



CHANNEL PARTNERS.

CHANNEL PARTNERS

Credit Application Form

PO BOX 994, TEMPLESTOWE, VIC 3106

t 1300 291 500 f +613 8732 0304 e accounts@channelpartners.com.au

The applicant applies for a credit account with Channel Partners ABN: 43 133 710 255

Credit Application to be completed by applicant

1. Date of application _____

2. Full names and addresses of: (please tick appropriate box)

Sole Traders Partners Directors (if a company) Trust

a) Name _____ Driver's licence _____ D.O.B _____

Address _____ Residential telephone _____)

Do you own these premises? Yes No

b) Name _____ Driver's licence _____ D.O.B _____

Address _____ Residential telephone _____)

Do you own these premises? Yes No

c) Name _____ Driver's licence _____

Address _____ Residential telephone _____)

Do you own these premises? Yes No

3. Sole Traders/Partnership trading as _____

Name of registered company (if applicable) _____

Company trading as _____

ABN _____ ACN _____ (provide copy of registration)

4. Registered company address _____

State _____ Postcode _____

Place of business address _____

State _____ Postcode _____

5. Previous address if resident at above address is less than three years _____

6. Business telephone _____ Facsimile _____

7. Website _____

8. Type of business _____

9. Period of time Sole Trader/the Partnership/the Company established _____

10. Trade credit references (Failure to provide phone/fax numbers may cause delay in processing)

a) Company name _____ Telephone _____)

a) Trade reference contact _____ Facsimile _____)

b) Company name _____ Telephone _____)

b) Trade reference contact _____ Facsimile _____)

c) Company name _____ Telephone _____)

c) Trade reference contact _____ Facsimile _____)

11. Bank and branch _____

12. Estimated credit required \$ _____

CHANNEL PARTNERS – OFFICE USE ONLY			
Amount	Terms	Approved by	Date

Terms and Conditions of Credit

I/We hereby agree to be bound by the following terms and conditions in relation to the accommodation of credit by Channel Partners ABN: 43 133 710 255

Upon the approval of this application for credit, the Applicant agrees with Channel Partners:-

- 1 To pay for all goods sold and delivered or services provided within the trading terms as set out in the credit approval letter and Channel Partners tax invoice. These trading terms may be changed by notice in writing to the Applicant by Channel Partners. Such change will apply from the date notice is given.
- 2 That Channel Partners may from time to time alter its trading terms or these conditions of credit and such altered conditions shall apply in respect of all transactions taking place after notification to the Applicant of such altered conditions of trade or credit;
- 3 If the conditions above are not complied with or the Applicant otherwise fails to comply with its obligations to Channel Partners in any respect, Channel Partners may:-
 - revoke the credit accommodation and require any further sales/trade transactions by the Applicant to be on a cash-before-delivery basis;
 - require that all amounts owing to Channel Partners for any reason whatsoever shall become immediately due and payable without deduction or demand;
 - rescind all discounted quotations or rates and recalculate outstanding charges;
- 4 If the Applicant is a company, Channel Partners may require that the directors or other nominated third parties must give a guarantee and indemnity in the form attached;
- 5 That the Applicant, and where the Applicant is unincorporated each proprietor of the Applicant, hereby charges with payment of the moneys and compliance with all obligations owed by the Applicant to Channel Partners all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by the Applicant or proprietor. The Applicant, and where applicable, each proprietor agrees that if demand is made upon it, him or her by Channel Partners, the Applicant or, if applicable, that proprietor will immediately execute a caveat, as required by Channel Partners. If he or she fails to do so within a reasonable time of being so requested, the Applicant or, if applicable, that proprietor irrevocably and by way of security appoints any credit manager of Channel Partners or solicitor engaged by Channel Partners to be its, his or her true and lawful attorney to execute and register such instruments.
- 6 That all sales of goods and providing of services are made to the Applicant by Channel Partners only upon the terms contained in Channel Partners terms and conditions of trade. Until altered terms and conditions of trade are notified to the Applicant in writing the Applicant agrees that the current terms and conditions of trade shall continue to apply;
- 7 That the Applicant agrees that an account service charge of 1.5 per cent per month may be imposed by Channel Partners in the event that Clause 1 is not complied with;
- 8 That the Applicant agrees to pay any and all costs, commissions, and legal costs and expenses on a full indemnity basis whatsoever arising from the collection of any overdue moneys. Such interest, costs and commissions and legal expenses may be recovered as a liquidated debt;
- 9 That Channel Partners may at any time from time to time without assigning any reason therefore refuse to extend any further credit to the Applicant and that its approval of the Application does not require Channel Partners to extend to the Applicant any particular amount of credit;
- 10 That where there is more than one Applicant each applicant shall be jointly and severally liable under the terms of this Application;
- 11 That ownership of the goods supplied shall remain with Channel Partners, which reserves the right to re-enter the Applicant’s premises and recover the goods and/or dispose of the goods, until payment has been received in full;
- 12 That the Applicant agrees to notify Channel Partners of any change in ownership or address. Notwithstanding any change in the Applicant’s ownership/trading structure or any advice by it to Channel Partners of such change, the Applicant as set out on page one, will remain personally liable for all goods and services requested by it or on its behalf until it has received written confirmation from Channel Partners that its account has been closed and full payment received and a new account has been opened in the name of the new entity;
- 13 That failure by Channel Partners to insist upon compliance with any provisions of the terms does not constitute a waiver of that provision and Channel Partners shall be entitled to insist upon compliance with all provisions of these terms at any time;
- 14 That if any provision or part of a provision of these Terms and Conditions is found to be invalid or unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on Channel Partners and the Applicant.
- 15 That Channel Partners may at any time set-off amounts owed by Channel Partners to the Applicant from the amounts owed by the Applicant to Channel Partners.
- 16 That no claims levied against Channel Partners in relation to loss or damage of goods or defective workmanship will be considered unless all amounts owing by the Applicant to Channel Partners have been paid in full.
- 17 Jurisdiction- This agreement is deemed to be made at Melbourne in the State of Victoria and any legal proceedings commenced by any party to this agreement shall be issued out of and heard in the relevant court at Melbourne.
- 18 That Channel Partners hereby advises that, by pursuant to s. 18E(8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under section 18E(8)(c) of Privacy Act 1988, Channel Partners is allowed to give a reporting agency personal information about your credit application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes: identity particulars (as permitted by the Privacy Commissioner’s determination issued under Section 18E(3); the fact that you have applied for credit and the amount, the fact that Channel Partners is a credit provider to you, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of Channel Partners, you have committed a serious credit infringement; that credit provided to you by Channel Partners has been paid for or otherwise discharged.
Pursuant to ss. 18K(1) and 18N(1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to Channel Partners obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agree to that agency or provider providing that information to Channel Partners for that purpose. You further agree to the obtaining from, and provision by, such an agency or provider further credit reports which may assist Channel Partners in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
- 19 Channel Partners is not liable for any costs incurred in the completing of this Credit Application form and is not in any way obliged to give reasons if credit is denied.

I/We declare and affirm that the information supplied by us, the Applicant, in this application is true and correct and acknowledge that Channel Partners will use this information for the purpose of assessing my/our commercial Credit Application.

Each applicant or partner or director of each applicant must sign

1. Print name Indicate if Director <input type="checkbox"/>	Signature Partner <input type="checkbox"/> Sole Trader <input type="checkbox"/>	2. Print name Indicate if Director <input type="checkbox"/>	Signature Partner <input type="checkbox"/> Sole Trader <input type="checkbox"/>
3. Print name Indicate if Director <input type="checkbox"/>	Signature Partner <input type="checkbox"/> Sole Trader <input type="checkbox"/>	4. Print name Indicate if Director <input type="checkbox"/>	Signature Partner <input type="checkbox"/> Sole Trader <input type="checkbox"/>

