply goods and services to an accepted credit account customer.

1. Payment in full for goods and services supplied by Proserpine Machinery Service **IS DUE 14 DAYS FROM THE INVOICE DATE OF ALL OR ANY PART OF AN ORDER.**
2. Where monies are due and payable but remain outstanding, interest thereon shall accrue at the rate of 12% per annum until such time as the account is paid in full.
3. Monies received from an Applicant will be credited to their account as follows: -
  - (a) Firstly, in payment of any outstanding interest;
  - (b) Secondly, in payment of any fees, charges and expenses incurred by Proserpine Machinery Service in the recovery of such monies; and
  - (c) Thirdly, in reduction of the principal amount owing by the Applicant.
4. Proserpine Machinery Service reserves the right to terminate and/or cease to supply goods and services to the Applicant in the event that the Applicant fails to pay any monies to Proserpine Machinery Service as and when they become due and payable.
5. That notwithstanding any change in the Applicants trading structure, the Applicant will remain personally liable for all goods and services requested by the Applicant or its agents.
6. Proserpine Machinery Service retains the legal and equitable title to the goods until full payment is received from the Applicant. Until Proserpine Machinery Service receives full payment for the goods, the buyer shall:-
  - (a) Hold the goods as bailee for Proserpine Machinery Service;
  - (b) Grant Proserpine Machinery Service the right to enter without notice the Applicant's premises without liability for trespass or any resulting damage to retake possession of the goods;
  - (c) Ensure that the goods are stored so they are clearly identifiable as the property of Proserpine Machinery Service; and
  - (d) Not alter or change the goods so as to change their quality or nature.

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Applicants Signature

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Proserpine Machinery Service  
Canecuc Pty Ltd  
A.C.N. 010 757 712  
73 Main Street/ PO Box 158  
PROSERPINE QLD 4800  
Phone: (07) 4945 1388 or (07) 4945 1835 Fax: (07) 4945 2327

I/We hereby authorise you to obtain any credit information about my/our suitability for a credit account with any of the credit Providers referred to above and I/We hereby further authorise you to provide information to any other Credit Provider who may contact you and inquire as to my/our credit worthiness.

I/We also declare that our attention has been especially drawn to the section of these terms regarding Payment Terms and Conditions.

I/We the Applicant and any guarantors, are informed that personal information relating to us might be disclosed by Proserpine Machinery Service to a credit reporting agency, pursuant to the Privacy Act 1988.

I/We agree: -

- (a) To Proserpine Machinery Service obtaining from a business which provides information about the commercial credit worthiness of persons, information concerning the Applicants commercial activities or commercial credit worthiness and using that information for the purposes of assessing the application.
- (b) To any credit-reporting agency giving to Proserpine Machinery Service a credit report requested by it, for the purpose of assessing our application for credit and which contains personal information about me/us.
- (c) To Proserpine Machinery Service disclosing to or receiving from any other credit provider, any credit report, or record, or information, that has any bearing on our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes: -
  - a. To assess a credit application by me/ us;
  - b. To notify other credit providers of a default by us or to exchange information with other credit providers as to the status of my/our account where we are in default with another credit provider;
  - c. To assess our credit worthiness at any time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200 .

\_\_\_\_\_  
Signature of Applicant/ Authorised  
Officer/ Guarantor

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature of Applicant/ Authorised  
Officer/ Guarantor

\_\_\_\_\_  
Full Name

**DIRECTORS GUARANTEE**

To: **Proserpine Machinery Service**

In consideration of Proserpine Machinery Service granting to \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "The Applicant" the within mentioned "Credit

Application", we \_\_\_\_\_

on behalf of the respective executors, administrators and assigns **DO HEREBY GUARANTEE** to Proserpine Machinery Service the due payment of all accounts which have been obtained pursuant to the "Credit Application" and further **DO HEREBY GUARANTEE** and indemnify and keep indemnified Proserpine Machinery Service in the case of any damage, loss or cost which may be incurred by Proserpine Machinery Service as a result of a breach by the Applicant, of any of the terms, conditions or covenants contained in any account, pursuant to the "Credit Application" to be performed and/or observed by the Applicant.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

\_\_\_\_\_

Director

\_\_\_\_\_

Witness

\_\_\_\_\_

Director

\_\_\_\_\_

Witness