



CARRABAY REO PTY LTD (ABN 54 608 336 376)

Address: 6 & 10 Schofield St, Riverwood, NSW 2210

Phone: 1300 396 060

Email: accounts@carrabay.com.au

APPLICATION FOR TRADE CREDIT

APPLICANT CONTACT INFORMATION		
TYPE OF TRADING ENTITY: Government Non-Profit Private Company Public Company		
REGISTERED NAME:		ACN:
TRADING NAME:		ABN:
TYPE OF BUSINESS:		
DATE BUSINESS COMMENCED:		
DATE BUSINESS PURCHASED (IF APPLICABLE):		
WEBSITE:		
PHONE TRADING HOURS:	PHONE AFTER HOURS:	
MOBILE:		
EMAIL:		
YEARS / MONTHS AT BUSINESS ADDRESS:		
BUSINESS ADDRESS:		
CITY:	STATE:	POSTCODE :
POSTAL ADDRESS:		
CITY:	STATE:	POSTCODE :

DIRECTORS' CONTACT(S) INFORMATION (Continues on page 2 of 11)	
DIRECTOR'S FULL NAME:	
DIRECTOR'S MOBILE:	DIRECTOR'S DRIVER LICENCE NO.:
DIRECTOR'S EMAIL:	
DIRECTOR'S HOME RESIDENCE: OWNED / MORTGAGE / RENTED	
DIRECTOR'S HOME ADDRESS:	

DIRECTOR'S FULL NAME:	
DIRECTOR'S MOBILE:	DIRECTOR'S DRIVER LICENCE NO.:
DIRECTOR'S EMAIL:	
DIRECTOR'S HOME RESIDENCE: OWNED / MORTGAGE / RENTED	
DIRECTOR'S HOME ADDRESS:	
DIRECTOR'S FULL NAME:	
DIRECTOR'S MOBILE:	DIRECTOR'S DRIVER LICENCE NO.:
DIRECTOR'S EMAIL:	
DIRECTOR'S HOME RESIDENCE: OWNED / MORTGAGE / RENTED	
DIRECTOR'S HOME ADDRESS:	

PRIMARY CONTACT(S) INFORMATION	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	

ACCOUNT CONTACT(S) INFORMATION (Continues on page 3 of 11)	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:

EMAIL:	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	

INVOICE, QUERIES AND STATEMENTS CONTACT(S) INFORMATION (To be sent to)	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	
NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	

FINANCIAL DETAILS	
APPLICANT'S BUSINESS PREMISES: OWNED / LEASED	
ANY ENTITY OR PERSON HOLD ANY SECURITY IN RELATION TO THE APPLICANT?: Yes / No	
If Yes, please provide details:	
BANK NAME AND BRANCH:	
BANK ACCOUNT NAME:	
BSB:	ACCOUNT NO.:
BANK CONTACT:	BANK CONTACT PH. NO.:
PAYMENT METHOD: Cash Credit Card Direct Deposit	
ESTIMATED MONTHLY TRADE CREDIT REQUIRED: <i>Note - this is not a trade credit limit.</i>	\$

TRADE CREDIT REFEREES (Minimum three (3) required)	
BUSINESS NAME:	
CONTACT NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	
BUSINESS NAME:	
CONTACT NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	
BUSINESS NAME:	
CONTACT NAME:	
POSITION:	DEPARTMENT:
PHONE:	MOBILE:
EMAIL:	

OTHER
ADDITIONAL NOTES:

Consents:

By completing and signing this form, the Applicant named above consents to **CARRABAY REO PTY LTD (ABN 54 608 336 376)**:

- (i) exchanging personal information with credit reporting bodies, including;
 - a. obtaining the Applicant's credit reporting information or information about its commercial creditworthiness for the purpose of assessing the Applicant's application for credit and for collecting payments that may be overdue in relation to the credit provided by Carrabay Reo Pty Ltd; and
- (ii) exchanging personal information with other credit providers, including;
 - a. disclosing information contained in the application for credit form about the Applicant to any credit reporting body which has an Australian link for the purposes of:
 - i. notifying a default by the Applicant;

- ii. allowing another credit provider to determine the position of the Applicant's financial arrangements with Carrabay Reo Pty Ltd where the Applicant is in default with one or more other credit providers;
 - iii. where the Applicant is applying to be a guarantor, assessing whether to accept the Applicant as a guarantor as a credit applicant; and
 - b. obtaining and using personal information about the Applicant from another credit provider for the purposes of:
 - i. Carrabay Reo Pty Ltd assessing the Applicant's application for credit;
 - ii. Carrabay Reo Pty Ltd assessing the Applicant's credit worthiness, credit history, credit capacity, the financial status and any default by the Applicant; and
 - iii. where the Applicant is applying to be a guarantor, Carrabay Reo Pty Ltd assessing whether to accept the Applicant as a guarantor for a credit applicant; and
- (iii) Exchanging personal information with other parties including:
 - a. disclosing the Applicant's personal information to and collecting personal information about the Applicant from:
 - i. the trade credit referees disclosed in the application for credit;
 - ii. any guarantor or proposed guarantor of the application for finance;
 - iii. government authorities in connection with lawful information requests; and
 - iv. the bank disclosed in the application for credit.

The credit reporting bodies we use are CreditWatch, Dun & Bradstreet, Equifax and similar as required.

Acceptance of the Terms and Conditions of Trade Credit:

The Terms and Conditions of Trade Credit (**Terms**) attached to this form are incorporated into this form. By signing this form, the Applicant named above agrees to be bound by the Terms, and further agrees that the Terms will be additional to and not in substitution for any general terms of trade which have also been agreed by the parties. To the extent of ambiguity or discrepancy, these Terms will apply.

Executed as an agreement for and on behalf of the **Applicant** in accordance with Section 127 of the *Corporations Act 2001* (Cth):

Signature

Name

Date

Director or Secretary

Signature

Name

Date

Director or Secretary

Executed as an agreement for and on behalf **CARRABAY REO PTY LTD (ABN 54 608 336 376)** by its duly authorised representative:

Signature

Name

Date

Terms and Conditions of Trade Credit (Terms)

1. We, **CARRABAY REO PTY LTD (ABN 54 608 336 376)**, its successors and assignees, (**Carrabay Reo**), provided that we accept the Applicant's application for credit, will provide good(s) and/or service(s) (**Goods and Services**) to the Applicant, on credit, subject to the terms and conditions contained in these Terms.
2. The trade credit term for invoice(s) to the Applicant shall be 30 days end of month (**Credit Term**).
3. Invoices will be issued prior to the expiry of the Credit Term and payments are due prior to the expiry of the Credit Term and in accordance with the method set out in the invoice, unless alternative terms are agreed with Carrabay Reo in writing.
4. Title to Goods sold (excluding goods on hire) to the Applicant shall remain vested in Carrabay Reo and shall not pass to the Applicant until monies owing by the Applicant to Carrabay Reo for the specific Goods have been paid in full. Risk in the Goods will pass to the Applicant on delivery of the Goods to the Applicant, or once the Goods are in the Applicant's control or possession, whichever is the earlier. Carrabay Reo shall have the right to retake possession of Goods where title to those Goods has not passed to the Applicant. If prior to transfer of title, the Applicant sells the Goods or uses the Goods in a manufacturing or construction process of its own or of a third party, then the Applicant will hold the proceeds of such sale or process, as relates to the Goods, in trust for Carrabay Reo. The creation of, or failure of, any such trust shall not in any way limit the obligation of the Applicant to pay an amount owing to Carrabay Reo for Goods supplied.
5. If the Applicant fails to pay any monies due and owing before or on expiry of the Credit Term, the full balance of the Applicant's account will become payable on demand (**Debt**).
6. Late payment of the Debt carries interest at a rate equal to the Reserve Bank of Australia cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any amounts unpaid after the payment date, and allows Carrabay Reo to suspend the Applicant's credit facility in its absolute discretion.
7. The Applicant agrees that these Terms create:
 - a. a registrable security interest (including a purchase money security interest) in favour of Carrabay Reo under the *Personal Property Securities Act 2009* (Cth) (**PPSA**) and the Applicant consents to such security interests being registered on the Personal Property Securities Register and agrees to do all things necessary to allow Carrabay Reo to register the security interest. The Applicant waives its right to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by the PPSA and cannot be excluded; and
 - b. a security interest in favour of Carrabay Reo, for which Carrabay Reo may register or lodge a caveat, mortgage or other instrument of security over any real property held by the Applicant, and the Applicant unconditionally consents to the caveat, mortgage or other instrument of security being registered over any such real property on any register (and the Applicant must do all things to enable Carrabay Reo to do so). For the purpose of this clause 6.b, as security for any amounts due to Carrabay Reo under these Terms or otherwise, the Applicant charges to Carrabay Reo all of its legal and equitable interests (both present and future) of whatsoever nature in any and all real property held by the Applicant.
8. The Applicant represents, warrants and agrees:
 - a. that the details on the Credit Application Form are true and correct;
 - b. it has all the rights necessary to disclose the information (including personal information) set out in the Credit Application Form; and
 - c. that it is not the subject of an insolvency event, which includes, but is not limited to, being unable to pay its debts as they fall due; any step being taken by a mortgagee to take possession or dispose of the whole or any of its assets, operations or business; any step being taken by it to enter into any arrangement or compromise with, or assignment for the benefit

of, its creditors; or any step being taken to appoint an administrator, receiver, trustee or liquidator of the whole or any part of its assets, operations or business.

9. The Applicant authorises Carrabay Reo to use all personal information set out in the Credit Application Form to contact and communicate with the relevant persons, for internal record keeping, to allow Carrabay Reo to manage its relationship with the Applicant, for the purposes of assessing the application for credit and for business development and marketing, including direct marketing.
10. Carrabay Reo reserves the right to refuse the Applicant's credit application and/or revoke the Applicant's credit facility at any time in Carrabay Reo's sole discretion (including if in Carrabay Reo's reasonable view, the Applicant's financial situation or ability to pay is impaired), without incurring any liability to the Applicant, but Carrabay Reo will not reduce the Applicant's credit limit below the outstanding balance on the account at the time of the reduction without prior communication with the Applicant.
11. Credit limits approved by Carrabay Reo and advised to the Applicant must not be exceeded. Carrabay Reo periodically reviews its credit limits. By signing these Terms, the Applicant permits Carrabay Reo to review and revise its credit limit from time to time. Carrabay Reo may, in its sole discretion, increase or reduce the Applicant's credit limit at the Applicant's specific request.
12. Carrabay Reo reserves the right to engage debt recovery agents for the purpose of recovering monies due and owing under these Terms 14 days after expiry of the Credit Term and any costs will be passed on to the account of the Applicant. Carrabay Reo further reserves the right to report Debts to independent credit data bodies.
13. The Applicant agrees to indemnify and hold harmless Carrabay Reo and its officers, employees and agents for all reasonable costs (including legal costs and/or costs of any mercantile agent) that Carrabay Reo suffers or incurs arising from or in connection with the Applicant's breach of these Terms.
14. To the extent of any inconsistency or conflict between these Terms and the terms contained in any other contract entered by the Applicant into in relation to the credit or the Goods, these Terms will prevail.
15. These Terms are governed by and will be construed in accordance with the laws of New South Wales and the courts of New South Wales will have exclusive jurisdiction to hear any dispute.

Notifiable Matters

The law requires us to advise you of Notifiable Matters in relation to how we may use your credit information (**Credit Information**). You may request to have these Notifiable Matters provided to you in an alternative form.

We collect your Credit Information from credit reporting bodies. Credit reporting bodies include credit reporting information in reports to assist credit providers to assess your creditworthiness.

If you fail to meet your payment obligations in relation to credit or you commit a serious credit infringement, we may disclose this to the credit reporting body.

You have the right to request access to the Credit Information that we hold about you and make a request for us to correct that Credit Information if needed. You also have the right to make a complaint to us. Please see the headings "Updating and correcting your Credit Information", "Access to your Credit Information" and "Complaints" in the Credit Reporting Policy.

Sometimes your Credit Information will be used by credit reporting bodies for the purposes of 'pre-screening' direct marketing credit offers on the request of other credit providers. You can contact the credit reporting body at any time to request that your Credit Information is not used in this way.

You may ask a credit reporting body not to use or disclose your Credit Information for a period if you believe on reasonable grounds that you may have been a victim of fraud.

The credit reporting bodies we deal with are CreditWatch, Dun & Bradstreet, Equifax and similar as required. A copy of their privacy policies and credit reporting policies are available on their websites. Our website www.carrabay.com.au includes details of our credit reporting policy (**Credit Reporting Policy**) (and the notifiable matters required under the *Privacy Act 1988* (Cth) (**Notifiable Matters**), and the Notifiable Matters are also set out in the Terms.

We are not likely to disclose Credit Information to entities that do not have an Australian link. If we do disclose Credit Information to entities that do not have an Australian link, we will update this Credit Reporting Policy to provide details of the countries in which these entities are located.

**Deed of guarantee and indemnity in favour of Carrabay Reo Pty Ltd (ABN 54 608 336 376)
(Carrabay Reo)**

1. In consideration for Carrabay Reo providing good(s) and/or service(s) (**Goods and Services**) to the Applicant named above, the guarantor/s named below (**Guarantor**) hereby unconditionally and irrevocably guarantee to Carrabay Reo the due and punctual performance of all the Applicant's obligations under the terms and conditions of credit (**Terms**), including due payment of all amounts that the Applicant owes or may owe to Carrabay Reo now or in the future (**Guaranteed Obligations**).
2. If any part of the Guaranteed Obligations is not recoverable from the Guarantor, the Guarantor indemnifies Carrabay Reo in respect of such amount.
3. The Guarantor acknowledges and agrees that its obligations under this deed are primary obligations. Carrabay Reo is not obliged to enforce any rights against any other person or property or demand payment from any other person before making a demand for payment from the Guarantor under this deed.
4. The Guarantor acknowledges and agrees that its obligations under this deed are continuing obligations and will not be affected in any way by any matter, including any amendment to, or any waiver or release of, any of the Guarantor's obligations.
5. Until the Guaranteed Obligations have been satisfied in full, the Guarantor must not exercise any right or enforce any claim against the Applicant which may reduce the Applicant's ability to perform the Guaranteed Obligations.
6. The Guarantor acknowledges and agrees that a credit application made by the Applicant is deemed to have been accepted by Carrabay Reo from the date of the first invoice by Carrabay Reo to the Applicant and this deed will extend to all the Applicant's liabilities to Carrabay Reo thereafter.
7. The Guarantor must notify Carrabay Reo if it becomes insolvent, bankrupt or changes its legal name, as soon as practicable and not later than 3 business days after occurrence of such event.
8. If any payment made by or on behalf of the Applicant or the Guarantor is void or voidable, the Guarantor indemnifies Carrabay Reo against any costs or losses it suffers or incurs in connection with such claim.
9. The Guarantor represents and warrants that it has full legal capacity and power to enter into and perform its obligations under this deed and, before executing this deed, the Guarantor has read it in full and has had the opportunity to seek independent legal and financial advice in respect of it.
10. If the Guarantor consists of two or more persons, a reference to the Guarantor includes each and any two or more of them and this deed binds each of them separately and any two or more of them jointly.
11. Each indemnity contained in this deed shall survive release or discharge of this deed.
12. This deed may be executed in any number of counterparts that together will form one document.
13. The deed is governed by, and will be construed in accordance with the laws of New South Wales and the courts of New South Wales will have exclusive jurisdiction to hear any dispute.

EXECUTED AS A DEED POLL

Signed sealed and delivered by the Guarantors in the presence of the witness named below.

Guarantor Name: _____ **Guarantor Signature:** _____

Guarantor Name: _____ **Guarantor Signature:** _____

Guarantor Name: _____ **Guarantor Signature:** _____

Witness Name: _____ **Witness Signature:** _____

Dated: