

Home Spot Pty Ltd A.C.N. 157 730 713 trading as LYLAC HOMEWARE ("Lylac Homeware")

A.B.N.: 14157730713

86 Percival Road Smithfield NSW 2164

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Website: www.lylachomeware.com.au

NEW ACCOUNT / CREDIT APPLICATION

Full Name of Applicant: _____ Company Name: _____

Trading Name: _____ ABN: _____

Trading Address: _____ Telephone: _____

Fax: _____ Mobile: _____ EMAIL: _____

Registered Company Address: _____

Sole Trader () Partnership () Registered Company () Number of years trading under this name: _____

OWNERS / DIRECTORS / GUARANTORS:

Name: _____ POSITION _____ Name: _____ POSITION _____

Private Address: _____ Private Address: _____

Home Phone: _____ Home Phone: _____

Drivers License No: _____ Drivers License No: _____

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



TRADE REFERENCES

Company Name: _____ Phone: _____ Fax: _____

Company Name: _____ Phone: _____ Fax: _____

Company Name: _____ Phone: _____ Fax: _____

Acknowledgement and Personal Guarantee

I/we, the undersigned, hereby apply for a credit account with the Supplier and acknowledge that I/we have read and fully understand the Supplier's Terms and Conditions of Trading as set out in the attached and agree to be bound by the same. I/we consent to the information contained in this application being used for reference and/or credit reporting from time to time. I/we also undertake to promptly notify the Supplier of any change of ownership. I/we, the undersigned, hereby personally guarantee the prompt payment of any and all accounts for and monies due for goods supplied to the Applicant by the Supplier from time to time. Further I/we personally agree to indemnify the Supplier and keep it indemnified in respect of any cost and/or expenses incurred by the Supplier and arising out of the Applicant's failure to comply with the Supplier's Term of Trading. I/we understand this guarantee binds me/us personally.

Full Name (print): _____ Full Name (print): _____

(Must be owner / partner / director / trustee) (Must be owner / partner / director / trustee)

Signed: _____ Position _____ Signed: _____ Position _____

Witness: _____ Date: _____

Applicant initial _____

TERMS OF TRADING

Payment Terms	<p>Initial Transactions, or without “Lylac Homeware” completed and approved Credit Application: COD Approved Credit Account Holders; Strictly 30 Days net (from Date of Invoice). PERSONAL GUARANTEE: 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.</p>
Personal Property Security Register	<p>The Customer agrees to grant “Lylac Homeware” a fixed and floating security interest to be registered on the Personal Property Security Register in favor of “Lylac Homeware”.</p> <p>“Lylac Homeware” shall hold the Security Interest until all fees, overdue accounts and interest (if any) owing to “Lylac Homeware” by the Customer is paid in full.</p> <p>Following receipt of full payment by the Customer of all fees, overdue accounts and interest payable to “Lylac Homeware”, “Lylac Homeware” shall release its Security Interest within three (3) business days and provide evidence of such release to the Customer.</p> <p>Any Fees payable in conjunction with the registration of the Security Interest shall be paid for in full by the Customer prior to “Lylac Homeware” providing any goods; and shall be defined as an administrative fee.</p> <p>Any Fees in conjunction with the release of the Security Interest shall be paid for in full by the Customer in the final Tax Invoice issued to the Customer by “Lylac Homeware” and shall be defined as an administrative fee.</p>
Personal Guarantee and Charging Guarantee	<p>In consideration of “Lylac Homeware” agreeing at the request of the Customer (which request is testified by the Customer’s execution of this document) to commence or continue to supply to the Customer on credit or otherwise goods from time to time on the terms and conditions imposed by “Lylac Homeware” on the Customer, the Customer agrees as follows:</p> <p>That this guarantee applies to all money owed by the Customer to “Lylac Homeware”;</p> <p>That this guarantee shall be a continuing guarantee;</p> <p>To secure the monies which the Guarantor may become liable to pay “Lylac Homeware” hereunder, and as an essential condition of this Guarantee, the Guarantor charges all of its interest in any real property both present and future and wheresoever situated with the amount of the Guarantor’s indebtedness to “Lylac Homeware” on any account whatsoever from time to time and shall, immediately upon demand being made on the Guarantor by “Lylac Homeware”, sign all documents and so all things that “Lylac Homeware” may reasonably require to be signed and done to further secure to “Lylac Homeware” the amount of any indebtedness owed to “Lylac Homeware” by the Customer;</p> <p>The Guarantor consents to any caveats as “Lylac Homeware” may wish to lodge against any dealings in the real property of the Guarantor in any Titles of Office (and if more than one Guarantor, the real property of each Guarantor severally and the real property of each combination of Guarantors) and to do all acts and execute any documents necessary to give effect to and/or register any of the forgoing; and</p> <p>The Guarantor (and if more than one then jointly and each of them severally), undertakes to not object to the lodging of any caveat or take any steps to remove such caveats.</p> <p>“Real Property” includes estates and interests including leasehold.</p>
Payment Methods	<p>Payment to be made by Electronic Funds Transfer or Cheque. Cash will be accepted only when pick up from our warehouse.</p>
Application for Credit Account	<p>Offered at “Lylac Homeware” discretion.</p>
Limit of Credit Account	<p>Credit Limit should be applied by the customer subject to approval.</p>

Applicant initial _____

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 your 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 serous 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.

Applicant initial _____