



APPLICATION FOR COMMERCIAL CREDIT

3-9 Eve Street, Erskineville
 Sydney NSW 2043
 Tel:(02) 9519 2799 Fax: (02) 9517 1463
 PO Box 175, Erskineville NSW 2043

ABN: 11 000 278 811

1. Details of Account Customer: (tick as appropriate)

Company or Corporation Partnership Sole Trader

2. If Company or Corporation

Company or Corporation Name
 Australian Company No. (ACN) ABN
 Registered Address
 Trading as
 Trading Address
 Is the Company or Corporation a Trustee?
 Incorporation Date
 Paid Up Capital

3. If Partnership or Sole Trader

Business Name
 Proprietor(s)
 Registered Business Name
 Principal Place of Business

4. Full names and Addresses of Directors - Partners - Sole Traders (Delete as appropriate)

First Name	Second Name	Surname	Age
1.
Private Address			Private Telephone
2.
Private Address			Private Telephone
3.
Private Address			Private Telephone
4.
Private Address			Private Telephone

Have any of the above been a director of a Company which has been placed in Liquidation or been made bankrupt or entered into an agreement under Part X of the Bankruptcy Act or entered into any unofficial scheme or arrangement with its creditors? If so, please provide details

.....

.....

.....

.....

5. Operational Details

Type of Business	Established for years
Account name	
Postal Address of Account	
Phone No (Business)	After Hours
Fax No	
Bankers	Branch
Name of Bank Account	Phone No. of Bank Branch

6. Financial Details

Business Premises of Account Customer:
(tick as appropriate)

Are premises leased owned if owned are they mortgaged Yes No

if leased advise name of owner

Address of owner:

Details of Properties owned by Account Customer; Directors; Partners Sole Traders

Name of Owner	Address	Approx Value	Mortgage	Equity
		\$	\$	\$
.....
.....
.....
.....

Do you have an overdraft with your Bank?
What security have you given

Total Value of yearly contract/sales \$

Amount of monthly credit required approx \$

7. Trade References

Name	Phone No
1
2
3
4

TERMS AND CONDITIONS

- (a) Trading Terms 30 days. Payment to be made by the last working day of the month, following the month of invoicing. The customer hereby agrees and acknowledges that at the absolute discretion of Premier Furniture interest at the rate of 1.5% per month may be levied on amounts outstanding beyond the trading terms.
- (b) Until this application is approved by Premier Furniture and confirmation made to the customer in writing stating that the credit facilities have been granted any goods supplied by Premier Furniture to the customer shall be on the basis of cash upon delivery.
- (c) Premier Furniture may withdraw credit facilities to the customer at any time without notice.

- (d) Premier Furniture may from time to time require security to be provided by the customer to enable it to continue to offer credit facilities.
- (e) The customer agrees to indemnify Premier Furniture for any legal costs or other expenses incurred by Premier Furniture in respect of this application, agreements, personal guarantees, securities given or other documentation required while credit is being offered in consequence of this application and the customer further agrees to indemnify Premier Furniture for any dishonoured cheque fees incurred and in the event that the customer's account is in default of the Trading Terms against it collection fees and legal costs.
- (f) Should there be any variation to any of the information supplied by the customer in this application or in the structure of the customer's business (such as a conversion to or from a company or trust) Premier Furniture shall be notified in writing. Until a new application form is signed and approved in writing by Premier Furniture the original application and those person/s who signed as guarantor/s shall remain liable to Premier Furniture as though all goods and services were supplied to the original applicant.
- (g) where the customer is a trustee:
 - (a) the customer agrees to produce a stamped copy of the Trust Deed (with all amendments) if and when requested by Premier Furniture and;
 - (b) the customer warrants that it has full power and authority for the benefit purposes and objects of the Trust to make this application on behalf of the Trust and will indemnify itself from the assets of the Trust to meet its obligations and that it shall be bound by the terms of this application both personally and as Trustee.
- (h) The customer agrees that ownership of all goods supplied by Premier Furniture to the customer is only transferred to the customer when the goods are paid for in full but the risk shall pass to the customer. Until the goods are paid for in full the relationship between the parties shall be fiduciary and the customer shall hold the goods as bailee for Premier Furniture. The customer shall store the Premier Furniture goods separately from its own. The customer is not permitted to dispose of the goods until they are paid for without the specific consent in writing of Premier Furniture and in the event that Premier Furniture consents to the disposal of the goods, the moneys resulting from the sale are to be specifically ear-marked and placed in a separate account until payment in full to Premier Furniture under the contract. Until the goods have been sold the customer agrees that it will store the materials in a manner that clearly shows the ownership of Premier Furniture.
- (i) If the customer;
 - (a) defaults in due observance of any of its obligations under contract arising out of this application; and
 - (b) being a person, dies, commits an act of bankruptcy or enters into any scheme of arrangements official or unofficial; or
 - (c) being a company or corporation takes or shall have taken against it any action for its winding up or placement under official management or receivership, then Premier Furniture without prejudice to any rights or remedies open to it may
 - (i) treat as discharged all or any obligation arising from any agreement with the customer;
 - (ii) retain any security given or moneys paid by the customer or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum which may be lawfully recovered by the customer;
 - (iii) enter upon the customer's premises or elsewhere to take possessions of and remove any goods and materials for which payment has not been received and in which property has not passed from Premier Furniture.
 - (iv) take such steps as it may deem necessary to mitigate the damages suffered including the putting to use, hiring out, sale or disposal of any goods supplied or to be supplied under the contract and in its possession.

- (j) In this application words in the singular shall be construed so as to include the plural and vice versa and words in the masculine gender shall be construed so as to include every other gender.
- (k) Where there is any inconsistency between the terms and conditions of this application and any subsequent agreement for the supply of goods, work and materials by Premier Furniture any such subsequent agreement shall be read down to the extent necessary to give full force effect to the terms and conditions of this application.
- (l) Premier Furniture shall not be deemed to have waived any of the terms and conditions of this application or agree to any variation thereof unless it is done so expressly in writing.

This is to certify that I have read, comprehend and accept the above terms and conditions and further without undue influence or unfair pressure append my signature hereunto. I further acknowledge having received a copy of this application.

For and on behalf of (Co. Name)

As Trustee for (Trust Name)

Witness Name (Please print) Signature of witness: 	Signatures (Directors, Partners, Sole Trader): (1) (2) (3) Dated
---	--

OFFICE USE ONLY	
Representatives Comments	
C/R 1.	
C/R 2.	
C/R 3.	
C/R 4.	
CR/L \$	
IN/L \$	
A/C app. Yes <input type="checkbox"/> No <input type="checkbox"/> Signed	Date