

Credit Application Form

ABN 63 291 580 128



Postal Address: PO Box 104, Proserpine QLD 4800
Phone: 1300 972 753
Fax: 07 4945 0222
Email: info@whitsundayrc.qld.gov.au
Website: www.whitsundayrc.qld.gov.au

Please use BLOCK LETTERS and complete all details in full. Incomplete forms will be returned.

If you have any specific enquiries on how to complete this form, please contact Financial Services on 1300 972 753.

Privacy Statement

Your information is being 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 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.

Applicant Details

Applicant Name: _____ DOB: _____

Company name (if applicable): _____

ABN/ACN: _____ GST Registered: **Y** or **N**

If a Company, are there Directors/Trustees/Partners? **Y** or **No** (If yes please provide details below)

Address: _____

Postal Address: _____

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

Email Address: _____ Drivers Licence No: _____

Name/s of Directors/Trustees/Partners (if applicable) including addresses and contact details

| | | |
|-------|----------|--------|
| Name: | Address: | Phone: |
| Name: | Address: | Phone: |

Credit References

| | | |
|-------|----------|--------|
| Name: | Company: | Phone: |
| Name: | Company: | Phone: |
| Name: | Company: | Phone: |

Financial

| | | | |
|--|--|--------|--|
| Name of Bank | | Branch | |
| How long have you banked with the above named bank | | | |

Credit Limit

Requested Limit:

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

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

| | | | | | |
|-----------|-------|-------|---------|--------|-------|
| Aerodrome | Shute | Water | Garbage | Quarry | Other |
|-----------|-------|-------|---------|--------|-------|

Terms and Conditions

1. The Whitsunday Regional Council 'Council' will only consider granting credit to an Applicant upon receipt of a fully signed and completed application and satisfactory assessment and evaluation.
2. Council agrees at its sole discretion to provide a credit facility, up to a specified credit limit to the Applicant.
3. Council has sole discretion in determining the credit limit and the Applicant acknowledges that Council may not agree to the credit limit requested in the application. The final credit limit shall be provided to the Applicant in writing.
4. Council, at its discretion reserves the right to amend the credit limit without prior notice.
5. Council shall issue invoices at the time that the requested goods and services are provided, with the invoice terms being full payment within thirty (30) days of the date of each invoice.
6. If any money due by the Applicant to the Council is not paid when due, the Council may upon written notice to the Applicant, offset the amount owing against any invoices payable by Council to the Applicant.
7. Interest payable on overdue accounts will be 11% or the maximum allowable rate as adjusted by the *Local Government Regulation 2012* from time to time.
8. Council at its sole discretion has the right to cancel credit at any time. In the event that the credit facility is being cancelled, for whatever reason, the monies owed to Council shall become due and payable within thirty (30) days.
9. In the event that the credit facility is cancelled by Council, the account may be referred to a credit reporting business as an overdue debt.
10. Council is entitled to commence legal action for, and recover, any debt or interest owed on the Applicant's account.
11. Any expenses, costs or disbursements incurred by Council in recovering outstanding monies, including debt collection agency and solicitors fees, shall be paid by the Applicant.
12. Council at its sole discretion may 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 Clause 2.
13. If the Applicant is a Company, the Director agrees to guarantee to Council the payment of all monies payable to the Council at any time, whether they arose under this agreement or not. The Director also guarantees to the performance and observance of the terms and conditions of this application and agrees 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.
14. If the Applicant is a Company acting as a Trustee for a trust, the Applicant acknowledges that the trust shall be liable on the account, and that the trust has sufficient assets to meet payment of the credit facilities granted.

WARNING: If you do not understand this document, please seek independent legal advice.

Applicants Declaration

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

The Applicant notes that:

- a) The terms and conditions appearing on this application form part of the application, and if this application is accepted an order placed by the Applicant/s will constitute unqualified acceptance of the terms and conditions and any credit limit.
- b) The credit limit if any extended to the Applicant will be solely at the discretion of the Whitsunday Regional Council.
- c) Under the Privacy Act 1988 'the Act', Council is able to provide a credit reporting business personal information about this credit application.
- d) Council may if it considers relevant, obtain from a credit reporting business, credit reports containing personal credit information about individuals to:
 - i. Assist the assessment of the individual's application for a credit facility;
 - ii. Assist in the collection of overdue payments; and
 - iii. Assess whether to accept the individuals as guarantors for credit applied for or provided to the Applicant.
- e) 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.
- f) If Council approves the Applicant's request for credit, this Agreement remains in force until the credit facility covered by the Application ceases and there are no outstanding debts.
- g) Council may give to, and seek from credit providers named in this application, and any credit providers that may be named in a credit report issued by a credit reporting business, information about the Applicant's credit arrangements.

| | |
|-----------------------|--|
| Applicant Name | |
| Position/Title | |
| Signature | |
| Date | |

Directors/Trustee/Partners Personal Guarantee

The person signing this guarantee on behalf of a Company or Trust as listed as Directors/Trustees/Partners on the Credit Application agrees to provide a personal guarantee in accordance with Clauses 13 and 14 of the Terms and Conditions.

| | |
|------------------|--|
| Name | |
| Signature | |
| Date | |
| Name | |
| Signature | |
| Date | |