# Credit Application

Full Name of Company / Business/ Sole Trader :

Trading Name: Nature of Business:

ABN No: ACN No:

Trading Address: Postcode:

Postal Address: Postcode:

Bus. Phone Number: Fax Number:

Name of Principal Contact:

Title: Email Address:

Direct Number: Mobile Number:

**Directors / Proprietors / Sole Traders details (must be completed by each applicant)**

Name: Date of Birth: Drivers Lic.:

Address: Postcode:

Name: Date of Birth: Drivers Lic.:

Address: Postcode:

Name: Date of Birth: Drivers Lic.:

Address: Postcode:

**Trade References**

**1.** Company Name:

Telephone: Email:

**2.** Company Name:

Telephone: Email:

**3.** Company Name:

Telephone: Email:

**Terms –** Equipment Hardware is 7 days from date of invoice. Consumables & Service is 30 Days from end of month


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www.abm.cloud
sales@abm.cloud
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**1. Agreement that Austral Business Machines (Sandcraze Pty Ltd) may seek consumer credit information (Section 18K (1)(b), Privacy Act 1988)**

If Austral Business Machines considers it relevant to assessing my/our application for commercial credit, I/we agree to Austral Business Machines obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Austral Business Machines.

**2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)**

I/we agree to Austral Business Machines obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Austral Business Machines or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Austral Business Machines.

**3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)**

I/we agree that Austral Business Machines may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Name: _____ Date: _____

_____
Signature:

Name: _____ Date: _____

_____
Signature:

Name: _____ Date: _____

_____
Signature:



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## PERSONAL GUARANTEE INDEMNITY AND CHARGE

In consideration of Sandcraze Pty Ltd (trading as Austral Business Machines) (ABN 73 073 527 401) or any of its subsidiaries in existence now or in the future (hereafter referred to as "the Company") at the request of the undersigned Guarantors having agreed to supply the Customer described below (hereinafter called "the Customer") with goods or services or both goods and services from time to time and extending credit to the Customer and/or in consideration of the Company in compliance with a further request which we hereby make forbearing to immediately sue the Customer for any monies now due owing or remaining unpaid by the Customer to the Company (if any) we the parties described below as the Guarantors HEREBY JOINTLY AND SEVERALLY GUARANTEE to the Company as follows:-

1. To be answerable and responsible to the Company and guarantee to the Company as a continuing obligation the due payment by the Customer for all such goods and services as the Company may heretofore have supplied or which the Company may hereafter from time to time at the Customer's request supply to the Customer (notwithstanding that the Guarantors shall not have notice of any neglect or omission on the Customer's part to pay for such goods or services or both) according to the terms agreed upon between the Company and the Customer.
2. That the Company may at any time or times in its absolute discretion and without giving any notice whatsoever to the Guarantors refuse further credit or supplies of goods or services to the Customer and grant to the Customer any time or other indulgence and compound with the Customer without discharging or impairing the Guarantor's liability under this Guarantee Indemnity and Charge.
3. That all monies owing by the Customer to the Company shall become immediately due and payable by the Guarantors without notice or demand upon the death of the Customer or upon the filing of any proceedings in bankruptcy in relation to the Customer if the Customer is a natural person; or upon the appointment of an Administrator, Receiver or Liquidator to the Customer if the Customer is a corporation.
4. That the Guarantor's liability under this Guarantee Indemnity and Charge shall be not be affected by: a. The granting to the Guarantors (or any one of them) or to the Customer of any time, credit or forbearance or any other indulgence, concession or consideration; or
b. The fact that any person who was intended to execute this Guarantee or any one of them has not done so or has not done so effectively or by the discharge under any principle of law or equity of any person who is a co-Guarantor;
c. The death, lunacy, mental incapacity, bankruptcy or liquidation of any Guarantor; or
d. Any changes in the constitution of the Customer or the Guarantors by way of reconstruction, consolidation, absorption, merger or amalgamation.
5. That in order to give effect to this Guarantee Indemnity and Charge the Guarantors agree that the Company shall be at liberty to act as though the Guarantors were the principal debtor and each Guarantor hereby waives all and any rights as surety which may at any time be inconsistent with any of the above provisions.
6. That as a separate severable and independent agreement and for the consideration aforesaid the Guarantors agree with the Company that in the event that the whole or any part of the Customer's liability to the Company the subject of this Guarantee Indemnity and Charge shall not be recoverable from the Guarantors by reason of any legal limitation, disability or incapacity (including infancy) on or of the Customer or by reason of any other failure of liability of the Customer for any reason and whether or not known to the Company the Guarantors will nevertheless **INDEMNIFY AND KEEP THE COMPANY FULLY INDEMNIFIED** at all times hereafter against all loss or damage that the Company may suffer by reason of such limitation, disability, incapacity or other failure of liability as aforesaid.
**7. To further secure all monies hereby guaranteed to be paid by the Guarantors to the Company, all the right, title, and interest which the Guarantors have or may hereafter during the currency of this Guarantee Indemnity and Charge acquire in any freehold or leasehold property shall by the force of the execution of this Guarantee Indemnity and Charge stand charged by the Guarantors (as beneficial owners of the said property) with payment of all monies hereby guaranteed.**
8. That the Guarantors may determine their liability only as to further credit extended to the Customer by the Company by giving prior written notice one (1) month before the date of such determination given to the Company or the Company's duly authorised agent or in the case of the death of any Guarantor by the Guarantor's personal representative.
9. That this Guarantee Indemnity and Charge shall inure to the benefit of any entity with which the Company may be amalgamated or consolidated, or within which the Company may be merged or absorbed.
10. That all dividends, compositions and payments received by the Company from the Customer whether in liquidation or otherwise, shall be taken and applied by the Company as payments in gross and any Guarantor's rights to be subrogated to the Company in respect thereof shall not arise until the Company has received the full amount of the Company's claim against the Customer and this Guarantee and Indemnity and Charge shall be a security to the Company for the payment of any ultimate balance which shall remain due to the Company.


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11. That in the event that payment of any sum outstanding or any amount due and payable by the Customer to the Company is subsequently declared void in whole or in part as a preferential payment, such payment or payments by the Customer in each case shall be deemed not to have been made to the Company and the Company may be entitled at any time thereafter to demand such amounts so voided from the Guarantors.
12. That the Guarantors agree that the Company may seek from a credit reporting agency, a credit report containing personal information about the Guarantors to assess whether to accept the below signed as Guarantors for credit applied for or provided to the Customer.
13. That this Guarantee Indemnity and Charge shall be interpreted in accordance with the laws of the State of Queensland, Australia and any court proceedings arising from this Guarantee Indemnity and Charge shall be conducted only in the State of Queensland.
14. That the Company may assign the benefit of this Guarantee Indemnity and Charge.

Dated: Customer Name (Company Name):

**SIGNED SEALED AND DELIVERED by**

Guarantor's Name:

Guarantor Signature:

in the presence of:

Witness Name:

Witness Signature:

Witness Address:

**Please fill below for more than one personal Guarantor**

Guarantor's Name:

Guarantor Signature:

in the presence of:

Witness Name:

Witness Signature:

Witness Address:

Print Form

**Please print, sign all required areas, scan and return to sarai@abm.cloud**


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