



## APPLICATION FOR A CREDIT ACCOUNT

ABN: 30 097 265 980  
 31 Isa Street Fyshwick ACT 2609  
 Ph: 02 6280 4188 Fax: 02 6280 4388  
 Email: info@tomspoultry.com.au

### BUSINESS CONTACT INFORMATION

Business Name:		ABN:	ACN:
Delivery Address:			
			Postcode:
Phone:	Fax:	E-mail:	
<input type="checkbox"/> Sole trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Pty Limited	<input type="checkbox"/> Trustee <input type="checkbox"/> Other

### ACCOUNT INFORMATION

Contact Person/s:	Phone / Mobile Number:
Statement Delivery: Email: <input type="checkbox"/>	Fax: <input type="checkbox"/>
Mail: <input type="checkbox"/> Address:	State: Post Code:
Expected Monthly Purchases: \$	

### CONTACT DETAILS – PROPRIETOR OR DIRECTOR

Given Name:	Surname:	Position:
Home Address:		Contact Number:
Driver's License No:	State Issued:	
Given Name:	Surname:	Position:
Home Address:		Contact Number:
Driver's License No:	State Issued:	
Given Name:	Surname:	Position:
Home Address:		Contact Number:
Driver's License No:	State Issued:	

### BUSINESS/TRADE REFERENCES - PLEASE PROVIDE ALL THREE (3)

Business Name:	Name:	Contact Number:
Business Name:	Name:	Contact Number:
Business Name:	Name:	Contact Number:

### HAS THE APPLICANT OR ANYONE ASSOCIATED WITH THE APPLICANT BEEN:

Bankrupt or used 'Part X' of the <i>Bankruptcy Act</i> ?	YES / NO
Involved with the management or control of a business which has been wound up, had a receiver, administrator or liquidator appointed or entered into a scheme for the benefit of creditors?	YES / NO

### SELECT YOUR CREDIT ACCOUNT

7 DAYS / 14 DAYS

PLEASE NOTE: By submitting this application, you authorise Tom's Poultry Pty Limited to make inquiries into the business/trade references that you have supplied.

## TERMS & CONDITIONS

1. I/We hereby apply to the Company for a trading account as indicated in this application and certify that the information contained herein is true and complete in every particular.
2. I/We hereby authorise the Company to make any inquiries and receive any information, for which authorisation is required under the *Privacy Act (1988) ("the Act")*, with regard to this application and –
  - 3.1 I/We acknowledge that under *Sections 18E(8)(c) and 18E(1) of the Act*, the Company is permitted to give a credit reporting agency information about my/our trading account application and to notify a credit reporting agency of defaults or the status of my account, including identify particulars: the amount of the application: that the Company is a current credit provider to me/us: and advice when the Company is no longer a current credit provider to me/us.
  - 3.2 I/we agree:
    - a. that in accordance with *Section 18L(4) of the Act*, if the Company considers it relevant assessment of my/our application for personal credit, the Company may obtain a report about my/our commercial activities, if any, from a business which provides information of the nature.
    - b. that in accordance with *Section 18K(1)(b) of the Act*, the Company may, (if this application if for commercial credit) obtain from a credit reporting agency a credit report containing personal credit information about me/us.
    - b. that in accordance with *Section 18N(1)(b) of the Act*, the Company may give to and seek from any credit providers named in the application, or in a credit report issued by a credit reporting agency, information about my/our credit arrangements, and that this information may be used for assessment of a credit application: for notifying other credit providers of a default: and for exchanging information with other credit providers.
3. The customer must ensure that its customer account issued is available only to those of its employees authorised to use it. The customer acknowledges that it will be liable for all orders requested with the quotation of the account.
4. Tom's Poultry may withdraw credit facilities from the customer at any time without notice. Without limiting Tom's Poultry's rights to withdraw credit, Tom's poultry reserves the right to stop supply and place the account on hold.
5. Should it be considered necessary by the Company to incur legal and/or other expenses (including commercial agent and private inquiry agent fees) in enforcement of the its rights or in obtaining or attempting to obtain payment of any amount due by me/us in consideration of the granting of credit to me/us, I/we expressly undertake to be liable for and reimburse the Company on an indemnity basis the whole amount of such expenses and fees.
6.
  - a. I/We acknowledge that property and all title in the goods supplied will remain wholly vested in the Company until all monies owing by the Applicant to the Company together with all collection and repossession and legal costs incurred and applicable taxes have been paid in full.
  - b. Until payment is made in full, the Applicant will hold the goods supplied as a bailee for and on behalf of the Company.
  - c. All payments the Applicant may receive for a goods supplied will be held in trust for the Company pending payment thereof to the Company.
  - d. In the event that the Applicant fails to pay any monies owing to the Company when due and payable, the Company will be entitled forthwith and without notice to repossess all goods supplied by the Company in the possession of the Applicant and for these purposes the Applicant or any other premises and retake possession of the goods held by the Applicant as aforesaid. The Applicant must forthwith account and make payments to the Company of all and any monies held by it in respect to the proceeds of the sales of the goods.
  - e. Any claims arising from outstanding payments must be made **within seven (7) days**. The Company shall have the right to charge a **monthly interest of 2.0%** on any outstanding payments.
  - f. The remedies available to the Company in this clause are without prejudice to any other remedies available to it at law or in equity.

A. "the Company" means **Tom's Poultry Pty Limited**.

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'I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND HAVE BEEN ADVISED, AND GIVEN OPPORTUNITY, TO SEEK INDEPENDENT LEGAL ADVICE.'

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### SIGNATURES

I ..... (the undersigned) being the Proprietor or  
Director of (Business Name) ..... have read and understood the Terms  
and Conditions hereby agree to be bound by these terms & conditions.

SIGNATURE: .....

DATE: ...../...../.....

## GUARANTEE AND INDEMNITY

THIS IS A LEGAL DOCUMENT. PLEASE SEEK LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT IF YOU ARE IN ANY DOUBT AS TO ITS EFFECT AND MEANING.

**TO: Tom's Poultry Pty Limited** (hereinafter referred to as "the Company")

1. We guarantee payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer (as named in the "Credit Application" and which forms a part of this document) or any of us arising from any past, present or future dealing with you.]
2. We indemnify you against all loss or damage arising from any past, present or future dealing with the Customer or any of us.
3. We agree:
  - a. That this is a continuing guarantee and that our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by you and,
  - b. That our liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Company Arrangement (DOCA) or by the Company voting in favor of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA and,
  - c. That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee and,
  - d. That the Company is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor and,
  - e. That this guarantee may only be revoked as to future trading with the Applicant and any notice of revocation may only be given by pre-paid registered mail delivered to **PO Box 1668 Fyshwick 2609** and shall not become effective until the expiration of **14 days** from the date of posting.
  - f. That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,
  - g. That we sign in both our personal capacity and as Trustee of every Trust of which we are Trustee and/or a beneficiary and,
  - h. To notify you of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship **within 7 days** of the date of any such change.
4. We hereby charge in your favor all our estate and interest in any land and in any other assets, whether tangible or intangible, in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Applicant or any of us and consent to the lodging by the Company of a caveat of caveats which note your interest in that real property.
5. We further agree that this agreement and any claim or dispute between the Company, the Customer or any of us shall be governed by the law applicable in the State of Australian Capital Territory and submit to the jurisdiction of the appropriate Court nearest the Capital City.
- A. DEFINITIONS:** "We" and "us" means each of the Guarantors jointly and severally. "You" and "your" and "the Company" means **Tom's Poultry Pty Limited**.

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'I/WE HAVE READ AND UNDERSTOOD THE GUARANTEE AND INDEMNITY AND HAVE BEEN ADVISED, AND GIVEN OPPORTUNITY, TO SEEK INDEPENDENT LEGAL ADVICE.'

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### GUARANTORS

<b>Full Name of Guarantor:</b> .....	<b>Full Name of Guarantor:</b> .....
<b>Address of Guarantor:</b> .....	<b>Address of Guarantor:</b> .....
<b>Contact Number:</b> .....	<b>Contact Number:</b> .....
<b>SIGNATURE:</b> .....	<b>SIGNATURE:</b> .....

### WITNESS

<b>Name of Witness:</b> .....	<b>Contact Number:</b> .....
<b>Address of Witness:</b> .....	<b>SIGNATURE of Witness:</b> .....