

**GOOD FOOD DISTRIBUTORS**

accounts@goodfooddistributors.com.au  
PO Box 146, Salamander Bay NSW 2317  
Ph: 02 4919 2999 Fax: 02 4984 7815 ABN: 39100678064



**CONFIDENTIAL ACCOUNT APPLICATION**

Name (Applicant): \_\_\_\_\_

Registered Business Name: \_\_\_\_\_

Trading As: \_\_\_\_\_ ABN: \_\_\_\_\_

Business Operates as (Circle One): Sole Trader / Partnership / Trustee / Pty Ltd or Ltd Company

Year Business Commenced: \_\_\_\_\_ Premises (Circle One): Owned / Leased

Liquor Licence Number (If Applicable): \_\_\_\_\_ Licensee: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Delivery Instructions: \_\_\_\_\_ Delivery Access Time: \_\_\_\_\_

Business Phone: ( \_\_ \_\_ ) \_\_\_\_\_ Business Fax: ( \_\_ \_\_ ) \_\_\_\_\_

Website: \_\_\_\_\_

**ORDERS** Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Direct Line: ( \_\_ \_\_ ) \_\_\_\_\_

**ACCOUNTS PAYABLE**

Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Direct Line: ( \_\_ \_\_ ) \_\_\_\_\_

**MANAGER/S** Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Direct Line: ( \_\_ \_\_ ) \_\_\_\_\_

**OWNERS/DIRECTORS**

1. Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Home Phone: ( \_\_ \_\_ ) \_\_\_\_\_

Residential Address: \_\_\_\_\_

DOB: \_\_ / \_\_ / \_\_ Drivers Licence No: \_\_\_\_\_ Residence: Owned / Rented

2. Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Home Phone: ( \_\_ \_\_ ) \_\_\_\_\_

Residential Address: \_\_\_\_\_

DOB: \_\_ / \_\_ / \_\_ Drivers Licence No: \_\_\_\_\_ Residence: Owned / Rented

**Credit References:**

Name	Location	Phone Number
1 _____	/ _____	/ _____
2 _____	/ _____	/ _____
3 _____	/ _____	/ _____

Has the applicant or anyone associated with the applicant been Bankrupt or used Park X of the Bankruptcy Act? Y / N

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## ACCOUNT TERMS AND CONDITIONS

### PLEASE READ FULLY THESE TERMS AND CONDITIONS BEFORE SIGNING THIS APPLICATION FORM

The terms and conditions set out in this form will apply to credit extended by Good Food Distributors Pty Ltd and any of its related bodies corporate (as defined by the Corporations Act 2001) or assigns, and your signed application will be evidence of your agreement to that effect.

- "Goods" includes services
- "Supplier" means Good Food Distributors Pty Ltd or any of its related bodies corporate (as defined by the Corporations Act 2001) or assigns from whom goods are purchased.
- "Customer" means the party making this application for credit.
- "Property" means all property owned by the Customer now or in the future, solely or jointly.

#### 1. TERMS OF ACCOUNT

- a) Trading Terms are strictly 21 Days, unless otherwise stated by Good Food Distributors Pty Ltd and payment is to be received by Good Food Distributors Pty Ltd within 21 Days or otherwise agreed, following the date of invoicing/ billing.
- b) The Customer agrees to pay any stamp duty assessed on this document.
- c) The Customer must advise the Supplier in writing of any changes in its business structure as shown in this application within two (2) business days of such change occurring. The person or entity, shown in the Supplier's records as the Customer, remains liable to the Supplier for Goods supplied until the Supplier has accepted a fresh credit application from the person or entity operating the new business structure.

If you fail to observe any of the above terms, or you have made a misrepresentation to the Supplier or given information, which is untrue, credit facilities may be withdrawn and all charges made to your account will be due immediately.

#### 2. OVERDUE ACCOUNTS

- a) Any amount not paid by the due date will, at the discretion of the Supplier, be subject to interest charged at 1.5% above the overdraft rate applicable to amounts in excess of \$100,000, as charged by the National Australia Bank Limited and calculated on monthly balances. The parties agree that this amount is a genuine pre-estimated of the Supplier's damages and is not a penalty.
- b) The Customer agrees to pay all the Supplier's reasonable costs & expenses, legal costs and any expenses incurred by the Supplier in connection with the recovery of amounts overdue.
- c) The Customer grants to the Supplier an express legal and equitable charge over the customer's freehold or leasehold property for the amounts due on overdue accounts. The Customer agrees to deliver to the Supplier, within seven (7) days of demand, a property executed Memorandum of Mortgage in a form approved by the Supplier and which includes a covenant providing that interest may be charged on all outstanding monies at rates set from time to time by Section 94 of the Supreme Court Act 1970 (NSW), and otherwise in accordance with Memorandum Q86000, registered at the office of the Register General in Sydney.
- d) The Company and/or individual person(s) referred to in Section (1), (2) and/or (3) of this application hereby Charge all their Right, Title, Interest (if any) in the property or properties referred to in Section (1), (2) and (3) of this application and also any property or properties that they own currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of Good Food Distributors Pty Ltd with the due and punctual observance and performance of all the obligations of the Buyer. Such person(s) acknowledge that Good Food Distributors Pty Ltd, may at its discretion register and lodge a Caveat(s) on such property or properties in respect of the interests conferred on it under this clause. Such registration of a Caveat by Good Food Distributors Pty Ltd over the Customer(s) property or properties shall not be challenged by the Buyer in any way whatsoever, and the Buyer agrees not to take any steps in filing a "Lapsing Notice" via the Land Titles Office to have the Caveat removed, until such time the Buyer has paid all monies owing by it to Good Food Distributors Pty Ltd as claimed from time to time.
- e) Credit card payments incur a 1.5% surcharge.

#### 3. TERMS AND CONDITIONS

Goods will be supplied on the Supplier's then current terms and conditions of sale as detailed on the invoice or docket for Goods supplied with any alterations as may be notified to the Customer at point of sale.

The Credit allowed under this application is limited to the higher of the amount advised by the Supplier for the amount of credit extended.

#### 4. TITLE OF GOODS

Unless the Supplier specifies otherwise in writing, all Goods sold to the Customer will remain the property of the Supplier until the full purchase price is paid to the Supplier. Ownership of the goods by the Supplier is not affected by delivery. The Supplier will have the right to retake possession of Goods, which have not been paid for, in accordance with the Suppliers terms of payment. The Customer gives the Supplier and its employees and agents for the time being the express right to enter upon the customer's premises on reasonable notice to the Customer for the purpose of recovery of the Supplier's goods. If prior to the transfer of title, the Customer sells the Goods or uses the Goods in some process of its own or of a third party, then the Customer will hold the proceeds of such sale or process, as relates to the Goods in trust, for the Supplier.

#### 5. PRIVACY DISCLOSURE AND CONSENT

I consent to and authorise the Supplier:

- a) to obtain information about my personal or commercial credit worthiness from my bank or any trade referee disclosed in this document and any other credit provider and credit reporting agency for the purpose of assessing the application for credit, or in connection with any guarantee.
- b) to use, disclose or exchange with other credit providers information about my personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor any person signing), monitor credit worthiness and collect overdue accounts.
- c) To disclose the contents of a credit report by a credit reporting agency to the Supplier's solicitors or mercantile agents. The Supplier is bound by and complies with the National Privacy Principles in relation to the collection and disclosure of information regarding individuals.

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**ACCOUNT APPLICATION**

**Applicants Signature/s:**

Application is hereby made for a credit account. I agree to be bound by the terms and conditions, I consent to the terms under the privacy Act 1988, as detailed in clause 5 of the terms and conditions attached. I acknowledge that if I fail to comply with the trading terms supply may be suspended until such time my account is brought back into line with the trading terms.

**All Directors, Sole Traders and Business Partners to sign:**

1 Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

2 Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

3 Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Credit Limit Required: \$ \_\_\_\_\_

How will account be paid? (Please circle preferred method): Direct Deposit / Credit Card / Cash / Cheque

**WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.**

**TERMS AND CONDITIONS ARE ON THE ADJOINING PAGE.**

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# CONFIDENTIAL PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

### IMPORTANT NOTICE:

As part of your application for credit, this **Personal Guarantee and Indemnity Agreement** must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).

**Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses**

To: Good Food Distributors (Good Food Distributors Pty Ltd) and to each related body corporate of Good Food Distributors Pty Ltd or its assigns here known as the "Supplier"

I the undersigned have requested the Supplier to

Supply \_\_\_\_\_ Trading As \_\_\_\_\_  
Business or Company Name Trading Name and/ or Trust Name

Of \_\_\_\_\_  
Address of Business or Company

with Goods on Credit. Should the Supplier elect to do so then:

1. I will indemnify the Supplier against any losses, costs, charges and expenses of any nature, which it might incur as a result of any default by the Customer or arising under this Guarantee. I agree that I will pay any stamp duty assessed on this Guarantee.
2. I will also be responsible to the Supplier for all outstanding monies due now or at any time in the future for Goods supplied by the Supplier to the Customer from time to time.
3. Both my Indemnity and my Guarantee are continuing security and will not be affected (whether or not I have notice of the following matters).
  - a) If the Supplier:
    - (1) grants any extension of time or other indulgence to the Customer
    - (2) refuses further credit to the Customer
    - (3) Varies the terms of the Customer's account, or the arrangement between the Supplier and the Customer are changed in any other way (even if this increases my liability under this Guarantee and Indemnity).
  - b) By the release of any of the Guarantors or if this Guarantee is enforceable against any one or more of the Guarantors.
  - c) If any payment by the Customer is later avoided by law.
4. I agree that each application for credit made by the Customer to any related body corporate of the Supplier is deemed to have been accepted from the date of the first invoice to the Customer; and without further notice to me, this Guarantee extends to all liabilities from the Customer to that related body corporate.
5. The Guarantee and Indemnity extends to credit given to the Customer in the future by a corporate which is not now, but at the time that such credit is extended, has become a related body corporate of the Supplier and may in such case be enforced by the Supplier.
6. This Guarantee may be withdrawn by the Guarantor, only at the expiry of fourteen (14) days from the day on which written notice of withdrawal is actually received at the Supplier's registered office by Good Food Distributors Pty Ltd principle legal officer or regional credit manager, but will continue in force in respect of all debt incurred up to the date of withdrawal.
7. I agree that before providing credit to the Customer, the Supplier may seek from a credit agency a credit report containing personal information about me to assist in deciding whether to accept me as Guarantor for the Customer.
8. In this Guarantee:

"Goods" includes services and "Supplier" means Good Food Distributors Pty Ltd and each related body corporate of Good Food Distributors Pty Ltd and its assigns from whom Goods are purchased. Singular words include the plural and vice versa. Where there is more than one Guarantor, they will be bound jointly and severally.

"Related body corporate" has the same meaning as that given to the expression in the Corporations Act 2001. "Guarantee" means this Personal Guarantee and Indemnity Agreement. "Property" means all property owned by the Guarantor now or in the future, solely or jointly.
9. The Guarantor hereby agrees to charge all the equitable interest in freehold or leasehold property. The Guarantor agrees to deliver to the Supplier, within seven (7) days of demand, a properly executed Memorandum of Mortgage in a form approved by the Supplier and which includes a covenant providing that interest may be charged on all outstanding monies at rates set from time to time by Section 94 of the Supreme Court Act 1970 (NSW), and otherwise in accordance with Memorandum Q860000, registered at the office of the Registrar General in Sydney.

If the charge created by this clause is or becomes void or unenforceable, it may be severed from this agreement without any effect on its validity; and the Guarantor will not be exonerated in whole or part. Nor will the Supplier's rights, remedies or recourse against the Guarantor or any other Guarantor in any way be prejudiced or adversely affected by such a severance.

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**CONFIDENTIAL**  
**PERSONAL GUARANTEE AND INDEMNITY AGREEMENT (Cont.)**

**CERTIFICATE OF GUARANTEE  
EXECUTED AS A DEED**

**Agreement to Terms of the Personal Guarantee and Indemnity**

By signing as Guarantor, in the presence of a Witness, I certify that I have read the terms of the Personal Guarantee and Indemnity Agreement and understand its terms and that it is an important legal document. In particular, I understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me personally. In this case the Supplier, may amongst other recovery rights, take charge over any real property that I have a legal or equitable interest in. Further, I have read and consent to the terms under the Privacy Act 1988, as detailed in Clause 5 of the Credit Application Terms and Conditions. I certify that prior to the execution of the Personal Guarantee and Indemnity Agreement, I have had the opportunity of taking independent legal advice regarding its meaning and effect.

**Signing of Personal Guarantee and Indemnity – All Directors, Sole Traders, Business Partners and any other Guarantors**

All Directors, Sole Traders and Business Partners and any other Guarantee complete and sign below as Guarantors in the presence of Independent Witnesses (not Spouses or Family Members). **Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantor in the presence of Independent Witnesses.**

**ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW**

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Print Residential Address of Guarantor

\_\_\_\_\_  
Print Residential Address of Guarantor

In the presence of:

In the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Print Residential Address of Witness

\_\_\_\_\_  
Print Residential Address of Witness

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

**WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.**