



BWT Tasmania Pty Ltd

ABN: 35 140 485 070

PO Box 3132, Ulverstone, Tasmania, 7315

Ph: (03) 6425 4112 email: admin@bwtas.com.au

NEW ACCOUNT APPLICATION FORM

Name of Applicant:.....

Company/Business Name:.....

ABN/ACN:.....

Street Address:.....

Postal Address: (if different).....

Telephone:..... Fax:.....

Mobile:..... Email:.....

Credit Limit Required: \$..... Estimated Monthly Purchases: \$.....

Nature of Business:..... Time in Business under present Ownership:.....

PLEASE COMPLETE THE APPROPRIATE SECTION

IF SOLE TRADER:

Full Name of Proprietor:.....

Home Address:.....

..... Date of Birth:.....

IF PARTNERSHIP: (Details of ALL Partners)

Full Name:.....

Home Address:.....

..... Date of Birth:.....

Full Name:.....

Home Address:.....

..... Date of Birth:.....

Full Name:.....

Home Address:.....

..... Date of Birth:.....



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IF COMPANY:

Address of Registered Office:.....

Parent Company: (if applicable).....

DIRECTORS: Full Name..... Date of Birth:.....

Home Address:.....

Full Name:..... Date of Birth:.....

Home Address:.....

OWNER: Full Name:..... Date of Birth:.....

Home Address:.....

BANK DETAILS:

Bank:..... Branch:.....

Account Name:..... Account Number:.....

TRADE REFERENCES: (Minimum of 3 required)

Name:..... Phone:.....

Address:..... Email:.....

Name:..... Phone:.....

Address:..... Email:.....

Name:..... Phone:.....

Address:..... Email:.....

TERMS OF CREDIT:

1 – Credit terms are strictly 30 days from end of month.

2 – In the event of payment not being made within the prescribed time, interest may be charged on all unpaid amount's.

3 – It is understood that the person/person's name as Sole Trader/Partnership/Company (Directors/Owners) will be liable for monies owed.

4 – The account must be kept within the approved limit at all times.

5 – On a change in the name of the Company, a new account application will be necessary.



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DEFAULT:

1 – In the event of non-payment of amounts due or infringement of the above conditions, BWT Tasmania Pty Ltd may close the account and act as necessary upon any security held and to also detain goods held at any BWT Tasmania Pty Ltd yards to secure a lien for amounts due to the Company

2 – The applicant agrees that if the account is not paid by the due date that the account may be lodged with a mercantile agent for recovery, and in such circumstances that the applicant will bear an account surcharge of 25% to cover the agent’s commissions. In addition the applicant agrees to bear all legal costs and disbursements incurred in the recovery of the debt.

TERMS AND CONDITIONS:

1 – I/We agree to be bound by the terms and conditions set out in the “Transportation Terms and Conditions” outlined on all consignment notes.

DECLARATION:

I/We acknowledge the following:

1 – That certain items of information in this application may be given to a credit reporting agency.

2 – Give permission for you to obtain consumer or commercial information permitted by the Privacy Act from a credit reporting agency and to use such information in order to assess this application for credit.

This permission remains in force for the duration of our credit contract if this application is approved.

3 – Give permission for you to disclose all relevant credit information to the credit providers indicated in this application or named in our credit agency report.

4 – Warrant that the information contained in this application is correct in all respects.

Signed on behalf of: (name of Company).....

Directors Signature:.....

Full Name of Person Signing:.....

Title of Person Signing:.....

Licence Number:..... Date:.....



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PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY

IN CONSIDERATION of BWT Tasmania Pty Ltd and its successors and assigns (“BWT Tasmania Pty Ltd”) at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and or services and or hire to

(“The Customer”) (Insert Company Name in Box Provided)

I/WE (also referred to as the “Guarantor/s”) UNCONDITIONALLY AND IRREVOCABLY:

GUARANTEE the due and punctual payment to BWT Tasmania Pty Ltd of all moneys which are now owing to BWT Tasmania Pty Ltd by the customer and all further sums of money from time owing to BWT Tasmania Pty Ltd by the Customer in respect of goods and or services and or hire supplied or to be supplied by BWT Tasmania Pty Ltd to the Customer of any other liability of the Customer to BWT Tasmania Pty Ltd, and the due observance and performance by the Customer of all its obligations contained or implied in any contact with BWT Tasmania Pty Ltd, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to the Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to BWT Tasmania Pty Ltd the Guarantor will immediately on demand pay the relevant amount to BWT Tasmania Pty Ltd. In consideration of BWT Tasmania Pty Ltd agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal personal guarantee and indemnity constitutes a security agreement for the purpose of the Personal Property Securities Act 2009 (“PPSA”) and unequivocally consents to BWT Tasmania Pty Ltd registering and interest so charged. The Guarantor irrevocably appoints BWT Tasmania Pty Ltd and each director of BWT Tasmania Pty Ltd as the Guarantor’s true and lawful attorney/s to perform all necessary acts to give effect to the clause including, but not limited to, signing any documents on the Guarantor’s behalf which BWT Tasmania Pty Ltd may reasonably require to:

- (a) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
1. **HOLD HARMLESS AND INDEMNIFY** BWT Tasmania Pty Ltd on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, BWT Tasmania Pty Ltd in connection with:
- (a) The supply of goods and/or services and/or hire to the Customer: or
 - (b) The recovery of moneys owing to BWT Tasmania Pty Ltd by the Customer including the enforcement of the Guarantee and Indemnity, and including but not limited to BWT Tasmania Pty Ltd nominees costs of collection and legal costs; or
 - (c) Moneys paid by BWT Tasmania Pty Ltd with the Customer’s consent in settlement of a dispute that arises or result from a dispute between, BWT Tasmania Pty Ltd, the Customer, and a third party or any combination thereof, over the supply of goods and/or services and/or hire by BWT Tasmania Pty Ltd to the Customer.



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I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

2. **I/We have received, read and understood BWT Tasmania Pty Ltd Terms and Conditions prior to entering the Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
3. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to BWT Tasmania Pty Ltd by the Customer and all obligations herein have been fully paid, satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on BWT Tasmania Pty Ltd's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to BWT Tasmania Pty Ltd, each Guarantor shall be a principal debtor and liable to BWT Tasmania Pty Ltd accordingly.
5. If any payment received or recovered by BWT Tasmania Pty Ltd is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and BWT Tasmania Pty Ltd shall each be restored to the position in which they would have been had no such payment been made.
6. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
7. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/We understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to BWT Tasmania Pty Ltd.**
8. I/we irrevocably authorise BWT Tasmania Pty Ltd to obtain from any person or company any information which BWT Tasmania Pty Ltd may require for credit reference purposes. I/we further irrevocably authorise BWT Tasmania Pty Ltd to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with BWT Tasmania Pty Ltd as a result of the Guarantee and Indemnity being actioned by BWT Tasmania Pty Ltd.
9. The above information is to be used by BWT Tasmania Pty Ltd for all purposes in connection with BWT Tasmania Pty Ltd considering this Guarantee and Indemnity and the subsequent enforcement of the same.



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GUARANTOR – 1

SIGNED:.....

FULL NAME:.....

.....

HOME ADDRESS:.....

.....

DATE OF BIRTH:.....

LICENCE NUMBER:.....

SIGNATURE OF

WITNESS:.....

NAME OF WITNESS:.....

.....

OCCUPATION:.....

.....

PRESENT ADDRESS:.....

.....

EXECUTED as a Deed this

Day of 20

GUARANTOR – 2

SIGNED:.....

FULL NAME:.....

.....

HOME ADDRESS:.....

.....

DATE OF BIRTH:.....

LICENCE NUMBER:.....

SIGNATURE OF

WITNESS:.....

NAME OF WITNESS:.....

.....

OCCUPATION:.....

.....

PRESENT ADDRESS:.....

.....

EXECUTED as a Deed this

Day of 20

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT