

Credit Application Form

CONFIDENTIAL DOCUMENT

This credit application form covers the following entities:
Allstone Quarries Pty Ltd | ABN: 63 089 515 659
ASQ Garden & Landscape Pty Ltd | ABN: 38 633 485 131

w asq.net.au | a PO Box 358, Eaglehawk VIC 3556 p 03 5446 1677 | f 03 5446 1227

Once completed, please forward your form to accounts@asq.net.au







1. Applicant details

Ар	plicant ı	name:											
Trading name		me:				Date k	ousiness estal	blished:					
AB	SN:					ACN:							
Ph	one:												
Postal addres		ress:											
Stı	eet add	ress:											
	siness ty ease tick		ole box										
	Sole trad	der	☐ Partne	rship	☐ Company	/	☐ Trust		Furth	ner details r	equired o	on page	3
Na	ture of I	business	s:		1			,					
Cro	edit limi	t reques	t: \$										
Do		uire sep	-		a mandatory i		ment on ever	ry delive	ry?		Tick bo		
Na	me:						Position:						
Ph	one:						Email:						
	er conta		be used fo	r deliverie	es and produc		mation Position:						
1	Phone:						Email:						
		<u> </u>											
2	Name:						Position:						
	Phone:						Email:						
3	Name:						Position:						
	Phone:						Email:						
	Trade I			rences ar	e required for	all nev	v customers. (Commei	rcial	referees onl	y		
1	Name:						Position:						
_	Phone:						Email:						
2	Name:						Position:						
2	Phone:						Email:						
	Name:						Position:						
3	Phone:						Email:						

3. Sole trader / partnership details

Only complete if ticked as Business Type on page 2

Provide details for each owner or parter:

	Owner/ Partner 1	Owner/ Partner 2	Owner/ Partner 3
Name:			
Address:			
Phone:			
DOB:			
Driver's licence #:			

4. Company details

Only complete if ticked as Business Type on page 2

Provide details for each director:

	Director 1	Director 2	Director 3
Name:			
Address:			
Phone:			
DOB:			
Driver's licence #:			

5. Trust details

Only complete if ticked as Business Type on page 2

A copy of the Trust Deed together with all variation must be provided. Without this information your credit application will not be processed.

Trust name:	
Trust ABN:	
Trustee(s) names:	

6. Declaration and consent

Must be completed by all applicants

Applicant name: Date:

- In consideration of ASQ granting a credit facility, I/we confirm and declare that:
 - I/we have been provided with a copy of ASQ's Terms and Conditions of Trade which I/we have read, understood and agree to be unconditionally bound by, and
 - The information supplied by us to the creditor is true and correct and I/we acknowledge the creditor will use this information for purposes of assessing an application for credit
- I/we declare that the credit to be provided to me/us by ASQ is wholly or predominantly for business and/or investment purposes only.
- 3. I/we agree to abide by ASQ's payment terms, strictly 30 days from end of month of date of invoice. It is further agreed that in the event full payment has not being made by that date, the applicant and its guarantees will pay all legal and/or collection costs incurred in recovery of any overdue amounts and to pay compound interest of 0.5% per month on all overdue amounts calculated monthly from the due date.
- 4. ASQ is authorised, at any reasonable time, to enter and re-take the goods sold and then re-sell the goods sold and retain the proceeds of the sale without prejudice to its rights to claim the balance of the purchase price and interest from the applicant and its guarantees.

 The goods sold remain the property of ASQ until the purchase price has been fully paid.

Privacy Consent

- In accordance with the provisions of the Privacy Act 1988 (Cth) ('Act'), if the creditor considers it relevant to assess my/ our application for commercial credit, I/ we consent to the creditor obtaining from a credit reporting agency, a credit report containing personal credit information about me/us in relation to commercial credit provided by the creditor. I/we further consent to the retention of this information by the credit review.
- 2. In accordance with the provisions of the Act, if the creditor considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to the creditor receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. I/we further consent to the retention of this information by the credit review.
- In accordance with the provisions of the Act, I/we consent to the creditor providing a credit reporting agency or another credit provider with personal information about my/our credit application. Information which may be given to an agency or credit provider

includes:

- a. Identity particulars
- b. The fact that I/we have applied for credit and the amount
- c. The fact that the creditor is a credit provider to me/us
- The amount of payments which become overdue more than sixty (60) days and for which collection action has been commenced
- e. Any credit reports received and held by the creditor in relation to me/us for inclusion in or establishment of a credit information file in relation to me/us
- f. Advice that payments are no longer overdue
- g. Information on cheques drawn by me/ us which have been dishonoured more than once
- h. In specific circumstances, that in the opinion of the creditor, I/we have committed a serious credit infringement
- That credit provided to me/us by the creditor has been paid or otherwise discharged.

To be signed by all proprietors, directors, partners and/or sole traders.

1	Name:	Position:
	Signed:	
2	Name:	Position:
	Signed:	

If the above declaration and consent is not signed, Allstone Quarries Pty Ltd will refuse your credit application.

7. Deed of guarantee and indemnity

Must be completed by all applicants

Applicant name:	
Date:	

Covering: Allstone Quarries Pty Ltd (ABN 63 089 515 659) and ASQ Garden & Landscape Pty Ltd (ABN 38 633 485 131)

This document operates as a deed.

- 1. Definitions:
 - a. "Guarantee" means this Deed of Guarantee and Indemnity.
 - b. "Applicant" is the party named above as APPLICANT.
 - "The creditor" means Allstone Quarries Pty Ltd ABN 63 089 515 659, ACN 089 515 659.
 - d. "Terms of Trade" includes the terms and conditions forming part of any sale or trade or service or contractor provision of credit or other thing provided by the creditor to the Applicant.
 - e. "You" and any of its derivatives means the Guarantor herein named.
- This deed of Guarantee and Indemnity makes me liable for all monies owing by the APPLICANT to the creditor under the creditor's terms and conditions. In consideration of the creditor granting a credit facility to the APPLICANT, I;
 - a. Guarantee and undertake to discharge on demand, without counter-claim or set-off, the payment by APPLICANT of all monies (whether present or future) stated by the creditor to be payable by the APPLICANT under Allstone Quarries Pty Ltd's Terms and Conditions of Trade as if you were the APPLICANT.
 - b. Undertake to indemnify the creditor,

- on demand, against all losses, costs, interest and expenses incurred by the creditor as a result of the Applicant breaching the Terms and Conditions of Trade or in connection with the creditor taking steps with respect to this Guarantee.
- Agree that Your liability will not in any way be discharged, released or affected by:
 - Any of the obligations of the Applicant being unenforceable or void for any reason (in which case you will remain liable as principal debtor and this Guarantee will remain in effect); and
 - Any indulgence or waiver being granted or an arrangement entered into with the Applicants.
- 3. It is acknowledged that the obligations contained in this Guarantee are:
 - d. Undertaken as those of a principal debtor and not merely as surety.
 - Continuing until such time as the Applicant's obligation to the creditor have been discharged in full.
- 4. If there is more than one Guarantor, you will be jointly and severally liable to the creditor.
- If the creditor does not enforce its rights under the Terms of Trade or this Guarantee, the creditor does not waive its rights

- 6. Unless there is a manifest error, a certificate signed by one of the creditor's Directors or Managers which states that a specific amount is due and payable under this Guarantee, will be sufficient evidence of that fact for the purposes of any application for judgment against you.
- Any part of this Guarantee which is or becomes void or unenforceable for any reason shall not invalidate the other provisions of this Guarantee.
- You agree to submit to the exclusive jurisdiction of the courts of the State of Victoria for the purposes of this Guarantee and any dispute in relation thereto.
- You have entered into this Guarantee of Your own free will and you have taken or had an opportunity to take professional advice upon the terms of this Guarantee and the consequences of signing.
- 10. You permit the creditor to obtain from any person or company, information which the creditor may require for credit reference purposes. You further irrevocably authorise the creditor to provide to any third party information about You in response to credit references and inquiries or by way of information exchange with credit reference agencies, details of this Guarantee and any subsequent dealings that you may have with the creditor as a result of this Guarantee being actioned by the creditor.

1. As a deed by (please print all text):

Guarantor's name:		
Guarantor's address:		
Guarantor's signature:	Date:	
Witness' name:		
Witness' address:		
Witness' signature:	Date:	

2. As a deed by (please print all text):

, , ,		
Guarantor's name:		
Guarantor's address:		
Guarantor's signature:	Date:	
Witness' name:		
Witness' address:		
Witness' signature:	Date:	

8. Office use only

Credit	ani	plicatior	chec	k	lict
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Credit applicatio	II CHECKIIST.					
Task		Completed	Comments			
Application com	npleted					
Terms and cond	litions signed					
Trade reference	s completed and attached					
VEDA check if re	equired					
Credit limit app	roved		Requested credit limit Approved credit limit	\$ \$		
			Please tick relevant box	:		
ASQ Account M	anager allocated		☐ REP QUARRY	☐ REP PREMIX		
			□ REP G&L			
Signed off by Fi	nancial Controller					
Signed off by M	anaging Director					
Applicant notifi	ed with customer welcome letter					
Scan document	s and save to company drive					
Details entered	into database					
Advise ASQ Ma	nagers via email					
Credit application Name: Position:	on processed by:					
Date completed	d:	Signatu	ire:			
Approved by: Financial Controller Name:						
Date completed	1:	Signatu	ire:			
Managing Direct						
Date completed	d:	Signatu	ıre:			