

APPLICATION FOR COMMERCIAL CREDIT

(incorporating the enclosed Deed of Guarantee and Indemnity Agreement)

PLEASE NOTE : THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, THEN YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE PRIOR TO COMPLETING.

ALL SECTIONS MUST BE COMPLETED BEFORE THIS APPLICATION CAN BE CONSIDERED.

SECTION 1 – APPLICANT’S DETAILS

APPLICANT’S FULL LEGAL NAME*: (“the Customer”)

Please tick*: Sole Trader/Individual ☐ Partnership ☐ Pty Ltd Company ☐ Other (please state):

ABN*: ACN (if Company):

Trading as: Trustee/s of Trust:

Street Address*: City*: Postcode*: State*:

Postal Address (if different from above): City*: Postcode*: State*:

Telephone: Email*:

Mobile*: Nature of Business:

Year Business Commenced: Contracting/Building Licence No. :

Bank/Branch: Account Name:

BSB : Account Number:

Estimated Monthly Purchases: \$..... Credit Limit Requested*: \$.....

Walkers Account Manager (if applicable):

SECTION 2 – OWNERSHIP - Companies, Sole Traders & Business Partners

Please enter full details for ALL Directors, Sole Traders & Business Partners

1: Full Name*: Home Address*:

Date of Birth*: Driver’s Licence No*:

Mobile*: Email*:

2: Full Name: Address:

Date of Birth: Driver’s Licence No:

Mobile : Email :

3: Full Name: Address:

Date of Birth: Driver’s Licence No:

Mobile : Email:

4: Full Name: Address:

Date of Birth: Driver’s Licence No:

Mobile : Email:

SECTION 3 – CONTACT DETAILS**Primary Contact:**

Name: Mobile: Email:

Contact Details (Accounts: Invoices/Statements): Please tick if same as Primary Contact ☐

Name: Mobile: Email:

Contact Details (Purchasing): Please tick if same as Primary Contact ☐

Name: Mobile: Email:

Contact Details (Deliveries): Please tick if same as Primary Contact ☐

Name:..... Mobile: Email:

SECTION 4 – TRADE REFERENCES

Please note that failure to supply Trade References may result in Walkers not being able to offer commercial credit terms:

	Name	Email	Phone Number	Account open since
1.				
2.				
3.				

SECTION 5 – PURCHASING AUTHORITIESIs a Purchase Order required*? ☐Yes ☐ No

Persons Authorised to Purchase (please complete if you wish to specify persons authorised)	
Name	Position

SECTION 6 – HISTORY OF SOLVENCY

Has the Applicant (or any Director or Business Partner) been:

- Bankrupt or has used Part X of the Bankruptcy Act? YES/NO
- Involved with the management or control of a business which has been wound up, had receivers appointed, or entered into a scheme for the benefit of creditors? YES/NO
- If yes, please provide full details below :

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SECTION 7 – FINANCIAL DETAILS

Are the business premises owned or leased? OWNED/LEASED

If owned, are the premises subject to mortgage or charge?

Are there any other mortgages or charges held on business assets? YES/NO

If yes, please provide details:

Does any financial institution, company or person hold personal guarantees or other form of security from you personally, your spouse, or your company? YES/NO

If yes, please provide details :

SECTION 8 – APPLICANT(S) SIGNATURE(S)

Must be signed and witnessed (witness not to be Spouse or Other Family Member) by ALL Directors, Sole Traders & Business Partners (Failure to complete such will result in application not being approved)

I certify and warrant that:

- the above information, provided in support of this application, is true and correct and that I am duly authorised to make this application for commercial credit, and enter into contracts, on behalf of the Customer.
- I have read and understood the following documents (as can be found on the Supplier's website www.walkers.com.au) which form part of, and are intended to be read with, this Application for Commercial Credit:
 1. TERMS AND CONDITIONS OF TRADE
 2. CREDIT REPORTING POLICY
 3. PRIVACY POLICY
- upon acceptance of this Application for Commercial Credit by the Supplier, the Supplier may supply goods and/or services to the Customer in accordance with the TERMS AND CONDITIONS OF TRADE.

(1) **Signed by**

Witnessed by (*witness not to be Spouse or other Family Member*)

Signature:

Signature:

Print Name of Signatory:

Print Name of Signatory:

Mobile Number of Signatory:

Mobile Number of Signatory:

Date:

Date :

(2) Signed by

Witnessed by (*witness not to be Spouse or other Family Member*)

Signature:

Signature:

Print Name of Signatory:

Print Name of Signatory:

Mobile Number of Signatory:

Mobile Number of Signatory:

Date:

Date :

(3) Signed by

Witnessed by (*witness not to be Spouse or other Family Member*)

Signature:

Signature:

Print Name of Signatory:

Print Name of Signatory:

Mobile Number of Signatory:

Mobile Number of Signatory:

Date:

Date :

(4) Signed by

Witnessed by (*witness not to be Spouse or other Family Member*)

Signature:

Signature:

Print Name of Signatory:

Print Name of Signatory:

Mobile Number of Signatory:

Mobile Number of Signatory:

Date:

Date :

Please note that where the Customer is a company, the Deed of Guarantee and Indemnity (on page 5) must be signed (under witness) by ALL company directors. Failure to provide such Guarantee may result in Walkers not being able to offer commercial credit terms.

DEED OF PERSONAL GUARANTEE & INDEMNITY*

In consideration of **F.C. Walker & Sons Proprietary Limited ACN 004 683 498** and its 'related bodies corporate' (as that term is defined in the **Corporations Act 2001 (Cth)** ("Supplier") granting the Customer (as named in the Application for Commercial Credit) credit or agreeing to do so I/WE hereby agree:

1. to personally guarantee to the Supplier the due and punctual payment by the Customer of any and all moneys at any time owing and payable by the Customer to the Supplier;
2. that this is a continuing guarantee and indemnity;
3. to indemnify the Customer against any and all losses, expenses, costs and damages arising from any past, present or future dealing with the Customer;
4. that where there is more than one guarantor, the liability under this guarantee and indemnity is joint and several;
5. that this guarantee and indemnity remains in full force and effect until such time as the Supplier provides us with a full written release and notwithstanding the fact that any of us may later cease to be a director, shareholder or officer of the Customer;
6. that our liability under this guarantee and indemnity shall not be avoided, limited, reduced, discharged, released or affected by:
 - 6.1. any variation or alteration to the terms of any agreement with the Customer;
 - 6.2. the Supplier having taken, or taking in the future, any security from the Customer or any other person;
 - 6.3. the Supplier granting to the Customer, or to any of us, any waiver or indulgence, whether as to time or otherwise;
 - 6.4. any credit granted to the Customer being in excess of any credit limit set by the Company for the Customer;
 - 6.5. any act, matter or thing which under the law relating to sureties would or might, but for this provision, release us from any part of our obligations contained within this guarantee and indemnity;
7. that this guarantee and indemnity becomes binding on those of us that sign this guarantee and indemnity irrespective of whether or not all intended signatories execute this guarantee and indemnity;
8. that the Supplier is entitled to enforce this guarantee and indemnity without having first taken steps to recover against the Customer;
9. that, if the Supplier forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed by the Customer, that the Supplier is obliged to disgorge the payment or portion thereof to a Liquidator appointed to the Customer, the Supplier's rights are reinstated in relation to the debt that the Supplier applied the payment to (as if the payment had never been made) and I/we shall be liable to pay the Supplier the amount it disgorges to the Liquidator;
10. to further indemnify the Supplier against any and all losses and legal costs (on a full indemnity basis) that the Supplier incurs as a result of disgorging monies to a liquidator appointed to the Customer;
11. to hereby jointly and severally charge, in the Supplier's favour, all our estate and interest in any real property and any personal property, in which we now have any legal or beneficial interest or in which we later acquire any such interest in, with payment of all monies owed from time to time by the Customer or any of us and consent to the Supplier lodging a caveat(s) which note the Supplier's interest in any of our real property;
12. to sign in both our personal capacity and as trustee of every trust of which I/we are trustee and/or a beneficiary;
13. to be liable for all the Suppliers collection and legal expenses (on a full indemnity basis) with respect to taking any action to preserve and/or enforce the Supplier's rights under this guarantee and indemnity.

GENERAL:

- "I", and "We" and "us" means each of the Guarantors jointly and severally.
- The invalidity or unenforceability of any provision of this guarantee and indemnity shall not affect the validity or enforceability of the remaining provisions.

I/We have read and understood this document and have been given an opportunity to seek independent legal advice prior to signing it.

EXECUTED AS A DEED

(1) Signed by

Witnessed by (witness not to be Spouse or other Family Member)

Signature:

Signature:

Print Name of Signatory:

Print Name of Signatory:

Mobile Number of Signatory:

Mobile Number of Signatory:

Date:

Date :

I agree to have my identity information verified with the Issuer or Official Record Holder via third party systems for the purpose of verifying my identity.

Please tick box ☐

(2) Signed by

Witnessed by (witness not to be Spouse or other Family Member)

Signature:

Signature:

Print Name of Signatory:

Print Name of Signatory:

Mobile Number of Signatory:

Mobile Number of Signatory:

Date:

Date :

I agree to have my identity information verified with the Issuer or Official
Record Holder via third party systems for the purpose of verifying my identity.
Please tick box ☐

(3) Signed by

Witnessed by (witness not to be Spouse or other Family Member)

Signature:

Signature:

Print Name of Signatory:

Print Name of Signatory:

Mobile Number of Signatory:

Mobile Number of Signatory:

Date:

Date :

I agree to have my identity information verified with the Issuer or Official
Record Holder via third party systems for the purpose of verifying my identity.
Please tick box ☐

(4) Signed by

Witnessed by (witness not to be Spouse or other Family Member)

Signature:

Signature:

Print Name of Signatory:

Print Name of Signatory:

Mobile Number of Signatory:

Mobile Number of Signatory:

Date:

Date :

I agree to have my identity information verified with the Issuer or Official
Record Holder via third party systems for the purpose of verifying my identity.
Please tick box ☐