

# Safe Direction Pty Limited

## ABN 53 156 459 684



### CREDIT ACCOUNT APPLICATION - 30 day

**Unit 2, 5 Simpson Close  
Smeaton Grange, NSW 2567**

CUSTOMER ("You") must complete Items 1 through 7 of this Credit Account Application. By completing this Application Form You acknowledge and agree Safe Direction Pty Limited ABN 53 156 459 684 ("Us", "We" or "Safe Direction") may accept, reject or withdraw your application for credit at any time, in its absolute discretion. Capitalised terms in this Application Form that are not defined have the meaning given to them in the Safe Direction Standard Terms Condition of Supply.

#### 1. CUSTOMER'S ACCOUNT DETAILS

Please tick:  Partnership  Sole Trader  Trustee  Government  Company

Applicant's Name / Company Name:

ACN:

ABN:

ARBN:

Acting in its own right and/or as Trustee for the :

Trust

Trading Name:

If Partnership, please provide details of all partners:

Delivery Address:

P/Code

Postal Address

P/Code

Telephone:

Fax:

#### 2. CUSTOMER'S CREDIT DETAILS

Bank:

BSB:

Account Number:

Credit limited requested  
*(Safe Direction reserves right to grant a lower credit limit in its absolute discretion)*

\$

(monthly/quarterly/annually)

Trade References (x4)

(Ph)

(Ph)

(Ph)

(Ph)

Contact in Accounts:

Accounts Email Address:

Accounts Fax:

#### 3. CUSTOMER'S BUSINESS DETAILS

FULL NAME OF SOLE TRADER, PARTNERS, INDIVIDUAL TRUSTEES AND ALL DIRECTORS

Sole Trader, Partners, Individual Trustees or Directors

Residential Address

Phone

D.O.B

Drivers Lic. No.

List of Associated Companies:

Have any of the named individuals been bankrupt or involved in a company which has been liquidated or placed into official management in the last 5 years:

Yes  No  (If Yes, please provide the details below)

**4. BUSINESS DATA: FINANCIAL & PROPERTY**

Nature of Business:		No. of Employees:	
Date Business Commenced:	/ /		
Principal Place of Business:		Owned in Full <input type="checkbox"/>	Mortgaged <input type="checkbox"/>
If Owned, please confirm if owned by the Customer:		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Rented, please confirm if rented from an individual or entity related to the Customer		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plant Equipment: Bank Financed <input type="checkbox"/> Owned in Full <input type="checkbox"/> Leased <input type="checkbox"/>			

**Please attach latest audited financials or provide key financial information from your most recent Accounts.**

Date information Relates:	/ /	Debt Factored: Yes <input type="checkbox"/> No <input type="checkbox"/>	Annual Salaries:	\$
Paid Up Capital	\$	Short Term Debt:	\$	Inventory:
Retained Profits (Losses)	\$	Trade Creditors:	\$	Debtors:
Total Equity:	\$	Total Liabilities:	\$	Total Assets:

**5. CONDITIONS OF SUPPLY**

Safe Direction Standard Terms Condition of Supply are attached with this Application (**Terms and Conditions**). The Terms & Conditions are incorporated into each contract for supply of goods made between Safe Direction and the Customer after the date that Safe Direction agrees to provide credit to You (**Acceptance Date**). You agree that if Safe Direction varies the Terms and Conditions from time to time after the Acceptance Date and provides reasonable notice to You of the variation, the Terms & Conditions as varied are incorporated into each contract for supply of goods or services made between Safe Direction and You after the date of such notice.

As a condition of approving any Credit Account Application, Safe Direction may, in its absolute discretion, require guarantees to be provided by directors or other associated individuals of the Customer.

If Safe Direction approves this Credit Account Application, You will be notified of the maximum amount of credit to be provided to You at any time (**Credit Limit**). Any subsequent purchase order accepted by Safe Direction will have the benefit of the period of credit except:

- a) where pursuant to the Terms and Conditions or this Credit Account Application, the credit facility is withdrawn; or
- b) where the provision of credit in respect of the price of the Safe Direction goods the subject of the purchase order would cause the Credit Limit to be exceeded.

If, by operation of this clause, an Order is not entitled to the benefit of the period of credit and if through inadvertence (including because of a mistaken belief that the period of credit was available to You), the Safe Direction goods the subject of the Order are delivered without the purchase price having been paid in advance of, or in cash on, delivery, the purchase price must be paid immediately on demand by Safe Direction.

For as long as a period of credit continues to operate in respect of You, payment for Safe Direction products must be made within the period of credit, which is 30 days from the date of the invoice. The terms of payment are otherwise subject to the Terms and Conditions.

**6. PRIVACY AUTHORITY: INDIVIDUALS**

If the Customer is an individual (sole trader or individual trustee) or comprises one or more individuals (e.g. a partner who is an individual), each individual must complete the privacy authority in Annexure A to this credit application.

**7. REPRESENTATIONS, ACKNOWLEDGEMENT & AUTHORISATIONS**

- a) You represent and warrant to Safe Direction that You are not aware of any information, notice or court proceedings that may lead to Your bankruptcy, or the appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator to You. You also represent and warrant that You do not intend to enter into any scheme or arrangement with creditors either formally through a court or otherwise, and that none of the directors, partners or sole trader has been a director of a company which was placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended) other than as declared in this Credit Account Application.  
You represent and warrant to Safe Direction that you are authorised to make this Credit Account Application and that all the information given in this Credit Account Application is true and correct.
- b) You agree to promptly provide such further information as Safe Direction may request regarding the Customer, including without limitation, the Customer's financial situation in relation to this Credit Account Application and while ever the Customer holds a credit account with Safe Direction.
- c) If You are the trustee of any trust You warrant that:
- (i) no action has been taken to remove You as trustee;
  - (ii) You have the power to complete the Credit Account Application Form, apply for credit and bind the trust to each supply contract; and
  - (iii) You have considered this Credit Account Application Form and the Terms & Conditions and consider the arrangements, and the entry into a contract with Safe Direction, to be for the benefit of the beneficiaries.

**8. SIGNATURES OF APPLICANT (Required for all directors/applicants)**

	1	2	3	4
Signature				
Name				
Position				
Date				
<b>THIS APPLICATION FOR CREDIT SHOULD BE WITNESSED BY AN INDEPENDENT THIRD PARTY</b>				
Witness Signature				
Witness Name				
Witness Address				

I/We, the persons who have signed above, agree on behalf of the Customer to abide by Safe Direction's Terms & Conditions (copy **attached**) of supply for Safe Direction. By signing this Credit Application I/We warrant jointly and severally that I/We have the power to bind the Customer and I/We have read, understood and accept this Application and the Terms & Conditions.

**Annexure A – Privacy Authority for Credit Application**  
**(to be completed by each individual if the Customer making Credit Application is, or comprises, one or more individuals)**

To: Safe Direction Pty Limited (“**Safe Direction**”) ABN 53 156 459 684

**1. Acknowledgement and authority that credit information may be given to a credit reporting agency.**

I/We understand that Section 18E(8)(c) of the *Privacy Act* 1988 (Cth) (“**Privacy Act**”) allows Safe Direction to give a credit reporting agency certain personal information about me/us which I/we authorise Safe Direction to do so, including:

- (a) The fact that I/we have applied for credit and the amount.
- (b) The fact that Safe Direction is a credit provider to me/us.
- (c) Payments which become overdue more than 60 days.
- (d) Advice that payments are no longer overdue.
- (e) Cheques drawn by me/us for at least \$100 which Safe Direction has dishonoured more than once.
- (f) In specified circumstances, that in the opinion of Safe Direction, I/we have committed a serious credit infringement.
- (g) That the credit provided by Safe Direction to me/us has been discharged.

**2. Authority to obtain credit information.**

To enable Safe Direction to assess my/our application for credit, I/we authorise Safe Direction:

- (a) To obtain from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Safe Direction.
- (b) To obtain a report from a credit reporting agency and other information in relation to my/our commercial credit activities.

**3. Authority to exchange information with other credit providers.**

In accordance with Section 18N(1)(b) of the *Privacy Act*, I/we authorise Safe Direction to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act*.

**4. Use of information**

I/We understand the information may be used for the following purposes:

- (a) To assess an application by me/us for credit and my/our credit worthiness.
- (b) To notify other credit providers of a default by me/us.

Individual's name

Address

Date of birth (DDMMYYYY)      Licence no.

Signature

Individual's name

Address

Date of birth (DDMMYYYY)      Licence no.

Signature

Note: If there are more than 2 individuals, please print additional copies of this page as required.