

ACCOUNT APPLICATION

Section 1 – Business Details

Trading Name		ABN	
Legal Entity Name		ACN	

(The Applicant)

Delivery Address		Phone	()
Suburb		Postcode	

Sole Trader Partnership Company Trust (If a trust, please state full names/company name of trustees)

Section 2 – Primary Contact

Contact Name		Contact Phone	()
Contact Email			

Section 3 – Accounts Contact (if different)

Contact Name		Contact Phone	()
Contact Email			

Section 4 – Trading

Order No. Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Account Type	<input type="checkbox"/> 30 Days EOM <input type="checkbox"/> Credit Card
Delivery Instructions			

Section 5 – Credit (only required for Account Type of 30 Days EOM)

- The applicant applies to Select Office Solutions Pty Ltd – trading as Office Basics for a credit account.
- Should this application be accepted by Office Basics, the applicant agrees that the credit account and any contract between Office Basics and the applicant shall incorporate the usual Terms and Conditions of trade, a copy of which is annexed or can be obtained on application.
- The applicant shall notify Office Basics of any change in the constitution or structure of the applicant or the sale of the business operated by the applicant and agrees that it shall continue to be liable to Office Basics for any sums outstanding on the account opened on behalf of the applicant until the later of;
 - written notice is received from the applicant that it has changed the constitution or structure or the sale of the business.
 - the account has been closed and full payment has been received by Office Basics.
- The applicant agrees that the terms and conditions applying to any credit account opened in the name of the applicant and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of claims, proceedings and matters arising out of or in respect of the said credit account.

DATED this		day of		20
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Signature of
Authorised Officer

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Name of
Authorised Officer

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TERMS AND CONDITIONS OF TRADE

The following terms and conditions apply to and form part of any contract between Select Office Solutions Pty Ltd (the Company) and a customer for the supply of goods and services by the Company whether or not quotations are given and how they are given. These terms and conditions replace any previous terms and conditions.

1. PRICES AND SPECIFICATIONS

- a. Prices and specifications are subject to change without notice. All prices are subject to any Federal, State or other taxes in effect at the time of dispatch.
- b. The customer shall pay forthwith upon demand by the Company any goods and services, consumption, value added or similar tax (GST) or reimburse the Company for any GST paid or payable by the Company in respect of such GST imposed on the Company as supplier with respect to any payment by the customer to the Company of any price or other monies to be paid pursuant to any supply of goods and/or services by the Company to the customer.

2. QUOTATIONS

- a. Quotations are valid for thirty (30) days from date of writing. The Company may amend, vary or withdraw the quotation at any time.
- b. No quotation given by the Company shall constitute an offer. An order placed by a customer (whether or not pursuant to any such quotation) is not binding on the Company unless and until agreed to in writing by the Company.
- c. Quotations cover only the work specified therein. All prices quoted are excluding GST at the unit price. GST is shown as a total at the bottom of the quotation.
- d. All verbal quotations are excluding GST unless otherwise specified.

3. PAYMENT

- a. Unless otherwise agreed to in writing all goods will be supplied on a 30 days from End of Month credit account.
- b. The offer of credit shall be at the absolute discretion of the Company and where extended shall require payment by net cash within 30 days from end of month.
- c. If the customer defaults in the payment of any monies due to the Company, the Company shall be entitled to charge interest on all amounts not paid by the due date for payment. Such interest shall be calculated on a daily basis from the due date for payment until the date the Company received payment at such rate as may be determined by the Company, up to but not exceeding a rate of three percent (3%) per annum about the rate charged by the Company's Bank on overdrafts.

4. DELIVERY

- a. The Company shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or failure to deliver due to circumstances beyond its reasonable control and the customer shall accept and pay for goods notwithstanding late delivery.
- b. Possession of and risk in the goods shall pass to the customer at the time goods are loaded onto the vehicle at the Company's premises (Delivery).
- c. The customer shall be responsible for and shall indemnify the Company for loss or damage to the goods from the time of delivery until paid for in full.

5. WARRANTY

- a. The company shall not be liable for any warranty-based issues that may arise as a result of faulty goods or goods not meeting customer expectations. All warranty promoted or stated by the company is supplied and fulfilled by the manufacturer. The Company shall act on behalf of all parties involved to ensure that the manufacturer deals with warranty issues in a timely manner.
- b. The Company shall not of themselves provide a refund or credit without first receiving the same from the manufacturer who is providing the warranty. Once the Company receives the credit or replacement product from the manufacturer, the Company will then issue the credit or replacement product to the Customer.

6. INDEMNITY

Without prejudice to any other rights the Company may have, the Customer unconditionally shall indemnify the Company for and all losses, losses, damage and expenses incurred by the Company should the Customer cancel any order or breach any term hereof.

7. RISK

Unless otherwise agreed in writing, risk in the goods shall pass to the purchaser at the time when the goods have been placed on the vehicle which is to effect delivery from the Company's store or warehouse or delivery to the purchaser whichever is the sooner. The goods shall remain at the Customer's risk at all times unless and until the Company retakes possession of the goods pursuant to these terms and conditions.

8. TITLE

Legal and equitable title shall remain with the Company until full payment for all debts owed to the Company is made. Until payment is made in full the Customer will have responsibility as bailee of the goods and will return the goods to the Company if so requested. Notwithstanding the foregoing the customer as fiduciary may sell or deal with the goods in the ordinary course of its business whereupon the bailment shall immediately terminate. The Customer shall at all times permit the Company to enter into any premises upon which the goods are situated or stored and remove the goods in the event that the Company is entitled to exercise its rights pursuant to this clause.

9. FORCE MAJEURE

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Select Office Solutions Pty Ltd, Select Office Solutions Pty Ltd is unable to perform in whole or in part any obligation under this agreement Select Office Solutions Pty Ltd shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the purchaser in respect of such inability.

10. DEFAULT

Should the Customer fail to make payment for any goods or service supplied by the Company or commit an act of bankruptcy or by act or omission enable the appointment of a scheme manager, trustee, official manager, receiver or manager, administrator or liquidator or any other person authorized to enter into possession or assume control of any property of the Customer pursuant to a mortgage or other security, or according to Law the Customer shall be in breach of these Terms and Conditions of Trade and the Customer acknowledges that the Company may, without prejudice to any other rights it may have, do any or all of the following –

- a. withdraw any credit facilities which may have been extended to the Customer and demand immediate payment of all monies owing to the Company;
- b. withhold any further deliveries of goods or performance of services required under the contract;
- c. in respect of goods already delivered, enter into the Customer's premises to recover and resell same for its own benefit;
- d. suspend and/or terminate performance of any other contracts which the Company has with the Customer.

11. COLLECTIONS CHARGES

Any expenses, costs or disbursements incurred by the Company in recovering any outstanding monies from the Customer including debt collection agency fees and commission and solicitors costs (full indemnity basis) shall be paid by the Customer.

12. GOVERNING LAW

All contracts between the Company and the Customer shall be governed by the Law of the State of New South Wales and of the Commonwealth of Australia and for this purpose the Courts of the State of New South Wales and of the Commonwealth of Australia shall have non-exclusive jurisdiction in respect of any dispute or issues arising out of such contracts.

PRIVACY PROTECTION INFORMATION
Acknowledgment & Consent

To: Select Office Solutions Pty Ltd

Notice and Acknowledgment that Credit Information May be Given to a Credit Reporting Agency

I/We understand the Privacy Act allows you to give a credit reporting agency certain personal information about me/us which I/we authorise you to do. The information which may be given is covered by Section 18E(1) of the Act.

Authority to Obtain Credit Information

I/We authorise you to obtain from a credit reporting agency;

- a credit report containing personal credit information about me/us for the purpose of assessing an application by me/us or my/our company/firm for commercial credit;
- other information relating to my/our commercial credit activities;
- a credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect of commercial credit which you have provided to me/us or my/our company/firm;
- a credit report containing personal credit information about me/us for the purpose of assessing whether to accept me/us as a guarantor.

Authority to Exchange Information with Other Credit Providers

I/We authorise you to give to and obtain from:

- credit providers named in my/our credit application;
- any agent of yours that is deemed to be a credit provider pursuant to Section 11B(5) of the Act; and
- any credit provider that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial reporting agency respectively.
- Information about my/our personal or commercial credit arrangements which can include information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act, 1988 and the information may be given and used for purposes that include the following;
 - to assess an application by me/us for personal or commercial credit;
 - to assist me/us avoid defaulting on my/our credit obligations;
 - to notify other credit providers of a default by me/us;
 - to assess my/our credit worthiness; and
 - to assess my/our position if I/we fall into arrears.

Name and address of individual/s
giving his/her Consent

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Signature of individual/s
giving his/her consent.

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