

Oakey Flat Pty Ltd ABN.131 1363 3471
CONFIDENTIAL CREDIT APPLICATION

P.O. BOX 478
Caboolture QLD 4510
PH: 07 5498 5200
FAX: 07 5498 5588

Email: sales@gardenscapes.com.au

Thank you for applying for credit facilities with the company. To expedite the opening of an account please complete **ALL Forms** and return them to the company.

DATE

CREDIT IS SOUGHT FOR Trade/ Commercial purposes Domestic/ Consumer Purposes

BUSINESS OPERATED AS A: Sole Trader Partnership P/L Company

APPLICANTS TRADING NAME:

COMPANY NAME: (PTY LTD/LTD) ABN

POSTAL ADDRESS: POSTCODE

BUSINESS/OFFICE ADDRESS POSTCODE

TELEPHONE: BUS () FAX () MOBILE

EMAIL

IS THE APPLICANT A TRUSTEE FOR ANY TRUST? YES NO

IF YES, PLEASE INDICATE NAME OF TRUST

YEAR BUSINESS COMMENCED NATURE OF BUSINESS

QBSA LICENSE NO.REGISTRATION NUMBER----- TYPE OF CARD -----

NAMES AND ADDRESSES OF: DIRECTORS/PARTNERS/SOLE TRADER/SPOUSE

(i) FULL NAME (DOB)..... (ii) FULL NAME(DOB).....
SPOUSE FULL NAME (DOB) SPOUSE FULL NAME(DOB),.....

RESIDENTIAL ADDRESS RESIDENTIAL ADDRESS

..... OWNED RENTED OWNED RENTED

DRIVER'S LICENSE NO. DRIVER'S LICENSE NO.

(i) FULL NAME (DOB)..... (ii) FULL NAME(DOB).....
SPOUSE FULL NAME (DOB) SPOUSE FULL NAME(DOB),.....

RESIDENTIAL ADDRESS RESIDENTIAL ADDRESS

..... OWNED RENTED OWNED RENTED

DRIVER'S LICENSE NO. DRIVER'S LICENSE NO.

BANK BRANCH ACCOUNT NO.

TRADE REFERENCES - MAJOR SUPPLIERS

Name Location Phone No.

1.

2.

3.

ESTIMATED MONTHLY REQUIREMENTS - YARD\$, NURSERY \$.....per month

The terms and conditions set out in this form will apply to credit extended by the Supplier and your signed application will be evidence of your agreement to that effect

"Goods" include services.
"Supplier" means Oakey Flat Pty Ltd
"Customer" means the party (ies) making this credit application.

TERMS OF ACCOUNT

- (a) **Payment of your account must be made by the due date which is 30 DAYS AFTER END OF MTH [i.e.: JULY A/CS TO BE PAID BY 31ST AUGUST, otherwise C.O.D. You will be advised if your application is successful.**
- (b) The Customer must advise the Supplier in writing of any changes in its business structure shown in this application and such change must be acknowledged and accepted in writing by the Supplier.
- (c) If you:
 - (i) Fail to observe either of the above terms, or
 - (ii) Have made a representation to us or given us information which is untrue, then credit facilities may be withdrawn and all charges made to your account will become due immediately.

OVERDUE ACCOUNTS

- (a) Any amount not paid by the due date will at the discretion of the supplier be subject to interest, charged at 1 1/2% above the overdraft rate applicable to amounts in excess of \$5,000.00 then charged by the National Australia Bank and calculated on monthly balances.
- (b) Customer will reimburse a Supplier for any expenses incurred in connection with recovery of amounts overdue.
- (c) Any proceedings for recovery of money owing can be issued in Brisbane Queensland and the laws of Queensland will apply.

CREDIT INFORMATION

I/We consent to and authorise the Supplier:-

- (a) To obtain information about my/our personal or commercial credit worthiness from my/our bank and/or any trade referee disclosed herein and/or any other credit provider(s) and/or any credit reporting agency for the purposes of assessing this application for credit or in connection with any guarantee.
- (b) To give a credit reporting agency information about my/our personal or commercial credit arrangements.

I/We understand that the information referred to above can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive under the Privacy Act 1988.

TERMS AND CONDITIONS OF SALE

Goods will be supplied on the Supplier's then current terms and conditions of sale with any alterations as may be notified to you at point of sale.

Application is hereby made for a credit account and I/We agree to be bound by the above Terms. I/we acknowledge that OAKEY FLAT PTY LTD might in future acquire subsidiaries which may supply Goods to me/us on credit and I/we agree that the above Terms will apply to those purposes.

Signed by all Partners, Directors or Sole trader as applicable

Witnessed by

Signature

Signature

Print signatories name
and indicate whetherDirector Sole Trader Partner

Print name of witness

Signature

Signature

**Print signatories name
and indicate whetherDirector Sole Trader Partner**

Print name of witness

Signature

Signature

**Print signatories name
and indicate whetherDirector Sole Trader Partner**

Print name of witness

WARNING THIS IS AN IMPORTANT DOCUMENT AND IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

I/We the undersigned have requested you to supply

(Name of Customer)

of ("The Customer")

(Address of Customer)

with Goods on credit. Should any Supplier elect to do so then:-

1. I/We will indemnify the Supplier against any losses, costs, charges and expenses of any nature which it might incur as a result of any default of the Customer.
2. I/We will also be responsible to the Supplier for, and guarantee in favour of the Supplier, payment of all outstanding monies due now or at any time in the future for Goods which have been supplied or may have been supplied by it from time to time to the Customer.
3. Both my/our indemnity and my/our guarantee are continuing security and will not be affected -
 - (a) If the Supplier:-
 - (i) grants any extension of time or other indulgence to the Customer;
 - (ii) refuses further credit to the Customer; or
 - (iii) varies the terms of the Customer's account or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my/our liability under this guarantee and indemnity);
 - (b) By the release of any of the Guarantors or if this guarantee is unenforceable against any one or more of the Guarantors; or
 - (c) If any payment by the Customer is later avoided by law.
4. I/We agree that each application for credit made by the Customer to any of you as Supplier shall be deemed to have been accepted from the date of your first invoice to the Customer and without further notice to me/us this Agreement shall immediately have effect as an Agreement under seal between me/us and each of you which becomes a Supplier.
5. In this clause, a reference to any kind of property includes a reference to any estate or interest in property of that kind.
6. Every person named in this documents as a guarantor:-
 - (a) shall duly pay all moneys now or hereafter actually or contingently payable to Oakey Flat Pty Ltd by any person named in these documents as guarantor;
 - (b) shall grant to Oakey Flat Pty Ltd a legal mortgage of any land now or hereby held by the person, which mortgage shall contain a covenant to the effect of paragraph (a);
 - (c) hereby as beneficial owner charges in favour of Oakey Flat Pty Ltd by way of fixed charge any real property now or hereafter held by the person (being, in the case of a body corporate, land, and being, in any other case, any property other than personal chattels.
 - (d) agrees that, upon default by the debtor, the moneys referred to in paragraph (a) shall at the option of Oakey Flat Pty Ltd become immediately due and payable;
 - (e) shall not transfer or create any estate or interest in any property in this clause charged by the person;
 - (f)
 - (i) agrees that any power of sale shall extend to the execution, in the name of and on behalf of the person, of any memorandum of transfer, Crown lands transfer or other assignment; and
 - (ii) shall pay the expenses of Oakey Flat Pty Ltd in respect of this document or a mortgage required by this document to be granted by the person.
7.
 - (a) Any precondition to the exercise of any power of sale, with the exception of default, is hereby excluded;
 - (b) For the purposes of determining whether Oakey Flat Pty Ltd can exercise any power to insure, only insurance in the name of Oakey Flat Pty Ltd shall be taken into account.
8. Subject to this clause, the provisions of the Conveyancing Act, 1919, Property Law Act 1974 or other relevant State of Federal Act shall apply to this document as if it were a mortgage by deed.
9. This guarantee and indemnity extends to credit given to the Customer in the future by a company which is not now, but at the time that such credit is extended has become a related body corporate of Supplier, and may in such case be enforced by Supplier.

Any proceedings for recovery of money owing can be issued in Brisbane Queensland and the laws of Queensland will apply.
10. This guarantee may only be withdrawn by giving you fourteen (14) days notice in writing by certified mail, but will continue in force in respect of all debt incurred by the Customer up to the date of the withdrawal.
11. I/We agree that before providing credit to the Customer you may seek from a credit agency a credit report containing personal information about me/us to assist in deciding whether to accept me as a guarantor for the Customer.
12. In this guarantee and indemnity:-

"Goods" includes services and "Supplier" means OAKEY FLAT Pty Ltd and/or each related body corporate (as defined in the Corporation Law) of OAKEY FLAT Pty Ltd from whom Goods are purchased.

Singular words include the plural and vice versa and where there is more than one guarantor they shall be bound jointly and severally.
13. For the purpose of securing the obligations and liabilities entered into by them under this guarantee, the Guarantors agree to charge with the due and punctual payment and the complete performance of all of those liabilities and obligations, all their legal or equitable interest (both present and future) of whatsoever nature held in any and all real property and the Guarantors hereby consent of the Supplier lodging a caveat or caveats noting its proprietary interest hereunder. The Guarantors agree to execute any documents and do all such things as may be required by the Supplier to affix such security upon demand by the Supplier and shall indemnify the Supplier against any costs and expenses that it incurs as a result of carrying out any steps herein.

WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE

_____ OF
(Print name of Guarantor)

(Address of Guarantor)

in the presence of: Dated _____

(Witness)

(Residential Address of Witness)

_____ OF
(Print name of Guarantor)

(Address of Guarantor)

In the presence of: Dated _____

(Witness)

(Residential Address of Witness)

_____ OF
(Print name of Guarantor)

(Address of Guarantor)

In the presence of: Dated _____

(Witness)

(Residential Address of Witness)

I, _____ certify that I have read the Personal Guarantee and Indemnity contained herein and understand its terms and that it is an important document. In particular, I understand that if The Customer fails to make any required payments to Supplier, Supplier may recover the amount of these payments from me personally. In this case Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I certify that prior to the execution of the Personal Guarantee and Indemnity I have had the opportunity of taking independent legal advice in respect to its meaning and effect.

.....
Guarantor Date

I, _____ certify that I have read the Personal Guarantee and Indemnity contained herein and understand its terms and that it is an important document. In particular, I understand that if The Customer fails to make any required payments to Supplier, Supplier may recover the amount of these payments from me personally. In this case Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I certify that prior to the execution of the Personal Guarantee and Indemnity I have had the opportunity of taking independent legal advice in respect to its meaning and effect.

.....
Guarantor Date

I, _____ certify that I have read the Personal Guarantee and Indemnity contained herein and understand its terms and that it is an important document. In particular, I understand that if The Customer fails to make any required payments to Supplier, Supplier may recover the amount of these payments from me personally. In this case Supplier may, amongst other recovery rights, take a charge over any real property that I have a legal or equitable interest in. Further, I certify that prior to the execution of the Personal Guarantee and Indemnity I have had the opportunity of taking independent legal advice in respect to its meaning and effect.

.....
Guarantor Date