



52 009 411 367

NEW ACCOUNT CREDIT APPLICATION

This is an application for a commercial credit account relating the supply of services by Bruce Avery Transport Pty Ltd (ACN 009 411 367) (Carrier) on the terms and conditions (as may be varied from time to time) that regulate the supply, including without limitation:

1. The Terms and Conditions, a copy of which is attached to this application; and
2. The Deed of Guarantee and Indemnity (to be completed for companies and trusts).

APPLICANT INFORMATION

Company name – In Full:

Trading Name - In Full:

Sole trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Company: <input type="checkbox"/>	Other: <input type="checkbox"/>
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CREDIT LIMIT REQUESTED:

Type of Business:

Office Address:

Postal Address:

Phone:	E-mail:
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ACN:	Phone:
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ABN:

ACCOUNTS PAYABLE CONTACT

Name:

Phone:	E-mail:
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DIRECTOR/ PARTNER DETAILS

Name:

Address:

Phone	E-mail:
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Name:

Address:

Phone:	E-mail:
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Have any of the above individuals been declared bankrupt? YES / NO

Has the company/business been refused credit? YES / NO

BUSINESS/TRADE REFERENCES

Company name:

Company name:

Contact name:

Contact name:

Address:

Address:

City:

Postcode:

City:

Postcode:

Phone:

Phone:

Fax:

Fax:

E-mail:

E-mail:

Perth Office | Depot
 3 Kalamunda Rd, South Guildford, WA 6055
 PH: 08 9250 2755

Darwin Office | Depot
 22 McKinnon Rd, Pinelands, NT 0829
 PH: 08 8931 4200

BRUCE AVERY

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Company name:		Company name:	
Contact name:		Contact name:	
Address:		Address:	
City:	Postcode:	City:	Postcode:
Phone:		Phone:	
Fax:		Fax:	
E-mail:		E-mail:	

1. The person or company detailed above (Applicant) acknowledges that any goods or services supplied by the Carrier following this Application will be pursuant to the Carrier's sales order terms and conditions (a copy of these terms and conditions is attached).
2. The Applicant must not (if any) exceed the credit limit approved by the Carrier and advised to the Applicant. The Carrier may in its sole discretion increase or reduce the Applicant's credit limit at the Applicant's request. The Carrier may also give credit for an amount in excess of the approved credit limit, reduce the Applicant's credit limit or stop providing credit at any time as it sees fit at any time.
3. The Applicant acknowledges that if it fails to comply with the Terms and Conditions or any order, the Carrier may cease to provide credit facilities.
4. The Applicant shall indemnify and keep indemnified the Carrier and its officers, employees and agents and each of them from and against all actions, claims, proceedings or demands which may be brought or made against them and each of them in respect of any loss, injury or damage arising out of any breach of these terms by the Applicant.
5. The Privacy Act 1988 (Cth) (as amended) governs the use of a person's private information obtained by an organisation from dealings with that person and the way in which organizations should treat personal information. The Carrier will apply the National Privacy Principles of the Privacy Act in respect of the information the Applicant provides in making this credit application.

The Applicant certifies that the above details are true and correct, and accepts and agrees to comply with the above terms of credit.

Please return completed Credit Applications to accounts@bruceaverytransport.com

SIGNATURE OF CUSTOMER

Name:	Name:
Date:	Date:
Sign:	Sign:

OFFICE USE ONLY

Application approved by:	Date of approval:
Credit Limit \$:	Reference check complete:
ABN Checked:	

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DEED OF GUARANTEE AND INDEMNITY

THIS DEED OF GUARANTEE AND INDEMNITY BETWEEN

BRUCE AVERY TRANSPORT PTY LTD (ACN 009 411 367) (“we” / “us”); AND

Guarantor (“you”) whose details are specified in the execution clause of this deed.

At your request, we have extended or may extend or continue to extend credit to the Applicant whose details are noted in the Application for Commercial Credit (together with its successors, the Debtor) on condition that you enter into and execute a Guarantee and Indemnity on the following terms.

IT IS AGREED:

- (1) This Guarantee and Indemnity is entered into in consideration of us providing or continuing to provide credit in connection with the provision of goods and/or services to the Debtor.
- (2) You unconditionally and irrevocably guarantee the payment of all amounts payable by the Debtor to us for any reason or circumstance in connection with any agreement between the Debtor and us. If the Debtor fails to pay any amount payable to us on time and in accordance with any arrangement under which it is expressed to be owing, then you agree to pay the amount outstanding on demand by us.
- (3) As a separate obligation, you unconditionally and irrevocably indemnify us and agree to pay us on demand for any liability, loss or damage we may suffer or incur for any reason if the Debtor does not pay us any amounts which the Debtor owes us under, or in connection with, any agreement or we cannot for any reason recover any amount from you under the guarantee contained in clause 2. You agree to pay us on demand a sum equal to the amount of any such liability, loss or damage.
- (4) This Guarantee and Indemnity is continuing and is irrevocable until discharge under the terms of this Guarantee and Indemnity and the credit facility covered by the Debtor's application ceases.
- (5) Your obligations are principal obligations and not ancillary or collateral to any other obligation.
- (6) We are not required to proceed against the Debtor, or exhaust any remedies we may have against the Debtor, or enforce any security we may hold with respect to the Debtor's obligations but are entitled to demand and receive payment from you when any payment is due under this Guarantee and Indemnity.
- (7) You will remain liable under this Guarantee and Indemnity even if:
 - (a) we give the Debtor extra time to pay;
 - (b) we tell the Debtor that it does not have to pay;
 - (c) we are slow in taking action to enforce this Guarantee and Indemnity;
 - (d) we change any agreement without your consent;
 - (e) another person grants any security over any agreement;
 - (f) a person who was to sign this Guarantee and Indemnity does not do so; or
 - (g) anything else happens which would otherwise have the effect of releasing you from the guarantee or indemnity contained in this Guarantee and Indemnity.
- (8) Until the whole of the Debtor's obligations have been paid or satisfied, you must not (except with our written consent):
 - (a) reduce your liability under this Guarantee and Indemnity by claiming that you or the Debtor or any other person has a right of set-off or counterclaim against us;

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- (b) claim an amount in the insolvency of the Debtor or another guarantor a party to this Guarantee and Indemnity.
- (9) You acknowledge that you are responsible for making yourself aware of the financial position of the Debtor and any other person who guarantees the payment of money under this Guarantee and Indemnity.
- (10) You declare that you are not signing this Guarantee and Indemnity as a result of a representation, statement or promise made by us or anyone on our behalf other than as set out in this Guarantee and Indemnity. You acknowledge that prior to signing this Guarantee and Indemnity, you were advised by us to obtain independent legal and financial advice and represent that you fully understand the nature and extent of your obligations under this Guarantee and Indemnity.
- (11) You are liable for all the obligations under this Guarantee and Indemnity both separately on your own and jointly with any one or more other persons named in this Guarantee and Indemnity.
- (12) The laws of Australia apply to this Guarantee and Indemnity. The parties irrevocably submit to the jurisdiction of the appropriate court convenient to us in respect of any claims, proceedings and matters arising out of or in respect of these terms and conditions.
- (13) You charge with payment of any indebtedness due herein to us all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by you. You agree that if demand is made by us, upon receiving such a demand you will immediately execute a mortgage or other instrument of security, hereby acknowledging the right to lodge a caveat, as required, and against the event that you fail to do so within a reasonable time of being so requested, you hereby irrevocably and by way of security appoint any credit manager or solicitor engaged by us to be the guarantor's true and lawful attorney to execute and register such instruments.
- (14) You consent to us:
- (a) obtaining from a credit reporting agency a consumer credit report containing information about you or your related entities for the purpose of assessing whether to accept you as a guarantor for credit applied for by the Debtor and to assist in collecting overdue payments;
- (b) disclosing to a credit reporting agency information about any default by you or your related entities under this Deed of Guarantee and Indemnity.

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EXECUTED AS A DEED BY THE GUARANTOR:

Dated this _____ day of _____ 20__

SIGNED SEALED AND DELIVERED

.....
(Signature of Guarantor)

Full Name of Guarantor (BLOCK LETTERS)

Witness Signature

Print Full Name

Address

Occupation

SIGNED SEALED AND DELIVERED

.....
(Signature of Guarantor)

Full Name of Guarantor (BLOCK LETTERS)

Witness Signature

Print Full Name

Address

Occupation

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