



NEW CUSTOMER CREDIT APPLICATION FORM

ABN 11 440 919 119
 30-38 High Street, Terang, 3264
 P.O. Box 21, Terang, 3264
 Ph: (03) 5592 1555 Fax: (03) 5592 1456
 Email: info@terangcoop.com.au

Business Details ('the applicant')

Company/Individual Name						
Trading As						
ABN		ACN				
Business Address						
Postal Address						
Registered Address						
Telephone Number		Mobile		Fax		
Email address						
Are You a	Individual <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	Trust Entity <input type="checkbox"/>	Private Co (Pty Ltd) <input type="checkbox"/>	Public Co (Ltd) <input type="checkbox"/>
Occupation or Business Type (dairy, builder etc)						

Delivery Details (if different to Business Address above)

Address			
Contact Name		Phone	

Business Owners / Directors

Surname	First Name	Address	Phone

Trade References

Company	Phone	Fax or Email address
1.		
2.		
3.		

Authorised Person/s to place orders

Contact Name		Phone	
Contact Name		Phone	

Estimated Monthly Spend \$ _____ Credit limit requested \$ _____

Guarantee

In consideration of **THE TERANG & DISTRICT CO-OPERATIVE LTD** trading as **Terang Co-op** (the supplier) granting credit to Applicant.

I/WE the directors (herein after called the Guarantor) hereby guarantee and bind myself jointly and severally with the applicant in favour of the supplier for the payment of any amount which is now due or which may hereafter become due or owing by the applicant to the supplier.

I/We, being guarantors for the applicant request the supplier to enter into agreements from time to time with the applicant and in consideration of the supplier in doing so, I/we unconditionally guarantee to the supplier the due payment by the applicant of all monies payable to the supplier by the applicant for goods supplied and delivered and should the applicant default, I/we will pay such monies due to the supplier on demand. My/our obligations are principal obligations and the supplier shall not be required first to proceed against the applicant. This guarantee is continuing and my/our liability shall not be affected in any way by the applier granting time or other indulgence to the applicant and shall not be determined by death, bankruptcy or liquidation in any form.

Trade References & Credit Reporting

This section must be completed in full and signed so that credit checks and reference checks can be completed. If it is not filled in, in full, the application cannot be processed and the application will be declined.

I/we consent to the credit provider (THE TERANG & DISTRICT CO-OPERATIVE LTD) obtaining information concerning myself/ourselves from a credit reference agency or current credit provider to me/us in any of the following circumstances for the purposes of s18K of the Privacy Act 1988.

1. To obtain information regarding my/our commercial credit worthiness or activities in order to assess my/our credit application
2. To obtain personal information in order to assess my/our commercial credit application
3. To obtain personal; information so as to assess my/our credit application for personal or commercial credit to me/us or under the guarantee
4. To disclose personal or commercial credit information to a trade insurer
5. I/we consent to the credit provider exchanging commercial and personal credit information including my credit worthiness, or any default I/we have made, with other credit providers whose use may include assessment of my/our credit application with them and assessment of my/our credit worthiness

Must be signed by all Applicants/Directors

I/We the client named above and signed below (variously in this application called "I/We" and "me/us") agree, declare and acknowledge that:

- a) If this application is accepted by Terang Co-op, all of its General Trading Terms as amended from time to time will be binding on me/us &
- b) I/We have been given, read and understand the terms currently employed by Terang Co-op at the time of competing this application

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

OFFICE USE ONLY

Credit Check Done Y / N (attach copy to application) Initial _____

Risk Assessment Done Y / N Initial _____

Approved / Refused Authorised By: _____

Date: / /

Reason Refused: More Information Incomplete Application

Other _____

Credit Limit \$ _____

Customer Code _____

Terang Co-op General Trading Terms

1. **Payment – All accounts are to be settled, paid in full, within 30 days from date of Statement.** Where discounts for early payment have been offered, they are only valid if payment is made within the trading terms as specified. An account keeping fee of **\$10** may be charged on overdue accounts or copy statements/invoices. Where accounts fall overdue, the applicant and its guarantors may be liable for any and all costs associated with collection of the overdue amounts which may include agency, commission and legal fees. Interest of **1.5%** per month may apply on all overdue invoices.
2. **Rompala** – Until payment of all monies owed by the applicant to Terang Co-op, the Customer holds the Products as fiduciary bailee and agent for Terang Co-op and must keep the Products physically separate from all other goods of the applicant, and clearly identified as owned by Terang Co-op. If an Event of Default occurs, then without prejudice to Terang Co-op other rights, Terang Co-op may without notice to the applicant enter any premises occupied by the applicant or any other place where the Products may be and recover possession of them. As security for payment to Terang Co-op of all moneys payable by the applicant, the applicant charges in favour of Terang Co-op all of the applicant's interests in the applicant's freehold and leasehold property both current and later acquired. The applicant irrevocably appoints each Officer as its attorney to do all things necessary to create and register each such charge.
3. **Order & Order Acknowledgements** – An offer or an offer to purchase must be made by the buyer in writing (fax, email or hand) or verbally (phone or in person). An order is accepted when the applicant receives from the supplier an order acknowledgement verbally or in writing, whichever first occurs. Previous dealings between the supplier and applicant shall not have any effect on the contract in effect at the time of ordering.
4. **Limited Credit Account** – Only single purchases to the value specified from time to time by Terang Co-op may be charged to a credit account. Any purchases above the specified amount are strictly cash sales; payment before delivery; payment on delivery or by approval of the authorised person (Department Manager) from Terang Co-op.
5. **Cancellation of Orders** – Once an order is lodged it cannot be cancelled, or fulfilment thereof delayed by the applicant, without prior agreement. The applicant shall be liable for all costs and expenses incurred for goods or labour, or in any other way, arising out of an order and prior to the acceptance of any cancellation of an order by the customers.
6. **Delivery** – The supplier will make all reasonable efforts to have goods delivered to the buyer on the date agreed between the parties, the seller shall not be liable for any failure to deliver or delay in delivery due to unforeseen circumstances. Delivery shall be deemed to have taken place at the time of the physical taking of the goods by the buyer or by the carrier whether engaged by the supplier or buyer. Where the supplier agreed that the delivery is to 'on site' then the risk in the goods passes to the buyer when the goods are made available for unloading by the buyer.
7. **Prices** – Unless otherwise agreed in writing, the price charged for goods shall be price ruling as determined by the supplier at the date of delivery. Any price indications or price lists are subject to change and alteration in accordance with the price ruling at that date. Where a transaction tax, including GST and any other transaction taxes that come into existence after the date of these terms and conditions, applies to any supply made under these terms, the price charged for goods, unless stated otherwise, shall be exclusive of that transaction tax.
8. **Warranties & Liability** – The supplier warrants that the goods supplied are of merchantable quality. The applicant will examine the goods for defects and shall notify the supplier of any defects in writing within 24 hours of delivery. If the applicant does not notify the seller within 24 hours of the delivery, the applicant shall be deemed to have accepted the goods to be of merchantable quality and free of defects and agrees that the buyer is prevented from subsequently pleading otherwise.
9. **Credit** – Terang Co-op may grant the applicant credit upon the terms and conditions on the basis of the applicant and such other documents and information as required by the supplier. The supplier reserves the right to cancel or suspend credit to the applicant at any time. Until the supplier grants the applicant credit by notice in writing, the supplier will only supply goods to the applicant on the basis of cash in advance or payment by agreement. The applicant must notify the supplier in writing if there is any change in the shareholding or ownership of the buyer or any material change on the buyer's financial position.
10. **Terms & Conditions** – The supplier reserves the right to alter, amend or review the trading terms from time to time. Changes will be advised to the applicant and thereafter the varied Terms are binding on the Customer.
11. **Personal Property Securities Act (2009)** – The customer consents to the Terang Co-Op affecting a registration on the PPSA register where it deems it necessary. The customer agrees to provide all reasonable assistance required to facilitate the registration. The customer waives the right to receive notice of any such registration.
12. **General Terms**
 - a) Trusts: These Terms bind the applicant both personally and as trustee of any trusts of which the Customer is trustee
 - b) Machinery sales are considered to be outside this agreement and are strictly cash sales only, or by agreement
 - c) The specified limit for Clause 4. is set at \$5,000