

APPLICATION FOR CREDIT ACCOUNT

This application is for a credit account to be provided by CONWAY fish trading, ("CONWAY"), and the applicant whose details appear below.

Type of account sought:

WEEKLY ACCOUNT – PAYMENT DUE WITHIN 7 DAYS FROM THE END OF THE PREVIOUS WEEK'S PURCHASE
C.O.D. ACCOUNT – PAYMENT ON RECEIPT OF GOODS

The Applicant(s) Business/Trading Name:

Telephone No: Fax No: Mobile No: Home No:

Business/Delivery Address:

Post Code:

Postal Address:

Post Code:

Registered company name: (If applicable)

A.C.N. No:

A.B.N. No:

Corporate Structure: (Tick appropriate box)

Public Company Partnership Incorporated Body
Proprietary Limited Sole Trader Trustee

Applicants financial details. Business Premises:

Owned Leased Date Business Commenced:

Bank: Branch: Account No:

Trade/Business references

1)
2)
3)

CREDIT LIMIT APPLIED FOR \$

Full names and addresses of proprietors/directors/partners

Name:

Date of Birth:

Address:

Drivers License:

Name:

Date of Birth:

Address:

Drivers License:

GUARANTEE (To be completed where applicant is a company)

In consideration of the provision of credit and the sale of goods and services to the customer I/we, being Director/s or other authorised officer/s of the customer named in the application for credit herein, hereby agree, by the execution of this application on behalf of the customer, to Guarantee to Goulas Nominees Pty Ltd t/as Conway Fish Trading the due and punctual payment and performance by the customer of all moneys terms and conditions contained in these terms of trade to be paid observed and performed and I/we acknowledge that I/we shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the customer under these terms of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor.

I/We charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and Leasehold in land, which I/we now have, or during the currency of this agreement may acquire.

I/We acknowledge that the information provided within this application has been read and understood by me/us, and I/we agree to be bound by the terms and conditions printed on the back of this application. I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

Signature:

Name:

Date:

Signature:

Name:

Date:

Terms and Conditions

1. Conway may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider information about my/our credit arrangement and I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
2. The applicant(s) must inform Conway in writing within seven (7) days of any change of his/her their business or corporate structure.
3. Conway reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.
4. All contracts between Conway and the Applicant shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria.
5. Conway reserves the following rights in relation to any goods provided to the applicant by Conway, until all accounts owed by the Applicant to Conway are fully paid:
 - (1) legal ownership of the goods;
 - (2) to enter the Applicants premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
 - (3) to keep or resell any goods repossessed pursuant to (2) above;If the goods are resold, or products manufactured using the goods are sold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of Conway and shall pay such amount to Conway upon request. Notwithstanding the provisions above Conway shall be entitled to maintain an action against the Applicant for the purchase price and the risk of the goods shall pass to the Applicant upon delivery.
6. I/We acknowledge that if the account is overdue, Conway at its discretion, reserves the right to charge additional administrative fees to cover dishonoured cheques, copies of invoices and statements, reconciling the account, transport costs to collect funds, and I/We agree to be responsible to meet all reasonable additional costs.
7. I/We acknowledge that if the account is overdue Conway at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection and I/we agree to be responsible to meet all reasonable costs and Commissions incurred in employing the said mercantile agent to collect the overdue account.
8. I/We acknowledge and agree that the terms of payment are in accordance with our agreement, and in the event the account becomes overdue, Conway reserves the right to charge interest in accordance with the Penalty Interest Rates Act 1983.
9. No claims or returns valid unless notified in writing to our office within 24 hours of delivery of goods.

Office Use Only:

Signature:

Accounts Receivable

Name:

Date:

Signature:

Approved Credit Provider

Name:

Date: