

Credit Application – Company & Sole Trader/Individual

This application should be read in conjunction with attached terms & conditions

Please Complete if Individual/Sole Trader or Partnership:

Business Name:	
Sole Trader/Partners Name(s):	
Trading Name:	
ABN Number:	
Individual Name (In Full):	
Street Address:	
Postal Address:	
Date of Birth:	
Drivers Licence Number:	
Employer or Principal:	

Please Complete for a Company:

Company Name:	
Registered Office Address:	
Postal Address:	
Parent Company or Principal (if applicable) :	
Date Business Established:	
ABN or ACN Number:	
Nature of Business Conducted:	
Director Name:	
Address:	
Director Name:	
Address:	
Director Name:	
Address:	

All Customers to Complete:

General Telephone Number:	
Mobile Phone Number:	
Accounts Contact Person:	
Accounts Phone Number:	
Sales Contact Person:	
Sales Phone Number:	
Sales Email Address:	
Email Address for Statements:	
Email Address for Invoices:	
Trade Reference (No 1):	
Trade Reference (No 2):	
Trade Reference (No 3):	

The Applicant authorises Tasmanian Ports Corporation Pty Ltd to contact the trade references provided and/or contact a Credit Reporting Agency so as to determine the Applicants credit worthiness.

Execution of Application for Credit

Directors or Company Secretary (in accordance with Section 127 of the Corporations Act 2001) or Partners or Sole Traders or Individual

Signature:	
Name:	
Date:	
Position:	
Signature:	
Name:	
Date:	
Position:	
Signature:	
Name:	
Date:	
Position:	

I have read and acknowledge the attached terms and conditions

Please return to:

📄 Tasmanian Ports Corporation Pty Ltd
GPO Box 202 | Hobart | Tasmania | 7001

✉ hobart@tasports.com.au

📞 6222 6122

☎ 1300 366 742

ABN 82 114 161 938 www.tasports.com.au

Office use only

Comments:	
Location and Business Unit:	
Account Number:	
Credit Limit:	

Approval Signatures

GM Corporate Services:	
Business Unit General Manager:	
Chief Executive Officer:	

CREDIT TERMS AND CONDITIONS

*Please read the following terms and conditions before completing the Credit Application.
We recommend that if you do not understand any of the terms and conditions that you obtain independent legal advice before returning the completed Credit Application to Tasmanian Ports Corporation.*

The Customer understands and agrees, subject to approval by the Supplier, the Terms and Conditions of the provision of credit are:

1. INTERPRETATION

“The Supplier” means Tasmanian Ports Corporation Pty Ltd.

“The Customer” means the sole trader/individual, partnership or any company, including any agent and principal, to whom the Supplier has agreed to provide credit pursuant to these Terms and Conditions. If the Customer is an agent then the agent’s principal is jointly and severally liable to the Supplier.

“Principal” means the sole trader/individual, partnership or any company that has authorised the agent to work and act on its behalf. The Supplier holds the Principal responsible for the acts of its agent.

2. TERMS OF PAYMENT

The Customer must pay the Supplier within fourteen (14) days from the date of the invoice (the “Due Date”).

3. DEFAULT

Should the customer fail to pay any single invoice on or before the Due Date the Customer will have committed a default pursuant to these Terms and Conditions and;

- (i) all money owed by the Customer to the Supplier will immediately become due and payable to the Supplier from the Customer;
- (ii) At the Supplier’s sole discretion, the Supplier may charge the Customer interest at the rate of 1.5% per month, which will be applied on a monthly basis on amounts which have been outstanding for fourteen days or more as outlined above. Such Interest may, at the Supplier’s sole discretion, be capitalized on a monthly basis;
- (iii) the Customer shall indemnify the Supplier against (and will agree to reimburse it for) any costs and expenses the Supplier may reasonably incur including solicitors fees on a solicitor/client basis, in recovering or attempting to recover outstanding charges owed by the Customer; and
- (iv) The Supplier may at its sole discretion exercise its rights pursuant to these Terms and Conditions including inter alia taking possession of supplied goods.

4. TERMS OF CREDIT

- (a) The Supplier retains the right to unilaterally alter the Terms and Conditions of the provision of credit to the Customer and such altered Terms and Conditions shall take effect upon the Customer being given notice thereof.
- (b) The Supplier may at any time or from time to time without notice or reason withhold or withdraw the provision of services and facilities, or refuse to extend further credit to the Customer.
- (c) The Customer agrees that the approval of the provision of credit by the Supplier to the Customer does not require the Supplier to extend to the Customer any particular amount of credit.

5. **ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**

- (a) The Customer acknowledges that the Supplier accepts limited responsibility for unauthorised use of the credit facility and further agrees that the Customer will at all material times remain liable to the Supplier for the entire credit account.
- (b) The Customer warrants that all of the details contained in the Credit Application are true in every particular. The Customer shall notify the Supplier within seven (7) days in writing of any material changes in any such details failing which the Supplier may without recourse from the Customer rely absolutely upon the details contained within the Credit Application.
- (c) The Customer acknowledges that no waiver by the Supplier of any breach of any provision of these Terms and Conditions shall operate as a waiver of any subsequent breach of the same or of any other provision of these Terms and Conditions.
- (d) The Customer acknowledges that a signed Credit Application Form is evidence of the Customer's agreement to these Terms and Conditions.

6. **INSOLVENCY**

In the event of the Customer having a bankruptcy notice issued against him or her or becomes bankrupt or enters into an arrangement pursuant to Part X of the Bankruptcy Act 1996 (Cth); or in the case of a company, a receiver or manager; a provisional liquidator; or an administrator is appointed to the Customer, then all charges that are outstanding shall become immediately payable. In this clause, a reference to "Customer" includes any holdings or subsidiary company of the Customer.

7. **NOTICE**

Any notice, account, invoice or statement to be given to or rendered or demand to be made upon the Customer shall be deemed to be duly given or made if it is in writing and either personally served on the Customer, sent by prepaid ordinary post to the Customer's last known address or sent by facsimile to the number shown in the Customer's Application for Credit.

8. **PRIVACY**

- (a) The Customer acknowledges that the Supplier requires certain information from the Customer so as to assess the Customer's eligibility for the provision of credit from the Supplier. In this regard the Customer acknowledges and agrees that the Supplier, in accordance with the Privacy Act, may disclose to a credit reporting agency information contained within the Credit Application to allow the Supplier to obtain relevant credit reports and / or information for the purpose of assisting the Supplier to assess the Customer's Application for credit.
- (b) The Supplier warrants that the information provided by the Customer will only be used to assess the Customer's Credit Application and from time to time assess the ongoing provision of credit for example when the Customer seeks to increase their credit limit with the Supplier.
- (c) The Customer authorises the Supplier to seek from any credit providers or other referees detailed in the Credit Application or any credit providers that may be named in the credit report issued by a credit reporting agency, information about the Customer's personal and commercial financial arrangements at any time during the course of the customer maintaining a credit account with the Supplier.

9. **OTHER CONTRACTS**

- (a) These terms and conditions are in addition to other remedies or rights the Supplier may have under any other contract with the Customer, including, without limitation:
 - (i) The right to re-enter under any lease;
 - (ii) The right to terminate any lease or licence; and
 - (iii) The right to exclude the Customer from property under any lease or licence.

- (b) If the Supplier has any remedy or right under any other contract with the Customer which is inconsistent with the provisions of these terms and conditions then the other contract prevails to the extent of any inconsistency.

10. GENERAL PROVISIONS

- (a) The Customer will provide such security, and do all things necessary to provide such security, as may be required by the Supplier from time to time to guarantee the performance by the Customer of these Terms and Conditions for Credit.
- (b) Where the Customer is a partnership each partner shall be jointly and severally liable for the obligations of the Customer herein.
- (c) Where the Customer is an agent for a Principal the Principal shall be jointly and severally liable for the obligations of the Customer herein.
- (d) If the Customer receives money on trust for and on behalf of the Supplier such money will be clearly identified as money held on trust for the Supplier and will be diligently accounted for and passed on to the Supplier by the Customer within a reasonable period of its receipt by the Customer.
- (e) For the purpose of these terms and conditions any one term may be severed from the balance of the terms without effect to the balance of the Agreement should that particular term be deemed to be unenforceable.

11. RETENTION OF TITLE

- (a) For as long as the Customer's credit account has a debit balance all goods purchased from the Supplier since the last time the credit account had a nil balance remain the property of the Supplier and the Customer acknowledges and accepts that they have a fiduciary duty to the Supplier as bailee of the good.
- (b) The Customer acknowledges and accepts that upon taking custody and / or possession of any goods supplied by the Supplier to the Customer that the Customer accepts all risks associated with taking custody and / or possession and furthermore undertakes to insure the bailed goods.
- (c) For as long as the Customers credit account has a debit balance all goods purchased from the Supplier since the last time the credit account had a nil balance the proceeds from the sale by the Customer of any of the bailed goods will be held on trust for the Supplier by the Customer.
- (d) Should the Customer default on the terms and conditions of this agreement or become bankrupt, or be placed under the control of an Administrator, Controller, Receiver or Liquidator, or be subject to an application to wind it up, then the Supplier at its own election may enter upon the Customer's property including but not limited to real property owner or occupied by the Customer and ships and / or vessels owned or chartered by the Customer and whilst on the property may undertake such acts that are reasonably necessary to take possession of the Supplier's bailed goods.