

Trading Account Application Form



I/We hereby apply for a 30 day Commercial Trading Account and submit the following information for this purpose.

General Details:

1. Estimated Credit Limit Requested: _____
Credit is sought for: Sole Trader Partnership Pty Ltd Company
 Ltd Company Trust
2. Applicant: (Eg Pty Ltd/Sole Trader) _____
3. Trading Name: _____ ABN: _____
4. Postal Address: _____ Post Code: _____
5. Business/Office Address: _____ Post Code: _____
6. Telephone: () _____ Fax: () _____ Mobile: _____
7. Is the applicant a Trustee for any Trust? Y N
8. If yes, please indicate name of Trust: _____
9. Property Location: _____
10. Owned outright: Y N Leased: Y N Mortgaged: Y N
11. Main enterprise activity: _____

Details of staff:

12. Details of Directors/Partners/Sole Trader

- | | |
|----------------------|---------------------------|
| (a) Full Name: _____ | DOB: _____ |
| Address: _____ | Drivers License No: _____ |
| (b) Full Name: _____ | DOB: _____ |
| Address: _____ | Drivers License No: _____ |
| (c) Full Name: _____ | DOB: _____ |
| Address: _____ | Drivers License No: _____ |

Bank Details:

13. Bank name: _____ Branch(BSB): _____
Account No: _____

Trade References:

14. Trade References: (Referees should only be in a position to speak for a credit figure comparable with your requirements)

(a) Company: _____ Contact name: _____

Phone: () _____ Fax () _____ Mobile: _____

(b) Company: _____ Contact name: _____

Phone: () _____ Fax () _____ Mobile: _____

(c) Company: _____ Contact name: _____

Phone: () _____ Fax () _____ Mobile: _____

Agreements:

15. Agreement that Skylighter Fireworks Pty Ltd may seek consumer credit information (Section K (1) (b), Privacy Act 1988):

If Skylighter Fireworks Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to Skylighter Fireworks Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to the commercial credit provided by Skylighter Fireworks Pty Ltd

16. Business Purpose Declaration:

I/We declare that the credit to be provided to me/us by the Skylighter Fireworks Pty Ltd is to be applied wholly or predominantly for business purposes.

17. Exchanging information with other credit providers (Section 18N (1) (b), Privacy Act 1988):

I/we agree to Skylighter Fireworks Pty Ltd obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Skylighter Fireworks Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Skylighter Fireworks Pty Ltd.

Signature: _____

Name: _____ Date: _____

Signature: _____

Name: _____ Date: _____

(Must be signed by each Partner / Director or Sole Trader)

Terms & Conditions of Credit Account – Trading Account



Statement by Applicant

I/We hereby make application to Skylighter Fireworks Pty Ltd A.C.N. 098 982 417 ("SKYLIGHTER") for a credit account. The information supplied above is supplied for the purpose of obtaining a 30 day credit account. If an account is granted I/We agree to SKYLIGHTER's Terms and conditions of Credit account outlined below and I/We undertake to settle purchases within 30 days from date of invoice or such other terms if specifically agreed under contract.

I/We accept that other sources of business information may be pursued in order to assess this application.

In consideration of your opening an account in my/our name, I/We agree and undertake as follows:

1. That the above particulars are true and correct.
2. To strictly comply with the terms and conditions of the credit account.
3. To maintain the account on payment terms of 30 days from the date of invoice or such other terms if specifically agreed under contract.
4. That should the account or any part thereof not be paid on the due date, I/We shall pay to you interest on all overdue amounts at the rate of 1 percent per calendar month commencing on the due date for payment and ending on the last day of the month in which the above amount (together with all interest accrued on that amount) is paid in full. Interest for each month will be calculated on monthly rests calculated on the highest amount due and payable in that month. Interest so calculated and payable will be added to the amount outstanding and interest will be due and payable thereon in the same manner as aforesaid.
5. To notify SKYLIGHTER within seven (7) days of any change to the information provided on this application which changes the business or trading status of the applicant.
6. That personal guarantees on terms acceptable to SKYLIGHTER will be signed by all directors and other requested persons in the case of proprietary companies and/or Trusts and that SKYLIGHTER shall have the right to request me/us and/or guarantors to give further information and to further secure the account should the circumstances so require or where continued or expanded credit facilities are sought.
7. To pay to SKYLIGHTER upon demand, all moneys, costs, charges and expenses (including legal costs on a solicitor and own client basis) and disbursements which SKYLIGHTER shall or may properly incur or expend in consequence of any default by me/us in the strict observance of the terms of our credit account, including any legal or other action in obtaining or attempting to obtain payment of any overdue amount.
8. All sales to me/us will be governed by these terms and conditions as well as the terms and conditions appearing on the reverse side of SKYLIGHTER's dispatch docket, invoices and/or statements. Notwithstanding anything contained herein and in any other contract between us to the contrary, the property in the commodity and/or goods does not pass to us until the purchase price of such commodity and/or goods is received as cleared funds in full by SKYLIGHTER. I/We acknowledge that I/We hold the commodity and/or goods as bailee of SKYLIGHTER and SKYLIGHTER shall be entitled but not obliged to retake possession of the commodity and/or goods if payment is not made in accordance with the terms of payment. Notwithstanding the provisions of this paragraph, I/We agree to make payment for the commodity and/or goods strictly in accordance with SKYLIGHTER's terms of payment.
9. If I/We are a Trustee, I/We shall be liable with respect to all monies payable under the account to be granted by SKYLIGHTER and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to SKYLIGHTER.
10. I/WE authorise SKYLIGHTER to appropriate and set-off without prior notice to me the whole or any part of all and any monies owing by SKYLIGHTER to me/us in or towards payment of any monies from time to time owed by me/us to SKYLIGHTER.
11. I/we will, notify you of any change in ownership, change in particulars, and any alteration or addition to shareholders or directors notify SKYLIGHTER of the proposed change. I/We shall also notify SKYLIGHTER of any change, alteration or addition to the Applicants internal structure and senior management.
12. I/We agree that these terms and conditions shall be governed and constructed in accordance with the laws of the relevant state of Australia and I/We submit to the jurisdiction of the Courts of that State and any courts of appeal there from.
13. I/We agree that if I/We fail to meet Skylighter Fireworks Pty Ltd's credit requirements, Skylighter Fireworks Pty Ltd may withdraw credit, and take legal action, including debt recovery and repossession of goods against Me/Us.

I the undersigned hereby warrant that I have the power and authority to apply for and commit the applicant as detailed above, and the terms and conditions of this application for a credit facility from SKYLIGHTER FIREWORKS PTY LTD.

Signature

Name

Date