

APPLICATION FOR COMMERCIAL CREDIT FACILITY - 30 DAY ACCOUNT

To: Phoenix Society Inc
 ABN 64 612 578 909
 18 Ashwin Parade
 Torrensville 5031
 Ph: 8152 2400 Fax 8152 2411
 phoenix@phoenixsoc.org.au
(Supplier)



Customer's full name

Trading name (if applicable)

Name of trust (if trustee company)

Business address

Postal address (for accounts)

Registered office

Public Co. _____ Private Co. _____ Trustee Co. _____ Incorporated Assoc. _____
 Partnership _____ Sole trader _____ Individual _____ Other _____

A.C.N. **A.B.N.**

Contact person for accounts Position

Telephone Fax

Email

Contact person for orders Position

Telephone Fax

Email

	NAME	ADDRESS
1		
2		
3		
4		

Has the Customer (or any Director/Proprietor or Partner as the case may be) ever been:	
A. Bankrupt ?	Yes/No
B. Involved in a company that has been liquidated or under official management?	Yes/No
C. Convicted of any offence which could influence the granting of credit to the Customer?	Yes/No
If yes to any of the above, please provide details:	

If the Customer is a company, the directors of that company must provide the following guarantee

In consideration of the Supplier having at my/our request, agreed to supply goods and/or services on credit terms to the company identified as the Customer in this Application, I/we being a/the director(s) of the Customer acknowledge and agree that I/we:

- (a) have read and fully understand the *Guarantee* attached to this Credit Application;
- (b) are bound by the terms of that *Guarantee*; and
- (c) will, if requested by the Supplier, execute a copy of the *Guarantee*.

Signed by the Guarantor(s):

Signature	Name	Title/Position	Date
Signature	Name	Title/Position	Date

OFFICE USE ONLY

CUST SERV REP COMMENTS	NAME
	CONTACT NAME PHONE

MANAGER'S COMMENTS	DEPT ALLCN SUPERVISOR
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REFERENCE	1	
CHECKS	2	
	3	
	4	

<u>APPROVAL</u>		___/___/___	AGREED CREDIT LIMIT \$_____
<u>MANAGER F & A</u>			ACCOUNT NO. _____
<u>CEO</u>		___/___/___	ENTERED ___/___/___

GUARANTEE BY DIRECTORS WHERE CUSTOMER IS A COMPANY

TO: Phoenix Society Incorporated
ABN 64 612 578 909
18 Ashwin Parade
Torrensville SA 5031
(Supplier)

IN CONSIDERATION of the Supplier having, at our request, agreed to supply goods and/or services (**Goods**) on credit terms to the company identified as the *Customer* in the attached *Credit Application* (**Customer**), I/we, the person(s) identified in the attached *Credit Application* as the Guarantors (**Guarantors**), jointly and severally covenant and agree with you that:

1. We will unconditionally guarantee to you:
 - (a) the due and punctual payment by the Customer of all moneys now, or at any time in the future becoming, owing by the Customer to you on any account; and
 - (b) due and punctual observance and performance by the Customer of all its other obligations, liabilities and agreements (whether actual, prospective or contingent) to you under or in connection with any agreement or instrument.
2. If the Customer:
 - (a) defaults in the due and punctual payment of the whole or any part of the moneys referred to in clause 1(a), we will pay those moneys to you, or as directed by you, immediately on demand; and/or
 - (b) defaults or fails in the due and punctual observance and performance of any of its obligations, liabilities and agreements referred to in clause 1(b), we will indemnify you immediately against all losses, costs, damages and expenses which may be suffered or incurred by you as a result of the Customer's default or failure.
3. This Guarantee is a continuing guarantee, is irrevocable, and will remain in full force and effect until the whole of the moneys payable, or which may become payable, to you by the Customer on any account have been paid in full, and until all other obligations and liabilities of the Customer to you have been duly and properly observed, performed and satisfied.
4. Our liability under this Guarantee will not be abrogated, prejudiced, limited or affected in any way by:
 - (a) the granting of time, credit or any indulgence or concession to, or composition with, or release of, the Customer or any one or more of us or any other person whatsoever by you;
 - (b) any compounding, compromise, release, discharge, abandonment, waiver, variation, relinquishment or renewal of any securities, documents of title, assets or rights of you;
 - (c) anything done in exercise of any of the powers, authorities, trusts or discretions vested in you;
 - (d) reason of any payment made by any one or more of us pursuant to a demand under clause 2(a), and our liability under this Guarantee will be a separate and distinct liability in respect of all moneys now or at any time in the future becoming owing by the Customer to you on any account;
 - (e) any one or more of us becoming insolvent or incompetent;
 - (f) the liability of any one or more of us ceasing from any cause whatsoever (including, without limitation, the release or discharge by you);
 - (g) the death of any one of us;
 - (h) any security held by you at any time being void, defective or informal; or
 - (i) any omission or neglect or any other dealing, matter or thing which, but for this clause 4, would or might operate to abrogate, prejudice or affect the liability of us under this Guarantee.
5. This Guarantee binds each of the persons signing it, notwithstanding that one or more of the persons named as Guarantors may not execute, or may not be bound by, this Guarantee.
6. All moneys received by you from, or on account of, the Customer (including, without limitation dividends received upon the liquidation of the Customer, moneys received from us, or any one of us, or from any other person, and money received from the realisation of any security capable of being applied by you in reduction of the Customer's indebtedness) will be taken and applied as payment in gross without any right on the part of us to stand in the place of you in respect of, or to claim the benefit of, that money or security until all moneys payable or which may become payable to you by the Customer on any account have been fully paid and all obligations of the Customer to you have been duly and properly observed, performed and satisfied.
7. You may determine when, and if, to enforce your rights under this Guarantee and make any arrangement or compromise with any one or more of us to the exclusion of the others in relation to our obligations under this Guarantee.
8. You may enforce this Guarantee without first taking steps or proceedings against the Customer and you may act as though we are the principal debtor and are jointly and severally liable in lieu of the Customer.
9. We waive all rights of surety or otherwise which may at any time be inconsistent with or prejudicial to your rights to recover from us all or any of the moneys which we may be obliged to pay under this Guarantee.
10. If the Customer goes into liquidation or takes advantage of any provision relating to insolvent companies then we will not prove in that liquidation in competition with you and will authorise you to prove for all moneys which we have paid under this Guarantee and to retain and to carry to an expense account and appropriate at your discretion any amounts so received until you have been paid 100 cents in the dollar of the indebtedness of the Customer to you on any account.
11. This Guarantee will not only bind each of us, but also each of our respective executors, administrators and permitted assigns.
12. We will pay all stamp duty adjudged payable on this Guarantee.
13. This Guarantee is governed by and will be construed in accordance with the laws of South Australia and we submit to the non-exclusive jurisdiction of the courts of that State.