

BUSINESS CREDIT APPLICATION AND GUARANTEE

JJ Wine Merchants
 18 Kipara Street, Pymble, NSW 2073
 Email: accounts@worldwineestates.com.au
 Phone: 02 9380 8808

1. APPLICANT'S DETAILS

Trading/Business Name:		
A.B.N.	Date Commenced Trading:	
Ownership: <input type="checkbox"/> Pty Ltd <input type="checkbox"/> Public Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Club/Association		
If subsidiary, Name of parent company:		Liquor License:
Delivery Address:		
Suburb:	State:	Postcode:
Delivery Instructions:		
Postal Address (if different from above):		
Suburb:	State:	Postcode:

2. CONTACT DETAILS

Purchasing Contact:	Business Phone:
Accounts Payable Contact:	Accounts Phone:
Accounts Email:	

3. TRADE REFERENCES

1. Business Name:	
Address:	
Phone:	Email:
2. Business Name:	
Address:	
Phone:	Email:
3. Business Name:	
Address:	
Phone:	Email:

4. LITIGATION

In Business Since:		
Has the Applicant, or any Partner of the Applicant, been insolvent or bankrupt?		
If yes, when?	Total amount of indebtedness? \$	Has the debt been satisfied?
Has there been any litigation commenced, or is there any litigation pending against the Applicant or its directors at this time? If yes, please provide explanation on separate sheet.		

4. TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions (as varied in writing from time to time by the Company) will apply to every order made by or on behalf of the Applicant for the purchase of Goods from the Company, and can only be varied by the Company in writing.
2. The Applicant shall pay the price for the Goods, as indicated on the invoice for the Goods, and all Goods & Services Tax (GST) payable on the purchase, before the expiration of 14 days from the end of the month in which the Goods are delivered. The prices payable for any order shall be the prices set by the company for the Goods at the time of order, and may be altered by the Company without notice.
3. The Goods shall be deemed delivered to the Applicant once they are received and signed for at the time of delivery, upon which the risk in the Goods shall immediately pass to the Applicant and the Applicant shall be solely responsible for insuring the Goods.
4. Any delivery times indicated are estimates only, and the Company will not be responsible for any liability for delay in delivery of the Goods.
5. The Applicant shall not return the Goods to the Company unless authorised by the Company and the Goods are returned in their original packaging in pristine condition together with documentation showing the invoice number, the reason for return and a copy of the authorisation. The acceptance of return of Goods or the authorisation of return of Goods by the Company shall not constitute a waiver of or affect any rights and remedies that the Company may have in relation to the Goods.
6. If any monies due to the Company are outstanding then without derogating from any other rights the Company may have: the Company may without notice suspend or cancel delivery of any Goods, and vary or revoke the terms of the Applicant’s credit; all orders shall immediately become due and payable to the Company notwithstanding any extended terms agreed to by the Company; and the Company may continue to enforce its rights and recover from the Applicant such payments and any other amounts owing as and when they fall due. Any leniency, indulgence or extension of time which may be granted by the Company to the Applicant shall not prejudice any of the Company’s rights in any way, nor will they constitute a waiver of any of the Company’s rights or these Conditions.
7. The Applicant charges in favour of the Company all of its legal and equitable rights, title and interest held in any real property now and in the future, to secure payment of all monies and liabilities which are now or which may in the future be actually or contingently due and/or payable by the Applicant to the Company for any reason and on any account whatsoever.
8. These Conditions constitute the entire agreement between the parties and to the fullest extent permitted by law any other terms, representations, conditions and warranties are expressly excluded. To the fullest extent permitted by law, the Company’s liability is limited to the cost of replacing the Goods or the cost of obtaining the equivalent Goods, whichever is the lowest amount.
9. If any terms in these Conditions, or parts thereof, shall for any reason be declared void or become unenforceable, invalid or illegal for any reason, the other terms and provisions of these Conditions shall remain in full force and effect as if these Conditions never included the unenforceable, invalid or illegal terms of parts thereof.
10. All purchases of Goods by the Applicant from the Company shall deemed made in New South Wales, and shall be governed in accordance with the law of New South Wales. The parties hereby submit to the jurisdiction of the Courts of New South Wales.
11. In these Conditions, unless the context otherwise indicates: (a) a reference to a person includes a partnership and a body, whether corporate or otherwise, and vice versa; where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; words importing the singular number or plural number include the plural number and singular number respectively; reference to a gender includes the other genders; (b) if there is any inconsistency, ambiguity or conflict between these Conditions and any other document provided by the Company (save for express variations or replacements to these Conditions) then these Conditions will prevail; (c) “Terms”, “Conditions” and “Terms and Conditions” mean these Terms and Conditions of Sale; (d) “Company” means the J.J. Wine Merchants Pty Ltd ABN 77 117 401 420 trading as “J.J. Wine Merchants “ and “World Wine Estates”; (e) the “Applicant” means person, company or proprietor described in the section of the Credit Application under the heading “Applicant’s Details”; (f) “Goods” means goods offered for sale by the Company, including those purchased by the Applicant.

4. DECLARATIONS AND PRIVACY STATEMENT

I/WE ACKNOWLEDGE THAT:

1. I/We have read and understand the Terms and Conditions of Sale provided in this Credit Application.
2. Complete and truthful information has been given in this Credit Application, and that I/we are authorised to sign this Credit Application on behalf of the Applicant.
3. The Company is authorised to give and seek any information concerning the Applicant, the officers of the Applicant, guarantors of the Applicant, the Applicant’s commercial activities and the Applicant’s account, including information about the Credit Application and the Applicant’s personal credit information, identity particulars; the amount of credit sought; that the Company is a current credit provider to the Applicant; details of any overdue accounts, and advice when the Company is no longer a current credit provider to the Applicant (“The Information”).
4. The Information may be given to or sought from credit reporting agencies, other credit providers, the Applicant’s guarantors, the Company’s Solicitors or a collection agency, and third parties. The Information may be used and disclosed by the Company to assess or reassess at a later stage the Applicant’s application for credit, to assist in collection of any amounts overdue by the Applicant, and to assist other credit providers in assessing an application for credit or is collection of amounts overdue to them.

I/WE REQUEST THAT THE COMPANY, AT ITS TOTAL AND ABSOLUTE DISCRETION, AND IN CONSIDERATION OF THE GUARANTEE PROVIDED HEREIN, SUPPLY THE APPLICANT WITH GOODS ON CREDIT, ON THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS OF SALE”):

Owner/Partner/Director:	
Home Address:	
Date:	Signature:
Owner/Partner/Director:	
Date:	
Date:	Signature:
Owner/Partner/Director:	
Date:	
Date:	Signature:

6. GUARANTEE AND INDEMNITY

IN CONSIDERATION OF THE COMPANY AT ITS ABSOLUTE DISCRETION SUPPLYING GOODS TO THE APPLICANT ON CREDIT FROM TIME TO TIME, THE GUARANTOR PROVIDES THIS GUARANTEE ON THE FOLLOWING TERMS ("THIS GUARANTEE"):

1. This Guarantee and the obligations of the Guarantor are absolute and unconditional and remain in force unless terminated in writing by the Company. The term "Guarantor" whenever used in this Guarantee, means person(s) described above under the heading "Guarantor Details", and if there is more than one Guarantor means and refers to each of them jointly and severally. The obligations and agreements on the part of the Guarantors bind all of them jointly and each of them severally, and bind their successors, executors and assigns.
2. The Guarantor unconditionally, jointly and severally guarantees to the Company the punctual payment of all monies and liabilities which are now or which may in the future be actually or contingently due and/or payable by the Applicant to the Company for any reason and on any account whatsoever (including any legal and other costs incurred by the Company in attempting to recover outstanding monies from the Applicant on an indemnity basis) and the due observance and performance by the Applicant of all the Terms and Conditions of Sale.
3. As a separate and independent obligation, the Guarantor unconditionally and irrevocably indemnifies the Company and will keep the Company indemnified against all monies which are now or which may in the future be actually or contingently due and/or payable by the Applicant to the Company for any reason and on any account whatsoever.
4. Should any monies payable by the Applicant not be recoverable for any reason, or should an obligation of the Applicant and/or the Guarantors be or become void, voidable or unenforceable or otherwise invalid, then the Guarantor shall as a sole and independent obligation indemnify the Company against all losses, costs and expenses incurred by the Company arising therefrom, and shall pay to the Company on demand the amount which the Company would otherwise have been able to recover on a full indemnity basis.
5. As between the Guarantor and the Company (but without affecting the obligations of the Applicant) the liability of the Guarantor shall be deemed to be the liability of a principal debtor and not of a surety.
6. The obligations of each Guarantor under this Guarantee are continuing principal obligations and shall not be discharged or affected by: (a) any variation to any conditions of sale agreed between the Applicant and the Company, including terms as to payment; (b) any waiver, extension of time, credit or any indulgence or other concession granted to the Applicant or to the Guarantor; (c) anything the Applicant may assert to resist making payment of any part of the Debt; (d) any increase in the amount of the liability of the Applicant to the Company; (e) any payment by or on behalf of the Applicant or a Guarantor which the Company is required to disgorge pursuant to any law relating to insolvency; (f) the death, incapacity, bankruptcy, external administration or liquidation of the Applicant or any of the other Guarantors; (g) anything done or omitted or neglected to be done by the Company in exercise or non-exercise of its authorities, powers and discretion; (h) the fact that the Guarantor has no financial, beneficial, or other interest in the business so the Applicant; or (i) any sale of the Applicant's business.
7. The Guarantor shall rank and be entitled to enforce any rights as to monies allegedly owed to them by the Applicant or the Guarantor only after all monies payable by the Applicant and the Guarantor have been paid in full to the Company or satisfied without set-off or reduction.
8. If any payment or transaction relating to the Debt is void, voidable, or unenforceable in part or whole then the liability if the Guarantor shall be the same as if the payment or transaction or part thereof had not been made.
9. If any of the obligations of any Guarantor under this guarantee is unenforceable, the balance of the Guarantor's obligations under this Guarantee shall not be effected by such unenforceability.
10. The Guarantor acknowledges that it has read and unconditionally accepts the Terms and Conditions of Sale of the Company which are included in this Credit Application and Guarantee, that they have had the opportunity to seek independent legal and financial advice in relation to this Guarantee prior to its execution, and that they are not relying on any representations or warranties made by or on behalf of the Company. In no way shall the Applicant or any of the Guarantors act as the agent of the Company in procuring the execution of this Guarantee.
11. The Guarantor charges in favour of the Company all of its legal and equitable rights, title and interest held in any real property now and in the future, to secure payment of all monies and liabilities which are now or which may in the future be actually or contingently due and/or payable by the Applicant to the Company for any reason and on any account whatsoever.

Owner/Partner/Director:	
Date:	Signature:
Owner/Partner/Director:	
Date:	Signature:
Owner/Partner/Director:	
Date:	Signature: