



PO BOX 2325
WERRIBEE. VIC. 3030.
03 9741 7999
accounts@madbrosearthmoving.com

ACN – 122 889 007

CREDIT APPLICATION – 30 Day account

Customer (Applicant) Details

☐ Sole Trader ☐ Company ☐ Partnership ☐ Trading Trust ☐ Other (Specify)

Applicant name: _____ ACN: _____

Trading name: _____ ABN: _____

Trust name if applicable: _____

Street Address: _____ Suburb: _____ Postcode _____

Postal Address: _____ Suburb: _____ Postcode _____

Date Business Incorporated: _____ Nature of Business: _____

Primary Contact Name: _____ Ph no: _____

Primary Contact Email: _____

Acc Payable Contact: _____ Ph no: _____

Acc Payable Email: _____

Name of Bank: _____

Account Name: _____

BSB: _____ Account No: _____

Estimated Credit Required: \$ _____

Do you operate a purchase order system ☐ Yes ☐ No

Trade References

Name: _____ Contact Name: _____ Ph no: _____

Email: _____

Name: _____ Contact Name: _____ Ph no: _____

Email: _____

Name: _____ Contact Name: _____ Ph no: _____

Email: _____

Details of : Directors / Sole Traders / Partners / Trustees

1.Full Name:_____ D.O.B:_____

Address: _____

Drivers Licence No: _____ Telephone No:_____

Has this Director ever been bankrupt, In Administration or Liquidation Yes / No

If Yes – Date & Company _____

2. Full Name:_____ D.O.B:_____

Address: _____

Drivers Licence No: _____ Telephone No:_____

Has this Director ever been bankrupt, In Administration or Liquidation Yes / No

If Yes – Date & Company _____

3. Full Name:_____ D.O.B:_____

Address: _____

Drivers Licence No: _____ Telephone No:_____

Has this Director ever been bankrupt, In Administration or Liquidation Yes / No

If Yes – Date & Company _____

Office Use Only

Rep: _____ Credit Limit Approved: _____

Authorised: _____ Credentials Checked: _____

Notes: _____

CREDIT APPLICATION TERMS & CONDITIONS



MAD BROTHERS EARTHMOVING PTY LTD (sometimes hereinafter called "the Supplying Company")

ACN – 122 889 007

1. The Applicant warrants that the goods and services for which credit is being applied for, are not used for personal domestic or household purposes.
2. The Applicant warrants that the information provided is accurate, correct and complete, and is supplied for the purpose of obtaining credit, and is relied upon by the Supplying Company to grant credit to the Applicant.
3. The person/s signing below warrants that he/she is duly authorized by the Applicant to apply for credit and execute this Application on its behalf.
4. In the event of Mad Brothers Earthmoving Pty Ltd granting credit facilities to the Applicant then: -
 - a) All accounts are to be settled in full within the agreed trading terms noted on the Mad Brothers Earthmoving Pty Ltd statement and/or invoice. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
 - b) Should the Applicant default in making any payment in accordance with the agreed trading terms, then all monies due to Mad Brothers Earthmoving Pty Ltd shall immediately become due and payable. Mad Brothers Earthmoving Pty Ltd shall be entitled to charge interest at the rate of 1.5% per calendar month calculated in arrears on all overdue amounts from the due date for payment until the date of actual payment and such interest shall capitalize monthly.
 - c) Any expense and/or costs or disbursements incurred by Mad Brothers Earthmoving Pty Ltd in recovering any outstanding monies including debt collection agency fees and legal costs, shall be paid by the Applicant.
 - d) All fees, costs and expenses incurred to effect and maintain the security interest in clause 5 of the terms and conditions and the Director's Guarantee, shall be paid by the Applicant.
 - e) It is expressly understood and agreed that this credit arrangement may be terminated at any time by Mad Brothers Earthmoving Pty Ltd. In that event, all monies owing to Mad Brothers Earthmoving Pty Ltd will be immediately due and payable.
 - f) Mad Brothers Earthmoving Pty Ltd may at any stage during the continuance of the credit arrangement, impose as a condition precedent to the grant of further credit, that the Applicant give such security or additional security as Mad Brothers Earthmoving Pty Ltd shall in its discretion think fit. Mad Brothers Earthmoving Pty Ltd shall be entitled to withhold supply of goods and services or further credit until such security or additional security is obtained.
5. Where the Applicant is a Trustee, the Applicant shall be liable on the account in its personal capacity as trustee, and in addition the assets of the Trust shall be made available to meet payment of any monies due and owing to Mad Brothers Earthmoving.
6. To secure the payment of the monies in clause 4 above, the Applicant; -
 - a. in its own capacity as Trustee if applicable, hereby charges to Mad Brothers Earthmoving Pty Ltd, all of the Applicant's and the Applicant Trust's present and after acquired personal and/or real property which they both or either of them have now, or in the future. The Applicant (in its own capacity and in its capacity as Trustee, if applicable) consents to the Registration of a financing statement including any financing change statements on the PPSR in relation to the aforementioned personal property of the Applicant and the Applicant Trust (if applicable), and consents to the registration of a caveat over any of the aforementioned real property of the Applicant and the Applicant Trust. The Applicant (in its own capacity and in its capacity as trustee, where applicable) acknowledges and agrees that this charge constitutes the grant of a continuing Security Interest in the said personal property in favour of Mad Brothers Earthmoving Pty Ltd, and agrees that any of the personal property or the proceeds of the personal property that comes into existence after the date of this contract will come into existence subject, where applicable, to the security interest without the need for any further action by any party to this contract.
 - b. To the maximum extent permitted by law, the Applicant (in its own capacity and in its capacity as trustee, where applicable) waives any rights it may have pursuant to, and the parties expressly contract out the PPSA in accordance with section 115 of the PPSA in respect of each of the sections referred to therein and hereinafter specified, that is to say in sections 95, 121 (4), 130 to the extent that section requires notice to grantor), 132(3)(d), 132(4), 143 and Division 6 of Part 4.3 of the PPSA. The Applicant (in its own capacity and in its capacity as trustee, where applicable) waives its right to receive a Verification Statement under section 157 of the PPSA in relation to any registration event referred to in section 155(a) or the right to receive a Financing Statement, or a Financing Change Statement in respect of any Security Interest Created by this Contract.
 - c. For the purposes of this clause "PPSA" means the *Personal Property Securities Act 2009* (Cwlth) and "PPSR" means the Personal Property Security Registry established by the PPSA. Unless otherwise defined in these terms and conditions the terms and expressions used in this clause 5 have the meanings given to them, or by virtue of the PPSA.
7. The Applicant and, in the case of an Applicant Company, its directors, hereby authorizes and unconditionally grants its consent to Mad Brothers Earthmoving Pty Ltd obtaining from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its credit account so as to assist Mad Brothers Earthmoving Pty Ltd in deciding whether to grant credit or to continue to grant credit to it, or for collecting overdue payments in respect of commercial credit applied for, or provided to it. The Applicant further authorizes and consents to Mad Brothers Earthmoving Pty Ltd agencies and credit providers (including identity particulars and details or overdue payments), who have or are or intend to enter into some commercial or business dealings with it and/or grant credit to it. For the purposes of this paragraph "report" and "information" include any credit report originating from a credit reporting agency or any other record or information that has bearing on the Applicant's creditworthiness, credit standing, credit history, credit capacity and personal information.
8. The parties agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the State of Victoria and the parties agree to submit to the jurisdiction of the Courts of that State.

1. Name _____ Signature _____ Date _____

In the presence of: Witness Name _____ Signature _____ Date _____

2. Name _____ Signature _____ Date _____

In the presence of: Witness Name _____ Signature _____ Date _____

3. Name _____ Signature _____ Date _____

In the presence of: Witness Name _____ Signature _____ Date _____

DIRECTORS GUARANTEE



Guarantee of the Directors Applicant Company (jointly and severally) as named in the Applicant Details section:

1. The Supplying Company has provided or is to provide credit facilities to the Applicant Company at the request of the Directors of the Applicant Company named above ("the Directors").
2. The Directors jointly and severally guarantee to the Supplying Company the due performance by the Applicant Company to the supplier of whatsoever nature and howsoever arising.
3. The guarantee should be a continuing guarantee for the purport of securing the performance of the whole obligations of the Applicant Company.
4. The Directors may only be released from this guarantee in the following events:
 - a) By agreement of the Supplying Company or,
 - b) By giving notice in writing to the Supplying Company by certified mail of the renunciations of this guarantee which renunciation shall be effective of all facilities loan and accommodations provided to the Applicant Company by the supplier on or after the date of the receipt by the supplier of such intimation, and not otherwise. The renunciation will not be effective until acknowledged by the Supplying Company in writing.
5. The Directors covenant with the Supplying Company to indemnify the Supplying Company in respect of all and any loss caused by the failure of the Applicant Company to adhere to the obligations of the Applicant Company to the Supplying Company.
6. (a) To secure the guarantee and indemnity, the Director/s each hereby charge to Mad Brothers Earthmoving Pty Ltd, all of each Director/s's right title and interest in and to all of each of the Director/s's present and after acquired personal and/or real property which they have now or in the future.

The Director/s consents to the Registration of a financing statement, including any financing change statements, on the PPSR in relation to the aforementioned personal property and consents to the registration of a caveat over any of the aforementioned real property of the Director/s. The Director/s acknowledge and agree that this charge constitutes the grant of a continuing Security Interest in the said personal property in favour of Mad Brothers Earthmoving Pty Ltd, and agrees that any of the personal property or the proceeds of the personal property that comes into existence after the date of this contract will come into existence subject, where applicable, to the security interest without the need for any further action by any party to this contract.

(b) To the maximum extent permitted by law, the Director/s waive any rights they may have pursuant to, and the parties contract out the PPSA in accordance section 115 of the PPSA in respect of each of the sections referred to therein and hereinafter specified, that is to say in sections 95, 121 (4), 130 to the extent that section requires notice to grantor), 132(3)(d), 132(4), 143 and Division 6 of Part 4.3 of the PPSA. The Director/s waive their right to receive a Verification Statement under section 157 of the PPSA in relation to any registration event referred to in section 155(a) or the right to receive a Financing Statement, or a Financing Change Statement in respect of any Security Interest Created by this Contract.

(c) For the purposes of this clause "PPSA" means the *Personal Property Securities Act 2009* (Cwlth) and "PPSR" means the Personal Property Security Registry established by the PPSA. Unless otherwise defined in these terms and conditions the terms and expressions used in this clause shall have the meanings given to them, or by virtue of the PPSA.
7. In the event of default of the part of the Applicant Company the Supplying Company shall be entitled any time thereafter to take action against any of the Directors to recover the whole or any part of monies outstanding to the Supplying Company by the Applicant Company irrespective of the taking or otherwise of any action against the Applicant Company.

SIGNED sealed and delivered by each of the above Directors:

1. Name _____ Signature _____ Date _____

In the presence of: Witness Name _____ Signature _____ Date _____

2. Name _____ Signature _____ Date _____

In the presence of: Witness Name _____ Signature _____ Date _____

3. Name _____ Signature _____ Date _____

In the presence of: Witness Name _____ Signature _____ Date _____