



BREADS, PASTRIES & PROVISIONS

NEW CUSTOMER CREDIT APPLICATION

- **Customer Credit Application Form**
 - **Conditions Of Sale Form**
 - **Guarantee And Indemnity Form**
 - **Trade Reference Authorisation Form**
 - **Direct Banking Details**
 - **Customer Details Form**
-



BREADS, PASTRIES & PROVISIONS

Sales Representative: _____

CUSTOMER CREDIT APPLICATION FORM

Company Name _____
ACN No: _____
ABN No: _____
Trading as _____
Registered Address: _____
Suburb _____ Postcode _____
Delivery Address (if different) _____
Suburb _____ Postcode _____
Telephone No: () _____
Fax No: () _____
Email Address: _____

Details of () Directors () Partners () Sole Trader (tick appropriate box)
1. Surname _____
Given Names _____
Residential Address _____
Suburb _____ Postcode _____ Date of Birth _____
Residential Phone No: _____ Mobile No: _____
Drivers Licence No: _____ Expiry Date _____
2. Surname _____
Given Names _____
Residential Address _____
Suburb _____ Postcode _____ Date of Birth _____
Residential Phone No: _____ Mobile No: _____
Drivers Licence No: _____ Expiry Date _____
*Please Supply details for all additional Partners

PHILLIPPA'S PTY. LTD.
A.B.N. 61 427 450 798
57 CROWN STREET RICHMOND, VICTORIA 3121.
TEL (03) 9428 5363 FAX (03) 9428 3221

CUSTOMER CREDIT APPLICATION FORM (continued.....)

Have you or a company you were/are shareholder or director of ever been Bankrupt or Insolvent or made an accommodation? () No () Yes

If Yes, Supply details including date of Bankruptcy

Maximum credit sought per week \$ _____

I acknowledge that Phillippa's terms are for payment of goods 7 days from date of invoice

_____ (initial)

Initial Order Payment Process / Credit Card (Fill in Card Auth. Form)

I acknowledge that Phillippas will deduct payment of goods on day of delivery (Saturday & Sunday will be deducted Monday) from my nominated Credit Card for a period of 6 weeks.

Then on review of the account, a "7 days from date of invoice" terms will be offered.

Customer Signature..... Date.....

Printed Name :

Initial Order Payment Process / Direct Deposit (rep. leave banking details)

I acknowledge Phillippas will dispatch goods upon receiving an Electronic Banking Receipt via either Email or Fax for a period of 6 weeks.

Then on review of the account, a "7 days from date of invoice" terms will be offered.

Customer Signature..... Date.....

Printed Name :

Note: This Customer Credit Application will not be approved by Phillippa's Pty Ltd unless it is accompanied by:
a. a signed Condition of Sale form;
b. a signed Guarantee & Indemnity form;
c. a signed Trade Reference Authorisation form;

PHILLIPPA'S PTY LTD - CONDITIONS OF SALE FORM

1. DEFINITIONS

In these conditions:-

- 1.1. **"Phillippa's"** means Phillippa's Pty Ltd ABN 61 427 450 798;
- 1.2. **"You"** means the person who places an Order, or on whose behalf an Order is placed, for Goods with Phillippa's;
- 1.3. **"Goods"** means the goods described on the front or in the Order;
- 1.4. **"Order"** means an order for Goods submitted by You to Phillippa's;
- 1.5. **"Invoice"** means Phillippa's invoice to You;
- 1.6. **"Charges"** means the price agreed in writing between the parties or, in the absence of such agreement, the amount calculated under Phillippa's then current price list, plus any freight charges and any tax including a goods and services tax ("GST") levied on a transaction of supply under these conditions.

2. PHILLIPPA'S RIGHT TO REJECT AN ORDER

Phillippa's reserves the right to accept or reject your Order in whole or in part.

3. PAYMENT

- 3.1. You must pay the Charges by direct deposit, cheque, credit card or cash within (7) days from the date of Invoice.
- 3.2. Phillippa's may charge interest on any overdue payment at prevailing bank overdraft rate calculated daily from the due date stipulated until payment.
- 3.3. You may not withhold payment of any monies owing pursuant to an Invoice.
- 3.4. Phillippa's prices represent the exclusive value of the supply for GST purposes and You must pay GST in addition to the stated value unless specifically stated to include GST.
- 3.5. You will be liable for any costs incurred by Phillippa's in retrieving outstanding payments.

4. DELIVERY

Delivery takes place on the date and time the Goods are left by Phillippa's at the address nominated by You as the delivery address.

5. PROPERTY AND RISK

- 5.1. You accept the risk of loss, damage or deterioration of the Goods from the time of delivery.
- 5.2. Phillippa's reserves the following rights, in addition to any other rights or remedies to which it is entitled, until You pay the Charges and any interest owing pursuant to clause 3.2:
 - 5.2.1. ownership of the Goods;
 - 5.2.2. the right to enter your premises (or the premises of any associated company or your agent where the Goods are held) without liability for trespass or any resulting damage and retake possession of the Goods; and
 - 5.2.3. the right to keep or re-sell Goods repossessed under clause 5.2.2.
- 5.3. If You fail to pay the Charges on the due date, then in addition to any other rights or remedies to which it is entitled, Phillippa's may in its absolute discretion withhold supply and delivery of any further goods.

6. EXCLUSIONS AND LIMITATIONS

- 6.1. Subject to 6.3, Phillippa's excludes from these conditions all conditions and terms implied by statute, general law or custom.
- 6.2. To the extent permitted by law, Phillippa's excludes all liability to You for acts or omissions of Phillippa's, any delay, non-delivery or other failure to supply the Goods or any injury, loss or damage of any kind in tort (including negligence) or contract or otherwise arising out of the Goods on these conditions.
- 6.3. If the Goods are supplied to You as a "consumer" of goods or services within the meaning of "consumer" in the Competition and Consumer Act 2010 as amended or similar state legislation, nothing in these conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred by the Competition and Consumer Act 2010 as amended or similar legislation, except to the extent permitted by law.
- 6.4. If the Goods are goods not ordinarily acquired for personal, domestic or household use or consumption for the purposes of the Competition and Consumer Act 2010 as amended or similar legislation, Phillippa's liability is limited to the supply of the Goods again or payment of the cost of supplying the Goods.
- 6.5. The exclusions in 6.1 and 6.2 extend to loss of profits, business or anticipated savings and other indirect or consequential damage and to economic loss and even if Phillippa's knows they are possible or otherwise foreseeable.

7. PURCHASER'S ACKNOWLEDGEMENT

- 7.1. Despite anything else in these conditions, You acknowledge that:-
 - 7.1.1. Prior to ordering the Goods You satisfied Yourself as to the their suitability for Your purpose; and
 - 7.1.2. Phillippa's has made no warranty or representation about the Goods' quality, fitness for purpose, safety or suitability.

8. USE-BY DATE

- 8.1 Goods must not be sold beyond their 'use-by' or 'best-by' date (where relevant).
- 8.2 If You do not comply with clause 8.1, You must indemnify Phillippa's for any costs or expenses and any loss or damage resulting (directly or indirectly) from the sale or supply by You of such Goods.
- 8.3 Bread may only be sold after the date of delivery if it is clearly marked to show the age of the bread.

PHILLIPPA'S PTY LTD - CONDITIONS OF SALE FORM (Continued)

9. VARIATIONS

- 9.1 Phillippa's may vary these conditions from time to time in its absolute discretion and You agree to be bound by such varied conditions provided that You receive at least 14 days written notice of such varied conditions.

10. GENERAL

- 10.1. These conditions are governed and must be construed under the laws of the State of Victoria and Phillippa's and you submit to the exclusive jurisdiction of the Courts of that state.
- 10.2. If a condition or part is unenforceable the unenforceability does not affect any other part of the conditions or any other condition.
- 10.3. Phillippa's is not bound by any waiver, discharge or release of a condition or any agreement which varies these conditions unless it is in writing and signed for Phillippa's by an authorised officer.
- 10.4. If Phillippa's waives a breach of condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.

IF CUSTOMER IS A COMPANY:

EXECUTED by

ACN

in accordance with Section 127
of the Corporations Act

Signature
Full name (BLOCK LETTERS)
Address
Office held (Director, Secretary or Sole Director and Sole Company Secretary)
Date

Signature
Full name (BLOCK LETTERS)
Address
Office held (Director, Secretary or Sole Director and Sole Company Secretary)
Date

IF CUSTOMER IS A SOLE TRADER / INDIVIDUAL:

SIGNED SEALED AND DELIVERED

by
in the presence of:

]
]
]

.....
Customer Signature

Full Name in Block Letters:

.....
Signature of witness

.....
Name of witness

Dated the _____ day of _____, 20__



BREADS, PASTRIES & PROVISIONS

GUARANTEE AND INDEMNITY FORM

To: Phillippa's Pty Ltd
(ACN 063 662 224)
of: 57 Crown Street
Richmond, Victoria, 3121

I/we being (owners/
directors/ other - specify) of of

..... (hereinafter called the "Customer"), in consideration of
Phillippa's Pty Ltd ("Phillippa's") agreeing at my/our request to supply the Customer DO AND EACH
OF US DOTH for ourselves and our representative executors and administrators covenant as
follows:-

1. I/we guarantee the performance and observation by the Customer of the terms and conditions set out in Phillippa's Conditions of Sale (as varied from time to time in the absolute discretion of Phillippa's in accordance with those conditions) including but not limited to timely payment by the Customer for all such goods as Phillippa's may from time to time at the Customer's request supply and deliver to the Customer.
2. We covenant with Phillippa's to duly and punctually pay to Phillippa's all money and interest and any other moneys payable under Phillippa's Conditions of Sale and shall perform and observe all other conditions and covenants therein contained on the part of the Customer to be performed and observed;
3. This guarantee is a continuing guarantee to Phillippa's for all of the obligations imposed on the Customer by the Phillippa's Conditions of Sale (from time to time) including but not limited to the whole debt owed at any time by the Customer to Phillippa's.
4. I/we indemnify Phillippa's and Phillippa's employees, servants and agents against all loss, damage, costs and expenses suffered or incurred by Phillippa's as a result of or in connection with any failure by the Customer to comply with its obligations under Phillippa's Conditions of Sale including but not limited to failure to pay any money owing to Phillippa's in accordance with Phillippa's Conditions of Sale.
5. I/we acknowledge that this guarantee and indemnity will remain in full force and effect notwithstanding:
 - (a) that Phillippa's may grant time or any other indulgence to the Customer in respect of all or any of the obligations of the Customer under any agreement between the Customer and Phillippa's;
 - (b) that the Customer may avoid liability in respect of all or any of the obligations of the Customer on the grounds of lack of power or defect in execution of any Agreement by any party;
 - (c) that the Customer commits any act of bankruptcy as defined in the Bankruptcy Act 1966 (Cth), makes a scheme or arrangement with creditors, or is placed in receivership, liquidation, administration or any form of insolvency administration; and
 - (d) that Phillippa's for any reason has not exercised or does not exercise, all or any one or more of the rights or powers of Phillippa's against the Customer, or in respect of any other security or surety against which Phillippa's may claim to satisfy any liability of the Customer.
6. All dividends, compositions and payments received by Phillippa's from the Customer or from the Customer's estate, whether in bankruptcy or otherwise, shall be taken and applied by Phillippa's as payment for amounts due pursuant to the Agreement between the Customer and Phillippa's. However, until Phillippa's has received the full amount of all monies owing by the Customer to Phillippa's, this guarantee and indemnity shall continue to apply and I/we agree not to make any claim against the Customer for any amounts owing to me/us.

PHILLIPPA'S PTY. LTD.
A.B.N. 61 427 450 798
57 CROWN STREET RICHMOND, VICTORIA 3121.
TEL (03) 9428 5363 FAX (03) 9428 3221

GUARANTEE AND INDEMNITY FORM (continued

7. Phillippa's may at any time or times in its absolute discretion, and without giving any notice whatsoever to me/us, refuse to supply further goods to the Customer without discharging or impairing my/our liability under this guarantee.
8. A change in the constitution or shareholding of Phillippa's shall not impair or discharge my/our liability under this guarantee.
9. In order to give effect to this guarantee I/we declare that Phillippa's shall be at liberty to act as though I/we were a principal debtor and I/we waive all and any of my/our rights as guarantor which may at any time be inconsistent with any of the provisions in this guarantee and will not (unless Phillippa's consents in writing) claim payment of any money from the Customer.
10. I/we agree that the guarantee and indemnity set out herein:
 - (a) is in addition to and not in substitution for any other rights which Phillippa's may have under any agreement or otherwise at law or in equity;
 - (b) may be enforced against me/us without first having recourse to any rights and without first taking any steps or proceedings against the Customer;
 - (c) where two or more persons are named as the Guarantors, is enforceable against each of us jointly and severally; and
 - (d) is a principle obligation of the Guarantors.

Dated the _____ day of _____, 20__

SIGNED SEALED AND DELIVERED

by

in the presence of:

]
]
]

.....
Signature of Guarantor

Full Name in Block Letters:

.....
Signature of witness

.....
Name of witness

SIGNED SEALED AND DELIVERED

by

in the presence of:

]
]
]

.....
Signature of Guarantor

Full Name in Block Letters:

.....
Signature of witness

.....
Name of witness



BREADS, PASTRIES & PROVISIONS

TRADE REFERENCE AUTHORISATION FORM

To determine whether to provide goods to ("the Customer"),
I/we authorise Phillippa's Pty Ltd to:

1. obtain a report about commercial activities/commercial credit worthiness from a credit agency; and
2. contact the below business/trade referees authorizing them to provide all information requested by Phillippa's Pty Ltd:

Referee 1	Referee 2
Business:	Business:
Contact:	Contact:
Address:	Address:
Phone: Fax:	Phone: Fax:
Mobile:	Mobile:

Referee 3	Referee 4
Business:	Business:
Contact:	Contact:
Address:	Address:
Phone: Fax:	Phone: Fax:
Mobile:	Mobile:

I/We also authorise Phillippa's Pty Ltd to use these questions to obtain this information.

1. How long has the Customer been trading with you?
2. Does the Customer pay you on 7, 14 or 30-day terms (or do they pay COD)?
3. What is the Customer's weekly/ monthly expenditure with you?
4. Does the Customer pay within (and otherwise comply with) their agreed terms?
5. Do you have any problems with them at all?
6. Any other comments:

.....
Customer Signature

Printed Name :

PHILLIPPA'S PTY. LTD.
A.B.N. 61 427 450 798
57 CROWN STREET RICHMOND, VICTORIA 3121.
TEL (03) 9428 5363 FAX (03) 9428 3221



BREADS, PASTRIES & PROVISIONS

CUSTOMER DETAILS FORM

COMPANY NAME

CONTACTS

Who should be Phillippa's primary contact?

Name: _____

Telephone No: _____ Mobile No: _____

Fax No: _____ Email Address: _____

Ordering

Who is the best person for Phillippa's to contact about orders?

Name: _____

Telephone No: _____ Mobile No: _____

Fax No: _____ Email Address: _____

Accounts

Who is the best person for Phillippa's to contact about payments and accounts?

Name: _____

Telephone No: _____ Mobile No: _____

Fax No: _____ Email Address: _____

Would you prefer Statements via ☐ email ☐ fax ☐ post ?

DELIVERY INFORMATION

What are your trading hours?

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
[]	[]	[]	[]	[]	[]	[]

When can Phillippa's have delivery access from?

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
[]	[]	[]	[]	[]	[]	[]

Are there any special delivery instructions we should know about?

Can you supply Phillippa's with a key, door code or swipe card for out of hours access?

☐ Yes ☐ No

PHILLIPPA'S PTY. LTD.

A.B.N. 61 427 450 798

57 CROWN STREET RICHMOND, VICTORIA 3121.

TEL (03) 9428 5363 FAX (03) 9428 3221

