

Growers Own Application for a Commercial Credit Account



Growers' Own
ABN 95 025 260 134
Brisbane Markets
Rockhampton
Emerald
Whitsunday

Administration:
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www.growersown.com.au

THIS IS AN APPLICATION FOR A 7 DAY CREDIT ACCOUNT

Applicant Trading Name:	Credit Amount Sought: (note a minimum spend of \$2000/month is required for a credit account)
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PRIVACY ACT DISCLOSURE AUTHORITY

TO COMPLY WITH THE PRIVACY ACT 1998 I/we the undersigned, acknowledge that the company has informed me/us, in accordance with s18E(8)(c) of the Privacy Act 1998, that certain items of personal information about me/us contained in this application are permitted to be kept on a credit information file that might be disclosed to a credit reporting agency. Furthermore, I/we agree in accordance with the provisions of paragraph (b), (e) and (h) of s.18K(1) and/or s.18L(4) of the Privacy Act 1998 that disclosure by a credit reporting agency and/or use by the company of the relevant information referred to in those sections may occur for the purpose of processing this application.

The applicant(s) apply to Growers Own for credit on the terms and conditions as set out below:

1. That all information supplied to us is true and correct.
2. That the applicant immediately notify us of any change affecting legal entity, structure, management or control.
3. That the terms of payment are strictly net 7 days from date of invoicing
4. That the applicant acknowledge that we may:
 - Refuse your application for credit facilities.
 - Withdraw or vary credit facilities at our discretion without prior notice.
 - Withhold supply irrespective of whether an order has been accepted or not, if for any reason we determine that no further credit is to be extended.
 - Charge the applicant for all expenses incurred in obtaining or attempting to obtain payment of overdue amounts
 - Charge interest on overdue accounts at a rate of interest of up to 3% per month.
5. That the applicant consents and agrees that we may:
 - Obtain credit reports from credit reporting agencies or other credit providers for the purpose of assessing credit worthiness in respect to this application.
 - Exchange information with other credit providers.
6. You the applicant agree to our terms and conditions of sale that forms part of this application.
7. If the applicant is a trust or company, then the applicant's trustees or directors agree to be bound by the guarantee that forms part of this application.

APPLICANT'S SIGNATURE

The signature below represents and warrants that the party signing below is an authorized representative of the company and agrees to the trading terms.

Applicant's Name Title Signature Date

CUSTOMER DETAILS

Please complete all sections as applicable and sign the Deed of Guarantee

Customer Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:		
Full or Legal Name:		
Trading Name (if different from above):		
Physical Address:	State:	Postcode:
Postal Address:	State:	Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>		
D.O.B.:	Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other –ie Club, Charity)</i>		
ABN:	ACN:	Date Registered/Established <i>(current owners)</i> :
Nature of Business:		
Estimated Weekly Spend: \$	Credit Limit Required: \$	Annual Sales Turnover: \$
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:		D.O.B.:
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Email Address:		
(2) Full Name:		D.O.B.:
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Email Address:		
(3) Full Name:		D.O.B.:
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Email Address:		
Account Terms: <input type="checkbox"/> 7 Days <input type="checkbox"/> COD <input type="checkbox"/>		
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO	Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:		
Accounts Contact:	Phone No:	
Bank and Branch:	Account No:	
Trade References: <i>(please provide companies that are willing to do trade references)</i>		
Name	Address	Phone / Email:
1.		
2.		
3.		

OFFICE USE ONLY

A credit check must be carried out using the references supplied. A minimum of three (3) references must be obtained.

Company Name	Length of Time Traded	Average Monthly Purchase	Average Payment Period	Terms Offered	Comment
1					
2					
3					

Manager Approval	Date:	Credit Limit:
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DEED OF GUARANTEE

1. In consideration of the Applicant at the request of the Guarantor/s specified below accepting the credit application specified below and/or providing goods and services from time to time to the Business named below, the Guarantor/s hereby guarantee/s (and if more than one each of them jointly and severally guarantee) the punctual payment to Growers' Own of all monies which are now or may from time to time be payable by the Business to Growers' Own.
2. This Guarantee shall be a continuing Guarantee and the liability of the Guarantor/s shall not be discharged, lessened or affected by:
 - (a) any time or other indulgence which Growers' Own may allow the Business or the waiver of any right of Growers' Own against the Business;
 - (b) any legal disability of the Business or any co-Guarantor;
 - (c) the bankruptcy, dissolution, winding up or death of any proprietor of the Business or any Guarantor or the appointment of an administrator or receiver and/or manager to the Business.
 - (d) the assignment, termination or variation of any agreement between Growers' Own and the Business, the discharge or the taking of any other security, or release of the Business or any co-Guarantor;
 - (e) any payment to Growers' Own which is or may be subsequently avoided by the application of law;
 - (f) the fact that this deed is not duly executed by Growers' Own, the Business or any Guarantor.
3. Unless and until all of the Growers' Own receive payment in full of all the monies referred to in Clause 1 the Guarantor/s will not be entitled to claim or receive any payment of any nature in the winding up or bankruptcy of the Business or under any arrangement with its creditors and shall not be entitled to claim the benefit of any security held at any time by any of the companies.
4. Growers' Own may at any time release or discharge a Guarantor from his obligations under this Deed or grant time to pay, accept a composition from or enter other arrangements with the proprietor of the Business or a Guarantor without affecting the liability of any other Guarantor under this Deed except that any payment received Growers' Own under such composition or arrangement will operate as a discharge of liability to the extent of the payment.
5. If the monies payable by the Business to Growers' Own become irrecoverable for any reason, the Guarantor/s hereby jointly and severally indemnify Growers' Own in respect of any loss, cost or expense sustained by that company. This clause creates a primary liability operating independently of the Guarantee contained in clause 1.
6. The creation, construction, performance and enforcement of this Deed of Guarantee shall be governed in accordance with the laws of the State of Queensland and the parties hereto submit to the non exclusive jurisdiction of the Courts of that State.
7. This is an important legal document and Growers' Own recommends that the Guarantor seek legal advice as to its meaning and effect. The guarantor acknowledges that Growers' Own has afforded the Guarantor full and unrestricted opportunity to seek independent legal advice on the Guarantor's obligations under this Deed prior to execution.

CREDIT APPLICATION DATED: _____

BUSINESS: _____

GUARANTOR(S) FULL NAME: _____

GUARANTOR(S) ADDRESS: _____

SIGNED SEALED AND DELIVERED)
BY GUARANTOR)
IN THE PRESENCE OF)
_____)
Guarantor

.....
Witness

SIGNED SEALED AND DELIVERED)
BY GUARANTOR)
IN THE PRESENCE OF)
_____)
Guarantor

.....
Witness

THE COMMON SEAL OF)
WAS DULY AFFIXED)
IN THE PRESENCE OF:)
_____)
Guarantor

.....
Witness

Growers' Own

TERMS OF SALE

1. **THESE TERMS OF SALE** govern any sale of goods or services by Growers' Own and are subject to change by Growers' Own from time to time without notice.
2. **IN THIS DOCUMENT** the following interpretations and meanings shall apply:
 - (a) "Buyer" means the party or parties buying goods or services from Growers' Own.
 - (b) "Goods" means the items from time to time supplied by Growers' Own to the Buyer.
 - (c) "Specified Period" means for each invoice:
 - (i) For credit approved accounts such period as Growers' Own specifies from time to time in writing and if not so specified, 14 days from the date on which the Goods were invoiced to the buyer.
 - (ii) Cash on delivery otherwise
3. **EXCLUSION OF LIABILITY**
 - (a) Other than terms which are implied by Statute and which may not be excluded, this document constitutes the entire contract between the Buyer and Growers' Own and all representations warranties terms and conditions other than those contained herein are to the extent permitted by law, hereby excluded.
 - (b) Without limiting the generality of sub-clause (a) hereof and subject to Clause 3 the conditions and warranties implied by the Sale of Goods Act (QLD) shall not form part of this Agreement.
 - (c) Nothing contained in this Agreement shall restrict, exclude or modify any condition warranty obligation or liability which is implied or imposed by virtue of any applicable Statute, Statutory rule or regulations insofar as and to the extent to which such condition warranty obligation or liability cannot lawfully be excluded, restricted or modified.
Should any liability arise as a result of the preceding sub clause the liability of Growers' Own shall be limited to the replacement of the goods or the supply of equivalent goods
 - (d) To the extent permitted by the Trade Practices Act or any similar Federal or State legislation:
 - (i) For the purpose of Division 2A of Part V of the Trade Practices Act where Growers' Own is to import goods into Queensland to satisfy any order placed by the Buyer such order will be accepted only on the understanding that the goods, the subject of the order are to be imported into Queensland on behalf of the Buyer.
4. **BUYER'S PURPOSE**
 - (a) The buyer warrants and agrees that all Goods purchased hereunder are purchased in the ordinary course of the Buyer's business and for the purpose of engaging in such business; and/or for the purpose of reselling or resupplying the Goods in the ordinary course of the Buyer's business or for the purpose of using them up
 - (b) In the case where the Buyer purchases for the purpose of resupplying the Goods, whether by sale, exchange, lease, licence or any other means whatsoever:
 - i) the Buyer shall not apply any description to the Goods in the course of advertising, marketing, distributing or resupplying the Goods or at any other time unless such description has been the subject of prior written approval by Growers' Own; and
 - ii) the Buyer shall not resupply the Goods by reference to any sample without the prior written consent of Growers' Own and then shall ensure that the Goods so resupplied shall correspond with the relevant sample.
5. **PACKAGING AND TRADEMARKS ETC**

The Buyers shall only resell or resupply the Goods in the same condition, packaging and get-up as that originally supplied by Name of Principal Company and the Buyer shall not alter, remove, conceal, add to or vary any notices, promotional material, trademark or tradename appearing on the Goods or their packaging as supplied by Growers' Own to the Buyer.
6. **PRICE AND PAYMENT**
 - (a) The prices payable by the Buyer for the Goods shall be as agreed from time to time by the parties and shall be paid within the Specified Period. Growers' Own may vary the Specified Period for payment by giving written notice to the Buyer.
 - (b) Subject to subclause (c) of this clause 7, payment of the amount of Buyer owes Growers' Own under this contract shall be deemed only to have been made when cash has been received by Growers' Own or cheques for the price have been met and honoured in full. Price shall include any interest due under subclause (e) below.
 - (c) Growers' Own shall accept payment for Goods provided to a Buyer under this contract by credit card, in which event the Buyer shall pay to Growers' Own an administration charge at the rate of 3% of the GST inclusive price payable for the Goods. Payment of the amount the Buyer owes Growers' Own under this contract (including the administration charge) shall be deemed to have been made by credit card at the time the credit transaction is processed by Growers' Own. The amount so paid must be the total amount due, partial payment by credit cards are not permitted.
 - (d) The Buyer shall not be entitled to make any deductions or set off any amounts against monies owing to Growers' Own under this contract without the prior written approval of Growers' Own.
 - (e) The Buyer shall be liable to pay interest for any monies payable by the Buyer to Growers' Own which remain outstanding after 14 days following delivery of the Goods to the Buyer, at the rate of 3% per month of the amount outstanding from time to time (or pro-rata for part of a month), such interest amount to be payable at the same time as payment of the invoice price of the Goods is made.
9. **GST**

All amounts payable by the Buyer to Growers' Own for Goods (or services) referred to in these Terms of Sale or otherwise quoted by Growers' Own to a Buyer are exclusive of GST and represent the GST exclusive supply price. Apart from any amounts payable by the Buyer to Growers' Own pursuant to these Terms of Sale, if GST is payable in relation to any Goods (or services) supplied to a Buyer by Growers' Own, an amount for GST (less any savings as a result of removal of sales tax) will be added to the GST exclusive supply price attributable to any supply and is payable by the Buyer at the same time as that amount to which the relevant GST liability relates is payable.
10. **CREDIT APPLICATION**
 - (a) The Buyer acknowledges that the information contained in the Credit Application form will be used by Growers' Own to decide whether or not credit is to be provided to the Buyer and warrants that all such information is correct.
 - (b) The Buyer acknowledges that Growers' Own shall have an absolute discretion as to:
 - (i) whether or not credit is to be provided to the Buyer, and
 - (ii) the extent of the credit, if any, in the absence of any Agreement in writing between the parties.
 - (c) The buyer shall notify Growers' Own immediately in writing of any change in the details contained in the Credit Application.
 - (d) Growers' Own reserves the right to withdraw credit facilities at its discretion at any time.
 - (e) The Buyer acknowledges that the information in the application may be passed on to a credit agency and consents to the Buyer's credit status being disclosed.
11. **MISCELLANEOUS**
 - (a) If there is more than one Buyer then each and every reference to the Buyer shall mean all such Buyers jointly and each of them severally.
 - (b) The creation, construction, performance and enforcement of this Agreement shall be governed in accordance with the laws of the State of Queensland and the parties hereto submit to the non-exclusive jurisdiction of the Courts of that State.
 - (c) It is acknowledged by the Buyer that there is no exclusive arrangement between the Buyer and Growers' Own, or undertaking by Growers' Own for the exclusive supply of the Goods.
12. **RETURNED GOODS**

In the event that the Buyer wishes to return any Goods supplied by Growers' Own for any reason other than that the Goods are damaged, Growers' Own may in its absolute discretion agree to the return of the Goods if:

 - (a) Goods may be refunded only after an authorisation number (RA number) has been allocated. An RA number will only be considered in the following circumstances:
 - (i) goods delivered incorrectly;
 - (ii) orders cancelled within 24 hours;
 - (iii) damaged products.
 - (b) The Goods are returned in the same condition (including all packaging promotional material and get-up) as that in which they were supplied to the Buyer.
 - (c) The Goods have been fully paid for by the Buyer, in which case Growers' Own shall not be under any obligation to pay any monies whatsoever to the Buyer but shall credit the account of the Buyer with 85% of the net invoice values of the relevant Goods to be offset against future purchases made by the Buyer and Growers' Own shall be entitled to retain the remaining 15% to cover Growers' Own's costs and handling expenses.

Accepted for and on behalf of the Buyer:

Signature: _____ Date: _____

Name: _____
(Please print)

Title: _____