

## LYLAC HOMEWARE

A.B.N.: 14157730713  
7 Coates Place  
WETHERILL PARK  
NSW, 2164  
Phone: 02-96040081  
FAX: 02-96040292  
EMAIL: sales@lylachomeware.com.au

### **CREDIT APPLICATION**

*PLEASE NOTE: all details must be completed for this application to be processed.*

Company Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Australian Business Number: \_\_\_\_\_

Sole Trader ☐ Partnership ☐ Registered Company ☐

Number of years trading under this name: \_\_\_\_\_

Trading Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ EMAIL \_\_\_\_\_

#### OWNERS OR DIRECTORS INFORMATION:

Name: \_\_\_\_\_ POSITION \_\_\_\_\_ Name: \_\_\_\_\_ POSITION \_\_\_\_\_

Private Address: \_\_\_\_\_ Private Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Drivers License No: \_\_\_\_\_ Drivers License No: \_\_\_\_\_

**\*PLEASE PROVIDE COPY OF CURRENT DRIVER LICENSE** ☐

#### TRADE REFERENCES

**LIST THREE OF YOUR SUPPLIERS THAT WE CAN CONTACT FOR CREDIT REFERENCES:**

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I/we consent to the supplier obtaining information from the above-mentioned referees in support of this application. All information as supplied is correct to the best of my knowledge.

Signed: \_\_\_\_\_ Signed \_\_\_\_\_

Position: \_\_\_\_\_ Date \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

I/we have read and agree to the following conditions of sale.

### **CONDITIONS OF SALE**

PAYMENT IS STRICTLY NETT 30 DAYS FROM DATE OF INVOICE – FAILURE TO MEET THESE TERMS MAY RESULT IN THE NON-SUPPLY OF STOCK AND TERMS BEING REVERTED TO A COD BASIS.

ALL COSTS AND COMMISSION FEES INCURRED FOR THE COLLECTION OF PAYMENT WILL BE RECOVERABLE AND PAYABLE BY THE CUSTOMER.

CREDIT RETURNS ARE TO BE NOTIFIED IN WRITING WITHIN 7 DAYS OF RECEIPT OF THE GOODS .

TITLE TO THE GOODS SHALL NOT PASS UNTIL ALL MONIES OWING BY THE PURCHASER HAVE BEEN PAID IN FULL TO **LYLAC HOMEWARE** AND UNTIL SUCH TIME, ACKNOWLEDGEMENT THAT THE PURCHASER HOLDS THE GOODS AS AGENT FOR **LYLAC HOMEWARE** AND BAILEE.

### **PERSONAL GUARANTEE**

I/WE, \_\_\_\_\_ AGREE I AM /  
WE ARE THE PROPRIETORS/DIRECTORS OF \_\_\_\_\_ **LYLAC**  
**HOMEWARE** IS FROM TIME TO TIME PROVIDING GOODS AND SERVICES AND GIVING  
CREDIT AT MY / OUR REQUEST.

IN CONSIDERATION OF **LYLAC HOMEWARE** GIVING CREDIT I/WE (IF MORE THAN ONE JOINTLY AND SEVERALLY) PERSONALLY AND UNCONDITIONALLY GUARANTEE THE DUE AND PUNCTUAL PAYMENT FOR ALL THE MONIES OWED TO **LYLAC HOMEWARE** AS IF THE MONIES WERE OWED BY ME / US PERSONALLY.

THIS GUARANTEE SHALL CONTINUE AS LONG AS ANY MONIES ARE OWED TO **LYLAC HOMEWARE**. IN ORDER TO GIVE EFFECT TO THIS GUARANTEE I/WE DECLARE THAT **LYLAC HOMEWARE** SHALL BE AT LIBERTY TO ACT AS THOUGH I/WE ARE A PRINCIPAL DEBTOR AND I/WE WAIVE ALL AND ANY OF OUR RIGHTS AS GUARANTORS WHICH MAY BE INCONSISTENT WITH ANY OF THE ABOVE PROVISIONS.

TO BE SIGNED BY ALL PROPRIETORS OR DIRECTORS.

SIGNED.....DATED.....

SIGNED.....DATED.....

WITNESS SIGNATURE.....DATED.....

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### **OFFICE USE ONLY**

APPROVED BY..... DATE.....

HAS ACCOUNT APPLICATION BEEN ISSUED DUE TO A CHANGE OF OWNERSHIP? YES / NO

LIMIT \_\_\_\_\_ TERMS \_\_\_\_\_ DELIVERY INSTRUCTIONS \_\_\_\_\_

## TERMS OF TRADING

Payment Terms	Initial Transactions, or without "Lylac Homeware" completed and approved Credit Application: COD Approved Credit Account Holders; Strictly 30 Days net (from Date of Invoice). <b>PERSONAL GUARANTEE:</b> I/We understand the trading terms as explained to us by the vendor. I/We guarantee payment of any and all accounts for goods purchased by the above company together with any legal of out of pocket expenses associated with the collection of any outstanding monies. I/We understand this guarantee binds me personally.
Payment Methods	Payment to be made by Electronic Funds Transfer or Cheque. Cash will be accepted only when pick up from our warehouse.
Application for Credit Account	Offered at "Lylac Homeware" discretion.
Limit of Credit Account	Credit Limit should be applied by the customer subject to approval.
Change of Ownership	Must be made in writing, and a new Credit Application to be completed.
Inactive Accounts	If an account has been inactive for a period exceeding 12 months, a new Credit Application will be required.
Additional Shops	Customers requiring more than one credit account must fully complete an additional Credit Application for each trading address; that is two shops require two Credit Applications.
Changes to Orders	Any change/cancellation must be made in writing to "Lylac Homeware".
Freight	Freight is not included in the cost of goods. Freight is charged on each invoice, the rate subject to our various carriers current rate for "Lylac Homeware".
Dishonored Cheques	Will attract an accounting fee of \$15 plus GST.
Overdue Accounts	Goods will not be supplied to overdue accounts until such time as the account is brought up to date. We reserve the right to withdraw Credit terms to overdue accounts. Administration fees of \$5 will be applied to each additional statement.
Claims and discrepancies	Must be made in writing directly to "Lylac Homeware" within 7 days of delivery date quoting invoice number and reasons. No returns are acceptable without "Lylac Homeware" prior approval and delivery instructions for transport. Freight will be charged if the returns do happen after approval.
Estimated Delivery Time	Time quoted is subject to possible changes in shipping schedules, strikes, carrier delays, etc.
Price Changes	All terms and prices are subject to change without prior notice due to unforeseen circumstances such as fluctuations in exchange rates.
Property and Delivery of Goods	All goods are sold on ex-"Lylac Homeware" warehouse basis. The property in the goods passes to the purchaser only after the price of the goods has been paid in full. The risk in the goods passes to the purchaser on dispatch. The price is ex our premises. And includes all amounts charged to this point.
Right of Refusal	"Lylac Homeware" reserves the right to refuse service or credit.

**IMPORTANT NOTICE TO APPLICANT (S) FOR CREDIT** (Section 18E(8)© Privacy Act 1988)  
Please read carefully.

The Supplier may give information about you to a credit-reporting agency, but only limited kinds information allowed by the Privacy Act 1988 (Commonwealth). This includes:

- Identify details – this only includes your name, sex, date of birth, current known address, two immediately previous addresses, your current or last known employer, and your driver's license number;
- The fact that you have applied for credit and the amount;
- The fact that the supplier is a credit provider to you;
- Payments overdue for at least 60 days when the supplier has taken steps to recover;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonored more than once;
- The opinion of the supplier that you have committed a serious credit infringement;
- When the credit provided to you has been discharged.

### STATEMENT BY APPLICANT(S) FOR CREDIT

Please read carefully before signing. In the case of more than one applicant, each applicant has to provide signature.

#### 1. Giving information to a Credit Reporting Agency (Section 18E(8)© Privacy Act 1988)

The supplier has informed me that it may give certain personal information about me to a credit-reporting agency.

#### 2. Exchanging Information with Other Credit Providers (Section 18N(1)(b) Privacy Act 1988)

I agree to the supplier checking personal information about me with any credit provider named in my credit application, and with other credit providers that may be named in a credit report issued by a credit reporting agency, for any of the following purposes:

- To assess my credit worthiness;
- To assess an application by me for credit;
- To help me avoid defaulting on my credit obligations;
- To notify a default by me.

I understand that this information can include any information about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give to or receive from each other the Privacy Act 1988.

I further agree that the supplier may discuss a credit report or any personal information derived from it with another credit provider, for any of the purposes mentioned above.

3. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

In order to assess my application for credit, I consent to the supplier obtaining a report containing information about my commercial activities or commercial credit worthiness, from a business which provides information about the commercial credit worthiness of persons.

4. Access to Consumer Credit Information for a Commercial Credit Application (Section 18K(1)(b) Privacy Act 1988)

Consent to the supplier in order to assess my application for credit, obtaining from credit reporting agency a credit report about me containing consumer credit information.

Name (Please Print):

Signature:

Date: / /

Name (Please Print):

Signature:

Date: / /