

Application for Credit Account



Kurt Jacob & Company Pty Limited
ABN 56 000 579 582

Unit 7
2 Stoddart Road
Prospect NSW 2148

Telephone: + 61 2 9636 7111
Facsimile: + 61 2 9636 1545

E: accounts@kurtjacob.com.au
W: www.kurtjacob.com.au

General Information	
Trading Name:	
Legal Name:	
Entity Type:	
Sole Trader / Partnership / Proprietary Company / Trust / Other (If Other, please advise)	
ABN Number:	ACN Number:

Registered Office			
Address 1:			
Address 2:			
City:	State:	Post Code:	
Telephone:	Facsimile:		
WWW:			
E-Mail:			



Accounts Contact Information			
Contact:	Telephone:		
Accounts E-Mail:			
Billing Address:			
City:	State:	Post Code:	

- Do you understand that our payments terms are settlement in full, 30 days from end of month and that statements are issued monthly?

A: _____

Delivery Address Information			
Contact:	Telephone:		
Address Line 1:			
Address Line 2:			
City:	State:	Post Code:	

- Do you understand that prices are FOB our warehouse located in Prospect NSW 2148, and you are responsible for insurance against damage in transit?

A: _____

Solicitor Contact Information			
Name:			
Address:			
City:	State:	Post Code:	

- Do you understand that goods returned are subject to a re-stocking charge and that 'non-stock items' are not returnable?

A: _____

Bank Information	
Bank:	BSB & Account:
Branch:	

- Do you understand that freight charges for the return of goods under any circumstances is payable by you?

A: _____

Accountant Contact Information			
Name:			
Address:			
City:	State:	Post Code:	

- Do you understand that unless otherwise stated, all prices quoted are exclusive of GST, meaning that where applicable, GST will be added to all prices quoted?

A: _____

1. Director/Partner Contact Information : Please only include current residential information.

Name:			
Address:			
City:	State:	Post Code:	
Telephone:	Mobile:		

- Do you understand that if payment is made by credit card, then an additional 1.8% for Visa & MasterCard, and 3% for American Express will be added to the total of the invoice being paid?

A: _____

2. Director/Partner Contact Information : Please only include current residential information.

Name:			
Address:			
City:	State:	Post Code:	
Telephone:	Mobile:		



Application for Credit Account Cont.

1. Trade Reference

Contact:		Telephone:	
Company:			
E-Mail:		Facsimile:	

2. Trade Reference

Contact:		Telephone:	
Company:			
E-Mail:		Facsimile:	

3. Trade Reference

Contact:		Telephone:	
Company:			
E-Mail:		Facsimile:	

NB: When providing trade references, please do so by supplying major creditors. Credit card companies, fuel suppliers, landlords, and utilities will not be accepted.

I certify that the above information is true and correct and that I am authorized to make this application for credit. In accordance with the Privacy Act 1988, I authorise any person or company to give any information as may be required in response to credit inquiries. I have read and understand the Terms and Conditions of Trade (Page 3 of this Credit Application) of Kurt Jacob & Company Pty Limited which form part of and are intended to be read in conjunction with this Credit Application and agree to be bound by those conditions.

Authorised Signatory

Name:

Address:

City: Post Code:

Signature:

Executed as a Deed on this day.

Date:

Witness

Name:

Address:

City: Post Code:

Signature:

Executed as a Deed on this day.

Date:

This space is intentionally left blank.





Terms and Conditions Trade

1. Definitions

- 1.1. 'Seller' shall mean Kurt Jacob & Company Pty Limited and its successors and assigns.
- 1.2. 'Buyer' shall mean the Buyer or any person or Seller acting on behalf of and with the authority of the Buyer.
- 1.3. 'Goods' shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.4. 'Services' shall mean all service supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include and supply of Goods as defined supra).
- 1.5. 'Price' shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 3 in this contract.

2. Goods / Services

- 2.1. The Goods / Services shall be as described on the invoice, quotations, work authorizations, sales order or any other work commencement forms as provided by the Seller to the Buyer.

3. Price And Payment

- 3.1. At the sellers sole discretion;
 - a) The Price shall be indicated on invoice provided by the Seller to the Buyer in respect of Goods supplied; or
 - b) The Price shall be the Seller's current price at the date of delivery of the Goods according to the Sellers current Price List.
 - c) The price of the Goods shall be the Sellers quoted price which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within seven (7) days.
- 3.2. Time for the payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time frame is stated then payment is due on delivery of the Goods.
- 3.3. Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or any other method as agreed to between the Buyer and the Seller.
- 3.4. The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent those taxes are expressly included in any quotation given by the Seller.

4. Risk

- 4.1. If the Seller retains property in the Goods nonetheless all risk for the Goods passes to the Buyer on dispatch.
- 4.2. If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, to receive all insurance proceeds payable in respect of the Goods. The Seller will apply the insurance proceeds as follows;
 - a) First, in payment of the Price of the Goods that are damaged or destroyed, if unpaid;
 - b) Second, in payment of the outstanding Price of any other Goods supplied to the Buyer by the Seller whether under the terms and conditions or otherwise.

5. The Commonwealth Trade Practices Act, 1974 and Fair Trading Acts

- 5.1. Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act, 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where permissible.

6. Default and Consequences Of Default

- 6.1. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at a rate after as well as before any judgment.
- 6.2. If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against the entire Seller's costs and disbursements including on a Solicitor and own client basis and in addition to any Mercantile Agency's cost of collection.
- 6.3. In the event that;
 - a) Any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its repayments as they fall due; or
 - b) The Buyer becomes insolvent, convenes a meeting with it's creditors or proposes or enters into an arrangement with creditors, or makes and assignment for the benefit of it's creditors; or
 - c) A receiver, manager, liquidator (provision or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer, then;
 - i. The Seller shall be entitle to cancel all or part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
 - ii. All amounts owing to the Seller shall, whether or not due for payment, immediately become payable.

7. Title

- 7.1. It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until;
 - a) The Buyer has paid all amounts owing for the particular Goods; and
 - b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the Sales of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.
- 7.2. It is further agreed that;
 - a) Until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
 - b) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

8. Cancellation

- 8.1. The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

9. Privacy Act 1988

- 9.1. The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit reporting agency a credit report contained personal credit information about the Buyer and Guarantor/s in relation to credit provided by the seller.
- 9.2. The Buyer and/or the Guarantor/s agree that the Seller may exchange information about the Buyer and the Guarantor/s with those credit providers named in the Application For Credit account or named in a consumer credit report issued by a reporting agency for the following purposes;
 - a) To assess and application for credit of a Buyer;
 - b) To notify other credit providers of a default by the Buyer;
 - c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
 - d) To assess the credit worthiness of the Buyer and/or Guarantor/s.
- 9.3. The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit. (Section 18K(1)(h) Privacy Act, 1988).
- 9.4. The Buyer agrees that personal data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and the Seller or required by law from time to time;
 - a) Provision of Goods & Services;
 - b) Marketing of Goods and or Services by the Seller, it's agents or distributors in relation to the Goods and Services;
 - c) Analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of Goods and Services;
 - d) Processing of any payment instructions, direct debit facilities and/or requested by the Buyer; and
 - e) Enabling the daily operating of the Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods and Services
- 9.5. The Seller may give information about the Buyer to a credit reporting agency for the following purposes;
 - a) To obtain a consumer credit report about the Buyer; and
 - b) Allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

10. General

- 10.1. If any provision of the terms and conditions shall be invalid, void and illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, precluded or impaired.
- 10.2. All Goods supplied by the Seller are subject to the Laws of Australia and New South Wales and the Seller takes no responsibility for changes in the Law which affects the Goods supplied.
- 10.3. The Seller shall be under no liability what so ever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
- 10.4. The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Buyer in writing of such change.





Personal/Directors Guarantee and Indemnity

In consideration of Kurt Jacob & Company Pty Limited and its successors and assigns (The Seller), at the request of the Guarantor (as in now acknowledged) supplying and continuing to supply Goods and/or Services to;

(The Buyer)

I/We unconditionally and irrevocably;

1. **Guarantee** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of Goods and Services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reasons the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
2. **Hold harmless and indemnify** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph B hereof) incurred by or assessed against the Seller in connection with;
 - a) The supply of goods and/or services to the Buyer; or
 - b) The recovery of moneys owing to the Seller by the Buyer including enforcement of this guarantee, and including but not limited to the Seller's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - c) Moneys paid by the Seller with the Buyers consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of Goods and/or Services by the Seller to the Buyer.

I/We further acknowledge and agree that;

3. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid, satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other Guarantor/s or otherwise) and no failure by any named guarantor to properly to execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
5. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a 'Guarantor' may never execute this Guarantee and Indemnity.
7. The term 'Guarantor' whenever used in this Guarantee and Indemnity shall, if there is more than one person used named as guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. I/We have been advised to obtain independent legal advice before executing this Guarantee but have either waived or declined to take independent legal advice. I/We understand that I/We am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.
9. The above information is to be used the Seller for all purposes in connection with the Seller considering this Guarantee and the subsequent enforcement of the same.
10. I/We irrevocably authorise the Seller to obtain from any person or company and information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/We may have with the Seller as a result of this Guarantee being actioned by the Seller.

Guarantor: 1

Name:		
Address:		
City:	Post Code:	
Signature:		

Executed as a Deed on this day.

Date:	
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Witness For Guarantor 1:

Name:		
Address:		
City:	Post Code:	
Signature:		

- NB:
1. If the Buyer is a sole trader or partnership the Guarantor/s should be some other suitable person/s.
 2. If the buyer is a club or incorporate society the Guarantor/s should be the president and secretary or other committee member.

Guarantor: 2

Name:		
Address:		
City:	Post Code:	
Signature:		

Executed as a Deed on this day.

Date:	
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Witness For Guarantor 2:

Name:		
Address:		
City:	Post Code:	
Signature:		

- NB:
1. If the Buyer is a sole trader or partnership the Guarantor/s should be some other suitable person/s.
 2. If the buyer is a club or incorporate society the Guarantor/s should be the president and secretary or other committee member.

