



PO Box 104
 Proserpine QLD 4800
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CREDIT APPLICATION

Date: ____/____/____

Name: _____ DOB: _____

Address: _____

Postal Address: _____

Phone No: _____ Mobile No: _____ Facsimile No: _____

Email Address: _____ Drivers Licence No: _____

Company name (if applicable): _____

ABN: : _____ ACN: : _____ GST Registered: Y N

Name/s of Directors/Trustees/Partners of persons carrying on business of applicant/s (if applicable) and addresses and telephone numbers:

1. _____ Ph: _____

2. _____ Ph: _____

3. _____ Ph: _____

Credit references:

1. _____ Ph: _____

2. _____ Ph: _____

3. _____ Ph: _____

Reason limit is required (i.e. what projects are you working on locally?): _____

Name of Bank: _____ Branch: _____

How long have you banked with the above named bank: _____

Please indicate your required account types:
 (please tick all relevant boxes)

Aerodrome Garbage

Jetty Quarry

Water Other

Credit limit required: \$ _____

Applicant's Declaration

The Applicant hereby warrants that the information contained in this application is true, accurate and correct. It is acknowledged by the Applicant that the information is for the purpose of obtaining credit. The Applicant warrants that he/she is not an undischarged bankrupt. The Applicant acknowledges that the Terms and Conditions appearing on this application form part of the application, and if this application is accepted, use of the credit facility by the Applicant will constitute unqualified acceptance by the Applicant of the Terms and Conditions and the Credit Limit.

Name of Applicant (please print) _____

Signature: _____

Title (if any): _____ Date: _____

Witnessed by (name): _____ Signature: _____

Name of Applicant (please print) _____

Signature: _____

Title (if any): _____ Date: _____

Witnessed by (name): _____ Signature: _____

Directors/Trustees Personal Guarantee

The person signing this guarantee on behalf of a company or Trust (or persons listed as Directors/Proprietors, individuals or sole traders on the Credit Application) shall be primarily liable for payment of all amounts payable by the company or Trust to Whitsunday Regional 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 or Trust, but if the company or Trust fails to pay any part of them then the Directors or Trustees signing (or such of the Directors or Trustees as nominated on the Credit Application) shall upon demand promptly pay such outstanding accounts or invoices personally.

Name of Director/Trustee (please print) _____

Signature: _____

Title (if any): _____ Date: _____

Witnessed by (name): _____ Signature: _____

Name of Director/Trustee (please print) _____

Signature: _____

Title (if any): _____ Date: _____

Witnessed by (name): _____ Signature: _____

Whitsunday Regional Council – Information Privacy Statement

Your information has been collected for the purpose of assessing and processing your credit application. You are providing personal information which will be used for the purpose of obtaining your credit worthiness, 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.

TERMS AND CONDITIONS OF CREDIT APPLICATION

The parties agree to the following terms and conditions:

1. AGREEMENT TO BE BOUND

- 1.1 The Applicant agrees to be bound by all terms and conditions contained in this credit application. By signing this document, the Applicant acknowledges that they have read and agreed to all terms and conditions included with this application.

2. CREDIT LIMIT

- 2.1 The Whitsunday Regional Council ("Council") agrees to provide a credit facility, up to a specified credit limit, to the Applicant.
- 2.2 The Applicant acknowledges that Council has sole discretion in determining the credit limit.
- 2.3 The Applicant acknowledges that Council may not agree to the credit limit requested in the application and that the final credit limit, as determined by Council, shall be provided to the Applicant in writing.

3. SECURITY

- 3.1 The Council may, at its discretion, require the Applicant to provide a bank guarantee or personal guarantee on terms suitable to the Council for any amount up to and including the credit limit determined in accordance with paragraphs 2.2 and 2.3 above.

4. PAYMENT FOR GOODS AND SERVICES

- 4.1 The Applicant acknowledges that Council shall issue invoices at the time that the requested goods and services are provided, with the invoice terms being full payment within thirty days of the date of each invoice.
- 4.2 The Applicant agrees to make all payments to the business address of the Council within 30 days of each invoice being issued.

5. INTEREST

- 5.1 The Applicant agrees to pay interest on any overdue accounts with the rate of interest shall being 11% or the maximum allowable rate as adjusted by the *Local Government Regulation 2012* from time to time.

6. CANCELLATION OF CREDIT

- 6.1 If an account is not paid by the due date and in accordance with these Terms and Conditions, Council reserves the right to cancel or suspend credit without notice.
- 6.2 Council has the right at its sole discretion to cancel credit at all times, and in the event of any credit facility being cancelled for any reason, the monies due to Council shall become due and payable immediately upon demand.

6.3 In the event that the credit facility is cancelled by Council under paragraphs 6.1 or 6.2, Council reserves the right to refer the debt to a credit reference agency.

7. REPRESENTATIONS

7.1 The Applicant acknowledges that in entering into this credit facility agreement, the Applicant has not relied on any representations or warranties except as provided in this Agreement.

8. RETENTION OF OWNERSHIP

8.1 The Applicant acknowledges that any goods supplied under the credit facility remain the property of the Council until all money owing to the Council in relation to all goods supplied at any time has been paid in full.

8.2 This clause shall remain in effect whether or not the goods have been installed on the property of the Applicant or any other person.

9. REMOVAL OF GOODS

9.1 Where an account has been outstanding for more than 30 days, the Applicant authorises Council or its agents or contractors, to enter the land or property of the Applicant at any time to remove any goods which have been supplied by Council, whether in connection to the outstanding account or not, to the value of the outstanding account.

9.2 The Applicant acknowledges that Council may use reasonable force (if necessary) to obtain the goods.

9.3 The Applicant acknowledges that Council will not be liable for any damage done to the land or property of the Applicant during the removal of the goods.

10. GRANT OF EQUITABLE MORTGAGE

10.1 The Applicant grants to the Council an equitable mortgage over:

- (a) any property owned by the Applicant, either real or personal; and
- (b) any interest or title in any estate or property owned by the Applicant.

10.2 This equitable mortgage is security for the payment of any money owed to the Council, regardless of whether it arose under this agreement or not.

11. LEGAL ACTION

11.1 The Applicant agrees that Council is entitled to commence legal action for, and recover, any debt or interest owed on the Applicant's account.

11.2 The Applicant agrees to pay upon default, all reasonable costs and legal expenses incurred by Council which are necessary or incidental to the collection of any money owing to Council.

12. GUARANTEE AND INDEMNITY

- 12.1 This clause applies only where the Applicant is a Company.
- 12.2 In consideration of the extension of credit to the Applicant, the Directors agree to guarantee to the Council the payment of all moneys payable to the Council at any time, whether they arose under this agreement or not.
- 12.3 The Directors also guarantee the performance and observance of all terms and conditions contained in this application.
- 12.4 The Directors agree to indemnify and to keep indemnified the Council against any damage, loss or costs which may be incurred by the Council as a result of any breach by the Applicant.
- 12.5 In the case that the Applicant shall be a company acting as a Trustee for a Trust, the Applicant guarantees that the Trust shall be liable for the account, has sufficient assets to meet payment of the credit facilities granted and is empowered to enter into this credit facility with Council.

13. CHOICE OF JURISDICTION

- 13.1 Any action to recover any amount owed to the Council will be commenced within the Proserpine District.

**AGREEMENT TO COUNCIL TO ALLOW THE SEEKING OR GIVING OF DETAILS ABOUT
CREDIT WORTHINESS TO CREDIT PROVIDERS**

Notice of disclosure of your credit information to a credit reporting agency

Privacy Act 1988 (Cth)

Whitsunday Regional Council ("Council") may give information about you to a credit reporting agency for the following purposes:

- to obtain a consumer and commercial credit report about you; and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

- 1.0 The Applicant acknowledges that under the *Privacy Act 1988* ("the Act"), Council is allowed to give a credit reporting agency personal information about the credit application.
- 2.0 The Applicant agrees that Council may, if it considers relevant for the purpose, obtain from a credit reporting agency, credit reports containing personal credit information about individuals to:
 - a) assist assessment of the individual's application for a credit facility;
 - b) assist in the collection of overdue payments; and
 - c) assess whether to accept the individuals as guarantors for credit applied for or provided to the Applicant.
- 3.0 The Applicant and any other individuals named as guarantors agree that if Council approves the Applicant's request for credit, this Agreement remains in force until the credit facility covered by the Application ceases.
- 4.0 Council may give to, and seek from credit providers named in the credit application, and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the applicant's credit arrangements.
- 5.0 If the credit application is an application for consumer credit, then the applicant agrees that if 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 applicant.

Dated this _____ day of _____ 20____

AGREED TO BY:

Name (please print): _____ Signature: _____

Witness: _____

Name (please print): _____ Signature: _____

Witness: _____

**Note – This form must be signed by
all Applicants and Guarantors prior
to the application being processed.**