



CREDIT APPLICATION - 7 DAYS FROM INVOICE

1. Trading Name: _____
2. Postal Address: _____
3. Delivery Address: _____
4. Phone Number: _____ Fax Number: _____
5. This business is: Registered Company () Sole Trader ()
Partnership () Other ()

Registered Name (if applicable): _____

Australian Company Number: _____

Registered Office: _____

6. Nature of Business: _____

7. Contact Details of Directors / Partners / Proprietors:

<u>Surname</u>	<u>Given Names</u>	<u>Address</u>	<u>Telephone</u>

8. Name of Bank: _____ Branch: _____

9. Accountant Details: _____

10. Date Business Commenced: _____

11. Trade References:
- 1) _____ Telephone: _____
- 2) _____ Telephone: _____
- 3) _____ Telephone: _____

I / We understand that by signing this Application for Credit that I / We shall be required to honour my / our obligation for payment to **Sunrise Bakery (TAS) Pty Ltd** within the terms and conditions as outlined on each invoice for goods and services authorised by me / us / our company to be charged to my / our account, in consideration of you granting me / us / our company credit. I / We agree to make good net cash payment on or before the end of the seventh (7th) day following date of delivery.

Applicants Signature: _____ Dated: _____
Position: _____

PRIVACY ACT 1988 AND PRIVACY AMENDMENT ACT 1990

If **SUNRISE BAKERY (TAS) PTY LTD ACN 009 541 011** considers it relevant to assessing my / our application for commercial credit, I / We agree to **SUNRISE BAKERY (TAS) PTY LTD** obtaining from a credit reporting agency a credit report containing personal credit information regarding me / us in relation to commercial credit provided by **SUNRISE BAKERY (TAS) PTY LTD**.

If **SUNRISE BAKERY (TAS) PTY LTD** considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I / We agree to **SUNRISE BAKERY (TAS) PTY LTD** receiving from a credit reporting agency a credit report containing personal information regarding me / us in relation to collecting overdue payments.

I / We agree that **SUNRISE BAKERY (TAS) PTY LTD** may provide to and seek from any credit providers named in a credit report issued by a credit reporting agency information about my / our credit arrangements. I / We understand that this information can include any information about my / our credit worthiness, credit standing, credit history and / or credit capacity that credit providers are allowed to give and / or receive from each other under the Privacy Act.

Under *Section 18E (8) (c)* of the Privacy Act **SUNRISE BAKERY (TAS) PTY LTD** is allowed to provide a credit reporting agency personal information regarding your credit application. Any such information which may be provided to any credit reporting agency is covered by *Section 18E (3)* of the Act and includes:-

- Identify particulars (as permitted by the Privacy Commissioner's determination issued under *Section 18E (3)* ;
- The fact that you have applied for credit and the amount ;
- The fact that **SUNRISE BAKERY (TAS) PTY LTD** is a current credit provider to you;
- Payments which become overdue more than sixty (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 **SUNRISE BAKERY (TAS) PTY LTD** you have committed a serious credit infringement ;
- That the credit provided to you by **SUNRISE BAKERY (TAS) PTY LTD** has been paid and / or otherwise discharged.

FULL NAME (PLEASE PRINT):

SIGNATURE:

DATED:



Sunrise Bakery (TAS) Pty Ltd

250 George Town Road

ROCHERLEA TAS 7248

Ph: 03 6326 1855

Fax: 03 6326 2434

Email: enquiry@sunrisebakery.com.au

To: Sunrise Bakery (TAS) Pty Ltd (The Company)
ACN: 009 541 011

In relation to:

(Customer)

IN CONSIDERATION OF THE COMPANY AGREEING TO PROVIDE THE CUSTOMER WITH GOODS OR SERVICES ON CREDIT I/WE THE UNDERSIGNED DIRECTOR(S)/ TRUSTEE(S)/ PARTNER(S)/ PRINCIPAL(S) OF THE CUSTOMER (jointly and severally **GUARANTOR**), HEREBY AGREE THAT:

- a. The Guarantor unconditionally and irrevocably guarantees the Company the punctual payment by the Customer of the Guaranteed Money.
- b. If the Customer defaults in the punctual payment of any of the Guaranteed Money, the Guarantor must pay the whole amount of the Guaranteed Money to the Company immediately on demand. The Company may make such a demand upon the Guarantor from time to time, whether or not a demand has been made by The Company on the Customer.
- c. The Guarantor unconditionally and irrevocably indemnifies the Company against any and all demands, claims, suits, actions, damages, liabilities, losses, costs, taxes and expenses which may be made or brought against or suffered or incurred by them if the Guaranteed Money is not paid on time for any reason or where the Guarantor's obligations to pay the Guaranteed Money becomes unenforceable. The Guarantor acknowledges that its obligation under this indemnity is that of principal debtor and is a separate and distinct obligation from the guarantee.
- d. The Guarantor must pay to The Company immediately upon demand any amounts due under clause (c). The Company may make such a demand upon the Guarantor from time to time, whether or not demand has been made on the Customer.
- e. The Guarantor's obligations (as guarantor, indemnifier or otherwise) will not be affected by anything which might abrogate, prejudice or limit them or the effectiveness of this document including without limitation the granting of any forbearance, time or other indulgence to the Customer.
- f. This document shall be a continuing guarantee and indemnity for the whole of the Guaranteed Money and is not limited to any transaction or other thing. The Guarantor's obligations (as guarantor, indemnifier or otherwise) and The Company's rights will not be affected in whole or in part by anything which might abrogate, prejudice or limit them or the effectiveness of this document, including any of the following:
 1. any release, termination, variation, assignment or novation of a right of The Company or of the Guaranteed Money;
 2. this document being void, voidable or otherwise unenforceable by The Company in accordance with its terms or The Company being estopped from receiving the performance and observance of the Guaranteed Money from the Customer;
 3. the granting of any forbearance, time or other indulgence to or the making of any composition, compromise or arrangement with or the discharge or release of the Guarantor or the Customer;
 4. the death, administration or mental illness of the Guarantor;
 5. the fact that no demand for the performance or observance of the obligations under this document has been made on any Guarantor or the Customer;

6. the liability of any Guarantor being limited; or
7. any act or omission of The Company which prejudices the Guarantor.
- g. The Guarantor will immediately notify The Company in writing should any of the persons named below cease to be a director, trustee, partner or principal of the Customer. Each Guarantor will be bound by the terms of this document until released from its obligations by The Company in writing, such release to be at The Company's sole discretion and on such terms as the Company sees fit (which may require the execution of a guarantee and indemnity by any new director, trustee, partner or principal of the Customer in favour of the Company).
- h. The obligations of the Guarantor under this document bind each person named below jointly and severally.

Definition: "Guaranteed Money" means all money which now or in the future is owing (actually or contingently) by the Customer to the Company in respect of any goods or services supplied to the Customer (or which having now or in the future become owing (actually or contingently) ceases to be owing by reason of any law relating to insolvency and remains unpaid by the Customer and unreleased by the Company).

PRIVACY

Each person named below acknowledges as follows:

1. I understand that my personal information may be disclosed by the Company to a credit reporting agency to obtain a consumer credit report about me and to create or add to a consumer credit information file.
2. I understand this information may include my identity particulars and the fact that I am a Guarantor or proposing to become a Guarantor.
3. I agree that the Company may obtain a consumer credit report about me for the purposes of assessing me as a guarantor and collecting overdue payments.
4. I agree that the Company may exchange personal information, including consumer credit information about me, with credit providers or in any credit report about me and with credit reporting agencies for the purposes of assessing the Customer's application for trade credit and for the purpose of advising of defaults by me.

The Company collects personal information to assess trade and credit applications, to conduct transactions, deliver goods, directly market, develop marketing strategies and for related purposes. Generally, The Company only discloses this information to organisations which help it perform these functions. The Company allows individuals to gain access to the personal information it holds about them.

1 Guarantor's Name (in full)

Home Address

Postcode

Date of Birth

Home Tel No

Guarantor's Signature

Date

Witness Signature

Date

Witness Name

Address

2 Guarantor's Name (in full)

Home Address

Postcode

Date of Birth

Home Tel No

Guarantor's Signature

Date

Witness Signature

Date

Witness Name

Address

3 Guarantor's Name (in full)

Home Address

Postcode

Date of Birth

Home Tel No

Guarantor's Signature

Date

Witness Signature

Date

Witness Name

Address

4 Guarantor's Name (in full)

Home Address

Postcode

Date of Birth

Home Tel No

Guarantor's Signature

Date

Witness Signature

Date

Witness Name

Address

