499 Mugga Lane SYMONSTON ACT 2609
Ph: 02 6239 7916
Email: invoices@actrecycling.com.au

CREDIT APPLICATION

Date:		
Yes / No	Establish credit facilities with A.C.T. Recycling Pty Ltd ("ACT Recycling") ACN 104 344 390 / ABN 14 104 344 390	Complete All Sections
Yes / No	Change of Ownership	Complete Section 1, 2, 4, 5 & 6
Yes / No	Credit Limit Increase	Complete Section 1, 2 – Increase Limit to, 4 & 6

SECTION 1: CUSTOMER DETAILS

Company Name:		**ABN:**	
Trading As:		**ACN:**	
Structure:	❑ Public Company ❑ Company ❑ Partnership ❑ Sole Trader		
Nature of Business:		**Date Business Commenced:**	
Business Address:			
Postal Address:			
Phone:		**Mobile:**	
Accounts Contact:		**Purchasing Officer:**	
Accounts Email:			

SECTION 2: OWNER DETAILS

Details of (please tick): ❑ Directors ❑ Partners ❑ Sole Trader ***(all persons carrying on the business)***

1. Name in Full:		**Date of Birth:**	
Position/Occupation:		**Drivers Licence No.:**	
Residential Address:			
2. Name in Full:		**Date of Birth:**	
Position/Occupation:		**Drivers Licence No.:**	
Residential Address:			
Bank:		**Branch:**	
Accounts Email:		**Invoice Preference:**	MAIL OR EMAIL
Credit Limit Required:	$	**Increase Limit to:**	$

SECTION 3: TRADE REFERENCE

1		**Email:**		**Phone:**	
2		**Email:**		**Phone:**	
3		**Email:**		**Phone:**	
The following truck registration numbers are to be linked to my account:					

SECTION 4: GUARANTEE AND INDEMNITY

CONFIDENTIAL

This guarantee is given in connection with the provision of commercial credit and is not regulated by the *National Consumer Credit Protection Act 2009* (Cth).

To: A.C.T. RECYCLING PTY LIMITED ACN 104 344 390 *("Supplier")*

I/We the undersigned have requested you to supply ……
(Name of Customer)
of .....*("the customer")*
(Address of Customer)

with the service of receipt of waste disposal products on credit. Should the Supplier elect to do so then:

1. I/We indemnify the Supplier against any losses, costs, charges, damages and expenses of any nature which it might incur arising from any default of the Customer.

2. I/We acknowledge we are responsible to the Supplier for all outstanding monies due now or at any time in the future for services 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; and
    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 the Supplier shall be deemed to have been accepted from the date of the first invoice issued to the Customer.

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 a subsidiary of the Supplier and may in such case be enforced by the Supplier.

6. This guarantee may be withdrawn by giving fourteen days' notice in writing but will continue in force in respect of all debt incurred by the Customer up to the date of withdrawal.

7. I/We consent to the Supplier obtaining a credit report containing personal information about me/us from a credit reporting body (as defined in the *Privacy Act 1988* (Cth)) for the purpose of assessing this guarantee.

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.

9. The Guarantor acknowledges that they have had the opportunity to obtain independent legal and financial advice before signing this guarantee and indemnity.

SIGNED SEALED AND DELIVERED by

(1) _____ Dated: _____ / _____ / _____
(print name of guarantor)

_____ _____
(address of guarantor) (signature of guarantor)

(2) _____ Dated: _____ / _____ / _____
(print name of guarantor)

_____ _____
(address of guarantor) (signature of guarantor)

In the presence of:-

_____ Dated: _____ / _____ / _____
(print name of witness)

_____ _____
(address of witness) (signature of witness)

SECTION 5: PROHIBITED MATERIALS

CONDITIONS OF DELIVERING CONSTRUCTION & DEMOLITION MATERIALS TO ACT RECYCLING

To meet legislative requirements and to ensure the health and safety of our employees, clients, visitors and the community, the following items are banned from being disposed of at our facility.

PROHIBITED MATERIALS	REASON FOR PROHIBITION
ASBESTOS	Health and Safety requirements. Not licensed to Handle
INSULATION & DUCTING	Health and Safety requirements. Not licensed to Handle
RECHARGEABLE BATTERIES/LITHIUM/NICAD	Explosion Fire Hazard
Radioactive Materials	Health and Safety requirements. Not licensed to Handle
Explosives	Health and Safety requirements. Not licensed to Handle
Pressure vessels: Gas Cylinders LPG Tanks	Health and Safety requirements. Environmental Hazard. Not licensed to Handle
Accumulators	Health and Safety requirements. Not licensed to Handle
Flammable chemicals or materials, including residuals in drums or tins	Health and Safety requirements. Environmental Hazard. Not licensed to Handle
Corrosive materials	Health and Safety requirements. Not licensed to Handle
Toxic, poisonous or infectious materials	Health and Safety requirements. Environmental Hazard
Hazardous materials	Health and Safety requirements. Environmental Hazard. Not licensed to Handle
Refrigerants or ozone depleting gases	Health and Safety requirements. Environmental Hazard. Not licensed to Handle
Chemicals, including residuals in drums or tins	Health and Safety requirements. Environmental Hazard. Not licensed to Handle
Electronic Waste	Not licensed to Handle
Tyres	Not licensed to Handle
Boilers (without asbestos free certificate)	Health and Safety requirements. Not licensed to Handle
Transformers (without PCB free certificate)	Health and Safety requirements. Environmental Hazard
Storage Tanks (without clean certificate)	Health and Safety requirements. Environmental Hazard
CCA timbers (treated)	Health and Safety requirements. Environmental Hazard

The Customer agrees not to supply prohibited materials to ACT Recycling. If prohibited materials are supplied to ACT Recycling, then the Customer is liable for all costs associated with the removal and disposal of the materials, and all additional cleanup costs. If the supply of prohibited materials results in damage to ACT Recycling products, infrastructure or equipment, or injury to site personnel or visitors, then the Customer is liable for these and consequential costs and prosecution.

The Customer acknowledges that delivery of prohibited materials may constitute an offence under the *Environment Protection Act 1997* (ACT) or other relevant legislation and may be reported by ACT Recycling to the relevant regulatory authority.

The Customer acknowledges that the prohibiting of certain materials protects ACT Recycling employees, visitors and neighbours from the health and safety consequences that may occur if these materials were received or processed on site.

It is the responsibility of the Customer to unload all materials delivered on a customer's vehicle in a safe manner. ACT Recycling will only assist the Customer to unload materials if asked to do so. ACT Recycling may use machinery to unload materials from vehicles/trucks. The use of machinery may cause damage to vehicles/trucks. ACT Recycling and/or its employees, contractors or agents are not liable for any damage caused to vehicles while being unloaded.

If you are concerned about these risks, you must refuse ACT Recycling's assistance. ACT Recycling reserves the right to refuse to assist with the unloading of a Customers vehicle/truck.

All persons entering any site of ACT Recycling must comply with the *Work Health and Safety Act 2011* (ACT) and any site-specific safety requirements, including wearing appropriate personal protective equipment (PPE) as directed by ACT Recycling site personnel.

I have read, understand and agree to the above terms and conditions.

_____ X_____ _____

Customer Representative (PRINT NAME) Customer Signature Date

SECTION 6: TERMS & CONDITIONS OF TRADE

1. The following terms have the corresponding definitions:

    a. **C&D Materials** means construction and demolition waste generated from construction, renovation, repair, and demolition of houses, large building structures, roads, bridges, piers, dams and the like.

    b. **Clean Fill** means all naturally excavated material. It does not include inert waste or contaminated soils. ACT Recycling reserves the right to reject 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. Clean fill must meet the definition of Virgin Excavated Natural Material (VENM) as defined in the ACT Environment Protection Authority guidelines, or as otherwise approved by ACT Recycling.

    c. **Mugga Lane WMF** means the waste management facility located at 499 Mugga Lane Symonston ACT 2609;

    d. **Prohibited Materials** means the materials listed in section 5 of this agreement.

2. The Customer must comply with the Prohibited Materials conditions of delivering C&D Materials to ACT Recycling.

3. ACT Recycling reserves the right to charge the applicable rate for any materials that are not accepted (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 may be closed by ACT Recycling immediately.

5. Trading terms are net thirty (30) days from end of month of purchase. If the account exceeds the trading terms, the Supplier may suspend or close the account upon providing seven (7) days written notice to the Customer, except where the Supplier reasonably believes that urgent action is necessary to prevent further loss.

6. Any amount not paid by the Customer by the due date will, at the discretion of the Supplier, be subject to interest, charged at 1.25% per month.

7. The Customer agrees to pay all costs incurred by the Supplier in connection with recovery of amounts overdue from the Customer, including reasonable legal costs on a solicitor-client basis, provided that such costs are not disproportionate to the debt recovered.

8. Product being carried into or out of Mugga Lane WMF must be quoted by the Customer or its representative correctly to the weighbridge operator. Where product received is different to that printed on the weighbridge docket, the Customer may be charged at the applicable rate (for the product actually being delivered) along with the cost involved in transferring the material to the appropriate area for recycling.

9. Where a customer fraudulently quotes or misrepresents what product is being carried, the Customer's account will be suspended indefinitely or closed immediately.

10. I/We authorize ACT Recycling to collect, use, and disclose personal information (including obtaining information from, or disclosing information to, a credit reporting body) for the purposes of assessing the Customer's credit application, managing the credit account, and collecting overdue payments. ACT Recycling will handle all personal information in accordance with its Privacy Policy.

11. The Customer acknowledges ACT Recycling may collect, use and disclose information as described in clause 10 and, to the extent permitted by law, indemnifies the Supplier against any loss or damage arising from the provision of information by the Customer that is materially false or misleading.

12. I/We agree to ACT Recycling obtaining personal information about me/us from other credit providers whose names I/we have provided for ACT Recycling or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit, made to ACT Recycling..

13. Neither party shall be liable for any failure or delay in performing its obligations under these terms where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to natural disasters, government orders, pandemic, or regulatory changes affecting waste management operations.

14. Any dispute arising under these terms shall first be referred to senior management of both parties for resolution. If unresolved within 14 days, the parties agree to participate in mediation administered by the Resolution Institute before commencing any legal proceedings.

15. These terms and conditions are governed by and construed in accordance with the laws of the Australian Capital Territory and the parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

16. If any provision of these terms is found to be void or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

17. The Customer acknowledges that ACT Recycling operates under environmental authorisations issued pursuant to the Environment Protection Act 1997 (ACT) and the Waste Management and Resource Recovery Act 2016 (ACT). The Customer must comply with all applicable environmental laws and regulations when delivering materials to the facility.

18. Any variation to these terms must be agreed in writing by both parties. The Supplier may vary pricing in accordance with its published price list.

19. Transfer of Title to C&D Materials and **Clean Fill**
    a. The Customer acknowledges and agrees that, upon delivery of any C&D Materials or Clean Fill to ACT Recycling's site, all legal and beneficial title to, and property in, those C&D Materials and Clean Fill passes absolutely to ACT Recycling, free from any lien, charge, encumbrance, security interest (as defined in the Personal Property Securities Act 2009 (Cth)), or other competing interest of the Customer or any third party.

    b. The Customer warrants that at the time of delivery it is the legal owner of the C&D Materials or Clean Fill (or is otherwise authorised to deliver them) and that the C&D Materials / Clean Fill are free from any third-party claims or interests. Where the Customer is not the owner, the Customer warrants that it has obtained all necessary consents for the transfer of title to ACT Recycling.

c. Following the transfer of title under this clause, ACT Recycling may deal with the C&D Materials / Clean Fill in any manner it sees fit, including by processing, recycling, blending, stockpiling, selling, or disposing of them, without any further reference to the Customer.

20. Release of Claims upon Delivery

Upon delivery of C&D Materials / Clean Fill and the transfer of title in accordance with these terms, the Customer irrevocably and unconditionally releases and discharges ACT Recycling (including its officers, employees, agents, and contractors) from all claims, demands, liabilities, actions, suits, and proceedings of any kind arising out of or in connection with the delivered C&D Materials / Clean Fill, including (without limitation) any claims relating to the manner in which ACT Recycling processes, recycles, stores, blends, or disposes of the C&D Materials / Clean Fill after delivery.

a. The release in this clause does not extend to any liability of ACT Recycling arising from its own negligence, wilful misconduct, or fraud, or from any breach by ACT Recycling of a non-excludable statutory guarantee or obligation under the Australian Consumer Law.

b. The Customer acknowledges that the transfer of title and release provisions in these terms are reasonably necessary to protect the legitimate interests of ACT Recycling in operating a waste recycling facility, processing materials into recycled products, and managing its commercial and regulatory obligations under the Environment Protection Act 1997 (ACT) and the Waste Management and Resource Recovery Act 2016 (ACT).

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).

1. _____ _____

Guarantor Signature **Print Guarantors Name and indicate if**
( ) Sole Trader ( ) Partner ( ) Director

_____ _____ _____

Witnessed by **Name of Witness** **Residential Address of Witness**

2. _____ _____

Guarantor Signature **Print Guarantors Name and indicate if**
( ) Sole Trader ( ) Partner ( ) Director

_____ _____ _____

Witnessed by **Name of Witness** **Residential Address of Witness**

OFFICE USE ONLY			
Date Application Rec'd:		**Date Application Approved:**	
Trade Reference Results:			
Creditor Watch Rating:			
Approved by Finance Manager:		**Credit Limit Approved (up to $10000):**	**$**
Approved by General Manager:		**Credit Limit Approved:**	**$**
Date New Application Declined		**Reason:**	
Date Credit Limit Increase Declined:		**Reason:**	