

# Footersville

FOOTERS PTY LTD

ACN 008 198 427 ABN 88 711 274 272

250 Regency Road, REGENCY PARK SA 5010

P.O. Box 2495, REGENCY PARK SA 5942

TELEPHONE: (08) 8424 3500 FACSIMILE: (08) 8340 1623

## APPLICATION FOR CREDIT

1. Business/Company Name .....  
ABN ..... Builders License No. ....  
Postal Address (All Invoices, Statements, etc. will be sent to this address) .....  
.....  
Address .....  
.....  
Telephone No. .... Fax No. ....
2. Registered Business Office  
Name .....  
Address .....  
Telephone No. .... Fax No. ....
3. Full Name and Address of all Directors/Partners  
.....  
.....  
.....
4. Nature of Business .....
5. Amount of Credit Facility Required (Monthly) \$ .....
6. Trade References (minimum required – three)  
Name and Telephone Numbers of three active trade accounts operating at a similar level of credit:
  1. Name ..... Phone No. ....
  2. Name ..... Phone No. ....
  3. Name ..... Phone No. ....

# TERMS AND CONDITIONS OF PAYMENT

I understand that the normal payment terms are 30 days from the end of the month of purchase and I hereby agree to these terms.

Should it be considered necessary by any member of Footers Pty Ltd to incur legal and/or other expenses (including any such expenses to any agency licensed under the Commercial & Private Agents Act (as amended)) in obtaining payment of any amount due by me in consideration of the granting of credit to me I expressly undertake to reimburse the supplier for the whole amount of such expenses.

I understand that interest at current bank overdraft rates may be charged on any overdue account and further in consideration of any grant of credit to me I expressly undertake to pay all such interest.

Title to the goods shall not pass to the Buyer until the Buyer has paid the full purchase price to the Seller. Risk in the goods shall pass to the Buyer as from the date of delivery to the Buyer or the Buyer's Agent. Until the Buyer makes payment in full to the Seller the Buyer shall hold the goods as bailee for the Seller. If the goods are on-sold by the Buyer to its customers before full payment to the Seller is made the Buyer shall hold the proceeds of sale on trust for the Seller pending such full payment.

## NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Under Section 18E(8)(c) of the Privacy Act Footers Pty Ltd is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18(1) of the Act and includes:

- The fact that you have applied for credit and the amount.
- The fact that Footers Pty Ltd is a current credit provider to you.
- Payments which become overdue more than 60 days and for which collection has commenced.
- Advice that payments are no longer overdue.
- Cheques drawn by you which have been dishonoured more than once.
- In specified circumstances that in the opinion of Footers Pty Ltd you have committed a serious credit infringement.
- That credit provided to you by Footers Pty Ltd has been paid or otherwise discharged.

If Footers Pty Ltd considers it relevant to assess an application by me/us for either personal credit or commercial credit or both I/we agree to Footers Pty Ltd obtaining from a credit reporting agency business which provides information about the credit worthiness of persons a report containing information about me/our commercial activities, commercial credit worthiness and personal credit.

If Footers Pty Ltd considers it relevant to collecting overdue payments in respect of commercial credit provided to me I/we agree to Footers Pty Ltd receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

I/we agree that Footers Pty Ltd may give and seek from any credit providers listed in this credit application as credit references or bankers or such other credit providers as Footers Pty Ltd may choose and any credit providers that may be named in a credit report issued by a credit reporting agency information about me/our credit including any information about me/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.

I/we understand the information may be used for the following purpose:

- To assess an application by me/us for credit.
- To notify other credit providers of a default by me/us.
- To exchange information with other credit providers as to the status of this loan where I/we are in default with other credit providers.

-----  
I/we understand and agree to all of the terms and conditions outlined in this Application for Credit.

Full Name of Applicant .....

Signed ..... Date .....

Full Name of Witness .....

Signed ..... Date .....

# PERSONAL GUARANTEE

In consideration of Footers Pty Ltd making credit available to the applicant described in this account application, we the undersigned as Directors and/or persons interested in the undertaking of the Applicant do hereby irrevocably guarantee the due performance and observance by the Applicant of the accommodation for credit which you have made available to it irrespective of whether or not such accommodation for credit shall be secured in your favour by the Applicant and I/we hereby irrevocably agree to indemnify against all losses, damages, costs and legal collection and repossession expenses which may be incurred to Footers Pty Ltd by reason of any default on the part of the Applicant in performing/observing the application of credit accommodation. It is acknowledged that this is a continuing guarantee/indemnity.

Name of Guarantor .....

Address of Guarantor .....

.....

Signature of Guarantor ..... Date .....

Name and Address of Witness .....

.....

Signature of Witness ..... Date .....