**­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contract for goods, services and credit from Toilet Partition Industries Pty Ltd (“the Supplier”)**

**To avoid delays in processing, please ensure that:**

* All sections are completed
* All information is printed clearly
* Appropriate Directors/Partners have signed application and guarantee
* The applicants and guarantors signatures are witnessed

**1. Details of Proposed Account**

 **1.1** Company/Business Name: ……………………………………………………………(“the Customer”)

 ABN: ………………………………………………………………………………………………………...

 Principal place of business: ………………………………………………………………………………

 ……………………………………………………………………………...…Postcode: …………………

 Telephone No: ……………………………………………………………. Fax No: ……………………

 **1.2** Contact Name : ……………………………………………………………………………………………..

 **2. Business Details**

 Please tick appropriate entity: Sole Trader ○ Partnership ○ Company ○ Trading Trust ○

 **Details of Director/s**

 **2.1** Name : …………………………………………………… Position Held: …………………………….

 Residential Address : ……………………………….........................................................................

 Telephone No:………………………………………………………… Fax No: ……………………

 **2.2** Name : …………………………………………………… Position Held: …...……………………….

 Residential Address : ……………………………….........................................................................

 Telephone No:………………………………………………………… Fax No: ……………………

 **2.3** Date business commenced : …………………………………………………………………………

 **2.4** Nature of Business : ……………………………………………………………………………………..

 **2.5** If a Subsidiary Company, Name & ABN of Parent Company ………………………………………

 **2.6** Has the applicant/directors or partners had any unsatisfied judgement against them or been

 under any form of insolvency administration? **Yes** ○ **No** ○

 **3. Trade References** Please provide 3trade reference **(no associated or subordinate companies)**

Name: ………………………………............................. Tel: ………………… Fax: ……………….

 Name: ………………………………............................. Tel: ………………… Fax: ……………….

 Name: ………………………………............................. Tel: ………………… Fax: ……………….

 **4. Total Credit Limit Requested** $ ……………………………………………………………………….

 **4.1 Terms of Payment**

* I/we acknowledge the Supplier’s terms of payment, namely within 30 days from the end of month in which the invoice was dated, and will make payment by the due date.
* I/We understand that credit facilities may be withdrawn without notice.
* I/We acknowledge that overdue accounts will attract an Administration Fee of 18% per annum, calculated from date full payment is due to be received.
* I/We acknowledge that title of the goods will not pass until the goods are paid for in full
* I/We will notify the Suppliers immediately of any changes of address, ownership, or adverse actions
* I/We have read the form and understand its contents.
* I/We warrant that the information furnished by me/us is correct and the I/We are authorised to do so on behalf of the Applicant.
* I/We authorise the suppliers to contact the above parties in relation to this application.

**Customer Signature**

Signature:……………………………………………. Signature : ………………………………….

 Name : ……………………………………………. Name : …………………………………

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **5. Guarantee**

In consideration for the Supplier agreeing to supply and to continue to supply goods and services

 to the party described in item 1.of this document (“the Customer”) the party or parties named in

 items 6.1 & 6.2 of this document (“the Guarantor”, which term will extend and include more than

 one Guarantor jointly and severally) hereby enters into and gives this guarantee for the due and

 punctual payment by the Customer of all the Customer’s indebtedness to the Supplier.

 The Guarantor acknowledges that the Supplier would not have entered into this Contract with the

 Customer but for this guarantee.

 **6. Signatures (Director/s to sign as guarantor/s)**

 **6.1** Guarantor Signature: …………………………………………. Date: ………………………………

 (Print Name) : …………………………………………………………………….. (“the Guarantor”)

 Address : ………………………………………………………………………………………………..

 ………………………………………………………………………………………………..

 Signature of Witness:………………………………… Name of Witness…………………………..

 **6.2** Guarantor Signature: …………………………………………. Date: ………………………………

 (Print Name) : ……………………………………………………………………... (“the Guarantor”)

 Address : ………………………………………………………………………………………………..

 ………………………………………………………………………………………………..

 Signature of Witness:………………………………… Name of Witness………………….............

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRIVACY ACT ACKNOWLEDGMENT & CONSENT**

**Acknowledge & consent that credit information may be given to a credit reporting agency.**

1/We understand that Section 18E(8)© of the Privacy Act allows Toilet Partition Industries Pty Ltd to give a credit reporting agency certain personal information about me/us which I/We authorise Toilet Partition Industries Pty Ltd to do. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes;

* Such permitted information about me/us which will allow me/us to be identified.
* The fact that Toilet Partition Industries Pty Ltd is a credit provider to me/us.
* Payments which become overdue more than 60 days and for which collection action has commenced.
* Advice that payments are no longer overdue
* Cheques drawn by me/us which have been dishonoured
* In specified circumstances, that in the opinion of Toilet Partition Industries Pty Ltd I/We have committed a serious credit infringement
* That the credit provided to me/us by Toilet Partition Industries Pty Ltd has been discharged

**Authority for Toilet Partition Industries Pty Ltd to obtain credit information**

To enable Toilet Partition Industries Pty Ltd to assess my/our application for personal or commercial credit. I/we authorise Toilet Partition Industries Pty Ltd;

* To obtain from credit reporting agency a credit report containing personal credit information about me/us
* To obtain from a business which provides information about commercial credit worthiness of persons a report containing information about my/our commercial activities or commercial credit worthiness

**Authority to exchange information with other credit providers**

In accordance with Section 18N(1)(b) of the Privacy Act, I/we authorise Toilet Partition Industries Pty Ltd to give and obtain credit providers named in this credit application and credit providers that my be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

I/We hereby authorise Toilet Partition Industries Pty Ltd to advise the merchant named in the accompanying application that my/our application for finance has been approved or declined.

**Applicant’s Name : ………………………………………………………………………………………………..…………**

**Signature : …………………………………………………………………………………………………………..**

**Co-applicants Name : ………………………………………………………………………………………………………….**

**Signature : …………………………………………………………………………………………………………..**