

# CREDIT ACCOUNT APPLICATION

## To Be Completed By Applicants

Please complete all sections and read the Terms and Conditions overleaf or attached. Failure to fill in blanks may delay processing.  
This Credit Account Application must be signed by the owner or duly authorised officer or partner. If the Applicant is a Proprietary Company or Trust, then a completed and signed Personal Guarantee and Indemnity is required.

Once filled in, please print, sign and fax to 02 8868 6773 or email to accounts@dougsmithspares.com.au

<b>Type of Business:</b> <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company			Date:	
Company Name:				
Trading Name:				
ABN No.		ACN No.		
Postal Address:			State:	Postcode:
Email Address:				
Phone No.		Fax No.		
Purchasing Officer:			Phone No.	
Email Address			Fax No.	
Delivery Address:			State:	Postcode:
<b>Directors / Owners / Trustee</b> (if more than two, please attach a separate sheet)				
1. Full Name:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:		
2. Full Name:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:		
Accounts Officer:			Phone No.	
Email Address:			Fax No.	
Purchase Order Required: <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO		Credit Limit Requested: \$
Account Terms: <input type="checkbox"/> 30 Day <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Bank and Branch:				
BSB / Account No:				
<b>In order to allow us to provide a better service to you, please tell us a little about your business:</b>				
Nature of Business: <input type="checkbox"/> Appliance <input type="checkbox"/> Service <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Refrigeration <input type="checkbox"/> Other:				
What type of appliances do you service: <input type="checkbox"/> Washers / Dryers <input type="checkbox"/> Dishwashers <input type="checkbox"/> Domestic Refrigeration <input type="checkbox"/> Commercial Refrigeration <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Washers <input type="checkbox"/> Stoves (Gas) <input type="checkbox"/> Hot Water <input type="checkbox"/> Stoves (Electric) <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Gas <input type="checkbox"/> Microwaves <input type="checkbox"/> Vacuums <input type="checkbox"/> Other:				
What sort of business do you have: <input type="checkbox"/> Work From Home <input type="checkbox"/> Shop <input type="checkbox"/> Factory Unit <input type="checkbox"/> Other:				
How many service vans do you have:			Estimated Spend on Spare Parts (no min.):   \$	
Notes:				
<b>Trade References:</b> (Please provide companies that are willing to do trade references)				
1. Company:		Contact:		
Phone No.		Fax No.		
<b>Office Use Only</b> Payment Terms:			Average Monthly Spend: \$	
Existing Credit Limit: \$		Notes:		
2. Company:		Contact:		
Phone No.		Fax No.		
<b>Office Use Only</b> Payment Terms:			Average Monthly Spend: \$	
Existing Credit Limit: \$		Notes:		

3. Company:	Contact:
Phone No.	Fax No.
<b>Office Use Only</b> Payment Terms:	Average Monthly Spend: \$
Existing Credit Limit: \$	Notes:

**CREDIT CARD AUTHORISATION**

Type of Card:     MasterCard     Visa    Credit Limit: \$

Cardholders Name: \_\_\_\_\_

Card Number: \_\_\_\_\_    Expiry Date:    /    /

I declare that I am the owner of the above credit card, and I hereby authorise the Seller to arrange payment of my account, which must be finalised in full before the close of each month, by debiting my credit card account, the number of which is specified above.

I acknowledge that the Seller may terminate this request at any time by written or verbal notice and I must adopt an alternative method of payment.

Cardholders Signature: \_\_\_\_\_    Date: \_\_\_\_\_

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS (overleaf or attached) of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

<b>SIGNED:</b> _____	<b>SIGNED:</b> _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____
<b>WITNESS:</b>	<b>WITNESS:</b>
Signed: _____	Signed: _____
Name: _____	Name: _____
Date: _____	Date: _____
<b>SIGNED ON BEHALF OF THE SELLER:</b>	
Signed: _____	Name: _____    Date: _____

**IMPORTANT NOTE ON CREDIT ACCOUNT APPLICATIONS:**

**By signing this document, you are requesting to enter into a contract for finance. Therefore, it is important that this contract is properly completed and signed.**

Sole Traders and Partnerships – this page must be signed by the proprietors of the business, and those proprietors must be properly identified on the previous page.

Proprietary Limited Companies – this page must be signed by ALL directors, and all directors must be properly identified (including home addresses on the previous page); PO Boxes are not acceptable. The directors also need to complete and sign the Personal Guarantee and Indemnity.

Limited Companies – this page must be signed by someone who identifies themselves as being able, and who is duly authorised, to enter into contracts on behalf of the company.

Trusts – If the company's ABN number is registered as a trust, irrespective of the type of trust, you are also required to complete and sign the Personal Guarantee and Indemnity.

OFFICE USE ONLY				
ACC / Ref No	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

**ABN: 84 003 057 412**

Registered Office: 1/28 Martha Street **GRANVILLE NSW** 2142 • P: (02) 8868 6700 • F: (02) 8868 6777 • E: sales@dougsmithspares.com.au  
 67 Grandview Street **PYMBLE NSW** 2073 • P: (02) 9449 7655 • F: (02) 9488 9248 • E: pymbles@dougsmithspares.com.au  
 105 Bourke Street **DUBBO NSW** 2830 • P: (02) 6883 3222 • F: (02) 6883 3277 • E: DUBBO@dougsmithspares.com.au  
 2/23 Central Drive **BURLEIGH HEADS QLD** 4220 • P: (07) 5522 0733 • F: (07) 5522 0920 • E: burleigh@dougsmithspares.com.au  
 NQ Appliance Spares: 236 Alfred Street **MACKAY QLD** 4740 • P: (07) 4951 4266 • F: (07) 4951 2712 • E: mackay@dougsmithspares.com.au



I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares which form part of, and are intended to be read in conjunction with this **Application for Credit** and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER):		SIGNED (WITNESS TO CUSTOMER'S SIGNATURE):	
_____		_____	
Name: _____	_____	Name: _____	Date: _____
Position: _____	_____	Address: _____	_____
ID: _____ (Driver's Licence, Passport, etc.)	Date of Birth: _____	_____	State: _____ Postcode: _____

SIGNED (SELLER): \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply Goods and/or Services to

[ ] ("the Customer") [Insert Company Name In Box Provided]

## I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. GUARANTEE** the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of Goods and/or Services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Seller, including but not limited to the Terms and Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the Goods and/or Services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:
  - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (b) register any other document required to be registered by the PPSA or any other law; or
  - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
  - (a) the supply of Goods and/or Services to the Customer; or
  - (b) the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees costs of collection and legal costs; or
  - (c) monies paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of Goods and/or Services by the Seller to the Customer.

## I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 4.** This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5.** No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- 6.** If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
- 7.** The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Seller.**
- 9.** I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- 10.** The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

<b>GUARANTOR-1</b> SIGNED: _____  FULL NAME: _____  HOME ADDRESS: _____  DATE OF BIRTH: _____  SIGNATURE OF WITNESS: _____  NAME OF WITNESS: _____  OCCUPATION: _____  PRESENT ADDRESS: _____  EXECUTED as a Deed this            day of            20____
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<b>GUARANTOR-2</b> SIGNED: _____  FULL NAME: _____  HOME ADDRESS: _____  DATE OF BIRTH: _____  SIGNATURE OF WITNESS: _____  NAME OF WITNESS: _____  OCCUPATION: _____  PRESENT ADDRESS: _____  EXECUTED as a Deed this            day of            20____
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Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).  
2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

**WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**