



**Unipod Pty Ltd**  
2-10 Distribution Drive  
Truganina Vic 3029  
P: 1800 486 4763  
mpl@unipod.com.au  
www.unipod.com.au  
ABN: 33 123 302 509

# Credit Application Form

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Business conducted as:	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Private Company	ABN:
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Company	
Company Name of Applicant:	("the Customer")		
Business Name of Applicant:	("the Customer")		
Business Address:			
Postal Address:	Fax:		
Phone:			
Nature of Business:			
How long has the business been operating?			
What is the nominal capital?	What is the paid up capital?		
Does the Sole Trader / Partnership / Company operate as a trustee of a trust?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, please provide details:			

## Names and Addresses of Directors / Proprietors:

1. Name:	Date of birth:
Address:	Licence No:
2. Name:	Date of birth:
Address:	Licence No:
3. Name:	Date of birth:
Address:	Licence No:

Is the business premises:	<input type="checkbox"/> Owned	<input type="checkbox"/> Rented	<input type="checkbox"/> Leased
If owned, are they subject to any mortgage or any other charges?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, to whom?			
Is there any mortgage, bill of sale or any other charge over any other asset of the business?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, please provide details:			

## Bank Details (Business):

Name of Bank:	BSB No:	Account No:
Branch Address:		

## Trade References: (At least to the value of credit required)

1.	Ph:
2.	Ph:
3.	Ph:

## Level of Credit Required:

Maximum Limit: \$	Average Monthly Order Value: \$
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Office use only
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**PERSONAL GUARANTEE**

**Dated:**

IN CONSIDERATION OF the Company at my/our request (which I/we hereby make) agreeing to supply and/or to continue to supply goods and services to the Customer and at my/our express request forbearing to sue for any monies now owing to the Company by the Customer.

I/We.....

of (Address).....

and I/We.....

of (Address).....

("the Guarantors") hereby JOINTLY AND SEVERALLY GUARANTEE to the Company the due and punctual payment of all moneys owing or remaining unpaid to the Company by the Customer, as follows:

1. The Guarantors will pay to the Company on demand without deduction or set-off, all moneys then owing or from time to time remaining unpaid by the Customer including without limitation interest and collection and legal costs of recovery of such moneys, and the Company need not first take recovery proceedings against the Customer.
2. A certificate of an officer of the Company as to the amount from time to time due to the Company will be conclusive evidence for all purposes against the Customer and/or Guarantor in the absence of manifest error.
3. This Guarantee shall be a continuing Guarantee to the Company for the whole of the Customer's indebtedness or liability to the Company from time to time howsoever and whenever arising and it will not be affected by:
  - (a) the Company granting any time or other indulgence, compounding or compromising with or releasing the Customer or any Guarantor or co-surety;
  - (b) the Company taking or failing to take or enforcing or failing to enforce or holding any other security for the Customer's indebtedness or varying or surrendering any such security;
  - (c) any change in the identity or proprietorship of the Customer and shall not be wholly or partially discharged by any payment until payment in full of all monies due by the Customer.
  - (d) any failure to notify the Guarantors of any dealings between the Company and the Customer, including any variation in the amount of credit allowed to the Customer or any failure to pay by the Customer;
  - (e) the Company obtaining judgment against the Customer;
4. The Guarantors hereby indemnify the Company from any loss the Company may suffer by reason of the Customer becoming bankrupt or going into liquidation, or death, including any amount which might be paid to the Company by the Customer but required to be repaid to the trustee in bankruptcy or liquidator of the Customer.
5. The Guarantors undertake to the Company that this Guarantee will not be vitiated by any act of a third party including without limitation any Deed of Arrangement unless the Company agrees in writing to such third party act and if this Guarantee howsoever ceases to be effective or is avoided then this Guarantee shall be reinstated as a guarantee given immediately after it has become ineffective or avoided as if it was a fresh guarantee.
6. CONFIRM I/we have obtained my/our solicitor's advice and understand the nature of the Guarantee and my/our obligations under this Guarantee.
7. I/We acknowledge and specifically agree that the Company may request a credit report on me/us and such report may contain consumer credit information to be given to it for the purposes of assessing this application by a credit reporting agency, bank or financial institution. I/We agree that a credit reporting agency, bank or financial institution may give a credit report on me/us to the Company.
8. The Guarantors hereby charge in favour of the Company as security for his/her/their obligations to the Company, all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Company, the Guarantors specifically authorise the Company to lodge a caveat against any dealings with any such property and hereby appoint the Company my/our Attorney for this purpose.

**Signed By The Abovenamed Guarantor**

.....  
 Guarantor's Signature

.....  
 Witness' Signature

.....  
 Full Name of Witness

.....  
 Address.....

.....  
 Date:.....

**Signed By The Abovenamed Guarantor**

.....  
 Guarantor's Signature

.....  
 Witness' Signature

.....  
 Full Name of Witness

.....  
 Address.....

.....  
 Date:.....



In the event that this Credit Account is approved by Unipod Pty Ltd, the Buyer acknowledges and agrees:

- (1) The account is to be maintained on strictly thirty (30 end of month) day basis from invoice. Liability shall be joint and several if there is more than one Proprietor or Applicant and these conditions shall be binding on a Proprietor's/Applicant's successors and assigns.
  - (2) If at any times monies are overdue and owing upon any invoice then outstanding, the whole of the amount of all invoices then outstanding shall, at the option of Unipod Pty Ltd, become immediately due and owing.
  - (3) A certificate signed by the Credit Manager Unipod Pty Ltd or his or her nominee, stating the sum due and owing by the Buyer at the date mentioned in the certificate shall be prima facie evidence that the sum so stated is the sum due and owing to Unipod Pty Ltd at that date.
  - (4) Unipod Pty Ltd may at any time, without notice terminate or suspend the Buyer's right to purchase goods or have services provided upon credit.
  - (5) It is the Buyer's responsibility to notify Unipod Pty Ltd in writing within seven (7) days of any or any intended changes in the Buyer's corporate structure, share holding or management or any changes in the information provided in this Application.
  - (6) The Buyer acknowledges that the credit facility and account number provided to the Buyer are personal to the Buyer and shall not be assigned, transferred or made available by it for use by any other corporation, person or organisation and further acknowledges that any goods ordered/purchased or services provided by use of the credit facility or account number shall be paid by the Buyer.
  - (7) In order to secure the amount of the Buyer's indebtedness from time to time outstanding to Unipod Pty Ltd, the Buyer charges all of its interest in any real estate in which the Buyer now has or subsequently acquires an interest.
  - (8) Any expenses, costs or disbursement incurred by Unipod Pty Ltd (on either a solicitor and own client basis or debt collection agency fees) in the recovery or attempted recovery of any monies overdue on the account shall be recoverable in full from the Buyer.
  - (9) The Buyer hereto agrees that Unipod Pty Ltd may obtain and disclose consumer credit information about them from and to:
    - a) If the Company considers it relevant to assess my/our application for commercial credit or 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 credit report containing personal credit information about me/us in relation to commercial credit provided by the Company.
    - b) If the Company considers it relevant to assess my/our 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 or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.
    - c) I/we agree that Unipod Pty Ltd 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 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. 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 credit worthiness.
- I/We declare that all of the information given on behalf of the Buyer in this Application for Credit is true and correct and acknowledge that if a Credit Account is approved by Unipod Pty Ltd any such decision arises from the information given by me / us.

I/We declare that I/We am/are authorised by the Buyer to apply for and execute this Application for Credit.

**Signed on behalf of:**

(Full Company name / Trading name)

Signature(s):	Capacity to Sign*:
Print Name(s):	Dated:

\*Capacity to sign means signature of persons such as proprietor, partner, director, public officer, trustee, sole trader.