



ABN: **68 134 783 649**

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APPLICATION FOR CREDIT ACCOUNT

CUSTOMER ACCOUNT DETAILS

Account Name:

Trading Name:

ABN

Postal Address:

Suburb/Town:

Postcode:

Phone:

Fax:

Email:

Mobile:

Delivery Address if different from above:

Postcode:

Accounts Contact Person:

DIRECTOR/OWNER DETAILS

1. Surname:

Full given name:

Residential Address:

DOB:

D/Lic No:

Phone:

Mobile:

2. Surname:

Full given name:

Residential Address:

DOB:

D/Lic No:

Phone:

Mobile:

3. Surname:

Full given name:

Residential Address:

DOB:

D/Lic No:

Phone:

Mobile:

BUSINESS AND CREDIT INFORMATION			
<i>Please Circle:</i>			
Sole Trader	Partnership	Company	Other
How long has the business been established?			
How long have the current proprietors owned the business?			
Est Monthly purchases:		No of Staff	
Bank and Branch:			
Current Premises - Leased/Owned			
Other Current/Previous businesses:			
Accountant:			
<i>If Company:</i>	ACN	Date of Inc	
Full Company Name			
TRADE REFERENCES (THREE REQUIRED)			
1.Name:		Ph:	
Address:			
2.Name:		Ph:	
Address:			
3.Name:		Ph:	
Address:			
<i>Please Note This Application is not complete until Page 3 of this form is signed</i>			
<i>For office use only:</i>	<i>References checked</i>		<i>Date:</i>
	<i>Account approved</i>		<i>Date:</i>

CREDIT ACCOUNT APPLICATION FORM

Supplied by Eden Foods Pty Ltd (A.C.N. 146 493 950) hereafter referred to as Eden Foods.

PRIVACY ACT ACKNOWLEDGEMENT & CONSENT

I/We understand that Section 18E(8)(c) of the Privacy Act permits Eden Foods to provide a credit reporting agency with certain personal information about me/us which I/we authorise Eden Foods to do. I/We acknowledge that the personal information collected about me/us is collected primarily for the purpose of considering my/our application for credit and for administering the relationship between Eden Foods and me/us.

I/we authorise Eden Foods to obtain from a credit reporting agency, a credit report containing personal and/or commercial credit information about me/us to assess my/our application for commercial credit, and also to collect overdue payments.

I/We authorise Eden Foods, to give and obtain from credit providers named in this credit application, and credit providers that may be named in a credit report issued by a credit reporting agency, information about my/our credit arrangements.

I/We acknowledge that Eden Foods may disclose information about me/us including my/our credit worthiness or credit history to other credit providers to assess an application by me/us for credit, to notify them of any default by me/us and to inform other credit providers who allege I/we are in default with them. I/We acknowledge that Eden Foods may also disclose the personal information collected about me/us in the following circumstances:

- To a contractor of Eden Foods under an outsourcing arrangement but only where the contractor is committed to meeting the same privacy obligations as those binding on Eden Foods.
- To Eden Foods' related entities.
- To any person reasonably necessary for the purposes of that person taking an assignment of any contract Eden Foods has with me/us.

I/We acknowledge that Eden Foods may disclose a credit report that is or has been in its possession containing my/our personal information or information derived from that report, to a person who is a guarantor or to a person for the purpose of that person considering whether to offer to act as guarantor in respect of:

- credit given by Eden Foods to me/us; or
- Credit for which I/we have applied to Eden Foods.

I/We acknowledge that Eden Foods may not be able to process this application without this information.

I/We acknowledge that Eden Foods may give a credit reporting agency certain personal information about me/us at any time after the making of this application. I/We acknowledge that if I/we apply for additional credit from time to time, this disclosure and consent statement applies to each application.

I/We acknowledge that at any time upon request I/we may gain access to the information that Eden Foods hold about me/us in accordance with the *Privacy Act 1988* (Cth) and the National Privacy Principles (NPP's).

TERMS AND CONDITIONS OF SUPPLY OF GOODS

Upon the supplier approving this application the Applicant agrees:

1. I/we agree to pay for all goods within 7 days from the end of the week in which the goods were purchased. In case of Payment Default the Company may in addition charge an administration fee at the rate being ten percent (10%) per annum calculated from the date of purchase, or other such rate as may be notified in writing from time to time, from the Due Date until payment has been made.
2. I/we understand that the Supplier shall be at liberty to withdraw or suspend account facilities offered to the applicant at any time without prejudice to any other right the Supplier may have and without being liable for consequences.
3. I/we will be liable for all costs, charges, commission fees and disbursements incurred by the supplier in recovery of any unpaid account.
4. I/we will notify the supplier in writing no later than 14 days prior to any change of ownership of the intended change. Failure to do so could result in the me/us being responsible for future debts.
5. I/we hereby charge in Eden Foods' favour payment of all monies owed to Eden Foods by me/us, all my estates, interest in any land and/or other asset whether tangible or intangible in which I have any legal and/or beneficial interest and/or in which I later acquire any such interest, by way of security.
6. RESERVATION OF TITLE:
 - (A) Goods supplied by Eden Foods will at all times remain the property of Eden Foods until paid for in full.
 - (B) In the event that the final payment is not received by the due date Eden Foods or their agents reserves the right to enter the property where the goods relating to the invoice are stored, in order to seize and take possession of the said goods, without penalty and without becoming liable for any costs or losses incurred by the customer as a result of the goods being so taken.
 - (C) Eden Foods further reserves the right to dispose of the goods so recovered and apply the proceeds of such disposal against the outstanding amount. The customer will remain liable for the balance of the account should any still remain after this set off.
 - (D) Should the goods be converted into other goods Eden Foods retain ownership in those converted goods.

If it is you do not understand any of the terms and/or conditions of this account, you should seek independent legal advice prior to making the application.

I/WE AGREE TO TRADE UNDER THE TERMS AND CONDITIONS OF EDEN FOODS AND CONFIRM THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. WE FURTHER AGREE TO PERSONALLY GUARANTEE TO PAY ANY OVERDUE AMOUNTS ON DEMAND.

Name (1) _____ Signature _____ Date _____

Name (2) _____ Signature _____ Date _____

Name (3) _____ Signature _____ Date _____