



CONCRETE, GARDEN  
SUPPLIES & SKIP HIRE  
1300 MIDWAY

## CONFIDENTIAL CREDIT APPLICATION FORM

AEROLINK PROPERTY CORPORATION PTY LTD

Trading as Midway Mini Mix Concrete Garden and Building Supplies ABN: 88 022 702 036

1 Midway Lane, Sunshine 3020/Danaher Dr, Sth Morang  
and Midway Hire A Skip, 1 Midway Lane, Sunshine 3020

EMAIL: admin@midway.net.au

### SECTION 1:

*Enter all details relevant to your business.*

**Business Structure (Please circle one) – Sole Trader - Partnership - Company - Trust**

Applicant ("Customer") \_\_\_\_\_ ABN/ACN \_\_\_\_\_

Trading Name. \_\_\_\_\_

Postal Address \_\_\_\_\_

Business/Street Address \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Fax \_\_\_\_\_ Email (all invoicing via e-mail) \_\_\_\_\_

Year Business Commenced \_\_\_\_\_

Bank Name \_\_\_\_\_ BSB: \_\_\_\_\_ Account No.: \_\_\_\_\_

Nature of Business \_\_\_\_\_

Contracting/Building Licence No \_\_\_\_\_

### SECTION 2:

*Enter details for all Directors, Sole Traders and Business Partners.*

Name: \_\_\_\_\_ POSITION: \_\_\_\_\_

Residential Address: \_\_\_\_\_ PHONE: \_\_\_\_\_

Name: \_\_\_\_\_ POSITION: \_\_\_\_\_

Residential Address: \_\_\_\_\_ PHONE: \_\_\_\_\_

Name: \_\_\_\_\_ POSITION: \_\_\_\_\_

Residential Address: \_\_\_\_\_ PHONE: \_\_\_\_\_

Name: \_\_\_\_\_ POSITION: \_\_\_\_\_

Residential Address: \_\_\_\_\_ PHONE: \_\_\_\_\_

**SECTION 3:**

**Trade References**

NAME	COMPANY	FAX NO

**SECTION 4:**

**IDENTIFICATION**

*\*This section must be completed by **ALL APPLICANTS** listed and a copy of the Driver's Licence provided.*

1. (1st Applicant)

Drivers Licence

No. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Expiry \_\_\_\_\_

2. (2nd Applicant)

Drivers License

No. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Expiry \_\_\_\_\_

**Section 5:**

**ASSETS DETAILS**

*\*Enter assets and liability details. **MUST BE COMPLETED** by all applicants for application to proceed.*

**Tick boxes**

MOTOR VEHICLES:

1. Registration	_____	Estimate	_____
		\$	
2. Registration	_____	Estimate	_____
		\$	

PROPERTY:

<input type="checkbox"/> Land	Estimate	_____
	\$	
<input type="checkbox"/> House	Estimate	_____
	\$	
<input type="checkbox"/> Factory	Estimate	_____
	\$	
<input type="checkbox"/> Other	Estimate	_____
	\$	

TOOLS-List

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Estimate  
\$ \_\_\_\_\_

OTHER

- \_\_\_\_\_  
\_\_\_\_\_

Value \$ \_\_\_\_\_

**Total Value**  
\$ \_\_\_\_\_

**Enter Details of Liabilities.**

LIABILITIES		LIABILITIES	
DESCRIPTION	\$ AMOUNT	DESCRIPTION	\$ AMOUNT
1.		1.	
2.		2.	
3.		3.	
TOTAL		TOTAL	

**SECTION 6:**

Estimated Monthly Credit Requirements \$ \_\_\_\_\_

**CREDIT ACCOUNT TERMS AND CONDITIONS**

**1. Interpretation**

- (a) "Supplier" means Aerolink Property Corporation Pty Ltd trading as Midway Mini Mix Concrete Garden and Building Supplies or any of its related bodies corporate (as defined by the Corporations Act 2001) or assigns from whom Goods are purchased.
- (b) "Customer" means the party making this application named in Section 1
- (c) "Goods" means goods ordered by the Customer from the Supplier including services provided by the Supplier to the Customer.
- (d) "Terms" means these terms and conditions of sale.
- (e) "Order" means any request or order for the supply of the Goods by the Supplier.
- (f) "Credit Facility" means any credit account provided by the Supplier at its discretion to the Customer.

**2. General**

- (a) These Terms are the only terms by which Goods will be sold by or through the Supplier to the Customer.
- (b) The terms set out in this form will apply to credit extended by Aerolink Property Corporation Pty Ltd and any of its related bodies corporate (as defined by the Corporations Act 2001) or assigns, and the Customer's signed application will be evidence of the Customer's agreement to that effect.
- (c) By placing an Order with the Supplier a Customer agrees to accept and be bound by these Terms. Any terms other than those implied by law will not be binding upon the Supplier.
- (d) The Supplier reserves the right to amend these Terms from time to time without prior notice to the Customer.
- (e) The non exercise or delay in exercising any power or right by the Supplier does not operate as a waiver of that power or right nor does any single exercise of a power or right preclude any other or further exercise of it or the exercising of any other power or right. A power or right may only be waived in writing signed by the parties to be bound by the waiver.
- (f) If there is any inconsistency (whether expressly referred to or implied from these sales conditions or otherwise) between the provisions of these Terms and those of any document of the Customer these Terms prevail to the extent of the inconsistency.
- (g) The Supplier may from time to time at its absolute discretion vary the Terms.
- (h) The Supplier reserves the right at its absolute discretion to add to or remove from its range of products (including the Goods supplied to the Customer) at anytime without notice to the Customer.

**3. Payment**

- (a) The Customer must pay the Supplier for Goods within 14 days from the date shown on the Supplier's Statement of account (Payment Date).
- (b) If an invoice is not paid by the Payment Date, the Supplier reserves the right to charge interest on unpaid invoices at a rate 2% higher than the rate fixed under division 2 of the *Penalty Interest Rate Act 1983*.
- (c) In the event that the Customer seeks to effect payment through the use of a credit card facility which is accepted by the Supplier, and the Customer thereafter instructs its credit provider to stop payment, any charges which may be thereafter imposed by the Customer's credit provider to the Supplier, shall be costs which will become due and payable immediately by the Customer.

#### **4. Assignment**

- (a) The Customer can not assign its rights or obligations set out in these Terms.
- (b) The Customer must advise the Supplier in writing of any changes in its business structure as shown in this application within two (2) business days of such change occurring. The person or entity, shown in the Supplier's records as the Customer remains liable to the Supplier for Goods supplied until the Supplier has accepted a fresh credit application from the person or entity operating the new business structure.
- (c) If the Customer fails to observe either of the above terms, or the Customer has made a misrepresentation to the Supplier or given information which is untrue, credit facilities may be withdrawn and all charges made to the Customer's account will become due immediately.

#### **5. Security**

- (a) The Customer agrees to charge all their interest in any freehold property held now by the Customer alone or jointly with anyone or acquired by the Customer at any time hereafter in favour of the Supplier and which relates to any account held with the Supplier whatsoever including previous, continuing, and/or future provision of credit by the Supplier, and the Customer specifically authorize the Supplier to lodge a Caveat against any dealings with any such property.
- (b) If the Customer is in default of these terms the Supplier may demand and the Customer agrees to deliver to the Supplier within seven (7) days of demand, a properly executed Mortgage in registerable form over the Customer's interest in any freehold property.

#### **6. Retention of Title**

- (a) Unless the Supplier specifies otherwise in writing, all Goods supplied to the Customer will remain the property of the Supplier until the full purchase price is paid to the Supplier. The Supplier will have the right to retake possession of Goods, which have not been paid for, in accordance with the Supplier's terms of payment. If prior to transfer of title, the Customer sells the Goods or uses the Goods in some manufacturing or constructing process of its own or of a third party, this condition shall apply according to the whole, and the Customer will hold proceeds of such sale or process, as relates to the Goods in trust, for the Supplier. The Supplier shall be permitted to register its interest in such goods in the Personal Property Securities Register until payment has been made in full. The customer shall be entitled to sell the goods in its ordinary course of trade but the customer shall hold the proceeds of such sale as trustee for the Supplier and shall in the event that payment shall not otherwise have been made by the Customer to the Supplier account accordingly as trustee. The Customer acknowledges the Supplier may register its purchase money security interest in any goods to be supplied now and in the future to the Customer.

#### **7. Privacy Disclosure And Consent**

- (a) The Customer Consents to and authorises the Supplier as follows:-
  - i. To obtain information about its commercial credit worthiness from its bank or any trade referee disclosed in this document and any other credit provider and credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee.
  - ii. To use, disclose or exchange with other credit providers information about its personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor or any person signing), monitor credit worthiness and collect overdue accounts.
  - iii. To disclose the contents of a credit report by a credit agency reporting to the Supplier's solicitors or mercantile agents.
- (b) The Supplier is bound by and complies with the National Privacy Principles in relation to the collection and disclosure of information regarding individuals. If you or a Guarantor do not provide the personal information requested in this document, the Supplier may be unable to process the application.

#### **8. Governing Law**

- (a) These Terms shall be governed and construed in accordance with the laws of Victoria. Any proceedings against the Supplier must be brought only in the State of Victoria and within 6 months from the date of delivery of the Goods and no such proceedings can be commenced unless written notice of the substance of the Claim has been given to the Supplier within 14 days after the Goods have been delivered.
- (b) If any part of these Terms are unenforceable such unenforceability shall not affect any other part of these Terms.

#### **9. Warranties & Liabilities**

- (a) The Supplier gives no representation or warranty in relation to the Goods and the Customer acknowledges that it has not relied on any representation or warranty made on behalf of the Supplier in relation to the Goods. The Competition And Consumer Act 2010 and the State or Territory Legislation implies certain conditions and warranties into these Terms for the benefit of the Customer (Statutory Warranties). To the extent permitted by the law Statutory Warranties:-
  - (i) are expressly excluded;
  - (ii) the liability of the Supplier (if any) arising from the breach of the Statutory Warranties is restricted to:-
    - (A) the replacement of the Goods or the supply of the equivalent Goods;
    - (B) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
    - (C) Repayment of any part of the Purchase Price of those Goods which has been paid by the Customer, by credit to the Customer's account, in cash or by cheque at the Supplier's absolute discretion.
- (b) Subject to the Statutory Warranties it is the responsibility of the Customer to ensure that the Goods are sufficient, suitable and fit for the Customer's purpose.
- (c) The Supplier its officers, employees or agents are not liable for any loss or damage of any kind whatsoever including without limitation, consequential or economic loss or loss of profits even if due to the negligence to the Supplier, its officers, employees or agents arising out of or in connection with the supply of Goods. This exclusion extends to any promotion activities advertising statement about the Goods or their performances or characteristics of or by the Customer.

#### **10. Termination**

- (a) The Supplier may terminate any agreements and the credit facilities with any Customer at any time by giving written notice to the Customer of the termination.

(b) Termination of this Agreement will not prejudice any accrued rights or liabilities of the party.

**11. Goods and Services Tax**

(a) In this clause GST means the tax imposed or sought to be imposed by the GST Acts.

(b) GST Acts means A New Tax System Goods and Services Act 1999 and the related imposition and acts of the Commonwealth. Any term used in this clause which is defined meaning in the GST Acts shall have the same meaning in this clause as ascribed to that term in the GST Act.

(c) If GST is imposed on any supply made by the Supplier the Customer must pay to the Supplier and in addition to any other consideration for that supply an amount not greater than the amount equal to the GST payable by the Supplier in connection with that supply as determined by the Supplier in good faith and not in contravention of the law

**CUSTOMER SIGNATURE/S AND SUPPLIER EXECUTION**

Application is hereby made for a credit account. I/We agree to be bound by the above terms, and consent to the terms under the Privacy Act 1988. as detailed in Clause 7 of the Terms and conditions above. I/We acknowledge that the Supplier might in future acquire additional subsidiaries, which may supply Goods to me on credit, and I/We agree that the above terms will apply to the purchase of those goods.

I/WE warrant that I am/we are authorised to sign this Credit Application on behalf of the Customer:

.....  
Signature

.....  
PRINT NAME IN BLOCK LETTERS

.....  
Position

.....  
Signature Witness

.....  
PRINT NAME IN BLOCK LETTERS

.....  
Position

**EXECUTED by the Supplier** by being signed by those persons who are authorised to sign for and on behalf of the Supplier:

.....  
(name)

.....  
(position held)

.....  
(signature)

.....  
(date)

**PERSONAL GUARANTEE AND INDEMNITY AGREEMENT**

TO: Aerolink Property Corporation Pty Ltd trading as Midway Mini Mix Concrete Garden and Building Supplies and to each related body corporate of Aerolink Property Corporation Pty Ltd including Midway North Pty Ltd (“the Supplier”) or its assignees .

<b>Guarantor(s)</b>	
Name:	.....
Address:	.....
Name:	.....
Address:	.....

The Guarantor(s) Consents to and authorises the Supplier as follows:-

- i. To obtain information about its commercial credit worthiness from its bank or any trade referee disclosed in this document and any other credit provider and credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee.
- ii. To use, disclose or exchange with other credit providers information about its personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor or any person signing), monitor credit worthiness and collect overdue accounts.
- iii. To disclose the contents of a credit report by a credit agency reporting to the Supplier’s solicitors or mercantile agents.

The Supplier is bound by and complies with the National Privacy Principles in relation to the collection and disclosure of information regarding individuals. If you or a Guarantor do not provide the personal information requested in this document, the Supplier may be unable to process the application.

I/WE the undersigned have requested the Supplier to supply.....trading as.....of.....(“the Customer”)

I/WE, the Guarantor(s), acknowledge that the Credit Account Terms and Conditions in the attached Sale Agreement have been provided to the Customer by the Supplier and that I/we have read and understood them. In consideration of The Supplier supplying goods on credit to the Customer I/we:-

1. Agree that if the Customer at any time fails to pay any money due to the Supplier or fails to perform or observe any term or condition of the sale to be performed by the Customer I/we shall forthwith pay to the Supplier all money due and payable by the Customer to the Supplier. No demand by the Supplier for payment shall be necessary.
2. Agree to indemnify the Supplier for any money due to the Supplier by the Customer under or relating to any sale or credit granted by the Supplier to the Customer including expenses, interest and legal costs incurred by the Supplier arising out of enforcement of this guarantee and indemnity as a result of the Customer’s failure to perform or observe any term or condition of credit or sale with the Supplier.
3. Agree that this guarantee and indemnity is a continuing guarantee and indemnity and will not be invalidated, released or discharged by any event which would or might so invalidate, release or discharge the guarantee and indemnity, including but not limited to the giving of time, the variation of terms and conditions of credit or sale, the alteration of the composition of the Customer or the release of the Customer or any co-guarantor.
4. Understand that this guarantee and indemnity binds me/us personally, and jointly and severally as the case may be.
5. Acknowledge and warrant that I/we have executed this guarantee and indemnity voluntarily, have read it and understand its true nature and effect and have obtained, or are aware of my/ our right to obtain and have had the opportunity of obtaining legal advice before signing this guarantee and indemnity.
6. Herby agrees to charge all my/our interest in any freehold property held now by the Guarantors alone or jointly with anyone or acquired by the guarantors at any time hereafter in favour of the Supplier and which relates to any account held with the Supplier

whatsoever including previous, continuing, and/or future provision of credit by the Supplier, and the Customer specifically authorize the Supplier to lodge a Caveat against any dealings with any such property.

7. If the Customer is in default of these terms the Supplier may demand and I/we agree to deliver to the Supplier within seven (7) days of demand, a properly executed Mortgage in registerable form over the my/our interest in any freehold property in which I/we have an interest.
8. Agree that a certificate signed on behalf of the Supplier as to the amount owing by the Customer on a specific day or the occurrence of a specific event will be binding on the Guarantor(s) in the absence of a manifest error. A judgment, order, award or certificate binding on the debtor is also binding on the guarantor.

**All Guarantors are to attach copy of Drivers License**

(1)  
**SIGNED SEALED & DELIVERED** by (print name) \_\_\_\_\_ Sign X.....

Witnessed in the presence of (Print name) \_\_\_\_\_ Sign X.....

(2)  
**SIGNED SEALED & DELIVERED** by (print name) \_\_\_\_\_ Sign X.....

Witnessed in the presence of (Print name) \_\_\_\_\_ Sign X.....

Midway Office Use Only

CC	MS	CS	DL	CN