

Private and confidential

CREDIT APPLICATION

Please complete and return by email, fax or post.

CUSTOMER DETAILS

Trading name: _____

Registered business / company name: _____

Customer ACN: _____ Customer ABN: _____

Registered business address: _____

Postal address: _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

Principal business activity: _____

When did business commence? _____ Premises owned or leased? _____

Your bank: _____ Branch: _____

Credit limit required? \$ _____

Are purchase orders required? Yes No

Type of business: Public company Pty Ltd company Trust
Partnership Sole trader

ACCOUNTS PAYABLE

Full name: _____ Phone: _____

Accounts payable email: _____ Fax: _____

Directors (if company) or Proprietors (if partnership or sole trader)

1. Full name:	Phone:
Address:	
2. Full name:	Phone:
Address:	
3. Full name:	Phone:
Address:	
4. Full name:	Phone:
Address:	



PLUMBING & CIVIL

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Simon and Co. Pty Ltd
ABN 16 149 257 312
Lic no 235520c

TRADE REFERENCES Please provide a minimum of 3.



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1. Full name:
Contact details:
2. Full name:
Contact details:
3. Full name:
Address:

ACKNOWLEDGEMENT AND AUTHORISATION

1. By signing this document, I/we agree to be bound by the terms and conditions received with this document.
2. In accordance with the privacy act (1988), I/we authorise Simon and Co. Pty Ltd and its related bodies, to exchange with credit providers, credit reporting agencies and credit providers named in reports as obtained through those agencies, information about mine/our personal credit, commercial activities or commercial credit worthiness.
3. I/we state that the information provided by me/us is accurate, true and correct.
4. I/we confirm that I/we are authorised by the applicant to enter into this contract and bind the applicant to the supplier.

Dated this _____ **day of** _____ **20** _____ **Position:** _____
Name: _____ **Signature:** _____

TERMS AND CONDITIONS OF SALE

Note: This agreement is a claim for payment under the Building and Construction Security of Payment Act 1999, NSW.

1. Simon and Co. reserve the right to withdraw credit or vary the customers credit limit at any time and without reason.
2. Terms are strictly 'net' 30 days from the date of statement.
3. 'Stop credit' will be applied at 'net' 35 days from date of statement.
4. A late payment fee of 2.5% per month, calculated daily, may be charged on overdue accounts.
5. Simon and Co. retains the title of all materials, products, plant and equipment until paid in full.

PERSONAL GUARANTEE

In consideration of Simon and Co. Pty Ltd (hereafter called 'The Company'),
supplying or continuing to supply to: _____

State FULL title or company name: _____

(hereinafter called 'The Principal') at my request which is hereby made.



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FULL name/s & residential addresses of Guarantor/s	D.O.B
1. Name:	
Address:	
2. Name:	
Address:	
3. Name:	
Address:	

I/we, the above hereby jointly & severally guarantee the due payment by the Principal to the Company of the present and any future balance of debt occurring to the terms agreed on between the Principal and the Company.

- This guarantee shall be a continuing guarantee to the Company irrespective of any sum or sums which at any time may be paid to or received by the Company for or on the Account of the Principal and shall be subject to paragraph (2) hereof remain in force until determined by notice in writing signed by me/us (or in the case of my/our death, by my/our personal representative/s) and delivered to the Company and such determination shall relate to future dealings only. I/we agree that my/our liability hereunder shall not be affected by any change in the constitution of the Company notwithstanding any enactment to the payment or compounding of the debt, and that in order to give effect to this guarantee the Company shall be entitled to act as though I/we hereby waive all and any of my/our rights as surety which may at any time be inconsistent with any of the provisions herein, and I/we further hereby agree that the Company will be entitled to lodge a Caveat over any Real Estate that I/we should own, to secure any payment due by me/us arising from this guarantee.
- If any payment of money, conveyance or transfer of property or charge thereon is made or given by the Principal or it's agent to the Company in reduction of it's indebtedness to the Company be later declared to be void as against any liquidator of the Principal, then the amount of the debt of the Principal to the Company which is hereby guaranteed by the guarantor shall include the amount for which credit has previously been given for such payment of money, conveyance or transfer of property or the charge thereon, which was declared to be void as against the liquidator, and discharge or partial discharge of the obligations of the guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.
- The guarantor will make such payment to the Company within seven days of notification to the guarantor of any amount outstanding by the debtor to the Company.
- For the purpose of service of any document or notice on the guarantor it will be deemed to have been effectively served two days after being posted by the Company to the address of the guarantor as shown on this agreement.
- Words herein referring to the singular shall also import the plural and words importing masculine gender shall import the feminine and neuter gender.
- That any contract for the supply of goods or services resulting from this application shall notwithstanding the same was made elsewhere in Australia, be deemed to have been made in the State of New South Wales and the courts of the State of New South Wales shall be deemed to have (not exclusive) jurisdiction in regard hereto and the law of the State of New South Wales shall be deemed to be the proper law of such contract and of all matters arising and relating to this credit application.
- Any expenses, costs or disbursements incurred by the supplier in recovering any outstanding monies including debt collection fees and solicitors costs shall be paid by the guarantor/s.
- This guarantee and the agreements and obligations herein contained shall be binding upon me/us and my/our executors and administrators.

Dated this _____ **day of** _____ **20** _____

FULL name/s of 1. _____ **Signature:** _____

Guarantor/s: 2. _____ **Signature:** _____

3. _____ **Signature:** _____

In the presence of the witness: _____ **Signature:** _____

Address: _____

Phone: _____ **Email:** _____