



Richmond
Valley
Council

APPLICATION FOR CREDIT
RICHMOND VALLEY COUNCIL

CONFIDENTIAL

All pages of this agreement must be returned to Council



CREDIT APPLICATION

Which facility are you requesting credit for? i.e. NRLX, Landfill, Sport Stadium	
Primary contact person	Position
Telephone	Mobile
Email	
Monthly credit limit request \$	

BUSINESS / SOLE TRADER OR PARTNERSHIP

1. Surname	Given names		
Registered business name		ABN/ACN	
Business address		State	Postcode
Postal address		State	Postcode
Telephone	Mobile		
Email			

2. Surname	Given names		
Registered business name		ABN/ACN	
Business Address		State	Postcode
Postal address		State	Postcode
Telephone	Mobile		
Email			

PROPRIETARY OR LIMITED COMPANY

Registered business name		ABN/ACN	
Trading name			
Business address		State	Postcode
Registered office address		State	Postcode
Do you lease or own either address		Which address?	
Yes <input type="checkbox"/> No <input type="checkbox"/>			



CREDIT APPLICATION

DIRECTORS DETAILS – (All directors details must be completed)

1. Surname	Given names		
Postal address	State	Postcode	
Telephone	Mobile		
Email			

2. Surname	Given names		
Postal address	State	Postcode	
Telephone	Mobile		
Email			

3. Surname	Given names		
Postal address	State	Postcode	
Telephone	Mobile		
Email			

TRUST & TRUSTEE

Does the Applicant or Directors act as a Trustee or Trustees for a Trust? If so, please complete below.			
Name of Trust			
Name of Trustee			
Type of Trust	Discretionary Family Trust <input type="checkbox"/>	Unit Trust <input type="checkbox"/>	Other <input type="checkbox"/> please describe



CREDIT APPLICATION

PRIVACY ACT – CONSENT TO COLLECT AND DISCLOSURE - Please read document carefully and sign

In accordance with the relevant provisions of the Privacy Act 1988 permission is given to Richmond Valley Council to collect personal information about me/us contained in this application. The collected information may be disclosed to a credit reporting agency and exchanged with other credit providers.

In making this application, I/we acknowledge and agree, in accordance with the provisions of the Privacy Act 1988, that Richmond Valley Council may disclose or acquire from a credit reporting body personal information about me including credit related personal information to:

- Assess my application for commercial credit or my suitability as a guarantor;
- Assess my credit worthiness or suitability as a guarantor during the continuance or provision of credit;
- Collect outstanding monies;
- Notify a credit reporting body of any default.

I/we acknowledge that this agreement shall continue to have effect for the duration of credit account should my/our application be approved and I/we agree that Richmond Valley Council may receive from any other credit provider or provide to any other credit provider any credit related personal information (including credit eligibility information) for the purpose of exchange of information, assessing credit worthiness, collection of outstanding monies and notification of any default.

The Sole Trader, all Partners and / or Directors of the Applicant must sign to accept the above terms and to signify their consent to the use and disclosure of personal information in accordance with the relevant provisions of the Privacy Act.

Signature of Applicant / Director

Print Name

Date

Signature of Applicant / Director

Print Name

Date

Signature of Applicant / Director

Print Name

Date

CREDIT APPLICATION

TERMS AND CONDITIONS – Please read document carefully and sign

1. In the event Richmond Valley Council grants credit facilities to the Applicant, then the following terms shall apply:
 - (a) All accounts are to be settled in full no later than **30 days from the date of invoice**
 - (b) In the event the Applicant defaults in the payment of monies by the due date then:
 - (i) All monies due to Richmond Valley Council shall become immediately due and payable upon demand by Richmond Valley Council.
 - (ii) All goods and or services supplied by Richmond Valley Council on Credit shall remain the property of Council until the amounts charged by Richmond Valley Council for such goods and or services is paid in full.
 - (c) Richmond Valley Council shall have the right at its discretion to cancel any credit facility at any time, and in the event of any credit facility being cancelled for whatsoever reason, then all monies due to Richmond Valley Council shall become due and payable immediately upon demand.
 - (d) Any expense, cost, fees or disbursements incurred by Richmond Valley Council in recovering outstanding monies including solicitor costs and court fees, shall be payable by the Applicant, including any enforcement costs incurred.
 - (e) Interest is payable on outstanding monies at the Reserve Bank of Australia cash rate plus 6%.
 - (f) Richmond Valley Council shall be entitled at any stage during the supply of credit to the Applicant to request such security or additional security as Richmond Valley Council in its discretion shall think fit, and shall be entitled to refuse to supply and or deliver any goods or services on credit until such security or additional security shall be obtained.
 - (g) The Applicant agrees to charge all the rights, title and interest they have either solely or jointly or as tenants in common in any real estate and personal assets to Richmond Valley Council, and the Applicant acknowledges Richmond Valley Council's right pursuant to the security hereby given to lodge a caveat on any real estate in which it may have such an interest and the Applicant agrees to execute a mortgage in favour of Richmond Valley Council upon request and do or cause to be done all such things as are necessary to give effect to the security hereby given. The Applicant further grants to Richmond Valley Council the right to appoint a receiver to sell any real estate and personal assets.
2. In the case that the Applicant shall be a company acting as a trustee for a trust, the Applicant hereby acknowledges and represents to Richmond Valley Council that the trustee shall be liable on the account, and the trust has sufficient assets/funds to meet the payment of the credit facilities granted.
3. Richmond Valley Council reserves the right to increase or decrease at its discretion the credit limit without prior notice.
4. Upon any change or alteration of the details or composition of the Applicant contained in the agreement, including any change of address or alteration in the shareholdings or directorship/ownership, the Applicant shall notify Richmond Valley Council immediately in writing of any change. The Applicant hereby agrees to indemnify and keep indemnifying against any loss, damage, expense or whatsoever nature arising from the Applicants failure to notify Richmond Valley Council.

Signature of Applicant / Director

Print Name

Date

Signature of Applicant / Director

Print Name

Date

Signature of Applicant / Director

Print Name

Date

PERSONAL GUARANTEE, IDEMNITY AND CHARGE

MUST BE COMPLETED BY DIRECTORS IF APPLICANT IS A COMPANY OR CORPORATE TRUSTEE

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 Applicant 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 Applicant 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, enforcement costs and associated expenses incurred by you in connection with any default by the Applicant notwithstanding that I / we shall not have notice of any negligent or omission on the Applicant's part to pay for such goods and / or services according to the agreement between you and the Applicant.
2. This guarantee shall be a continuing guarantee to you for the whole of the Applicant's 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 Applicant and to accept from the Applicant 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 Applicant. 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 Applicant 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 Applicant 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 any default on the part of the Applicant with respect to monies owed or expenses incurred by default of the Applicant.
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 Applicant in respect of goods and services or both to be supplied by you to the Applicant 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. This guarantee and indemnity extends to any variation (with or without my / our consent or knowledge) of the guaranteed obligations, whether or not that increases the Applicant's liability. Any credit limit granted will not limit our liability to such sum.
7. I / we may revoke this guarantee and indemnity at any time. Such revocation must be in writing and shall be affected 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 Applicant with you after the said time of delivery of the revocation.
8. 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 Applicant 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.
9. 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.
10. In the event the Applicant 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.
11. To better secure your rights under this Personal Guarantee Indemnity and Charge, each guarantor agrees to charge all the rights, title and interest they have either solely or jointly or as tenants in common in any real estate and personal assets, and each guarantor acknowledges your right pursuant to the security hereby given lodge a caveat on any real estate in which they have such an interest and each guarantor agrees to execute a mortgage in your favour upon your request and do or cause to be done all such things as are necessary to give effect to the security hereby given. I / we further grant to you the right to appoint a receiver to sell any real estate and personal assets.
12. I / we agree and consent to you seeking a credit agency report containing commercial and or a personal consumer information about me / us to assess whether to accept me / us as guarantor(s) and indemnifier for credit to be provided to the Applicant.
13. I/we agree that if Richmond Valley Council cannot access or creates a credit file, that I/we agree to supply a photo copy of my/ our driver's license/s.
14. For the duration of credit account I/we agree that Richmond Valley Council may disclose or acquire from any credit reporting body or credit providers credit related personal information (including credit eligibility information) for the purpose of exchange of information, assessing credit worthiness, collection of outstanding monies and notification of any default.



SIGNATORIES (All Directors must sign and date the below)

I acknowledge, that I am requesting Richmond Valley Council to supply goods and services to the Applicant on credit and will adhere and abide to all the above. By signing as Guarantor, I / we understand the terms of this Guarantee. In particular I / we understand that if the Applicant fails to make any required payments to Richmond Valley Council, then Richmond Valley Council may recover the debt from me / us personally. I have read and understood all the above and have sought independent legal advice for any clarification.

GUARANTOR DETAILS

1. I, the Guarantor			
am the Owner / Director of			
		in the position of	
Postal address		State	Postcode
Telephone		Mobile	
Email			

Signature of Guarantor

Signature of Witness

Print Name

Print Name of Witness

Date

Date

2. I the Guarantor			
am the Owner / Director of			
		in the position of	
Postal address		State	Postcode
Telephone		Mobile	
Email			

Signature of Guarantor

Signature of Witness

Print Name

Print Name of Witness

Date

Date

Upon completion and submission of this Application, Richmond Valley Council will make enquiries regarding the credit and financial responsibilities of the Applicant and Guarantors. This may be of a commercial nature and or a consumer. Any information obtained will be dealt with in accordance with Privacy Legislation and Council's Privacy Policy (please see Council's website for Policy)
Please allow fourteen (14) days from Council receiving the application for processing.