



## CREDIT APPLICATION AND TERMS OF TRADING AGREEMENT INCORPORATING PERSONAL GUARANTEES

This agreement made the \_\_\_ day of \_\_\_\_\_ 200\_\_

between: PhoneControl Australia, Level 1, 251-257 Hay Street, Perth WA 6004 (The Supplier)

and : \_\_\_\_\_ ( The Customer )

whereas,

- (a) The Customer is desirous of establishing a credit trading account with the Supplier and pursuant to its desire to establish a credit trading account has submitted to the Supplier the information as set out in the attached Schedule 1 – Customer Information;
- (b) The Customer and the Supplier agree that in the event of the Supplier granting to the Customer a credit trading account then that credit trading account will be on the terms and conditions of trading as set out in the attached Schedule 2 – Terms of Trading.

The Customer and signatories appearing below hereby acknowledge receipt of a copy of the complete Agreement including both Schedules and upon acceptance by the Supplier by way of written notice agree to be bound by the terms of this Agreement incorporating Personal Guarantees.

### Signatures ( of Sole Trader, Individual, Partners or Incorporated Body Guarantors )

1. Signatories Name \_\_\_\_\_ Signature \_\_\_\_\_

2. Signatories Name \_\_\_\_\_ Signature \_\_\_\_\_

### Company Applications

The Common Seal of \_\_\_\_\_ was hereunto affixed by the authority of the Board of Directors this \_\_\_ day of \_\_\_\_\_ 200\_\_ in the presence of

Director (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_

Director/Secretary (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_

### PhoneControl use only

Approved / Not Approved by \_\_\_\_\_ Date: \_\_\_\_\_ 200\_\_



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### Schedule 1 – Customer Information

Business Trading Name \_\_\_\_\_

Company Name \_\_\_\_\_

Trading Address \_\_\_\_\_

Invoicing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Contact person \_\_\_\_\_

Is the Applicant a Trustee for any Trust? Yes / No \_\_\_\_\_  
( If yes, please state full name of Trustee  
and please state full name of Trust ) \_\_\_\_\_

### Person Authorising payments

Name of person \_\_\_\_\_

Function \_\_\_\_\_ Phone \_\_\_\_\_

### Personal Details of Partners or Directors

1. Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ Home Phone No. \_\_\_\_\_

2. Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ Home Phone No. \_\_\_\_\_

### Trade References

(Companies with whom the applicant is currently trading. Do not list financial institutions. )

Business Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_

Business Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_

### Bank Details

Name of Bank \_\_\_\_\_ Branch \_\_\_\_\_

Address \_\_\_\_\_

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**Schedule 2 - Terms of Trading**

- (1) For the purpose of this document the word 'GOODS' shall mean all goods and chattels, all services, all charges for work and labour hire done, hire charges, fees, repairs, materials and insurance charges of whatsoever nature associated with the supply and manufacture, installation, configuration, testing, construction or the repair of the goods and services supplied to the Customer and all the terms and conditions shall related to any charge herein imposed by the Supplier to the Customer.
- (2) The Customer hereby warrants that the information comprised in Schedule 1 hereto is correct and is supplied for the purpose of obtaining a credit trading account with the Supplier and the Customer further warrants that the signatures appearing on this agreement are duly authorised by the Customer to apply for a credit trading account and to execute this document.
- (3) The parties agree that in the event of the Supplier prior to approving a credit trading account grant to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver by the Supplier of any of the terms of this Agreement nor be construed or be taken either directly or indirectly or by implication as a granting by the Supplier of a credit trading account to the Customer and no credit trading account shall be granted unless the Customer is advised by the Supplier in writing.
- (4) In the event of the Supplier granting a credit trading account to the Customer then:
  - (a) Payment of all accounts is required by the due date, being a date stipulated by the Supplier.
  - (b) Should the Customer default in the payment of any monies due under the Agreement then a late payment fee of \$ 25.00 will be charged to the Customer and all monies due to the Supplier shall immediately become due and payment shall be made by the Customer within seven (7) days of the date of such a demand.
  - (c) All over due accounts not paid within sixty (60) days after the invoice date will be handed over to a debt collection agency and the Supplier shall be entitled to charge 12% interest ( 1% per month ) on all overdue accounts from the due date until the date of actual payment.
  - (d) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies from the customer, including debt collection agency fees and solicitors costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency or solicitor.
  - (e) The Supplier may at any time or from time to time without assigning any reason therefor refuse to extend any further credit to the Customer and that its granting of a credit trading account does not require the Supplier to extend to the Customer any particular amount of credit.
  - (f) The Supplier at its discretion shall be entitled without notice to terminate any credit trading account granted.
- (5) The Customer hereby acknowledges that the goods supplied by the Supplier shall remain the property of the Supplier until the Supplier receives payment for same. The Supplier hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the Terms of Trading detailed herein. In the event of the Customer defaulting in any of the Terms of Trading contained herein, including the payment of monies due under these Terms of trading, then the Supplier shall have the right, without giving notice, to take possession of the goods. The Customer agrees that the Supplier shall be entitled but not obliged to sell any goods possession of which is retaken by the Supplier pursuant to these Terms.
- (6) The Customer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed change and the Customer shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged in writing acceptance of the intending change, alteration or addition.
- (7) In consideration of the Supplier at the request of the Customer agreeing to grant a Credit Trading Account to the Customer, the signatories to this agreement do jointly and severally irrevocably guarantee, by way of continuing security, the payment to the Supplier by the Customer of all monies owed or at any time in the future owing in respect to goods sold or services rendered to it by the Supplier. And the signatories to this agreement jointly and severally agree to be bound by the Terms of Trading contained herein and declare that the Supplier may make claim against the signatories to this agreement as if the signatories to this agreement were the principal debtors and not guarantors or sureties of the Customer.
- (8) The signatories to this agreement hereby authorise the Supplier to carry out credit checks and to obtain credit reports in respect of their credit worthiness.
- (9) If the Customer is the Trustee of a Trust then the Customer and guarantors ( if any) acknowledge that the Trustee shall be liable for the account and that in addition the assets of the trust shall be available to meet payment of the account.



**PhoneControl Australia**

**Level 1, 251-257 Hay St,  
East Perth, WA, 6004**

**ABN: 28 099 916 739**

**Sales: 1300 655 635  
Support: 1300 655 625  
Facsimile: 08 9223 9321**

**Web: [www.phonecontrol.com.au](http://www.phonecontrol.com.au)  
Email: [sales@phonecontrol.com.au](mailto:sales@phonecontrol.com.au)**