

CREDIT APPLICATION FORM

Russell Curtis & Janes Advertising Pty Ltd
ABN 15 005 856 575 and its related Bodies Corporate

RUSSELL CURTIS & JANES

ADVERTISING (VIC) PTY LTD

INC. IN 1965

Section 1 – APPLICANT DETAILS

Contact Name:	Contact Position:		
Business Type:	<input type="radio"/> Company	<input type="radio"/> Sole proprietor	<input type="radio"/> Partnership
Name (Company Name/Partnership/Sole Trader):			
Trading Name (Registered Business Name):			
ABN or ACN:			
Nature of Business:		No. of Years Trading:	
Principal Place of Business:	State	Postcode	
Postal Address (if different):	State	Postcode	
Telephone:	Fax:		
Mobile:	Email:		

Sole Trader, Partner or Director Details

Name of Sole Trader Partners or Directors	Telephone
1.	
2.	
3.	
4.	

Credit Amount and Bank Details

Expected Expenditure:	Monthly: \$	Annual: \$
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Section 2 – TRADE REFERENCES (3 REQUIRED)

Company Name	Contact Person	Telephone
1.		
2.		
3.		

Section 3 – CREDIT TERMS AND CONDITIONS

1. Definitions and Interpretation

Company means Russell Curtis & Janes Advertising Pty Ltd (ACN 005 856 575) or a related body corporate.

Conditions means these Credit Terms and Conditions and the Terms and Conditions published on our website.

Customer means the party making this Credit Application.

2. Privacy

- By agreeing to these Conditions, you agree that the Company may seek from a credit reporting body, 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 Customer.
- Under s18E(c) of the *Privacy Act* the Company may provide to a credit reporting bodies certain Personal Information about you in relation to your Credit Application. Those credit reporting bodies may include the information provided to them by the Company in reports that they provide to other credit providers to assist them in assessing your credit worthiness. If you fail to meet your

payment obligations to us in relation to your Credit Application, or if you commit a serious credit infringement in relation to the credit provided by the company, we may be entitled to disclose this information to credit reporting bodies.

- c) If the Company considers it relevant to assessing your application for personal credit, you agree to the Company obtaining a report about your commercial activities or commercial credit worthiness from a Credit Reporting Business and agree to the Company obtaining a credit report containing personal credit information about you in relation to commercial credit provided by the company from a Credit Reporting Business.
- d) If the Company considers it relevant to collecting overdue payments in respect to commercial credit provided to me/us. I/we agree to the Company receiving from a Credit Reporting Body, a credit report containing personal information about me/us in relation to collecting overdue payments.

3. Customer Obligations

- a) These Conditions apply if the Company accepts an order for Goods or Services from the Customer, whether on credit or otherwise. Credit will be extended at the Company's sole discretion and the Company reserves the right at any time and for any reason to refuse to supply any further Goods or Services to the Customer. If the Company does decline to give the Customer further credit, this does not affect the terms which apply to any amounts then owing by the Customer to the Company.
- b) If the Customer fails to comply with any of these Conditions or fails to meet any obligation to pay the Company when due, suffers an Insolvency Event or makes any misrepresentation to the Company, the balance of the Customer's account to the Company becomes immediately due and payable.
- c) The Customer agrees that it must:
 - i. Pay the price charged by the Company for any Goods or Services supplied to the Customer on performance or where credit terms are offered within 30 days from the date on which the goods or services were supplied or provided, or as agreed.
 - ii. Pay, upon request, any fee to register or maintain any security interest held by the Company in respect of Services supplied to the Customer.
 - iii. Advise the Company immediately of any Insolvency Event, change in ownership, control or trading name.

Section 4 – ACKNOWLEDGMENT

By signing this Credit Application, you hereby **acknowledge and agree** that the Customer is applying for a Credit Account with the Company and agrees to be bound by the Conditions and **warrants further** that:

- 1. it authorises the Company to place advertising on its behalf and note that the trading terms are strictly 30 days;
- 2. default of these terms can result in the immediate cancellation of credit and advertising;
- 3. it has read and understood these Credit Terms and those published on the Company's website;
- 4. all information provided to the Company is true, complete and correct and acknowledge that the Company will rely on the information in making a decision to grant the Credit Account.

Signatory

Witness

Print Name

Print
Name

Position

Address

Signature

Signature

Date / /

Date / /

Signatory

Witness

Print Name

Print
Name

Position

Address

Signature

Signature

Date / /

Date / /

PERSONAL GUARANTEE & INDEMNITY

Russell Curtis & Janes Advertising (Vic) Pty Ltd
ABN 15 005 856 575 and its related Bodies Corporate

RUSSELL CURTIS & JANES

ADVERTISING (VIC) PTY LTD

INC. IN 1965

Section 1 – GUARANTOR DETAILS

I/We, the Guarantor(s), _____
(insert Guarantor(s) name as applicable)
have requested the Company to supply, _____
(insert company name/partnership/sole trader)
trading as, _____
(insert registered business name)
(the “Customer”) of _____
(street address) (State) (Postcode)
with Goods & Services on Credit.

Should the Company elect to supply Goods or Services:

1. I/We unconditionally and irrevocably guarantee to the Company the due and punctual payment by the Customer to the Company all monies at any time actually or contingently owing to the Company by the Customer either alone, jointly or severally.
2. I/We indemnify the Company against all costs, losses and expense incurred as a result of any default by the Customer.
3. My/Our guarantee and indemnity herein is a continuing guarantee and will not be affected by:
 - a) the grant of any extension of time or indulgence to the Customer by the Company;
 - b) any variation to any terms of the Customer's account, even where this increased my/our liability under this Guarantee;
 - c) the release of any of the Guarantors, or if this Guarantee is or become unenforceable against any Guarantor;
 - d) any payment by the Customer being later avoided by law.
4. I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Company to the Customer and this Guarantee will extend to all liabilities from the Customer to the Company.
5. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 30 days following written notice of withdrawal being delivered to both the Company's registered office and addressed to a director of the Company at its principal place of business. The Guarantee will continue in force in respect of all liabilities incurred up to the date of the withdrawal.
6. As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of the Company.
7. Without limiting the generality of clause 6, I/we agree on request by the Company to execute any documents and do all things reasonably required by the Company to register a security over any Real Property. In the event that I/we fail to deliver the requested documents, I/we appoint the Company to be my/our lawful attorney for the purpose of executing and registering such documents and indemnify the Company (on an indemnity basis) against any costs and expenses incurred by the Company in connection with the preparation and registration of such documents.
8. I/We consent unconditionally to the Company lodging a caveat noting its interest in any Real Property.
9. I/We agree to advise the Company in writing of the occurrence of any Insolvency Event, any change in my/our legal name, ownership or control as soon as practicable and not later than within 3 business days of such event, change or step occurring.
10. If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator, I/we indemnify the Company against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding I/we have withdrawn from the Guarantee in accordance with clause 5.
11. If the Guarantor(s) is the trustee of a trust, the Guarantor(s) enters into this deed in both the Guarantor's personal capacity and as trustee of that trust.
12. The Company may at any time, and from time to time, proceed against any or all of the Guarantors in respect of their obligations at the Company's absolute discretion.
13. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not take any steps to recover or enforce a right or claim against the Customer relating to any sum paid to the Company.

NOTE: This is an important document, if you do not understand the terms outlined in clause 1-13 above, or the meaning of this document, you should seek independent legal advice prior to signing.

NOTE: The definitions in the Credit Application Terms and Conditions shall apply in this Guarantee, except “Real Property” shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly.

Section 2 – CERTIFICATE OF GUARANTEE (EXECUTED AS DEED)

By signing below as Guarantor(s), I/we certify that I/We understand the terms of this Guarantee. In particular, I/we understand that if the Customer fails to make any required payments to the Company, the Company may recover the amount of these payments from me/us personally. In that case, the Company may also, amongst other steps, take a charge or mortgage over any Real Property.

I/we certify that I/we have had the opportunity to seek independent legal advice in relation to the meaning and effect of this Guarantee.

Who must sign this deed?

Company: Where there is only one director for the company, then that director must sign. Where there are two or more directors for the company, then all directors of the company must sign.

Sole Traders: The individual.

Partnerships: All Partners of the Partnership must sign.

Signed as a Deed by:

Independent Witness *(not spouse or family member)*

Print Name	Print Name
Position	Address
Signature	Signature
Date / /	Date / /

Signed as a Deed by:

Independent Witness *(not spouse or family member)*

Print Name	Print Name
Position	Address
Signature	Signature
Date / /	Date / /

Signed as a Deed by:

Independent Witness *(not spouse or family member)*

Print Name	Print Name
Position	Address
Signature	Signature
Date / /	Date / /

Signed as a Deed by:

Independent Witness *(not spouse or family member)*

Print Name	Print Name
Position	Address
Signature	Signature
Date / /	Date / /

HOW TO USE THIS FORM

CREDIT APPLICATION FORM

Section 1 – Applicant Details

- Ensure that all sections of the form are filled out. For all applications, check that the ABN and business name are correct online at the Australian Business Register (<http://abr.business.gov.au>).
- Where the amount of credit sought is significant, or the applicant is likely to be a continuing customer, it is wise to conduct a full company search to confirm that the applicant details are correct.

Section 2 – Trade References

- Ensure that trade references are provided (and checked) prior to providing credit.
- If there are concerns about the independence or operating history of the trade references, company searches and director name searches may assist. Again, where the credit sought is significant, or the applicant is likely to be a continuing customer, it may be advisable to conduct searches in relation to trade references.

Section 4 – Acknowledgement

- Ensure that the acknowledgment has been properly signed and witnessed. The dates on both the signatory and witness boxes should match, and the printed names should be clearly legible.
- If the signatories are also providing a personal guarantee, ensure that the signatures match.

GUARANTEE AND INDEMNITY

Section 1 – Guarantor Details

- Ensure that this section is filled out correctly, and that the details match those provided in the Credit Application.
- The first box should read “I/We, the Guarantor(s), *Joe Bloggs and Mary Bloggs*, have requested the Company to supply *Joe+Mary Pty Ltd*, trading as *Mary’s Florist* (the “Customer”) of *100 Collins Street Melbourne, Victoria* with Goods and Services on Credit.”
- It is advisable to obtain a company search to ensure that the directors have all signed the guarantee and that the names and addresses are correctly stated.

Section 2 – Certificate of Guarantee

- Ensure that each signatory has signed and dated the form, and that it has been witnessed by an independent witness, not being a spouse or family member.
- If the Guarantors are the directors of a company, ensure that their signatures match those provided in the Credit Application.