



**Application for a Commercial Credit Account**

Part A – Details of the trading entity that wants an Account

Part B – Credit References

Part C - Privacy Act acknowledgment

Part D - Guarantee and Indemnity

**Please note that all first deliveries are strictly COD.**

**A 10% fee will be charged on any account that is referred to our debt collection agency.**

**PART A Details of the trading entity that wants an Account**

Registered Business Name (Trading Name) .....

Legal Name of entity .....

How long established ..... ACN/ ABN number .....

Registered address (not P.O box) .....

Trading address (not P.O box) .....

Postal address .....

Business telephone and fax number Ph ..... Fax .....

Person responsible for Accounts Payable .....

Accounts payable phone and fax Ph ..... Fax .....

Accounts payable e-mail .....

Details of directors / partners / sole trader

Full names	Home address	Home telephone
1.....	.....	.....
2.....	.....	.....
3.....	.....	.....

**PART B Credit references**

Trade References

Company Name	Contact Person	Phone / Fax
1.....	.....	.....
2.....	.....	.....
3.....	.....	.....

Are your current premises: Owned by you / Leased

If the premises are leased, please provide the following details:

Name of landlord.....

Landlord's telephone and fax number Ph ..... Fax .....

**PART C Privacy Act acknowledgment**

**IMPORTANT - Before signing this credit application please note the following.**

**In this section of this form only, the word "we/our/us" means the applicant for the Account and the proposed guarantors, and "you" means Fino Foods Pt Ltd or Fino Wines Pt Ltd.**

**Please complete and sign:**

- . We .....  
 [Name of entity applying for the Account] request Fino Foods Pt Ltd and Fino Wines Pt Ltd and any associated companies to open an Account for us.
- . We have read, we understand, and we accept the conditions for maintaining an Account.
- . We understand that under the Privacy Act of 1988, you require our authority to provide or obtain certain information concerning ourselves from credit reporting agencies, and other credit providers.
- . We authorise you as provided by the Privacy Act to:
  - obtain credit reports containing personal credit information about us, from credit reporting agencies.
  - use any credit reports to:
    - assess this application;
    - review the Account from time to time;
    - assist you in collecting overdue payments from us.
  - give or receive information regarding our credit arrangements with a credit provider that:
    - we have listed for you in this application;
    - is listed in any credit report that you obtain.
  - notify our other credit providers of a default by us under the Account.
  - exchange information with other credit providers regarding the Account, and our creditworthiness generally.
  - make any other inquiries and do any other things requiring our authorisation under the Privacy Act.

**Date:**.....

.....	.....
Signature of applicant for the account	Please print full name of signatory

.....	.....
Signature of applicant for the account	Please print full name of signatory

.....	.....
Signature of applicant for the account	Please print full name of signatory

## **PART D Guarantee and Indemnity**

A guarantee is required if the applicant for an account is a company.

### **DEED OF GUARANTEE AND INDEMNITY**

This Deed is made on [Date] .....Between Fino Foods Pty Ltd & Fino Wines Pty Ltd of Unit 1/ 57-59 Oxford St, Bulimba, 4171.

and

**Full name ("the Guarantor")** .....  
Home address .....  
Phone .....

**Full name ("the Guarantor")** .....  
Home address .....  
Phone .....

**Full name ("the Guarantor")** .....  
Home address .....  
Phone .....

#### **Background to this Deed:**

Fino Foods Pty Ltd has received an application from the ("the Customer")

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to open a commercial credit account. The Guarantor has asked Fino Foods Pty Ltd to consider the request for the Account to be opened, and in return for it being opened, has offered to guarantee the Account. The Guarantor has read and understands the Customer's obligations to Fino foods Pty Ltd if the Account is opened.

#### **The parties enter into the following Deed with each other:**

##### **Guarantee and indemnity for the Account**

The Guarantor and each of them separately and individually guarantee that the Customer will punctually and completely meet all of its payment and other obligations to Fino Foods Pty Ltd, Fino Wines Pty Ltd or its associated companies for the Account. This guarantee and indemnity is given: at the request of the Guarantor; and in consideration of Fino Foods Pty Ltd, Fino Wines Pty Ltd and their associated companies extending credit facilities to the Customer by way of opening the Account. This guarantee and indemnity binds each person named as a guarantor jointly and each of them separately. The Guarantor must pay on demand from Fino Foods Pty Ltd, Fino Wines Pty Ltd and their associated companies all amounts due at any time by the Customer under the Account. The Guarantors promise to make all payments to Fino Foods' offices in Brisbane, Queensland. The Guarantor indemnifies Fino Foods Pty Ltd, Fino Wines Pty Ltd and their associated companies from any loss, expense or damage incurred: as a result of the Customer failing to meet its obligations under the Account; or if any of the Customer's obligations under the Account are found to be unenforceable. This guarantee and indemnity is unconditional, and cannot be revoked.

##### **Fino Foods Pty Ltd & Fino Wines Pty Ltd can proceed first against the guarantor.**

Fino Foods Pty Ltd, Fino Wines Pty Ltd or their associated companies can proceed directly against the Guarantor for payment of any amount due. Fino Foods Pty Ltd Fino Wines Pty Ltd or their associated companies do not have to sue the Customer for payment, or the fulfillment of any other obligation under the Account, before proceeding against the Guarantor.

Fino Foods Pty Ltd does not have to give the Guarantor notice of any breach by the Customer of the terms of the Account.

##### **This guarantee is a continuing guarantee**

This guarantee is a continuing guarantee. It is not affected in any way if Fino Foods Pty Ltd & Fino Wines Pty Ltd: gives the Customer or any person named as a guarantor additional time to meet any obligation under the Account or this guarantee; compromises its claim against the Customer or any person named as a guarantor in any way; varies any of the conditions relating to the Account, or in any way changes the trading relationship it has with the Customer; delays in any way in relation to the Account. This guarantee is not affected by: the death or insolvency of any person named as a guarantor; or the Customer being placed under any form of external

