

PLEASE COMPLETE AND RETURN

STRICTLY CONFIDENTIAL
All details must be inserted
If not applicable write N/A



Trading Name: Phone:
 A.B.N. Fax:
 Registered Business Name:
 Trading Address: Postcode:
 Postal Address for Statements: Postcode:

Manager's Name:	GIVEN NAME	SURNAME	CONTACT NO.	EMAIL ADDRESS:
Accounts Payable:	GIVEN NAME	SURNAME	CONTACT NO.	EMAIL ADDRESS:
Freight Contact:	GIVEN NAME	SURNAME	CONTACT NO.	EMAIL ADDRESS:

Entity Type: Sole Trader Partnership Private Company Public Company Trust Other
 (PLEASE TICK)

Type of Business:

Name, Private Address and Private Phone Number of Proprietors/Partners/Directors:

..... PHONE

Date Business Established: Paid Up Capital: \$

If Branch, Head Office Address:

If Part of Group, Name of Parent Company:

Anticipated Monthly Spend:

TRADE REFERENCES

Name	Address	Phone
(1)	<input type="text"/>
(2)	<input type="text"/>
(3)	<input type="text"/>

CONDITIONS

I/We:

- (a) certify that the information provided above in this application is complete and correct;
- (b) certify that I am/we are authorised by the Customer to apply for credit and sign this application on its behalf;
- (c) confirm that the directors or proprietors of the Customer have never been bankrupt, nor have they been involved as a director or manager of a company that has been wound up, entered into an arrangement with creditors or had a receiver or receiver and manager appointed; and
- (d) agree, if this application for credit is approved, to be bound by the following conditions.

1. DEFINITIONS

'Cirtrans' means Cirtrans Pty Ltd (ABN 15 146 575 840).

'Customer' means the applicant or applicants for credit whose particulars are set out in the 'Application for Trade Credit'.

'PPSA' means the *Personal Property Securities Act 2009* (Cth) as amended. Any term defined in the PPSA has the corresponding meaning in these conditions.

2. GENERAL

- (a) Unless otherwise agreed in writing by Cirtrans, any conditions of a Customer's order inconsistent with these conditions are expressly rejected by Cirtrans.
- (b) A quotation provided by Cirtrans will not constitute an offer to provide transport services or other goods or services to the Customer. No contract for the provision of transport services or other goods or services will exist between Cirtrans and the Customer until the Customer's order has been accepted by Cirtrans. Cirtrans may, in its absolute discretion, accept or refuse any order submitted by the Customer.
- (c) If there is any variation to any of the information supplied by the Customer to Cirtrans, or any change to the structure or nature of the Customer's business (such as the conversion from a partnership to a company) the Customer must immediately notify Cirtrans in writing and complete a new application for credit, which will be considered by Cirtrans.
- (d) Where the Customer is a trustee, the Customer agrees to produce a stamped copy of the trust deed (together with any amendments) within seven days of a request by Cirtrans. The Customer warrants that it has full power and authority to enter into this agreement on behalf of the trust and agrees to be bound by these conditions both personally and as a trustee, regardless of whether or not it discloses to Cirtrans that it is a trustee at the time of entering into this agreement.

3. TERMS OF CREDIT

- (a) The Customer must pay for all transport and storage services and other goods or services provided within 30 days of the date of the invoice or on such other terms as the Customer and Cirtrans agree in writing.
- (b) If the Customer defaults in making any payment in accordance with these conditions, then all money due to Cirtrans will immediately become due and payable. Cirtrans will be entitled to charge interest at the rate of 1.5% per calendar month compounded monthly on all overdue amounts from the due date for payment until the date of actual payment.
- (c) The Customer must pay any legal costs (on an indemnity basis), collection costs or dishonoured cheque fees incurred in relation to any default in payment by the Customer. In addition, the Customer must pay an administration fee of \$50 to Cirtrans in respect of any cheque that is dishonoured or any credit card payment that is reversed.
- (d) Cirtrans may withdraw or vary the terms of the Customer's credit facilities at any time without notice to the Customer or any guarantor of the Customer.

4. GRANT OF SECURITY INTEREST

- (a) The Customer charges and grants a Security Interest to Cirtrans in all of the Customer's right, title and interest in any property whatsoever and wheresoever both present and future as security for the payment of all money that is now or in the future owed by the Customer to Cirtrans. As security for the payment of any money that is now or in the future owed by the Customer to Cirtrans, the Customer irrevocably appoints as its duly constituted attorney Cirtrans' company secretary to execute in the Customer's name and as the Customer's attorney any real property mortgage, bill of sale or consent to any caveat and to do all things necessary to obtain the registration of any such document. The attorney may exercise any power conferred on the attorney by this power of attorney even if it involves a conflict of duty, the attorney has a personal interest or benefits from doing so and the Customer agrees to ratify anything done by the attorney under this power of attorney.
- (b) Where the Customer has previously entered into an agreement with Cirtrans by which the Customer has granted a charge, mortgage, security interest or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this agreement. Cirtrans may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms of this agreement.
- (c) In addition to any statutory lien, Cirtrans will have a general lien on any property of the Customer in the possession of Cirtrans for all sums now or in the future payable by the Customer to Cirtrans and for that purpose has the right to sell the property in the possession of Cirtrans, by public auction or privately without notice to the Customer.

5. CONDITIONS OF CARRIAGE/STORAGE

- (a) All services, including but not limited to transport and storage services, provided by Cirtrans are subject to Cirtrans' Conditions of Carriage/Storage. **The Customer acknowledges having received and read Cirtrans' Conditions of Carriage/Storage.**
- (b) The Customer agrees to indemnify and keep indemnified Cirtrans against any claim for damages resulting from or in any way connected with the entry of Cirtrans onto any property at the request of the Customer.

6. PPSA

- (a) The Customer and Cirtrans agree that Cirtrans is not required to respond to any request made under subsection 275(1) of the PPSA as the response would disclose information that is protected against disclosure by a duty of confidence and the Customer and Cirtrans further agree that neither Cirtrans or the Customer will disclose any information of the kind mentioned in subsection 275(1) of the PPSA.
- (b) The Customer waives any rights it would otherwise have under the PPSA under:

Customer initials:

- (i) section 95 to receive notice of intention to remove an accession;
 - (ii) section 118 to receive notice that Cirtrans intends to enforce its security interest in accordance with land law;
 - (iii) section 121(4) to receive a notice of enforcement action against liquid assets;
 - (iv) section 129 to receive a notice of disposal of goods by Cirtrans purchasing the goods;
 - (v) section 130 to receive a notice to dispose of goods;
 - (vi) section 132(1) to receive a statement of account following disposal of goods;
 - (vii) section 132(4) to receive a statement of account if no disposal of goods for each six month period;
 - (viii) section 135 to receive notice of any proposal of Cirtrans to retain goods;
 - (ix) section 137(2) to object to any proposal of Cirtrans to retain or dispose of goods;
 - (x) section 142 to redeem the goods;
 - (xi) section 143 to reinstate the security agreement; and
 - (xii) section 157(1) and 157(3) to receive a notice of any verification statement.
- (c) The Customer will, at the request of Cirtrans, sign documents and do such further acts as may be required for Cirtrans to register any security interest to which Cirtrans is entitled under the PPSA.

7. CERTIFICATE

- (a) A certificate in writing signed by Cirtrans' financial controller stating money payable by the Customer to Cirtrans will be prima facie evidence of the amount payable by the Customer.
- (b) The Customer agrees to accept service of any document required to be served including any notice under this agreement, under the Conditions of Carriage/Storage or the PPSA or any originating process by prepaid post to any address nominated in this application or any other address later notified to Cirtrans by the Customer.

8. ENTIRE AGREEMENT

This agreement sets out the entire agreement of the parties with respect to the provision of transport and storage services to the Customer and the provision by Cirtrans of credit to the Customer. Cirtrans will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of Cirtrans by an authorised officer of Cirtrans.

9. LAW

This agreement is governed by and is to be construed in accordance with the laws of the state of Queensland. The Customer irrevocably and unconditionally submits to the jurisdiction of the courts of Queensland. If a provision of this agreement or its application to a person or circumstances is invalid or unenforceable, then the remaining provisions remain enforceable and unaffected by the modification. If this is not possible, this agreement will take effect as if it did not include the offending provision.

Privacy Act 1988 (Cth)

Cirtrans Pty Ltd is committed to protecting the privacy of your personal information. You can access our full privacy policy at www.cirtrans.com

Our primary purpose for collecting your personal information is to assess your application for credit and, more generally, to provide you with packaging, storage, distribution or general freight and transport services.

We may also use or disclose the personal information for another purpose such as to keep records of transactions to assist in future enquiries and enhance our relationship with you. Our usual process of collecting your personal information for credit purposes is to collect it directly from you or your trade references.

Your personal information may be disclosed to other entities such as our subcontractors and agents, other service providers of freight and transport, government bodies (e.g. Centrelink), and insurance providers and brokers.

We do not generally disclose your personal information to overseas recipients apart from storing any information with a private cloud provider with data centres located in the United States of America. By signing these terms and conditions you consent to the disclosure of your personal information to our cloud provider, as a recipient that may store information outside of Australia, and acknowledge that if the cloud provider contravenes the *Australian Privacy Principles* it would not be accountable under the *Privacy Act* and you will not be able to seek redress under the *Privacy Act*.

If we consider it necessary, we may also disclose your credit information to a credit reporting body. The credit reporting bodies we disclose to include Creditor Watch and EzyCollect and you can contact them through their websites or contact us for further information.

These credit reporting bodies may include the information we disclose to them in reports provided to other credit providers to assist those credit providers in assessing your credit worthiness.

If you fail to meet your payment obligations in relation to the credit we provide you or if you commit a serious credit infringement, we may disclose this to one or more of the credit reporting bodies.

You can request that the credit reporting body not use your information for the purposes of pre-screening for direct marketing by another credit provider. You can also request the credit reporting body not use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

Our detailed privacy policy includes further information on how you can access and seek correction of your personal or credit information and how you can complain about a breach of your privacy. The policy also contains information about how we will deal with a complaint. If you have any concerns about the privacy of your personal or credit information, please contact our Privacy Officer on 1300 787 654 or by email at privacv@cirtrans.com.

I/We (Customer) agree to be bound by the conditions set out above.

SIGNED..... DATE..... NAME..... POSITION.....
 SIGNED..... DATE..... NAME..... POSITION.....

Customer initials:

DEED OF GUARANTEE

TO: Cirtrans Pty Ltd ABN 51 146 575 840 (Cirtrans)

The Guarantors acknowledges that _____ (**Customer**) has submitted an application to be supplied goods or services (or both) on credit by Cirtrans.

In the event that the application for credit by the Customer is accepted, in consideration of Cirtrans agreeing to supply the Customer with goods or services on credit, I agree with Cirtrans as follows:

1. I will be answerable and responsible to Cirtrans for:
 - (a) the due payment by the Customer for all goods and services Cirtrans supplies to the Customer;
 - (b) any debt collection costs, or legal costs (on an indemnity basis) incurred by Cirtrans as a result of the Customer's failure to pay any amounts due to Cirtrans; and
 - (c) the due and punctual observance by the Customer of all its other liabilities and obligations to Cirtrans.
2. Cirtrans may, in its absolute discretion and without notice to me, refuse further credit or refuse to supply goods or services to the Customer.
3. This deed will be a continuing guarantee to Cirtrans for all debts whatever and whenever contracted by the Customer with Cirtrans in respect of goods or services or both and is irrevocable until discharged pursuant to its terms.
4. Cirtrans is at liberty without notice to me at any time and without in any way discharging me from my liability under this guarantee to grant time or any other indulgence to the Customer and to accept payment from it in cash or by means of negotiable instruments, and to treat me in all respects as though I and any other guarantor were jointly and severally liable with the Customer to Cirtrans, instead of merely being guarantors for the Customer. Cirtrans is not obliged to proceed against the Customer or to exhaust any remedies against the Customer but is entitled to demand from me any payment due to Cirtrans by the Customer.
5. This guarantee is entered into by me in my personal capacity, and not in the capacity as trustee of any trust.
6. This guarantee is not affected and will remain enforceable:
 - (a) if Cirtrans does not comply with any law, or with any agreement between Cirtrans and the Customer;
 - (b) if Cirtrans grants any time, release or other concession to the Customer;
 - (c) if one of the guarantors or any other party does not sign this guarantee;
 - (d) in the event of the death, legal incapacity or insolvency of the Customer.
7. Any payment made to Cirtrans by the Customer or by me that is or may be avoided by any statutory provision will be deemed not to have discharged my liability to Cirtrans.
8. Until the whole of the Customer's obligations have been paid or satisfied, I will not either directly or indirectly recover or claim to recover any sum paid under this guarantee and will not claim or receive the benefit of any distribution, dividend or payment relating to the winding up or bankruptcy of the Customer.
9. A certificate in writing signed by Cirtrans' financial controller stating money payable by the Customer to Cirtrans will be prima facie evidence of the amount payable by me pursuant to this Guarantee.
10. This guarantee will be governed by and construed in accordance with the laws of the state of Queensland. I irrevocably and unconditionally submit to the jurisdiction of the courts of Queensland.
11. If this guarantee is signed by two or more parties, we agree that our liability to Cirtrans will be joint and several and that Cirtrans may at any time proceed against any or all of us as Cirtrans may choose in its absolute discretion.
12. If Cirtrans considers it necessary, Cirtrans may disclose my credit information to a credit reporting body (Ezy Collect or Creditor Watch). The credit reporting body may include the information Cirtrans discloses to them in reports provided to other credit providers to assist those credit providers in assessing my credit worthiness. If I fail to meet my payment obligations in relation to the credit Cirtrans provides me or if I commit a serious credit infringement, Cirtrans may disclose this to a credit reporting body. I can request that the credit reporting body not use my information for the purposes of pre-screening for direct marketing by another credit provider. I can also request the credit reporting body not use or disclose credit reporting information about me, if I believe on reasonable grounds that I have been, or are likely to be, a victim of fraud. I can consult Cirtrans' full privacy policy at www.cirtrans.com, for further information about how my personal or credit information is dealt with.

I agree that this deed of guarantee commences from the date of signing and continues until the credit covered by the Customer's application ceases.

Executed as a deed this.....day of.....20

.....
(Signature of Guarantor)

.....
(Signature of Guarantor)

.....
(Full Name of Guarantor)

.....
(Full Name of Guarantor)

.....
Address of guarantor

.....
Address of guarantor

WITNESS.....

WITNESS.....