

# Torres Strait Trawling Company Pty Ltd

3 Payne Street Innisfail QLD 4860

Phone 07 4061 1010

Email [admin@torresseafreight.com.au](mailto:admin@torresseafreight.com.au)

## 14 Day Account Application

To the Director of Torres Strait Trawling Company Pty Ltd, this is an application for the set up of a **14 day term** credit facility with Torres Strait Trawling Company Pty Ltd ABN 11 100 255 043.

**14 Day Terms means: Payment is due strictly 14 days from invoice date.**

### CONTACT INFORMATION

Contact Name:

\*Company Name:

ABN:

ACN:

Private Company (Pty Ltd)  Public Company  Partnership  Sole Trader  Individual

Phone:

Fax:

Email Address:

\*Registered Company Address:

City:

State:

Postcode:

\*Year Business Commenced:

### CREDIT INFORMATION

Full name Accounts payable contact:

Accounts Address:

City:

State:

Postcode:

Phone:

Fax:

E-mail:

Bank Name:

Bank Address:

City:

State:

Postcode:

BSB:

Account Number:

\*Full name of Owner/ Proprietors/Director 1.:

Address:

City:

State:

Postcode:

Phone:

Fax:

E-mail:

D.O.B:

Licence Number:

\*Full name of Owner/ Proprietors/Director 2.:

Address:

City:

State:

Postcode:

Phone:

Fax:

E-mail:

D.O.B:

Licence Number:

BUSINESS/TRADE REFERENCES			
1. Company Name:			
Address:			
City:		State:	Postcode:
Phone:	Fax:	E-mail:	
2. Company Name:			
Address:			
City:		State:	Postcode:
Phone:	Fax:	E-mail:	
3. Company Name:			
Address:			
City:		State:	Postcode:
Phone:	Fax:	E-mail:	
Will you be using Electronic Funds Transfer (EFT)?			
Estimated Purchases per Month	\$		
Credit Facility Required	\$		
I / WE DECLARE THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE			
SIGNATURES			
Signed: _____		Signed: _____	
Name: _____		Name: _____	
Title: _____		Title: _____	
Date _____		Date _____	

\*Information not required for account holders that are not a business entity.

### TERMS AND CONDITIONS OF CREDIT ACCOMMODATION (14 DAY TERMS)

I/WE AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN RELATION TO THE ACCOMMODATION OF CREDIT BY  
Torres Strait Trawling Company Pty Ltd ABN 11 100 255 043.

1. Upon the acceptance of these terms and conditions you agree to pay for all Goods and/or Services within 14 days of invoice date and any variation to this payment term must be agreed in writing by Torres Strait Trawling Company Pty Ltd ABN 11 100 255 043.
2. That Torres Strait Trawling Company Pty Ltd may in the event that the conditions in clause 1 are not complied with or you otherwise fail to comply with your obligations to Torres Strait Trawling Company Pty Ltd in any respect –
  - a. Revoke the credit accommodation and require that any deliveries for you be on a cash-before-delivery “CBD” basis.
  - b. Require that all amounts owing to Torres Strait Trawling Company Pty Ltd for any reason whatsoever shall become immediately due and payable without deduction or demand.
  - c. Rescind all discounted rates and recalculate the outstanding charges.
  - d. Immediately charge you a once off account keeping fee equal to 10% of the outstanding balance due and payable by you to Torres Strait Trawling Company Pty Ltd.
  - e. Charge an administration fee of 2.0% per month from the due date for settlement until the date payment is made.
3. That you agree to pay any costs, commissions and legal expenses (on a full indemnity basis) whatsoever which Torres Strait Trawling Company Pty Ltd incurs in relation to or arising from the collection or attempted collection of all amounts due and payable by you. Such interest, costs, commissions and legal expenses (on a full indemnity basis) may be recovered from you by Torres Strait Trawling Company Pty Ltd as a liquidated debt.
4. If you are a company Torres Strait Trawling Company Pty Ltd may, at its discretion require that the Directors give an irrevocable guarantee and indemnity in the form required by Torres Strait Trawling Company Pty Ltd. Torres Strait Trawling Company Pty Ltd reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances. Any Guarantee shall remain in force so long as you maintain an account with Torres Strait Trawling Company Pty Ltd. All guarantees shall be continuing guarantees and will terminate only in writing from Torres Strait Trawling Company Pty Ltd.
5. That all goods and services provided by Torres Strait Trawling Company Pty Ltd are provided only upon the terms and conditions contained in Torres Strait Trawling Company Pty Ltd’s Standard Terms and Conditions of Carriage. Until altered Conditions of carriage are notified to you in writing, you agree that the current Conditions of Carriage shall continue to apply.
6. That Torres Strait Trawling Company Pty Ltd may from time to time alter its standard Terms of Credit and such altered conditions or terms shall apply in respect of all transactions taking place after notification to you of such altered terms of credit.

7. That Torres Strait Trawling Company Pty Ltd may at anytime and without the need to provide a reason to you refuse to extend further credit to you and that its previous approval of your account application does not require Torres Strait Trawling Company Pty Ltd to extend to you any particular amount of credit.
8. Torres Strait Trawling Company Pty Ltd may refuse an initial application for credit but may proceed if Torres Strait Trawling Company Pty Ltd is able to obtain insurance against default by you and you pay to Torres Strait Trawling Company Pty Ltd the amount of any premium for the insurance.
9. Torres Strait Trawling Company Pty Ltd may at any time set off amounts owed by Torres Strait Trawling Company Pty Ltd to you from the amounts owed by you to Torres Strait Trawling Company Pty Ltd.
10. No claims against Torres Strait Trawling Company Pty Ltd in relation to loss or damage will be considered unless all amounts owing by you to Torres Strait Trawling Company Pty Ltd have been paid in full.
11. Where there is more than one account holder, each account holder shall be jointly and severally liable under the terms of this Commercial Credit Application.
12. You agree to notify Torres Strait Trawling Company Pty Ltd of any change in ownership or address. Notwithstanding any change in the ownership/trading structure or any advice by you to Torres Strait Trawling Company Pty Ltd of such change, you will remain personally liable for any services requested by you or on your behalf until you have received written confirmation from Torres Strait Trawling Company Pty Ltd that your account has been closed and full payment received and a new account has been opened in the name of the new entity.
13. Torres Strait Trawling Company Pty Ltd may require that you enter into further security documentation as a condition of granting further credit or continuing credit. If there is an inconsistency between the provisions of these security documents then the provisions of the security documents will prevail.
14. That in accordance with the provisions of the Privacy Act, if Torres Strait Trawling Company Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to Torres Strait Trawling Company Pty Ltd obtaining from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by Torres Strait Trawling Company Pty Ltd. In accordance with the provisions of the Privacy Act, if Torres Strait Trawling Company Pty Ltd considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to Torres Strait Trawling Company Pty Ltd receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. Under the Privacy Act, Torres Strait Trawling Company Pty Ltd is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency includes; identity particulars; the fact that you have applied for credit and the amount, the fact that Torres Strait Trawling Company Pty Ltd is a credit provider to you, payments which become overdue more than sixty (60) days and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of Torres Strait Trawling Company Pty Ltd, you have committed a serious credit infringement, that credit provided to you by Torres Strait Trawling Company Pty Ltd has been paid or otherwise discharged.
15. That failure by Torres Strait Trawling Company Pty Ltd to insist upon compliance with any provisions of these terms does not constitute a waiver of that provision and Torres Strait Trawling Company Pty Ltd shall be entitled to insist upon compliance with all procedures of these terms at anytime.
16. If any provision or part of a provision of these terms and conditions is found to be unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on Torres Strait Trawling Company Pty Ltd and you
17. The law applicable to these terms and conditions is the law of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of that State.

I/WE DECLARE AND AFFIRM THAT:-

I/WE HAVE READ AND UNDERSTAND THE TERMS OF THIS APPLICATION AND CONFIRM THAT THE TERMS WILL APPLY TO ANY CREDIT FACILITY PROVIDED BY TORRES STRAIT TRAWLING COMPANY PTY LTD TO ME/US; AND THE INFORMATION SUPPLIED BY ME/US, THE APPLICANT/S, IN THIS APPLICATION IS TRUE AND CORRECT AND ACKNOWLEDGE THAT TORRES STRAIT TRAWLING COMPANY PTY LTD AND ANY RELATED ENTITIES WILL USE THIS INFORMATION FOR THE PURPOSE OF ASSESSING MY/OUR COMMERCIAL CREDIT APPLICATION SIGNED BY ALL DIRECTORS, PARTNERS, OR SOLE TRADERS AS REQUIRED BY TORRES STRAIT TRAWLING COMPANY PTY LTD.

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date \_\_\_\_\_

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date \_\_\_\_\_

**Office Use only**

*Account approved by (Name) \_\_\_\_\_ (Position) \_\_\_\_\_*

*Credit Limit approved \$ \_\_\_\_\_ Date Approved \_\_\_\_\_*

*Account number allocated \_\_\_\_\_*