**This is an application to Marstel Terminals Pty Ltd (the “Seller”) for a Commercial Credit Account (“Application”).**

|  |  |  |
| --- | --- | --- |
| Legal Title of applicant Buyer | Insert | (the “**Buyer**”)  |

 **Please print Legal Company Name – matching ACN and ABN**

In consideration for the Seller reviewing and considering this Application, the Buyer agrees to the terms and conditions, and REPRESENTS AND WARRANTS that the details below are true and correct.

|  |  |  |
| --- | --- | --- |
| **Trading Name**: | Insert | **ACN and ABN**: Insert |
| **Physical Address**:  | Insert | **Post Code**: Insert |
| **Postal Address**: | Insert | **Post Code**: Insert |
| **Phone**:  | Insert | **Mobile**: Insert |
| **Email**: | Insert | **Contact Name**: Insert |

**Please Tick:** [ ]  Sole Trader [ ]  Individual [ ]  Partnership [ ]  Limited Company [ ]  Trust [ ]  Other please state:

**BUSINESS ACCOUNT: DIRECTORS / PARTNERS / PROPRIETORS / TRUSTEES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name**: | Insert | **Address**: Insert | **Telephone**: Insert |
| **Name**: | Insert | **Address**: Insert | **Telephone**: Insert |
| **Name**: | Insert | **Address**: Insert | **Telephone**: Insert |

**SOLE TRADERS AND INDIVIDUALS ONLY:**

|  |  |
| --- | --- |
| **Occupation:** Insert | **Employer:** Insert |
| **Identification Type:** Insert | **Identification No:** Insert | **Date of Birth:**   |
| **OTHER:** Insert |  |
| **Accountant:** Insert | **Telephone:**   |
| **Solicitor:** Insert | **Telephone:** Insert |

|  |  |  |
| --- | --- | --- |
| **Purchasing Officer** Name: Insert | Email: Insert | Direct Phone No: Insert |
| **Accounts Payable** Name:Insert | Email: Insert | Direct Phone No: Insert |
| **Technical Contact (SDS)** Name:Insert | Email: Insert | Direct Phone No: Insert |

**REFERENCES: Please provide the details of three trade references**

|  |  |  |
| --- | --- | --- |
| **Company Trade References (3 are required)** | **Direct Telephone No:** | **Email:** |
| Click here to enter text. | InserNumber | Ine Number |
| Click here to enter text. | Int Fax Number | InPhone Number |
| Click here to enter text. | Insert Fax Number | Insert Phone Number |

|  |  |
| --- | --- |
| **Estimated Marstel Terminals Monthly purchase $**  | Click here to enter text. |

**CREDIT APPLICATION TERMS AND CONDITIONS**

# TERMS OF APPLICATION

* 1. The Buyer acknowledges and agrees that the provision of the Application form to the Buyer does not constitute an offer of credit and the Seller may reject the Buyer’s Application for credit.
	2. If the Seller approves the Buyer’s Application, the terms on which credit will be given to the Buyer will be as set out in the Sellers’s then‑current terms and conditions of supply at [https://www.marstel.com.au/application-for-commercial-credit-account/](https://www.ascc.net.au/) (“**Terms of Sale**”) (unless agreed otherwise in writing by the Seller).
	3. Clause 2 below sets out a guarantee of the legal entity’s performance of any obligations by the individual directors or corporate trustees who are signatories to this Application form (each a “**Guarantor**”).
	4. These terms and conditions are governed by the laws of Queensland, Australia, and the Commonwealth of Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

# CONSENT TO COLLECT AND DISCLOSE INFORMATION IN RELATION TO CONSUMER CREDIT (Privacy Act 1988 (Cth)):

* 1. The Buyer acknowledges and agrees that:
1. The Seller may disclose information about the Buyer to a credit reporting agency for the following purposes:
2. To obtain a consumer credit report about the Buyer; and
3. To allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.
4. The information that the Seller may disclose under clause a) is limited to the following information only:
	* + - 1. Identity particulars – our name, sex, address (and our previous two addresses), date of birth, name of employer and driver’s licence number
				2. The fact that we have applied for credit and the amount
				3. The fact that the Seller is a current credit provider to us
				4. Loan repayments which are overdue by more than 60 days, and for which debt collection action has started
				5. Advice that our loan repayments are no longer overdue in respect of any default that has been listed
				6. Information that, in the opinion of the Seller, we have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with our credit obligations); and
				7. Information relating to cheques drawn by us for $100 or more which have been dishonoured more than once.
5. the Seller may obtain a consumer credit report containing information about us from a credit reporting agency for the purpose of assessing our application for commercial credit
6. the Seller may obtain a consumer credit report about us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by us
7. the Seller may exchange information about us with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the purposes of:
	* + - 1. assessing an application by us for credit
				2. notifying other credit providers of a default by us
				3. exchanging information with other credit providers as to the status of this loan where we are in default with other credit providers; and
				4. to assess our credit worthiness

which may include any information related to the Buyer’s credit worthiness, credit standing, credit history or credit capacity, which credit providers are allowed to exchange under the *Privacy Act 1988* (Cth)

* + - 1. the Seller may give a credit report containing information about the Buyer to a person who is currently a Guarantor, or whom we have indicated is considering becoming a Guarantor, for the purposes of:
				1. that person deciding whether to act as a Guarantor; and
				2. keeping any current Guarantor informed about the guarantee,

which may include any information related to the Buyer’s credit worthiness, credit standing, credit history or credit capacity, which credit providers are allowed to disclose under the *Privacy Act 1988* (Cth), including a credit report.

* 1. While the Buyer continues to be a customer or debtor, the Buyer agrees that the Seller is authorised to obtain repeat credit checks in accordance with this clause 0 from time to time.
	2. The Buyer acknowledges and agrees that the Seller collects and uses the personal information required by this Application for the primary purpose of providing the Seller’s products or services to the Buyer and, if the personal information provided by the Buyer is incomplete or inaccurate, the Seller may be unable to provide those products or services. More detailed information about the way the Seller collects, uses, stores and discloses personal information, and how personal information can be accessed and corrected, can be found in the Seller’s privacy policy. A copy of the privacy policy can be obtained by contacting the Seller or by visiting the Seller’s website at [https://www.marstel.com.au/application-for-commercial-credit-account/](https://www.marstel.com.au/application-for-commercial-credit-account/%20) .
	3. The Buyer acknowledges and agrees that the Seller:
		+ 1. collects and uses the credit information required by this Application in accordance with the Seller’s Credit Reporting and Credit Related Personal Information Policy; and
	4. may disclose credit information in accordance with the Seller’s Credit Reporting Statement of Notifiable Matters, copies of which may be obtained by contacting the Seller or by visiting the Seller’s website at [https://www.marstel.com.au/application-for-commercial-credit-account/](https://www.marstel.com.au/application-for-commercial-credit-account/%20) . By executing this Application form, the Buyer expressly consents to the Seller collecting and disclosing the Buyer’s information in accordance with this clause 2.
1. **TERMS OF GUARANTEE**
	1. In consideration of the Seller providing Goods and Services to the Buyer under the Terms of Supply at the Guarantor’s request, the Guarantor hereby unconditionally and irrevocably:
		* 1. guarantees due and punctual payment of all monies payable by the Buyer to the Seller as and when the same shall become due and payable by the Buyer
			2. guarantees the performance by the Buyer of all obligations owed to the Seller notwithstanding the Guarantor may not have had notice of any neglect or omission on the Buyer’s part
			3. indemnifies the Seller against any loss the Seller might suffer should any agreement between the Seller and the Buyer be lawfully disclaimed or abandoned by any liquidator, receiver or other person
			4. indemnifies the Seller for all legal costs, expenses and recovery costs on an indemnity basis relating to any default by the Buyer under this Application including the Terms & Conditions of Sale of Australasian Solvents & Chemicals Company Pty Limited
			5. agrees that no release, delay or other indulgence given by the Seller to the Buyer or to the Buyer’s receiver or liquidators or any alteration to any Agreement in respect of the supply of goods/services/ credit or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier
			6. agrees that the Guarantor is liable as principal debtor and as between the Guarantor and the Seller the Guarantor may for all purposes be treated as the Buyer and the Seller shall be under no obligation to take proceeding against the Buyer before taking proceedings against the Guarantor;
			7. agrees that any agreement between the Seller and the Buyer under the Terms of Supply is for the benefit of, and may be enforced by any person entitled to stand in the position of the Seller
			8. agrees that should there be more than one Guarantor, their liability under any agreement between the Seller and the Buyer under the Terms of Supply shall be joint and several
			9. agrees that the Guarantor’s liability hereunder shall be unlimited
			10. agrees that this clause 2 is a continuing guarantee and indemnity to the Seller and shall not be discharged by any settlement of account;
			11. agrees that this guarantee and indemnity may be terminated by the Guarantor at any time as to future transactions by one month’s notice in writing given to the Seller or its duty authorised agent by the Guarantor or in the case of the Guarantor’s death, by the Guarantor’s personal representatives and by the execution by the Seller of a deed of discharge
			12. agrees that the Seller may at any time or times, at its absolute discretion and without any notice whatsoever to the Guarantor, refuse further credit or supplies of goods or services to the Buyer without discharging or prejudicing the Guarantor’s liability under this Deed; and
			13. agrees that if the Seller is unable to enforce this guarantee or indemnity (or both) against the Guarantor by reason of any fact, circumstances, or law, then all guaranteed moneys shall nevertheless be recoverable from, and all guaranteed obligations enforceable against, the Guarantor as a principal debtor.

 EXECUTED AS AN AGREEMENT

|  |  |
| --- | --- |
| **Director or Authorised Officer** | **Director/Secretary or Authorised Officer** |
| **Signature:** | **Signature** |
| **Print Name:** Insert | **Print Name:** Insert |
| **Title:** Insert | **Title:** Insert |
| **Date Signed** Insert | **Date Signed** Insert |

 MARSTEL TERMINALS USE ONLY:

|  |
| --- |
| MARSTEL A/C Managers Use Only: |
| Account Managers Name: | Insert | Sector Code: |   | V Freq: | Insert |
| Expected Monthly Spend: | Insert | Quote Term: | [ ]  Manual [ ]  Auto  |
| Quote Contact Name: | Insert | Quote Email:  | Insert |
| Quote Contact Address: | Insert  |
| Client Notes: | Insert  |

|  |  |  |
| --- | --- | --- |
| MARSTEL TERMINALS Finance Department Use Only: |  |  |
| Ref Checks: | \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_ | PPSR: |   |
| Veda:  |   | Veda Score:  | Insert |
| DG: |   | Credit Limit: | $ Insert  |
| Prep Checked By: | Insert | [ ]  Approved [ ]  Declined Date: |
| Authorised By: | Insert | [ ]  Approved [ ]  Declined Date: |
| Terms and Limit Approved: | Insert | System Account No: Insert |