



### CREDIT APPLICATION

A.B.N. 23 108 039 283

THIS APPLICATION IS FOR CREDIT ACCOUNT TO BE PROVIDED BY BELLA VISTA AND THE APPLICANT WHOSE DETAILS APPEAR BELOW.

#### Business Details

The Applicant(s) Business/Trading Name: \_\_\_\_\_  
Registered Company Name (if applicable): \_\_\_\_\_  
A.B.N.: \_\_\_\_\_ A.C.N.: \_\_\_\_\_ Bus. Registration No.: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

#### Corporate Structure (tick appropriate)

Proprietary Company  Public Company  Incorporated Body  Trustee  Sole Trader  Partnership

#### Applicants Financial Details

Business Premises:  Owned  Leased Date Business Commenced: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

#### Credit Account Details

Terms:  7 day (from invoice)  30 day (from EOM)  other

Monthly Credit Applied For: \$

#### Credit Card Details:

Card Type:  American Express  MasterCard  Visa  
Card No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ exp: \_\_\_\_/\_\_\_\_ C.v.v No.: \_\_\_\_\_

#### Disclaimer:

I hereby provide and authorise the use of my credit card details (noted above) to BELLA VISTA for the purpose of processing COD/Prepaid orders and to keep record of these details for future use. I also understand and accept that as of the 1st of February 2012, a surcharge of 3% incl. GST (Amex) will be incurred for the use of a credit card in paying any amounts that haven been held on account. This charge does not apply to prepaid or COD orders.

Signed: \_\_\_\_\_ Full Name on Card (print): \_\_\_\_\_

#### Trade/Business References

The Applicant must be a **credit** customer of these referees and must supply all details.

<u>Company Name:</u>	<u>Fax:</u>	<u>Telephone:</u>
1. _____	(____) _____	(____) _____
2. _____	(____) _____	(____) _____
3. _____	(____) _____	(____) _____

\*All Trade references requested or supplied must be done in writing via fax. If details of Trade references are omitted, Credit may be conditional or even refused.

#### Proprietors/Owners

Name (1): \_\_\_\_\_ Date of Birth (1): \_\_\_\_\_  
Address (1): \_\_\_\_\_ Drivers Licence No.(1): \_\_\_\_\_  
Name (2): \_\_\_\_\_ Date of Birth (2): \_\_\_\_\_  
Address (2): \_\_\_\_\_ Drivers Licence No.(2): \_\_\_\_\_



## **TERMS AND CONDITIONS**

1. BELLA VISTA may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider information about my/our credit arrangement and I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act
2. The applicant(s) must inform BELLA VISTA in writing within seven (7) days of any change of his/her their business details or corporate structure.
3. BELLA VISTA reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.
4. All contracts between BELLA VISTA and the Applicant shall be deemed to have been entered into in the State of VIC and shall be construed according to the laws of the State of VIC.
5. BELLA VISTA reserves the following rights in relation to any goods provided to the applicant by BELLA VISTA, until all accounts owed by the applicant to BELLA VISTA are fully paid:
  - a). legal ownership of the goods;
  - b). to enter the Applicant(s) premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
  - c). to keep or resell any goods repossessed pursuant to (2) above;

If the goods are resold, or products manufactured using the goods are sold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the credit Provider and shall pay such amount to BELLA VISTA upon request. Notwithstanding the provisions above BELLA VISTA shall be entitled to maintain an action against the applicant for the purchase price and the risk of the goods shall pass to the Applicant upon delivery.

6. I/We acknowledge that if the account is overdue, BELLA VISTA at its discretion, reserves the right to refer the account to a Mercantile Agency for collection and I/We agree to be responsible to meet all reasonable costs & commissions incurred in employing the said mercantile agent to collect the overdue account.
7. I/We acknowledge and agree that the terms of payment are STRICTLY NETT CASH 30days from the end of the month in which the goods were purchased, and in the event the account becomes overdue, BELLA VISTA reserves the right to charge interest in accordance with the Penalty Interest Rates Act 1983 and/or place your account on HOLD credit as of the first day after the due date of invoices if the amounts remain outstanding.
8. BELLA VISTA reserves the right to request that the applicant(s) update their credit application information every three (3) years and as a result some changes may be made to the details of your credit account. Refusal may also result in credit withdrawal.
9. BELLA VISTA will provide a monthly statement to all customers that hold a credit account with the Company and have a balance owing on the account It is the Applicants responsibility to use this statement to reconcile their account and to notify the Accounts Department of BELLA VISTA of any variances with the documents or contents within.

I/We acknowledge that the information provided within this application has been read and understood by me/us, and I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Full Name (print): \_\_\_\_\_ Full Name (print): \_\_\_\_\_  
 Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### **GUARANTEE (To be completed where applicant is a company)**

In consideration of the provision of credit and the sale of goods and services to the customer I/we, being Director/s or other authorised officer/s of the customer named in the application for the credit herein, hereby agree, by the execution of this application on behalf of the customer, to guarantee to BELLA VISTA the due and punctual payment and performance by the customer of all moneys terms and conditions contained in these terms of trade to be paid observed and performed and I/We shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the customer under these terms and conditions of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor.

I/We charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and leasehold in land which I/We now have or during the currency of this agreement may acquire.

DATED the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

### **SIGNED SEALED AND DELIVERED**

By the said:

\_\_\_\_\_  
 (Printed name of Guarantor1) (Signature of Guarantor1)

In the presence of:

\_\_\_\_\_  
 (Printed name of witness1) (Signature of witness1)

By the said:

\_\_\_\_\_  
 (printed name of Guarantor2) (Signature of Guarantor2)

In the presence of:

\_\_\_\_\_  
 (Printed name of witness1) (Signature of witness2)