SKYE SANDS PTY LTD

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CONFIDENTIAL CREDIT ACCOUNT APPLICATION

Business Entity: _____

Legal Entity

- ☐ Sole Trader
- ☐ Partnership — **ABN No** _____
- ☐ Limited Co — **ACN No** _____
- ☐ Pty Ltd Company

Trading Name: _____ **Years Established:** _____

Postal Address: _____

_____ **Post Code:** _____

Delivery Address: _____

_____ **Post Code:** _____

Account Contact Name: _____ **Credit Required $**_____

Phone: _____ **Fax:**_____ **Email:**_____

Name and Address of Principals / Directors / Partners:

_____

_____

_____

Trade References:

1. _____ **Phone/Fax:** _____

2. _____ **Phone/Fax:** _____

3. _____ **Phone/Fax:** _____

Terms and Conditions of Sale

The Credit Grantor (henceforth known as the "company") and the Credit Granted (henceforth known as the "Applicant") agree to trade in the following manner:

1. I/We give you the authority to make enquiries in terms of the Privacy Act.
2. In consideration of your company granting supplies on a credit basis, I/We agree to settle all accounts within the normal trading terms of 14 days from the date of invoice.
3. Should agreement terms be exceeded, and therefore any collection or legal action be taken by the "Company" the "Applicant" agrees to be responsible for and to reimburse the "Company" for all costs and commissions incurred.

Signature	Position	Date
_____	_____	_____
_____	_____	_____

CONFIDENTIAL GUARANTEE AND INDEMNITY

To: **SKYE SANDS PTY LTD**

I/We the undersigned have requested you to supply _____
(Name of Customer)
of _____ ("The Customer")
(Address of Customer)
with goods on credit. Should any Supplier elect to do so then:-

1. I/We indemnify the Supplier against any losses, costs, charges and expenses of, any nature which it might incur as a result of any default of the customer.

2. I/We will also be responsible to the Supplier for all outstanding monies due now or at any time in the future for goods, which have been supplied or may have been supplied from time to time.

3. Both My/our indemnity and My/Our Guarantee are continuing security and will not be affected.
   (a) if the supplier
   - (i) grants any extension of time or other indulgence to the Customer;
   - (ii) refuses further credit to the Customer;
   - (iii) varies the terms of the Customer's account or the arrangements between the Supplier and the Customer are changed in any other way (even if this Increases my liability under this guarantee and indemnity);

   (b) by the release of any of the guarantors or if this guarantee is unenforceable against any one or more of the guarantors;

   (c) if any payment by the Customer is later avoided by law.

4. I/We agree that each application for credit made by the Customer to any of you as Supplier shall be deemed to have been accepted from the date of your first invoice to the Customer and without further notice to me/us this Agreement shall immediately have effect as an Agreement under seal between me and each of you which becomes a supplier.

5. This guarantee may only be withdrawn by giving you fourteen (14) days notice in writing by certified mail, but will continue in force in respect of all debt incurred by the customer up to the date of the withdrawal.

6. I/We agree that before providing credit to the Customer you may seek from a credit agency a credit report containing personal information about me/us to assist in deciding whether to accept me as a guarantor for the Customer.

7. In this guarantee and indemnity:-

   "Goods" includes services and 'Supplier" means Company or entity from whom goods are purchased.

   Singular words include the plural and vice versa and where there is more than one Guarantor they shall be bound jointly and severally.

Signed this _____ day of _____

(In the case of: 1. Company - two Directors must sign 2. Partnership – both partners to sign 3. Sole Trader – proprietor to sign)

Signature _____	Signature _____
Name of Director _____	Name of Director _____
Signed by Witness _____	Signed by Witness _____
Name & Address of Witness _____	Name & Address of Witness _____
_____	_____
_____	

OFFICE USE ONLY

Application received (date) _____	Approval given (date) _____
Credit Limit Approved $ _____	Applicant Advised (date) _____

TRADE REFERENCES

1. _____ Comments _____
2. _____ Comments _____
3. _____ Comments _____

PERSONAL GUARANTEE AND INDEMNITY BY DIRECTORS TO CREDIT PROVIDER FOR PAYMENT OF COMPANY DEBTS

IN CONSIDERATION of the party referred to in the Schedule as The Company ("the company") agreeing to grant credit from time to time to the party referred to in the schedule as the Debtor ("the debtor") and upon the Debtor agreeing to pay on demand all monies owed and due by it to the company and upon the company agreeing to enter into a repayment arrangement with the Debtor. I/We, the party(ies) referred to in the Schedule as the Guarantor(s) ("the guarantor(s)") hereby guarantee (jointly and severally where there is more than one Guarantor) the due performance by the Debtor of the whole obligations imposed upon the Debtor by any trade contracts, agreements or other trade arrangement with the Company and agree to indemnify the company against all losses it sustains because of dealings the Company has with the Debtor including all legal costs, recovery costs and interest (as permitted by law) and agree that this guarantee shall be continuing, unconditional and is enforceable immediately on demand upon default by the Debtor in discharging all or some of the said obligations or in paying all or some of the said monies and agree to charge in favor of the Company all of my/our right, title, estate or interest in any land which I/We have or may any legal or beneficial interest in and any other asset or trust assets with payment of all moneys owing to the Company by the Debtor and further agree in respect of my/our personal credit information that the company may give, receive and use such information about me/us according to law (including the provisions of the Privacy Act 1988 (Cth) and any applicable state or Territory laws) and according to the authority attached to this document.

SCHEDULE

The
Company _____

The
Debtor _____

The Guarantor(s)

1. Full Name _____

Address _____

_____

Phone _____

2. Full Name _____

Address _____

_____

Phone _____

DATED THIS DAY _____ OF _____

_____
1. SIGNATURE OF GUARANTOR

_____
2. SIGNATURE OF GUARANTOR

_____
NAME & SIGNATURE OF WITNESS

_____
NAME & SIGNATURE OF WITNESS

(NOTE: ALL GUARANTORS ARE REQUIRED TO SIGN THE AUTHORITY ENCLOSED WITH THIS DOCUMENT)