



# FRANKSTON SAND SOIL & MINI MIX CONCRETE PTY. LTD.

A.B.N. 82 059 258 114

13 AMAYLA CRESCENT, CARRUM DOWNS 3201

TELEPHONE: **9776 4111** FAX: 9785 3955 Email: admin@frankstonsand.com.au

## CREDIT APPLICATION

APPLICATION TO BE COMPLETED IN FULL

### TO BE COMPLETED IF A REGISTERED COMPANY:

NAME OF COMPANY: \_\_\_\_\_ A.C.N \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ POST CODE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ POST CODE: \_\_\_\_\_

REGISTERED BUSINESS NAME (If applicable): \_\_\_\_\_ A.B.N. \_\_\_\_\_

BUS. PH: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ACCOUNTS CONTACT PERSON: \_\_\_\_\_ ACCOUNTS PH: \_\_\_\_\_

ACCOUNTS EMAIL ADDRESS: \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_ BUS.EST: \_\_\_\_\_ MONTHLY CREDIT REQUIRED: \$ \_\_\_\_\_

1. DIRECTORS' NAME (in full) \_\_\_\_\_ MOBILE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

2. DIRECTORS' NAME (in full) \_\_\_\_\_ MOBILE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

3. DIRECTORS' NAME (in full) \_\_\_\_\_ MOBILE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

IF TRUSTEE - NAME OF TRUST: \_\_\_\_\_

### TRADING TERMS: 14 DAYS FROM END OF THE MONTH OF INVOICE

#### CONDITIONS OF SALE OF GOODS TO THE CUSTOMER:

1. Goods sold to the customer will remain vested in the supplier until all monies owing by the customer to the supplier have been paid in full.
2. The supplier shall have the right to retake goods where title of the goods has not passed to the customer
3. The Company acknowledges and agrees that invoices for goods and materials purchased shall be payable by the end of the month following such purchase and further agrees, if required, to pay interest calculated at 1.5% per month on overdue accounts.

### I/We offer the following trade references:

1. \_\_\_\_\_ PH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

2. \_\_\_\_\_ PH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

3. \_\_\_\_\_ PH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DIRECTOR/SECRETARY /OWNERSIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_



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**CREDIT APPLICATION**

**APPLICATION TO BE COMPLETED IN FULL**

**TO BE COMPLETED BY PARTNERSHIP/SOLE TRADER**

TRADING NAME: \_\_\_\_\_ A.B.N \_\_\_\_\_

TRADING ADDRESS: \_\_\_\_\_ POST CODE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ POST CODE: \_\_\_\_\_

REGISTERED BUSINESS NAME (If applicable): \_\_\_\_\_ A.B.N. \_\_\_\_\_

BUSINESS PH: \_\_\_\_\_ MOBILE PH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_ BUS.EST: \_\_\_\_\_ MONTHLY CREDIT REQUIRED: \$ \_\_\_\_\_

1. TRADER/S NAME/S (in full): \_\_\_\_\_ MOBILE PH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

DRIVERS LIC. NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

2. TRADER/S NAME/S (in full): \_\_\_\_\_ MOBILE PH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

DRIVERS LIC. NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

3. TRADER/S NAME/S (in full): \_\_\_\_\_ MOBILE PH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

DRIVERS LIC. NO: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

PREMISES: OWNED APPROX VALUE\$ \_\_\_\_\_ MTGE.DEBT (if any) \_\_\_\_\_ RENTAL IF LEASED: S \_\_\_\_\_

IF BUILDER - MEMBERSHIP NO: \_\_\_\_\_ H.I.A. \_\_\_\_\_ M.B.A . \_\_\_\_\_

**TRADING TERMS: 14 DAYS FROM END OF THE MONTH OF INVOICE**

**CONDITIONS OF SALE OF GOODS TO THE CUSTOMER:**

1. Goods sold to the customer will remain vested in the supplier until all monies owing by the customer to the supplier have been paid in full.
2. The supplier shall have the right to retake goods where title of the goods has not passed to the customer
3. The Company acknowledges and agrees that invoices for goods and materials purchased shall be payable by the end of the month following such purchase and further agrees, if required, to pay interest calculated at 1.5% per month on overdue accounts.

**I/We offer the following trade references:**

1. \_\_\_\_\_ PH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

2. \_\_\_\_\_ PH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

3. \_\_\_\_\_ PH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DIRECTOR/SECRETARY /OWNERSIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

# GUARANTEE

IN CONSIDERATION of FRANKSTON SAND SOIL & MINI-MIX CONCRETE PTY. LTD (A.C.C. 059 258 114) of 13 Amayla Crescent Carrum Downs (hereinafter called "the Company" which expression shall mean and include the Company and its successors assigns and legal representatives) having AT THE REQUEST (testified by their signing this Guarantee) of the person or persons whose names addresses and signature appears at the foot hereof (hereinafter called "the Guarantor" which expression shall be deemed to mean and include the Guarantor and in the case of joint and several Guarantors each of them and his/her or its representatives executors administrators successors and legal representatives as the case may require) AGREED TO SUPPLY to the applicant named and described in the within Application (hereinafter called "the principal debtor") goods on credit on the terms set out in the said Application such other terms as may subsequently be agreed upon the Guarantor DOES HEREBY agree and undertake to the Company as follows:

1. THAT the Guarantor will be answerable and responsible to the Company for and guarantee the due payment by the said principal debtor for all goods which the Company may from time to time supply to the principal debtor at the request of the principal debtor notwithstanding that the Guarantor shall not have notice of any neglect or omission on the part of the principal debtor to pay for any goods previously supplied according to the terms agreed upon between the Company and the principal debtor.
2. THE Guarantor will indemnify and keep indemnified the Company against all losses, damages, expenses and costs which may be sustained by the Company as a result of the principal debtor failing to pay the Company for any goods, materials or services provided by the Company to the principal debtor.
3. THIS Guarantee shall be a continuing guarantee to the Company for the full amount of all amounts whatsoever owing from time to time by the principal debtor to the Company and wheresoever contracted by the said principal debtor with the Company in respect of goods to be supplied by the Company to the principal debtor or in accordance with directions given by the principal debtor.
4. THE Company may at any time or times at its absolute discretion and without giving any notice whatsoever to the Guarantor refuse further credit or supplies of goods to the said principal debtor and grant to the principal debtor or to any drawers, acceptors or endorsers of any bill of exchange, promissory note or other security received by the Company from the principal debtor or on which it may be liable to the Company any time or other indulgence and compound with it or them respectively without discharging or impairing the liability of the Guarantor under the Guarantee.
5. THIS Guarantee shall be enforceable against the Guarantor or his assigns notwithstanding that any negotiable or other securities referred to herein or to which is shall extend or be applicable shall at the time of demand being made on or proceedings being taken against the Guarantor under this Guarantee be outstanding or in circulation.
6. THIS Guarantee shall at the option of the Guarantor be revocable at any time as to future transactions by one month's notice in writing given to the Company by the Guarantor or its assigns and the inability of the Guarantor hereunder shall cease and determine as from the expiration of such notice but only as regards any liability incurred by the principal debtor thereafter.
7. IN order to give full effect to the provisions of this Guarantee the Guarantor doth hereby acknowledge that the Company shall be at liberty to act as though the Guarantor were the principal debtor and the Guarantor hereby waives all rights inconsistent with such provisions and which it might otherwise as Guarantor be entitled to claim and enforce.
8. FOR the purposes of this agreement any account settled and stated by the Company shall be prima facie evidence of all matters therein stated.
9. THIS Guarantee shall not be determined or in any way prejudiced by but is to continue to be binding upon the Guarantor notwithstanding any change which shall or may be made whether by death or otherwise in the principal debtor (if a partnership or firm) or in the person or persons now or hereafter constituting the said partnership or firm and notwithstanding the incorporation of the said partnership or firm and notwithstanding also (if the principal debtor is a corporation) its amalgamation with or its absorption of or by any other corporation.
10. IN this Guarantee where the context shall so require or admit words importing the singular shall be deemed and taken to include the plural and the plural the singular and the word "person" shall mean and include a corporation and the expression "Guarantors" shall in the case of a sole individual Guarantor include his/her personal representatives and In the case of more than one individual Guarantor shall mean and include all the Guarantors jointly and each of them severally and their respective personal representatives and in the case of a corporation Guarantor shall include its successors and assigns and any reference to personal representatives shall refer also to the liquidator or official manager of a corporation.

DATED ..... the day of ..... 20 .....

## GUARANTORS

Signature: ..... Witness Signature: .....  
Print Name: ..... Print Name: .....  
Address: ..... Address: .....  
..... Postcode ..... Postcode .....

## GUARANTORS

Signature: ..... Witness Signature: .....  
Print Name: ..... Print Name: .....  
Address: ..... Address: .....  
..... Postcode ..... Postcode .....

## ACKNOWLEDGEMENT AND AUTHORISATION:

1. By signing this application below I/We agree to be bound by the Conditions in this document.
2. In accordance with the Private Act (1988), I/We authorise Frankston Sand Soil & Mini-Mix Concrete PTY. LTD (as defined in the Corporations Law), to exchange with credit providers, credit reporting agencies and credit providers named in reports as obtained through those agencies, information about me/our personal credit, commercial activities or commercial credit worthiness.
3. I/We state that the information provided by me/us is accurate, true and correct.
4. I/We confirm that I/We are authorised by the applicant to enter into this contract and bind the applicant to the supplier.

Dated this: ..... of ..... 20..... Name: .....

Position: ..... Signature: .....