

Credit Application Form - Australia (0111)

SECTION 1 – TO BE COMPLETED BY POSITION PARTNERS

POSITION PARTNERS REPRESENTATIVE REQUESTING CREDIT APPLICATION:

TOTAL CREDIT LIMIT OFFERED (NON-CAPITAL PURCHASES ONLY):

BRANCH CODE..... MARKET SEGMENT.....

SECTION 2 – TO BE COMPLETED BY THE CUSTOMER

THE CUSTOMER

LEGAL NAME:

TRADING NAME (if applicable):

ACN: ABN:

PUBLIC COMPANY

PRIVATE COMPANY

TRUST

PARTNERSHIP

SOLE TRADER

NETT ASSETS (if Company):..... ANNUAL TURNOVER:.....

BUSINESS ADDRESS:.....

STATE:

POST CODE:

TELEPHONE:.....

FAX:

EMAIL:

ACCOUNTS CONTACT:..... PURCHASING OFFICER CONTACT:.....

ADDRESS FOR FORWARDING ACCOUNTS:.....

ADDRESS FOR DELIVERY OF GOODS:.....

TYPE OF BUSINESS:.....

DOES THIS COMPANY SUPPLY PURCHASE ORDERS? Yes No

HISTORY OF THE BUSINESS

DATE BUSINESS COMMENCED:.....

(If you have been in this business for less than 12 months, please attach details of previous business or employment)

NAME OF ACCOUNTANT/AUDITOR:..... TELEPHONE:

BUSINESS PREMISES: Owned

Mortgaged

Rented / Leased

DETAILS OF DIRECTORS/PARTNERS/TRUSTEES

List names and residential addresses of each director or partner in the business (note: the Deed of Guarantee, Indemnity and Charge must be signed by all directors / partners / trustees):

NAME: TELEPHONE:

ADDRESS:

NAME: TELEPHONE:

ADDRESS:

NAME: TELEPHONE:

ADDRESS:

(if there are additional names, please attach a list)

BANK DETAILS

NAME OF BANK: BRANCH:

BSB NO: ACCOUNT NO:

ADDRESS OF BRANCH:

TELEPHONE: CONTACT:

TRADE REFERENCES – PLEASE ENSURE FACSIMILE NUMBER IS SUPPLIED

NAME:

ADDRESS:

TELEPHONE: CONTACT:

FACSIMILE: EMAIL:

NAME:

ADDRESS:

TELEPHONE: CONTACT:

FACSIMILE: EMAIL:

NAME:

ADDRESS:

TELEPHONE: CONTACT:

FACSIMILE: EMAIL:

PERSON COMPLETING THIS APPLICATION

POSITION HELD IN CUSTOMER:.....

FULL NAME:

RESIDENTIAL ADDRESS:

SUBURB/CITY: POST CODE:

SIGNATURE: DATE:
(Signed for and on behalf of the Customer)

TERMS AND CONDITIONS

1. Position Partners Pty Ltd ensures that all personal information collected by it is:
 - 1.1 collected, used and stored securely and strictly in accordance with the National Privacy Principles in the Privacy Act 1988 (Cth);
 - 1.2 not used other than for the purpose for which it was collected; and
 - 1.3 accessible to the person to whom it relates for the purposes of ensuring that the information is accurate, complete and up to date.
2. The Customer warrants to Position Partners Pty Ltd that the information provided by the Customer in this **Credit Application Form** is true, accurate and complete.
3. The Customer hereby irrevocably authorise Position Partners Pty Ltd to:
 - 3.1 make any enquiries about the Customer with any financier, lender, credit provider or any other person;
 - 3.2 obtain any personal, financial or other information about the Customer from any financier, lender, credit provider or any other person;
 - 3.3 obtain a credit report or credit assessment about the Customer from any financier, lender, credit provider or any other person; and
 - 3.4 exchange information about the Customer with any financier, lender, credit provider or any other person for the purpose of being able to assess whether to provide credit to the Customer or to accept any of the guarantors of the Customer or indemnifiers for the Customer.
4. The person completing this **Credit Application Form** on behalf of the Customer represents and warrants that the Customer has authorised the signing of this **Credit Application Form** and that the information provided on behalf of the Customer in this **Credit Application Form** is true, accurate and complete.
5. The Customer acknowledges that the Position Partners New Zealand Ltd **Terms and Conditions of Sale** and **Terms and Conditions of Hire** (attached hereto and available at www.positionpartners.com.au) are accepted as the basis upon which any supply of goods will be made by Position Partners New Zealand Ltd to the Customer. The person completing this Credit Application Form acknowledges that they have read and agree to the **Terms and Conditions of Sale** and **Terms and Conditions of Hire** as this acknowledgement is a requirement, and forms part of this **Credit Application Form**.
6. "Customer" includes the person or entity applying for credit and named in section 2, the directors, partners and trustees (as applicable) of the customer whether they are specifically named or not.

Office Use Only	
Approved Finance Signature:	Date Approved:
Approved Branch Signature:	Account / Customer No.:
Credit Limit Approved:	Entered By / Date:
Terms of Payment Approved:	

DEED OF GUARANTEE, INDEMNITY AND CHARGE

This Guarantee, Indemnity and Charge is given on the date specified in Item 1 of the Schedule by the Guarantors named in Item 4 of the Schedule to the Company named in Item 3 of the Schedule.

In consideration of the Company supplying goods and services and agreeing to extend terms of credit via an account held by the Company in the Customer's name to the Customer named in Item 2 of the Schedule, at the request of the Guarantors (which is evidenced by their execution of this Deed of Guarantee, Indemnity and Charge), the Guarantors irrevocably and unconditionally:

1.
 - 1.1 Guarantee to the Company the due and punctual payment of all sums of money, interest, costs, charges, expenses 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 or ground whatsoever;
 - 1.2 Guarantee to the Company the due and punctual observance and performance of all the obligations, terms and conditions on the part of the Customer to be performed or observed (whether alone or jointly with any other person, corporation, unincorporated association, partnership or other legal entity) under, pursuant to, or in connection with any present or future contract, agreement, order or other arrangement between the Customer and the Company;
 - 1.3 As a separate and independent principle obligation, indemnify and hold the Company harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the Company and all actions, proceedings, claims or demands made against the Company as a result of the Customer's failure to comply with the Customer's obligations under, pursuant to, or in connection with any present or future contract, agreement, order or other arrangement between the Customer and the Company.
2. The Guarantors agree and acknowledge that:
 - 2.1 this Guarantee is a continuing guarantee to the Company for the whole debt that is contracted by the Customer in respect of Goods supplied to the Customer, including any increase to the total credit limit provided by the Company to the Customer;
 - 2.2 all dividends compositions and payments received by the Company from the Customer or from the Customer's estate, whether in bankruptcy or otherwise, must be taken and applied by Position Partners as payments without there being any deduction in respect of any claim arising under this Guarantee. The Guarantor's right to be subrogated to the Company in respect of this Guarantee does not arise until the Company has received the full amount of all the Company's claims against the Customer;
 - 2.3 this Guarantee is enforceable against the Guarantor notwithstanding that any negotiable or other securities referred to in this Guarantee, or to which it extends or is applicable, are outstanding or in circulation at the time of proceedings taken against the Guarantor under this Guarantee;
 - 2.4 Any change in the constitution of the Customer will not impair or discharge the Guarantor's liability under this Guarantee;
 - 2.5 that the Company is at liberty to act as though the Guarantor were the principal debtor (within the above limits) and the Guarantor waives all and any of its rights as guarantor which may at any time be inconsistent with any of the above provisions of this Deed of Guarantee, Indemnity and Charge;
 - 2.6 Any statement in writing signed by the manager, secretary, accountant or credit manager of the Company of the moneys due or owing upon or covered by this Guarantee at the date mentioned in any such statement shall be prima facie evidence of the amount so due and owing pursuant to this Guarantee;
 - 2.7 If the Guarantor is a trustee, it executes this Deed of Guarantee, Indemnity and Charge in his or her own capacity as well as in his or her capacity as trustee of any trust.
3. The liability of each of the Guarantors under this Guarantee, Indemnity and Charge, shall not be released or discharged in whole or in part by:
 - 3.1 Any time, concession, waiver or other indulgence being given by the Company to the Customer or any surety for, or in relation to, the observance or performance of the obligations of the Customer;
 - 3.2 Any variation being made to the terms of any contract, agreement or order or their subsequent termination, otherwise than by the Customer by due exercise of its rights under the contract, agreement, or order;

- 3.3 Any other security or contractual obligations to secure the performance of the obligations of the Customer being or not being taken, held, renewed, varied or enforced by the Company or that security being void, defective, informal or unenforceable;
- 3.4 All or any of the obligations of the Customer being discharged, otherwise than by their due performance;
- 3.5 The liquidation, bankruptcy or insolvency of the Customer or any of the Guarantors;
- 3.6 The sale or other disposal of some or all of the shares in the Customer which are owned by any of the Guarantors;
- 3.7 By anything done or omitted to be done by the Company or by anything else which, under the law relating to sureties, might, but for this clause operate to wholly or partially release or discharge any of the Guarantors from their liability;
- 3.8 The failure by any Guarantor to execute this Guarantee, Indemnity and Charge. The Guarantee is not effected by and still enforceable if:
 - 3.8.1 Any amount owing to the Company by the Customer is not recoverable by the Company for any reason at all;
 - 3.8.2 The Company does not comply with any law or any contract with the Customer;
 - 3.8.3 The Company grants any time, release or other concession to the Customer or Guarantors or any one or more Guarantors;
 - 3.8.4 One or more of the Guarantors or any other party does not execute the deed;
 - 3.8.5 In the event of death of the Customer or any of the Guarantors;
 - 3.8.6 Payment by the Customer or by any Guarantor to the Company is set aside due to bankruptcy or insolvency event;
 - 3.8.7 If the Guarantor ceases to be a director or involved with the Customer or the status of the structure of the Customer changes at all;
 - 3.8.8 The Company agrees to extend or increase at any time any credit limit imposed on the Customer with or without notice to the Guarantor;
 - 3.8.9 Any other thing which would otherwise limit the effect of the guarantee.
- 4. This guarantee and indemnity is a continuing guarantee and indemnity and shall remain in force until the whole of the obligations of the Customer have been duly performed and satisfied in full.
- 5. The Company may enforce this guarantee and indemnity against the Guarantors without first making any demand or taking any action or proceedings to enforce its rights or remedies against the Customer.
- 6. If all or any part of the guaranteed obligations are not recoverable from the Guarantors for any reason, then the Guarantors as a separate and independent, several and additional liability, indemnify the Company in respect of the guaranteed obligations which are not recoverable and the Guarantors will, on demand, pay to the Company the money equal to the money, interest, cost, charges, expenses and damages resulting from the non-recoverable guaranteed obligations not being duly and promptly observed and performed by the Customer, whether or not the Customer is so liable to observe and perform these non-recoverable guaranteed obligations.
- 7.
 - 7.1 To better secure the payment of any money and compliance with all obligations pursuant to this Guarantee, Indemnity and Charge, the Guarantors and each of them individually and hereby:
 - 7.1.1 Mortgage all their estate and interest in any real property that is now owned by them now or in the future; and
 - 7.1.2 Grant a security interest in all personal property including all future and after acquired property; and;
 - 7.1.3 Is now owned by them now and in the future.
 - 7.2 The Guarantors acknowledge and agree that they will provide to the Company, immediately upon demand, at the Guarantors' expense, a properly executed and witnessed Authority and Instruction Form and executed mortgage in respect of any estate or interest in all or any real property owned by them, or any instrument of security including a consent caveat as the Company may require to be signed and should the Guarantor fail to do so within a reasonable time from the request being made by the Company, that the Guarantor irrevocably appoints the Company as its attorney to execute and register such documents and / or instruments. The Guarantors authorise the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of any applicable law. The Guarantors further agree to do all things necessary to enable the Company to register any such mortgage or instrument of security.
 - 7.3 The Guarantor hereby authorises the Company to do all things necessary to ensure that this security interest in favour of the Company is perfected. Each Guarantor agrees that if demand is made upon him or her or it by the Company, that Guarantor will immediately execute any instrument of security as required by the Company and in the event that he or she fails to do so

within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any officer, credit manager or solicitor engaged by the Company to be his or her other true and lawfully attorney to execute and register such instrument. The Guarantor authorises the attorney appointed pursuant to this clause to enter into conflict transactions. The Guarantor hereby waives any rights the Guarantor may have to:

- 7.3.1 receive any notices the Applicant may be entitled to receive under sections 95, 118, 121, 130, 132 or 135 of the PPSA; and
- 7.3.2 receive a copy of any financing statement or any financing change statement registered by the Company, or any verification statement confirming such registration, in respect of any security interest the Company may have in the Goods;
- 7.3.3 apply to a court for an order concerning the removal of an accession under section 97 of the PPSA; and
- 7.3.4 object to a proposal of the Company to dispose or retain any collateral under sections 130 and 135 of the PPSA.

8.

- 8.1 The Guarantors acknowledge and agree that their liability under this Deed of Guarantee, Indemnity and Charge is a joint and several liability and is deemed to bind them jointly and severally;
- 8.2 The Company may at any time, proceed against any or all of the Guarantors as the Company may choose in its absolute discretion;
- 8.3 The Guarantors will not be discharged from their obligations under the guarantee if the guarantee is not enforceable against one of them or the liability of one of them ceases, a guarantor dies or if any of the guarantors is unable to perform his or her obligations under the guarantee;
- 8.4 This Deed of Guarantee, Indemnity and Charge binds each of the Guarantors that signs this Deed of Guarantee, Indemnity and Charge notwithstanding that one or more of the persons intended to sign as Guarantor does not sign or is not or ceases to be bound by this Guarantee; The Guarantor should agree to waive all rights inconsistent with any terms of the guarantee; and
- 8.5 The Guarantors should expressly agree to pay all costs arising under the guarantee, including any expenses, damages, commission, interest and solicitors and own client legal costs.

9. The Guarantors acknowledge and agree that they have received independent legal advice in respect of this Deed of Guarantee, Indemnity and Charge and fully understand the nature of their obligations under this Deed of Guarantee, Indemnity and Charge.

10. Each Guarantor acknowledges and agrees that the Company may:

- 10.1 obtain a credit report containing information about him or her for the purpose of assessing whether to accept him or her as a guarantor and indemnifier;
- 10.2 exchange information about him or her with other credit providers for the purpose of assessing his or her credit worthiness. Each Guarantor further acknowledges and agrees that the information which can be exchanged with another credit provider named within a credit report, can include the credit report as well as information about him or her that may include personal information, information pertaining to credit worthiness, credit standing, credit history or other credit capacity that the credit providers are allowed to exchange under the Privacy Act 1988 (Cth).

11. The Guarantor shall pay all costs arising under this Deed of Guarantee, Indemnity and Charge, including, without limiting the foregoing, expenses, damages, commissions, interest and legal costs (on an indemnity basis).

12. If a notice or a demand is given to one of the Guarantors it will mean it has been given to all of them

13. Definitions:

- 13.1 Any terms used in this Deed of Guarantee, Indemnity and Charge and which are defined in the **Credit Application Form** signed by the Customer have the meanings given to those terms in the **Credit Application Form**.
- 13.2 The following definitions apply to this Guarantee and Indemnity and Charge:
 - a. "Company" means the party as specified in item 3 of the schedule of this **Credit Application Form**.
 - b. "Customer" means the party as specified in item 2 of the schedule of this **Credit Application Form** and where the context requires, includes that party's subsidiary successors assigns and associated companies and their servants and/or agents.
 - c. "PPSA" means the *Personal Property Securities Act 2009*.

SECTION 3 - SCHEDULE

Item 1	Date	The	_____	day of	_____	20
Item 2	Customer	_____				
		Company Number: _____				
		of: _____				

Item 3	Company	Position Partners Pty Ltd ABN: 56 130 367 065 of: 7 Transit Drive, Campbellfield, VIC 3061				
Item 4	Guarantors	_____				
		of _____				

		of _____				

SIGNED SEALED AND DELIVERED by

.....
Signature of Guarantor

.....
in the presence of:

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Name of Guarantor

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Signature of Witness

SIGNED SEALED AND DELIVERED by

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Signature of Guarantor

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in the presence of:

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Name of Guarantor

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Signature of Witness

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