

Everbloom Flowers Pty Ltd

28 Northwood Street, Leederville, 6007

Phone 93813777 Fax 9388 2870

New Account/Credit Application Form for 30 day account

Trading Name: _____	Phone No: _____
Trading Address: _____	
_____	Mob: _____ Fax No: _____
Email Address: _____	Date of Birth (Optional): _____
Date of Commencement of Business: _____	Nature of Business: _____
Business Type: Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/>	
Company/Trust Name: _____	ABN: _____
Registered Company Address: _____	
Bank: _____	Branch: _____ How Long: _____
Name of Accountant: _____	
Business premises: Owned <input type="checkbox"/> Leased <input type="checkbox"/>	
Name of Mortgagor/Landlord: _____	

Owners/Directors Information (All Details Required Please)

1) Name: _____	Phone No: _____
Address: _____	
Drivers Licence No: _____	
2) Name: _____	Phone No: _____
Address: _____	
Drivers Licence No: _____	
Has Proprietor or any of the partners at any time been under any financial arrangement or been registered under any part of the bankruptcy act YES/NO	

Trade References (include phone numbers)

Name	Address	Area Code	Phone

Declaration: I/We have read and understand and accept the terms and conditions printed overleaf and acknowledge that each Proprietor or partner of this business/partnership will be jointly responsible for payment of this account.

Signed: _____ Date: _____

Signed: _____ Date: _____

*****PLEASE TURN OVER TO SIGN TERMS & CONDITIONS**

TERMS AND CONDITIONS OF AGREEMENT TO PROVIDE CREDIT

1. In the interpretation hereof –

'Customer' means the customer, and in the case of a partnership each partner and his/her heirs, successors and personal representatives. In the case of a corporation the customer and each director/guarantor and its and their successors, personal representatives and heirs as the case may be.

'Covenants' by more than one person shall be deemed to have been given jointly and severally.

'Masculine' gender shall include feminine and neuter and vice versa.

'Services' shall include all goods or chattels sold or services of any kind whatsoever rendered by the Provider to the Customer inclusive of all materials, costs, charges, expenses, repairs or other matters involved in the case. Where any customer shall obtain credit for and on behalf of a Trust without disclosure of the same, a disclosure shall ipso facto be deemed to have been made and the assets of the Trust shall ipso facto be liable for payment of all monies due by the Customer to the Provider hereunder.

2. The terms and conditions of this agreement (inclusive of such terms and conditions appearing overleaf) constitute the contractual basis for the granting of credit by the Supplier to the Customer.

3. The signatories hereto warrant that –

- a) They are duly authorised as directors/partners/agents of the Customer (as the case may be) to apply for credit on its behalf and to execute this Agreement for and on behalf of the Customer.
- b) That the information supplied overleaf for the purpose of obtaining credit for the Customer is true and correct in every particular.

4. Upon notification by the Supplier to the Customer of its acceptance of this agreement but not otherwise, there shall be a binding agreement between the parties for the provisions of credit facilities for goods and services supplied by the Supplier to the Customer.

5. Unless waived at the time of acceptance, the Customer shall be required to provide security for the granting of credit and the Supplier shall have the right at any later time to require further or other security for the continuation of credit without becoming liable for the non-supply of goods and services pending that security.

6. The following terms shall apply once credit has been granted:-

- a) (i) until payment of the invoice price, the title to any goods supplied shall not pass to the Customer and upon non-payment within the trade terms the Supplier shall have the right (and is hereby authorised by the Customer) to enter into and upon any premises where the goods may be stored from time to time (with or without others) and to retake possession of and remove the same and the Customer hereby indemnifies the Supplier against any claim action or damages arising out of any such action and against the cost of the same.

(ii) notwithstanding sub-paragraph (i) above, the Customer may dispose by way of normal trading any of the goods but in such case shall be deemed to have sold and collected the profits for the same for and on behalf of the Supplier.
- c) Unless otherwise stated the terms of payment shall be net 30 days from the date of the invoice;
- d) If the Customer defaults in payment then all monies owing to the Supplier shall be immediately due and payable and –
 - (i) the debt shall carry interest at the rate of 18% per annum calculated and charged monthly from the date of default until actual payment;
 - (ii) all expenses incurred by the Supplier in recovering the monies due inclusive of solicitors charges, debts collectors fees and disbursements, any costs or charges in relation to security documents and any fees on dishonour shall be a debt due and owing by the Customer;
 - (iii) the Supplier shall have the unconditional right to withdraw the credit facilities at any time and without notice and without in any way affecting the enforceability of any guarantee of any monies owing to the Supplier hereunder executed by any directors (or other parties) of the Customer;
- e) Where the Customer trades as Trustee of a Trust the existence of which is not disclosed to the Supplier there shall be deemed to have been a full disclosure with the assets of the Trust (from time to time) pledged as security for payment of any monies owing hereunder to the Supplier.
- f) All details of any proposed changes to shareholding, directors, registered particulars of ownership in the Customer (inclusive of its financial structure) shall be notified in writing to the Supplier at least 14 days prior to taking effect. Unless within 7 days thereafter the Supplier shall notify the Customer in writing that it does not object, the credit facilities provided hereunder shall cease upon taking effect of such changes.

Signed: _____ Date: _____

Signed: _____ Date: _____