

## Credit Application | OFS

Thank you for choosing to join the no-commitment Distributor Program for The Office Furniture Shop products!

To get started, please fill in this form and we'll get things moving along. Before you know it, you'll be adding value to your customers by providing them with some great value office furniture products!

### Primary Contact Information:

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**TEL:** \_\_\_\_\_ **MOB:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

### Business Information:

**AUSTRALIAN BUSINESS NUMBER:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**TRADING NAME:** \_\_\_\_\_

**TYPE OF BUSINESS:** INDIVIDUAL SOLE TRADER / PARTNERSHIP / PRIVATE COMPANY  
PUBLIC COMPANY / OTHER: \_\_\_\_\_

**PHYSICAL ADDRESS:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **POST CODE:** \_\_\_\_\_

**BILLING ADDRESS:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **POST CODE:** \_\_\_\_\_

**WEBSITE ADDRESS: WWW.** \_\_\_\_\_

**HOW LONG HAS YOUR BUSINESS BEEN OPERATING:** \_\_\_\_\_

**HOW MANY EMPLOYEES WORK IN YOUR BUSINESS:** \_\_\_\_\_

**PRIMARY TARGET MARKET:** Govt. / Corporate. / Small Business. / Domestic. / Other.

### Payment Method:

*PLEASE TICK ONE OPTION BELOW.*

☐ **30 day account. (Complete the Credit application form over.)**

☐ **PRE-PAY. (VISA, MASTERCARD, PAYPAL, BANK DEPOSIT.)**

## 30 DAY CREDIT APPLICATION FORM:

We advise that our terms of trade for 30 day account customers are as follows:

- Payment is due within 30 days of the end of the month of supply.
- Ownership of goods will not pass until full payment of the account is made, but risk will pass upon delivery.
- The applicant (and guarantors) agrees that monthly interest of 1.5% may be charged on overdue balances and the interest may be capitalized; and hereby agrees to pay any collection and legal costs incurred in the management or recovery of an overdue account
- The applicant (and guarantors) in completing this application authorises Fairmont Commercial Furniture Pty Ltd to disclose information contained herein to a credit reporting agency and to obtain consumer or commercial information permitted by the Privacy Act from a credit reporting agency and to use such information in order to assess the application for credit, and further to verify account references provided in support of this application. These authorities shall remain in force for the duration of the credit contract.

### Directors/Proprietors:

FULL NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POST CODE: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POST CODE: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POST CODE: \_\_\_\_\_

**Business References:**

**BUSINESS NAME:** \_\_\_\_\_

**PHYSICAL ADDRESS:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **POST CODE:** \_\_\_\_\_

**PHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_

**BUSINESS NAME:** \_\_\_\_\_

**PHYSICAL ADDRESS:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **POST CODE:** \_\_\_\_\_

**PHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_

**BUSINESS NAME:** \_\_\_\_\_

**PHYSICAL ADDRESS:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **POST CODE:** \_\_\_\_\_

**PHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_

**Personal Guarantees:**

In consideration of goods being supplied and/or works being performed, I/we do personally guarantee to pay any overdue amounts on demand.

**NAME:** \_\_\_\_\_

**PHYSICAL ADDRESS:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **POST CODE:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_ **SIGNATURE: X** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**PHYSICAL ADDRESS:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **POST CODE:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_ **SIGNATURE: X** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **TRADING TERMS APPLICATION AGREEMENT:**

### **TERMS AND CONDITIONS – 30 DAY ACCOUNT**

1. In this application “the Company” means Fairmont Commercial Furniture t/a The Office Furniture Shop and includes any subsidiary or related body corporate (as the expression is defined in the Corporations Act)

of the Company, any business owned or operated by the company and the successors,

transferees and assigns of any one or more of the companies or entities herein described.

2. All accounts are due and payable within thirty (30) days of the end of the month in which the invoice is dated or as arranged and confirmed in writing by the Company providing the labour services, material and/or equipment . If the Applicant fails to pay any monies payable to the Company by the due date then all monies owing by the Applicant to the Company shall immediately become due and payable. Disputes and/or claims do not constitute grounds for non-payment of amounts other than those in dispute.

3. The Applicant agrees that the Applicant is not entitled to use the facility until it receives notice in writing (“the notice”) from the Company stating that the facility has been granted. Until the Applicant receives such notice in writing from the Company any goods or services that are supplied by the Company to the Applicant shall be on a cash/pre paid basis.

(a) If a goods and services tax is payable, or becomes payable, on any supply of goods or services the subject of an invoice issued by the Company, then the Company may recover from the Applicant the amount of such goods and services tax in addition to and at the same time and in the same manner as the Applicant is obliged to pay for the supply.

(b) The recovery of any amount in respect of goods and services tax by the Company from the Applicant is subject to the Company providing to the Applicant a tax invoice in the appropriate form or doing such other things as are necessary to enable the Applicant (if entitled) to claim input tax credits in respect of the supply.

4. The Company may at any time and from time to time;

(a) Refuse to extend any further credit to the Applicant

(b) Withdraw the facility

(c) Increase or decrease the limit (if any) of the facility provided without notice to the Applicant or the Guarantor (if any).

5. All risks in any goods ordered by the Applicant shall be deemed to pass to the Applicant from the time the goods are loaded or delivered by the Company to a courier or carrier consigned to the Applicant.

6. Any legal costs, stamp duties or any other expenses whatsoever incurred by the Company in respect of the application, agreements, guarantees, securities or other documentation required by the Company or other costs reasonably incurred by the Company in consequence of this application and any other expenses incurred in respect of opening and maintaining any account in the name of the Applicant together with any collection costs, dishonoured cheques, fees, legal costs, whether charged on scale or on any other basis incurred, shall be paid by the Applicant on demand.

7. If the Applicant;

(a) Defaults in the due and punctual observance of all or any of his obligations under any contract arising out of this application; or

(b) Being a person, dies, commits an act of bankruptcy; or

(c) Being a company, takes or shall have taken against it any action for its winding up placement under Official Management or Receivership. Then the Company without prejudice to any rights or remedies open to it may;

(i) Treat as discharged all or any obligation arising from any agreement with the Applicant.

(ii) Retain any security given or monies paid by the Applicant or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum which may be lawfully recovered by the Applicant.

(iii) Reserve the right to enter upon the Applicant's premises or elsewhere to take possession of and remove any goods for which full payment has not been received.

The legal and equitable interest and title in the said goods shall therefore not pass until full payment has been received by the Company.

(iv) Take such steps as it may deem necessary to mitigate the damages suffered including the putting to use, hiring out, sale or disposal of any goods supplied or to be supplied under the contract and in its possession.

8. Should there be any variation to any of the information supplied by the Applicant in this application or in the structure of the Applicant's business (such as a conversion to or from a company or trust) the Company shall forthwith be notified in writing by the Applicant at least 7 days prior to such changes. Unless notification of such variation or change is given and accepted in writing by the Company the original Applicant and those persons who signed as guarantors on this Application Form shall remain liable to the Company as though any goods or services supplied by the Company were supplied to the original Applicant.

If such changes occur the Company may require a new application to be completed and signed. The applicant agrees that it will cause to be signed all documents and do all acts and things appropriate to effect a new application.

9. The Company shall not be deemed to have waived any of the terms or conditions of this application or agreed to any variation thereof unless it has done so expressly in writing and signed by the Company. A waiver of any provision or right under this application shall not constitute a waiver of any other provision or right.

10. Where there is any inconsistency between the terms and conditions of this application and any subsequent agreement for the supply of goods, work or materials by the Company, any such subsequent agreement shall be read down to the extent necessary to give full force and effect to the terms and conditions of this application.

11. In this application words in the singular shall be construed so as to include the plural and words in the masculine gender shall be construed so as to include every other gender.

12. Where the Applicant is a trustee (whether disclosed or not);

(a) The Applicant agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by the Company; and

(b) The Applicant warrants that it has full power and authority for the benefit purposes and objects of the trust to make this application on behalf of the trust and that it shall be bound by the terms of this application both personally and as trustee;

(c) The Applicant confirms that the trustees shall be liable for the account and that in addition the assets of the trust shall be available to meet payment of the account.

13. The Applicant agrees that the certificate of the Company or any person authorised by the Company to give the same shall be conclusive evidence as to the amount owing to the Company by the Applicant and Guarantor.
14. The Company reserves the right to use the services of a mercantile agency.
15. The Applicant agrees that the Law of Tasmania Australia shall apply to this application and its/their dealings with the Company and the Applicant, Guarantor and the Company consent to the jurisdiction of the relevant court in the said state.
16. The Applicant hereby agrees to give the Company authority to seek and provide any information, to the extent allowed under "The Privacy Act", as to the credit and financial responsibilities of the Applicant and/or the Directors/Partners as required by the company from time to time, including obtaining reports from credit reporting agencies and that the information may be used to assist in determining whether to approve this credit application and the Applicant's credit worthiness.
17. If there is more than one Applicant to this credit application then each Applicant is jointly and severally liable.
18. The Company shall not be liable for the non-supply of goods and/or services and under no circumstances shall the company be liable for any loss, damage or delay occasioned to the Applicant arising from non-supply of goods and/or services.
19. The Applicant warrants that the person signing this application is duly authorised by the Applicant to apply for credit and execute this application.

## 20. ACCOUNTS/PAYMENTS

- (a) The Company's terms of trade are 30 days net from the date of statement.
- (b) Supply will be refused for accounts in excess of 30 days following statement until payment is received in full.
- (c) Account administration fees will apply for any accounts exceeding these terms at the prevailing rate on any overdue amount.
- (d) Payment to the Company can be made in the following manner:
  - (i) Cash
  - (ii) Cheque
  - (iii) Bank transfer into our nominated account
  - (iv) EFTPOS

21. Before approving this application or at any time during the terms of the account the Company may require the Applicant/Directors or some other party to provide some satisfactory form of security for the payment of amounts which have been or in the opinion of the company are likely to be charged to the credit facility. The Company may withhold supply of any goods and/or services until the security or additional security is obtained.

APPLICANT'S NAME \_\_\_\_\_

APPLICANT'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The Applicant hereby applies to have an account opened in the Applicant's name with the Company on the terms and conditions contained on all pages of this application form, and has read and understood the same.

The signatory hereby warrants that the information contained in this application is true, accurate and correct and it is acknowledged by the signatory that the information is supplied for the purpose of obtaining credit, and the signatory shall indemnify the Company against any losses, costs, expenses of whatsoever nature including solicitors costs calculated on an indemnity basis that the company shall incur as a result of any information supplied by the signatory not being true, accurate or correct.