CREDIT APPLICATION FORM

Freecall: 1800 656 612 | Email: sales@expressoservices.com.au

EXPRESSO services

Application to: EXPRESSO SERVICES - ABN 20 872 028 603

hereinafter called the Credit Provider. I/We hereinafter called the Credit Applicant apply for a credit facility and submit the following information for this purpose: *(To be read and agreed in conjunction with Terms and Conditions on page 2)*

* **Account/Property/ Trading Name:**

* **Trading Address:**

State: **P/code:**

Tick if the property has a forklift: ☐

Postal Address:
If different from Trading Address)

State: **P/code:**

Tick if business is a: **Pty Ltd:** ☐ **Partnership:** **Sole Trader:** ☐ **Trust:** ☐ * **ABN:**

Pty Ltd Co. / Name: **ACN:**

Reg. office address:

State: **P/code:**

* **Telephone Numbers:** **Fax:** **Mobile:**

* **Contact Name & Posistion Held:** * **Email:**

Business Lic. No: **State Reg:**

Paid up Capital: $ **Business Premises: Owned:** ☐ **Leased:** ☐ **Other:**

Credit Limit Required: $ **Date Business Commenced:** / /

Bank: **BSB:** **Account No:**

* **List name address, position held and date of birth of all: Director's, Partner's, Sole Trader's, Trustee's, Guarantor's etc:**

Surname	Given Name/s	Position held	Phone No.	Drivers Lic. No.	D.O.B.
Private address:					

Surname	Given Name/s	Position held	Phone No.	Drivers Lic. No.	D.O.B.
Private address:					

Surname	Given Name/s	Position held	Phone No.	Drivers Lic. No.	D.O.B.
Private address:					

* **List 3 current Trade References:**

Reference Name	Account #	Contact Phone Number/s
1		
2		
3		

Terms and Conditions

The Credit Applicant agrees the following terms and conditions shall apply in considering this application and in the event of the Credit Provider granting a credit facility.

Words incorporating the singular shall include the plural and vice versa.

Goods and/or Service
Goods and/or Services shall mean any goods, products, and services or advise, supplied, ordered, given or delivered by the Credit Provider to the Credit Applicant.

Jurisdiction
Any legal action resulting from this agreement and/or contract for the supply of Goods and/or Services shall be deemed to be in the jurisdiction district of the Credit Provider, unless otherwise agreed in writing between the parties.

Payment
Time for payment for all Goods and/or Services shall be of the essence and will be displayed on an invoice or statement provided by the Credit Provider. If no time is stated and/or an invoice or statement is not received or tendered by the Credit Provider then payment is due within (7) days of providing the Goods and/or Services.

Default
Should the Credit Applicant default in payment, interest shall be charged at 1.5% per calendar month on the balance outstanding compounding monthly along with an account-keeping fee of $30 per month until the Credit Provider shall have received payment for all amounts owing; and
The Credit Applicant shall pay any expenses, costs and/or other disbursements incurred by the Credit Provider in recovering outstanding monies in pursuing the debt and/or recovering the Goods, including legal costs on solicitors and own client basis and/or any mercantile agent's fee.

Security and Charge
The Credit Provider and Credit Applicant agree to registering security charge over assets; and
In particular it is agreed:
(a) where the Credit Applicant is the owner of land, realty or any other asset capable of being charged, the Credit Applicant agrees to mortgage and/or charge all joint and/or several interest in the said land, realty or any other asset to the Credit Provider or the Credit Provider's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Credit Applicant acknowledge and agree the Credit Provider or their nominee shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and monetary obligations payable hereunder have been met; and
(b) should the Credit Provider elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Credit Applicant shall indemnify the Credit Provider from all the Credit Provider's costs and disbursements including legal costs on a solicitors and own client basis; and
(c) the Credit Applicant agree to irrevocably nominate constitute and appoint the Credit Provider or the Credit Provider's nominee as the Credit Applicant's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

Retention of Title and Personal Property Security Interest
In consideration for the Credit Provider supplying Goods to the Credit Applicant, the Credit Applicant agrees the provisions of the Personal Property Security Act 2009 (PPSA) will apply unless otherwise stated in these terms and conditions; and
(a) that ownership of the Goods shall not pass until the Credit Applicant has paid the Credit Provider all amounts owing for all Goods; and
(b) the Credit Applicant as Grantors grant the Credit Provider or their nominee a Purchase Money Security Interest (PMSI) for the purpose of perfection of a security interest and that the PMSI attaches to all Goods now or in the future supplied to the Credit Applicant by the Credit Provider. The Credit Provider's invoice(s) to the Credit Applicant detailing the Goods will suffice as inventory for the registration; and
(c) the Credit Provider reserves the right to register a financial statement or a financial change statement under the PPSA in respect of the Goods; and
(d) the Credit Applicant hereby waives its right to receive a copy of any financing statement, finance change statement or verification statement that is or may be registered, issued or received at any time; and
(e) the Credit Applicant and the Credit Provider agree to contract out the application of the PPSA section 95, 118, 121, 125, 130, 132, 134(2), 135 and 142.
(f) the Credit Applicant shall not grant in any way a security interest over the Goods and/or include the Goods as a circulating assets while they remain the property of the Credit Provider; and
(g) where practicable the Goods shall be kept separate and identifiable until the Credit Provider shall have received payment and all other obligations of the Credit Applicant are met; and
(h) until such time as ownership of the Goods shall pass from the Credit Provider to the Credit Applicant the Credit Provider may give notice in writing to the Credit Applicant to return the Goods or any of them to the Credit Provider. Upon such notice the rights of the Credit Applicant to obtain ownership or any other interest in the Goods shall cease; and
(i) if the Credit Applicant fails to return the Goods to the Credit Provider then the Credit Provider or the Credit Provider's agent may enter into land and premises owned, occupied or used by the Credit Applicant, or any premises as the invitee of the Credit Applicant, where the Goods are situated and take possession of the Goods; and
(j) the Credit Applicant shall not change the Goods in any way, while they remain the property of the Credit Provider; and
(k) until such time that ownership in the goods passes to the Credit Applicant, should the Goods be converted into other products, the parties agree that the Credit Provider becomes the owner of the converted products and/or that the Credit Provider retains an interest in accession in commingled goods; and
(l) the Credit Applicant is only bailee of the Goods until such time as the Credit Provider has received payment in full for the Goods, the Credit Applicant has a fiduciary duty to the Credit Provider, and
(m) the Credit Provider can issue proceedings to recover the price of Goods sold notwithstanding that ownership of the Goods may not have passed to the Credit Applicant; and
the Credit Applicant indemnifies the Credit Provider against any disbursements, liability, loss, claim or costs for damages or otherwise arising out of retention of title and/or registered security interest under the PPSA.

Delivery and Delivery Evidence
Goods and/or Services shall deemed to have been delivered when:
the Credit Applicant has tendered Goods for delivery, and/or Goods are left at an address provided by the Credit Applicant for delivery and/or Goods have left the Credit Provider's possession, and/or the Credit Provider has undertaken Services; and.
(a) even if the Credit Provider retains ownership of Goods, on delivery the risk passes to the Credit Applicant; and
(b) the Credit Provider shall not be held liable for any delay whatsoever in delivery of Goods and/or Services, and
(c) the Credit Applicant agrees that entries in the records of the Credit Provider stating that the Credit Applicant has requested certain Goods and/or Services and that the Credit Provider has delivered the said Goods and/or Services shall be prima facie evidence of such request and delivery.

Privacy Authorisation
The Credit Applicant hereby authorise the Credit Provider and/or their nominee to make any inquiries, receive and retain any information, for which authorisation is required under the Privacy Act 1988; and
It is agreed that:
(a) the Credit Applicant agree to the exchange of information between the Credit Provider and any credit reporting agencies, references, statutory bodies, collection agents, consumers, other credit providers or customers named in a consumer credit report for the following purpose:
establishing an account between the parties
assessing the credit worthiness of the Credit Applicant
exchange information as to the status of their account/s
notify others as to any defaults; and
(b) the Credit Applicant agree to the retention and use of information for verifying checking and analysing the Credit Applicant's credit, payments and status of the accounts; and
(c) the Credit Applicant agree the Credit Provider is permitted to give a credit report, receive and provide information that includes defaults and status of the account/s to any credit reporting agencies, references, statutory bodies, collection agents, consumers or other credit providers; and
(d) the Credit Applicant agree to irrevocably nominate constitute and appoint the Credit Provider or the Credit Provider's nominee as the Credit Applicant's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

Service Of Documents
The address for service on the Credit Applicant for all legal documentation including originating Court process can be the trading address for the Credit Applicant as provided on this application. Any change of the service address must be in writing delivered to the Secretary of the Credit Provider at its registered address and will become effective at the time of written acknowledgement by the Secretary of its receipt. Service is deemed sufficiently served if posted by ordinary pre-paid post addressed to the Credit Applicant.

General
Any one term or condition in this agreement found to be invalid or unenforceable shall not effect any other term or condition.

The undersigned certifies that the information herein is true and correct and that the undersigned is authorised to sign this Application to accept the terms and conditions herein on behalf of the Credit Applicant:

Dated this _____ day of _____ 20

* Signed by the Director/s or Guarantor/s:
DocuSign signatures are not accepted.

Signed …….. _____
(Print name/s of person/s who signs)

Signed …….. _____

*Original Form MUST be returned to Expresso Services with-in 30 days. Post to: PO Box 5006 63 Seaton Street, Armidale NSW 2350.

For Office Use Only
Approved by: …….. **Date:**……/……/…… **Amount: $**…….

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