

Applicant Details

Company/Trust Name:	ACN:
Trading Name:	ABN:
Postal Address:	Post code:
Physical Address:	Post code:
Phone:	Fax:
Authorised Contact:	Position:
Email:	

Applicants Accountant

The Applicant hereby authorises, and directs the Accountants nominated representative to provide the Supplier with such financial information as may be reasonably requested to assist with the provision of credit terms

Accounting Firm:	Representative:
Postal Address:	Post code:
Phone:	Fax:
Email:	

Conditions

By signing "the applicant" herein referred to as "customer";

- a) acknowledges having read the terms and conditions contain herein;
 - b) understands, for the purpose of this document the "supplier" refers to Pearsons Grain Pty Ltd, and/or Pearsons Transport Services Pty Ltd as appropriate
 - c) agrees that the conditions are incorporated into each and every contract for supply of goods made between the Supplier and the Customer after the acceptance date and should be read in conjunction with those contracts;
 - d) acknowledges that the terms of trade are strictly in accordance with the Trade Rules of Grain Trade Australia Ltd (GTA) as amended from time to time, or its successor, unless otherwise agreed in writing by the parties and any disputes will be determined in accordance with the GTA terms of trade;
 - e) agrees that if the Supplier varies the conditions from time to time after the acceptance date and provides reasonable notice to the customer of the variation, that the conditions as varied are incorporated into each and every contract for supply of goods after the date of such notice
1. The customer agrees to make payment in accordance with instructions provided on invoices raised which reference specific terms of trade as agreed in writing by both parties
 2. If payment is not made as outlined (in clause 1 above) the Supplier may;
 - a. Suspend provision of further credit until any amounts outstanding are paid,
 - b. Charge the customer interest on any overdue amounts
 3. The Supplier and its agents shall not be liable to the customer or any other third party, for any direct, indirect or consequential loss or damage or for any loss of profit, revenue, business, whatsoever and howsoever caused, whether arising out of any negligence or breach of these terms and conditions.
 4. The customer shall indemnify the supplier at all times against all actions, proceedings, cost claims, losses (whether indirect, direct or consequential) and damages whatsoever that the customer may sustain pursuant to these terms and conditions, in particular in relation to any breach or non-compliance of the terms and conditions herein.
 5. The customer enters into an agreement with Supplier in connection with, but not limited to, the sale of grain, transfer of grain stocks to another owner/title, sale of grain by products or any other bulk commodity for which the Supplier may agree to sell. Where agreed credit terms are breached by the customer, the supplier reserves the right to refuse further supply or service until all debts are cleared, including any interest charged.
 6. The customer shall be notified in writing whether a trading account has been approved for the customers use.
 7. The customer's use of the trading account is subject to these credit terms and conditions and the agreement.
 8. The customer agrees that any credit provided by the Supplier is for business or investment purpose only.
 9. The customer shall provide such security to the Supplier as the Supplier in its sole discretion requires and shall indemnify and reimburse the Supplier for all costs in connection with the trading account, including stamp duty on any security document, legal costs, debt collection expense, bank charges for dishonoured payment, and costs incurred in the recovery or attempted recovery of any amounts owing.
 10. The customer agrees that the trading account may be closed at any time by the Supplier in its absolute discretion without notice.
 11. The customer undertakes to advise the Supplier in writing, of any change in directors, shareholding or ownership of the customer, or any material change in financial details previously supplied, at the time such change takes place. Where any change takes place in the customers trading structure, notwithstanding any advice by the signatories or the customer to the Supplier, the signatories and the customer shall continue to be responsible, jointly and severally for all amounts owing under the trading account until the whole amount (including all interest and charges) have been paid in full to the Supplier.
 12. This credit application shall be governed by and construed in accordance with the laws of Australia.
 13. This application supersedes all previous credit arrangements made with the customer.

Privacy

1. The customer consents and authorises the Supplier to collect, use, retain and disclose any information contained herein relating to the application for credit to and from a credit reporting agency for the purpose of assessing the customer's application for credit. The customer accepts that the Supplier may use this information to verify account references provided, and to check that representations made by the customer in support of this application are accurate.
2. The customer understands that without any expressed consent the collection, use, retaining or disclosure of this information may otherwise fall outside the Privacy Act. The customer accepts this authorisation remains current throughout the entire term of this credit contract.
3. The Supplier acknowledges that the customer may, on request, gain access to the information referred to in the previous clause. Requests for such information are to be directed to the Privacy officer of the Supplier.

Representation, Acknowledgment & Authorisation

1. The customer shall be referred to as "you" in this section.
2. You represent to the Supplier that you are not aware of any information; notice of court proceeding that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. You do not intend to enter into any scheme or arrangement with creditors either formally through a court or otherwise. None of the directors, partners or sole trader has been a director of a company that was placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1996 (as amended).
3. You represent to the Supplier that you are authorised to make this application.
4. You acknowledge that the submission of this application does not automatically result in the granting of a credit account by the Supplier.

Personal Properties Securities Act (2009)

1. The customer consents to the supplier affecting a registration on the PPSA register where the supplier deems it appropriate. The customer agrees to provide all reasonable assistance required facilitating the registration and that, by signing, that this agreement is a security agreement for the purposes of the PPSA

Details of Sole Trader, All Partners, Directors & Trustees

Name:	Witness Name:
Personal Address:	Witness Address:
Position:	
Signature:	Witness Signature:
Date:	Date:
Name:	Witness Name:
Personal Address:	Witness Address:
Position:	
Signature:	Witness Signature:
Date:	Date:
Name:	Witness Name:
Personal Address:	Witness Address:
Position:	
Signature:	Witness Signature:
Date:	Date:
Name:	Witness Name:
Personal Address:	Witness Address:
Position:	
Signature:	Witness Signature:
Date:	Date:

**This page may be duplicated where required for additional entities.*

Directors Guarantee

In consideration of the supplier agreeing to grant credit on the terms and conditions, mentioned above, to the customer,

_____ of _____

and _____ of _____

("The Guarantor") hereby covenant with the supplier as follows:

1. The guarantor jointly and severally (if more than one) guarantee the full and punctual payment of all sums payable to the supplier and the due compliance and observance by the customer with any of the terms and conditions mentioned in this credit application.
2. This guarantee shall be enforceable by the supplier without first having taken any steps or proceedings against the customer
3. This guarantee shall be a continuing guarantee and shall remain in full force and effect until such time as the customer's obligations pursuant to the credit account have been satisfied in full.
4. The guarantor confirms having read the terms and conditions of the credit account application and the terms and conditions of this guarantee and confirms that he/she/they/it understands;
 - a. That by signing this guarantee that he/she/they/it is guaranteeing the payment by the customer of all moneys payable to the supplier and any other terms and conditions of this credit account.
 - b. The giving of the guarantee involves considerable risk and may expose each of the guarantors to the risk of significant claims which may include loss of property and money.
5. I/we have each read and agree to the Privacy Authority section in this credit account application.

Executed as an agreement;

Signature of Guarantors

Name:	Witness Name:
Position:	Witness Signature:
Signature:	Date:
Name:	Witness Name:
Position:	Witness Signature:
Signature:	Date:
Name:	Witness Name:
Position:	Witness Signature:
Signature:	Date:

**Application must be witnessed by an independent third party over 18 years of age*

Business Referees

The customer authorises the supplier to obtain three (3) current credit/trade references from:

Name of referee	Address	Contact Name	Telephone

Office Use only:

Date received:	
Business referees obtained:	
Credit Bureau Report finding:	
Credit Managers Comment:	
Credit Terms:	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
Approved Credit Limit:	
Comment:	
Customer No.:	

Please return original completed application to:

“The Credit Manager”

Pearsons Group Pty Ltd

PO Box 511

SWAN HILL VIC 3585