



40 Jabiru Drive, Yeppoon, QLD, 4703

ABN 20088152550

1300 736025 sales@spaparts.com.au

APPLICATION FOR COMMERCIAL CREDIT

Please fill in (can use auto fill in Adobe Acrobat), print, sign, scan and return via email or post in entirety

Applicant:

Name of Company, Individual or Trust: _____

ABN: _____

Postal Address: _____

Physical address: _____

Registered Office Address (if Company): _____

Name of Director (1) / Sole Trader / Trustee: _____

Residential Address: _____

Phone Number: _____

Email: _____

Name of Director (2): _____

Residential Address: _____

Phone Number: _____

Email: _____

Financial Details:

Bank: _____

Branch: _____

Bank Contact Name/Phone/Email _____

Business Structure:

Sole Trader Partnership Company Trust Other _____

Terms of Credit:

Monthly Credit Requested: \$ _____ (incl. GST)
Credit Term: 30 days

Trade Credit Referees (minimum of three required):

	Supplier	Branch or Address	Phone
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

Terms and Conditions of Credit:

The Terms and Conditions of Credit attached to this form are incorporated into this form. By signing this form, the Applicant agrees to the Terms and Conditions of Credit and further agree that the Terms and Conditions of Credit will be additional to and not in substitution for the following on the Australian Spa Parts Pty Ltd (ABN 20 088 152 550) (**Australian Spa Parts**) website: spaparts.com.au

- Terms of Use;
- Returns Policy; and
- Warranty Information,

and any other general terms of trade which have been agreed between the Applicant and Australian Spa Parts.

Signed, sealed and delivered as a deed in accordance with section 127 of the *Corporations Act 2001* (Cth) by the Applicant named above:

**Signature of sole director & secretary/
director/sole trader/trustee**
(please cross out as applicable)

Signature of director/secretary
*(please cross out as applicable, or delete if sole
director/sole trader)*

Name *(please print)*

Name *(please print)*

Date

Date

Terms and Conditions of Credit (Terms)

1. We, Australian Spa Parts Pty Ltd (ABN 20 088 152 550) (**Australian Spa Parts**), provided that we accept the Applicant's application for credit, will supply the goods or services marketed under the brand of Australian Spa Parts (**Goods**) to the Applicant, on credit, subject to the terms and conditions contained in these Terms.
2. The credit term is as stipulated in the Credit Application Form (**Credit Term**).
3. If the Applicant fails to pay all monies due and owing before or on expiry of the Credit Term, the full balance of the Applicant's account will become payable on demand (**Debt**).
4. Late payment of the Debt carries interest at a rate equal to 17% per annum, calculated daily and compounding monthly, on any amounts unpaid after the payment date, and allows Australian Spa Parts to suspend the Applicant's credit facility in its absolute discretion.
5. Risk in the Goods will pass directly from Australian Spa Parts to the Applicant upon delivery of the Goods to the Applicant or the Applicant's nominated representative and the Applicant is liable for any losses or damage however incurred or occasioned to the Goods thereafter. Title and ownership of the Goods remains with Australian Spa Parts until Australian Spa Parts has received payment in full of all accounts for the Goods (and all other amounts due and payable under these Terms, including by way of indemnity) from the Applicant. The Applicant acknowledges and agrees that this clause and these Terms creates
 - a. a registrable security interest in favour of Australian Spa Parts under the *Personal Property Securities Act 2009* (Cth), and the Applicant consents to it (and any other registrable interest created in connection with these Terms) being registered on the Personal Property Securities Register (and the Applicant must do all things to enable Australian Spa Parts to do so).
6. The Applicant also acknowledges the right of Australian Spa Parts to enter any place where the Goods are held for the purposes of inspection and repossessing the Goods.
7. The Applicant understands that: (i) clear title and ownership in the Goods will pass to the Applicant only after Australian Spa Parts has received payment in full of all accounts for the Goods (and all other amounts due and payable under these Terms, including by way of indemnity) from the Applicant; and (ii) these Terms may only be altered by arrangement confirmed in writing with Australian Spa Parts.
8. The Applicant certifies that the details on the Credit Application Form are true and correct and authorises Australian Spa Parts to use all personal information to contact and communicate with the persons concerned, for internal record keeping, credit worthiness checking, business development and marketing (including direct marketing) purposes.
9. The Applicant agrees to indemnify Australian Spa Parts for all loss, cost, damage or expense (including, without limitation, for the legal or debt collection costs and/or the costs of any mercantile agent) that Australian Spa Parts suffers or incurs as result of, or in connection with, the Applicant's breach of these Terms.
10. The Applicant authorises Australian Spa Parts to: (i) disclose information contained in the Credit Application Form to any credit reporting agency or third party (as necessary to give effect to these Terms); (ii) obtain information from credit reporting agencies and to use such information in order to assess its application for credit and from time to time thereafter to assess its credit worthiness; and (iii) seek and obtain credit worthiness checks from the bank and trade credit referees named in the Credit Application Form. This authority remains in place until these Terms are terminated. The Applicant acknowledges that certain information about its credit facility may be exchanged with other credit providers to assist with the management of the credit arrangements contemplated by these Terms.
11. Australian Spa Parts reserves the right to refuse the Applicant's credit application and/or revoke the Applicant's credit facility at any time in Australian Spa Parts' sole discretion, without incurring any liability to the Applicant.
12. Australian Spa Parts reserves the right to engage debt recovery agents for the purpose of recovering monies due and owing under these Terms (including by way of indemnity) on the expiry of the Credit

Term. Australian Spa Parts further reserves the right to report bad debts to independent credit data agencies.

13. These terms are governed by and will be construed in accordance with the laws of Queensland and the courts of Queensland will have non-exclusive jurisdiction to hear any dispute.
14. In addition to providing a Director(s) guarantee and indemnity in favour of Australian Spa Parts (as set out below), if directed to do so by Australian Spa Parts, the Applicant must provide an approved bank guarantee in favour of Australian Spa Parts for the due performance and satisfaction of the Applicant's obligations and liabilities under these Terms and in the amount of the Debt (**Security**). The Security must be given by a financial institution, and in a form, satisfactory to the Applicant. Australian Spa Parts may have recourse to the Security to recover any amounts due and payable by the Applicant under these Terms (including by way of indemnity). Australian Spa Parts' entitlement to Security will cease on 14 days after the Applicant has paid Australian Spa Parts the Debt in full and any other amounts due and payable by the Applicant to Australian Spa Parts under these Terms (including by way of indemnity).



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Guarantee and indemnity in favour of Australian Spa Parts Pty Ltd (ABN 20 088 152 550) (Australian Spa Parts) Please fill in, print, sign, scan and return via email or post in entirety

(Print out a separate Guarantee and Indemnity for each Director providing a personal guarantee)

I, a Director of _____ (Applicant), in consideration for Australian Spa Parts supplying Goods to the Applicant named above, hereby guarantee the due and punctual payment of every debt and liability incurred by the Applicant in accordance with the Terms and Conditions of Credit entered into by the Applicant for the benefit of Australian Spa Parts (Terms) or otherwise from time to time and indemnify Australian Spa Parts for any loss, cost, damage or expense suffered or incurred by Australian Spa Parts (including, without limitation, for Australian Spa Parts' legal or debt collection costs and/or the costs of any mercantile agent) as a result of any default by the Applicant under the Terms or otherwise. I will make any due payments to Australian Spa Parts upon written demand being emailed, left at or sent by pre-paid post to the street address set out above.

I will pay all reasonable expenses, costs or disbursements that Australian Spa Parts incurs in recovering any outstanding monies, including debt collection fees and legal costs as a result of the Applicant's default under the Terms or otherwise.

This guarantee is a continuing guarantee and in relation to every debt and liability is a principal obligation. The liability of the guarantor is absolute and will not be affected by any circumstance, act or omission which, but for this provision, might affect it in law or in equity.

The guarantee is governed by, and will be construed in accordance with the laws of Queensland and the courts of Queensland will have non-exclusive jurisdiction to hear any dispute.

EXECUTED AS A DEED

Signed sealed and delivered by _____ in the presence of:

Signature of witness

Signature of guarantor

Name of witness (please print)

Date



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Date