



# APPLICATION FOR CREDIT

## Tasmanian Hotel & Catering Supplies

ACN 133 013 144 / ABN 69 173 981 757

### Launceston (Head Office)

3-5 Merino Street  
Kings meadows  
Tasmania 7249  
Ph.: 03 63 445 588  
Fax: 03 63 445 688

### Devonport

7 Victoria Parade  
Devonport  
Tasmania 7310  
Ph.: 03 64 234 222  
Fax: 03 64 244 816

### Hobart

28A Warwick St  
North Hobart  
Tasmania 7000  
Ph.: 03 62 312 055  
Fax: 03 62 348 553

Please complete this form in full and return to [office@tashotel.com.au](mailto:office@tashotel.com.au) or P.O. Box 3008 DC, Launceston TAS 7250

Sole Trader  Partnership  Proprietary Limited Co.  Incorporated Association

Registered Business Name:			
Trading Name:			
A.B.N. /A.C.N. Number:			
Delivery Address:			Postcode:
Postal Address:			Postcode:
Business Phone:	( )		
Fax:	( )		
Email for statements & invoices:			

### Primary Business Contacts

Sales Contact:	Accounts Contact:
Email:	Email:
Phone: ( )	Phone: ( )

Business premises owned / rented? \_\_\_\_\_

How long? \_\_\_\_\_

Are unique purchase order numbers required for each order?

Yes

No

**Applicant's / Proprietor's / Owner's / Director's details**

Please give full and complete information to avoid errors that may be made with the processing of your application

Full Name	Date of Birth	Private Address	Phone
1.			( )
2.			( )

**Trade References**

Please provide at least two references

Name of Supplier	Address	Phone	Email
1.		( )	
2.		( )	
3.		( )	

## CREDIT TERMS AND CONDITIONS

### 1. Definitions

- (a) "Application for Commercial Credit" means an application made by the Customer for a commercial credit account with the Seller and has the meaning given in the Application for Commercial Credit;
- (b) "Customer" means the person placing an Order, or on whose behalf the order is placed, with the Seller and means, in the case of a corporation, its officers, employees, servants, agents and permitted assigns and, in the case of a natural person or persons, their and each of their respective heirs, personal legal representatives and permitted assigns.
- Where the Customer is a consumer, the definition of Consumer in the Competition and Consumer Act 2010 applies;
- (c) "Goods" means the goods described in the Order;
- (d) "GST" has the meaning given to that term under A New Tax System (Goods and Services) Act 1999 (Cth);
- (e) "Order" means the purchase order for any goods issued by the Customer to the Seller from time to time containing, but not limited to a description of the Goods on the invoices, quotation, work authorisation or purchase order;
- (f) "PPSA" means the Personal Properties Securities Act 2009;
- (g) "Price" will mean the price payable for the Goods, which is exclusive of GST, as agreed between the Seller and the Customer and set out in the Order;
- (h) "Seller" means Tasmania Hotel and Catering Supplies Pty Ltd (ACN 133 013 144) and its successors; and
- (i) "Terms" means these terms and conditions of sale and an Order and all recitals, terms, clauses, schedules, tables, annexures or exhibits to it, as amended by the parties from time to time.

### 2. Acknowledgements & Acceptance

- (a) Each party separately acknowledges for the benefit of each other party that:
- (i) they have entered into these Terms after mature consideration, reflection, and exercise of independent judgment;
- (ii) they have read and understood the provisions of these Terms and that the provisions are just, equitable, fair, reasonable and satisfactory to them;
- (iii) they have entered into these Terms of their own free will and volition and that no coercion, force, or undue influence has been used in the execution of this these Terms either by the other party or by any other person or persons;
- (iv) they have either obtained independent legal advice, or are aware of their right to do so, and have chosen not to do so; and
- (v) neither has relied upon any representation or promise in making this Contract except for those expressly stated in these Terms.
- (b) Any Order received by the Seller from the Customer will constitute acceptance of all of the terms and conditions of these Terms.
- (c) The parties agree that these Terms are binding and can only be amended with the written consent of the Seller.

### 3. Price and Payment

- (a) Invitations to quote a price for a future purchase order by the Customer are without obligation on the Customer and only imply an invitation to the Seller to submit a price quote for the Goods. The submission of an Order by the Customer to the Seller is irrevocable unless otherwise stated in the Order.
- (b) The Seller reserves the right to change the Price in the event of a variation to the quotation, purchase order or work authorisation.
- (c) Time for payment for the Goods will be stated on the Order. If no time is expressly stated in the Order payment will be due fourteen (14) days following the date of issue of the Order.

### 4. Delivery of Goods

- (a) Goods are deemed to be delivered within ten (10) days of dispatch from the Seller's warehouse.
- (b) The failure of the Seller to deliver the Goods will not entitle either party to treat the contract as repudiated.

### 5. Retention of Title

- (a) The risk in the Goods passes to the Customer on delivery to the Customer or into custody on the Customer's behalf provided that if the Customer fails to

- accept delivery or requests a delay in delivery, risks to the Goods will be borne by the Customer from the time of such failure or request (as the case may be) and the Customer indemnifies the Seller and the supplier from any claim, loss or expense whatsoever arising from the Customer's failure or request.
- (b) Property in and title to the Goods supplied by the Seller to the Customer remains with the Seller until the Customer has paid the Seller both the Price and any other money that the Customer may owe the Seller at any time on any account.
- (c) The Customer may sell or otherwise dispose of the Goods supplied by the Seller in the ordinary course of the Customer's business.
- (d) Where the Customer disposes of the Goods before payment to the Seller, the sale proceeds of such disposal are the property of the Seller and the Customer holds the proceeds on trust for the Seller. Further, the Customer, in disposing of the Goods before payment to the Seller, does so as the Seller's fiduciary agent.
- (e) The Seller may enter the Customer's premises or elsewhere and seize any goods which have not been paid for by the due date without the Seller having to give notice to the Customer and the Customer waives the right to receive any statutory or PPSA Notice.
- (f) While the goods remain the property of the Seller, the Customer agrees:
- (i) to only dispose of the Goods in the ordinary course of the Customer's business;
- (ii) to not cause the Goods to lose their identifiable character or be intermingled with any other goods in any way by any process of its own or by a third party, except with the Seller's prior written consent;
- (iii) that it has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation that Seller owes to the Customer;
- (iv) that it cannot claim any lien over the Goods;
- (v) to not create any absolute or defeasible interest in the Goods in relation to any third party except with the Supplier's prior written consent;
- (vi) to provide the Seller with access to the premises where the Goods are stored to enable the Seller to inspect and/or seize the Goods.
- (g) The Customer, by its acceptance of delivery of the Goods adopts and accepts the trading terms set out in these Terms.

### 6. Inspection and return

- (a) All Goods are received are subject to inspection within two (2) days after delivery or before delivery at the Customer's discretion irrespective of date of payment. Signed delivery dockets do not mean acceptance by the Customer of goods delivered but does constitute acceptance by the Customer of the number of packages or cartons delivered.
- (b) The Customer must promptly notify the Seller of any defects, damage or failure to comply with the description of the goods agreed to by the parties ("Defects") appearing, and hold goods so found to be defective for the Seller's instructions and at the Seller's risk for a reasonable period.
- (c) Upon notifying the Seller of any Defects, the Customer must provide the Seller with an opportunity to inspect the Goods. If the Customer fails to comply with this provision the Goods will be deemed free from any Defects to the extent permitted by law.
- (d) If, in the Seller's sole discretion, the Seller agrees in writing with the Customer that the Goods are defective, the Seller's liability as to the Defective Goods will be limited to one of the following (determined in accordance with the Seller's sole discretion):
- (i) replacement of the Goods; or
- (ii) repairing of the Goods.
- (e) Where the Customer is a consumer as defined in the Australian Competition and Consumer Law Act 2010 then the Customer may be entitled to a refund.
- (f) Goods returned for credit will be subject to a charge equal to 20% of the Price as a re-stocking charge, plus freight costs if applicable, to cover costs associated with refurbishing, repacking and accounting procedures.

### 7. Default

- (a) Each of the following events listed in this clause is a Default Event:
- (i) The Customer fails to:
- A. pay or repay in accordance with the Customer's obligations under the these Terms any part of the Price; or

B. comply with any provision under these Terms or with any condition of any waiver or consent by the Seller under or in connection with any agreement; or  
(ii) The Customer becomes Insolvent.

#### **8. Enforcement**

(a) In addition to any other rights provided by law, the parties, at any time after a Default Event has occurred agree that:

(i) each Security Interest arising under these Terms becomes immediately enforceable;

(ii) the Seller may at any time, by notice to the Customer, declare all or any part of the Price to be due and payable immediately, on demand or at a later date as the Seller may specify in the notice;

(iii) The Seller reserves the right to recover all costs associated with recovering unpaid tax invoices and any associated costs arising from the Sellers exercise of the rights conferred on the Seller in the event a Default Event occurs, including but not limited to fees associated with the engagement of a collections service, legal costs and disbursements, administrative costs and any other services used by the Seller to recover overdue amounts; and

(iv) Where any sum, or any part of any sum, payable by the Customer under these Terms is not paid to, or as directed by, the Seller on or before its due date for payment, default interest will accrue on the outstanding amount. Accrued default interest must be paid by the Customer to the Seller upon demand by the Seller. Default interest will be calculated at the default rate of eighteen per cent (18%) per annum for the period for which the outstanding amount is overdue. Accordingly, default interest will accrue on and from the due date for payment of the outstanding amount up to but excluding its date of payment. It will be computed on a daily basis for actual days elapsed and will be compounded on the last day of each month.

#### **9. Cancellation**

(a) The Seller may cancel any contract to which these Terms apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Seller will repay to the Customer any sums paid in respect of the Price. The Seller will not be liable for any loss or damage whatever arising from such cancellation.

(b) In the event that the Customer cancels delivery of Goods the Customer will be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

#### **10. Personal Property Securities Act 2009 (PPSA)**

(a) The Customer acknowledges and agrees that this Agreement is a security agreement for the purposes of the PPSA and that the Seller will register its Security Interest in the Goods and their proceeds as a purchase money security interest on the Personal Property Securities Register and the Customer agrees to provide all assistance reasonably required by the Seller to facilitate this.

(b) Where the PPSA applies to action taken by the Seller in relation to the Goods, the Customer waives its right to receive any notices requires under sections 95, 118, 121, 130, 132 or 135 of the PPSA.

(c) The Customer waives its rights under section 157 of the PPSA to receive notice of a verification statement.

(d) The Customer waives its rights as a Grantor and/or a Debtor under sections 142 and 143 of the PPSA.

(e) The parties agree that sections 96, 125 and 132(3)(d) and 132(4) of the PPSA do not apply to the Security Agreement created under this agreement.

(f) The Customer shall unconditionally ratify any actions taken by Seller under this clause 10.

(g) This clause 10 will survive the termination of the agreement to the extent permitted by law.

(h) For the purposes of these Terms and Conditions "Security Interest" means:

(i) a PPSA Security Interest;

(ii) any interest held as security for the payment of a monetary obligation or the performance of any other obligation, including a bill of sale, assignment, title retention arrangement, trust or power held as security; and

(iii) that the Security Interest relates to the Goods and all Proceeds of any kind under these Terms and Conditions.

(i) In these Terms, unless the context requires otherwise, the following terms have the meanings given to them in the PPSA: control; financing statement; personal property; registration; and verification statement.

#### **11. Warranties**

(a) The Goods must:

(i) be fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the Seller; and

(ii) be of merchantable quality and to be free from defect in material and workmanship.

#### **12. General**

(a) The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

(b) The Seller reserves the right to review these Terms at any time. If, following any such review, there is to be any change to these Terms, then that change will take effect from the date on which the Seller notifies the Customer of such change.

(c) Neither party will be liable for any default due to an event beyond the reasonable control of either party.

(d) No waiver by any party of any default in the strict and literal performance or compliance with any other provision, condition or requirement of these Terms is deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement in these Terms nor be a waiver of or in any manner release any other party from strict compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under these Terms in any manner impair the exercise of any right accruing to it after completion.

(e) These Terms constitute the entire agreement between the parties about the subject matter of these Terms. It supersedes and extinguishes all prior agreements, understandings, representations, warranties, covenants or agreements previously given or made between the parties about the subject matter.

(f) These Terms are governed by and construed in accordance with the law of Tasmania and the Commonwealth of Australia and each of the parties submit to the jurisdiction of the Courts of the State of Tasmania and the Courts of the Commonwealth of Australia.

(g) Nothing in these terms and conditions is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010, except to the extent permitted where applicable.

**PERSONAL GUARANTEE AND INDEMNITY**

**TO: Tasmanian Hotel Catering Supplies Pty Ltd (ACN 133 013 144 / ABN 69 173 981 757)**

**IN CONSIDERATION** of the Seller having at the Guarantor’s request agreed to supply or to continue to supply goods and services to the Customer named in the Agreement endorsed on the front hereof (“the Customer”) hereby covenant and agree with the Seller as follows:

- 1.** To unconditionally guarantee the Seller the due payment by the Customer for all goods and services which the Seller shall supply pursuant to the said Order.
- 2.** That these Terms shall be a continuing guarantee to the Seller for the whole debt which has been or shall be contracted by the Customer with the Seller in respect of all goods and services supplied as aforesaid.
- 3.** All dividends compositions and payments received by the Seller from the Customer or by the Seller as payments in gross and the Guarantor’s right to be subrogated to the Seller in respect thereof shall not arise until the Seller shall have received the full amount of all its claims against him and this guarantee shall be a security to the Seller for the payment of any ultimate balance that may remain due to the Seller in respect of goods and services supplied to the Customer as aforesaid.
- 4.** This guarantee shall be enforceable against the Guarantor notwithstanding that any negotiable or other securities referred to herein or to which it shall extend or be applicable shall at the time of proceedings being taken against the Guarantor on this guarantee be outstanding or in circulation.
- 5.** In order to give effect to this guarantee the Guarantor declares that the Seller shall be at liberty to act as though the Guarantor were the principal debtor and the Guarantor hereby waives all and any of its rights as surety which may at any time be inconsistent with any of the above provisions.
- 6.** This guarantee shall, at the Guarantor’s option, be revocable at any time as to future transactions by one (1) months’ notice in writing given to the Seller by the Guarantor or by his personal representatives.
- 7.** In these Terms words importing the singular or plural number include the plural or singular number respectively and words of any gender shall include any other gender and where more persons than one (1) accept liability under any covenant or obligation herein each of such persons shall be liable severally and every two (2) or greater number shall be liable jointly.

I/We have read, understand and agree to the above.

DATED this                      day of                      20

Print name of guarantor

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Signature of guarantor

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Print name of witness

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Signature of witness

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Print name of guarantor

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Signature of guarantor

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Print name of witness

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Signature of witness

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