



Credit Account Application

TO BE COMPLETED BY APPLICANTS

Please complete all sections and read the Commercial Credit Terms and Guarantee overleaf.

CLIENT'S TRADE NAME:	DATE:
CLIENT'S FULL or LEGAL NAME:	

<u>ALL CLIENTS TO COMPLETE</u>			
Phone:	Fax:		
Mobile:	Email:		
BILLING ADDRESS:	PHYSICAL ADDRESS:		
STATE: POSTCODE:		STATE: POSTCODE:	

<u>COMMERCIAL CLIENTS ONLY</u>			
		ABN:	
Requested Credit Limit:	Date Established:		
Contact 1:	Contact 2:		
Position:	Position:		
Phone:	Phone:		
<u>DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Proprietary Company)</u>			
Full Name:	Full Name:		
Home Address:	Home Address:		
Home Phone:	Home Phone:		

<u>TRADE REFERENCES</u>			
Business Name 1:	Business Name 2:		
Address or A/C No:	Address or A/C No:		
Phone:	Phone:		
Fax:	Fax:		

WARRANTIES

I/We, the Customer warrants:

COMMERCIAL CREDIT TERMS: to having received the Commercial Credit Terms & Guarantee attached hereto and agree to be bound by Clauses 1-8.

PERSONAL GUARANTEE & INDEMNITY: that if the Customer is a Company, then the Director(s) so sign this Application in its/their personal capacity as Guarantor(s) as well as Director(s) of the Customer, and hereby guarantee the obligations of the Customer. That Guarantor(s) confirm that it/they have requested CCW to extend the credit to the Customer, and that it/they agree to be bound by Clauses 9-20 in the Commercial Credit Terms & Guarantee and that by being so bound the Guarantor(s) consider there to be a commercial benefit flowing to the Guarantor(s).

DUTY OF DISCLOSURE: not to be in receipt of any information, notice or court proceedings that may lead to Bankruptcy, Appointment of an Administrator, Controller or Managing Controller, Receiver or Receiver Manager or Liquidator, and that the Customer does not intend to enter into any scheme of arrangement with creditors either formally through a court, or otherwise. Further the Customer Warrants that none of its directors have been a director of a company placed in liquidation or administration, or has been declared a bankrupt or entered into an arrangement under the Bankruptcy Act 1966 (as amended).

CERTIFICATION & EXECUTION

THIS IS TO CERTIFY: that I/We have read, understand and accept the Commercial Credit Terms, and further acknowledge that the above warranties are made in good faith and in the acknowledgement that they will be relied upon, and that I/We are authorised to make this application on behalf of the Customer, and without undue pressure or unfair tactic, append my/our signature hereunto:

Signature of Applicant (1): Date:

Printed Name: Position: *

Signature of Applicant (2): Date:

Printed Name: Position: *

*** IMPORTANT NOTE:**

If the signatory is a DIRECTOR, he signs as Director of the Customer and also in his personal capacity as GUARANTOR.

COMMERCIAL CREDIT TERMS & GUARANTEE

General Commercial Credit Terms

1. In this application the term "Customer" means any "Sole Trader or Partnership or Company or Trust" as provided in the application; where the Customer is unincorporated each principal or partner of the Customer or in the case of a Trust the Trustee of the Trust and **cBox** means cBox Pty Ltd and includes its Related Bodies Corporate and Subsidiaries.
2. Should this application be successful and an account be granted, the Customer agrees with **cBox** as follows:
 - (a) to pay any amount due within the month following the month of Invoice;
 - (b) to pay interest, at the current bank overdraft rate paid by **cBox** from time to time, calculated monthly on any amount not paid by the due date;
 - (c) if any amount is not paid by the due date all amounts then owing by the Customer to **cBox** become immediately due and payable;
 - (d) to pay to **cBox** all expenses (including legal fees) of collection by **cBox** of overdue monies and enforcement of the contract.
3. The Customer acknowledges that **cBox** is free to withdraw or reduce the credit it extends to the Customer at any time at its discretion and without notice and demand full payment of outstanding moneys immediately.
4. The Customer agrees that **cBox's** Terms of Trade form part of the contract between the Customer and **cBox**.
5. To secure its obligations, the Customer hereby charges with payment of any moneys owed by it to **cBox** pursuant to this contract all the right, title, estate and interest which it now has or may in the future acquire in any freehold or leasehold property.
6. The Customer further agrees that if demand is made on it by **cBox** the Customer will immediately execute a mortgage in registrable form or other instrument of security, as required by **cBox**, and if the Customer fails to do so within a reasonable time of being so requested, the Customer irrevocably and by way of security appoints any secretary, director, manager, attorney or credit manager engaged by **cBox** from time to time to be its true and lawful attorney to execute and register such instruments.
7. The signatories to the application certify that they are authorised to sign this application on behalf of the Customer.
8. The Customer declares that if this application is successful and credit is granted then the credit is to be applied wholly or predominately for business or investment purposes.

Guarantee and Indemnity Terms

9. Where the Customer is a company, Directors of the Customer are deemed to also sign in their personal capacity as Guarantors and shall be bound by Clauses 9 through 19 (hereinafter referred to as "**the Guarantee**"). The Guarantee is binding on the Guarantor whether or not it is executed by **cBox** or any other person or body corporate named as Guarantor.

10. In consideration of **cBox** agreeing, at the request of the Guarantor, to provide or continue to provide credit and/or goods and services from time to time to or for the Customer, the Guarantor unconditionally and irrevocably guarantees to **cBox** the due and punctual payment of:
 - (a) all moneys due and payable or from time to time to become due and payable to **cBox** under or in connection with the provision of credit and/or goods and services;
 - (b) to avoid doubt, any GST that may be due and payable or from time to time become due and payable by **cBox** under or in connection with the provision of credit and/or goods and services.
 (hereinafter referred to as the "**Guaranteed Moneys**").
11. If the Customer defaults in the due and punctual payment of the **Guaranteed Moneys** or in any part of them the Guarantor shall pay those moneys on demand to or as directed by **cBox**.
12. The Guarantee is a continuing security for the whole of the **Guaranteed Moneys** and all other money payable under the Guarantee notwithstanding any settlement of account, intervening payment or anything else, until the **Guaranteed Moneys** and all other moneys payable under the Guarantee have been paid in full.
13. The Guarantor's obligations are principal obligations and not ancillary or collateral to any other obligation; and may be enforced against the Guarantor without **cBox** being required to exhaust any remedy it may have against the Customer or to enforce any security it may hold with respect to the **Guaranteed Moneys**.
14. The liability of the Guarantor is absolute and unconditional and is not affected by anything which, but for this provision might operate to exonerate it from any of its obligations including, without limitation, any one or more of the following (whether occurring with or without the consent of any person):
 - (a) the grant to the Customer, the Guarantor or any other person at any time, waiver or other indulgence or concession or any whole or partial discharge or release of the Customer, the Guarantor or any other person;
 - (b) the bankruptcy, winding up, liquidation, becoming an insolvent under administration (in terms of the Corporation Law), the appointment of an administrator to or the death of, the Customer, the Guarantor or any other person;
 - (c) the obligations of the Customer or the Guarantor or any other person under any agreement or document relating to the **Guaranteed Moneys** including any other guarantee or security, being or becoming wholly or partially illegal, void, voidable or unenforceable;
 - (d) the failure by **cBox** to give notice to the Guarantor of any default by the Customer or any other person;
 - (e) any legal limitation, disability, incapacity or other circumstance related to the Customer, the Guarantor or any other person;
 - (f) any laches, acquiescence, delay, acts, omissions or mistakes on the part of, or suffered by **cBox** or any other person, in relation to the Guarantee or any other guarantee, security, agreement, or negotiable instrument;
15. For the consideration mentioned in clause 10, the Guarantor unconditionally indemnifies **cBox** against any loss which **cBox** may suffer because of the **Guaranteed Moneys**, in whole or in part, are not recoverable from the Customer or having been recovered are repaid and restored and the Customer fails to carry out its obligations under any agreement it has entered into with **cBox**.
16. The Guarantor shall pay to **cBox** on demand a sum equal to any loss in respect of which it indemnifies **cBox** under this clause, including any of the **Guaranteed Moneys** (or any of the monies which, if recoverable would have formed part of the **Guaranteed Moneys**) which are not or may not be recoverable.
17. If two or more persons are the Guarantor references to the Guarantor are references to them separately and as well refer to any two or any more of them together; the promises by them in the Guarantee bind all of them together as well as bind each of them separately; the fact that one person is released from its promise does not mean that any other person is also released.
18. The Guarantor indemnifies **cBox** against, and shall pay **cBox** on demand the amount of all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) in connection with the enforcement or attempted enforcement or preservation or attempted preservation of any rights under the Guarantee; and any amendment to, or any consent, approval, waiver, release or discharge of or under the Guarantee.
19. If the Guarantor enters into the Guarantee as trustee of a trust then the Guarantor is liable both personally and in its capacity as trustee gives **cBox** an assurance that the Guarantor has power and authority as trustee of the trust to enter into the Guarantee and is doing so for a proper purpose; the Guarantor is doing so, and is entitled to do so in a way that permits **cBox** to resort to the trust property in priority to the claims of the beneficiaries; and the Guarantor is entitled to be indemnified fully out of the property of the trust for its liabilities and obligations under the Guarantee in priority to the claims of the beneficiaries.
20. To secure its obligations under this contract the Guarantor hereby charges with payment of any moneys owed by it to **cBox** pursuant to this contract all the right, title, estate and interest which it now has or may in the future acquire in any freehold or leasehold property and the Guarantor consents to the lodging of caveats over such properties by **cBox**.