



## CREDIT APPLICATION

**Please PRINT, COMPLETE IN FULL and return the original direct to our Head Office (Photocopy and facsimile not accepted, Email will be accepted for processing prior to receipt of original by post)**

### **APPLICANT (hereinafter called the "Applicant")**

Trading Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Trading Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ Post Code: \_\_\_\_\_  
 Registered Company Name (if applicable): \_\_\_\_\_ ABN: \_\_\_\_\_  
 Registered Company Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Company Directors/Partnership/Sole Trader**

If applicant is a company, provide full details as required of directors.  
If applicant is a partnership or sole trader, provide the same information for proprietors.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
 D/Licence: \_\_\_\_\_ Date Appointed: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
 D/Licence: \_\_\_\_\_ Date Appointed: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
 D/Licence: \_\_\_\_\_ Date Appointed: \_\_\_\_\_ Phone: \_\_\_\_\_

List Parent & Related Companies: \_\_\_\_\_

### **Details of Business**

Nature of Business: \_\_\_\_\_ Date Commenced: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Business Contact (ie. For payments): \_\_\_\_\_  
 Email Address of Business Contact: \_\_\_\_\_  
 Premises Owned or Leased: \_\_\_\_\_

Has the applicant or any of its Directors or Partners been declared insolvent in any way?  
(Liquidation, Receiver, Administrator, Bankruptcy Part X etc) Yes No

If yes, details: \_\_\_\_\_

### **Contacts/References**

Banker: \_\_\_\_\_ Branch: \_\_\_\_\_ No Years: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Bank Contact: \_\_\_\_\_ Position: \_\_\_\_\_  
 Landlord (if renting premises): \_\_\_\_\_ Phone: \_\_\_\_\_

**Trading References (Major Creditors) – At least THREE (3) references required**

| Creditor: | Avg. Monthly Purchases | Phone: | Fax:  |
|-----------|------------------------|--------|-------|
| _____     | _____                  | _____  | _____ |
| _____     | _____                  | _____  | _____ |
| _____     | _____                  | _____  | _____ |
| _____     | _____                  | _____  | _____ |
| _____     | _____                  | _____  | _____ |

**Any Other Supporting Information**

---

.....  
.....  
.....  
.....  
.....  
.....

.....  
Applicant – Sign Here

.....  
Print Name

.....  
Position

...../...../.....  
Date signed

[This Application must be signed by the sole trader, or, by a partner in the partnership; or where the Applicant is a company, by a person duly authorised to sign on behalf of the company].

By signing this Credit Application, the Applicant:

1. Acknowledges that all information provided in this Credit Application is correct.
2. Acknowledges receipt of the Bord Products Pty Ltd Terms and Conditions of Sale and agree that all goods and services supplied by Bord Products Pty Ltd to the Applicant will be supplied on those terms and conditions.

**NOTICE OF DISCLOSURE**

The following information should be carefully read and understood by the applicant for credit.

- 1. Under section 18E(8)(c) of the Privacy Act Bord Products Pty Ltd is allowed to give a credit reporting agency personal information about my credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:
(a) identity particulars;
(b) the amount of the credit applied for;
(c) the fact that Bord Products Pty Ltd is now a current credit provider to you;
(d) payments which become overdue and for which collection action has commenced;
(e) advice that payments are no longer overdue;
(f) cheques drawn by you which have been dishonoured more than once;
(g) in specific circumstances and in the opinion of Bord Products Pty Ltd you have committed a serious credit infringement;
(h) the credit provided to you by Bord Products Pty Ltd has been paid or otherwise discharged.

In addition, the following access to credit information is authorised on the conditions as follows and as are appropriate to the credit sought.

- 2. If Bord Products Pty Ltd considers it relevant to assessing my/our application for business credit, I/we agree to Bord Products Pty Ltd obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the credit worthiness of persons.

OR

If Bord Products Pty Ltd considers it relevant to assessing my/our application for personal credit, I/we agree to Bord Products Pty Ltd obtaining from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by Bord Products Pty Ltd.

- 3. Guarantor agreement (Section 18K(1)(c) Privacy Act 1988)

I/we agree that Bord Products Pty Ltd may seek from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for or provided to the borrower:

.....

I/we agree that if Bord Products Pty Ltd approves the borrower's application for credit this agreement remains in force until the credit facility covered by the borrower's application ceases.

- 4. Agreement that Bord Products Pty Ltd may use a credit report about me for collecting overdue payments (Section 18K(1)(h) Privacy Act 1988)

If Bord Products Pty Ltd considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I/we agree to Bord Products Pty Ltd receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

- 5. Agreement to Bord Products Pty Ltd seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N(1)(b) Privacy Act 1988)

I/we agree that Bord Products Pty Ltd may give to and seek from other credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information may include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

- 6. By signing this Credit Application, the Applicant:

Acknowledges that all information provided in this Credit Application is correct

Acknowledges receipt of the Bord Products Pty Ltd Terms and Conditions of Sale and agree that all goods and services supplied by Bord Products Pty Ltd to the Applicant will be supplied on those terms and conditions.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE CLAUSES.

Signature of Applicant: ..... Date: .....

**Personal Guarantee**

**IN CONSIDERATION OF BORD PRODUCTS PTY LTD ACN 169 711 086** of 15-21 Onslow Avenue in the State of Victoria (hereinafter called "the Company") giving credit to the Applicant (as defined above) for goods supplied or on any account whatsoever, we:

.....of.....  
**(Name)** **(Address)**

.....of.....  
**(Name)** **(Address)**

(hereinafter called "the Guarantor" and where there is more than one person comprising the Guarantor the expression "Guarantor" shall mean each of those persons jointly and severally) hereby guarantee:

The payment of all sums of money, interest and damages for which the Customer may now or hereafter be indebted or liable or contingently indebted or liable to the Company on any account whatsoever and the due prompt observance and performance of all obligations terms and conditions on the part of the customer to be performed or observed under pursuant to or in connection with any present or future agreement or arrangement between the Company (whether alone or jointly with any other person, firm or corporation) and the Customer (hereinafter called "the Guaranteed Obligations").

1. This guarantee and the rights and remedies of the Company against the Guarantor shall not in any way be prejudiced, negated or reduced by:
  - (a) any extension of time for payment of any other indulgence granted by the Company to the Applicant or to any Guarantor hereunder;
  - (b) the fact that the Guaranteed Obligations or any part thereof may not be recoverable for whatsoever reason including but not by way of limitation the insolvency of the Customer or that the Customer may be discharged from all or any part of its obligations for any reason other than that payment has been made.
  - (c) the release by the Company of one or more persons comprising the Guarantor of their obligations under this Guarantee and such release shall not act as a release of the other co-Guarantors of their obligations under this guarantee.
2. The liability of the Guarantor hereunder shall, where the Guarantor is comprised of more than one person, be joint and several and the liability of any person who has executed this Guarantee shall be binding notwithstanding that another person has failed to execute the Guarantee or has ceased to be bound by it or being incapable of giving this Guarantee.
3. This Guarantee shall be a continuing guarantee for the purpose of securing the payment of the whole of the Guaranteed Obligations notwithstanding any partial payment.
4. The Guarantor hereby grants to the Company a Charge over all their right title and interest in all and any real property now held by them or acquired by them in the future such Charge to secure their obligations under this Guarantee.
5. Pursuant to the Privacy Act 1988 the Guarantor consents to Bord Products Pty Ltd inquiring as to the Guarantor's credit worthiness and obtaining a report on such credit worthiness. The Guarantor agrees that such inquiries and such reports may cover commercial activities or commercial credit worthiness, information on their credit worthiness, credit standing, credit history or credit capacity and may contain personal information about them for the purpose of assessing the Guarantor's agreement to act as Guarantor in relation to credit provided by Bord Products Pty Ltd to a third party.
6. The Guarantor agrees that Bord Products Pty Ltd may receive reports from a Credit Reporting Agency containing personal information about them in relation to or for the purpose of collecting overdue payments and they give to and seek from any credit providers named in the Credit Application or named in any report obtained on them from a Credit Reporting Agency information about the Guarantor's credit arrangements which information may include personal information and information on credit worthiness, standing, history or capacity.
7. The Guarantor certifies that the information provided in this Application is true correct and that there are no other facts which would be material in the Company's decision whether or not to accept this Application.
8. The Guarantor warrants to the Company, and agree on behalf of the Applicant that:
  - (a) The Company retains the unfettered right to refuse credit to the Applicant, and or to withdraw at any time and without further notice any credit facilities granted to the Applicant;
  - (b) The Guarantors are authorised to sign on behalf of, and to legally bind the Applicant; and
9. The Guarantors agree that the Applicant will be bound by the Company's Terms.
10. This Guarantee shall be governed by the Laws of the State of Victoria and the Guarantor hereby irrevocably submits to the jurisdiction of the Courts of that State.

**EXECUTED AS A DEED**

**DATED the ..... day of ..... 201 .....**

**EXECUTED** by the **GUARANTOR**:

.....  
Name of Guarantor (1)

.....  
Name of Guarantor (2)

.....  
Signature of Guarantor (1)

.....  
Signature of Guarantor (2)

.....  
Name of Witness

.....  
Name of Witness

.....  
Signature of Witness

.....  
Signature of Witness