



A.B.N. 82 106 253 034

A.C.N. 106 253 034

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## DR SMOOTHIE AUSTRALIA PTY LIMITED

### CREDIT ACCOUNT APPLICATION FORM

**COMPLETE IF REGISTERED COMPANY:**

Name of Company : \_\_\_\_\_

A.B.N. : \_\_\_\_\_ A.C.N. : \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

Trading Name : \_\_\_\_\_

Registered Office : \_\_\_\_\_

Full Names of Directors : 1) \_\_\_\_\_ 2) \_\_\_\_\_

3) \_\_\_\_\_ 4) \_\_\_\_\_

Name of Manager/Contact : \_\_\_\_\_

**COMPLETE IF SOLE TRADER OR PARTNERSHIP:**

Trading Name : \_\_\_\_\_ A.B.N. : \_\_\_\_\_

Details of Partners/Proprietor :

1) Name : \_\_\_\_\_ D.O.B. \_\_\_\_\_ D/LIC. NO. \_\_\_\_\_

Address : \_\_\_\_\_

2) Name : \_\_\_\_\_ D.O.B. \_\_\_\_\_ D/LIC. NO. \_\_\_\_\_

Address : \_\_\_\_\_

Name of Manager/Contact : \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING DETAILS:**

Business Address : \_\_\_\_\_

Postal Address : \_\_\_\_\_

Telephone No : \_\_\_\_\_ Fax No : \_\_\_\_\_

Email: \_\_\_\_\_

Credit Limited Required : \$ \_\_\_\_\_

Firm of Accountants/Auditors : \_\_\_\_\_

Name of Bank : \_\_\_\_\_ Branch : \_\_\_\_\_

Trade References :

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No : \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

List of Person(s) authorised to purchase goods on applicant's behalf:

Name and Position:

1) \_\_\_\_\_ 2) \_\_\_\_\_

3) \_\_\_\_\_ 4) \_\_\_\_\_

The information provided herewith is true and correct to the best of my knowledge. If an account is granted I/we undertake to comply with the approved credit terms of Dr Smoothie Australia Pty Limited.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Name : \_\_\_\_\_ Position Held : \_\_\_\_\_

**PLEASE NOTE THIS APPLICATION IS NOT COMPLETE UNTIL PAGE 3 OF THIS FORM IS SIGNED.**

**TERMS OF CREDIT** (Dr Smoothie Australia Pty Limited referred to as "Dr Smoothie")

1. I/We acknowledge that any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by Dr Smoothie at its discretion and advised to me/us.
2. Payment terms are "Net 30 Days", payment being due within 30 days from the date of invoice unless alternative terms are agreed upon by Dr Smoothie in writing. Account payments are not subject to any settlement discount.
3. Credit limit approved by Dr Smoothie and advised to the applicant must not be exceeded. Dr Smoothie periodically reviews its credit limits. By signing these Terms of Credit you request Dr Smoothie to review and revise your credit limit from time to time. Dr Smoothie may increase your credit limit at your specific request. Dr Smoothie may reduce your credit limit at your specific request. Dr Smoothie may also reduce your credit limit without approval, but Dr Smoothie will not reduce your credit limit below the outstanding balance on the Account at the time of the reduction without prior consultation with you.
4. Ownership in goods invoiced remains with Dr Smoothie and does not pass to the purchaser until such time as payment is made in full. Notwithstanding the ownership in the goods remains with Dr Smoothie until full payment is made, risk in the goods passes to the purchaser immediately upon delivery of the goods to the purchaser.
5. Dr Smoothie, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the customer.
6. Dr Smoothie may at any time set-off amounts owed by Dr Smoothie to the Applicant from the amounts owed by the Applicant to Dr Smoothie. Dr Smoothie will ordinarily apply payments against the oldest outstanding amount due.
7. Dr Smoothie hereby advises that, pursuant to s. 18E(8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under Section 18E(8)(c) of the Privacy Act 1988 Dr Smoothie is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3); the fact that you have applied for credit and the amount, the fact that Dr Smoothie is a credit provider to you, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of Dr Smoothie you have committed a serious credit infringement; that credit provided to you by Dr Smoothie has been paid for or otherwise discharged.  
  
Pursuant to ss. 18K(1) and 18N (1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to Dr Smoothie obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agree to that agency or provider providing that information to Dr Smoothie for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports which may assist Dr Smoothie in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
8. Dr Smoothie is not liable for any costs incurred in the completing of this Credit Application form . You are responsible for any stamp duty or other government charges levied on or in connection with this Application, Terms and Conditions, credit facility or guarantee.
9. Failure to comply with the "Terms of Credit" may result in "terms" being amended or credit withdrawn without notice.
10. **Director's Guarantee** – If you are a body corporate, Dr Smoothie may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. Dr Smoothie will notify you of this requirement and seek your consent.
11. **Confidentiality of your information** – Except as required by law, Dr Smoothie will only use or disclose your personal information as necessary for the credit facility. For example, to Accounts Receivables staff or to external auditors.

12. **Default** – If you or an authorised operator:

- (a) obtain credit by fraud or dishonesty;
- (b) allow the amount of a monthly statement to remain unpaid for more than 30 days from its date;
- (c) breach any of these terms and conditions;
- (d) use the credit facility in circumstances where Dr Smoothie believes that the continued use of the credit facility may cause loss or damage to you or Dr Smoothie; or if
- (e) any person who has guaranteed your obligations under the credit facility withdraws his, her or their guarantee, then Dr Smoothie may close or suspend the credit facility. If the credit facility is closed or suspended then Dr Smoothie may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of your obligations or those of any authorised operator in respect of the credit facility.

13. If the Purchaser fails to pay for the goods on the due date then, even though Dr Smoothie reserves title to the goods supplied to the Purchaser and without prejudice to any other rights and remedies Dr Smoothie may have, Dr Smoothie may sue the Purchaser for the price of the goods as a liquidated sum.

I/We accept and agree to comply with the above terms in respect to the provision of a credit account with Dr Smoothie.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Name: \_\_\_\_\_ Position: \_\_\_\_\_

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NSW 2015  
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E-mail: [info@drsmoothie.com.au](mailto:info@drsmoothie.com.au)  
[www.drsmoothie.com.au](http://www.drsmoothie.com.au)

**DO NOT COMPLETE : (OFFICE USE ONLY)**

Application Received By : \_\_\_\_\_ Date : \_\_\_\_\_

References Checked and Recommendations :-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed : \_\_\_\_\_

Credit Approved Yes / No

Credit Limit \$ \_\_\_\_\_ Special Terms (If Any) \_\_\_\_\_

Approved By : \_\_\_\_\_ Date : \_\_\_\_\_