



Piscioneri Transport Services Pty. Ltd.
ABN 72 061 203 656

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Credit Application

A.Applicant's Details

Trading name of applicant and ABN.....(Credit Applicant)

Registered Company name (if applicable).....

PO Box

Street address.....

Town/City..... State..... Postcode.....

Telephone..... Fax..... Mobile.....

Email.....

Type of business.....

Contact person.....

Name of Bank.....Branch.....

Names and private address of all directors, partners or sole trader

(NB: If more than 4 directors or partners please attach additional details to this application)

1 Full name..... 3 Full name.....

Address..... Address.....

.....

Private phone number..... Private phone number.....

2 Full name..... 4 Full name.....

Address..... Address.....

.....

Private phone number..... Private phone number.....

B.Trade references

	Name	Phone
1		
2		
3		

C.Declaration and authority

I/We hereby:

1 Warrant that the above information is true and correct.

2 Warrant that I/we have disclosed everything which is relevant to my/our financial position and to your consideration as to whether to provide us with credit.

3 Agree to be bound by the terms as set out in the 'Conditions of Carriage & Storage' between the Credit Provider and the Credit Applicant and comprising part of this document and in particular agree to be bound by the payment terms therein.

4 Agree that credit facilities may be withdrawn at any time without prior notice.

5 Agree that any change which affects that trading address, legal entity structure of management or control of the Credit Applicant will be notified to the Credit Provider in writing within 5 business days of the change becoming effective.

6 Declare that:

6.1 If an individual, I am not a bankrupt or involved as a director or shareholder or in a management capacity in a company which has been liquidated or placed into official management within the past 3 years.

6.2 If a company, it has not been placed into official management or become insolvent.

7 Authorise the Credit Provider, to do all or any of the following:

- (a) obtain from a credit reporting agency a credit report containing person information about the Credit Applicant or me in relation to *personal* credit provided by the Credit Provider;
- (b) obtain from a credit reporting agency a credit report containing personal information about the Credit Applicant or me in relation to *commercial* credit provided by the Credit Provider;
- (c) obtain a report containing information about the Credit Applicant's or my commercial activities or commercial credit worthiness from a business that provides information about the commercial credit worthiness of a person in relation to personal credit provided by the Credit Provider;
- (d) obtain a report and/or other information from a credit reporting agency in relation to the Credit Applicant's or my commercial credit activities.

8 Authorise Credit Provider to give to and to obtain from credit providers named in this form and credit providers that my be named in a credit report issued by a credit reporting agency, information about the Credit Applicant's or my credit arrangements.

- 9 Understand that this information may be obtained and used for the following purposes;
- (a) to assess the Credit Applicant's enquiry for credit and the Credit Applicant's and my credit worthiness;
 - (b) to notify other credit providers of a default by the Credit Applicant or me.

10 Acknowledge that Credit Provider has informed the Credit Applicant and me that personal information acquired through this application and through future discussions and correspondence between the Credit Applicant, me and Credit Provider might be disclosed to a credit reporting agency.

Dated this..... day of..... Year.....

All directors, partners or sole trader must sign this application. Directors sign this document in their own capacity and as an authorized representative of the Credit Applicant. All signatories signing on behalf of a company warrant that they are authorized by the company to sign and provided the agreements, undertakings and representations in this document on behalf of the company.

Signature..... Print full name.....

Signature..... Print full name.....

Signature..... Print full name.....

Signature..... Print full name.....

D.Guarantee and Indemnity

1 In consideration of Piscioneri Transport Services (**Credit Provider**) agreeing, at the request of the undersigned (**Guarantor**), to supply credit to the Credit Applicant referred to at item A of the Commercial Credit Application, the Guarantor irrevocably and unconditionally guarantees to the Credit Provider the due and punctual performance of the Credit Applicant's obligations under the 'Conditions of Carriage & Storage' (**Agreement**) and payment all sums of money as shall or may be at any time or times hereafter become due and owing or payable by the Credit Applicant to Credit Provider for any reason whatsoever.

2 For the same consideration the Guarantor irrevocably and unconditionally indemnifies Credit Provider against any actual contingent or prospective loss, cost, expense or damage whatsoever which the Credit Provider may incur as a consequence of:

- 2.1 an obligation of the Credit Applicant expressed in the Agreement is void, voidable or wholly or partially unenforceable;
- 2.2 the Credit Provider disgorging any money paid to it on the Credit Applicant's account under the Agreement.;
- 2.3 the Credit Applicant failing to perform an obligation under the Agreement;
- 2.4 any moneys due to the Credit Provider by the Credit Provider by the Credit Applicant not being paid when due

3 The Guarantor must pay money owing immediately upon demand in immediately available funds without deduction, set-off or counterclaim.

4 The Guarantor gives the declarations, warranties, agreements, authorizations and acknowledgements at item C of the Commercial Credit Application in its own capacity.

5 The Guarantor further covenants and agrees with the Credit Provider that:

- 5.1 this guarantee and indemnity shall remain in full force and effect until all money guaranteed has been paid in full;
- 5.2 this guarantee and indemnity is a principal obligation, not in addition to or in substitution for any other security or agreement and the Guarantor is treated as a principal debtor;
- 5.3 The Credit Provider is not required to give the Guarantor or the Credit Applicant any notice before proceeding to enforce its rights;
- 5.4 this guarantee and indemnity shall be binding upon the Guarantor's successors and assigns.

6 This guarantee and indemnity shall be construed in accordance with and governed by the law of the State of Victoria.

Any legal action or proceeding arising out of or in any way connected with this guarantee and indemnity, or the supply of services by the Credit Provider to the Credit Applicant may be instituted in a court of competent jurisdiction in the State of Victoria.

7 Any agreement, covenant, representation, warranty, undertaking or liability arising under this document on the part of two or more persons is to be taken to be made or given by such persons jointly and severally.

Executed as a deed

Dated this..... day of..... Year.....

Signed, sealed and delivered by

All directors, partners or sole trader must sign this application.

Signature..... Print full name.....

Signature..... Print full name.....

Signature..... Print full name.....

Once Complete, Please Fax back to the following number:

(03) 5025 7538

Or email

mildura@pts-transport.com.au