



Goldfields Truck & Plant Hire Pty Ltd

ACN 609 095 883  
 ABN 75 609 095 883  
 9 Epis Street, Broadwood WA 6430  
 PO Box 11144 Kalgoorlie WA 6433  
 Phone: +61 487 431 237  
 + 61 448 046 909

Email: [accounts@goldfieldstruckandplant.com.au](mailto:accounts@goldfieldstruckandplant.com.au)  
 Web: [www.goldfieldstruckandplant.com.au](http://www.goldfieldstruckandplant.com.au)

**COMMERCIAL CREDIT APPLICATION**

**PART 1: CUSTOMER'S DETAILS**

Company Name:		A.B.N.:	
Trading Name:		A.C.N.	
Registered Office Address:			
Trading Address:			
Phone No:		Mobile No:	
Email:		Fax No:	
Email Address for Invoices/Statements:			
Amount of Credit Sought (per month): \$			
Are you: (please tick)			
Public Company	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Private Company	<input type="checkbox"/>	Trust	<input type="checkbox"/>
		Sole Trader/Individual	<input type="checkbox"/>
		Other (please specify	<input type="checkbox"/> .....
Are you a Subsidiary/Division of a Parent Company? If YES please fill in the following details:			
Name:			
Address:			
Phone No:		Fax No:	
If the business is operated by a Trust, please provide the NAME of the Trust and the TRUSTEE'S DETAILS:			

**List all Directors/Partners/Business Owners (as applicable)**

Full Name	Address	Phone No.	D.O.B.	Licence No.

**Business Details**

Principal Activities of Business:	
Date Business Commenced Operations:	
Has the Customer or any associated entity, body or person traded with the Company in the past? If YES, under what name?	
Has the Customer or any associated entity, body or person entered a Part X, bankruptcy, administration, deed of company arrangement, liquidation, or receivership in the past? If YES, please provide details:	
BANK Name & Address:	BSB and Account Number:

**PERSON RESPONSIBLE FOR PAYMENT OF ACCOUNT**

<b>Name:</b>	<b>Phone No:</b>
<b>Email Address:</b>	<b>Fax No:</b>

**TRADE REFERENCES** *(Fuel Suppliers, Utilities, Bank or Financial Institutions will not be accepted)*

Referee's Full Name	Address	Phone No.	Email

**PROPOSED GUARANTOR(S)**

Guarantor's Full Name	Address	Phone No.	Email

**PART 2: TERMS OF CREDIT** (PLEASE READ CAREFULLY BEFORE SIGNING)

The Customer applies to establish a credit account with the Company on the following terms:

**Definitions**

1. In these Terms of Credit, the following terms shall have the following meaning:
  - 1.1. **Conditions of Trade** means the Company's General Terms and Conditions as amended from time to time, which are expressly incorporated into Terms of Credit;
  - 1.2. **Credit Application** means this application for credit;
  - 1.3. **Customer** means the applicant applying to establish a credit account whose details appear in Part 1 of this Credit Application;
  - 1.4. **Company** means Goldfields Truck & Plant Hire Pty Ltd (ACN 609 095 883);
  - 1.5. **Goods** means goods specified in a sales order issued by the Company or ordered by the Customer in accordance with any other order process imposed by the Company, as advised to the Customer from time to time;
  - 1.6. **Information** means information about the Customer, including information regarding the Customer's credit arrangement with the Company, the Customer's credit worthiness, credit history and credit capacity;
  - 1.7. **Interested Person, Personal Property, Security Agreement and Security Interest and Verification Statement** have the meanings prescribed to them in the PPSA;
  - 1.8. **PPSA** means the Personal Property Securities Act 2009 (Cth);
  - 1.9. **Purchases** means anything acquired by the Customer from the Company which may be the subject of the Conditions of Trade;
  - 1.10. **Referee** means any referee listed in this Credit Application and any referee who may in future be submitted to the Company as a referee;
  - 1.11. **Register** means the Personal Property Securities Register established under the Personal Property Securities Act 2009 (Cth); and
  - 1.12. **Terms of Credit** means the terms contained in, or imposed pursuant to, Part 2 of this Credit Application and any other terms and conditions inserted into Part 3 of this Credit Application.

**Acknowledgement**

2. The Customer acknowledges that:
  - 2.1. the information provided by the Customer in relation to this Credit Application is correct and is for the use by the Company in determining the amount and conditions of credit to be extended to the Customer;

- 2.2. the Company has relied on the information provided by the Customer in relation to this Credit Application;
- 2.3. they will advise the Company in writing of any proposed changes to the trading address, legal entity, structure or management or control of the Customer within 7 days of the occurrence of such change and any failure to do so shall be deemed to be a breach of the obligations set out herein;
- 2.4. no Purchases will be ordered unless the Customer has the capacity to pay the invoiced price;
- 2.5. this Credit Application will not be valid unless the details requested in Part 1 are provided and the Credit Application is executed by the Customer duly completing the sealing clause at the conclusion of Part 2.

#### **Credit Account and Guarantee**

- 3. The Company may, at its sole discretion, offer the Customer a credit account subject to these Terms of Credit and the Customer will provide such information as the Company may request to enable it to assess this Credit Application.
- 4. Without limiting clause 3, the Company may, at its sole discretion, impose a condition on the provision of a credit account that the directors, partners, or owners of the Customer and/or another third party agree to be bound by the guarantee in the form set out in Part 3 in which they jointly and severally:
  - 4.1. guarantee the payment to the Company of all moneys due to the Company by the Customer in accordance with the Terms of Credit or otherwise; and
  - 4.2. guarantee the performance by the Customer of any and all of the Customer's obligations under this Credit Application.
- 5. The Company may revoke or vary the terms on which the credit account is provided to the Customer at any time with or without notice to the Customer. Where the Company agrees to provide a credit account it will be subject to a credit limit. It is the obligation of the Customer to ensure the account trades within the Customer's approved credit limit and any amount in excess of the approved credit limit shall be repayable immediately by the Customer.
- 6. Where the Customer obtains authority from the Company allowing a third party to conduct transactions upon the Customer's account, such authority can only be cancelled by notice in writing from the Customer. The Customer acknowledges that third party authority to operate a credit account is given solely for the convenience of the Customer and under no circumstance will the Company be liable for any unauthorised transaction on the credit account by a third party and the Customer will remain liable to the Company for any Purchases purchased by the third party on the Customer's credit account.
- 7. Where the Customer makes this Credit Application as trustee of a trust, the Customer agrees to be personally liable to the Company for the obligations of the trust.

#### **Payment terms**

- 8. The Customer will pay any amount for which credit is provided as stated in the Conditions of Trade or if no period is stated within 30 days from the end of the month of the relevant transaction, or as otherwise specified in Part 3 of this Credit Application.
- 9. Where the Customer does not make payment as required under these Terms of Credit as varied from time to time the Customer will pay:
  - 9.1. interest on overdue amounts at the rate of 12% compounded daily from the date of due payment until the date of payment in full of the overdue amount, plus interest; and
  - 9.2. all costs and expenses incurred by the Company as a result of the delay in payment.
- 10. The Company may withhold some or all Purchases ordered by the Customer until all, or any overdue payments have been made, provided that the Company may, in its absolute discretion, decline to reinstate a credit account which has fallen outside its then current trading terms.
- 11. Ownership in and title to any Goods supplied by the Company on credit remains with the Company until the Customer has paid the Company both the purchase price for the Goods and any other money that the Customer may owe to the Company at any time on any account.

### Conditions of Trade and Terms of Credit

12. By executing this Credit Application of Part 2:
  - 12.1. the Customer agrees to comply with the Conditions of Trade, which are expressly incorporated into the Terms of Credit, and acknowledges having been provided with a copy of the Conditions of Trade current as at the date of making this Credit Application; and
  - 12.2. in the event that this Credit Application is successful, the Terms of Credit will apply as the binding terms and conditions upon which a credit account is opened in the Customer's name and credit is provided to the Customer.

### Processing of Credit Application

13. This Credit Application will not be valid unless all details requested in Part 1 are provided and this Credit Application is executed by the Customer and any guarantor duly completing the sealing clause at the conclusion of Part 2.
14. The Company will process this Credit Application within a reasonable time of its lodgement by the Customer and record its decision by completing Part 3 of this Credit Application.
15. By recording a decision in Part 3 to approve this Credit Application and notifying the Customer of the approval, the Company agrees to establish a credit account in favour of the Customer pursuant to the Terms of Credit.

### Credit reporting and the Privacy Act

16. The Customer agrees that for the purposes of the Privacy Act 1988 (Cth) and generally the Company may give to a credit reporting agency personal information about the Customer or otherwise concerning this credit application including:
  - 16.1. the Customer's name, address, date of birth and driver's licence number;
  - 16.2. other personal information concerning any person named in this application;
  - 16.3. the fact that this credit application has been made and the amount of credit applied for;
  - 16.4. the fact that the Company is a current credit provider to the Customer;
  - 16.5. details of payments overdue more than 60 days and for which collection has commenced;
  - 16.6. details of payments no longer overdue;
  - 16.7. details of cheques drawn by the Customer for amounts more than \$100.00 which have been dishonoured more than once;
  - 16.8. in the circumstances specified under the Privacy Act 1988 (Cth), advice that in the opinion of the Company the Customer has committed a serious credit infringement;
  - 16.9. advice that credit provided to the Customer by the Company or other obligation by the Customer to the Company has been paid or discharged.
17. The Customer authorises the Company to give, or seek from, any credit providers that may be named in:
  - 17.1. a credit report;
  - 17.2. the Register; or
  - 17.3. a credit reporting agency report,
 information that credit providers are permitted to give or receive from each other under the Privacy Act 1988 (Cth).
18. The Customer acknowledges that the Company may utilise other sources which it considers necessary in determining whether or not to prove any credit account, including obtaining a report from a credit reporting agency or the Register which report may include personal credit information about the Customer in relation to commercial credit proposed to be provided by the Company.
19. To assist the Company in determining whether to establish or continue the Customer's credit account with the Company, the Customer authorises the Company to obtain information from Referees.
20. This Credit Application shall constitute authority by the Customer to the Referees to release the information to the Company and a copy of this Credit Application may be used by the Company as proof of the Customer's consent to the use of the application for this purpose.

*(If the Customer is a company)*

**EXECUTED by**

..... Pty Ltd

*If the company has a seal*

By affixing the common seal in the presence of the authorised persons:

**or**

*If the company does not have a seal*

By being signed by the authorised persons, the company not having a common seal:



.....  
Director

.....  
Director/Secretary \*

*\*Delete if sole director*

.....  
Dated

*(If the Customer is applicant is not a company)*

**SIGNED SEALED AND DELIVERED by the said**

..... being an authorised officer of the Customer, in the presence of:

.....  
Authorised Officer

.....  
**Witness**

.....  
Dated

**Guarantee**

In consideration of the Company agreeing, at my/our request to provide credit to the Customer I/we agree to be responsible to the Company for all amounts owed by the Customer to the Company from the date of this guarantee. This guarantee is a continuing guarantee and security and my/our liability under it is not affected by the Company giving time or any other indulgence to the Customer.

**GUARANTOR 1**

**SIGNED SEALED AND DELIVERED by the said**

.....

**Guarantor 1**

..... **in the presence**  
**of:**

.....

**Dated**

.....  
**Witness**

**GUARANTOR 2**

**SIGNED SEALED AND DELIVERED by the said**

.....

**Guarantor 2**

..... **in the presence**  
**of:**

.....

**Dated**

.....  
**Witness**

