



# 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 our 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 \$ (monthly/quarterly/annually)  
*(Safe Direction reserves right to grant a lower credit limit in our absolute discretion)*

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"/>	Rented <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"/>	
<b>Please attach latest audited financials or provide key financial information from your most recent Accounts.</b>					
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 our absolute discretion, require guarantees to be provided by directors or other associated individuals of the Customer. If Safe Direction requires guarantees to be provided, You agree to provide the guarantors with a copy of the Terms and Conditions prior to ensuring all guarantors complete Annexure A. Any guarantors named are deemed to be nominated in accordance with clause 15 of the Terms and Conditions.

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**

In providing commercial credit facilities and/or related products and services, Safe Direction may collect, hold, use and disclose personal information, including credit related personal information, in accordance with the Company's Privacy Policy available at our website at [www.safedirection.com.au](http://www.safedirection.com.au). Safe Direction's Privacy Policy establishes how We comply with the *Privacy Act 1988* (Cth) (**Privacy Act**), the Australian Privacy Principles (**APPs**) contained in the Privacy Act and the Credit Reporting Code (**CR Code**). The individual(s) about whom Safe Direction may need to collect and handle personal information may include a Customer (e.g. where a customer is a sole trader) or a Customer's directors, partners, proprietor(s), guarantor(s) or other individuals relevant to the Customer's application (collectively, **Relevant Individuals**). In particular, We require personal information about Relevant Individuals for the purpose set out in Safe Direction's Privacy Policy including the purposes of assessing applications for commercial credit or whether to accept a Relevant Individual as a guarantor. This may include Safe Direction disclosing a Relevant Individual's personal information to, and obtaining personal information from, one or both of the credit reporting bodies, Veda Advantage Information Services Solutions Limited (**Veda**) and Dun & Bradstreet (**D&B**). This may result in Veda and/or D&B including personal information about a Relevant Individual in reports that are then provided to other credit providers for the purpose of those providers assessing a Relevant Individual's creditworthiness.

Safe Direction may also collect a Relevant Individual's personal information from, or disclose a Relevant Individual's personal information to, another credit provider for the purpose of Safe Direction or the other credit provider assessing a Customer's application for credit, the Relevant Individual's creditworthiness, assisting the Customer or Relevant Individual in avoiding defaulting, and assessing whether to accept a Relevant Individual as a guarantor.

Safe Direction may also disclose a Relevant Individual's personal information to the Customer or the Customer's or Safe Direction's related bodies corporate, professional advisors, business partners, contractors, consultants, insurers, third party service providers that assist Safe Direction or the Customer with the provision or management of products and services and/or administrative requirements, other credit providers, debt collection and recovery service providers, guarantors or prospective guarantors, entities that may have an interest in Safe Direction, regulatory bodies and any other person or entity set out in Safe Direction's Privacy Policy or otherwise authorised by the Relevant Individual or law.

**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 of Supply (copy **attached**). 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 – Guarantee**

**(to be completed if Safe Direction requests the Customer provide a Guarantor for the Customer’s Credit Application)**

To: Safe Direction Pty Limited ABN 53 156 459 684

**1. IN CONSIDERATION OF Safe Direction Pty Ltd (ABN 53 156 459 684) (the Company) granting the Customer (as named in the Credit Account Application and which forms a part of this document) trade credit, I agree to grant the Company a continuing guarantee on the terms as set out in clause 15 of the Company’s Standard Terms and Conditions (the Terms and Conditions), as if the terms of that clause were set out in full in this document.**

**2. I HEREBY AGREE & ACKNOWLEDGE:**

- a) Liability under the guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by the Company or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by the guarantee;
- b) Liability under the guarantee will not be affected, waived or discharged by the Customer entering into a Deed of Company Arrangement (DOCA) or by the Company voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
- c) The guarantee becomes binding on such of us that sign the guarantee irrespective of whether or not all intended signatories execute the guarantee;
- d) The guarantee may not be unilaterally revoked by me and remains in force until such time as I receive written confirmation from the Company that I am released from my obligations and liabilities under the guarantee; and
- e) Any payment which is subsequently avoided by any law relating to insolvency will be deemed not to have been paid.

**3. I acknowledge and give consent to the Company making enquiries as to my credit and financial situation and further consent to the use and disclosure of any of my personal information, including credit related personal information, obtained as a result of or in connection with those enquiries, including information disclosed in, or in connection with, this Credit Application and Security Agreement, for the purposes set out in the Terms and Conditions, the Company’s Privacy Policy or otherwise in accordance with the Privacy Act, APPs, CR Code or other law.**

**4. I HEREBY GRANT to the Company:**

- a) a security interest over all my rights, property and undertakings of whatever kind and wherever situated, and whether present or future in which I can be the grantor of a ‘security interest’ as defined in the *Personal Property Securities Act 2009* (Cth) (**PPSA Personal Property**); and
- b) a charge over my interest in any rights, property and undertakings of whatever kind and wherever situated, and whether present or future other than PPSA Personal Property;

to secure the payment of all obligations I owe to the Company pursuant to the guarantee.

**5. I agree and acknowledge that in this agreement:**

- a) The singular includes the plural and vice versa;
- b) Words are taken to have plural meaning where the context requires;
- c) “I” means each of the Guarantors jointly and severally. The invalidity or unenforceability of any provision of the guarantee will not affect the validity or enforceability of the remaining provisions. Clerical errors are subject to correction and do not bind the Company; and
- d) I am signing both in my personal capacity and as Trustee of every Trust in which I am a Trustee and/or a beneficiary.

**I have read and understood this document and have been advised, and given opportunity, to seek independent legal advice.**

**Executed as a deed.**

<b>Guarantor Name (please print)</b>	<b>Guarantor Signature</b>	<b>Date</b>

**I, the Guarantor, am providing this guarantee in my personal capacity/capacity as a director of the Customer.**

<b>Witness Name (please print)</b>	<b>Witness Signature</b>	<b>Date</b>

<b>Guarantor Name (please print)</b>	<b>Guarantor Signature</b>	<b>Date</b>

**I, the Guarantor, am providing this guarantee in my personal capacity/capacity as a director of the Customer.**

<b>Witness Name (please print)</b>	<b>Witness Signature</b>	<b>Date</b>

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