



P O Box 6186, Silverwater, NSW. 1811  
 Tel: 02 9647 2111  
 Please fax to: 02 9648 2262  
 Or email to: maria@agservaustralia.com

**APPLICATION FOR COMMERCIAL CREDIT - 30 DAY TRADING ACCOUNT**

**CUSTOMER'S BUSINESS OPERATED AS FOLLOWS:**

Pty Ltd Company    Sole Trader    Limited/Partnership    Individual    Trust

**CUSTOMER ACCOUNT DETAILS: (Hereinafter referred to as the "Customer")**

1. Account Name: \_\_\_\_\_ ABN: \_\_\_\_\_

If Company, Registered Office address: \_\_\_\_\_

2. Customers Trading Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

3. Postal Address for accounts: \_\_\_\_\_

4. Account contact enquiries: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

5. Are Trading Premises Owned:  YES    No or Leased?  YES    NO   Email/Web \_\_\_\_\_

Leased, Name of Agent: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Lease Period From: \_\_\_\_\_ To: \_\_\_\_\_ How Long in Business: \_\_\_\_\_

6. Details of Credit Applicant (\*Delete as Appropriate\*) Name of director(s)/Proprietor(s)/Partner(s)/Individual(s)

Full Name:                      Residential Address:                      Telephone:                      Drivers Licence No:


7. Trade References: (Minimum of three (3) to be supplied to the dollar value of credit limit requested)

Supplier:                      Branch:                      Facsimile & Phone No:                      Average Monthly Purchases:


8. Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Account No: \_\_\_\_\_

9. Pest Control Licence No: \_\_\_\_\_ Insurer: \_\_\_\_\_ Policy Number: \_\_\_\_\_

**I/WE THE CUSTOMER ACKNOWLEDGE AS FOLLOWS:**

- 10. **COMMERCIAL CREDIT TERMS OF TRADE:** To having received the Commercial Credit Trading Terms which were attached to this application.
- 11. **PERSONAL GUARANTEE & INDEMNITY:** That if the Customer is a Company, then the Directors will execute the Personal Guarantee & Indemnity on the reverse of this Application.
- 12. **DUTY OF DISCLOSURE.** The Customer Warrants not to be in receipt of any information, notice or court proceedings that may lead to Bankruptcy, Appointment of an Administrator, Controller or Managing Controller, Receiver or Receiver Manager or Liquidator, and that the Customer does not intend to enter into any scheme of arrangement with creditors either formally through a court, or otherwise. Further the Customer Warrants that none of its directors have been a director of a company placed in liquidation or administration, or has been declared a bankrupt or entered into an arrangement under the Bankruptcy Act 1966 (as amended).
- 13. **PRIVACY ACT.** The Supplier acknowledges that all personal information collected by the Supplier shall be treated in accordance with the Privacy Act 1988, as amended by the Privacy Amendment (Private Sector) Act No 155 of 2000.

**THIS IS TO CERTIFY:** that I/We have read, understand and accept the Commercial Credit Terms of Trade, and further acknowledge that I/We understand & accept paragraphs 10-13 above, and that I/We are authorised to make this application on behalf of the Customer, and without undue pressure or unfair tactic, append my/our signature hereunto:

**APPLICATION: \*\*\* NOTE: IF COMPANY SEE OVERLEAF FOR PERSONAL GUARANTEE & INDEMNITY \*\*\***

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Position/Title** \_\_\_\_\_

# Commercial Credit Terms of Trade

## AGREED TRADING TERMS - 30 DAYS

**A reference to “the Supplier” means Agserv Pty Ltd ABN 20 004411018. Please read the under mentioned terms carefully. If you do not understand these terms of trade you should seek legal advice.**

1. The agreed trading terms are 30 days, i.e., payment is due **by the last working day of the month, following the month of Statement.**
2. The Customer hereby agrees & acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 5% per month will be levied on any or all amounts in default of the agreed trading terms.
3. The Customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges & commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the Customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer's account is in default of the agreed trading terms to indemnify the Supplier against its collection fees & legal costs.
4. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Suppliers rights to withdraw credit, the Supplier reserves the right to stop supply & place the account on hold until the account is returned to the agreed trading terms, and the Supplier agrees to recommence supply.
5. These Terms of Trade apply to all transactions from which the Customer is supplied goods & or services on credit. If any future contract between the Supplier & the Customer is inconsistent with these Terms of Trade, then these Terms of Trade will apply unless the subsequent contract refers to and specifically alters these Terms of Trade in writing.
6. Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer's business (such as a conversion to or from a company or trust or the appointment of new directors), the Supplier shall be notified in writing. Until a new application form is signed and approved in writing by the Supplier, then the original application and those person(s) who signed as guarantor(s) shall remain liable to the Supplier as though all goods and services were supplied to the original Customer.
7. The Supplier reserves the right to amend these trading terms, provided such amendments are conveyed to the Customer in writing. The Customer further acknowledges that such writing will be by ordinary mail to the address set out in this Commercial Credit Application, unless the Customer advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier.
8. The Supplier shall be entitled at any time to assign its rights under this Commercial Credit Application to its successors, nominated transferees or assigns, (including but not limited to, where applicable personal guarantees), and that these Terms of Trade shall not be in any way affected or discharged pursuant to such assignment.
9. **CAVEATABLE INTEREST CLAUSE:** In the event of Default of the agreed trading terms by the Customer, then the Customer by its Director(s)/Proprietor(s)/Partners/Individual(s), nominated on Page 1 of this application hereby charge all their Right, Title of Interest (if any) to any or all property(ies) now owned/partly owned, or may in the future become owned/partly owned, solely or jointly by the said Customer/Director(s)/Proprietor(s)/ Partners/Individual(s) on Page 1 of this application in favour of the Supplier, to better secure the monies outstanding, with the due and punctual observance and performance of all of the obligations of the Customer hereunder. Such Customer acknowledges that the Supplier may at its discretion, register a caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise its right under this clause, against the Customer, then the Customer grants to the Supplier the right to appoint a Receiver and sell the property(ies).
10. **RETENTION OF TITLE:** Until **ALL INVOICES** are paid in full, and **ALL MONIES** receipted and cleared, ownership of the goods remain with the Supplier, but the risk passes to the Customer on delivery. Delivery shall occur if the Supplier or its Agent delivers, on delivery, and or if the Customer or its Agent(s) takes delivery, at that point of delivery. Until the Supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of the goods and the Customer shall hold the goods as bailee only for the Supplier. The Customer shall store the goods separately from its own until ownership has manifested in the Customer. Should the goods be on sold to a third party before payment, or in the event of the Appointment of an Administrator, Controller, Managing Controller, Receiver or Receiver Manager, or entry into an Informal/Formal Deed of Arrangement under the Bankruptcy Act of 1966 by the Customer, then the Customer hereby assigns to the Supplier its right of recovery of payment from the third party. The money(ies) resulting from the sale of the goods are to be specifically earmarked and placed in a separate account on trust for the Supplier, until payment in full is made to the Supplier for the cost of the goods only, to guarantee clear passage of ownership to the third party innocent purchaser.  
In the event the Customer is in default of the agreed trading terms, then the Customer without reservation grants right of entry waiver to any or all properties under the Customers control, where the goods are reasonably expected to be stored. The Customer indemnifies and save harmless the Supplier, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further in the event the Supplier exercises its right of retaking possession of the said goods, the Customer grants power of sale to the Supplier to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will be the responsibility of the Customer..
11. **FINANCIAL INFORMATION.** The Customer agrees to provide financial information as is reasonably required by the Supplier from time to time, for the assessment of current and future credit limits only. The Supplier and the Customer further agree that such information shall be treated as strictly confidential and will not be disclosed to any third party(ies) without the express written permission of the Customer.
12. **SERVICE OF DOCUMENTS.** The Customer acknowledges that service of all documents will be by prepaid postal addressed envelope to the address nominated on this Commercial Credit Application form, unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the Supplier. Note the Customer expressly acknowledges that service is deemed to be effected after the expiration of 2 working days from date of posting of the documents.
13. **PRIVACY ACT.** The Supplier acknowledges that all 'personal information' collected by the Supplier shall be treated in accordance with the Privacy Act 1988, as amended by the Privacy Amendment (Private Sector) Act No 155 of 2000.