

# CUSTOMER CREDIT APPLICATION



**TAYPER**  
Your global supply chain partners

Application is hereby made by the Customer named below to establish a commercial credit account with **TAYPER ENTERPRISES PTY LTD** ("Company").

**Application by:** Individual  Company  Partnership  Sole trader

**Customer:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**ABN:** \_\_\_\_\_ **ACN:** \_\_\_\_\_

**Trading Address:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**Registered Office Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

**Date Business Started:** \_\_\_\_\_

Name of Directors/Partners	Current Residential Address	Telephone

**Trade References** (must be an Authorised Credit Provider)

Business Name	Business Address	Telephone	Email

**Maximum Credit Sought \$** \_\_\_\_\_

**Estimated Monthly Credit Required \$** \_\_\_\_\_

**Contact Name for Accounts:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Please take notice of the following credit terms and conditions. If your application is successful, these terms will apply (subject to any changes the Company makes in its offer to you). The terms are not capable of formal acceptance by the Customer unless and until the Company makes a written offer to the Customer (usually in the form of a credit application approval letter).

## CREDIT TERMS AND CONDITIONS

### 1. Application

- 1.1 The Customer is applying for a commercial credit account ("**Account**").
- 1.2 The Customer declares that all information provided in this application is true and correct and that no relevant information has been withheld, including information that may reasonably affect the Company's assessment of the Customer's credit worthiness.
- 1.3 The Customer agrees to provide current financial information if requested for assessment of this application.
- 1.4 The Customer has received, read, understood, and hereby agrees to be bound by these terms and conditions and the Trading Conditions of the Company.
- 1.5 The Customer acknowledges that the Company may propose amendments to:
- (a) these terms and conditions; or
  - (b) its 'Standard Terms and Trading Conditions' entered into at or around the time this Customer Credit Application is submitted to the Company, or otherwise in connection with this Customer Credit Application (**Trading Conditions**),
- by giving 14 days' written notice to the Customer. All services provided after the end of the notice period will be subject to the amended terms and conditions and/or Trading Conditions, unless the Customer gives written notice of its objection to the proposed amendments before expiry of the notice period.

### 2. Personal Property Securities Act 2009 (Cth)

- 2.1 For the purposes of this **clause 2**, the following definitions apply:
- (a) "**Goods**" has the same meaning as under the Trading Conditions;
  - (b) "**PPSA**" means the *Personal Property Securities Act 2009* (Cth); and
  - (c) "**Security Interest**" has the same meaning as under the PPSA.
- 2.2 The Customer acknowledges and agrees that it has granted a Security Interest in the Goods to the Company as provided for in the Trading Conditions.

### **3. Credit Reporting Policy**

- 3.1** The Company's credit reporting policy and its credit collection notice is available at <https://www.tayper.com.au>
- 3.2** By engaging the Company to provide you or your organisation with products or services you are taken to have read and agreed to the collection, use, disclosure and handling of your credit information in accordance with the Company's credit reporting policy and its credit collection notice.

### **4. Payment**

- 4.1** The Customer will pay the balance of each monthly statement in full within **30 days** from statement date, unless a different credit period has been agreed to by the Company in its credit application approval letter issued to the Customer, in which case the credit payment period on the credit application approval letter applies.
- 4.2** The Customer agrees that if the Customer fails to pay on time, in addition to its rights under the Trading Conditions, the Company may:
- (a) charge a dishonour handling fee at the rate advised by the Company from time to time (acting reasonably), where a cheque payment is dishonoured; and
  - (b) recover all reasonable collection costs and expenses incurred in collecting overdue accounts on a full indemnity basis.

Any forbearance by the Company taking any of the actions set out in this **subclause 4.2** does not constitute a waiver of our right to do so in the future.

- 4.3** Interest is payable on all overdue accounts from the due date until paid. Interest is to be calculated at a rate of 10% per annum calculated from the due date, with such interest to be capitalised monthly, until paid.

### **5. Acts of Default**

- 5.1** If the Customer:
- (a) fails to pay for any services on or before the due date; or
  - (b) otherwise breaches these terms and conditions and/or the Trading Conditions, and fails to rectify such breach within 7 days after receiving notice of the breach from the Company; or

- (c) commits an act of bankruptcy; or
- (d) allows a trustee in bankruptcy or receiver and manager to be appointed to it or any of its property; or
- (e) is a company, and:
  - (1) proceedings are commenced to wind it up or any of its subsidiaries; or
  - (2) a controller, receiver, administrator, liquidator or similar officer is appointed to it or in respect of any part of its property,

then the Company reserves the right to terminate the Account.

**5.2** The Company's right to terminate the Account pursuant to clause 5.1(c), (d), and (e) is subject to any restriction on the Company's right to do so provided for in the *Corporations Act 2001* (Cth), but only to the extent necessary to comply with such restriction.

## **6. Recovery Proceedings**

**6.1** The Company reserves the right to commence recovery proceedings in the event that invoiced payments are not made in full within the time stipulated by clause 4.1 of these terms and conditions.

**6.2** The Customer acknowledges and agrees that if the Company commences an action against the Customer for the recovery of money owed by the Customer to the Company, the Customer will be liable for all legal costs as well as any associated costs and expenses reasonably incurred by the Company in relation to the recovery of the unpaid invoice on a full indemnity basis.

## **7. Credit Application Approval Letter**

- (a) The Company may in its sole discretion give the Customer a credit application approval letter (**Approval Letter**) setting out the credit period, credit limit, and/or commencement date, and/or any other terms.
- (b) Despite anything in these terms and conditions (including clause 14), the terms set out in the Approval Letter (if any) sent to the Customer prevail over any inconsistent or conflicting terms in these terms and conditions, but only to the minimum extent necessary to resolve such inconsistency or conflict.

## 8. Termination of Account

Continuing credit is at the discretion of the Company and the Company may terminate the Customer's credit account on 14 days' notice for any or no reason.

## 9. Cessation of Supply

Despite anything else in these terms and conditions, the provision of services by the Company to the Customer is always conditional upon it being satisfied of the Customer's ability to pay all amounts owing by the due date and to otherwise comply with these terms and conditions and the Trading Conditions. If the Company ceases to be so satisfied, it may suspend or terminate the supply of services (subject to any legislative restriction applicable in the circumstances) and shall not be liable in any way for any claim, damage, expense, or cost suffered by the Customer.

## 10. Termination

If the Credit Application is terminated pursuant to **clauses 5 or 9** of these terms and conditions or pursuant to any other legal right, all amounts owing to the Company for services provided on credit become immediately due and payable and will, from the next day after termination takes effect, be treated as an overdue account under these terms and conditions.

## 11. Severance

Should any part of these terms and conditions be held to be void, unenforceable, or unlawful, then that part is severed from these terms and conditions without affecting the remainder of these terms and conditions, which remain in force to the maximum extent possible.

## 12. GST

In this Agreement, "GST" has the meaning given to it by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* ("**GST Act**") and capitalised terms have the meanings ascribed to them in the GST Act. The Company will issue the Customer with a tax invoice in relation to the supply of services which includes GST in a form which complies with the GST Act and the regulations made under the GST Act.

### 13. Inconsistency

Where there is an inconsistency between the terms and conditions of the Trading Conditions, the authority given by the Customer in favour of the Company under the *Customs Act 1901* (Cth) (**Authority**), any fee quotation, estimate, or agreement and Customer Credit Application, the relevant documents shall be construed in the following order of priority:

- (a) this Customer Credit Application;
- (b) the Trading Conditions;
- (c) the Authority;
- (d) any fee quotation, estimate, or agreement.

[End]

(Office Use only)

Application received by:	Date:
Credit references checked by:	Date:
Credit Check (if any):	Date:
Application approved/declined:	Date:
Applicant advised:	Date: