

CREDIT APPLICATION FORM

DONVILLE GARDEN CENTRE

A Division of Tabourie Lake Pty Ltd

ACN No: 062 454 780

ABN No: 78 062 454 782

Private and Confidential



Phone: 03 9795 8705

email: sales@donville.com.au

web: www.donville.com.au

Section 1 APPLICANT DETAILS (Enter all details relevant to your business)

Business trading Name		ABN:	
Trust Name (if a Trust)			

Section 2 CORPORATE STRUCTURE (Place a X the appropriate box)

Proprietary Company	Public Company	Trustee	Sole Trader	Partnership	Incorporated Body	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Business Address:					Postcode	
					State	
Postal Address:					Postcode	
					State	
Telephone Number:		Fax:			Mobile:	
E-mail:				Website:		

Section 3 PARTICULARS OF PROPRIETOR COMPANY (Enter all details relevant to your company)

Company Name:		ABN:		
Registered Address:			Postcode	
			State	
Date of incorporation:	/	/	Number of years trading	

Section 4 APPLICANT FINANCIAL DETAILS

BUSINESS PREMISES (If leased from whom)	Leased <input type="checkbox"/>		
	Owned <input type="checkbox"/>		
BANK	Branch	Years Trading	
ACCOUNTANT: Name	Phone Number:		
Type of Business			

Section 5 FULL NAMES AND ADDRESSES OF DIRECTORS OR PARTNERS/PROPRIETORS

Name:	Address	Phone:
1		
2		
3		
4		

Section 6 TRADE REFERENCES (Please supply at least three (3) trading Accounts)

Name:	Address	Phone:
1		
2		
3		

Section 7 CREDIT LIMIT REQUIRED (Enter the estimated amount required equivalent to two(2) months purchases)

Amount of Credit \$

You should seek independent legal advice if you do not understand this document. Any corrections made to this document should not use liquid or tape, they must be crossed out and initialled.

1. Definitions and interpretation

Donville Garden Centre means Tabourie Lake Pty Ltd T/A Donville Garden Centre ABN 78 062 454 782. (The Supplier)

Conditions means these Credit Account Terms and Conditions.

Customer means the party making this application for credit.

Goods means any goods supplied by the supplier being building or construction materials, building or products and all related or ancillary goods.

Insolvency Event means for the party (other than for the purpose of solvent reconstruction or amalgamation): **a**) receiver, receiver and manager, liquidator, provisions liquidator, trustee, administrator, controller, inspector appointed under any companies or securities legislation, or similar official is appointed in respect of that party or any of its property, or any security over any substantial part of its assets is enforced; **b**) the party ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, that party's creditors or threatens to do so, or stops payments to its creditors generally; **c**) the party is, becomes, or is deemed to be insolvent or bankrupt; **d**) a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of its assets and is not stayed within 14 days; **e**) anything having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction; or **f**) in the event that the party is an individual, anything having a similar effect to any of the events specified above happens in respect of that individual.

Services means any service provided by the Supplier being for the supply of building materials.

Supplier means, in connection with the supply of Goods or Services Donville Garden Centre making the supply to the Customer.

2. Customers Obligations [PART A]

(a) These conditions apply if the Supplier accepts any order for Goods or Services or both from the Customer, whether for cash or on credit. The customer has no entitlement unless in the Supplier's sole discretion to supply extended credit to the Customer. If the Supplier declines further credit to the Customer this decision will not effect the credit terms which apply to the amounts the Customer owes to the Supplier.

(b) Should the Customer fail to comply with these terms and conditions or in respect of any obligations to pay the money that are due to Donville Garden Centre, suffers any insolvency event or makes misrepresentation to Donville Garden Centre then the Customers Account Balance will become due and payable immediately.

(c) The Customer must and Agrees it to:

1. pay, without any setoff or deductions, the price charged by the Supplier for Goods or Services supplied to the Customer on delivery or performance, or, if CREDIT terms are offered, within 30 days following the end of the month during which the goods or services were provided, supplied or delivered.

2. pay any fees stamp duty assessed on this document to register or maintain any security interests held by the Supplier during in respect of Goods or Services supplied to the Customer.

3. advise the Supplier in writing of the occurrence of any Insolvency Event, any change of its name, ownership or control, or any steps being taken to sell an asset or assets (separately or together having a value being rated greater than 10% in value of its gross asset) as soon as practicable and no later than within two (2) business days of such event, change, or step occurring. The Customer acknowledges that, despite any such event, or step the Customer remains liable to pay the price for all Goods, deliveries, or Services supplied.

3. Security interest

(c) The customer must immediately, if requested by the Supplier, sign any documents, and do everything else required by the Supplier to ensure that the Suppliers' purchase money security interest is perfected security interest.

(b) The Customer hereby waves any rights the Customer may otherwise have for the Distributor to reclaim the Product/s.

4. Overdue Accounts and security

(a) The customer understands and acknowledges that normal trading terms are strictly thirty (30) days and that payment is due by the end of the month following the month in which invoices or charges are debited to the account.

(b) The customer acknowledges that any amount not paid by the due date will incur penalty interest at the rate of 5.0% above the Reserve Bank of Australia Cash Rate calculated daily and compounded monthly but not to exceed 20%.

(c) The customer agrees to pay any and all costs, fees, expenses,, inclusive of commissions, legal expenses and disbursements incurred in obtaining or attempting to obtain payment of any overdue account.

(d) The customer agrees and understands and undertakes to pay all the accounts on or before the due date and acknowledges that should payment become overdue, credit may be suspended or withdrawn at any time without notice until the account is brought within trading terms.

(e) The Customer consents unconditionally to the Supplier lodging a caveats noting its interest in any Real Property.

5. Retention of title

(a) The Supplier retains legal and equitable title in any Goods supplied to the Customer until payment in full or in connection with the supply of the relevant Goods has been received by the Supplier. Until payment in full has been received, the apply.

(b) The Customer agrees to obtain the consent of any such third party to such entry by the Supplier and to indemnify the Supplier and its agents for any liability arising from any entry upon such third parties' premises or vehicle to recover the Goods. The Supplier and its agents agree to take all reasonable care in removing the Goods from such premises or vehicle but, to the extent this liability may be disclaimed by law, are not liable for any damages or injury to such premises caused by the removal of the Goods.

(c) This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form, or commingled with other goods.

6. Risk

Risk in relation to any Goods passes to the Customer on delivery of the Goods.

7. Goods and Services Tax (GST)

If the supplier has any liability to pay Goods and Services Tax (GST) on the supply of any Goods or Services to the Customer, the Customer must pay to the Supplier an amount equivalent to the GST liability of the Supplier at the same time as the consideration is paid for the Goods and Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

8. Guarantee to Donville Garden Centre [PART B]

(a) The customer has requested Donville Garden Centre the extension of credit terms by the Supplier to the Customer. The Customer acknowledges that the Customer will receive a valuable commercial benefit as a result of the extension of credit terms.

(b) The Customer guarantees Donville Garden Centre that the Customer will pay all Amounts payable to the Supplier from time to time for the supply of Goods and Services to the Customer when they are due including interest and taxes. The Customer's Guarantee continues until all these amounts have been paid in full.

9. Privacy disclosure and consent

(a) The Customer authorises Donville Garden Centre to obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee or reporting agency for the purpose of assessing this application for credit or in connection with any guarantee given by the Customer. Use disclose or exchange with other credit providers the Customers credit arrangements. Donville Garden Centre's privacy policy principals imposed by law can be referred to www.donville.com.au

10. Return of Goods

The Supplier reserves the right to refuse to accept for any goods which may be returned for more than seven (7) days after the delivery for such goods.

11. Governing Law

(a) All aspects of this credit application (including its construction, validity and performance) are governed by the law of the State of Victoria.

(b) The parties select the courts and tribunals of the State of Victoria as the forum for the settlement of any dispute that arises under this Credit Application.



A Division of Tabourie Lake Pty Ltd

ACN No: 062 454 780

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I/We the **Guarantor(s)**, _____
 Insert Guarantor(s) name as applicable

have requested the Supplier to supply _____
 Insert Company Name/Partnership/Sole Trader

Trust Name (if Trust) _____
 Insert Trust Name

Trading as (if applicable) _____
 Insert Registered Business Name

the "**Customer**" of _____
 Insert Street Address (not P.O. Box) State Postcode

with Goods and Services on credit.

The Customer agrees to be bound by the Credit Account Terms and Conditions in Section 8 of this Agreement

Section 9 Executed on behalf of the Company

Director		Company Secretary	
Print Name (in block letters)		Print Name (in block letters)	
Address		Address	
Signature		Signature	
Date	/ /	Date	/ /

Section 10 Directors and Personal Guarantee

1. We guarantee payment to the Supplier of the whole price charged by the Supplier for Goods and Services Supplied to the Customer from time to time without any deductions or offsets. I/We also guarantee the performance of the obligation of the Customer to the guarantee given by the Customer to Donville Garden Centre.
2. I/We indemnify the Donville Garden Centre against all costs, losses and expenses which Donville Garden Centre incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.
3. I/We agree that the application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to the Supplier.
4. This Guarantee may be withdrawn by the Guarantor(s)W on expiry of 14 days following written notice. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.

Acknowledgement

By signing below as Guarantor(s), 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 recovery rights, take charge over any Real Property.

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

All Directors, Sole Traders, Business Partners and any other Guarantors, print and sign below as Guarantors in the presence of Independent Witness (not Spouse or Family Members).

Guarantor		Witness Executed by Independent Witness	
Name		Name	
Address		Address	
Signature		Signature	
Date	/ /	Date	/ /

Guarantor		Witness Executed by Independent Witness	
Name		Name	
Address		Address	
Signature		Signature	
Date	/ /	Date	/ /

Section 11 Mailing Instructions

For all applications to be processed ensure you have completed and signed Credit Application Form and Guarantee. Please return all originals signed and witnessed documents to: **Head Office: 1331 Stud Road, ROWVILLE, VIC 3178.**

Section 9 ACKNOWLEDGEMENT

Acknowledgement

The customer acknowledges that the goods it will acquire from Donville Garden Centre remain the property of Donville Garden Centre until such time as the goods are paid in full.

Who must sign this Agreement on behalf of the Customer.

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company then 2 Directors or a Director + Company Secretary must sign.

Sole Traders operating under their own name or under a business name: The individual.

Partnerships: All Partners of the Partnership

The Customer agrees to be bound by the Credit Account Terms and Conditions in Section 8 of this Agreement

Signatory

Print Name (in block letters)	
Address	
Signature	
Date	/ /

Witness Executed by Independent Witness

Name	
Address	
Signature	
Date	/ /

Signatory

Print Name (in block letters)	
Address	
Signature	
Date	/ /

Witness Executed by Independent Witness

Name	
Address	
Signature	
Date	/ /

Signatory

Print Name (in block letters)	
Address	
Signature	
Date	/ /

Witness Executed by Independent Witness

Name	
Address	
Signature	
Date	/ /

Signatory

Print Name (in block letters)	
Address	
Signature	
Date	/ /

Witness Executed by Independent Witness

Name	
Address	
Signature	
Date	/ /

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

(CONTINUED)



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ACN No: 062 454 780

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You should seek independent legal advice if you do not understand this document. Any corrections made to this document should not use liquid or tape, they must be crossed out and initialled. As part of your credit application, this personal Guarantee and Indemnity Agreement must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of an independent Witness (not Spouse/Partners Family Members).

I/We the **Guarantor(s)**, _____
Insert Guarantor(s) name as applicable

have requested the supplier to supply _____
Insert Company Name/Partnership/Sole Trader

Trust Name (if Trust) _____
Insert Trust Name

Trading as (if applicable) _____
Insert Registered Business Name

the "**Customer**" of _____
Insert Street Address (not P.O. Box) State Postcode

with Goods and Services on credit.

Should the Supplier elect to supply Goods and Services:

- 1. We guarantee payment to the Supplier of the whole price charged by the Supplier for Goods and Services Supplied to the Customer from time to time without any deductions or offsets. I/We also guarantee the performance of the obligation of the Customer to the guarantee given by the Customer to Donville Garden Centre.
- 2. I/We indemnify the Donville Garden Centre against all costs, losses and expenses which Donville Garden Centre incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.
- 3. I/We agree that the application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to the Supplier.
- 4. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.

Section 10 Certificate of Guarantee - Executed as a Deed

Acknowledgement

By signing below as Guarantor(s), 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 recovery rights, take charge over any Real Property.

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

All Directors, Sole Traders, Business Partners and any other Guarantors, print and sign below as Guarantors in the presence of Independent Witness (not Spouse or Family Members).

Guarantor

Name	
Address	
Signature	
Date	/ /

Witness Executed by Independent Witness

Name	
Address	
Signature	
Date	/ /

Guarantor

Name	
Address	
Signature	
Date	/ /

Witness Executed by Independent Witness

Name	
Address	
Signature	
Date	/ /

Section 11 Mailing Instructions

For all applications to be processed ensure you have completed and signed both Credit Application Form and Personal Guarantee and Indemnity Agreement. Please return all originals signed and witnessed documents to: **Head Office:** 1331 Strud Road, ROWVILLE, VIC 3178.