

Application For Commerical Credit Facility

Details of Entity: Company Trading Trust Sole Trader
 Partnership Local Government

ABN _____ ACN _____ Date of Registration ____/____/____

Legal Business Name _____

Trading As _____

Street Address _____

_____ State _____ Postcode _____

Postal Address For Business Invoices and Business Correspondence _____

Accounts Contact Person _____ Department _____

Telephone () _____ Fax () _____ Mobile _____

Name of Bank _____ BSB _____

Account No. _____

Nature of Business _____

Business Premises: Owned Rented Mortgaged No. of Employees _____

Amount of Credit Requested: \$ _____

Details of Owner: Sole Trader Partners Directors Trustees

Full Name _____ Full Name _____

Residential Address _____ Residential Address _____

_____ Postcode _____ Postcode _____

Telephone () _____ Telephone () _____

Driver's License No. _____ Driver's License No. _____

Date Of Birth ____/____/____

Date Of Birth ____/____/____

Banking Details:

Banking Details:

Name of Bank _____ Name of Bank _____

Branch _____ Branch _____

BSB _____ Acc No. _____ BSB _____ Acc No. _____

Applicant's Declaration

I/We hereby apply for credit facility with **jaz creative** and certify that all the information supplied in this application is true and correct. I/We have read the attached terms and conditions associated with the operation of the credit facility. I/We authorise **jaz creative** to conduct a Credit History check with an external Credit Agency . This information will be treated as Confidential and will not be supplied to any other organisation.

Signature of Authorised Signatory _____

Authorised Signatory's Name _____

Title (IN BLOCK LETTERS) _____

Date ____/____/____

Signature of Authorised Signatory _____

Authorised Signatory's Name _____

Title (IN BLOCK LETTERS) _____

Date ____/____/____

Office Use Only		
Accepted by	Head Office	Payment Terms
Date	Approved Credit Limit	Account No.

Please return completed form to:
 FAX: 1300 736 066

Terms and Conditions of Trade with jaz creative

NOTE: These Terms and Conditions will form part of all trading arrangements between the Company and the Customer for the provision of Services by the Company to the Customer and can only be varied by written notice by the Company to the Customer

1. DEFINITIONS

In the following Terms and Conditions of Trading the "Company" shall mean jaz creative (ACN 90 995 020 716) and any related body corporate of the Company within the meaning of Section 50 of the Corporations Law; "the Customer" shall mean the entity obtaining the Services as defined herein; and "the Services" means the services to be provided by the Company to the Customer as detailed in the Schedule attached to these terms and conditions of trading and any other services agreed in writing between the Company and the Customer.

2. ACTING IN RELIANCE

The Customer warrants that the information provided by the Customer in this Application Form is true and correct. The Customer acknowledges that the Company in providing the Services to the Customer will act in reliance on this information.

3. BINDING TERMS AND CONDITIONS

The only contractual terms which are binding upon the Company are those set forth herein or otherwise agreed to in writing by the Company and those, if any, which are imposed by law and which cannot be excluded.

4. SERVICES AND PRICES

The Price of the Services shall be as detailed in writing by the Company to the Customer.

5. PAYMENT TERMS

The trading terms are 14 days from date of invoice, unless otherwise agreed.

6. SANCTIONS FOR LATE PAYMENT

If the Customer defaults in making payment to the Company in accordance with these terms and conditions the Company may in its absolute discretion:-

- (a) charge the Customer interest calculated on the portion of the Customer's account overdue from time to time at the rate of 2% per month from the date on which such default arose; and
- (b) require the Customer to reimburse the Company for all collections costs including legal costs incurred by the Company calculated on a solicitor and own client basis as a consequence of the Company instructing its solicitor to provide advice to it in connection with each default and/or to institute such recovery process as shall in the absolute discretion of the Company be appropriate in the circumstances.

7. APPLICATION OF PAYMENTS

Any payments tendered by the Customer to the Company shall be applied as follows:-

- (a) firstly as reimbursement for any collection costs incurred by the Company in accordance with Clause 5(b) hereof;
- (b) secondly in payment of any interest charged to the Customer in accordance with Clause 5(a) hereof; and
- (c) thirdly in satisfaction of part satisfaction of the oldest portion of the Customer's account.

8. PRIVACY AUTHORITY

Where Services are supplied to the Customer on credit the Customer irrevocably authorises the Company, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Customer from time to time including (but without limiting the generality of the foregoing) the making of enquiries of persons nominated as trade referees, the bankers of the Customer or any other credit providers (the information sources) and the Customer hereby authorises the information sources to disclose to the Company such information concerning the Customer which is within their possession and which is requested by the Company.

9. RELEVANT LAW

These terms and conditions of and any contract including them shall be governed by the law of the State of Western Australia and the parties submit to the exclusive jurisdiction of the Court of that State.

10. GENERAL

In respect of the Customer's obligation to make payment for Services supplied by the Company to the Customer, time shall be of the essence. All communications shall be by notice in writing and sent to the Company and the Customer at their addresses facsimile numbers and email addresses detailed herein. A notice shall be deemed received when the sender hand delivers it or (if by fax or email) receives confirmation of receipt and in any event with 24 hours of sending the notice.

Neither party can assign its rights under these terms and conditions nor may the Customer resell any Services provided by the Company without the Company's written consent.

These terms and conditions constitute the entire agreement between the Company and the Customer relating to the Services and there are no agreements understandings warranties or representations between the parties other than those contained herein.

It is the Customer's responsibility to obtain any approvals licences or permits necessary for the performance of these terms and conditions.

No waiver by the Company of any default on the part of the Customer in their performance these terms and conditions.

The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one party comprising the Customer, they shall be bound jointly and severally.

11. GST

To the extent that the supply of Services under this Agreement is taxable supply the Fee shall be increased by an amount equal to any GST which the Contractor is liable to pay in respect of that supply.

The Company's obligation to pay the Services that are taxable supplies is subject to the Contractor providing a tax invoice for those services prior to the end of the month during which the Services are provided.

The expressions of 'GST', 'supply', 'taxable supply', and 'tax invoice' have the same meaning as in A New Tax System (Goods and Services Tax) Act, 1999.