

Richmond
Valley
Council



CONFIDENTIAL

APPLICATION

FOR

CREDIT

With

RICHMOND VALLEY COUNCIL

Phone: 02 6660 0300

Postal Address: Locked Bag 10
CASINO NSW 2470

Fax: 02 6660 1300

Email : council@richmondvalley.nsw.gov.au

APPLICATION FOR A CREDIT ACCOUNT with RICHMOND VALLEY COUNCIL

TYPE OF ACCOUNT	PERSONAL	SOLE TRADER	PARTNERSHIP	PTY LTD COMPANY
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What facility is the credit applied for _____ i.e landfill, quarry, private works, etc

Applicant Trading Name _____

Registered Company Name _____ ABN _____

Postal Address _____ Postcode _____

Business Address _____

Business Phone _____ Business Fax _____ Mobile Phone _____

Email Address _____

Type of Business _____ Year Commenced _____

Employers Name (If applicable) _____ Employers Phone No _____

Occupation _____

DETAILS OF APPLICANT/S

1 Surname _____ Christian Names in Full _____

Residential Address (Not PO Box) _____

How Long _____ Private Phone No _____ Drivers Licence No _____ Date of Birth _____

Previous residential Address if moved in last 2 years _____

2. Surname _____ Christian Names in Full _____

Residential Address (Not PO Box) _____

How Long _____ Private Phone No _____ Drivers Licence No _____ Date of Birth _____

Previous Residential Address if moved in last 2 years _____

3 Surname _____ Christian Names in Full _____

Residential Address (not PO Box) _____

How Long _____ Private Phone No _____ Drivers Licence No _____ Date of Birth _____

Previous residential address if moved in last 2 years _____

TRADE CREDIT REFERENCES

Company Name	Phone No	Fax No
1		
2		
3		

FINANCIAL DETAILS

	Assets		Liabilities	
Home-Land- Vehicle-Other Assets	Value	Equity	Mortgaged to	Amount

MONTHLY USAGE/ CREDIT LIMIT REQUIRED \$ _____

PRIVACY ACT - NOTICE OF DISCLOSURE

In accordance with s 18E (8) (c) and s. 18N (1) (b) of the Privacy Act 1988 permission is given to Richmond Valley Council, that certain items of personal information about me/us contained in this application are permitted to be kept on a credit information file and might be disclosed to a credit reporting agency and exchanged with other credit providers.

In making this application I/we, in accordance with the provisions of paragraphs (b), (e) and (h) of s 18K (1) and/or 18 (4) of the Commonwealth Privacy Act 1988, that

- * Disclosure by a credit reporting agency; and /or
- * use by Richmond Valley Council
- * Be able to list default once consumer account falls 60 days overdue.

of the relevant information referred to in those sections may occur for the purpose of assessing this application. I/We acknowledge that this agreement shall continue to have effect for the duration of the credit account should my /our application be approved.

I/We agree that, for the purpose of s 18N (1) (b) of the Privacy Act 1988, Richmond Valley Council may disclose information derived from a report or the entire report in its possession to (the other provider) for the purpose of (providing a reference or references that other credit providers in the conduct of my/our account)

Signature of Applicant

Print Name

Date

Signature of Applicant

Print Name

Date

*** Please allow five(5) business days for processing from the date the application**

is received by Council*

PERSONAL GUARANTEE, INDEMNITY & CAVEATABLE INTEREST CLAUSE
To be completed by all Proprietary Limited Companies

To: **RICHMOND VALLEY COUNCIL** ABN 54 145 907 009 (hereinafter referred to as [the Supplier]), in consideration of you having at my / our request agreed to allow time to pay and agreed to supply and / or continue to supply the customer referred to at the bottom of this form with goods and / or services from time to time, we / I hereby agree with you as follows:-

1. We guarantee to you the payment by the customer for all goods and / or services as you have supplied or as you will supply to it from time to time and further guarantee of any collection fees, legal costs and associated expenses incurred by you in connection with any default by the customer notwithstanding that I / we shall not have notice of any negligent or omission on the customers part to pay for such goods and / or services according to the agreement between you and the customer.
2. This guarantee shall be a continuing guarantee to you for the whole of the customers indebtedness or liability to you in respect of goods and / or services supplied or to be supplied to it or upon any other account howsoever and whensoever arises. You are at liberty without notice to us at any time and without in any way discharging us from any liability under this guarantee to grant time, waiver, release or other indulgence to the customer and to accept from the customer payment in cash, cheque, electronic funds transfer or otherwise. Nothing in this guarantee and indemnity is binding or conditional upon you to continue to supply goods and services or both to the customer. You may exercise your rights under this guarantee and indemnity at any time and I / we shall pay the amount of any indebtedness of the customer to the date of any demand forthwith upon the receipt of a written demand or its deliver to my / our last known address. You do not have to have exercised or exhausted your legal rights against the customer before issuing such demand on us / me.
3. I / we hereby guarantee and indemnify you against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default on the part of the customer with respect to monies owed or expenses incurred by default of the customer.
4. This guarantee and indemnity shall not be considered wholly or partially discharged by the payment at any time of any of the monies or by any settlement of account and shall apply to the present and any further balance of the monies.
5. This guarantee and indemnity shall be a continuing guarantee and indemnity to you for all debts contracted with the customer in respect of goods and services or both to be supplied by you to the customer and this guarantee and indemnity shall not be determined by the debt or bankruptcy of any guarantor but shall be binding upon my / our executors and administrators and assigns.
6. I / we may revoke this guarantee and indemnity at any time. Such revocation must be in writing and shall be effected only upon its delivery to the General Manager at the registered address and shall become effective at the time of its actual receipt by the General Manager. Such notice of revocation shall only operate to discharge me / us from liability as the future dealing by the customer with you after the said time of delivery of the revocation.
7. You shall be entitled at any time to assign your rights under this guarantee and indemnity to your successors, nominated transferees or assigns (including but not limited to the principal contract) and further vary the terms of trade originally attached to this credit application of the customer without notice to me / us and this guarantee and indemnity shall not in any way be affected or discharged pursuant to such assignment or variation.
8. 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-guarantors, indemnifiers have not executed this guarantee and indemnity or that the guarantee and indemnity has been held to be ineffective against one or more of us.
9. In the event the customer is a company and I / we are not directors then I / we have obtained independent commercial financial and legal advice prior to signing this personal guarantee and indemnity.
10. In the event of default by the customer and you exercise your rights under this guarantee and indemnity, I / we hereby charge all my / our property / properties owned or partly owned, solely or jointly by me / us in your favour with the due and punctual observances and performances of all my / our obligations pursuant to this guarantee and indemnity.
11. I / we acknowledge that you will at your discretion register a caveat on such property in respect of the interest conferred on you under this clause.
12. I / we further grant to you the right to appoint a receiver to sell the property / properties.
13. I / we agree and consent to you seeking a credit agency report containing personal information about me / us to assess whether to accept me / us as guarantor(s) and indemnifier for credit to be provided to the customer.
14. I / we agree that if you approve the customers application for credit, this agreement to seek credit reports from time to time remains in force until the credit facility covered by the customers application ceases.

I / we whose signatures appear below, have carefully read the terms and conditions in this guarantee and indemnity and agree to abide by the terms and conditions.

DATED: _____

CUSTOMER NAME: _____

SIGNED BY GUARANTOR: _____ **NAME (print)** _____

ADDRESS: _____

SIGNED BY WITNESS: _____ **NAME (print)** _____

ADDRESS: _____

SIGNED BY GUARANTOR: _____ **NAME (print)** _____

ADDRESS: _____

SIGNED BY WITNESS: _____ **NAME (print)** _____

ADDRESS: _____