



DENNIS TRANSPORT PTY LTD

PO BOX 100, Pine Freezer Road
 PORT LINCOLN SA 5606
 ABN: 96 150 639 115
 ACN: 150639115

APPLICATION FOR A CREDIT ACCOUNT

TO: DENNIS TRANSPORT FAX: 08 8683 4134 EMAIL: info@dennistransport.com.au

I/We request to open a credit account with Dennis Transport Pty Ltd

Applicants Business/Trading Name:	
Business Address:	
Postal Address:	
Tel No.:	Fax:
Email:	A/c's Contact:
Registered Company Name (if applicable): ACN or ARBN or ABN:	
Registered Address:	
Organisation Structure (tick as appropriate)	
Proprietary Co Limited <input type="checkbox"/>	Sole Trader <input type="checkbox"/>
Trustee <input type="checkbox"/>	Trust <input type="checkbox"/>
Partnership <input type="checkbox"/>	Incorporated Body <input type="checkbox"/>
	Public Company <input type="checkbox"/>
APPLICANT'S FINANCIAL DETAILS	
Business Premises: (tick as appropriate) Owned <input type="checkbox"/> Leased <input type="checkbox"/>	
If leased, from whom:	
Bank:	Branch:
Accountant:	Tel No:
TRADE OR BUSINESS REFERENCES	
Name	Contact Name
	Tel No.
1.	
2.	
3.	
Maximum monthly amount of credit applied for \$	
Full Names and Home Addresses of Proprietors/Directors/Partners	
Name: _____	Position: _____
Address: _____	
Telephone No: _____	Date of Birth: _____
Name: _____	Position: _____
Address: _____	
Telephone No: _____	Date of Birth: _____
Name: _____	Position: _____
Address: _____	
Telephone No: _____	Date of Birth: _____

APPLICATION FOR CREDIT

TERMS AND CONDITIONS

I/we agree:

1. Dennis Transport may obtain personal information including a credit report about me/us in relation to this Application.
2. Dennis Transport may give to and seek from other credit providers information about my/our credit arrangements including my/our credit worthiness, credit standing, credit history or credit capacity as allowed under the *Privacy Act*.
3. Dennis Transport, solely at its discretion, reserves its right to grant or refuse this application.
4. I/we will inform Dennis Transport in writing within seven (7) days of any change of my/our business or corporate entity, address, phone or facsimile details.
5. Payment terms are 30 days from date of invoice. I/we will pay for any goods or services Dennis Transport supplies to me/us.
6. I/we accept Dennis Transport's usual Terms and Conditions of Carriage in respect of credit granted by Dennis Transport.
7. The laws of South Australia shall have jurisdiction over any transactions effected by these Terms and Conditions and I/we agree to the exclusive jurisdiction of the courts of South Australia.
8. I/we have read and understood the information we have been supplied with this Application.
9. The information we have provided is accurate, true and correct.

Signed **Date**

Position

Signed **Date**

Position

Signed **Date**

Position

NOTES If the applicant is a partnership, then all partners should sign.

If the application is for a company, then it should be signed in accordance with s/127 of the *Corporations Act (Cth)*.

The Terms of Trade should be attached, signed and returned with the Application for Credit.

DEED OF GUARANTEE & INDEMNITY

This **Deed of Guarantee & Indemnity** is made by:

Name
.
(Print Guarantor Name)

Of
Address
.

Name
.
(Print Guarantor Name)

Of
Address
.

Name
.
(Print Guarantor Name)

Of
Address
.

(referred to jointly and severally as '**Guarantor**')

Background

.....(Print Customer Name)
(**Customer**) has submitted an application to be supplied with goods and/or services on credit (**Application**) by Dennis Transport on the terms and conditions contained in the Application.

It is agreed that:

1. If Dennis Transport accepts the Application for Credit (**Agreement**), the Guarantor agrees jointly and severally with Dennis Transport to guarantee the performance of the terms and conditions of the Agreement by the Customer in respect of goods and services provided by Dennis Transport to the Customer from time to time.
2. The credit limit (if any) provided in the Application shall not affect the scope of this Guarantee & Indemnity.
3. This Guarantee & Indemnity is irrevocable and continuing.
4. The liability of the Guarantor under this Guarantee & Indemnity is not limited and Dennis Transport's rights under this Deed remain fully enforceable, notwithstanding Dennis Transport granting any indulgence or concession to the Customer, any variation of the Agreement, waiver or variation of any right by Dennis Transport.
5. The Guarantor must indemnify and keep indemnified Dennis Transport against all costs and expenses incurred by Dennis Transport in respect of any breach by the Customer of the

Agreement, and must pay all costs and expenses incurred by Dennis Transport in respect of any breach by the Guarantor of this Deed, including all legal expenses incurred in enforcing this Deed.

6. Dennis Transport may:
 - (a) seek from a credit reporting agency reports containing personal information about the Guarantor in order to assess whether to accept the Guarantor as a guarantor in respect of such credit applied for by or provided to the Customer and for that purpose, may disclose personal information about the Guarantor (as prescribed in the Privacy Act) to that agency; and
 - (b) give to and seek from any credit providers named in a credit report issued by a credit reporting agency information about the Guarantor's credit arrangements as allowed in the Privacy Act.
7. Dennis Transport is not obliged to take any action or give notice to the Customer or to make demand against the Customer before claiming against the Guarantor.
8. This Guarantee & Indemnity binds the personal representatives, assigns, transferees, administrators or successors of the Guarantor.
9. The Guarantor acknowledges that each person named as Guarantor has had the opportunity to, and should obtain, independent legal advice as to the extent of this Deed.
10. This Deed continues to bind the Guarantor notwithstanding any changes that may from time to time take place in the composition, shareholders or partners of the Customer.
11. Dennis Transport may at any time in its absolute discretion and without giving any notice whatsoever to the Guarantor refuse credit or supply of goods and/or services to the Customer.
12. Any demand note or document to be served on the Guarantor may be served by delivering or posting it to the Guarantor at the address or at each address stated above however, the making of such a demand is not a condition precedent to any liability hereunder.
13. This Deed shall be construed according to the laws of South Australia and the Guarantor agrees to submit to the exclusive jurisdiction of the Courts of South Australia.
14. If any of the persons named as Guarantor executes this Deed as the Trustee of any trust (**Trust**), such Guarantor is liable for the performance of all covenants contained in this Deed and agrees that Dennis Transport' right of recourse under this Deed are not limited to that person's assets, but extend to the assets of the Trust.

EXECUTED as a Deed on this

day of

20

Signed Sealed and Delivered

By the Guarantor

In the presence of

.....
(Signature of Guarantor)

.....
(Signature of Witness)

.....
(Print Guarantor Name)

.....
(Print Witness Name)

.....
(Signature of Guarantor)

.....
(Signature of Witness)

.....

.....

.....
(Signature of Guarantor)

.....
(Signature of Witness)

.....

.....

.....
(Signature of Guarantor)

.....
(Signature of Witness)

.....

.....