

# MRD<sub>home</sub>

ACN 074 986 477 - ABN 11 074 986 477  
7 McGregors Drive Keilor Park Victoria, Australia 3042  
☎ 613 + 9331 7533 Fax 613 + 9331 7534  
E-mail: accounts@mrdhome.com.au

## CREDIT APPLICATION

<b>NAME</b> ("the Applicant")		
<b>BUSINESS NAME</b> (if applicable)		
<b>ACN</b>	<b>ABN</b>	
<b>REG'D ADDRESS</b>		<b>PH NO:</b> <b>FAX NO:</b> <b>EMAIL:</b>
Post Code		
Business Type (please circle)   Sole Trader   Partnership   Company   Trust Company		
<b>NAMES OF OWNERS</b> (in the case of a Sole Trader or Partnership) <b>NAMES OF DIRECTORS</b> (in case of a Company)		
FULL NAME		HOME PH NO:
HOME ADDRESS		
FULL NAME		HOME PH NO:
HOME ADDRESS		
<b>NO OF YEARS TRADING UNDER PRESENT OWNERSHIP:</b>		
<b>ESTIMATED MONTHLY PURCHASES \$:</b>		
<b>CONTACT FOR ORDERS:</b>		
<b>CONTACT FOR ACCOUNTS:</b>		
<b>BANK NAME &amp; BRANCH:</b>		
Any special instructions (please advise if delivery, account address ,etc if different from above)		
<b>CREDIT REFERENCES</b>		
<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE &amp; FAX NOs</b>
1.		PH FAX
2.		PH FAX
3.		PH FAX

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## **CREDIT APPLICATION** **(Continued)**

### ACKNOWLEDGMENT & PERSONAL GUARANTEE

I/we consent to the information contained in this application being used by way of references and/or credit reporting during the duration of this account and my/our signature(s) acknowledges this understanding. I/we also undertake to advise of any change of ownership.

In this agreement/contract I/we acknowledge our understanding of and agree to the attached trading terms and the usual Terms and Conditions of Trade.

I/we guarantee payment of any and all accounts for goods purchased by the applicant together with any legal personal representatives of the company or out of pocket expenses associated with the collection of any outstanding monies. I/we understand this guarantee binds me/us personally.

FULL NAME .....  
Must be owner/partner/director/trustee

SIGNATURE..... DATE.....

FULL NAME .....  
Must be owner/partner/director/trustee

SIGNATURE..... DATE.....

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## TERMS

### **INITIAL TRANSACTIONS – PRO FORMA (nett) ACCOUNTS – STRICTLY 30 DAYS FROM DATE OF INVOICE**

**PLEASE ENSURE YOU READ THIS CAREFULLY AS YOUR SIGNATURE ON THE CREDIT APPLICATION RELATES TO THIS INFORMATION.**

#### **PRO FORMA ORDERS**

Pro forma orders are firm and irrevocable and must be paid within 14 days from date of invoice. Pro forma orders not paid within 14 days may be cancelled at the discretion of the supplier and in such instance will be subject to a cancellation fee together with all costs incurred in the recovery of same.

#### **RETURNS AND CREDIT**

These are only accepted if authorised by us, the supplier, or our agent, and are notified within seven (7) days of receipt of goods. Goods may only be returned by a carrier approved by us. A handling charge may apply to the returned goods.

#### **PROPERTY AND DELIVERY OF GOODS**

- MRDhome and the purchaser agree that all goods are delivered EX-WAREHOUSE and the risk passes to the purchaser ex-warehouse.
- Delivery of the goods to the purchaser's agent, carrier or representative shall constitute delivery to the purchaser.
- Property in the goods retained by MRDhome until such time as the goods the subject of this contract and all other goods supplied by the company to the purchaser have been paid for in full.
- Risk passes to the purchaser upon delivery of the goods to the purchaser
- Freight costs and in-transit insurance are the responsibility of the purchaser and are excluded from the price of the goods sold.
- MRDhome will, at the purchaser's request but not for reward, arrange freight and in-transit insurance on the purchaser's behalf.

#### **OVERDUE ACCOUNTS & DEFAULT**

Goods will not be supplied to overdue accounts until such time as the account is brought up to date. MRDhome reserves the right to charge overdue account fees, not in excess of the current bank prime interest rates. Should your account exceed our trading terms and be passed onto a collection agency, all costs including debt collection commission, solicitors' fees and any out of pocket expenses will be the liability of the customer.

#### **IMPORTANT NOTICE TO ALL APPLICANT(S) FOR CREDIT (Section 18E(8)(c) Privacy Act 1988)**

Please read carefully.

The supplier may give information about you to a credit reporting agency, but only limited kinds of information allowed by the Privacy Act 1988 (Commonwealth). This includes:

- Identity details – this only includes your name, sex, date of birth, current known address, two immediately previous address, your current or last known employer, your driver's licence no.
- The fact you have applied for credit and the amount
- The fact the supplier is a credit provider to you
- Payments overdue for at least 60 days when the supplier has taken steps to recover
- Advise that payments are no longer overdue
- Cheques drawn by you which have been dishonoured more than once
- The opinion of the supplier that you have committed a serious credit infringement
- When the credit provided to you has been discharged.

#### **STATEMENT BY APPLICANT(S) FOR CREDIT**

Giving information to a Credit Reporting Agency (Section 18E(1)(b) Privacy Act 1988).

The supplier has informed me that it may give certain personal information about me to a credit reporting agency.

Exchanging information with Other Credit Providers (Section 18N(1)(b) Privacy Act 1988)

I/we agree to the supplier checking personal information about me with any credit provider named in my credit application, and with other credit providers that may be named in a credit application, and with other credit providers that may be named in a credit report issued by a credit reporting agency for any of the following purposes:

- To assess my credit worthiness
- To assess an application by me for credit
- To help me avoid defaulting on my credit obligations and
- To notify a default by me
- I understand that this information about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give to or receive from each other under the Privacy Act 1988.

I agree that the supplier may disclose a credit report or any personal information derived from it to another credit provider, for any of the purposes mentioned above.

#### **Access to Commercial Credit Information (Section 18L(4))**

In order to assess my application for credit, I consent to the supplier obtaining a credit containing information about my commercial activities and commercial credit worthiness, from a business which provides information about the commercial credit worthiness of persons.

Access to Consumer Credit Information for a Commercial Credit Application (Section 18K(1)(b) Privacy Act 1988)

I consent to the supplier, in order to assess my application for credit, obtaining from credit reporting agency a credit report about me containing consumer credit information AND I further consent to the Australian Gift & Homewares Association Inc. giving the credit report to the supplier.