

APPLICATION FOR 14 DAY CREDIT ACCOUNT

Full Company Name:		
Trading Name:		
Postal Address:	Postcode:	
Service Delivery Address:	Postcode:	
Telephone Number:	Facsimile Number:	
Emailaddress:	Web site:	
BusinessType:		
Entity Type: Sole Proprietor/Company/Partnership/Government		
ABN:		
Date Commenced:		
Main Company Contact:	Position:	
Main Accounts Contact:	Telephone:	
BANKING		
Bank Name:	Branch:	
Address:		
BSB number:	Account number:	
TRADE REFEREES		
1. Company Name:		
Address:		
Contact:	Telephone:	
2. Company Name:		
Address:		
Contact:	Telephone:	
3. Company Name:		
Address:		
Contact:	Telephone:	
Declaration: (to be signed by an authorised person of the Company/Business/Department)		
I/we declare that the information given above is correct and I/we hereby apply for credit facilities for		
the purpose of services from Monkey Brothers Pty Ltd. I/we further declare that we have read the		
Terms and Conditions of Sale and hereby agree that all purchases will be governed by those terms		
and conditions. I/we also declare that our attention has been especially drawn to the section of these		
terms regarding payment terms.	Full Name:	
Signed:	Full Name: Position/Title:	

Please email it admin@monkeybros.com.au or mail to:

Monkey Brothers Valet Truck Wash

PO BOX 1034

Bakery Hill VIC 3354

Phone Number For Credit Application Queries: 0488 054 536

AGREED TRADING TERMS - 14 DAY ACCOUNT

A reference to "the Supplier" means Monkey Brothers Valet Truck Wash Pty Ltd ABN: 97 158 211 815. Please read the terms below carefully. If you do not understand these terms of trade you should seek legal advice.

- 1. The agreed payment terms are 14 days from date of invoice.
- 2. The Customer hereby agrees & acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 2% per month will be levied on any or all amounts in default of the agreed trading terms.
- 3. The Customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges & commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the Customer further agrees to indemnify the Supplier for any dishonoured payment fees incurred and in the event that the Customer's account is in default of the agreed trading terms to indemnify the Supplier against its collection fees & legal costs.
- 4. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Supplier's rights to withdraw credit, the Supplier reserves the right to stop supply & place the account on hold until the account is returned to the agreed trading terms, and the Supplier agrees to recommence supply.
- 5. These Trading Terms and Conditions apply to all transactions from which the Customer is supplied goods & or services on credit. If any future contract between the Supplier & the Customer is inconsistent with these Trading Terms and Conditions, then these Trading Terms and Conditions will apply unless the subsequent contract refers to and specifically alters these Trading Terms and Conditions in writing.
- 6. Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer's business (such as a conversion to or from a company or trust or the appointment of new directors), the Supplier shall be notified in writing. Until a new Commercial Credit Application form is signed and approved in writing by the Supplier, then the original Commercial Credit Application and those person(s) who signed as guarantor(s) shall remain liable to the Supplier as though all goods and services were supplied to the original customer.
- 7. The Supplier reserves the right to amend these trading terms provided such amendments are conveyed to the Customer in writing. The Customer further acknowledges that such writing will be by ordinary mail to the address set out in the Commercial Credit Application, unless the Customer advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier.
- 8. The Supplier shall be entitled at any time to assign its rights under this Commercial Credit application to its successors, nominated transferees or assigns (including but not limited to, where applicable personal guarantees), and that these Trading Terms and Conditions shall not be in any way affected or discharged pursuant to such an assignment.

- 9. Caveatable Interest Clause: In the event of Default of the agreed trading terms by the Customer, then the Customer by its Director(s)/Proprietor(s)/Partners/Individual(s), nominated in this application hereby charge all their Right, Title of Interest (if any) to any or all property(ies) owned/partly owned, acquired in the future, solely or jointly by the said Customer/Director(s))/Proprietor(s)/Partners/Individual(s) of this application in favour of the Supplier, to better secure all monies owed to the Supplier as of the date of the default, with the due and punctual observance and performance of all of the obligations of the Customer. Such Customer acknowledges that the Supplier may at its discretion, register a caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise its right under this clause, against the Customer, then the Customer grants the Supplier the right to appoint a Receiver and sell the property(ies).
- 10. **SERVICE OF DOCUMENTS.** The Customer acknowledges that service of all documents will be prepaid postal addressed envelope to the address nominated on the Commercial Credit Application form, unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the supplier. Note the Customer expressly acknowledges that service is deemed to be effected after the expiration of 2 working days from date of posting of the documents.
- 11. **PRICE**. All goods and services are sold at the price current at the time of delivery of the good or service.

NOTE:- Pricing may vary from time to time subject to exchange rate variations and/or material increases outside the control of the Supplier.

- 12. **PAYMENT**. The Customer expressly acknowledges that the Customer is required to execute an authority to the Customer's Bank authorizing a direct debit from the Customer's Bank account, to the Supplier for all sums due on a fortnightly basis. The authority will be irrevocable without the express written consent of the Supplier.
 - **Payment Methods**: The supplier hereby advises that it does not accept payment in the form of cheques under any circumstance. Direct Deposit, Cash or Credit Cards are the only payments methods provided to the customer.
- 13. **GST.** The Supplier is required by law to pay Goods and Services Tax, (GST) on any work, the subject of this estimate/quote. GST will be in addition to the estimate/quote provided, if it is not shown otherwise.
- 14. **JURISDICTION.** The Customer acknowledges that the Laws of the Victoria shall govern this contract, and the Customer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Victoria.

THE ABOVE INFORMATION IS FOR CUSTOMER TO RETAIN AND ONE COPY BACK TO THE OFFICE

Signed:	Full Name:
Date:	Position/Title: