



Gladstone Regional Council

ABN 27 330 979 106

Gladstone Office, 101 Goondoon Street Gladstone
PO Box 29 Gladstone QLD 4680

Telephone: (07) 4976 6900 Fax: (07) 4975 8500

Credit Application Terms and Conditions

Prior to issuing any credit, Applicants are required to complete the attached Credit Application form and return to the Council's Accounts Receivable department for processing. The responsibility of providing the credit references rests with the Applicant, and credit terms cannot be provided until all the necessary information has been received and evaluated. The nominated credit references will be contacted and the Applicant will be advised if credit terms will be granted.

We would like to take this opportunity to advise that Gladstone Regional Council's trading terms are strictly thirty (30) days from the date of the invoice and Council request that the account be conducted within this limit. Failure to pay invoices on time will result in Credit being cancelled.

The minimum credit account amount is \$50.00 per month, otherwise cash/cheque terms will apply.

All requests for Gladstone Regional Council services must be accompanied by a purchase order or a letter of authority from the customer. This will ensure that the service provided has been appropriately authorised by the customer. Purchase orders and letters of authority may cover either a single occurrence, project, event, list of authorised officers who can use the account or a time frame for services e.g. one month/six months/one year.

If it is requested that a service be charged to an account other than that of the customer, a written "Letter of Authority" from that company/person (whose account is to be charged) must be provided for each service. However, this company/person must already have an approved account with Gladstone Regional Council, otherwise cash/cheque terms will apply.

A "Letter of Authority" must be on company letterhead and contain:-

- ABN Number;
- address, telephone and fax numbers;
- dates authorisation is effective;
- state the Gladstone Regional Council services the customer is permitted to use;
- state that they are willing to accept the charges; and
- be signed by an authorised representative of the company.

IMPORTANT NOTICE - Privacy Statement

Gladstone Regional Council is collecting your personal information in order to issue credit. The information will only be accessed by Gladstone Regional Council business related activities. Some of this information may be given to Council's Collection Agency for the purpose of any overdue payments. Your information will not be given to any other person or agency unless you have given us permission or we are required to by law. Your personal information is handled in accordance with the *Information Privacy Act 2009*.

All correspondence to
be addressed to the
Chief Executive Officer

Gladstone Regional Council
PO Box 29
GLADSTONE QLD 4680
ABN: 27 330 979 106

Phone: (07) 4976 6900
Fax: (07) 4975 8500
email: info@gladstone.qld.gov.au



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Credit Application

Company Name: _____

Trading Name: _____

ABN Number: _____

Mailing Address: _____

Physical Address: _____

Accounts Payable Contact: _____

Telephone: _____ Mobile: _____ Fax: _____

Email: _____

State Principal Activity: _____

Name of Directors, Partners or Owners _____

Please supply three (3) credit references (including phone and fax numbers) for your account:

Name: _____

Phone Number: _____ Fax Number: _____

Name: _____

Phone Number: _____ Fax Number: _____

Name: _____

Phone Number: _____ Fax Number: _____

Please indicate type service: _____

I/We hereby apply for a credit account as per the details submitted and understand that if credit is granted it will be subject to the following conditions:

1. The customer must notify Gladstone Regional Council of any change to the following:-
 - (a) Postal or business address;
 - (b) Ownership or Directors of the business.
2. A thirty (30) day monthly account will be the maximum term of credit granted (account payable by the end of the month following the month of supply).
3. I/We understand that the minimum credit amount is \$50.00 per month.
4. I/We understand that Gladstone Regional Council reserves the right to withdraw further credit without notice if the applicants do not adhere to the above conditions.
5. I/We agree that Gladstone Regional Council may, under the *Information Privacy Act 2009*, obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.
6. I/We agree the subsequent conduct of the credit account may be disclosed by Gladstone Regional Council to a credit reporting agency.
7. I/We state the information contained in this application is true and correct and I/we agree to Gladstone Regional Council terms and conditions as stated.

Name of Authorised Representative

Signature

Date



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PERSONAL GUARANTEE, INDEMNITY & CAVEATABLE INTEREST CLAUSE

To: Gladstone Regional Council (ABN: 27 330 979 106) (hereinafter referred to as "the Supplier"),

In consideration of the Supplier supplying goods or services to the Customer referred to at the bottom of this form, the Guarantor(s)/Indemnifier(s) set out below hereby guarantee and indemnify to the Supplier due and punctual payment by the Customer of all monies which are now payable or may in the future become payable by the Customer to the Supplier for goods and services, or both, supplied from time to time by the Supplier to the Customer, and all damages payable by the Customer to the Supplier, (the secured moneys") **AND** it is hereby further agreed as follows:

1. The secured moneys shall include collection fees and legal costs incurred by the Supplier in connection with the default by the Customer.
2. The Supplier is at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time, waiver, release or other indulgence to the Customer and to accept from the Customer payment in cash, cheque, EFT or otherwise.
3. Nothing in this Guarantee and Indemnity is binding or conditional upon the Supplier continuing to supply goods or services, or both, to the Customer.
4. That the Supplier may exercise its rights under this Guarantee and Indemnity at any time and the Guarantor(s)/Indemnifier(s) shall pay the amount of any indebtedness of the Customer account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to the last known address of each or all Guarantor(s)/Indemnifier(s). It shall not be a condition precedent to the issue of any such demand that the Supplier shall have exercised or exhausted its legal rights against the Customer.
5. The Guarantor(s)/Indemnifier(s) hereby guarantee and indemnify the Supplier against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Customer with respect to the secured moneys.
6. This Guarantee and Indemnity shall not be considered wholly or partially discharged by the payment at any time hereafter of any of the secured moneys or by any settlement of account and shall apply to the present and any future balance of the secured moneys.
7. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity to the Supplier for all debts whatsoever and wheresoever contracted with the Customer in respect of the goods or services or both supplied or to be supplied to the Customer.
8. The Guarantor(s)/Indemnifier(s) may revoke this Guarantee and Indemnity at any time. Such revocation shall be effective only upon its delivery to the Chief Executive Officer of the Supplier at its registered address and shall become effective at the time of written acknowledgment by the Secretary of its receipt. Such notice of revocation shall only operate to discharge the Guarantor(s)/Indemnifier(s) from liability as to future dealing by the Customer with the Supplier after the said date of written acknowledgment.
9. That the Supplier shall be entitled at any time to assign its rights under this Guarantee and Indemnity to its successors, nominated transferees or assigns, (including but not limited to the principal contract), and further vary the Trading Terms and Conditions originally attached to the Commercial Credit Application of the Customer nominated below, without notice to the Guarantor(s)/Indemnifier(s), and that this Guarantee and Indemnity shall not be in any way affected or discharged.
10. That the terms of this Guarantee and Indemnity are binding (if more than one) jointly on us and severally on each of us and shall not be affected notwithstanding that one or more of the intended Co-Guarantor(s)/Indemnifier(s) have not executed this Guarantee and Indemnity or that the Guarantee and Indemnity has been held to be ineffective or unenforceable against one or more of the Guarantor(s)/Indemnifier(s).



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PERSONAL GUARANTEE, INDEMNITY & CAVEATABLE INTEREST CLAUSE CONTINUED

11. That in the event that the Customer is a company and the Guarantor(s)/Indemnifier(s) are not directors then the Guarantor(s)/Indemnifier(s) certify that they have obtained independent commercial financial and legal advice prior to signing this personal Guarantee and Indemnity.
12. **CAVEATABLE INTEREST CLAUSE.** In the event of default by the Customer, and the Supplier exercising its rights under this Guarantee and Indemnity then the Guarantor(s)/Indemnifier(s) hereby charge all their property(ies) owned/partly owned, or that may be acquired in the future, solely or jointly by the Guarantor(s) /Indemnifier(s) in favour of the Supplier, to better secure any or all monies owing to the Supplier as of the date of the default by the Customer, with the due and punctual observances and performances of all of the obligations of the Guarantor(s)/Indemnifier(s) hereunder. The Guarantor(s)/Indemnifier(s) acknowledges that the Supplier will at its discretion register a Caveat on such property in respect of the interest conferred on it under this clause. The Guarantor(s)/Indemnifier(s) further grant to the Supplier the right to appoint a Receiver to sell the property(ies).
13. The Guarantor(s)/Indemnifier(s) agree that the Supplier will seek from a Credit Reporting Agency, a Credit Report containing personal information about me/us to assess whether to accept me/us as a Guarantor(s)/Indemnifier(s) for Commercial Credit applied for, or provided to, the Customer.
14. I/we agree that if the Supplier approves the Customer's application for Commercial Credit, this agreement to seek credit reports from time to time, remains in force until the Commercial Credit facility covered by the Customer's application ceases.

This is to Certify that I/we have read, understood and accept the terms and conditions of this Personal Guarantee and Indemnity and without undue pressure or unfair tactic append my/our signature hereunto. I/we acknowledge having received a copy of this said Personal Guarantee and Indemnity.

CUSTOMER NAME: _____

DATED: _____

SIGNED BY GUARANTOR/ INDEMNIFIER: NAME (print): _____ (Sign): _____
ADDRESS: _____

SIGNED BY GUARANTOR/ INDEMNIFIER: NAME (print): _____ (Sign): _____
ADDRESS: _____

SIGNED BY WITNESS: NAME (print): _____ (Sign): _____
ADDRESS: _____