



OFFICE USE ONLY

Account Open:
 Sales Rep:
 Trading As:.....
 Customer No.....

CUSTOMER APPLICATION

Trading Terms: **COD** **7 DAYS**

(Information provided to us is treated **CONFIDENTIAL**)

This is an application for credit to be provided by **CITY FINE FOOD SERVICES PTY LTD** in conjunction with such supplies of goods may from time to time approve, subject to terms and condition which regulate such supply ("Terms & Conditions of Sale"). This application for credit must be completed in full for the application to be considered.

✓ **TYPE OF BUSINESS – Please Tick**

Registered Company <input type="checkbox"/>	Partnership <input type="checkbox"/>
Government <input type="checkbox"/>	Club/Charity <input type="checkbox"/>
Trust <input type="checkbox"/>	Sole Trader <input type="checkbox"/>
Other <input type="checkbox"/>	

Registered Name: _____ ("Customer")

Trading Name _____

Date of Incorporation: _____ State of Incorporation: _____

A.C.N. _____ A.B.N. _____

Postal Address: _____

Delivery Address: _____ Postcode: _____

Estimated Monthly Purchase: \$ _____ Credit Limit Required: \$ _____ Subject to Approval

Telephone No: _____ Mobile No: _____

Email: _____

Bank: _____ Branch: _____

Account Name: _____ BSB No: _____ Account No.: _____

Company Directors/Partners/Proprietor of your Business

✓ (Please Tick) Details of Directors [] Partners [] Proprietors []

1. Surname _____ Given Names: _____

Residential Address: _____ State: _____ Postcode: _____

Telephone No.: _____ Date of Birth _____ Drivers Licence No: _____

2. Surname: _____ Given Names: _____

Residential Address: _____ State _____ Postcode _____

Telephone No.: _____ Date of Birth _____ Drivers Licence No: _____

Have you or any of your directors/ partners / proprietors ever been registered under any part of the Bankruptcy Act. Been under any special financial arrangements or had legal proceedings commenced against you or payment of debts?

Trade References (Major Suppliers)

Supplier Name	Contact Name
Years of Trading	Type of Goods Purchased
Telephone No	Email

Supplier Name	Contact Name
Years of Trading	Type of Goods Purchased
Telephone No	Email

Declaration

I /we expressly represent to City Fine Food Services Pty Ltd that I am/we are authorised to sign this Application for an account of behalf of "the Customer". I/We declare that the information in this Application is true and correct to the best of my/our knowledge. "The Customer" acknowledges that the Terms and Conditions (which include a retention of title provision) overleaf govern the account including the Privacy Statement. "The Customer" acknowledges that first use by "The Customer" of the account will constitute its acceptance of any agreement to those Terms and Conditions. I/We declare that this account is wholly for business purposes.

I/We have read and agree to the collection, uses and disclosures of information me/us, "The Customer" and other persons, as set out in the Terms and Conditions that appear on this Application.

Name in Block Letters: _____ Position: _____

Signature: _____ Date: _____

Contact Details

POSITION IN BUSINESS	FIRST NAME	SURNAME	CONTACT NO.	MOBILE	EMAIL
Chef					
Manager					
Accounts					

Your Trading Hours please tick

MONDAY	<input type="checkbox"/>	TUESDAY	<input type="checkbox"/>	WEDNESDAY	<input type="checkbox"/>	THURSDAY	<input type="checkbox"/>	FRIDAY	<input type="checkbox"/>	SATURDAY	<input type="checkbox"/>
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Special Delivery Instructions;

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GUARANTEE

In consideration of you having at my request agreed to supply and / or continue to supply to

(Your Name)
Company Name /Trading As.....
(herein called "the debtor")

With goods and/or services from time to time I HEREBY JOINTLY AND SEVERALLY agree with you as follows:

1. To guarantee to you the payment by the debtor for all goods and/or services as you may have hitherto supplied or as you may hereafter supply from time to time at his request and notwithstanding that I shall not have notice of any neglect or omission on the debtor's part to pay for such goods and/or services according to the terms agreed on between you and him.
2. This guarantee shall be a continuing guarantee to you for the whole of the debtor's indebtedness or liability to you in respect of goods and/or services supplied or to be supplied to the debtor as aforesaid or upon any other account howsoever arising.
3. You shall be at liberty without discharging me from liability hereunder to grant time or other indulgence to the debtor in respect of goods and/or services supplied by you to the debtor as aforesaid and accept payment from the debtor in cash or by means of negotiable instruments and to treat the debtor in all respects as though were jointly liable with him as debtors to you instead of being merely sureties for the debtor and in order to give full effect to the provisions of this guarantee I HEREBY WAIVE and each of us HEREBY WAIVE all rights inconsistent with such provision and which we might otherwise as sureties be entitled to claim and enforce.
4. You may at anytime or times at your discretion and without giving any notice whatsoever to me refuse further credit or supplies of goods and /or services to the debtor and grant to the debtor of to any drawers acceptors or endorsers of Bills of Exchange promissory notes or other securities received by you from the debtor or which the debtor may be liable to you at any time or other indulgences and compound with the debtor or them respectively without discharging or impairing my liability under this guarantee.
5. This guarantee shall be enforceable against me jointly and each of us severally notwithstanding that are negotiable or other securities referred to herein or to which it shall relate or be applicable shall at the time of proceedings being taken against us or either of us by this guarantee be outstanding in circulation, and to secure payment to you of any amounts outstanding I charge all my property both real and personal with the amount of my indebtedness until discharged, and it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person the same, in fact be valid and effectual instrument of guarantee binding against such person or persons as shall execute the same for with upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
6. This guarantee shall remain in force as to future transactions until determined by one calendar month's notice in writing given by me (or in the case of death by my personal representative) which shall be left personally with the Company Secretary of (Creditor) at its registered office in the State of New South Wales..
7. Where herein words importing the singular number of plural number shall include the plural number singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.
8. We understand that the trading terms are strictly 7 days from invoice date and we undertake to pay all accounts according to those terms, realising that failure to do so will automatically suspend the account until brought into the current trading terms.
9. We agree to abide by the conditions of sales as outlined herein.

Dated this.....day of.....20.....

.....
Signature or Guarantor

.....
Signature of Guarantor

.....
Print name in BLOCK CAPITALS

.....
Print name in BLOCK CAPITALS

.....
Witness name in BLOCK CAPITALS

.....
Witness Signature in BLOCK CAPITALS

TERMS AND CONDITIONS

These are the terms and conditions on which City Fine Food Services ("we" or "us" or "our") is willing to trade with you. These terms and conditions apply to each order you place with us. Any variation to these terms and conditions must be in writing and signed by an authorised officer of City Fine Food Services.

1. Price and Description

The price and description of the product you may offer to purchase from us ("our product") is described in our price list. All prices are expressed in Australian Dollars. We may change the price list at any time without prior notice. Any description of our product is given by way of identification only and the use of the description does not constitute a sale by description.

2. Payment

If you have a pre-approved credit account with us, our terms are strictly from the date of invoice, time being of the essence.

Payments are to be made directly to the company, strictly net, without any deduction or discount (unless a credit note has been issued). Payments are too made according to the credit terms agreed by the company. Where payments are made using specifically credit cards, the company is entitled to claim credit card merchant fees from the customer.

If you do not have a pre-approved account limit, payment in advance or at time of delivery, by cash or cheque is required.

These terms of payment also apply to any work we perform or service we provided to you on request which is separate from your purchase of product.

3.Account Limit

Normally, we allow you to purchase and continue to purchase our product as long as the total of your account does not exceed your trading terms or set account limit and you have provided us with three satisfactory written trade references and or a satisfactory trade or status report from credit rating agency acceptable to us.

We may require fresh references/report from time to time and additional information if you apply to increase your account limit.

If we perform work or provide a service to you separate from your purchase of product, our fee for providing such work or service is added to your account.

You agree that you will, if we request, also provide us further supporting documentation which may include (but is not limited to) any or all of the following:

- .evidence that you have been incorporated for at least 12 months; and
- .a copy of your audited Financial Statements (which must not be more than 12 months old).

In no circumstances are we obliged to accept any application for an increase in the limit of your account and we are not obliged to give you reasons for our decision.

If any account is not settled within our trading terms, you agree that, in addition to any other right we may have, we may suspend all sales and delivery of our product to you or close your account with us.

Your acknowledge that we may decline your application to purchase our products if we are advised by our insurers that they will not grant us appropriate cover in relation to you.

4. Government Charges

The prices of our products listed in our price list are exclusive of GST and GST is added where applicable. We will provide you with a tax invoice.

5. Delivery

Delivery takes place at the time our product passes into your or your agent's exclusive physical control or when ownership of our products has passed to you, whichever is earlier.

Any date for delivery of our product indicated by us is an estimated date for delivery only. We will make all reasonable efforts to have the product delivered to you on the date agreed but we are under no liability for any loss or damage, however, it arises, if the product is not delivered by that date.

We reserve the right to deliver any products you order from us by instalment and each instalment is sold to you under a separate contract between you and us. Failure by us to deliver any instalment will not entitle you to cancel the balance of your order. In the event you are in default these terms and conditions in respect of any instalment, we may elect to treat your default as a breach in respect of each other instalment.

6. Risk

At all times from the date of delivery, our product is at your risk of loss or damage and you are responsible for its safe custody. It is up to you to arrange your own insurance.

7. Ownership

You do not own any of our products in your possession until our entire product you have purchased from us at any time and all other amounts owing by you to us on any account have been paid for in full. Until you have given us full payment, you promise to store and deal with our product in a way that it is clearly identifiable as ours. You grant us an irrevocable licence to enter your premises on any business day to inspect our product in your possession and your books or records regarding our product. If you wish, you may promote and on-sell our product in the

ordinary course of business even if ownership of our product has not passed to you. You will hold the proceeds of sale in trust and not by way of security, for and as agent for us in a separate account, you will pay the proceeds to us as soon as you receive them and we have the right to trace and claim such proceeds. You have no rights to bind us to any liability to any third party by contract or otherwise.

8. Assignment

You must not assign any rights or benefits under these terms and conditions unless you have obtained our prior written consent. Any assignment by you without our consent shall entitle us to avoid any liability we may have to you under these terms and conditions.

9. Recovery

If at any time you owe us money on any account in excess of our trading terms then in addition to any other rights we have you agree we may enter any premises owned, possessed or controlled by you where our product is stored and remove our product and re-sell all or any of them. We are not liable to you if we take such action.

10. Claims

When we deliver our product to you, you must inspect it immediately. You must report to us any damage or incorrect stock supply within 2 days of delivery otherwise we may refuse any claim you make. If our product is damaged when we deliver it to you we may accept its return and replace it with an equivalent product or credit you with the price paid, at our option. In all circumstances our product must be in its original packaging and proof of purchase must be supplied. If you have a dispute with us, you must notify our credit department in writing of your dispute prior to the due date of your payment for our product. You agree that you shall make no claim against us for any delay in delivery or any product delivered to you damaged as a direct or indirect result of events beyond our control.

11.Overdue Accounts

Any account which is not settled within 30 days from the date of invoice will attract interest at the rate of interest (however described) equivalent to 2% per month. If the arrangements provided under this clause would otherwise constitute a credit contract as defined in the Consumer Credit Code the time for payment of any overdue account is limited to a total period not more than 62 days from the date of invoice. Nothing in this clause imposes an obligation on us to extend our payment term to you for any period at all and we will not dispatch any products nor accept any further orders you place with us if your account is outstanding beyond 45 days from the date of invoice. You agree that any discounts, rebates or other concessions are lost if payment is not made in time. If you are in breach of any of our terms and conditions you agree that you are also responsible for all of our expenses of any kind including our legal costs on a solicitor client basis and any commission or other expenses incurred by any debt collection agency we retain to recover the monies you owe us.

We may commence legal proceedings against you for the recovery of any account which is overdue by 75 days or more from the date of invoice and lodge your details with a Credit Reporting Agency.

12.Replacement or Money Back

To the full extent of the law all warranties are excluded. Refunds do not apply if the product has received maltreatment, inattention or interference of the product has not been used in accordance with any performance ratings and product safety instructions. All claims between you and us including all purchase orders must be in writing (which includes by e-mail). Our liability for any claim is limited to a refund of the purchase price actually paid, the replacement of the damaged product or the supply of equivalent product at our absolute discretion. In no circumstance are we liable for special circumstances, indirect or consequential loss, even if you advise us of any special circumstances.

13.Priority

These terms and conditions override your terms and conditions. To the extent of any discrepancy between these terms and conditions any third party (including your own) terms and conditions these terms and conditions prevail.

14.Orders

Unless we agree special arrangements, such as an authorisation code, we assume any order received from anyone in your employ has been placed with your authority and is binding on you.

No quote is binding on us unless we have prepared and accepted a written confirmation of order.

15.Your Relationship with Us

Nothing in these terms and conditions creates any relationship of employment, agency or partnership between you and us.

16. Intellectual Property

These terms and conditions do not give you any intellectual property rights in our product. Your details and information that you provide us about yourself may be retained by us on our database in the conduct of our business, subject to privacy and other relevant laws.

We are not liable for any infringement or unauthorised use of any intellectual property rights arising from these terms and conditions. If any dispute or claim is made in respect of any infringement or unauthorised use of intellectual property we may terminate these terms and conditions by notice to you and without liability to you or any other person.

In these terms and conditions, intellectual property includes the full benefit of any rights in any copyright, trademark, registered design, patent, trade and business names, inventions, know-how, improvements, discoveries, confidential processes and information and includes without limitation artistic works, images designs, motifs and photographs and any adaptation or concept relating to it.

17. Governing law

These terms and conditions are governed by the laws of New South Wales, Australia, and you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

18. Whole Agreement

These terms and conditions form the entire agreement on which we are willing to trade with you and all or any previous agreements or understandings we may have had with you are superseded by these terms and conditions. We may alter these terms and conditions at any time upon one month's written notice. All transactions after the date specified in such notice will be subject to the altered terms and conditions. If you continue to trade with us after the date such alterations become effective you will be deemed to have agreed to the altered terms and conditions.

19. Your Obligations

You acknowledge that:

- . you are not associated or related body corporate or related party or related entity of ours (as such terms are defined in the Corporations Act 2001); and if, at any time;
- . you are unable to pay your accounts as they fall due for payment;
- . a cheque or bill of exchange received from you is dishonoured;
- . you are or become insolvent or you have an administrator appointed; or
- . your account is overdue and is not settled within our trading terms,

You agree that;

- . you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a weekly basis until such notifiable event no longer exists;
- . we have no obligation and will cease to deliver to you and product you have purchased while a notifiable event exists
- . we may close your account with us;
- . we may request payment in advance for all products you have ordered from us; and
- . we have no obligation to respond to any offer you make to purchase any of our product while a notifiable event exists.

For the purpose of these terms and conditions, you are insolvent if;

- . a receiver or receiver and manager or an agent for a mortgagee in possession has been appointed over all of your assets and undertakings.
- . you have passed an effective resolution for your voluntary winding-up;
- . an order has been made by a Court of competent jurisdiction for you to be wound up;
- . a compromise arrangement (excluding a voluntary administration) has been made legally binding on you or your creditors;
- . you have entered into a composition, deed or assignment or deed of arrangement under Part X of the Bankruptcy Act (or equivalent) with your creditors; or
- . a legally binding sequestration order has been made against your estate.

20. Severance

If any of these terms and conditions is determined invalid, unlawful or unenforceable to any extent such term or condition shall be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

21. Sale of Business

Upon sale or cessation of your business you must notify us immediately. Your account needs to settle prior to your hand over/cessation and your account must be settled in full. You will be held responsible for any future purchases under your Company/Trading Name if we are not notified.

22. Interpretation

In these terms and conditions unless otherwise indicated by the context; (i) reference to a party to a document includes that party's successors and permitted assigns; (ii) "including" and other similar words are not words of limitation; (iii) an agreement, deed, covenant, representation or warranty on the part of two or more persons binds them jointly and severally; and (iv) general words following words describing a particular class or category are not restricted to that class or category.

PRIVACY STATEMENT

We respect your privacy and we are committed to the protection of personal information.

We collect personal information to assist us in the providing you with services as well as information on either products or services offered by us.

We collect personal information from you in a number of ways including:

- . directly from you, such as when you apply for credit, place and order, become involved in any of our promotional activities, enter your personal details on our websites (for example during registration or application for products and services), when you provide information by phone or in documents such as an application form;
- . from our affiliated companies;
- . from your representatives;
- . from publicly available sources of information;
- . from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness, credit rating, credit provision and financing;
- . from our won records of your dealings with us; or
- . when legally required to do so.

Your details including your purchases will be added to our database, and will be used by us:

- .to identify you;
- .in providing services to you including but not limited to the processing of the s Application and the giving of credit to you and the administration and management of those services;
- .to provide you with information on either products and services offered by us;
- .in undertaking risk assessment and management; and
- .in gathering data and disclosing data to third parties such as:

- insurance brokers and insurers;
- credit reporting agencies;
- financial institutions including our own bankers;
- services providers; and
- industry groups having a legitimate reason to receive such information, as necessary from time to time for our organisation's functions.

We do not provide any personal information provided by you to any third parties other than to our affiliated companies or where required by law or as set out in the Privacy Statement. We will not sell, trade or rent your personal information to others. We may provide aggregate statistics on our customers to third parties such as advertisers, but these statistics will include no personally identifying information.

We co-operate with the law enforcement agencies as required by law.

All reasonable steps are taken to correct the information we hold where that information is not accurate, up-to-date and complete.

All reasonable steps are taken to ensure that all information is treated confidentially, kept secure and protected against unauthorised use and is maintained only for the purpose for which it is intended.

You have the rights given by the Privacy Act 1988 as amended.

You have the right to access your personal information and requests for information about our Privacy Statement are welcomed.

CREDIT CARD AUTHORISATION FORM

ALL INFORMATION ENTERED ON THIS FORM WILL BE KEPT STRICTLY CONFIDENTIAL

CUSTOMER'S INFORMATION

First Name and Surname: _____

Company Name: _____

Street: _____ City: _____

Postcode: _____ State: _____

Telephone: _____ Mobile: _____

Email: _____

CREDIT CARD INFORMATION

Visa:

MasterCard

American Express

Cardholder Name: _____
(EXACTLY HOW IT APPEARS ON THE CARD)

Credit Card No:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiry:

--	--

 /

--	--

CCV:

--	--	--

(C CV IS THE LAST 3 DIGITS IF NUMBERS PRINTED, IN THE SIGNATURE FIELD ON THE REVERSE SIDE OF THE CARD)

By signing below, I declare that the information given on this form is true and correct. I agree and am aware that City Fine Food Services Pty Ltd has the authority to charge my above credit card for the relevant charges incurred, including 1.5% credit card fee.

Signature: _____ Date: / /