



# Southwell Group Pty Ltd.

(The "Company")  
A.B.N 34 096 559 241  
Trading as:



**CAMDEN** Head office  
**Southwell Agricultural Sales**  
38 Edward St Camden  
Postal: P.O Box 162  
Camden NSW 2570  
T 02 46557004  
E [Groupaccounts@southwells.com.au](mailto:Groupaccounts@southwells.com.au)

**BOWRAL**  
**Southwell Irrigation**  
Unit 10B Sherwood Village  
Kirkham Rd  
Bowral NSW 2576  
T 02 48616911  
E [Bowralsales@southwells.com.au](mailto:Bowralsales@southwells.com.au)

**COWRA**  
**Southwell Irrigation**  
13 Olympic Highway (Young Rd)  
Cowra NSW 2794  
T 02 63412700  
E [Cowrasales@southwells.com.au](mailto:Cowrasales@southwells.com.au)

## Application for Credit

**Trading Name of Applicant:** \_\_\_\_\_

**Legal Entity of Customer:**

(e.g.) Company Name \_\_\_\_\_ ACN: \_\_\_\_\_

ABN: \_\_\_\_\_

Sole Trader/Partners \_\_\_\_\_

Indicate If: Company  Partnership  Sole Trader  Trust

**Postal Address:** \_\_\_\_\_

**Delivery Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

(Would you prefer us to send invoices and statements by Email  or Post  )

**Contact Personnel:** Accounts: \_\_\_\_\_

Sales: \_\_\_\_\_

**List of Directors/ Partners / Sole Trader Full Name, Date of Birth Private Address, Telephone No's**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Address: \_\_\_\_\_ Phone Number \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Address: \_\_\_\_\_ Phone Number \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Address: \_\_\_\_\_ Phone Number \_\_\_\_\_

**Financial Details:** Bank: \_\_\_\_\_

BSB: \_\_\_\_\_ Account No. \_\_\_\_\_

**Nature of Business/Occupation:**

\_\_\_\_\_



### Credit Referees

- 1) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- 2) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- 3) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### TRADING TERMS

The applicant named above hereby applies for credit on the following terms in respect of goods sold and delivered and/or works done and materials provided by the company to or for the applicant:

1. Monthly credit limit \$
2. Payment to be made within **21 days after the last day of the month of invoice.**
3. Payment to the company of a service fee of 2 % per month on any balance owing from the due date.
4. Until any goods the subject of sale are paid for in full:
  - (a) Ownership shall remain with the company but the risk shall pass to the applicant on Delivery.
  - (b) The applicant shall hold the goods as bailee for the company and store them separately from his/her/their/its other goods.
  - (c) The applicant shall not dispose of the goods without the company's written consent in which case the proceeds of sale are to be specifically marked and placed in a separate account in trust if the company.
  - (d) In the event of the applicant's default bankruptcy liquidation of receivership the company will be entitled without notice to retake possession of the goods (with free access to the applicant's premises for that purpose) and to resell the same without incurring any liability to the applicant.
5. All warranties and conditions expressed or implied by statute or otherwise are hereby excluded except to the extent that any such exclusion is rendered void by statute.
6. No refund or credit shall be given by the company to the applicant in relation to any returned goods except in the company's discretion and subject to payment by the applicant of a restocking fee of 20% of the sale price of the goods.

7. **PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")**

- a. In this clause:
  - (i) Financing statement has the meaning given to it by the PPSA;
  - (ii) Financing change statement has the meaning given to it by the PPSA;
  - (iii) Security agreement means the security agreement under the PPSA created between the Customer and the Company by these terms and conditions; and
  - (iv) Security interest has the meaning given to it by the PPSA.
- b. Upon assenting to these terms and conditions the Customer acknowledges and agrees that these terms and conditions:
  - (i) Constitute a security agreement for the purpose of the PPSA; and
  - (ii) Create a security interest in:
    - i. All Goods previously supplied by Company to the Customer (if any);
    - ii. All Goods that will be supplied in the future by the Company to the Customer.
- c. The Customer undertakes to:
  - (i) Promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to:
    - i. Register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - ii. Register any other document required to be registered by the PPSA; or
    - iii. Correct a defect in a statement referred to in clause 7 (i)(i) or 7 (i)(ii);
  - (ii) Indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
  - (iii) Not register a financing statement in respect of a security interest without the prior written consent of the Company;
  - (iv) Not register, or permit to be registered, a financing a statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Company; and
  - (v) Immediately advise the Company of any material change in its business practices of selling the Goods which would result in a change in the nature of the proceeds derived from such sales.
- d. The Company and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- e. The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- f. The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- g. Unless otherwise agreed to in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- h. The Customer shall unconditionally ratify any actions taken by the Company under clauses 7 (c) to 7(e).

The applicant hereby authorises the above bankers and referees to furnish the company with such information as the company may require as to his/her/their/its credit worthiness.

**Privacy Act Acknowledgement and Consent:**

The Credit Applicant grants permission to the Credit Provider or to their agent to:

- Disclose to a credit reporting agency certain personal information about me/ us including: identity particulars; the amount of credit applied for; payments which may become more than 60 days overdue; any serious infringement which the Credit Provider believes has been committed.
- Obtain from a credit reporting agency a report containing personal credit information about me/us and a report containing information about me/our commercial activities or commercial credit worthiness, to enable the Credit Provider to assess this application for credit.
- Give to and obtain from any Credit Provider(s) that may be named in this application or in a report held by a credit reporting agency information about my/our credit arrangements, including information about my/our credit worthiness, credit standing, credit history, credit capacity, for the purpose of assessing an application for credit, or notifying and default by me/us.

The consent shall remain in force so long as there is an amount owing to the Credit Provider.

I hereby certify that the foregoing particulars in the application are correct to the best of my knowledge. I acknowledge the disclaimer set out above. SIGNED for and on behalf of the CUSTOMER by its authorised representation. I agree to adhere to the terms of trade and terms of payment set out above.

.....  
Signature of Applicant

.....  
Print Full Name in Block Letters

.....  
Position of Applicant

.....  
Date of Agreement

Signed in the Presence of:

.....  
Signature of Witness

.....  
Print Full Name in Block Letters

**OFFICE USE ONLY**

1. Date received \_\_\_\_\_
2. Credit checked \_\_\_\_\_
3. Application approved  / refused  Monthly limit \$

