

Sam Miranda
KING VALLEY

SNOW ROAD
KING VALLEY

CREDIT APPLICATION

Company/Registered Business Name: _____

Trading Name: _____

ABN: _____ ACN: _____

Partners/Directors Names: _____

Physical Address: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

Liquor Licence No. _____ WET Tax Exempt (please circle) Yes No

Contact 1: _____ Position: _____

Phone: _____ Email: _____

Contact 2: _____ Position: _____

Phone: _____ Email: _____

Trade References (please provide two)

Business Name: _____ Phone: _____

Business Name: _____ Phone: _____

Bank Details

Bank: _____ Branch: _____ Account Name/No. _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I authorise the use of my personal information as detailed in the Privacy Act clause (overleaf). I have read and understand the Terms and Conditions of Trade (overleaf) of Sam Miranda King Valley Pty Ltd which form a part of, and are intended to be read in conjunction with this credit account application and agree to be bound by these conditions. **I agree that I am a Director or Shareholder (owning at least 15% of the shares) of the Buyer and I shall be personally liable for the performance of the Buyer's obligations under this contract.**

Name: _____ Signature: _____

Position: _____ Date: _____



PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY

IN CONSIDERATION of Sam Miranda King Valley Pty Ltd and its successors and assigns ('the seller') at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____ ('the buyer')

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. **GUARANTEE** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer and Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
- 2. **HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees – as defined hereunder in paragraph (b) hereof incurred by or assessed against the Seller on connection with:
 - (a) the supply of goods and/or services to the Buyer or;
 - (b) the recovery of moneys owing to the Seller by the Buyer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Sellers nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - (c) moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 1 This guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid, satisfied and performed.
- 2 No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the buyer or any one or more of any other Guarantor/s or otherwise) and no failure by any name Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- 3 If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment made.
- 4 This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- 5 The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person name as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 6 **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/We understand that I/We am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.**
- 7 I/We irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit references agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/We may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- 8 The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

Guarantor 1

Full Name: _____ Signature: _____

Present Address: _____

Witness

Full Name: _____ Occupation: _____

Present Address: _____ Signature: _____

EXECUTED as a Deed this _____ day of _____ 20____

Guarantor 2

Full Name: _____ Signature: _____

Present Address: _____

Witness

Full Name: _____ Occupation: _____

Present Address: _____ Signature: _____

EXECUTED as a Deed this _____ day of _____ 20____

NOTE 1: If the Buyer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
NOTE 2: If the buyer is a club or incorporation society the Guarantor(s) should be the President or Secretary or other Committee member.
This is an important document – Please speak to a legal advisor before signing



TERMS AND CONDITIONS OF TRADE

Sam Miranda King Valley Pty Ltd trading as Sam Miranda Wines hereafter referred to as 'seller'. The applicant hereafter referred to as 'buyer'.

Conditions of Trade

The purchaser agrees to abide by the seller's terms which are:

1. Goods purchased are due for payment 30 days from invoice date.
2. The buyer agrees to reimburse the seller for any reasonable bank charges, legal and collection expenses incurred by the seller in the collection of overdue debts and to pay compound interest of 1% per month on all overdue accounts calculated monthly from the due date.
3. All goods delivered by the seller remain the property of the seller until all debts including interest, bank charges, legal fees and collection expenses are paid to the seller in full.
4. The buyer must immediately notify the seller, in writing, in the event of any change in Shareholders or Directors of the buyer.
5. Trading terms may be varied at any time at the discretion of the seller.
6. All interest of each of the customer and signatory in land or chattels charged with the payment of purchase price plus interest; and they agree to execute any documentation (including a mortgage over land) to enable registration of such interest.
7. The buyer agrees that if the seller considers it relevant in assessing our application for commercial credit, we agree to the supplier obtaining a report from a credit reporting agency.

IT IS HEREBY AGREED TO ABIDE BY THE TERMS AND CONDITIONS LISTED ON THIS APPLICATION FORM

Name of Applicant/Director: _____

Signature of Applicant/Director: _____

Please complete if you wish to have your account payments charged to your credit card

Please circle: Visa / Mastercard / Amex

Card No. _____ Expiry: _____

Name on Card: _____

Cardholder's Signature: _____