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## CUSTOMER CREDIT APPLICATION

Application is hereby made by the Customer named below to establish a commercial credit account with **Hunter Cargo & Customs ("Company")**.

**Application by:** Individual  Company  Partnership  Sole trader

**Customer:** \_\_\_\_\_

**Trading as:**  
\_\_\_\_\_

**Registered business name:** \_\_\_\_\_

**ABN:** \_\_\_\_\_ **ACN:** \_\_\_\_\_

**Trading Address:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**Registered Office Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Nature of Business:**  
\_\_\_\_\_

Name of Directors/Partners	Residential Address	Telephone

**Trade References (must be an Authorised Credit Provider)**

Name	Telephone

**Maximum Credit Sought \$**

\_\_\_\_\_

**Estimated Monthly Credit Required \$** \_\_\_\_\_

**Contact Name for Accounts:**

\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## **ACKNOWLEDGMENT OF TERMS**

### **1. Application**

- 1.1** The Customer is applying for a commercial credit account ("**Account**").
- 1.2** The Customer declares that all information provided in this application is true and correct and that no relevant information in regard to the credit worthiness has been withheld.
- 1.3** The Customer agrees to provide current financial information if requested for assessment of this application.
- 1.4** The Customer has been provided copies of, has read and agrees to be bound by these terms and conditions and the Trading Conditions of the Company as amended from time to time.
- 1.5** The Customer acknowledges that the Company may amend these terms and conditions and its Trading Conditions by notice to the Customer. Any such notice will be taken to have been received by the Customer 2 days after posting by the Company. All services provided after receipt of that notice will be subject to the amended terms and conditions and/or Trading Conditions.

### **2. Personal Property Securities Act 2009 (Cth)**

- 2.1** For the purposes of this **clause 2**, the following definitions apply:
  - (a) "**Goods**" has the same meaning as under the Trading Conditions;

(b) **"PPSA"** means the *Personal Property Securities Act 2009* (Cth); and

(c) **"Security Interest"** has the same meaning as under the PPS Act.

**2.2** The Customer acknowledges that it has granted the Company a Security Interest for the purposes of the PPSA in respect of the Goods, which is covered by the Trading Conditions.

### **3. Privacy Act 1988 (Cth)**

**3.1** The Customer acknowledges that it has been informed of the following by the Company:

(a) that personal information about the Customer may be acquired from a credit reporting agency; and

(b) that personal information about the Customer may be disclosed by the Company to a credit reporting agency.

**3.2** The Customer agrees to the Company:

(a) receiving from any credit provider, or providing to any credit provider, any credit information whether by way of report record or otherwise relating to credit worthiness for the purposes exchange of information, assessing credit worthiness or notification of default at any time whether now or in the future;

(b) obtaining from any credit reporting agency a credit report on the Customer for the purposes of assessing this credit application and the Customer further consents to The Company obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision; and

(c) obtaining from a business which provides credit information a report or information in relation to the Customer's commercial credit worthiness or commercial dealings and using such information for the purposes of this application for credit.

**3.3** The Customer agrees that in the event of default of payment of the Customer's debts, the Company may disclose all information relating to its account to a collection agency for the purpose of receiving any or all amounts outstanding.

### **4. Payment**

**4.1** The Customer agrees that services purchased will be paid within **30** days of the date of an invoice.

**4.2** The Customer agrees that if the Customer fails to pay on time, in addition to its rights under the Trading Conditions, the Company may:

- (a) charge a dishonour handling fee at the rate advised by the Company from time to time, where we are unable to obtain payment from your credit card provider or a cheque payment is dishonoured; and
- (b) recover all collection cost and expenses incurred in collecting overdue accounts.

Any forbearance by the Company taking any of the actions set out in **subclause 4.2** does not constitute a waiver of our right to do so in the future.

**4.3** Interest is payable on all overdue accounts from the due date until paid. Interest is to be calculated in accordance with the **National Australia Bank** Excess Drawing Interest Rate as at the invoice date, with such interest to be capitalised monthly.

## **5. Acts of Default**

If the Customer:

- (a) fails to pay for any services on the due date; or
- (b) otherwise breaches these terms and conditions or the Trading Conditions and fails to rectify such breach within 7 days notice; or
- (c) commits an act of bankruptcy; or
- (d) allows a trustee in bankruptcy or receiver and manager to be appointed to it or any of its property; or
- (e) is a company; and
  - (1) proceedings are commenced to wind it up or any of its subsidiaries;Or
  - (2) a controller, receiver, administrator, liquidator or similar officer is appointed to it or in respect of any part of its property;

then the Company reserves the right to terminate the Account.

## **6. Recovery Proceedings**

**6.1** The Company reserves the right to commence recovery proceedings in the event that invoiced payments are not made in full within the time stipulated within an invoice statement.

**6.2** The Customer acknowledges and agrees that if the Company commences any recovery action against the Customer, the Customer will be liable for any and all legal costs as well as any associated costs and expenses incurred by the Company in relation to the recovery of the unpaid invoice on a full indemnity basis.

## **7. Guarantee, Undertaking and Indemnity**

**7.1** If the Customer is a company, the directors and shareholders of that company agree to enter into any guarantees or securities required by the Company to secure the provision of the services on credit and to pay for all legal costs, stamp duty or other expenses incurred in the preparation of, or enforcement of, such guarantees or securities.

**7.2** For the purpose of **subclause 7.1**, the Customer will ensure that its directors and shareholders will sign any documents required by the Company to evidence and confirm any guarantees or securities in the form of the Guarantor's Agreement annexed to these terms and conditions.

## **8. Credit Limit**

The Customer agrees to accept the credit limit allocated by the Company and that the Account may be withdrawn or altered at any time without notice.

## **9. Cessation of Supply**

The provision of services by the Company to the Customer is always conditional upon it being satisfied of the Customer's ability to pay and comply with these terms and conditions and the Trading Conditions. If the Company ceases to be so satisfied it may suspend and/or terminate the supply of services and shall not be liable in any way for any claim, damage, expense or cost suffered by the Customer.

## **10. Termination**

If the Credit Application is terminated pursuant to **clauses 5** or **8** of these terms and conditions or pursuant to any other legal right, all amounts provided on credit become immediately due and payable and treated as an overdue account for the purpose of these terms and conditions.

## **11. Severance**

Should any part of these terms and conditions be held to be void or unlawful, these terms and conditions are to be read and enforced as if the unlawful provisions have been deleted.

## **12. GST**

In this Agreement, "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("**GST Act**") and the terms used have the meanings as defined in the GST Act. The Company will issue the Customer with a tax invoice in relation to the supply of services which includes GST in a form which complies with the GST Act and the regulations made under the GST Act.

## **13. Inconsistency**

Where there is an inconsistency between the terms and conditions of the Trading Conditions, the Authority, any fee quotation estimate or agreement and these terms and conditions, the relevant documents shall be construed in the following order of priority:

- (a) this Customer Credit Application;
- (b) the Trading Conditions;
- (c) any authority provided by the Customer in favour of the Company;
- (d) any fee quotation estimate or agreement.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Individual/company/partnership/sole trader: \_\_\_\_\_

Date: \_\_\_\_\_

(Office Use only)

Application received by:	Date:
Credit references checked by:	Date:
Application approved/declined:	Date:
Applicant advised:	Date: