CREDIT APPLICATION, CREDIT TERMS, PERSONAL GUARANTEE, INDEMNITY

Australian Client Services Pty Ltd ACN 160 395 476



CLIENT Company Name: Trading Name(s): ACN/ABN: Trust Name: (if applicable) ABN of Trustee: (if applicable) Registered Address: Principal Place of Business: Year of incorporation/establishment: Number of employees: Revenue (last financial year): Profit (last financial year): Billing contact: Phone: Email: Purchasing contact: Phone: Email: Estimated credit required: **DIRECTORS Director 1** Name: Residential Address: Email: Mobile: Signed Dated Director 2 (if more than one) Name: Residential Address: Email: Mobile: Signed Dated

Director 3 (if more than two)

Dated

Residential Address:

Name:

Email:

Mobile:

Signed

REFEREES

Referee 1 Company: Contact: Email:	Title: Phone:
Referee 2 Company: Contact: Email:	Title: Phone:
Referee 3 Company: Contact:	Title:

AGREED:

Email:

- 1. The Client and the Directors authorise Australian Client Services Pty Ltd (ACS) to:
 - make enquiries of the Referees and credit reporting bodies (CRBs) as to the Client's and Director's creditworthiness;
 - exchange any information (including personal information, as defined in the *Privacy Act 1988*) about the Client and Directors with CRBs and Referees to assess this application;

Phone:

- use the information obtained for the purpose of assessing this application to continue to assess such credit as may be extended to the Client; and
- d. disclose to CRBs information about any default of the Client in its payment obligations.
- 2. The Client and the Directors each warrant that:
 - a. the Client is solvent;
 - the Directors each have and will maintain the financial capacity to pay a sum equal to the amount of credit sought in this application;
 - c. the information in this application is true and complete;
 - d. there has been an opportunity to negotiate these terms and obtain legal advice as to their effect.
- In consideration of extending and continuing to extend credit to the Client for goods and services supplied by ACS, the Directors irrevocably:
 - a. jointly and severally guarantee the payment of all monies due and owing to ACS by the Client; and
 - b. indemnify and keep indemnified ACS against any loss that ACS may incur as a consequence of the failure for whatever reason of the Client or the Directors to pay any monies due and owing to ACS or as a result of any debt to ACS incurred by the Client not being enforceable for whatever reason.
- 4. This guarantee and indemnity is a continuing security and shall secure the ultimate balance from time to time due and owing by the Client to ACS and shall continue notwithstanding any partial payment, death, incapacity, bankruptcy, administration, liquidation, reformulation or deregistration of the Client.
- ACS may revoke suspend, reduce or withdraw credit without notice at any time in its absolute discretion and such action shall not affect the liability of the Client or the Directors under this guarantee and indemnity.
- Interest shall accrue on all overdue accounts at the rate of 1.5% per month, which shall be capitalised to the debt each calendar month after 30 days.
- The Company shall indemnify ACS for its costs (on a full indemnity basis) of recovering or attempting to recover any overdue monies.
- Property in any goods supplied by ACS shall not pass to the Client until payment therefor is received in full, and the Client irrevocably authorises ACS to enter any premises occupied

- by the Client to take possession of and remove goods for which full payment has not been received.
- 9. ACS may apply any payment received from the Client to any debt owed to it by the Client, in its absolute discretion.
- 10. The Client must promptly notify the Company in writing of any:
 - a. change in the trustee of the trust (if the Client operates as a trustee);
 - b. application to wind up or deregister the Company;
 - c. appointment of a receiver, manager or external administrator; or
 - any other matter or circumstance which materially affects the ability of the Client to meet such credit terms as have been extended to it.



