



Nicholas Agency & Co. Pty Ltd.

ABN: 67 002 950 432

PO Box 330 / 10 Barry Ave, Mortdale NSW 2223 Australia

Email: info@nf.net.au • Web: www.nf.net.au

Phone: (02) 9579 2200 • Fax: (02) 9579 2100

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name (if different from above):				
Physical Address:				
			State:	Postcode:
Billing Address:				
			State:	Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
ABN:		ACN:		Date Established <i>(current owners)</i> :
Nature of Business:				
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:		Home Phone No:		Mobile No:
(2) Full Name:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:		Home Phone No:		Mobile No:
Account Terms: <input type="checkbox"/> 30 Days Nett <input type="checkbox"/> Proforma <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Purchase Order Number Required?		<input type="checkbox"/> YES <input type="checkbox"/> NO		Day of Week in office: Mo / Tu / We / Th / Fr
Accounts Contact:			Phone No:	
Accounts Payable Email:			Bank and BSB:	
Email Address To Send Invoices:			Account No:	
Trade References: <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Nicholas Agency & Co Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.**

SIGNED (CUSTOMER): _____ **SIGNED (Nicholas Agency):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ **Name:** _____ **Date:** _____

OFFICE USE ONLY				
DATE RECEIVED	METHOD RECEIVED	APPROVED BY	DATA INPUTTED	PPSR DATE & REF
/ /			/ /	/ /



PERSONAL / DIRECTORS GUARANTEE AND INDEMNITY

IN CONSIDERATION of Nicholas Agency & Co Pty Ltd and its successors and assigns ("NA") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

[Insert Company Name]

("the Customer")

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

- 1. GUARANTEE** the due and punctual payment to NA of all monies which are now owing to NA by the Customer and all further sums of money from time to time owing to NA by the Customer in respect of goods and/or services supplied or to be supplied by NA to the Customer or any other liability of the Customer to NA, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with NA, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to NA, the Guarantor will immediately on demand pay the relevant amount to NA. In consideration of NA agreeing to supply the goods and/or services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to NA registering any interest so charged. The Guarantor irrevocably appoints NA and each director of NA as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which NA may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY** NA on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, NA in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to NA by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to NA's nominees contract default fee and legal costs; or
 - (c) monies paid by NA with the Customer's consent in settlement of a dispute that arises or results from a dispute between, NA, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by NA to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood NA's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 4. 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 monies owing to NA by the Customer and all obligations herein have been fully paid satisfied and performed.**
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on NA's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named 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 Customer's obligations to NA, each Guarantor shall be a principal debtor and liable to NA accordingly.**
- 6. If any payment received or recovered by NA is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and NA shall each be restored to the position in which they would have been had no such payment been made.**
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named 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.**
- 8. 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 Customer to NA.**
- 9. I/we irrevocably authorise NA to obtain from any person or company any information which NA may require for credit reference purposes. I/We further irrevocably authorise NA to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with NA as a result of this Guarantee and Indemnity being actioned by NA.**
- 10. The above information is to be used by NA for all purposes in connection with NA considering this Guarantee and Indemnity and the subsequent enforcement of the same.**

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

- Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member



DELIVERY INSTRUCTIONS & SITE REQUIREMENTS

BUSINESS INFORMATION

Trading Name:		
Address:		Suburb:
State:	Postcode:	Telephone:
Contact Name(s):		

TRANSPORT

<input type="checkbox"/> Nicholas Agency To Organise Courier	
<input type="checkbox"/> Pick Up from Nicholas Agency	
<input type="checkbox"/> Own Courier (<i>please provide carrier details and account number below</i>)	
<input type="checkbox"/> Carrier will pick up from Nicholas Agency	<input type="checkbox"/> Nicholas Agency to deliver to carrier
Carrier Name:	Account Number:
Best Contact:	Telephone:
Address:	

UNLOADING INSTRUCTIONS

<input type="checkbox"/> Hand Unload Required
<input type="checkbox"/> Forklift Available Onsite
<input type="checkbox"/> Tailgate Lifter Required, Pallet Jack Into Store

DELIVERY LOCATION

<input type="checkbox"/> Business Address On File		<input type="checkbox"/> Other (<i>please specify below</i>)	
Opening Time:		Closing Time:	
Loading Dock Details:			
Height Restrictions At Loading Dock:			
<input type="checkbox"/> Residential Address (<i>please tick one below</i>)			
<input type="checkbox"/> Booking Required.		Contact Name:	PH: ()
<input type="checkbox"/> Authority To Leave If Unattended			

ADDITIONAL INFORMATION

Any useful information or specific instructions e.g. warehouse information, where to leave items if unattended, etc.:



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EASY BILLING CREDIT CARD AUTHORISATION AGREEMENT

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf.

Our easy billing options give you **DISCOUNTS**, which means **MORE MARGIN** without the need to worry about when your bill is due.

- **DISCOUNTS** – meaning cheaper products, which equals better sales and more profit in your pocket
- **AUTOMATIC BILLING** – gives you more time to concentrate on those more important things like selling product & making money.
- **RECONCILING** – never forget a credit again, we'll automatically deduct any outstanding credits from your payment & email you receipt.

Just fill out the form below, selecting the discount option you want, fax, email or post it back to us, and we'll do the rest of the work for you.

Trying to make your life just that little bit easier ...

Customer's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name:				
Physical Address:				
			State:	Postcode:
Billing Address:				
			State:	Postcode:
Email Address:				
PAYMENT OPTIONS:				
<input type="checkbox"/>		Pro-Forma Payment	5% DISCOUNT*	
<input type="checkbox"/>		7 Days From Date of Invoice	3.5% DISCOUNT* ^	
<small>*Discounts not applicable on freight charge. - Discounts only applicable to orders over \$500.00. - Not valid on opening orders. ^ Requires a completed Credit Application to be submitted.</small>				
CREDIT CARD AUTHORISATION: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex (3% surcharge applies)				
Card Number:			Expiry Date:	
CVC: (3 Digit Number on Back, for Amex 4 digit on Front)				
I authorise Nicholas Agency & Co. Pty Ltd. to arrange on-going payment of my account by debiting the credit card detailed above according to the automatic credit card payment option selected above.				
I acknowledge that Nicholas Agency & Co. Pty Ltd. may terminate this agreement at any time by written or verbal notice and that if this occurs I, the client, must adopt an alternative method of payment. This agreement will remain in place until such time that the credit card expires or a request to terminate the agreement is made in writing to Nicholas Agency & Co. Pty Ltd. no later than Seven (7) days prior to the payment date.				
I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Nicholas Agency & Co. Pty Ltd. which form part of, and are intended to be read in conjunction with this 'Easy Billing Credit Card Authorisation Agreement' and agree to be bound by these conditions.				
Cardholders Name:				
Cardholder's Signature:			Date:	
OFFICE USE ONLY				
DATE RECEIVED	METHOD RECEIVED	APPROVED BY	DATA INPUTTED	ADDITIONAL NOTES
/ /			/ /	