

**COTTENHAM SERVICES PTY LTD**

(Trading as Fesq &amp; Company, Morambro Creek Wines)



# Customer credit application

**1. APPLICANT'S DETAILS** (Note – We do not accept applications from a "Trust":

Applicant's legal name							
Applicant's legal status		Pty Ltd <input type="checkbox"/>	Public Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Club or Association <input type="checkbox"/>	Sole trader <input type="checkbox"/>	
Licenced trading name						Liquor license No.	
Type of premises		Liquor store <input type="checkbox"/>	Restaurant <input type="checkbox"/>	Wholesaler <input type="checkbox"/>	Club <input type="checkbox"/>	Hotel <input type="checkbox"/>	Other <input type="checkbox"/>
ABN	<input type="text"/>	<input type="text"/>	<input type="text"/>	ACN	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing address		Suburb			State	Postcode	
Email	<input type="text"/>	Tel	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Delivery address							
		Suburb			State	Postcode	
Accounts contact		Monthly credit limit requested:					
		Email			Phone		
Period of trading under present name							
Applicant's bank		Bank branch		Branch no.			
Bank account number		Name of account					

## Application for credit

**2. DIRECTORS' DETAILS**

Full name of Director/Partner/Committee Member/Sole Trader	Private address	Drivers License No.	Date appointed	Date of birth	Mobile
1.					
2.					
3.					

**3. TRADE REFERENCES**

Please supply particulars of three (3) of the Applicants major suppliers. References should be liquor-related but **please do not supply as references: ALM or any brewery or soft drink company**, as these companies will not confirm credit references.

Company name	Contact name	Phone	Fax
1.			
2.			
3.			

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# Application for credit (cont'd.)

**5. ACCEPTANCE OF TERMS**

1. I/We hereby apply for credit payment terms with Cottenham Services Pty Ltd ACN 001 993 362 (**Cottenham**) on behalf of the Applicant and warrant and represent to Cottenham that:
  - (a) I/We are duly authorised to make this application and do all things related to the application and make all statements for and on behalf of the Applicant;
  - (b) I/We are aware that Cottenham will be relying upon the information which I/We have provided on behalf of the Applicant in this application;
  - (c) all particulars in this credit application are true and correct; and
  - (d) the Applicant is at the time of making this application, and will be at the time of all future dealings with Cottenham solvent and able to pay its debts as and when they fall due; and
  - (e) I/We have received a complete and legible copy of the Cottenham's Terms of Trade (**Terms of Trade**) and acknowledge that I/We have read and understand the Terms of Trade.
2. I/We acknowledge that Cottenham may suspend or withdraw any credit facility granted to the Applicant as Cottenham thinks fit.
3. I/We hereby agree that any order made to Cottenham will be an offer to purchase goods with the Terms of Trade and the Terms of Trade shall be the terms of any contract for the supply of good by Cottenham.
4. I/We hereby agree to be bound by Terms of Trade.

Full name	
Title	
Signature	
Date	

Full name	
Title	
Signature	
Date	

Full name	
Title	
Signature	
Date	

Full name	
Title	
Signature	
Date	

**Please return this form to: Cottenham Services Pty Ltd ACN 001 993 362**

9/37 Nicholson Street, BALMAIN EAST 2041 NSW Australia

**Phone:** (02) 9313-1800 **Fax:** (02) 9316-6071

**Email:** orders@cottenham.com.au

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# Credit reference authorisation

**NB: Where the Applicant is a company, signatures of all directors are required.****In the case of partnerships, signatures of all partners are required.****ACCEPTANCE OF TERMS**

1. The Applicant acknowledges that Cottenham may wish to obtain credit reference reports from credit providing bodies or from credit reporting agencies in order to assess this Credit Application.
2. On behalf of the Applicant, I/We give express authorisation to Cottenham to:
  - (a) Give to a credit reporting agency personal information in relation to this Credit Application for commercial credit, including full name, sex, date of birth, current address and drivers license;
  - (b) Obtain from any credit reporting agency any credit report containing any credit information about the Applicant in order to assess this Credit Application;
  - (c) Seek from any other of the Applicant's credit providers or suppliers information of and incidental to the Applicant's creditworthiness, credit rating, credit history or financial capacity that credit providers are permitted at law to provide or receive from each other;
  - (d) Use any information which it obtains pursuant to this Credit Application to assess this or any further application by the Applicant for credit, to notify the Applicant's other credit providers of any defaults in payment by the Applicant, and to exchange information with the Applicant's other credit providers; and
  - (e) Give and seek from credit providers information about their credit arrangements including their credit worthiness, credit standing, credit history, credit capacity or information otherwise permissible under the Privacy Act 1988 to assess this Credit Application and to notify other credit providers of a default.
3. I/We warrant that I/We duly authorised by the Applicant to sign this Credit Reference Authorisation.

Full name		Full name	
Title		Title	
Signature		Signature	
In the presence of:	(Witness)	In the presence of:	(Witness)
Full name	(Witness)	Full name	(Witness)
Date		Date	

Full name		Full name	
Title		Title	
Signature		Signature	
In the presence of:	(Witness)	In the presence of:	(Witness)
Full name	(Witness)	Full name	(Witness)
Date		Date	

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# Personal guarantee of directors/partners/sole trader

**ACCEPTANCE OF TERMS**

1. In consideration of Cottenham having agreed at the directors' request to supply goods and to give credit and accommodation to the Applicant, the directors unconditionally and irrevocably guarantee, jointly and severally, the due and punctual payment to Cottenham on demand of all moneys now or in the future payable to Cottenham by the Applicant.
2. This guarantee shall be a continuing guarantee and shall not be affected by any payment of moneys or settlement of account, Cottenham granting time or any other indulgence to the Applicant or any other person; any arrangement between Cottenham and the Applicant or any other person, Cottenham' failure or neglect to recover moneys, any lack of power on any directors' part to give this guarantee; the release, discharge or transfer or any security held by Cottenham; any director not executing this guarantee; or any other event, act or omission on Cottenham' part whatsoever.
3. This guarantee is a principal obligation and is enforceable notwithstanding that the moneys guaranteed are irrecoverable from the Applicant.
4. The liability of each of us is joint and several and Cottenham may grant any time or indulgence, or accept any payment or part payment, or release or waive any liability or claim, to or for the Applicant or any of us without discharging or releasing any liability of the other(s).
5. I/We acknowledge that the enforceability of this guarantee will not be affected in any way by the failure of any person to sign this guarantee. And further in order to give full effect to the provisions of this guarantee I/We hereby waive and each of us hereby waives all rights inconsistent with the above provisions and which I/We might otherwise surely be entitled to claim and enforce.
6. No demand proceedings actions claims or suits shall be required by Cottenham against the debtor as a prerequisite to Cottenham making a claim against the guarantors under this guarantee.

Full name		Full name	
Title		Title	
Signature		Signature	
In the presence of:	(Witness)	In the presence of:	(Witness)
Date		Date	

Full name		Full name	
Title		Title	
Signature		Signature	
In the presence of:	(Witness)	In the presence of:	(Witness)
Date		Date	

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