



**Danish Patisserie**




Danish Patisserie

Cookies & More

Cake Box

PLEASE SELECT WHICH ACCOUNT YOU ARE APPLYING FOR ABOVE

## 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	Driver's License No
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Trade References – Within the Wholesale Food Industry (Please provide 3 Commercial References)**

Company Name	Address	Telephone	Contact
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

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.
- Monthly – Payments due 7 days from EOM
- Credit Card – Payments due every week (each Thursday) please request a Credit Card Authorisation form

**LETTER OF GUARANTEE**

**TO: Cakes West P/L**

IN CONSIDERATION of you agreeing to supply \_\_\_\_\_ hereby agree with you as follows:

- 1 We guarantee the punctual payment to you of all money which is now or in the future owing to you by the Customer in connection with the supply of goods or services by you to the Customer, and interest payable on that money ("Guaranteed Money").
- 2 We will pay to you immediately you demand that we do any amount of the Guaranteed Money which the Customer has not paid by its due date.
- 3 We agree that:
  - (a) this document is a continuing Guarantee for the whole of the Guaranteed Money;
  - (b) our liability for the Guaranteed Money is joint and several;
  - (c) you may act against each one of us as though we were the principal debtor in place of the Customer; and
  - (d) we waive all our rights as surety which are inconsistent with this document.
- 4 Our obligations and liabilities under this document are not affected by:
  - (a) any agreement between you and the Customer being wholly or partly unenforceable;
  - (b) any release of the Customer by you;
  - (c) any variation: to the amount or the terms on which you provide credit or of any agreement between you and the Customer;
  - (d) you granting any time to pay or other indulgence to the Customer;
  - (e) negligence or mistake by you;
  - (f) you taking discharging dealing with or losing any security for the guaranteed Money;
  - (g) you refusing to supply further goods or services to the Customer;
  - (h) anything else which might prejudice or discharge our liability under this document.
- 5 Any one of us may only revoke our guarantee for further transactions by giving prior written notice forwarded by prepaid post addressed to the company secretary of Cakes West Pty Ltd A.B.N. 20 117 672 616 at its registered office in Perth and such notice shall only take effect one month after -it has actually been received by the company secretary.
- 6 All dividends and other payments received by you from the Customer (whether in liquidation or otherwise) shall be taken and applied by you as payments in gross and the right of any one of us to be subrogated to you shall not arise until you have received the full amount of the Guaranteed Money.
- 7 This Guarantee will render each of us liable to reimburse you for any monies which you may have to pay or elect to pay to any liquidator or administrator of the Customer in response to any claim they may make against you:
- 8 This Guarantee shall bind each of us and take effect as deed immediately that we sign it, regardless of whether or not others who we may have understood were to sign this Guarantee (including any persons named above) actually ever do so.
- 9 In accordance with s.18K(l)(c) of the Privacy Act, I authorise you to obtain from a credit reporting agency, a credit report containing personal information about me to assess whether to accept me as a guarantor for credit applied for, or provided to, the Customer. I agree that if you approve the Customer's application, this authorisation remains in force until the credit facility covered by the Customer's application ceases.

.....	.....	.....	.....
Signature of Guarantor	Date	Witness	Date
.....	.....	.....	.....
Signature of Guarantor	Date	Witness	Date
.....	.....	.....	.....
Signature of Guarantor	Date	Witness	Date

**TERMS AND CONDITIONS**

1. 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.
2. The purchaser acknowledges that it is not entitled to any credit facility until it receives in writing ("the notice") from Cakes West 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 shall be on a CASH ON DELIVERY basis. If Cakes West, 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 of any of the terms of this contract, nor be construed as being by implication, a grant of credit facilities.
3. Unless otherwise agreed to in writing by Cakes West, any monies owing by the Purchaser to Cakes West 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. Any monies forwarded by the Purchaser and received by Cakes West, 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.
4. Cakes West 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.
5. Cakes West 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.
6. Cakes West reserves the right to require from time to time further security containing such terms and conditions as Cakes West in its absolute discretion shall think fit, to be given as a condition precedent for the continuation of the credit facility.
7. For the purpose of Clause 6 hereof, further security includes a) guarantees by such third persons as Cakes West shall in its absolute discretion determine; b) a mortgage or charge over the whole or any part of the Purchasers assets or undertaking.
8. All cost expenses or disbursements incurred by Cakes West 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 requiring further security to be provided, shall be payable by the Purchaser and/or Guarantor/s upon demand.
9. The parties agree that the ownership of the goods supplied ("the goods") by Cakes West to the Purchaser shall remain in Cakes West until the Purchaser has paid all sums owing to Cakes West whether under this or any other contract.
10. Where the purchaser has not paid all sums owing to Cakes West under this or any other contract, the Purchaser agrees with Cakes West to keep the goods as a fiduciary for Cakes West and shall store the goods separately from any other goods in a manner that clearly shows Cakes West as the owner of those goods.
11. 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.
12. 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 gives the Purchaser credit.
13. 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.
14. The Purchaser and Guarantor/s hereby charges all it's/their right, title and interest in any real property and all the personal property (as defined in the PPSA) 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 and hereby authorises Cakes West to register a caveat over any real property of which the Purchaser and/or the Guarantor/s are the registered proprietors.
15. 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 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 shall have acknowledged in writing, acceptance of the intended change and expressly releases the Purchaser and the Guarantor from the liability.
16. If Cakes West considers it relevant to assessing the Purchasers application for commercial credit, the Purchaser agrees to Cakes West 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.
17. The Purchaser consents to Cakes West perfecting its interest in any goods supplied by Cakes West and their proceeds by registration under the Personal Property Securities Act 2009 (the "PPSA"), and agrees to do anything reasonably requested by Cakes West to enable it to do so. For the purposes of the PPSA (i) the Purchaser and Cakes West contract out of each provision which, under section 115(1) of the PPSA, they are permitted to contract out of, and (ii) the Purchaser waives its right to receive each notice which, under section 157(3) of the PPSA, it is permitted to waive.
18. The Purchaser waives its right to receive anything from Cakes West under section 275 of the PPSA, and agrees not to make any request of Cakes West under that section. Cakes West and the Purchaser agree for the purposes of section 275(6) of the PPSA that neither of them will disclose information of the kind mentioned in section 275(1) of the PPSA.
19. Governing law and jurisdiction - These Terms and Conditions are governed by the law in force in the State or Territory in which Cakes West premises are located and the parties submit to the nonexclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceeding in connection with these Terms and Conditions.
20. For the purpose of these Terms and Conditions "Cakes West" 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