



A.B.N. 14 104 344 390

29 Yallourn St FYSHWICK ACT 2609 Ph: 02 6239 2002 Fax: 02 6239 2012 Email: accounts@actrecycling.com.au

# APPLICATION FOR CREDIT

I/We hereby make an application to establish credit facilities with ACT Recycling Pty Ltd as follows:					
<b>Company Name:</b>				<b>ABN:</b>	
<b>Trading As:</b>				<b>ACN:</b>	
<b>Structure:</b>		<input type="checkbox"/> Public Company <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader			
<b>Nature of Business:</b>			<b>Date Business Commenced:</b>		
<b>Business Address:</b>					
<b>Postal Address:</b>					
<b>Phone:</b>		<b>Fax:</b>		<b>Mobile:</b>	
<b>Accounts Contact:</b>			<b>Purchasing Officer:</b>		
<b>Email Address:</b>					
<b>Details of (please tick):</b> <input type="checkbox"/> Directors <input type="checkbox"/> Partners <input type="checkbox"/> Sole Trader <i>(all persons carrying on the business)</i>					
<b>1. Name in Full:</b>				<b>Date of Birth:</b>	
<b>Position/Occupation:</b>				<b>Drivers Licence No.:</b>	
<b>Residential Address:</b>					
<b>2. Name in Full:</b>				<b>Date of Birth:</b>	
<b>Position/Occupation:</b>				<b>Drivers Licence No.:</b>	
<b>Residential Address:</b>					
<b>3. Name in Full:</b>				<b>Date of Birth:</b>	
<b>Position/Occupation:</b>				<b>Drivers Licence No.:</b>	
<b>Residential Address:</b>					
<b>Bank:</b>		<b>Branch:</b>		<b>Account No.:</b>	
<b>Name of Account:</b>				<b>Phone No.:</b>	
<b>Accountant:</b>				<b>Phone No.:</b>	
<b>Trade References</b>					
<b>1</b>		<b>Phone:</b>		<b>Fax:</b>	
<b>2</b>		<b>Phone:</b>		<b>Fax:</b>	
<b>3</b>		<b>Phone:</b>		<b>Fax:</b>	
<b>The following truck registration numbers are to be linked to my account:</b>					

# Terms & Conditions of Trading

1. Definition of clean fill: "All clean fill must be naturally excavated material. It does not include inert waste or contaminated soils. ACT Recycling reserves the right to reject clean fill if contaminated with other materials or if the material is judged by ACT Recycling to be over wet or otherwise unsuitable for its intended use".
2. Any loads found to be unsuitable for clean fill by ACT Recycling staff onsite, will be altered in the ACT Recycling billing system on site and rendered directly to the account of the vehicle registration holder or the Customer at the applicable waste material rate. ACT Recycling will in no way be accountable for any such loads.
3. ACT Recycling reserves the right to charge the applicable rate for any materials that are not accepted by ACT Recycling Pty Ltd (as per price list), along with the cost involved in transferring the material to the appropriate site at Mugga Lane WMF.
4. Where an account holder fraudulently quotes an account number, their account will be closed with ACT Recycling Pty Ltd immediately.
5. Trading terms are net (30) thirty days from end of month of purchase, and if the account exceeds the trading terms it could be suspended or closed without notice.
6. Any amount not paid by the due date will, at the discretion of the supplier, be subject to interest, charged at 1.25% per month.
7. Credit applicant agrees to pay all costs incurred in connection with recovery of amounts overdue, including court costs and solicitor's fees.
8. Product being carried into or out of Mugga Lane WMF must be quoted correctly to weighbridge operator. Where product received is different to that printed on the weighbridge docket, you will be charged at the applicable rate along with the cost involved in transferring the material to the appropriate area for recycling.
9. Where an account holder fraudulently quotes what product is being carried, their account will be suspended indefinitely or closed immediately.
10. I/We authorize ACT Recycling Pty Ltd to investigate the references listed pertaining to my/or credit and financial history and to carry out any further investigation, including obtaining information from a credit reporting agency or disclosing information to a credit reporting agency about our credit application, now or from time to time as it may be fit (Section 18K(l)(b) Privacy Act 1988).
11. The Customer hereby indemnifies ACT Recycling Pty Ltd in respect of any claims or actions arising out of the giving or receiving of information concerning the Customer as outlined above.
12. I/We agree to ACT Recycling Pty Ltd obtaining personal information about me/us from other credit providers whose names I/we have provided for ACT Recycling Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit, made to the company.

If you fail to observe the above terms, or; have made a representation to us or given us information which is untrue, then credit facilities may be withdrawn, and all charges made to your account will become due immediately.

Application is hereby made for a credit account and I/we agree to be bound by the above terms & conditions.

Signed by all partners, directors or sole trader (as applicable).

Please Affix Company Seal

1. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witnessed by

\_\_\_\_\_  
Print Signatory's Name and indicate if  
( ) Sole Trader ( ) Partner ( ) Director

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Residential Address of Witness

2. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witnessed by

\_\_\_\_\_  
Print Signatory's Name and indicate if  
( ) Sole Trader ( ) Partner ( ) Director

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Residential Address of Witness

3. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witnessed by

\_\_\_\_\_  
Print Signatory's Name and indicate if  
( ) Sole Trader ( ) Partner ( ) Director

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Residential Address of Witness

OFFICE USE ONLY					
<b>Account No.:</b>		<b>Credit Limit Approved:</b>	\$		
<b>Approved Signatory:</b>					
<b>Price List provided to Customer:</b>	Yes / No	<b>Date Provided:</b>		<b>Provided By:</b>	
<b>Details Entered into:</b>	<b>NWS: Yes / No</b>		<b>Accounting: Yes / No</b>		

# CONFIDENTIAL

## GUARANTEE AND INDEMNITY

To: ACT RECYCLING PTY LTD

I/We the undersigned have requested you to supply .....  
(Name of Customer)

of ..... ("the customer")  
(Address of Customer)

with goods on credit. Should ACT Recycling Pty Ltd (*"the supplier"*) elect to do so then:

1. I/We indemnify the Supplier against any losses, costs, charges and expenses of any nature which it might incur as a result of any default of the Customer.
2. I/We will also be responsible to the Supplier for all outstanding monies due now or at any time in the future for goods which have been supplied or may have been supplied from time to time.
3. Both My/Our indemnity and My/Our Guarantee are continuing security and will not be affected;
  - a. If the Supplier;
    - i. Grants an extension of time or other indulgence to the Customer;
    - ii. Refuses further credit to the Customer;
    - iii. Varies the terms of the Customer's account or the arrangement between the Supplier and the Customer are changed in any way (even if this increases my liability under this guarantee and indemnity);
  - b. By the release of any of the guarantors or if this guarantee is unenforceable against any one or more of the guarantors;
  - c. If any payment by the Customer is later avoided by law.
4. I/We agree that each application for credit made by the Customer to any of you as a Supplier shall be deemed to have been accepted from the date of your first invoice to the Customer and without further notice to me this Agreement shall immediately have effect as an agreement under seal between me and each of you which becomes the Supplier.
5. This guarantee and indemnity extends to credit given to the Customer in the future by a company which is not now, but is then an ACT Recycling Pty Ltd subsidiary and may in such case be enforced by ACT Recycling Pty Ltd.
6. This guarantee may only be withdrawn by giving you fourteen days' notice in writing by certified mail but will continue in force in respect of all debt incurred by the Customer up to the date of withdrawal.
7. I/We agree that before providing credit to the Customer, you may seek from a credit agency a credit report containing personal information about me to assist in deciding whether to accept me as a guarantor for the Customer.
8. In this guarantee and indemnity: Goods include services; and Singular words include the plural and vice versa and where there is more than one guarantor they shall be bound jointly and severally.

-----continued next page-----

**SIGNED SEALED AND DELIVERED by**

\_\_\_\_\_ of  
(print name of guarantor)

\_\_\_\_\_  
(address of guarantor)

\_\_\_\_\_  
(signature of guarantor)

Dated: \_\_\_\_\_

**In the presence of:-**

\_\_\_\_\_  
(print name of witness)

\_\_\_\_\_  
(residential address of witness)

\_\_\_\_\_  
(signature of witness)

**SIGNED SEALED AND DELIVERED by**

\_\_\_\_\_ of  
(print name of guarantor)

\_\_\_\_\_  
(address of guarantor)

\_\_\_\_\_  
(signature of guarantor)

Dated: \_\_\_\_\_

**In the presence of:-**

\_\_\_\_\_  
(print name of witness)

\_\_\_\_\_  
(residential address of witness)

\_\_\_\_\_  
(signature of witness)