



Danish Patisserie



Danish Patisserie

Cookies & More

Cake Box

Credit Application Form Clauses - Commercial Credit

Full Name of Business: _____

Trading Name: _____

ABN No: _____ ACN No: _____

Nature of Business: _____

Postal Address: _____

Trading Address: _____

Nearest Landmark: _____

Bus. Phone Number: _____ Fax Number: _____

Sales / Orders Contact: _____ Mobile Phone No: _____

Accounts Payable Contact: _____

Phone Number: _____ Fax Number: _____

Accounts Email Address: _____

Directors / Proprietors / Sole Traders details (MUST be completed by each Director / Proprietor)

| Name | Private Address (No PO Boxes) | Date of Birth | Private Phone No |
|-------|-------------------------------|---------------|------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Trade References – Within the Wholesale Food Industry:

| Company Name | Address | Telephone | Contact |
|--------------|---------|-----------|---------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

On Average how much do you expect to spend per week? \$ _____

| | |
|--------------------------------------|--|
| DELIVERY WINDOW | |
| SPECIAL DELIVERY REQUIREMENTS | |
| KEYS AND ALARM | |

INFORMATION

Terms – Please select the Type of Credit Account you would like to apply for:

- COD – **Payments due prior to / on delivery.**
- Weekly – **Payments due every week on Fridays.**

EFT – Direct to Cakes West P/L.ta Danish Patisserie **BSB: 066-166 ACC: 10916038**
EFT – Direct to Cakes West P/L. ta Cookies and More **BSB: 066-166 ACC: 10916054**
EFT – Direct to Cakes West P/L. ta Cake Box **BSB: 066-166 ACC: 10916046**
Please Fax **9377 374 4** or e-mail your remittance advices to leslev@cakeswest.com.au

Monthly – **Payments due 7 days from EOM**

Payment – Please nominate your preferred payment option. You may Change your selection at any time.

Cheque – Post with your remittance advice to 5 Dyer Road BASSENDEAN 6054
*Please ensure your cheque reaches our office **on or before your payment due date.***

Credit Card - I hereby give authorisation for Cakes West P/L to debit the following credit card account at the end of each billing cycle the amount due.

Card No: _____

Expiry Date: _____

Card Type: Visa / Mastercard

Date: _____

CVC (3 digits from back of card): _____

Signature: _____

VERY IMPORTANT NOTICE – LATE PAYMENT PENALTIES

I/we agree that Cakes West P/L may charge me/us the equivalent of 18% per annum per billing cycle on overdue amounts payments relating to commercial credit owed by me/us. **The charge will apply each billing cycle until all overdue payments are received in full.**

I/we agree that I/we are responsible for any other expenses incurred by Cakes West P/L in respect of opening & maintaining any accounts which includes Debt Collection costs, Legal fees, wether charged on scale or on any other basis incurred, shall be paid by me/us on demand.

1. Agreement that Cakes West P/L may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)

If Cakes West P/L considers it relevant to assessing my/our application for commercial credit, I/we agree to Cakes West P/L obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Cakes West P/L T/as Cakes West P/L.

2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)

I/we agree to Cakes West P/L obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Cakes West P/L or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Cakes West P/L T/as Cakes West P/L.

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree that Cakes West P/L may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

1. Applicant

Name (Please Print) _____

Signature _____ Date _____

2. Applicant

Name (Please Print) _____

Signature _____ Date _____

3. Applicant

Name (Please Print) _____

Signature _____ Date _____

4. Applicant

Name (Please Print) _____

Signature _____ Date _____

**Please allow 3 – 5 business days for this application
to be processed & the account ready for use.**

| | |
|-------------------------------|--------------|
| OFFICE USE ONLY | |
| Checked by: | Date: |
| Credit Check Comments: | |
| | |
| | |
| | |
| | |
| | |
| | |

| | |
|---------------------------|----------------------------|
| APPROVED: | Yes / No |
| Account Set up by: | Date: |
| Set up in Triumph? | Set up in Costings? |
| | |

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TERMS & CONDITIONS

- All accounts are due and payable within the terms stated as per the notice in Clause 2. Disputes and or claims do not constitute grounds for non-payment of amounts, other than those in dispute.
- The purchaser acknowledges that it is not entitled to any credit facility until it receives in writing ("the notice") from Cakes West P/L stating that the credit facility has been given and specifying the terms and conditions upon which such credit facilities are given. Until the purchaser receives the notice, any goods that are supplied to it by Cakes West P/L shall be on a CASH ON DELIVERY basis. If Cakes West P/L, prior to approving the credit facility, grants to the Purchaser time to pay for any goods supplied, then such supply shall not amount to a waiver by Cakes West P/L of any of the terms of this contract, nor be construed as being by implication, a grant of credit facilities.
- Unless otherwise agreed to in writing by Cakes West P/L, any monies owing by the Purchaser to Cakes West P/L after the due date for payment, shall bear interest at the rate of 22% per annum on the greatest monthly debit balance and shall be borne by the purchaser and that interest shall accrue from day to day until the total debt is completely satisfied by the purchaser and received by Cakes West P/L. Any monies forwarded by the Purchaser and received by Cakes West P/L, shall be appropriated to the elimination of interest payable and thereafter the balance to satisfy all other debts until those debts are paid in full.
- Cakes West P/L retains the right at all times to vary the terms of the credit facility including, without limiting the generality hereof, the interest rate payable from time to time or to withdraw the credit facility and to do so without notice to the Purchaser or the Guarantor.
- Cakes West P/L reserves the right to refuse further supply of any goods where a cheque has been issued for the satisfaction, whether full or partial, of a debt and that cheque has been dishonoured or where any monies owing by the Purchaser remain outstanding after the due date for payment.
- Cakes West P/L reserves the right to require from time to time further security containing such terms and conditions as Cakes West P/L in it's absolute discretion shall think fit, to be given as a condition precedent for the continuation of the credit facility.
- For the purpose of Clause 6 hereof, further security includes a) guarantees by such third persons as Cakes West P/L shall in it's absolute discretion determine; b) a mortgage or charge over the whole or any part of the Purchasers assets or undertaking.
- All cost expenses or disbursements incurred by Cakes West P/L a) in the maintenance of the purchasers account; b) as consequence of the Purchasers default in observing the terms and conditions of the sale including debt collection agency fees, legal costs and all costs associated with registering a caveat; or c) as a result of any of the Purchasers cheques being dishonoured; d) by reason of Cakes West P/L requiring further security to be provided, shall be payable by the Purchaser and/or Guarantor/s upon demand.
- The parties agree that the ownership of the goods supplied ("the goods") by Cakes West P/L to the Purchaser shall remain in Cakes West P/L until the Purchaser has paid all sums owing to Cakes West P/L whether under this or any other contract.
- Where the purchaser has not paid all sums owing to Cakes West P/L under this or any other contract, the Purchaser agrees with Cakes West P/L to keep the goods as a fiduciary for Cakes West P/L and shall store the goods separately from any other goods in a manner that clearly shows Cakes West P/L as the owner of those goods.
- Notwithstanding the provisions hereof, the Purchaser may sell the goods to a third party in the course of business and deliver them to that party, PROVIDED THAT where the purchaser is paid by that party, the Purchaser holds the whole of the proceeds of sale on trust for Cakes West P/L.
- The parties agree that the provisions of this contract shall apply notwithstanding an agreement, whether subsequent to this agreement or not, between the parties under which Cakes West P/L gives the Purchaser credit.
- Where the Purchaser is a trustee a) the Purchaser warrants that he has authority and power to make this application in accordance with the provisions of the trust instrument and by operation of law; and b) that he agrees to be bound and liable both as trustee for the trust and personally.
- The Purchaser and Guarantor/s hereby charges all it's/their right, title and interest in any real property held in the Purchaser's and/or Guarantor/s names, whether jointly with a third party, or singularly, with payment of all monies that may become due and payable to Cakes West P/L and hereby authorises Cakes West P/L to register a caveat over any real property of which the Purchaser and/or the Guarantor/s are the registered proprietors.
- The Purchaser shall no later than 14 days prior to any proposed change of ownership, shareholding, control or directors of the Purchaser, notify Cakes West P/L of the proposed change, and the Purchaser and Guarantor shall be liable for any goods supplied to the purchasers after such change unless Cakes West P/L shall have acknowledged in writing, acceptance of the intended change and expressly releases the Purchaser and the Guarantor from the liability.
- If Cakes West P/L considers it relevant to assessing the Purchasers application for commercial credit, the Purchaser agrees to Cakes West P/L obtaining from a credit-reporting agency a credit report containing personal credit information about the Purchaser in relation to commercial credit provided by Cakes West P/L.
- For the purpose of these Terms And Conditions "Cakes West P/L" means Cakes West Pty Ltd.

By signature hereof, the above Terms and Conditions are thus agreed to.

| | | |
|-------------------------------------|--------------|-------|
| | | |
| Signature of Director or Proprietor | Name & Title | Date |
| | | |
| Signature of Director or Proprietor | Name & Title | Date |
| | | |
| Signature of Director or Proprietor | Name & Title | Date |

LETTER OF GUARANTEE

TO: Cakes West P/L

IN CONSIDERATION of you agreeing to supply

_____ (insert name of Company)

goods on credit I hereby agree with you as follows: -

1. I/we shall be answerable and responsible to you for due payment by the said Company for all such goods as you may from time to time supply to it.
2. This agreement shall be a continuing guarantee to you for all debts whatsoever and whensoever contracted by the said Company with you in respect of goods you supply to it
3. You are to be at liberty without notice to me at any time and without in anyway discharging me from any liability hereunder to grant time or other indulgence to the said Company and to accept payment from me in cash or by means of negotiable instruments and to treat me in all respects as though I were jointly and severally liable with it to you instead of being merely surety for it.

.....
Signature of Guarantor Date Witness Date

.....
Signature of Guarantor Date Witness Date

.....
Signature of Guarantor Date Witness Date
