

Office Use Only
Account No:
Territory:
Discount :
Industrial Class:
Region:

 New Application
 Update


Application for a trading account

All sections marked by "◊" must be completed

1. **Business / Trading Name** (for registered Trading Names only)

Trading Name :

2.

ABN No [◊] :	ABN Registered Name [◊] :
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3. **Company** (for incorporated companies only, including if the company is trustee)

ACN No :	Name of Company :
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4. **Trust** (If ABN registered in the name of a trust, please complete this section. Account will be in the name of trustee)

◊ If the trustee is an individual/s please complete section 5

Trustee:	Name of Trust:
Beneficiaries:	

5. **Individual/Partnership**

Family Name [◊] :	Given Names [◊] :		
Driver's license number [◊] :	Tel:	Date of Birth [◊] :	
Residence [◊] :			
Family Name [◊] :	Given Names [◊] :		
Driver's license number [◊] :	Tel:	Date of Birth [◊] :	
Residence [◊] :			

6. **Details of directors**

a) Name:	Tel:
Residence:	Postcode:
b) Name:	Tel:
Residence:	Postcode:
c) Name:	Tel:
Residence:	Postcode:
d) Name:	Tel:
Residence:	Postcode:

7. **In the previous five (5) years has any of the persons listed in item 5 & 6 above:**

a) Been involved as a director in management of a company which has gone into liquidation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Been involved in bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Owed a debt which has not been repaid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes to any of these, give details:	
Person:	
Company/firm liquidated/failed:	

8. **Names of persons guaranteeing account**

i)	ii)
iii)	iv)

9.

Nature of business^o:

10.

Share capital (for companies only) Paid up:

11.

Business address: Postcode:
Registered address: Postcode:
Delivery address^o: Postcode:

12.

Contact persons
Accounts Payable^o: Email:
Fax: Tel (b/h): (a/h):
Sales Communication: Email:

13.

Builders licence no: Expiry date:

14.

Are trade premises: [] Owned [] Rented [] Leased
If rent/leased, name of letting agent:

15.

Trade References (references within the industry preferred)^o For - 30 Day Accounts ONLY
a) Company: Contact person:
Tel: Fax:
b) Company: Contact person:
Tel: Fax:
c) Company: Contact person:
Tel: Fax:

16.

Bank: Branch:
Account name: Account number:

17.

Anticipated monthly purchase^o: \$

18. CONSUMER CREDIT INFORMATION

18.1 Agreement that Waterco may seek consumer credit information (Section 18K (1)(b), Privacy Act 1988)
If Waterco considers it relevant to assessing my/our application for commercial credit, I/we agree to Waterco obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Waterco.

18.2 Exchanging information with other credit providers (Section 18N (1) (b), Privacy Act 1988)
I/we agree to Waterco obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Waterco or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Waterco.

18.3 Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree to Waterco obtaining from a credit reporting agency a credit report containing personal credit information about me/us for the purpose of collection of payments that are overdue in respect of commercial credit provided by Waterco

19. CONFIRMATION OF INFORMATION AND AUTHORITY

- (a) I/we certify that the foregoing information provided by me/us, is correct to the best of my/our beliefs. In the event of any alteration to the said information, I/we must notify Waterco Limited in writing immediately Should I/we fail to do this, I/we personally guarantee full payment of any monies outstanding, along with all costs involved with the collection of the outstanding monies.
(b) I/we understand that Waterco may require further information from me/us in order to register its security interest as a Purchase Money Security Interest on the register under the Personal Property Securities Act 2009 (Cth) ("PPSA Information"). I/we agree to promptly provide to Waterco any PPSA Information that has not been provided by me/us on the attached Account Application form.
(c) Where I/we sign this application on behalf of a partnership or company, I warrant that I am authorised to bind the partnership/company.

TERMS AND CONDITIONS OF SALE

1. DEFINED TERMS

In these terms and conditions:

- (a) "PPSA" means the *Personal Property Securities Act 2009* (Cth);
- (b) "Purchase Money Security Interest" has the meaning given in the PPSA;
- (c) "Register" has the meaning given in the PPSA;
- (d) "Security Agreement" has the meaning given in the PPSA; and
- (e) "Security Interest" has the meaning given in the PPSA

2. FORMATION OF CONTRACT

Where the customer delivers an order to Waterco, a binding contract ("**Contract**") for sale of goods in accordance with the order and these Terms and Conditions of Sale comes into existence upon the earlier of:

- (a) Acceptance in writing of the order by Waterco; or
- (b) Waterco commencing the necessary actions on its part to supply goods ordered by the customer.

In the event of any inconsistency between the order and these Terms and Conditions of Sale, these Terms and Conditions of Sale will prevail.

3. PRICE CHANGES

Waterco reserves the right to alter prices without prior notice.

4. PAYMENT

- (a) Payment of goods is strictly Cash-On-Delivery unless credit arrangements have been approved by Waterco in writing. Payments for goods purchased on credit must be made within 30 days of date of invoice.
- (b) Overdue accounts may, at Waterco's discretion, incur interest at the rate of 1.5% per month. The customer must pay any commission, legal and/or mercantile agent or collection agents costs or expenses Waterco incurs in collecting overdue moneys owed by the customer.
- (c) Waterco reserves the right to require Cash-On-Delivery where there has been a failure by the Customer to meet the terms of credit previously provided.

5. DELIVERY ARRANGEMENTS

Waterco will only deliver to the Customer's business premises or to a location nominated by the Customer within twenty five (25) kilometres from the Customer's business premises. Freight costs will be handled in accordance with clause 7. If the Customer requests delivery outside these areas, it may or may not be provided, at the relevant Waterco branch manager's discretion and on terms to be agreed with the relevant Waterco branch manager.

6. RETURNED GOODS

Goods can only be returned for credit with Waterco's prior approval. Goods returned for credit must be accompanied by written details of the original delivery date and all other information requested by Waterco. Returns may be subject to a handling charge at Waterco's discretion according to the circumstances. Waterco will not be responsible for the freight charges for the return of such goods.

7. FREIGHT COSTS

All prices quoted are Free-Into-Store* in the metropolitan areas of Sydney, Melbourne, Brisbane, Gold Coast and Perth as defined by Waterco. Deliveries to all other areas are on ex Waterco Warehouse basis. Where freight forward costs and charges are reversed to Waterco by a freight forwarder for any reason, these costs and charges will be applied to the Customer's Trading Account.

* Customers are responsible for the cost of returning returnable jars to Waterco.

8. DELIVERY AND HANDLING FEES

Orders with an invoice value of less than \$250.00 (ex GST and not including jar deposit) will incur a delivery and handling fee of \$25.00, upon delivery of goods. All orders with an invoice value of less than \$20.00 will be on a cash sale basis only. Cash Sales picked up will not incur any handling charges. Waterco reserves the right to vary the amounts mentioned in this paragraph without prior notice.

9. OWNERSHIP OF GOODS

- (a) Risk in all goods supplied by Waterco to the Customer will pass:
 - (i) when goods are delivered to the Customer where delivery is within the metropolitan areas as defined by Waterco and delivery is provided by Waterco; or
 - (ii) where delivery is outside the metropolitan area as defined by Waterco, then the risk will pass immediately the goods leave Waterco premises and the Customer must ensure that appropriate transit insurance cover has been taken out in respect of such goods.
- (b) Property and title to the goods supplied by Waterco to the Customer remains with Waterco until payment is received in full for such goods and for all other goods supplied by Waterco to the Customer.
- (c) The Customer may sell or otherwise dispose of the goods in the ordinary course of the Customer's business.

- (d) Where the Customer processes or commingles the goods into other property, Waterco takes title to that other property as well.
- (e) Where the Customer disposes of the goods before payment of the full purchase price to Waterco, the sale proceeds of such disposal are the property of Waterco and the Customer holds the proceeds on trust for Waterco. Further, the Customer, in disposing of the goods before payment to Waterco, does so as Waterco's fiduciary agent.
- (f) In the event that the Customer fails to make payment within the due time as stipulated by Waterco, Waterco has the right to enter the premises of the Customer and to regain possession of the said goods and the Customer waives the right to receive any PPSA notice.
- (g) The Customer acknowledges and agrees each Contract constitutes a Security Agreement for the purposes of the PPSA and that Waterco will Register its Security Interest in the goods and in the proceeds of sale of the goods as a Purchase Money Security Interest on the Register.
- (h) Where the PPSA applies to action taken by Waterco in relation to the goods, the Customer waives its right to receive any notices required under section 95, 118, 121, 130, 132 and 135 of the PPSA.

10. FURTHER SECURITY

The customer hereby agrees that:

- (a) Waterco may at any time at Waterco's option take a security interest over assets of the customer.
- (b) The security interests or documents the customer may take include:
 - (i) a general security agreement or other similar personal property security;
 - (ii) a mortgage over the customer's real and/or other property; and
 - (iii) any other security interests or documents Waterco deems appropriate in the circumstances.
- (c) Waterco may withdraw previously-approved credit terms from the customer and refuse to supply further goods, or require that the customer pay Cash-on-Delivery for further orders, if customer does not comply with a request for further security under this clause.

11. ORDER

The Customer must, within seven (7) days after receipt of an order, report to Waterco, in writing, all incorrect deliveries. All deliveries are assumed to be correct and no adjustment will be made unless such notice is provided to Waterco within seven (7) days of the date of delivery.

12. PROOF OF DELIVERY

Proof of delivery may be available, as an exception document, up to three (3) months after dispatch, without charge. Thereafter a fee of \$10.00 per P.O.D. will apply.

13. GOVERNING LAW

- (a) Each Contract is governed by the laws of New South Wales.
- (b) The customer and Waterco agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

14. INTELLECTUAL PROPERTY

The customer must not use Waterco's intellectual property (Trade Marks / Logos / Images) without Waterco's written permission.

15. ACCEPTANCE OF TERMS

I/we confirm having read and understood the Terms and Conditions of Sale included with this Account Application, and agree to be bound by them.

1.

Name (<i>please print</i>) ^o :	Position Held ^o :
Signature ^o :	Date ^o :

Witness Name (<i>please print</i>) ^o :	
Witness Signature:	Date:

2.

Name (<i>please print</i>) ^o :	Position Held ^o :
Signature:	Date:

Witness Name (<i>please print</i>) ^o :	
Witness Signature ^o :	Date ^o :

GUARANTEE AND INDEMNITY

In consideration of Waterco Ltd ABN 62 002 070 733 ("**Waterco**") granting credit to

ABN No: _ _ _ _ _ ABN Registered Name as

(the customer) and entering into commercial transactions with the customer at our request, we ("**the Guarantors**") covenant as follows:

1. **Guarantee**

- (a) We hereby guarantee to Waterco payment of each and all sums of money, interest and damages for which the customer may now or later be liable to Waterco (the "**Guaranteed Amounts**").
- (b) We acknowledge that current debts to Waterco which we guarantee total \$. We further acknowledge that this guarantee is unlimited in amount and includes all future debts owing to Waterco by the customer.

2. **Indemnity**

- (a) If the customer defaults in the due and punctual payment of any of the Guaranteed Amounts, we will pay those monies to Waterco, or as directed by Waterco, immediately on demand.
- (b) We indemnify Waterco against all losses, damages, costs and expenses which Waterco may incur:
 - (i) by reason of the failure of the customer to pay the Guaranteed Amounts; or
 - (ii) in the course of enforcing this document including the costs of taking out additional security under clause 5. We will pay to Waterco on demand the amount of those losses, damages, costs and expenses.

3. **Preservation of Guarantee**

This Guarantee and Indemnity is a continuing guarantee and indemnity and remains in full force and effect until released by Waterco. If a Guarantor is an individual this guarantee will not be revoked by the Guarantor's death. A release of one Guarantor does not release any other Guarantor.

4. **Principal Obligations**

Our obligations under this Guarantee and Indemnity are principal obligations:

- (a) to the intent that our obligations are fully enforceable against us without Waterco being required to take any steps against the customer; and
- (b) regardless of whether any obligations of the customer are unenforceable for any reason.

5. **Additional Security**

We agree that:

- (a) Waterco may at any time at Waterco's option take a security interest over Our assets.
- (b) The security interests or documents Waterco may take include:
 - (i) a general security agreement or other similar personal property security;
 - (ii) a mortgage over Our real and/or other property; and
 - (iii) any other security interests or documents Waterco deem appropriate in the circumstances.
- (c) If We fail to execute the required documents within a reasonable time (which shall not be a period greater than 14 days but may be less than that time period in special circumstances) we irrevocably appoint Waterco, Waterco's Authorised Officers or Waterco's appointed solicitors for valuable consideration to be Our attorney to do everything We have to do in connection with Our Obligations under this clause 5 including the execution, stamping and registration of the required documents and all associated forms necessary to enable Waterco to stamp and register the documents. We agree to ratify anything that the attorney does on Our behalf and for Waterco to register this power of attorney with the relevant authorities.
- (d) We acknowledge that Waterco may withdraw previously-approved credit terms from the customer and refuse to supply further goods, or require that the customer pay Cash-on-Delivery for further orders, if we do not comply with a request for further security under this clause.

6. **Avoidance of Payment**

If any payment to Waterco is avoided in whole or part for any reason such payment shall be deemed not to have discharged our liability under this Guarantee and Indemnity and Waterco shall have the same remedies against the Guarantors as if the payment had not been made.

7. **Waiver of Guarantor's rights**

We hereby waive in favour of Waterco all of our equitable, statutory or other rights as surety.

8. **Insolvency of the customer**

If the customer becomes insolvent, we will not prove in the estate or winding up of the customer in competition with Waterco. We authorise Waterco to prove for all moneys which we have paid under this Guarantee and Indemnity and to appropriate any moneys received until Waterco has received all amounts payable to Waterco in respect of the indebtedness of the customer to Waterco.

9. **Demands**

- (a) Any notice or demand to be made by Waterco upon the Guarantor will be deemed to be duly made and given if the same is in writing signed by the Secretary or any duly authorised person of Waterco and is left in an envelope addressed to the Guarantor at the address of the Guarantor shown below or posted to the Guarantor at that address; and
- (b) A certificate signed by any Director, Secretary, Administration Manager or Credit Manager of Waterco stating the balance of the monies due to Waterco by the Customer will be conclusive evidence of the indebtedness of the Customer to Waterco at the date of the certificate.

10. **Withdrawal of Guarantee**

A Guarantor may revoke this guarantee and indemnity at any time by sending to Waterco at its registered address a written notice of revocation. We acknowledge that:

- (a) any notice of revocation shall only discharge that Guarantor from liability as to future dealings by the customer with Waterco after the date that Waterco acknowledges in writing receipt of the notice of revocation; and
- (b) Waterco may refuse further supplies to Customer pending the provision of a replacement guarantee and/or other security.

11. **Governing Law**

The provisions on governing law and jurisdiction under the contracts between the customer and Waterco also apply to this Guarantee and Indemnity

12. **Joint and Several**

Our obligations under this Guarantee and Indemnity shall be joint and several if there is more than one of us. This Guarantee and Indemnity binds each person that executes this document even if not all of the named Guarantors sign the document.

EXECUTED AS A DEED

Dated this	Day:	Month:	Year:
ABN's Registered Name:			
Trustee's Name:			
Trading Name:			

(Must include ABN Registered Name & Trustees Name- if a Trust)

Name of Guarantor (1):	Date of Birth:
Address of Guarantor (1):	

Signed by the Guarantor (1):	
in the presence of (Witness) Print Name:	Signature:

Sign & Print Name: (Signature of Guarantor to be witnessed by an adult person)

Name of Guarantor (2):	Date of Birth:
Address of Guarantor (2):	

Signed by the Guarantor (2):	
in the presence of (Witness) Print Name:	Signature:

Sign & Print Name:(Signature of Guarantor to be witnessed by an adult person)

Name of Guarantor (3):	Date of Birth:
Address of Guarantor (3):	

Signed by the Guarantor (3):	
in the presence of (Witness) Print Name:	Signature:

Sign & Print Name: (Signature of Guarantor to be witnessed by an adult person)

Name of Guarantor (4):	Date of Birth:
Address of Guarantor (4):	

Signed by the Guarantor (4):	
in the presence of (Witness) Print Name:	Signature:

Sign & Print Name:(Signature of Guarantor to be witnessed by an adult person)