

Please mail only to:

15 Parker Street, Toowoomba QLD 4350

P: 07 4630 1855 F: 07 4630 2277

Application for Commercial Credit

COMPANY / BUSINESS DETAILS					
Sole Trader		Partnership		Company	Trustee Company
Registered Company Name:					
Registered Trading Name:					
If Trustee Company, As Trustee For:					
Year Business Incorporated / Trading Commenced:					
Business type:					
A.B.N:					
A.C.N:					
Business Address:					
Business Postal Address:					
Sole Trader / Partners / Directors Full Name:		Birth Date:	Full Residential Address:	Email Address:	Directors Telephone:
Business Telephone:					
Business Fax No:					

Business Email:	
Accounts Contact:	
Accounts Phone:	
Accounts Fax:	
Accounts Email:	
Will Purchase Orders Be Provided? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, it is the responsibility of the client and its representative to provide them.	
Total Credit Limit Being Sought:	
Business Bank and Branch:	
BUSINESS / TRADE REFERENCES (Minimum of 4 where account is held longer than 6 months) PLEASE NOTE – Fuel and Tyre supply companies are not acceptable	
Name:	Phone:
Name:	Phone:
Name:	Phone:
Name:	Phone:
Name and phone number for external accountant authorized to provide financial details if necessary: Name: _____ Phone: _____	
CREDIT CARD PAYMENT DETAILS: Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Card Number:..... Name on Card:..... Expiry Date:...../...../..... CCV:..... Contact name and phone number for holder of card:	

The customer hereby applies for a commercial credit account and warrants that all information provided in or in connection with this application is true and correct. If this application is accepted by JOE WAGNER GROUP the customer agrees that use of the commercial credit account will be bound by the terms of credit as attached or as amended by JOE WAGNER GROUP from time to time.

PLEASE TURN OVER

Terms of Credit

1. In applying for credit with Joe Wagner Group, the customer acknowledges that any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by Joe Wagner Group as its discretion and advised to the customer.
2. Payment terms are “net 30 days”. Payment being due within 30 days from the date of invoice unless alternative terms are agreed upon by Joe Wagner Group in writing. Account payments are not subject to any settlement discount.
3. Credit limit approved by Joe Wagner Group and advised to the customer must not be exceeded. Joe Wagner Group periodically reviews its credit limits. The customer authorises Joe Wagner Group to review and revise its credit limit from time to time. Joe Wagner Group may increase or reduce the customer’s credit limit at the customer’s specific request. Joe Wagner Group may also reduce the customer’s credit limit without the customer’s approval, but Joe Wagner Group will not reduce the customer’s credit below the outstanding balance on the account at the time of the reduction without the prior communication to the customer.
4. Ownership in any goods invoiced remains with Joe Wagner Group and does not pass to the customer until payment is made in full. Notwithstanding that the ownership in the goods remains with Joe Wagner Group until full payment is paid, risk in the goods passes to the customer immediately upon delivery of the goods to the customer.
5. Joe Wagner Group may at any time set off amounts owed by Joe Wagner Group to the customer from the amounts owed by the customer to Joe Wagner Group. Joe Wagner Group will ordinarily apply payments against the oldest outstanding amount due.
6. The customer indemnifies and holds harmless Joe Wagner Group and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury or damage arising out of any breach of these Terms of Credit by the customer or any negligent act or omission by the customer and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.
7. The customer charges with payment of the monies and compliance with all obligations owed by the customer to Joe Wagner Group under these Terms of Credit all beneficial interest (freehold and leasehold) in any real property held now or in the future by the customer. The customer agrees that upon demand by Joe Wagner Group that the customer will immediately execute a mortgage in registerable form or consent to a caveat with respect to any real property as required by Joe Wagner Group to secure the interest of Joe Wagner Group pursuant to this equitable mortgage. If the customer fails to execute a mortgage within a reasonable time of being requested the customer irrevocably and by way of security appoints each officer and director of Joe Wagner Group to be the customer’s true and lawful attorney to execute and register such instruments.
8. The customer grants to Joe Wagner Group a security interest in all the customer’s present or after-acquired property as security for the performance of the customer’s obligations under the Terms of Credit.
9. The customer agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Joe Wagner Group asks and considers necessary for: -
 - (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
 - (b) enabling Joe Wagner Group to apply for an registration, or give a notification, in connection with the security interest so that the security interest has the priority required by Joe Wagner Group;
 - (c) enabling Joe Wagner Group rights in connection with the security interest.
10. The customer agrees that all goods or services supplied by Joe Wagner Group to or for the customer are supplied only upon the terms contained in Joe Wagner Group’s then current terms of sale. Joe Wagner Group may vary its terms of sale in its discretion and advised to the customer.

11. Joe Wagner Group shall have a lien on any property of the customer in the possession of Joe Wagner Group for all sums payable by the customer to Joe Wagner Group and for that purpose Joe Wagner Group shall have the right to sell the property in possession of Joe Wagner Group by public auction or privately without notice to the customer.
12. If the customer: -
 - (a) obtains credit by fraud or dishonesty;
 - (b) does not pay monies owing to Joe Wagner Group in accordance with the Terms of Credit;
 - (c) breaches any of these terms and conditions;
 - (d) being an individual commits an act of bankruptcy or becomes insolvent under administration;
 - (e) becomes an externally administered body corporate or has an application for winding up filed against it;
 - (f) uses the credit facility in circumstances where Joe Wagner Group believes that the continued use of the credit facility may cause loss or damage to Joe Wagner Group;then Joe Wagner Group may close or suspend the credit facility. If the credit facility is closed or suspended then Joe Wagner Group may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of the customer's obligations in respect of the credit facility.
13. Joe Wagner Group may also cancel or suspend the credit facility if any person who has guaranteed the customer's obligations under the credit facility withdraws his, her or their guarantee.
14. The customer must pay to Joe Wagner Group interest on any monies outstanding under this credit facility calculated from the date following the date upon which payment should have been made at the Reserve Bank of Australia indicator lending rate for unsecured variable personal loans plus 3%.
15. Joe Wagner Group reserves the right to charge an administration fee of \$500 per month in respect of any monies outstanding under this credit facility.
16. The customer must pay Joe Wagner Group's costs and disbursements incurred in pursuing any recovery action or any other claim or remedy against the customer including collection costs, debt recovery fees and legal costs on a solicitor and own client basis resulting from the customer's failure to make due payment.
17. Where the customer is in breach of the terms of this credit facility then the customer authorises Joe Wagner Group to charge all outstanding amounts under the credit facility to the customer's credit card.
18. Joe Wagner Group hereby advises that, pursuant to section 18E(8) of the *Privacy Act 1988* ("the Act") information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under section 18E(8)(c) of the Act Joe Wagner Group is allowed to give a credit reporting agency personal information about the customer's credit application. Information which may be given to an agency is covered by section 18E(1) and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under section 18E(3)), the fact that the customer has applied for credit, and the amount, the fact that Joe Wagner Group is a credit provider to the customer, payments which become overdue outside of agreed trading terms and for which collection action has been commenced, advice that payments are no longer overdue, cheques drawn by the customer which have been dishonoured more than once, in specific circumstances, that in the opinion of Joe Wagner Group you have committed a serious credit infringement, that credit provided to you by Joe Wagner Group has been paid for or otherwise discharged.
19. Pursuant to section 18K(1) and 18N(1) of the Act and paragraph 2.12 of the Credit Reporting Code of Conduct issued under section 18A of the Act, the customer hereby agrees to Joe Wagner Group obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness) and agrees to that agency providing that information to Joe Wagner Group for that purpose. The customer further agrees to the obtaining from and provision by such agency or provider further credit reports which may assist Joe Wagner Group in recovering any sums outstanding under the terms of the credit facility.
20. Joe Wagner Group is not liable for any costs incurred in the completing of this credit application form. The customer is responsible for any duty or other government charges levied on or in connection with this application, Terms of Credit facility or guarantee.
21. If the customer is a body corporate then Joe Wagner Group may require one or more of the directors or shareholders to guarantee the repayment of the credit facility.

- 22. The failure by Joe Wagner Group to insist upon compliance with any provisions of these Terms of Credit does not constitute a waiver of that provision and Joe Wagner Group shall be entitled to insist upon compliance with all provision of these Terms of Credit at any time.
- 23. If any provision or part of a provision of these Terms of Credit is found to be invalid or unenforceable then that provision or part of provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect.
- 24. The law applicable to the Terms of Credit is the law of the state of Queensland.

SIGNATURE OF APPLICANT

Dated the _____ *day of* _____ **20** _____

SOLE TRADERS AND PARTNERSHIPS

Print Name	Signature	Signature of Witness
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Print Name	Signature	Signature of Witness
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Print Name	Signature	Signature of Witness
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Print Name	Signature	Signature of Witness
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COMPANY

The Common Seal of the applicant)
 was affixed in the present of:)
)
)
)

.....
Director: (Signature)

.....
Print Name

.....
Secretary/Director: (Signature)

.....
Print Name
OR Company Bar Stamp (including A.C.N. AND:

Signed for an on behalf of the applicant by:

Print Name	Signature	Signature of Witness
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Who by signing warrants and certifies that he is an authorised signature of the company have express authority to sign the application of behalf of the company.