



ABN 33 057 664 267



Accounts: PO Box 200 Campbell ACT 2612 Phone: (02) 62497427 Email: accounts@ccract.com.au

## CREDIT APPLICATION FOR AN ACCOUNT

### PART A. BUSINESS CONTACT INFORMATION

<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> Partnership		<input type="checkbox"/> Corporation		<input type="checkbox"/> Other		Commenced Trading:	
Company Name:							ABN:		
Description of Business:									
Trading Name (if different)							ABN:		
Phone:		Mobile		Email:					
Registered Business Address									
Street:									
Suburb:				State:			Postcode:		
Postal Address (if different to registered address):									
Street / PO Box:									
Suburb:				State:			Postcode:		

### PART B. PROPRIETOR, DIRECTOR/S OR PARTNERS DETAILS

Name:							Position:		
Address:									
Phone:				Email:					
Name:									
Address:									
Phone:				Email:					
Name:									
Address:									
Phone:				Email:					

### PART C. BUSINESS AND CREDIT INFORMATION

Credit Limit Requested: \$		per month		Required		Order No: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Accounts Payable Contact Details:									
Name:									
Phone:		Mobile:		Email:					
Bank:									
Phone:		Email:							
Account Name:									
Account No:					BSB No:				

## PART D. BUSINESS/TRADE REFERENCES (MINIMUM 3)

Company Name:			ABN:		
Street:					
Suburb:			State:		Postcode:
Phone:	Mobile:	Email:			
Company Name:			ABN:		
Street:					
Suburb:			State:		Postcode:
Phone:	Mobile:	Email:			
Company Name:			ABN:		
Street:					
Suburb:			State:		Postcode:
Phone:	Mobile:	Email:			

## PART E. AGREEMENT

Trading Terms: All invoices will be due **at the end of month** of the invoice date and considered overdue and subject to **STOP CREDIT** and recovery action 30 days after the due date.

Any amount not paid by the due date will, at the discretion of Canberra Concrete Recyclers Pty Ltd ("CCR"), be subject to interest, charged at 1.25% per month. The credit applicant agrees to pay all costs incurred in connection with recovery of amounts overdue, including court costs and solicitors fees. The credit applicant also agrees that CCR may seek consumer credit information.

A full Privacy Disclosure Statement can be obtained on the CCR website [www.ccract.com.au](http://www.ccract.com.au) and the credit applicant acknowledges that it has read and understands CCR's privacy policy, which provides amongst other things the obtaining of personal information from other credit providers and agencies to assess this application.

If CCR places the account on **STOP CREDIT** full payment of all overdue amounts are to be made before future supply can be made.

If you fail to observe the above terms, or 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.

Application is hereby made for a credit account and I/we agree to be bound by the above terms.

Signed by all partners, directors or sole trader (as applicable)

## SIGNATURES

Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

## PART F. PERSONAL GUARANTEES

### THE PERSONAL GUARANTEE IS REQUIRED FOR EACH DIRECTOR

In consideration of the Company having agreed at the Guarantor's request to supply or continue to supply the Applicant (being the Applicant identified in the accompanying Application for credit account) with goods and services on credit, the person identified below as guarantor ("the Guarantor") agrees with the Company as follows:-

#### 1. The Guarantor:-

1.1 Guarantees the due and punctual payment to the Company of all amounts which the Applicant does now or may at any time in the future owe to the Company;

1.2 Guarantees the punctual and correct compliance of all obligations set out in the accompanying Terms and Conditions (including payment obligations) which the Applicant owes now or may in the future owe to the Company;

1.3 Indemnifies the Company against any loss it may suffer if the Applicant does not meet any of its obligations set out in the accompanying Terms and Conditions.

2. This Guarantee and Indemnity creates a principal obligation from the Guarantor to the Company and it is in addition to any security which the Company holds from the Applicant. This Guarantee and Indemnity may be enforced without the Company having to take any steps against the Applicant or any security.

3. This Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between the Company and the Applicant are ended, all amounts owing to the Company by the Applicant are paid, and all obligations of the Applicant to the Company are complied with in full and the Guarantee and Indemnity has been discharged in writing by the Company.

4. This Guarantee and Indemnity is not affected and is still enforceable notwithstanding:

4.1 Any amount owing to the Company by the Applicant not being recoverable by the Company for any reason at all;

4.2 The Company not complying with any law or any agreement with the Applicant;

4.3 The Company granting any time, release or any other concession to the Applicant or the Guarantors or any one or more of the Guarantors. Notice of the granting of any time, release or other concession to the Applicant need not be given to the Guarantor;

4.4 One or more of the Guarantors or any other party not executing this Guarantee and Indemnity;

4.5 The death, incapacity, administration, bankruptcy, liquidation, receivership or insolvency of the Applicant or of the Guarantor;

4.6 A payment by the Applicant or by any Guarantor to the Company being set aside in bankruptcy, liquidation, litigation or official management of the Applicant or of any Guarantor;

4.7 A Guarantor ceasing to be director of or be involved with the Applicant or the change in status or structure of the Applicant;

4.8 The Company in its absolute discretion and without notice to the Guarantor, refusing or limiting further credit or supplies of goods or services to the Applicant.

4.9 Any other thing occurring which could otherwise limit the effect of this Guarantee and indemnity;

5. Where there are two or more Guarantors their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if:

5.1 This Guarantee or Indemnity is not enforceable against one of them or the liability of one of them ceases;

5.2 Any Guarantor dies; or

5.3 One of them is unable to perform his or her or its obligations under this Guarantee and Indemnity.

6. The Guarantor agrees to waive all rights inconsistent with the terms of this Guarantee and Indemnity.

7. Each Guarantor hereby charges with payment of the monies and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by the Guarantor. Each Guarantor agrees that if demand is made upon him or her or it by the Company, that Guarantor will immediately execute a mortgage (the terms of such mortgage as determined by the company) or other instrument of security, or consent to a caveat, as required by the Company to better secure the obligations of the Guarantor under this equitable mortgage and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints the Company and any agent or solicitor of the Company to be the Guarantor's true and lawful attorney to execute and register such instrument.

8. Each Guarantor agrees that the Company may seek from a credit reporting agency, a credit report containing personal information about the Guarantor to assess whether to accept them as guarantors for credit applied for or provided to the Applicant. The Guarantor agrees that if the Company approves the Applicant's application for credit, this Guarantee and Indemnity remains in force until written notification from the Company.

9. If the Applicant is a trustee of a trust, the Guarantor warrants that the Applicant has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.

#### 10. The Guarantor:-

10.1 Will pay the account service fee on monies owing under this Guarantee and Indemnity at the same rate as the Applicant is required to pay pursuant to the Terms and Conditions both before and (as a separate, independent obligation) after any judgment;

10.2 Subject only to the matters set out in this Guarantee and Indemnity has made independent investigations and inquiries and has not entered into this Guarantee and Indemnity as a result of or by reason of any promise, information, representation or statement of any kind whatsoever given by or on behalf of the Company.

11. This Guarantee and Indemnity and the Company's rights under it may be absolutely assigned or transferred by way of security by the Company without the consent of the Applicant or the Guarantor.

12. Subject to the terms of this Guarantee and Indemnity, this Guarantee and Indemnity together with the Terms and Conditions, constitute the sole and entire agreement between the parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this Guarantee and Indemnity or Terms and Conditions has no force or effect.

13. Each Guarantor (if there is more than one) acknowledges and agrees that:-

13.1 The Guarantor has read and understood the Privacy Act 1988 (Cth) Statement and Authority which is attached to this Guarantee;

13.2 The Privacy Act 1988 (Cth) Statement and Authority is incorporated into and forms part of this Guarantee.

14. If the whole or any part of the monies hereby owing under this Guarantee and Indemnity are or may be irrecoverable from the Applicant by the Company for any reason whatever where the amount thereof or resulting therefrom is nonrecoverable from the Guarantor as a surety, then in each and every case:-

14.1 The Guarantor as a separate and additional liability under this Guarantee and Indemnity, indemnifies the Company in respect of the monies owing under this Guarantee and Indemnity;

14.2 The Guarantor as a principal debtor agrees to pay to the Company when demanded in writing a sum equal to the amount of monies owing under this Guarantee and Indemnity; and

14.3 For the purposes of this Guarantee and Indemnity, this clause shall be construed as if the monies owing under this Guarantee and Indemnity were recoverable and the terms of this Guarantee and Indemnity will apply as far as possible, with any necessary changes being made.

15. In the event that the whole or any part or parts of any clause in this Guarantee and Indemnity is judged to be unenforceable by a court of competent jurisdiction then such clause or part thereof shall be to that extent severed from this Guarantee and Indemnity without effect to the validity and enforceability of the remainder of these clauses.

16. A statement in writing signed by any Director, Secretary, Credit Manager or other authorised person on behalf of the Company stating the balance of the monies due to the Company by the Applicant shall be prima facie evidence of the amount of the indebtedness of the Applicant to the Company at the date of that statement.

17. This Guarantee and Indemnity shall be governed by the laws of the State of Queensland. The Guarantor and the Company submit to the exclusive jurisdiction of the courts in Brisbane. The Guarantor and the Company agree that proceedings may be commenced in any court in Brisbane and consent to that court having jurisdiction notwithstanding that the court would not have such jurisdiction without this clause.

18. Definitions:

18.1 Person is defined to include but not limited to a company, trust, partnership or incorporated association;

18.2 Company means Canberra Concrete Recyclers Pty Ltd ABN 33 057 664 267 and any subsidiary or related entity as those terms are defined in the Corporations Act 2001;

18.3 Applicant means the Applicant identified in the accompanying credit application for credit form and Terms and Conditions;

18.4 Terms and Condition mean the accompanying Terms and Conditions.

18.5 The singular shall include the plural and vice versa.

<b>The Guarantor's Name:</b>	<b>The Guarantor's Name:</b>
Signature: _____ Date: _____	Signature: _____ Date: _____
Witnessed by: _____	Witnessed by: _____
Signature: _____ Date: _____	Signature: _____ Date: _____
<b>The Guarantor's Name:</b>	<b>The Guarantor's Name:</b>
Signature: _____ Date: _____	Signature: _____ Date: _____
Witnessed by: _____	Witnessed by: _____
Signature: _____ Date: _____	Signature: _____ Date: _____

OFFICE USE ONLY

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Limit: \_\_\_\_\_