



Divine Providore
Email: admin@divineprovidore.com
Phone: 02 9568 2230
Address: 12 Rose Crescent, Regents Park
NSW 2143

CUSTOMER DETAILS & CREDIT APPLICATION FORM

Company Information

Company Name:

Trading Name:

A.B.N:

Years in Business:

Phone:

Fax:

Email:

Business Address:

Suburb:

State:

Postcode:

Postal Address:

Accounts Payable Contact Name:

Phone:

Email for Statements / Invoices:

Directors / Partners – Full Names & Private Addresses:

Director 1:

Private Address:

Date of Birth:

Driver License No:

Tel:

Director / Partners 2:

Private Address:

Date of Birth:

Driver License No:

Tel:

Please attach a copy of your driver's license.

Accountant's Name:

Phone:

Bank:

Branch:

Bank Account Name:



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Trade References – Must be current Trading Accounts; not C.O.D suppliers

Company Name:

Contact Name:

Phone:

Company Name:

Contact Name:

Phone:

Company Name:

Contact Name:

Phone:

Trade Conditions:

All new customers are welcomed and required to fill the trade Application form in full to begin trade. New customers and all existing customers that have opened a new business shall begin on prepay basis by credit card or bank transfer for a minimum of 4 orders. New customers can apply for credit by submitting a request after the initial 4 orders. To qualify for a 14-day account, businesses are required to have a monthly spend of minimum \$1000. To qualify for a 30-day account, businesses are required to have a monthly spend of minimum \$2000. All credit applications are subject to approval by Divine Providore.

IMPORTANT TRADE TERM: Ownership of the goods remain vested in Divine Providore and shall not pass to the buyer until the purchase price for the goods has been paid in full and received by Divine Providore

Account's remaining outstanding after expiry of terms will attract an account maintenance fee of 8% per month until monthly account paid in full.

Divine Providore will make best efforts to inform of any price changes but reserves the right to change prices of the goods, terms and conditions without notice.

Declaration

- a) The above information has been read & understood.
- b) I/We hereby certify that the information provided of the application is true and correct at the time of this application being completed and well abide by any terms of account held

Personal Guarantee

I/WE FURTHER AGREE that this agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and where applicable, the Commonwealth of Australia, and I/WE submit to the non-exclusive jurisdiction of the courts of New South Wales.

Notice of Disclosure of Your Credit Information to a Credit Reporting Agency

I/We acknowledge and give consent that the Company may make enquiries as to the credit and financial situation of any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Company reasonably sees fit from time to time, and for the duration of this agreement, including but not limited to;

- passing the information on to a credit reporting agency
- passing the information on to a debt collector
- obtaining further personal information relating to any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.



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Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information

Card Type: MasterCard VISA Discover AMEX

Card Number _____ Expiration Date (mm/yy) _____

Cardholder Name (as shown on card):

Cardholder postcode (from billing address)

I, _____, authorize **Divine Providore** to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Signature:

Date:

Please note a surcharge of 1.5% on all transactions is applicable. Surcharge is subject to change based on bank fees.

Terms and Conditions of Trade

These Terms and Conditions of Trade apply to all contracts for the sale of goods between Divine Providore ABN 17 674 410 292 and the purchaser of such goods. In the case of the Company, acceptance shall be complete upon the Company accepting the order or delivering the goods. In the case of the Purchaser, acceptance shall be complete upon the Purchaser signing or otherwise accepting the order (whether verbally or in writing) or accepting the goods. These conditions shall apply regardless of purchase order language to the contrary. The intended use of goods shall be clearly stated by the Purchaser to the Company and any special requirements must be stated to and expressly accepted by the Company.

IN CONSIDERATION Divine Providore, ABN 86 147 896 810, (hereinafter jointly and severally referred to as "the Company") providing commercial credit facilities to the party completing the application (hereinafter referred to as "the Customer") annexed to these conditions: -

- (i) The Customer acknowledges and agrees that the following applies to and forms part of any contract for the supply of Goods by the Company and that these General Terms and Conditions take precedence over any terms and conditions which may be contained in any document provided by the Customer. Any request from the Customer to the Company for the supply of Goods shall constitute acceptance of these general terms and conditions.
- (ii) The Customer hereby charges in favour of the Company all its estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which it now has any legal or beneficial interest or in which it later acquires any such interest with payment of all monies owed by the Customer and consents to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or other caveatable property;
- (iii) The Customer acknowledges that where the Customer consists of more than one party or entity, liability shall be joint and several.



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TERMS

These terms and conditions, including any Credit Limits set by the Company, are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by notice given by the Company by any means. Unless or except specifically excluded herein, the company and the Customer retain any rights and remedies available to them in any prior or pre-existing agreement. "Price" shall mean the cost of the Collateral as referred to in the Company's price lists and / or arrangements and shall be subject to change from time to time without notice.

"Collateral" and/or "Goods" shall mean all goods and/or services supplied by the Company to the Customer, or ordered by the Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document including any recommendations and advice and over which the Company may intend to register a Security Interest.

1. Jurisdiction

- a) This agreement shall be construed in accordance with laws of the State of New South Wales and, where applicable, The Commonwealth of Australia and the Customer submits to the non-exclusive jurisdiction of the courts of New South Wales.
- b) The Company shall have exclusive right to nominate the Court in which any legal action is to be commenced and conducted.

2. Personal Property Securities Act 2009 (PPSA)

- a) The Customer grants and the Company may register on the Personal Property Securities Register, a security interest in all and any sale of Goods under this agreement, including but not limited to intellectual property and all other present or after-acquired property.
- b) The Customer warrants that all purchases under this agreement are for commercial purposes only and, accordingly, the provisions of the Consumer Credit Act will not apply.
- c) The Customer and the Company agree to contract-out of the PPSA in accordance with section 115 of the PPSA to the extent that the section applies for the benefit of, and does not impose a burden on, the Company. The Customer waives its right to receive a copy of any Financing Statement, or any Financing Change Statement registered by the Company in respect of the security interest created by these terms and conditions.
- d) The Customer agrees to execute any documents, provide all relevant information and co-operate fully with the Company to ensure that the Company has a perfected security interest in the personal property charged and, if applicable, a Purchase Money Security Interest (PMSI).
- e) The Customer agrees to notify you of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship 7 day prior to any such change taking effect.
- f) The Customer agrees that, until all monies owing to the Company are paid in full, it shall not sell or grant any other Security Interest in the Collateral.
- g) The Customer agrees to reimburse the Company for all costs and/or expenses incurred or payable by the Company in relation to registering, maintaining or releasing any financing statement or any other document in respect of any security interest under this agreement.

3. Payment Terms & Overdue Accounts

- a) At the Company's sole discretion, a deposit may be required prior to any supply.
- b) Credit Account Customers are required to pay all amounts for purchases in full no more than 14 days after the invoice date during which any given purchase is made or as otherwise agreed and confirmed in writing by the Company.
- c) In the event of a dispute, the complete undisputed portion of the account must be paid in accordance with the Payment Terms.
- d) Should it be considered necessary by the Company to incur legal and/or any other expenses, including any such expenses to any debt collection agency, in obtaining, or attempting to obtain, payment for any amount due by the Customer, the Customer shall be liable for all such expenses. The Customer acknowledges that those expenses may be calculated on a commission basis at a percentage rate of up to 25% of the amount due and expressly agrees to pay those expenses irrespective of the amount of work performed by the agency.
- e) Amounts received by the Company may be applied first against interest, charges and expenses.
- f) Interest on overdue amounts may be charged at a rate of 1.50 % per calendar month or part thereof and the Customer shall be liable for, and expressly undertakes to pay, all such interest.
- g) Any payment made by or on behalf of a Customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Customer's indebtedness and, in such an event, the parties are to be restored to rights which each respectively would have had if the payment had not been made.
- h) The Customer shall be liable for, and expressly undertakes to pay, all fees (including an Administration Fee in an amount to be set from time to time by the Company) for all costs incurred because of any cheque or electronic banking transaction being dishonoured for whatever reason.

4. Payment

- a) Payment is due on or prior to thirty (30) days from the date of invoice rendered in respect of the supply of the Goods unless otherwise stated in writing by The Company. The Company may charge a 10% administration fee if payment is not received by the due date.
- b) The company's express or implied approval for extending credit to the Purchaser may be revoked or withdrawn by The Company at any time.

5. Company's Liability

- a) The Company's Liability under the contract is limited to replacement of goods or issue of a credit for an amount equivalent to their invoice value and the Company shall not be liable otherwise for any loss or damage whatsoever arising from failure wholly or in part to perform the contract.
- b) In no circumstances whatsoever will the Company be liable for consequential loss.
- c) Claim against goods supplied must be made in writing within 24 hours of delivery; if shortages or damaged. Otherwise, the Purchaser shall be deemed to have accepted the goods and shall not refuse to pay for the goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Purchasers purchase order. The goods must be held available at the Purchaser's place of business for the Company's inspection otherwise such claim shall be deemed waived.



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6. Delivery and Delay

- a) Delivery of the goods shall be made where indicated on the Purchaser's order.
- b) Dates given for shipment or delivery are not to be treated as conditions of sale but will be kept to as closely as possible. No claims will be accepted by the Company on account of late shipment or delivery.
- c) For an order less than \$350.00, The Company reserves the right either to not accept an order or to charge the customer a handling fee.
- d) NOTE: Delivery dockets (Shipping Notes) will be sent with all deliveries and invoices will be emailed to the email address provided.

7. Warranty

- a) Information provided about goods supplied by the Company and the use thereof are believed to be reliable, but do not constitute a guarantee or warranty. All goods are sold with the understanding that the Purchaser will independently determine the suitability of each of them for the application for which it is purchased.
- b) All goods are warranted to be free from defects in material and/or workmanship. Any material shown to the Company's satisfaction to be defective at the time of sale will be replaced without charge or a credit issued to offset the cost of the defective material considered.

8. Risk and Title

- a) Ownership of the goods shall not pass to the Purchaser and is expressly retained by the Company until all outstanding indebtedness is discharged. b. Risk of any loss of damage to or deterioration of the goods due to any cause shall be borne by the Purchaser from the time when the goods are delivered.

9. Privacy Act 1988 ("Privacy Act")

- a) To enable Daylesford to assess the Customer's application for credit, the Purchaser authorizes The Company:
- b) To obtain from a credit reporting agency a consumer or commercial credit report containing personal information about the purchaser and its guarantors pursuant to Section 18K (1) of the Privacy Act; and
- c) To obtain a report from a credit reporting agency and other information in relation to the purchaser's commercial credit activities, and to give to a credit reporting agency information including identity particulars and application details
- d) AND in accordance with Section 18N (1) of the Privacy Act the purchaser authorizes The Company to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Purchaser's credit arrangements. The purchaser understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- e) The purchaser understands that information can be used for the purposes of assessing its application for credit (Section 18L (4) Privacy Act), assisting it to avoid defaulting on its credit obligations, assessing its credit worthiness and notifying other credit providers and credit reporting agencies of a default by it under these Terms.

10. Notification

- a) The purchaser must notify The Company in writing within seven (7) days of:
 - I. Any alteration of the name or ownership of the purchaser.
 - II. The issue of any legal proceedings against the purchaser.
 - III. The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the purchaser.
 - IV. Any change in the ownership of the business name of the purchaser. The purchaser agrees that it shall be liable to The Company for all Goods supplied to the new owner by The Company until notice of any such change is received.
- b) The acceptance of invoice on delivery is consider acceptance as personal guarantee by the company director and fully responsible for payment of any outstanding invoices.

11. Default

- a) If the purchaser defaults in the payment of any monies due to the Company, without prejudice to the Company's other remedies, the Company may suspend or terminate any contract for supply of goods to the Purchaser.

12. Waiver

- a) All rights powers and remedies of the Company shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof. Any waiver of these conditions must be in writing by the Company and shall apply only to the particular transaction.