

## Application Form – Credit Account

For all applications, you must:

- Complete this form;
- Complete any other forms relevant to your application;
- Provide any mandatory supporting information identified on the forms as being required to accompany your application.

**Allow 10 working days for processing**

### 1. APPLICANT DETAILS

Business Trading Name:

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Registered Name:

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Postal Address:

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Suburb:

State:

Postcode:

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Type of Business:

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Contact Numbers: Business:

Mobile:

Fax:

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Email:

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### 2. TO BE COMPLETED IF SOLE TRADER/PARTNERSHIP

Proprietors' Full Name/s:

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Postal Address:

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Suburb:

State:

Postcode:

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Driver Licence Number:

Date of Birth:

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ABN:

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Contact Numbers: Business:

Mobile:

Fax:

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Email:

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### 3. TO BE COMPLETED IF A COMPANY

Company Name:

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ABN/ACN:

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Registered Office Address:

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Suburb:

State:

Postcode:

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Director's Full Name/s:

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Director's Private Address:

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Suburb

State:

Postcode:

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#### 4. DIRECTORS/PERSONAL GUARANTEE

The person signing this guarantee on behalf of the company (or persons listed as Director/Proprietors, Individuals or Sole Traders on the Credit Application form) shall be primarily liable for the payment of all amounts payable by the company to Douglas Shire Council under this guarantee. It is understood that in the first instance all invoices and accounts under this agreement shall be directed to the company, but if the company has failed to pay any part of them, within the terms agreed, then the Directors signing (or such of the Directors as are nominated on the credit Application Form) shall upon demand promptly pay such outstanding accounts or invoices personally.

Director 1:

Signature:

Date:

Director 2:

Signature:

Date:

#### 5. TRADE AND PERSONAL REFERENCES

Please provide three (3) trade references, and ensure that your referees are made aware that Douglas Shire Council may be contacting them on your behalf.

You should have held a trade account for longer than 2 months with the trade reference supplied.

Name of Business:

Contact Number/s:

Business:

Mobile:

Fax:

Name of Business:

Contact Number/s:

Business:

Mobile:

Fax:

Name of Business:

Contact Number/s:

Business:

Mobile:

Fax:

#### TERMS & CONDITIONS

1. In the event of the Douglas Shire Council granting credit facilities to the Applicant, then the Applicant shall settle all accounts in full no later than 30 days from the date of the issue or no later than the due date shown on the invoices.
2. Granting of credit to an Applicant will only be on receipt of a fully signed and completed application and satisfactory assessment and evaluation.
3. The extent of the credit should be no more than 2.5 times the expected monthly usage.
4. Where credit accounts are overdue by 60 days or more, the credit facility may be withdrawn and the debt may be referred to a credit reference agency.
5. The applicant will not be granted credit before this application has undergone Douglas Shire Council's credit assessment.
6. Douglas Shire Council has the right to cancel the credit facility at any time and in the event of any credit facility cancelled for whatever reason, the monies due to Douglas Shire Council shall become due and payable immediately upon demand.
7. In the case that the Applicant shall be a company acting as a trustee for the trust, the Applicant hereby acknowledges that the trust shall be liable on the account, has sufficient assets to meet payment of the credit facilities granted and is empowered to enter into the account agreement.
8. Douglas Shire Council reserves the right to amend, at Council's discretion, the credit limit without prior notice.

**PRIVACY ACT AUTHORISATION (APPLICANT MUST SIGN)**

This must be completed in full prior to processing your credit application. Please sign below, authorising permission to obtain credit reports.

The applicants acknowledges that under section 18 (E) 8 (C) of the Privacy Act 1988 (The Act), Douglas Shire Council is allowed to give credit reporting agency personal information about the credit application. The information, which may be given to an agency is covered by Section 18E (1) of The Act.

The Applicants agree that Douglas Shire Council may, if it considers relevant for the purpose, obtain from a credit reporting agency, credit reports containing personal credit information about individuals;

- 1. To assist assessment of the individual’s application for commercial credit;
- 2. To assist in collection of overdue payments (Section 18K (1) (b) and (h));
- 3. To assess whether to accept the individuals as guarantors for credit applied for or provide to the Applicant. The individuals agree that if Douglas Shire Council approves the Applicant’s request for credit, this agreement remains in force until the credit facility covered by the application ceases (Section 18K (1) (C) of The Act).

Douglas Shire Council may give to, and seek from credit providers names in the credit application, and any credit providers that may be names in a credit report issued by a credit reporting agency, information but the individual’s credit arrangements (Section 18N (1) of The Act).

If the credit application is an application for consumer credit, then the individuals agree that if Douglas Shire Council considers it relevant to assess their credit application for personal credit, Council may obtain a credit report about their commercial activities or commercial credit worthiness from a business, which provides information about the commercial credit worthiness of the persons (Sections 18L (4) of The Act).

Name:

Signature:

Date:

Name:

Signature:

Date:

**DECLARATION**

The signatory hereby warrants that the information contained in this application is true, accurate and correct. It is acknowledged by the signatory that the information is for the purpose of the obtaining credit. The Applicant also warrants that he/she is not an undischarged bankrupt.

We note that:-

The terms and conditions appearing on this application form part of the application, and if this application is accepted an order placed by the Application will constitute unqualified acceptance by the Applicant of the terms and conditions and any credit limit.

The credit limit extended to the Applicant will be solely at the discretion of the Douglas Shire Council.

The Directors (or some other party) may require by Douglas Shire Council to sign guarantees to support this application.

**Applicant Signature:**

**Date:**

***Douglas Shire Council – Information Privacy Statement***

Your information has been collected for the purpose of assessing and processing your application for Credit Account – Commercial Disposal Charges. The collection of this information is authorised under the *Credit Check Authorisation and Privacy Act 1988* Authorisation form signed by the applicant. You are providing personal information which will be used for the purpose of delivering services and carrying out Council business. Your personal information is handled in accordance with the *Information Privacy Act 2009* and will be accessed by persons who have been authorised to do so. Your information will not be given to any other person or agency unless you have given Council permission to or the disclosure is required by law.