



Trading as The Yoghurt Co Vic Pty Ltd

7 Capital Place
 Carrum Downs Vic 3201
Ph: 03 9786 1524
accounts@eossyoghurt.com.au
 ABN 83 402 590 502

APPLICATION FOR 7 DAY EFT/CREDIT CARD ACCOUNT

Company name
 Trading name
 Type of business
 ACN..... ABN.....
 Postal address
Postcode
 Delivery address
Postcode.....
 Ph Number
 Fax
 Email
 Date that applicant commenced trade in this business:

Orders contact namePh.....
 Email
 Accounts contact namePh.....
 Email
 Director/Proprietor name
 Home address
 Mobile.....Licence Number
 Director/Proprietor name
 Home address
 Mobile Licence Number.....
 Credit requested \$
\$120.00 MINIMUM PURCHASE REQUIRED*
 *conditions apply

Trade references of suppliers:

Company name	Contact person	Contact Phone	Fax No.
1.
2.

If you would like to pre-pay for your delivery by credit card please fill in details below. **WE DO NOT CHARGE YOUR CARD WITHOUT YOUR CONSENT.**

CREDIT CARD / / Exp / CVV

For EFT payments : ANZ BSB: 013 322 ACC NO: 497766887 Please use invoice number as reference.

1. The credit provider may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit providers information about my/our credit arrangement and I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act. and Privacy Amendment Act.
2. The credit provider at its discretion reserves the right to refuse the applicant(s) credit facilities
3. The applicant(s) must inform the credit provider in writing within (7) seven days of any change on his/her/their business or corporate structure.
4. The applicant(s) acknowledges that the information provided within this commercial credit application has been read and understood by each of the signatories appearing below.

I/We the undersigned hereby acknowledge that all purchases from The Yoghurt Co Vic Pty Ltd will be made pursuant to the Personal Guarantee & Indemnity and the Terms & Conditions attached to this Application form which exclude and supersede any prior arrangements or any representation, warranty, assurance or undertaking given for or on behalf of The Yoghurt Co Vic Pty Ltd unless expressly accepted by an authorised office of The Yoghurt Co Vic Pty Ltd in writing.

Signed: _____ **Print Name:** _____ **Date:** ____/____/____

I certify that I am authorised to sign this application for and on behalf of all directors/partners owners of the Applicant in my capacity as _____ (Position Held).

OFFICE USE ONLY

TIER <input type="checkbox"/>	CALL <input type="checkbox"/>	ENTERED DATABASE <input type="checkbox"/>	ENTERED MYOB <input type="checkbox"/>
PPK <input type="checkbox"/>	TCU <input type="checkbox"/>	ADDED TO ZONE <input type="checkbox"/>	ORDER ATTACHED <input type="checkbox"/>
BULK <input type="checkbox"/>	DEL DAY <input type="checkbox"/>	WELCOME LETTER <input type="checkbox"/>	1 ST ORDER IN <input type="checkbox"/>

PERSONAL GUARANTEE AND INDEMNITY

To be completed by directors/partners of the Applicant

IN CONSIDERATION OF The Yoghurt Company Victoria (TYCV) agreeing to the applicant described in the attached Application for credit account as the Applicant the Guarantor described in this Guarantee as the Guarantor HEREBY GUARANTEES COVENANTS and binds myself jointly and severally with the Applicant in favor of TYCV for the payment of any amount which is now due or owing or which may hereafter become due or owing by the Applicant to TYCV.

And the Guarantor HEREBY FURTHER GUARANTEES COVENANTS AND AGREES to and with TYCV as follows:

1. That the Applicant will pay to TYCV all monies payable by the applicant to TYCV on that trading account as and when they fall due for payment and if at any time default shall be made in the punctual payment of any moneys for the time being payable by the Applicant on that trading account the Guarantor will on demand pay to TYCV the whole of such moneys due or payable to TYCV and the Guarantor will on demand pay and make good all losses, damages, claims, costs, charges and expenses sustained or incurred by TYCV by reason or in consequence of such default by the Applicant and that in the event of any default as aforesaid the Guarantor will indemnify and keep indemnified TYCV from and against all loss of moneys and all losses, damages, claims, costs, charges and expenses whatsoever that TYCV may incur by reason of any such default on the part of the Applicant its successors or assignees;
2. That no time or other indulgence granted to the Applicant nor any variation in the terms of any contract, agreement or arrangement between TYCV and the Applicant nor the release by TYCV of any guarantee of security held by TYCV shall in any way affect the liability of the Guarantor and that as between TYCV and the Guarantor no cheque, bill of exchange or promissory note received by TYCV in respect of the Applicant's indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which is given unless and until the same shall have been met;
3. This Guarantee is a continuing one and shall not be determined or discharged by reason of liquidation (voluntary or otherwise) or of the reconstruction or of the amalgamation with any other company or the death or bankruptcy of the Guarantor or the Applicant or their successors and assignees;
4. TYCV shall be at liberty to act as though the Guarantor was the principal debtor and the Guarantor hereby waives all or any rights and sureties which may at any time be inconsistent with any provision hereof;
5. Where the Guarantor comprises two or more parties the covenants or obligations on the part of the Guarantor herein contained shall bind such parties and any two or more of them jointly each of them and severally;
6. The discharge, extinguishment or postponement by bankruptcy, operation of law, act of parties or otherwise of any part of the indebtedness of the Applicant shall not impair or affect the liability of the Guarantor hereunder;
7. If any payment made to TYCV by or on behalf of the Applicant or Guarantor and subsequently be avoided by any statutory Provisions or otherwise such payment shall be deemed not to have discharged the Guarantor's liability and, in such event, TYCV and the Guarantor shall be restored to the position in which they would have been if such payment had not been made;
8. Any notice or demand shall be deemed to be duly made and given if it is given forwarded in writing and posted to the Guarantor at the address of the Guarantor shown in the schedule of the Guarantee or any other address given by the Guarantor to TYCV;
9. That TYCV in accordance with the Privacy Act and Privacy Amendment Act may seek from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for or provided to the Applicant whose name appears below;
10. TYCV approves the Applicant's application for credit this agreement remains in force until the credit facility covered by the Applicant's application ceases;
11. In the interpretation of the Guarantee the masculine shall include the neuter and/or feminine genders as the context requires.

Dated this day of...../.....

*NOTE SIGNATURE ONLY VALID IF WITNESSED			
SIGNED by said:	In the presence of:		
.....
.....
(Signature of Guarantor)	(Print name of Guarantor)	(Signature of Witness)	(Print name of Witness)

*NOTE SIGNATURE ONLY VALID IF WITNESSED			
SIGNED by said:	In the presence of:		
.....
.....
(Signature of Guarantor)	(Print name of Guarantor)	(Signature of Witness)	(Print name of Witness)

TERMS & CONDITIONS

1. TRADE TERMS

- (a) Payment is due within 7 days from time of delivery.
 - (b) A completed application with a guarantor's signature is compulsory
- If payment terms are not adhered to, we reserve the right to withdraw those terms at any given time, without prior notice.
 Please note should your account exceed trading terms, and be passed over for collection all costs including debt collection, commission, solicitor's fees and any out of pocket expenses in collection of the debt will be the liability of the customer.
 Ownership of the goods will not pass until such time that the payment in full has been received.
 The applicant agrees that the above credit terms shall apply to all purchases and orders.
 In the event that you should cease to trade with us all outstanding monies become immediately payable.
2. It will be deemed that the above terms and conditions have been carefully read and agreed to, once this application is signed and dated.