



for the best price on earth

The Recom Group Trust T/A Western Landscape Supplies

118 Bowhill Rd, Willawong, QLD, 4110

PO Box 430 Browns Plains, Qld Australia.4118

Tel: Office: (07) 3372 8380

Email: accounts@westernlandscape.com.au

ABN: 90 156 273 086

CREDIT APPLICATION FORM

PARTNERSHIPS OR SOLE TRADERS

FULL NAMES AND ADDRESSES OF ALL PARTNERS OR SOLE TRADERS:

ABN: _____

TRADING NAME IF APPLICABLE: _____

COMPANY

COMPANY NAME: _____

ACN: _____ ABN: _____

TRADING NAME IF APPLICABLE: _____

NAMES AND ADDRESSES OF ALL DIRECTORS: _____

ALL APPLICANTS

TELEPHONE NUMBER: _____ MOBILE NUMBER: _____

REGISTERED OFFICE ADDRESS: _____

EMAIL ADDRESS FOR INVOICING: _____

APPROXIMATE CREDIT LIMIT REQUIRED PER MONTH: _____

NAME OF PERSON TO CONTACT FOR ACCOUNTS: _____

TRADE REFERENCES:

COMPANY NAME	AVERAGE \$ PER MONTH	CONTACT	PHONE NUMBER
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

AUTHORISED SIGNATURE: _____

On approval of credit the applicants and guarantors agree to be bound by the attached Standard Conditions of Sale and Guarantee and Indemnity.

Office use only approved / disapproved by..... date.....

STANDARD CONDITIONS OF SALE

1. Approval for credit will be issued in writing to the applicant. Western Landscape Supplies reserve the right, at any time, and without giving a reason, to withdraw 'approved account' status.
2. The applicant must remit payment to Western Landscape Supplies for all goods supplied within 30 days end of month of invoice date. The applicant must pay goods and service tax payable in relation to the supply of these goods at the same time.
3. Failure to remit within the 30 days end of month, the applicants credit status will automatically be revoked until outstanding payments are received.
4. The applicant agrees to pay any costs and expenses incurred, including solicitors costs on a full indemnity basis, in connection with the recovery or attempted recovery of any money owed to Western Landscape Supplies.
5. Western Landscape Supplies will charge interest at the rate of 2% monthly on overdue accounts. Interest accrues daily until outstanding amounts and interest accrued is paid in full.
6. Western Landscape Supplies are not liable for any delay in delivery, or any non-delivery that results from any cause beyond our control, including but not limited to, our suppliers not being able to supply products.
7. The applicant authorises Western Landscape Supplies to obtain credit information from and to give credit information to credit reporting agencies and to use credit information to the extent permitted by the provisions of the Privacy Act (where applicable). The applicant acknowledges that such information may include personal credit information regarding the applicant to the extent such information is relevant to assessing this application and monitoring the ongoing provision of credit.
8. The applicant agrees with Western Landscape Supplies as a condition of Western Landscape Supplies selling goods to the applicant on credit that the applicant will not own the goods until it has paid Western Landscape Supplies all monies owed by the applicant to Western Landscape Supplies, both for the particular goods and for any other account, even though Western Landscape Supplies has delivered the goods to the applicant.

GUARANTEE & INDEMNITY

9. Each person designated in the signing section of this document as a guarantor ("Guarantor") has requested Western Landscape Supplies to supply, or to continue to supply goods and/or services to the applicant.....and Western Landscape Supplies does so in consideration of this guarantee and indemnity.
10. Each Guarantor separately guarantees to Western Landscape Supplies prompt performance of all the applicants' obligations to pay for all goods and/or services rendered. Western Landscape Supplies may instigate legal action against the Guarantor for any monies owed by the applicant as a liquidated debt (including interest under clause 5 of the standard conditions of sale).
11. In addition to the guarantors' liability under paragraph 10, each guarantor indemnifies Western Landscape Supplies against loss suffered by it in connection with Western Landscape Supplies supply of goods or services to the applicant.
12. The Guarantors liability under paragraph 10 and 11 is not affected by:
 - I. An absolute or partial release of the applicant or any guarantor or a compromise with the applicant and/or guarantor;
 - II. Variation or termination of the supply agreement;
 - III. The fact that the supply agreement is wholly or partially void, voidable or unenforceable;
 - IV. Non-execution of this guarantee and indemnity by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the guarantors;
 - V. The fact that a demand to the guarantors has not been made.
13. The liability of any Guarantor is not discharged by a payment to Western Landscape Supplies which is later avoided by law. If this happens, Western Landscape Supplies and the applicant and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

14. Until Western Landscape Supplies has received all money payable to it by the applicant:

- I. No Guarantor may prove or claim in any liquidation, bankruptcy, composition arrangement or assignment for the benefit of creditors and;
- II. Each Guarantor must hold any claim it has and any dividend it receives on trust for Western Landscape Supplies.

15. Western Landscape Supplies may, at any time, at its discretion and without notice to the Guarantor, refuse further credit or supply of goods or services to the applicant, without affecting the Guarantors liability to Western Landscape Supplies under this guaranatee and indemnity.

16. Each Guarantor acknowledges and agrees that Western Landscape Supplies may act as though he or she was the principle debtor, and therefore waives any rights as surety that may be inconsistent with any of the terms of the Guarantee and indemnity.

SIGNATURE OF SOLE TRADERS / PARTNERSHIP

Dated this.....day of.....20.....

Dated this.....day of.....20.....

Name.....

Name.....

Address.....

Address.....

.....

.....

Signature.....

Signature.....

Witness.....

Witness.....

SIGNATURE OF COMPANY DIRECTORS

Dated this.....day of.....20.....

Dated this.....day of.....20.....

.....
Signature – Director

.....
Signature - Director

.....
Full Name (Print)

.....
Full Name (Print)

Witness.....

Witness.....

**EXECUTED AS A DEED BY
THE APPLICANT
COMPANY**)

Director _____

A.C.N.)

Print Full Name _____

In accordance with its)

Director / Secretary _____

Constitution and pursuant to)

Print Full Name _____

The provisions of Section 127)

OR:

of the Corporations Act 2001)

Sole Director _____

in the presence of:)

.....
Witness (who warrants that he/she is not a party of this deed or named herein)

Full Name of Witness.....

Full address of Witnes.....