



PAVDON PTY LTD ACN 007 422 737 ABN 27 549 755 667

162-172 Old Geelong Road, Hoppers Crossing, VIC 3029  
 Telephone: (03) 9748 5111 Facsimile: (03) 9748 5222

## Account Application to be completed by all Applicants

Applicant 1 \_\_\_\_\_ D.O.B. \_\_\_\_\_ Driver's Licence No. \_\_\_\_\_

Applicant 2 \_\_\_\_\_ D.O.B. \_\_\_\_\_ Driver's Licence No. \_\_\_\_\_

ACN No. \_\_\_\_\_ ABN No. \_\_\_\_\_

Company Name \_\_\_\_\_ Trading Name \_\_\_\_\_

Previous Trading Names \_\_\_\_\_

Office/Home Address \_\_\_\_\_

Postcode \_\_\_\_\_

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

Postcode \_\_\_\_\_

Telephone Business \_\_\_\_\_ Facsimile \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_ Telephone AH \_\_\_\_\_

Business Address Owned/Rented \_\_\_\_\_ If owned, Value \$ \_\_\_\_\_

Main Business Activity \_\_\_\_\_ Date Bus. Commenced \_\_\_\_/\_\_\_\_/\_\_\_\_

No. of Staff Employed \_\_\_\_\_

Bank & Branch \_\_\_\_\_

Name & Style of Bank Account \_\_\_\_\_ Account No. \_\_\_\_\_

Accountant/Auditor \_\_\_\_\_ Telephone \_\_\_\_\_

Trade References

**COMPANY NAME**

**ACCOUNT No.**

**TELEPHONE**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Anticipated Monthly Requirements \$ \_\_\_\_\_

All products are sold by Pavdon Pty Ltd subject to its terms and conditions of credit agreement.

The applicant acknowledges that he/she has received a copy of The Terms and Conditions and of the Deed of Guarantee and Indemnity prior to his/her signing this application.

The applicant hereby certifies that he/she has read and fully understands the nature and effect of Pavdon's Terms and Conditions of Credit Agreement.

The person signing on behalf of the Applicant (or the Applicant as the case may be) warrants that:

(a) they have authority to sign on behalf of and to bind the applicant.

(b) the information provided is true and correct in every detail.

(c) permission is hereby granted to Pavdon Pty Ltd to carry out such credit checks as Pavdon Pty Ltd may in its sole discretion determine.

Date \_\_\_\_\_

Signed for on behalf of Applicant \_\_\_\_\_

Capacity of Signatory \_\_\_\_\_

**TERMS AND CONDITIONS OF CREDIT AGREEMENT OF PAVDON PTY LTD (ACN 007 422 737 ABN 27 549 755 667)**  
**Trading as Plaster Wholesalers**  
**("the Company")**

1. If the applicant is a trustee of any trust it hereby warrants having authority and power to trade with the Company and to charge its land in accordance with these Terms and Conditions under the trust instrument and by operation of the law.
2. The applicant shall no later than 14 days prior to any proposed change of ownership, shareholding, effective control or of directors of the applicant notify the Company of the proposed change(s).
3. Where the Company is unable to deliver goods because of a matter beyond the Company's control any date specified for delivery shall be extended until the cessation of such matter(s).
4. The Company shall not be liable whatsoever for any direct, indirect or consequential loss or damage suffered by the applicant or any third party caused directly or indirectly by non-delivery or delay in delivery of goods by the date or dates as may be specified by the Company or the applicant.
5. Subject to clause 10 hereunder, the applicant shall pay the Company for all invoiced goods on or before the expiration of thirty (30) days from the end of the month in which the Company invoices the applicant for the goods.
6. In the event that the payment of goods is not made by the applicant in accordance with clause 5 hereof or as otherwise agreed in writing the amount outstanding to the Company for the goods shall attract interest at the rate of 1.5% above the National Australia Bank "Variable Benchmark Lending Rate" as from time to time is applicable.
7. Where payment is overdue for goods supplied by the Company, the Company may at its option cancel any incomplete contracts or orders and all invoices issued to the applicant shall immediately become due and payable.
8. In the event of default of payment by the applicant in accordance with clause 5 hereof all debt recovery costs including legal costs on a solicitor/own client basis and any mercantile agent costs shall be deemed to part of the indebtedness of the applicant to the Company. A Certificate signed by a director or a Secretary for the time being of the Company as to any sum payable to the Company pursuant to clause 5 and 6 hereof and this clause shall be conclusive evidence and proof of the indebtedness of the applicant to the Company at the date of such Certificate.
9. So as to better secure the performance of the applicant of its obligations under clause 5 hereof, the applicant hereby grants an equitable charge for the benefit of the Company over any land and/or other real property in respect of which the applicant currently holds, or may hold at some future time being a time when the applicant retains obligations to the Company pursuant to these terms and conditions, title (whether such title is held in the applicant's own name or jointly and/or severally with another or others) and the applicant hereby consents to the loading of a caveat or caveats by the Company over such Title or Titles.
10. The Company may terminate the supply of goods and credit and thereupon all monies shall become immediately payable in the event of:
  - (a) the applicant committing an act of bankruptcy or declared bankrupt;
  - (b) the commencement of winding-up proceedings against the applicant;
  - (c) the appointment of an Administrator or Controller pursuant to the Corporations Law, or the applicant entering into an informal scheme of arrangement with its creditors;
  - (d) a cheque drawn by the applicant in favour of the Company being dishonoured by the applicant's bank;
  - (e) the applicant ceasing to trade or carry on business on the usual manner or;
  - (f) the applicant otherwise being in breach of these terms and conditions.
11. The Company may from time to time require further security on terms and condition which the Company in its absolute discretion thinks fit as a condition of continuing to supply goods on credit.
12. Until the Company has been paid in full for all inventory/collateral goods, supplied by it to the Applicant, both in the present and in the future, including the goods and the proceeds thereof, whether in money or other form, under any contract and/or account whatsoever between the Company and the Applicant, the property and title in all of the goods shall remain in the Company, notwithstanding delivery of all the goods to the Applicant or other Third Party and the Company has a security interest in the goods within the meaning of the *Personal Property Securities Act 2009 ('the Act')*. In the event of breach of clause 5 hereof, the Company shall be entitled to enter upon any premises of the Applicant for the purpose of removing all goods of the Company pursuant to the Company's security interest and purchase money security interest in the goods. The Applicant acknowledges that it is in possession of all goods as a bailee for the Company until payment for all goods has been made by the Applicant to the Company. The Applicant further acknowledges that where the Company's goods have been installed in the premises of a Third Party, the company has a 'Purchase Money Security Interest' in the proceeds of such goods within the meaning of the *Act*.
13. This agreement shall at all times be governed by the laws of the state of Victoria and the applicant and the Company agree that in respect of any claim or dispute regarding these terms the appropriate Court of the State of Victoria shall have exclusive jurisdiction to determine such claim.
14. THE APPLICANT HEREBY ACKNOWLEDGES AND AGREES to be bound by each and every of the abovementioned terms and conditions and by the terms and conditions of sale of the Company. The applicant further acknowledges having read and understood all of such terms and conditions and hereby warrants being duly authorised to legally bond the applicant to this agreement for the supply and delivery of goods on credit.

Name of applicant \_\_\_\_\_

Signed for and behalf of the applicant by: (Signature) \_\_\_\_\_ (Signature)

Please print name in (BLOCK LETTERS) of above signatory \_\_\_\_\_ (NAME IN BLOCK LETTERS)

Dated \_\_\_\_\_

**GUARANTEE & INDEMNITY**

To: PAVDON PTY LTD ACN 007 422 737 ABN 27 549 755 667 (Trading as Plaster Wholesalers) of 162-172 Old Geelong Rd, Hoppers Crossing ("the Supplier"). IN CONSOLIDATION of you having at our request agreed to supply or to continue to supply goods previously provided to for or on behalf of:

..... ("the customer")  
We ..... of  
..... of  
..... ("Guarantors")

jointly and severally Covenant and Agree with the Supplier its successors and assigns as follows:

- 1. (a) To guarantee the due and punctual payment by the Customer of all and every sum or sums of money and other liabilities which the Customer is now or may hereafter be indebted to the Supplier on any account or in any manner whatsoever;
- (b) To indemnify and forever hold harmless the Supplier in respect of any failure by the Customer to pay such sums or discharge such liabilities however arising.
- 2. That this guarantee hereby granted:
  - (a) shall not be affected by any waiver or indulgence whether as to time or otherwise which the Supplier may extend to the Customer or by any other matter or thing which would or may otherwise have the effect of releasing the guarantors therefrom;
  - (b) shall bind the guarantors and their respective personal representatives or assigns and shall not be in any way affected by the death or bankruptcy of any one of the guarantors and where two or more guarantors are parties hereto each guarantor shall be immediately bound upon the signing hereof notwithstanding the failure of any other party to execute this guarantee whether contemplated or not;
  - (c) shall be in addition to and is not substitution for any security which the Suppliers may hold in respect of the Customer's obligation to it and may be enforced without first having recourse to any such security and without taking any steps or proceedings against the customer;
  - (d) imposes obligations upon the guarantors which are of a continuing nature and can only be discharged by payment in full of all monies as provided in clause 1 hereof and shall not be affected by any error, oversight, indulgence or concession given to the Customer by the Supplier or by the liquidation or insolvency of the Customer.
- 3. The Supplier shall be at liberty at anytime to release or discharge any guarantor from his/her obligations hereunder, extend time for payment, accept any compositions from or make any other arrangement with any guarantor without releasing or discharging the other guarantors or otherwise prejudicing or affecting in any manner whatsoever the rights and remedies of the Supplier against any other guarantor.
- 4. In the event of the liquidation of the Customer a guarantor is not entitled to prove in the liquidation in competition with the Supplier to diminish any dividend or payment which but for guarantors proof the Supplier would be entitled to receive in the liquidation or to assert any right of subrogation of indemnity in respect of any monies paid by guarantor or guarantors to the Supplier hereunder until the Supplier has received full payment of all monies pursuant to clause 1 hereof.
- 5. Any payment made to the Supplier by or on behalf of the Customer which is subsequently avoided by any statutory provisions shall be deemed not to have discharged the liability of any guarantor hereunder and in such event the Supplier and the guarantors shall be restored to the position in which they respectively would have been but for such payment and to the liabilities which they respectively would have had if such payment had not been made.
- 6. A certificate signed by any Director, Secretary or Manager of the Supplier as to any sum payable to it pursuant to clause 1 hereof shall be conclusive evidence and proof of the indebtedness of the Customer at the date of such certificate.
- 7. So as to better secure the payment of monies pursuant to clause 1 and 8 hereof and performance of their obligations hereunder the guarantors and each of them HEREBY CHARGE, all of their estate, right, title and interest in land which the guarantors now have or may acquire during the currency of this guarantee and hereby consent to the lodging of a Caveat by or on behalf of the Supplier upon the Certificate or Certificates of Title to any of the land so held by us as evidence of this charge and we further agree to execute such further or better securities over any such Certificates or Certificates of Title in such form as the Solicitors for the Supplier may prescribe within fourteen days of being called upon to do so and at our expense.
- 8. The Guarantors will pay to the Supplier all costs, charges and expenses arising out of this Guarantee or be incurred by the Customer including those of and incidental to recovering or attempting to recover from the Customer or the Guarantor sums owing by them or either of them. A certificate signed as provided by clause 6 hereof of the amount of such costs, charges and expenses shall be prima facie evidence that such costs, charges and expenses were incurred by the Supplier in accordance with this clause.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**THE GUARANTORS**

1. \_\_\_\_\_  
SURNAME GIVEN NAMES SIGNATURE OF GUARANTOR

**WITNESS**

\_\_\_\_\_ SIGNATURE OF WITNESS  
SURNAME GIVEN NAMES

ADDRESS

2. \_\_\_\_\_  
SURNAME GIVEN NAMES SIGNATURE OF GUARANTOR

**WITNESS**

\_\_\_\_\_ SIGNATURE OF WITNESS  
SURNAME GIVEN NAMES

ADDRESS

**PRIVACY INFORMATION AUTHORITY**

TO PAVDON PTY LTD (ACN 007 422 737 ABN 27 549 755 667)  
trading as Plaster Wholesalers  
162-172 Old Geelong Road  
HOPPERS CROSSING VIC 3029

I/WE HEREBY AUTHORISE YOU TO MAKE SUCH ENQUIRIES AS ARE CONSIDERED NECESSARY TO DETERMINE MY/OUR CREDIT WORTHINESS AND ACKNOWLEDGE AND CONSENT TO YOUR PRODUCTION OF THIS AUTHORITY TO THE FINANCIAL INFORMATION PROVIDERS NAMED IN MY/OUR CREDIT APPLICATION FOR A COMMERCIAL ACCOUNT TO ASSIST YOUR ENQUIRIES AND THIS AUTHORITY SHALL ENDURE THROUGHOUT THIS PERIOD DURING WHICH CREDIT IS EXTENDED BY YOU.

DATED THIS DAY OF 20

SIGNED BY \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_

DIRECTOR/SECRETARY/PARTNER \_\_\_\_\_

SIGNED BY \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_

DIRECTOR/SECRETARY/PARTNER \_\_\_\_\_