



## Application for Credit Account

### Business contact information

Company name:

Phone: Fax: E-mail:

Address:

City: State: Postcode:

In business since: ABN: ACN:

Sole trader: ☐ Partnership: ☐ Limited liability: ☐ Other: ☐

### Business and credit information

Postal address:

City: State: Postcode:

Telephone: Fax: E-mail:

Bank: Branch: Phone:

### Business/trade references

Company name: Company name:

Contact name: Contact name:

Address: Address:

City: Postcode: City: Postcode:

Phone: Phone:

Fax: Fax:

E-mail: E-mail:

Company name: Company name:

Contact name: Contact name:

Address: Address:

City: Postcode: City: Postcode:

Phone: Phone:

Fax: Fax:

E-mail: E-mail:

### Agreement

I declare that:

- 1) I am a person authorised to sign this application on behalf of this business
- 2) The above information is to the best of my knowledge true and correct
- 3) I agree to abide by the terms and conditions of sale as printed on page 2 of this application

Signed ..... Date...../...../.....

Full Name (Please print)..... Title.....



## **TERMS AND CONDITIONS**

1. Workwear Direct may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider information about my/our credit arrangement and I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
2. The applicant(s) must inform Workwear Direct in writing within seven (7) days of any change of his/her their business or corporate structure.
3. Workwear Direct reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.
4. All contracts between Workwear Direct and the Applicant shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria.
5. **PASSING OF PROPERTY AND RISK**
  - (a) Goods supplied by a Workwear Direct to the Buyer shall be at the Buyer's risk immediately upon deliver to the Buyer, into the Buyer's custody or at the Buyer's direction (whichever happens first). The Buyer shall insure the goods from the time of that delivery at its cost against such risks as it thinks appropriate, shall note the interest of the Workwear Direct named in the relevant Sales Invoice on the insurance policy and shall produce a certificate to this effect to that Workwear Direct upon request.
  - (b) Property in the goods supplied by a Workwear Direct to the Buyer under these terms and conditions shall not pass to the Buyer until those goods and other goods have been paid for in full.
  - (c) Until the goods have been paid for in full:
    - (i) the Buyer shall store the goods in a manner which shows clearly that they are the property of the Workwear Direct which supplied them; and
    - (ii) the Buyer may sell the goods, in the ordinary course of its business, as agent for the Workwear Direct and shall account to the Workwear Direct for the proceeds of sale (including any proceeds from insurance claims). These proceeds must be kept in a separate bank account.
  - (d) The Buyer irrevocably authorises each Workwear Direct at any time to enter onto any premises upon which:
    - (i) the Workwear Direct's goods are stored to enable the Workwear Direct to:- inspect the goods; and/or - if the Buyer has breached these terms and conditions, reclaim the goods;
    - (ii) the Buyer's records pertaining to the goods are held to inspect and copy such records.
  - (e) The Buyer and each Workwear Direct agree that the provisions of this clause apply notwithstanding any arrangement under which that Workwear Direct grants credit to the Buyer.
  - (f) Each party consents to the other perfecting any security interest under this agreement which arises by operation of the PPSA in any property by registration under the PPSA and agrees to do anything reasonably requested by the other party to enable it to do so.
  - (g) The parties contract out of each provision of the PPSA which, under section 115(1) of that Act, they are permitted to contract out of, other than:
    - (i) sections 117 and 118 (relationship with land laws); and
    - (ii) sections 134(1) and 135 (retention of collateral).
  - (h) Each party waives its right to receive each notice which, under

section 157(3) of the PPSA, it is permitted to waive.

(i) Each party waives its rights to receive anything from any other party under section 275 of the PPSA and agrees not to make any request of any other party under that section.

6. I/We acknowledge that if the account is overdue, Workwear Direct at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection and I/we agree to be responsible to meet all reasonable costs and Commissions incurred in employing the said mercantile agent to collect the overdue account.

7. Any signatory for a proprietary Company applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the applicant.

8. I/We acknowledge and agree that the terms of payment are STRICTLY NETT CASH within 30 days from the date of the end of month statement, and in the event the account becomes overdue, Workwear Direct reserves the right to charge interest in accordance with the Penalty Interest Rate s Act 1983.

I/We acknowledge that the information provided within this application has been read and understood by me/us, and I/we agree to be bound by the terms and conditions herein and printed on the back of this application. I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

## **FREIGHT**

All Deliveries (Metro & Regional) will be delivered FIS for orders over \$500 (Exc GST) otherwise a \$35.00 (Exc GST) freight and handling fee applies.

## **CLAIMS & RETURNS**

No claims will be recognised unless made within 14 days of delivery.

Goods incorrectly supplied by Workwear Direct, error must be reported within 14 days of receipt. Workwear Direct will provide a Credit Return Authority Number, and pay the return freight only if forwarded by nominated Workwear Direct carrier.

Where an applicant wishes to return goods for any other reason than in-correct supply they must follow these procedures.

- a. Return must be arranged through a Workwear Direct representative.
- b. A Credit Return Authority Number will be given
- c. Goods will only be accepted in a re-sellable condition.
- d. A re-stocking fee of up to 20% may be applied.
- e. Any goods returned must have freight pre-paid.
- f. Claims are only recognised if made within 14 days of receipt.

The applicant must have proof of the goods returned to Workwear Direct. E.g. a signed con note from the courier company used or a signature from a Workwear Direct Sales Representative.



## Guarantee

(To be completed where the applicant is a company)

In consideration of the provision of credit and the sale of goods and services to the customer I/we, being Director/s or other authorised officer/s of the customer named in the application for credit herein, hereby agree, by the execution of this application on behalf of the customer, to Guarantee to Workwear Direct the due and punctual payment and performance by the customer of all moneys terms and conditions contained in these terms of trade to be paid observed and performed and I/we acknowledge that I/we shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the customer under these terms of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor.

I/We charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and Leasehold in land which I/we now have or during the currency of this agreement may acquire.

DATED the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED SEALED AND DELIVERED

by the said

\_\_\_\_\_  
(Printed name of Guarantor)

\_\_\_\_\_  
(Signature of Guarantor)

in the presence of

\_\_\_\_\_  
(Printed name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Address of Witness)

\_\_\_\_\_  
(Printed name of Guarantor)

\_\_\_\_\_  
(Signature of Guarantor)

in the presence of

\_\_\_\_\_  
(Printed name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Address of Witness)