



COMMERCIAL CREDIT APPLICATION

TRADING
NAME: _____

BUSINESS / COMPANY / LEGAL ENTITY NAME: _____

IF TRUST NAME OF
TRUSTEE: _____

A.B.N _____ ACN _____

POSTAL ADDRESS _____ DELIVERY
ADDRESS: _____

POST CODE: _____

POSTCODE: _____

ADDRESS OF REGISTERED OFFICE: _____

OFFICE PHONE NO: _____ FAX NO: _____

ACCOUNTS PHONE: _____ FAX: NO: _____

EMAIL: _____

EMAIL ADDRESS FOR STATEMENTS AND INVOICES: _____

CONTACT PURCHASING: PH _____
FAX: _____ EMAIL: _____

NEW PRODUCTS AND PROMOTION INFORMATION TO EMAIL ADDRESS: _____

DATE BUSINESS COMMENCED: _____ DESCRIPTION OF BUSINESS _____

YEARS UNDER CURRENT OWNERSHIP: _____ APPROX MONTHLY PURCHASE _____

BANK _____ BRANCH _____ ACCOUNT # _____ (EXPECTED MTHLY PURCHASES)

PROPRIETORSHIP DETAILS- *PLEASE TICK BOX*

SOLE TRADER PARTNERSHIP PRIVATE COMPANY PUBLIC COMPANY **IF SOLE TRADER / PARTNERSHIP DETAILS BELOW REQUIRED**

NAME _____ **DOB** _____ **DRIVERS LICENCE**
NO _____

FULL NAME OF DIRECTORS/ PARTNERS/ SOLE TRADER	PRIVATE (HOME) ADDRESS	PRIVATE TELEPHONE NUMBER

HAS THE SOLE TRADER, PARTNER OR ANY OF THE DIRECTORS OR PRINCIPALS EVER BEEN DECLARED BANKRUPT? YES NO

HAS THE SOLE TRADER, PARTNER, OR ANY OF THE DIRECTORS OR PRINCIPALS EVER BEEN A DIRECTOR OF A COMPANY WHICH HAS BEEN INSOLVENT, LIQUIDATED OR HAD ADMINISTRATOR OR A RECEIVER & MANAGER APPOINTED. YES NO

ARE PREMISES: LEASED OWNED IF LEASED NAME OF OWNER _____

PHONE NO _____



The information supplied is true and correct to the best of my/our knowledge.

I/We authorise you to enquire and supply details from time to time concerning references and to enquire / report from/to a credit-reporting agency concerning my /our account.

Signed on behalf of the above applicant by authorised signatory.

FULL NAME _____ SIGNATURE _____

(PLEASE PRINT)

(AUTHORISED SIGNATORY)

POSITION _____
/ _____

DATE: _____ / _____

Trade References

TRADING NAME: _____

3 TRADE REFERENCES

1)	Phone No:
	Fax No:
2)	Phone No:
	Fax No:
3)	Phone No:
	Fax No:

FORM OF GUARANTEE AND INDEMNITY

Social Roasting Company Pty Ltd of 307 Racecourse Rd, Flemington, Victoria, Australia (hereafter referred to as "the Company").

We
Of
And
Of
And
Of

In consideration of the Company and its Assignees agreeing to supply to ABN the Registered Office of which situated at (hereinafter called "the Principal"), goods and/or services on credit pursuant to the Company's Terms and Conditions or trading hereby jointly and severally agree with the Company as follows:

- 1 I/We hereby guarantee the due performance and observance by the Principal of the Terms and Conditions applicable to the supply of goods and/or services (the "Terms and Conditions") and I/We hereby guarantee to the Company the payment of all monies now or hereafter to be owing by the Principal to the Company for all such goods and/or services as the Company may from time to time supply to it.
2. This Guarantee shall be a continuing guarantee for all debts whatsoever and whenever incurred by the Principal with the Company.
3. I/We shall indemnify the Company and at all times hereafter shall keep the Company indemnified from and against all losses and expenses which the Company may suffer or incur in consequence of any breach or non observance by the Principal of any of the Terms and conditions.
4. On any default or failure by the Principal, to observe or perform any of the Terms and Conditions I/We shall forthwith upon demand, by the Company or its representative to pay all Monies liable to be paid and make good to the Company by reason or in consequence of any such default or failure. By the Principal without the necessity of any prior demand, having being made on the Principal.
5. The obligations under this guarantee shall not merge, or be deemed to have merged, in any judgement obtained by the company against the Principal. I/We shall remain liable to the Company in terms of this guarantee. Notwithstanding that the Company may in the meantime obtain a judgement against the Principal.
6. As a term of this guarantee the Company shall be at liberty without notice to Me/Us at any time, and without in any way discharging Me/Us from liability as guarantor, hereunder to grant time or other indulgence to the Principal and to accept payment from it in cash or by means of negotiable instruments, and treat Me/Us in all respects as though I/We are jointly and severally liable with the Principal to the Company instead of being merely surety for it.
7. Until the Company receives all moneys owing or payable to it by the Principal I/We shall not be entitled:
 - (a) To claim the benefit of any security held by the Company for the payment of any monies payable to it by the Principal, or
 - (b) Either directly or indirectly, to claim or receive the benefit of any dividend or payment in the bankruptcy, or winding up, official management, receivership or administration of the Principal (as the case may be) and in the event of bankruptcy or winding up, official management, receivership or administration (as the case may be) of the Principal shall not be entitled to prove or claim in competition with the Company so as to diminish any dividend or payment which but for such proof or claim the Company would have been entitled to receive and the receipt of any dividend or other payment which the Company may receive in any such events shall not prejudice the Company's right to recover from me/us the full amount of this Guarantee.
8. Notwithstanding the foregoing description of the parties to whom this guarantee is addressed, but without prejudice to that description, this guarantee shall apply in favour of any company which supplies goods and/or services to the Principal if at the time when such supply occurs, such company is a subsidiary or related body corporate as defined in the Corporations Law of the Company whether or not such company is now a subsidiary or related body corporate or is hereafter incorporated.
9. No payment shall operate to discharge or reduce my /our liability if such payment is voidable as a preference under any law relating to bankruptcy or the official management or winding up of companies or deed of company arrangement and no grant discharge or release consequent upon such a payment shall discharge my/our liability hereunder.

FORM OF GUARANTEE AND INDEMNITY - continued

10. This Guarantee shall not be determined or otherwise affected by the death of me/any one of us or by bankruptcy or insolvency or entry into any deed or deed of arrangement or assignment or composition for the benefit of creditors by any one of us and shall be enforceable notwithstanding that any negotiable or other instruments, security or contract shall be in circulation or outstanding or notwithstanding that (if there is more than one guarantor hereunder) any guarantor is not bound under this guarantee or that the company releases or otherwise modifies the obligations of any guarantor hereunder.
11. (a) In this clause, a reference to any kind of property includes any Estate or interest in property of any kind.
 (b) I/We agree:
 - (i) To duly pay all monies now or hereafter actually or contingently payable to the Company.
 - (ii) Hereby as beneficial owner to charge in favour of the Company by way of fixed charge any property now or hereafter held by me/us with the payment of monies referred to in paragraph (1) and to acknowledge that the Company shall have a caveat able interest in such property.
 - (iii) That upon default by the Principal the monies referred to in paragraph (1) shall at the option of the Company become immediately due and payable.
 - (iv) Not to transfer or create any Estate or interest in any property in this clause charged in favour of the Company without prior notice to the Company.
 - (v) To pay the reasonable expenses of preparation, execution, stamping, lodging, registration, enforcement and withdrawal of caveat.
12. This guarantee and indemnity is a deed.
13. Notices to be served on me/us concerning any matter relating to this guarantee shall be sufficiently served if posted to me/us by ordinary prepaid post at my/our aforesaid personal addressees.
14. **IMPORTANT: Notice and Agreement (Privacy Act 1988)** - Notice of Disclosure of your credit information to a reporting agency under Section 18E (8)(C) of the Privacy Act. The Company is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E (1) of the Act and includes:
 - Identity particulars(as permitted by the Privacy Commissioner's determination issued under Section 18E(3));
 - The fact that you applied for credit and the amount;
 - The fact that the Company is a current credit provider to you;
 - Payments which become overdue more than 60 days, and for which collection action has commenced;
 - Advice that payments are no longer overdue;
 - Cheques drawn by you which have been dishonoured more than once;
 - In specified circumstances, that in the opinion of the Company you have committed a serious credit infringement;
 - The credit provided to you by the Company has been paid or otherwise discharged.
15. Guarantor's agreement (Section 18K (1)(C) Privacy Act 1988). I/We agree that the company 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 principal, (named below). We agree that if the Company approves the principal's application for credit this agreement remains in force until the credit facility covered by the principal's application ceases.

DATED this day of 200

SIGNED SEALED AND DELIVERED by

Signature

Witness

.....
 Guarantor's full name

.....
 Witness's full name

Signature

Witness

.....
 Guarantor's full name

.....
 Witness's full name