



Credit Application

Please return your completed application to:

Lee Supplies Vic PtyLtd

ABN 34 161 985 360

Address: 3/489A Warrigal Road, Moorabbin, VIC 3189

Phone: 03 9555 2218

Email: sales@leesupplies.com.au

www.leesupplies.com.au

PARTNERED WITH:



TRADING TERMS 30 DAYS FROM END OF MONTH

CREDIT LIMIT REQUIRED:

Please also complete 'Deed of Guarantee & Indemnity'

CUSTOMER DETAILS

Customer Name (Legal Name)

Trading Name (if different from applicant)

ABN Date Business Commenced

Business Address (not PO Box)

Suburb State P/Code

Mailing Address (if different)

Suburb State P/Code

Contact Name Position

Phone Fax Mobile

Email Licence No.

BUSINESS STRUCTURE (PLEASE CHECK APPROPRIATE BOX)

Pty. Ltd.
 Sole Trader
 Unit Trust
 Corporation as Trustee
 Public Company
 Partnership
 Discretionary Trust
 Individual(s) as Trustee

If Trust, Trustee Name Trustee ACN

DIRECTOR, PARTNER, TRUSTEE AND INDIVIDUAL DETAILS

PROVIDE DETAILS OF ALL DIRECTORS (FOR COMPANY OR CORPORATE TRUSTEE), PARTNERS, INDIVIDUAL TRUSTEES OR INDIVIDUALS

Name Position

Home Address Date of Birth

Phone Email

.....

Name Position

Home Address Date of Birth

Phone Email

.....

Name Position

Home Address Date of Birth

Phone Email

(IF MORE THAN 3 PLEASE ATTACH DETAILS) • (IF PROVIDING CORPORATE TRUSTEE DETAILS PLEASE ALSO INCLUDE ACN AND ABN)
 (IF OPERATING VIA A TRUST PLEASE ALSO PROVIDE A COPY OF TRUST DEED) • (ALL DIRECTORS, PARTNERS, TRUSTEES AND INDIVIDUALS MUST
 PROVIDE DATE OF BIRTH AND PROOF OF IDENTIFICATION ON REQUEST)

TRADE / BUSINESS REFERENCES (NOT REQUIRED FOR CASH APPLICATIONS)

3 TRADE OR BUSINESS REFERENCES MUST BE PROVIDED FROM CURRENT MAJOR SUPPLIERS THAT ARE PROVIDERS OF COMMERCIAL CREDIT

Name Contact
 Address
 Phone Email

Name Contact
 Address
 Phone Email

Name Contact
 Address
 Phone Email

SIGNATURE AND ACKNOWLEDGEMENT

1. Definitions

- 1.1 "Supplier" shall mean Lee Supplies Vic Pty Ltd ABN 34 161 985 360 its successors and assigns or any person acting on behalf of and with the authority of the Supplier.
- 1.2 "Customer" shall mean the person, organisation or entity referred to as the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3 "Guarantor" means that person or persons, organisation or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Supplier's T&C" means the Supplier's Terms and Conditions of Trade.

2. Default and Consequences of Default

- 2.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment, at the rate below per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
INTEREST RATE = %
- 2.2 The Supplier reserves the right to refer the collection of any outstanding accounts to a debt collection agency without notice to the Customer.
- 2.3 The Customer agree to be liable for any recovery costs and expenses the Supplier incurs as a result of the referral of the debt to a debt collection agency and furthermore the Customer agrees that section 27 (1) of the Debt Collectors (Field Agents and Collection Agents) Act 2014 (Qld) does not apply to this agreement.
- 2.4 In the event that the collection of the debt is referred to the Supplier's lawyers, the Customer accepts liability for and indemnifies the Supplier for all of the Suppliers legal costs on a solicitor-client basis.

3. Privacy Act 1988 Disclosure and Consent

- 3.1 The Customer and/or the Guarantor/s agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
- 3.2 The Customer and/or the Guarantor/s agree that the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency or with solicitors and collection agencies for the following purposes:
 - (a) to assess an application by Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or

- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the credit worthiness of Customer and/or Guarantor/s.
- 3.3 The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 3.4 The Customer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Customer and Supplier or required by law from time to time:
 - (a) provision of Goods; and/or
 - (b) marketing of Goods by the Supplier, its agents or distributors in relation to the Goods; and/or
 - (c) analysing, verifying and/or checking the credit, payment and/or status in relation to provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
 - (e) enabling the daily operation of account and/or the collection of amounts outstanding in the account in relation to the Goods.
- 3.5 The Supplier may give information about the Customer to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Customer; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 3.6 The Supplier has obligations pursuant to the Privacy Act which includes ensuring that information provided to Credit Reporting Bodies is accurate, up to date and complete inspection at the office of the Supplier and a copy may be provided upon request by the Customer.

4. Acknowledgement of Terms and Conditions

- 4.1 These terms are legally binding between the Supplier and the Customer and should be read together with the Supplier's T&C. To the extent of any inconsistency, the Supplier's T&C prevail over these above terms.

By signing this application the Customer confirm and acknowledge that you have read and understood the above terms and Customer's T&C and that the provision of goods, services and credit facilities to the Customer are subject to the above terms and the Supplier's T&C.

Signature Date
 Authorised Officer Name Position

DEED OF GUARANTEE AND INDEMNITY (NOT REQUIRED FOR SOLE TRADERS. A SEPARATE DEED IS REQUIRED FOR EACH PERSON)

PARTIES

This Deed of Guarantee and Indemnity (Deed) is entered into between the following parties, on the date that the last party executed the Deed:

Guarantor Name

Address

Supplier Name **Lee Supplies Vic Pty Ltd | ABN 34 161 985 360**

Together called "the Parties" and each "a Party".

RECITALS

- A. The Agreement requires a guarantor to guarantee the performance of the Customer's obligations under the Agreement.
- B. The Guarantor has agreed to enter into this Deed to guarantee the performance of the Customer's obligations under the Agreement.

This Deed witnesses that the parties agree as follows:

1. Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

"Customer" means the person, organisation or entity referred to as the 'Customer' in the Agreement.
 "Agreement" means the agreement entered, or to be entered, into between the Customer and the Supplier on or about the date of this Deed relating to the supply of goods and services to the Customer by the Supplier from time to time and any other related agreement entered into by the Customer and the Supplier.

2. Operative Part

- 2.1 The Guarantor warrants that before execution of this Deed it has acquainted itself with this Deed and sought such advice as it considers necessary to understand the full importance of its responsibilities under this Deed and in particular the financial implications on it consequential on default by the Customer in performance of its obligations and payment of any money due under the Agreement. The Guarantor has satisfied itself as to the financial position of the Customer and its capacity to comply with its obligations.
- 2.2 The Guarantor hereby guarantees to the Supplier the due and punctual performance of all the obligations of the Customer under the Agreement and hereby indemnifies the Supplier against all losses, expenditures, costs and expenses of whatever nature suffered or incurred directly or indirectly by the Customer in recovering any money owing as a result of default in such performance.
- 2.3 This guarantee and indemnity is continuing and irrevocable and the obligations of the Guarantor are absolute and unconditional in all circumstances and must continue notwithstanding that there is any change in the name, style, constitution or otherwise of the Customer.
- 2.4 This guarantee and indemnity continues despite the payment of any part of the amount owing and despite any time or other concession or compromise extended by the Supplier to the Customer or any other person.
- 2.5 This guarantee and indemnity will not be affected:
 - (a) by the neglect or omission of the Supplier to enforce any of its rights in whole or in part;
 - (b) if the Customer dies or becomes of unsound mind or bankrupt or, if a company, goes into liquidation or any other obligation of the Customer for any reason becomes unenforceable in whole or in part;
 - (c) by the invalidity or unenforceability either in whole or in part of any part of the Agreement;
 - (d) by the discharge of the Customer whether by operation of law or in any manner otherwise than by full and complete performance by the Customer of all the

obligations to be performed and observed by it;
 (e) by any variation in the terms of the Agreement or any other arrangement between the Supplier and the Customer; or
 (f) by any payment to the Guarantor by or on behalf of the Customer which is later set aside or voided.

- 2.6 This Deed is a principal obligation and is not to be treated as ancillary or collateral to any obligation to the intent that this Deed will be enforceable notwithstanding that any of the agreements and other obligations arising between the Supplier and the Customer are in whole or part unenforceable for any reason.
- 2.7 The Supplier need not first exercise its rights against the Customer or against the Customer's security before exercising its rights under this Deed against the Guarantor.
- 2.8 The parties agree that every covenant and obligation hereunder is given and undertaken by the Guarantor as a joint and several covenant and obligation.

3. Representations and warranties

- 3.1 The Guarantor represents and warrants on the date of this Deed that:
 - (a) it has legal capacity, power and authority to enter into this Deed;
 - (b) this Deed constitutes the valid and binding obligations of it and is enforceable against it by the Supplier in accordance with its terms;
 - (c) the execution and delivery of, and compliance with its obligations under, this Deed does not contravene any law or directive from a government body, any agreement or instrument to which it is a party or any of its obligations to any other person;
 - (d) all information given to the Supplier in relation to this Deed is correct, complete and not misleading;
 - (e) except as notified to the Supplier in writing prior to the date of this Deed, no litigation, arbitration or administrative proceeding is current, pending or to its knowledge threatened which has or the adverse determination of which would be likely to have a material adverse effect; and
 - (f) except as notified to the Supplier in writing prior to the date of this Deed, it does not enter into this Deed as trustee of any trust.

4. Amendment

- 4.1 This Deed may only be amended by written agreement executed by all the Parties.

5. Notices

- (a) Form of notice
A notice or other communication must be in writing in English and may be:
 - (i) delivered personally;
 - (ii) given by an agent of the sender;
 - (iii) left at a Party's current delivery address for notices as set out in this Deed;
 - (iv) sent by prepaid mail to a Party's current postal address for notices as set out in this Deed; and/or
 - (v) sent by email to a Party's current email address for notices as set out in this Deed.
- (b) Receipt of notice
A notice or communication is taken as having been given:

- (i) when left at a Party's current delivery address for notices; or
- (ii) if mailed within Australia to an Australian address, on the third Business Day after posting; or
- (iii) if mailed outside of Australia to an Australian postal address or within Australia to an address outside of Australia, on the tenth Business Day after posting; or
- (iv) if sent by email, when the sender receives an email read receipt regarding the recipient's email address.
A Party may change its address for service of notices by written notice to the other Party.

6. General

- (a) Assignment: This Deed is personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under this Deed without the prior written consent of the other Party (such consent not to be unreasonably withheld). Any purported dealing in breach of this clause is of no effect.
- (b) Waiver or variation of rights: Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Deed does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.
- (c) Powers, rights and remedies: Except as expressly stated to the contrary in this Deed, the powers, rights and/or remedies of a Party under this Deed are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Deed or any other person.
- (d) Consents and approvals: Where this Deed provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Deed, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.
- (e) Further assurance: Each Party must from time to time and in a timely manner do all things reasonably required of it by the other Party to give effect to this Deed.
- (f) Counterparts: This Deed may be executed in any number of counterparts and, if so, the counterparts taken together will constitute one and the same Deed.
- (g) Entire agreement and understanding: In respect of the subject matter of this Deed: this Deed contains the entire understanding between the Parties; all previous oral and written communications, representations, warranties or commitments are superseded by this Deed and do not affect the interpretation or meaning of this Deed; and each of the Parties has relied entirely on its own enquiries before entering into this Deed.
- (h) Governing law and jurisdiction: This Deed is governed by the laws of Victoria and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.

EXECUTED AS A DEED (NEEDS TO BE WITNESSED BY AN INDEPENDENT PERSON)

Signed, Sealed and Delivery as a Deed by:

Date

Guarantor Name

Witness Name

Signature

Signature