

Phone: 0407 722 072  
Email: info@omggutenfree.com.au



## CREDIT APPLICATION FORM

(7 day Accounts Only)

Company       Partnership       Sole Trader       Trust

*Please print clearly all details*

*Failure to fill out all information will result in delay of application process. Thank you*

Correct Registered Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Address of Registered Office: \_\_\_\_\_ ABN \_\_\_\_\_

ACN (if applicable) \_\_\_\_\_ Email address: \_\_\_\_\_

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

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

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Date Business Commenced: \_\_\_\_\_

Manager's Full Name: \_\_\_\_\_

Person to contact re Account: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Contact No: \_\_\_\_\_

### Name (s) & Addresses of Partners/Directors

1. Name: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

\_\_\_\_\_ Mobile Number: \_\_\_\_\_

2. Name: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

\_\_\_\_\_ Mobile Number: \_\_\_\_\_

\*\*\*\*\*NOTE: If you are a new business (don't have trade references) you will need to pay your first 3 orders by COD before your credit account will trade 7 days .

<b>Trade References</b>	(Must be <b>THREE</b> current references - all details must be filled out)			
1. <b>Business Name:</b>	_____	<b>Phone Number:</b>	_____	
Accounts person name:	_____			
Address:	_____			
Trading Terms:	7 days	14days	30days	Other: _____
2. <b>Business Name:</b>	_____	<b>Phone Number:</b>	_____	
Accounts person name:	_____			
Address:	_____			
Trading Terms:	7 days	14days	30days	Other: _____
3. <b>Business Name:</b>	_____	<b>Phone Number:</b>	_____	
Accounts person name:	_____			
Address:	_____			
Trading Terms:	7 days	14days	30days	Other: _____

**Terms and Conditions of Sale for Goods and Provision of Services**

**1) PAYMENT**

Payment is to be made 7 days from invoice date for account Customers and immediately on delivery for all others.

**2) INTEREST**

Interest will be charged on overdue accounts at the rate from time to time prescribed by the Penalty Interest Rates Act 1983 plus 2%, calculated monthly in arrears.

**3) PROPERTY**

- a) Property in the goods shall not pass to the Customer until payment in full of all moneys owed by the Customer to OMG ITS GLUTEN FREE, for those goods and any other and OMG ITS GLUTEN FREE reserves the right to take possession of and dispose of the goods as it sees fit at any time until full payment has been made. The Customer hereby grants permission to OMG ITS GLUTEN FREE to enter upon any land or premises where the goods are in order to do so and authorises OMG ITS GLUTEN FREE to use all reasonable steps as are necessary to do so and OMG ITS GLUTEN FREE shall be deemed for the purposes of the Corporations Law to have entered possession, assumed control or exercised a power in relation to goods supplied under this contract.
- b) Immediately upon delivery the Customer accepts liability for the safe custody of the goods and agrees to indemnify OMG ITS GLUTEN FREE for any losses sustained in any manner whatsoever in relation thereto.
- c) Until payment in full is made the Customer agrees:
  - i) to keep all goods unpaid for as fiduciary for OMG ITS GLUTEN FREE and to store them in a manner which clearly OMG ITS GLUTEN FREEs owner;
  - ii) a Customer may only effect sale of the goods or any part thereof in the usual course of its business upon condition that the Customer holds any and all proceeds of sale relating to the goods on trust for OMG ITS GLUTEN FREE. Sale on terms or for less than cost or after default or deemed default by the Customer shall not be "in the usual course".
  - iii) Upon termination of this agreement for any reason the fiduciary relationship herein shall cease and the Customer shall not sell or convert any goods in its possession.
- d) The Customer agrees that a certificate purporting to be signed by an employee of OMG ITS GLUTEN FREE identifying goods as "unpaid for" shall be conclusive evidence that those identified goods have not been paid for, and of OMG ITS GLUTEN FREE title to those goods.
- e) These Terms and Conditions of Sale for Goods and Provision of Services are not intended to create a charge, and will be read down to the extent necessary to prevent creating a charge

4. The undersigned has the authority to make this proposal on behalf of the Customer.

5. OMG ITS GLUTEN FREE will act on reliance of these representations.

6. New Customers are on a cash basis until credit facilities are approved.
7. All invoices are payable Nett 7 days from date of invoice.
8. Credit facilities may be withdrawn immediately on overdue account or if payment is made by dishonoured cheque.
9. OMG ITS GLUTEN FREE reserves the right to charge interest on overdue accounts in accordance with the rate set by Section 2 of the Penalty Interest Rate Act set from time to time from the due date until the account is paid in full by the applicant.
10. OMG ITS GLUTEN FREE must be immediately notified in writing in the event of any changes of ownership of the business. The Customer agrees to indemnify OMG ITS GLUTEN FREE against any loss incurred if such notice is not given.
11. OMG ITS GLUTEN FREE from time to time may vary the credit limit it will allow the Customer.
12. The Customer agrees to pay OMG ITS GLUTEN FREE for any additional expenses (including legal costs, commissions and bank charges) incurred in collecting outstanding debts.
13. Credit facilities are extended to the Customer on the basis of the above terms and conditions. These terms and conditions may be varied from time to time by OMG ITS GLUTEN FREE by notice to the Customer.
14. The Customer agrees to notify the supplier no later than 7 days prior to any change of ownership of the intended change. Failure to do so could result in the applicant being responsible for future debts. (Credit facilities will not automatically be transferred to the new owner).
15. The Customer agrees not to deduct any amount from an account due to a dispute of the account or quantity of goods received and agrees that once the goods are signed for as being delivered and received, the quantity of goods received and/or product condition cannot be disputed.
16. Declare that the applicant (or any Partner, or Director of same) has never been registered under the Bankruptcy Act or been a Director of a company which has gone into liquidation or had a receiver/manager appointed.
17. The Customer agrees to OMG ITS GLUTEN FREE registering as a creditor of the Customer with the Australian Government PPSR register.

**PRIVACY ACT**

If OMG ITS GLUTEN FREE considers it relevant to assessing the Customer's application for commercial credit, the Customer agrees to OMG ITS GLUTEN FREE obtaining from a credit reporting agency a credit report containing personal credit information about the Customer in relation to commercial credit provided by OMG ITS GLUTEN FREE.

If OMG ITS GLUTEN FREE considers it relevant to collecting overdue payment in respect of commercial credit provided to the Customer, the Customer agrees to OMG ITS GLUTEN FREE receiving from a credit reporting agency a credit report containing personal information about the Customer in relation to collection overdue payments.

The Customer agree that OMG ITS GLUTEN FREE may give to and seek from any credit providers named in this credit application an any credit providers that may be named in a credit report issued by reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about his/hers credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

Name (s) of Signatory		
Name (s)	<i>please print</i>	<i>please print</i>
Position (s) held		
Date		
Name of Witness	<i>please print</i>	<i>please print</i>
Signature of Witness		
Date		

**ALL ACCOUNTS APPROVED BY OMG ITS GLUTEN FREE WILL BE STRICTLY 14 DAYS ONLY**

**Office Use Only**

Credit Approval _____	Contacted Client by: <b>Email/Phone</b>
Rep Name: _____	Date _____