



ABN: 48 003 205 043
Phone: 02 6686 7155
Fax: 02 6686 4063
Email: accounts@omegahospitality.com.au

CREDIT APPLICATION FORM

The Company reserves the right to check and verify all information supplied or available from any source and at its discretion approve or otherwise a Credit application.

COMPANY

NAME.....A.B.N.....

TRADING NAME/ACCOUNT NAME.....

Public Co.	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>	Other	<input type="checkbox"/>
Pty Ltd.	<input type="checkbox"/>	Partnership	<input type="checkbox"/>			Please Specify

Business Address.....

Delivery Address.....

E-mail Address.....

Phone (W).....Fax.....

Nature/Type of Business.....

If Trust Company – Name of Trust Company.....

Date and Place of Incorporation.....

Name & Residential Addresses of Directors/Proprietors/Partners

Name.....D.O.B.....Address.....
Home Phone Number.....

Name.....D.O.B.....Address.....
Home Phone Number.....

CREDIT LIMIT REQUIRED.....

Trade References:

- (1).....Phone No.....Fax No.....
- (2).....Phone No.....Fax No.....
- (3).....Phone No.....Fax No.....
- (4).....Phone No.....Fax No.....

TERMS & CONDITIONS OF CREDIT ACCOUNT/SALE

In the event that this Credit Account is approved by Omega Hospitality Suppliers Pty Limited A.C.N. 003 205 043, the buyer acknowledges and agrees:

1. Terms

- 1.1 Unless otherwise expressly agreed by the Company in writing, terms of payment for the goods and services shall be , full settlement of the account within 15 days of the close of the month.
- 1.2 If the Buyer fails to pay the invoice in full to the Company when due, the Company will be entitled (without prejudice to any other right or remedy it may have) to cancel or suspend any further delivery to the Buyer under any order.
- 1.3 The Company will be entitled to off set against any money owing to the Buyer amounts owed to the Company by the Buyer on any account whatsoever.
- 1.4 If at any time the Buyer has not paid an account within the credit period (if any) allowed by the Company, then all amounts owing to the company on account will, notwithstanding there was a credit period applicable to them, become payable to the Company.
- 2. A certificate signed by the credit manager of the Company or his or her nominee stating a sum to be due and payable will, in the absence of a manifest error, be prima facie evidence that the sum so stated is due and owing to the Company.
- 2. The Company may, in its absolute discretion, terminate or suspend without notice the Buyers right to purchase goods or have services provided upon credit.
- 3. The Buyer acknowledges and agrees that any credit facility granted may not be assigned, transferred or otherwise make that account available for use by any other Corporation, person or organisation and further acknowledge that any goods ordered or services provided by use of the credit facility or otherwise shall be paid for by the Buyer.
- 4. Costs incurred by the Company in recovering or attempted recovery of monies due, including solicitors costs (on a solicitor client basis), will be a debt due to the Company.
- 5. If the Company considers it relevant to assess this application for commercial credit to collect overdue payments in respect of that commercial credit I/we agree to the Company obtaining from a credit reporting agency and/or a credit provider, a current credit report containing personal credit information about me/us in relation to commercial credit provided by the Company.
- 6. If the Company considers it relevant to assess this application for personal credit or to collect overdue payments in respect of that personal credit. I/we agree to the Company obtaining a report about my/our commercial activities of commercial creditworthiness from a business which provides information about the commercial credit worthiness of persons.
- 7. I/we agree that the Company may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or received from each other under the Privacy Act. I/we understand the information may be used for the following purposes: to assess an application by me/us for credit; to notify other credit providers of a default by me/us; to exchange information with other credit providers as to the status of this account where I am/we are in default with other credit providers; and to assess my/our creditworthiness.
- 8. If this application is made on behalf of a company or entity (other than an individual) the directors of the company and or representatives of the entity guarantee the debt owing to Omega Hospitality Suppliers Pty Limited.
- 9. Property in and title of goods delivered by Omega Hospitality Suppliers will not pass to the Buyer until those goods and all other amounts owed to the Company by the Buyer (regardless of any credit period) have been paid for in full.
- 9.1 Until title to and property in the Goods pass to the Buyer.
- 9.1.1 The Company may at any time without prior notice to the Buyer repossess and resell such of the goods as are capable of being repossessed if any sum due from the buyer to the Company whether under the Contract or otherwise is not paid on the due date of payment. For the purpose of exercising its rights under this paragraph the Company, its employees or agents, together with any vehicles and plant considered by the Company to be necessary, shall be entitled at any time without prior notice to the Buyer to safe and unrestricted access to the Buyer’s premises and/or any other locations where any of the Goods are situated.
- 9.1.2 The Buyer shall store such of the Goods as are capable of being stored in a proper manner and conditions which adequately protect and preserve them without charge to the Company and ensure that they are clearly identified as belonging to the Company. Without prejudice to paragraph 10.1.1 the Company shall be entitle to examine the Goods in storage at any time.
- 9.2 No claim will be recognised by the Company unless made in writing and received by the Company within seven (7) days after receipt of goods by the Buyer. The total amount of any claim shall not exceed the actual invoice or contract value of the goods claimed to be faulty.

I am authorised by the Buyer to apply for and execute this application for credit and I agree on behalf of the Buyer to comply with the conditions of sale and credit accounts detailed in this credit application and as amended and notified to me from time to time.

Signed:.....**Position:**.....

Name:.....**Dated:**.....

(Please Print)

This application must be signed by the proprietor/partner/director or their duly authorised officer.

Personal Guarantee

In consideration of credit facilities being provided by Omega Hospitality Suppliers Pty Ltd (O.H.S.) pursuant to the credit application at my/our request. I/We the undersigned, jointly, severally and irrevocably guarantee O.H.S. the due payment of all debts to be paid by the debtor and indemnifies O.H.S. for any loss suffered as a result of any non payment of such debts by the debtor and it is agreed that this guarantee and indemnity shall be continuing guarantee and indemnity and shall not be in any way waived or affected by any time or indulgence granted by O.H.S. and that the guarantee and indemnity will not be cancelled or waived by the appointment of a receiver or manager, or the winding up of the company.

Signature of Guarantor.....Date.....

Address of Guarantor

Witness Name.....Signature.....

(Directors/Owners only to sign.)

Please note: All sections to be completed in full