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SWIFT METAL SERVICES PTY LTD - CREDIT APPLICATION

SECTION A – TO BE COMPLETED BY ALL APPLICANTS

Applicant's Name	
Business Trading Name	
ABN	

Please indicate Company / Partnership / Sole Proprietor / Trust

Postal Address

.....

Business Address

.....

Telephone Number	Fax Number	Mobile Number

Purchasing Officer Name	Purchasing Officer Email	Purchasing Officer Mobile

Accounts Payable Name	Accounts Payable Email (for invoices and statements)	Accounts Payable No

Nature of Business

.....

Number of Staff

.....

Number of Years Trading

.....

Applicant's Accountant
(Name, address & contact number)

.....

Applicant's Bank
(Name, branch & contact person)

.....

Anticipated Amount of Credit Required
(monthly)

.....

Company Name, Contact Name, Phone Number & Email Address of 5 active trade accounts (operating at a similar level of credit to the amount you are requesting) and which have been operating for at least 12 months including the average monthly spend:

Note: Freight Companies and Proprietors will not be accepted as trade references

TRADE REFERENCES:			
1.	Company Name:	Contact Name:	
	Phone:	Accounts Email:	Average Monthly Spend:
2.	Company Name:	Contact Name:	
	Phone:	Accounts Email:	Average Monthly Spend:
3.	Company Name:	Contact Name:	
	Phone:	Accounts Email:	Average Monthly Spend:
4.	Company Name:	Contact Name:	
	Phone:	Accounts Email:	Average Monthly Spend:
5.	Company Name:	Contact Name:	
	Phone:	Accounts Email:	Average Monthly Spend:

SECTION B – COMPLETE ONLY IF APPLICANT IS A PARTNERSHIP/SOLE PROPRIETOR

Details of Sole Trader / ALL Partners
(Supply separate listing if space inadequate)

	Full Name	Address	Phone Number	D.O.B.
1				
2				
3				

SECTION C – COMPLETE ONLY IF APPLICANT IS A COMPANY

ACN

Registered Address of Company
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Details of ALL Directors of Company (Supply separate listing if space inadequate)

	Full Name	Address	Phone Number	D.O.B.
1				
2				
3				

SECTION D – SIGNATURE – TO BE COMPLETED BY ALL APPLICANTS

1. The Applicant hereby accepts that all first orders only are COD payable before goods are dispatched and has applied for credit of Nett 30 days EOM with Swift Metal Services Pty Ltd for all orders placed thereafter the first initial order is paid for on the basis of the information supplied above unless a credit facility has been granted.
2. The Applicant certifies this information is true and correct.
3. The Applicant confirms that it has read and fully understands Swift's Terms and Conditions (as set out on our website <http://www.swiftmetal.com.au/terms-and-conditions/>) and agrees to be bound by those Terms and Conditions and any new Terms and Conditions which come into effect. If the Applicant is granted credit by Swift it will be on the basis of the provisions of the Terms and Conditions.
4. The Applicant warrants that it has the future ability to pay all of its debts as and when they fall due.
5. The Applicant authorises Swift, for the purpose of this Credit Application, to: (The Privacy Act applies)
 - (a) collect and retain information about the Applicant and to enquire of all persons referred to in this Credit Application regarding the contents of this Credit Application; and
 - (b) furnish third parties (such as credit agencies) with details of this Credit Application and any subsequent dealing the Applicant may have with Swift as a result of this Credit Application being actioned by Swift.
6. The Applicant acknowledges that Payments out of terms will incur a 1.5% fee calculated daily in addition to the \$50 per month fee for any overdue account outside of terms.
7. The Applicant accepts that no unauthorized returns will be accepted unless a written complaint is received in writing within 7 days of receiving the goods.
8. The Applicant agrees to pay any costs incurred (including Debt Collection and Legal Costs) in relation to the collection of any outstanding monies owed to the company.
9. The person(s) signing this Credit Application warrant(s) that they are duly authorised to sign on behalf of the Applicant.

SIGNATURE BY COMPANY:

EXECUTED by..... PTY LTD in accordance with Section 127 of the Corporations Act 2001))))
..... Director	
..... Full Name	
..... Director/Secretary	
..... Full Name	

SIGNATURE BY SOLE TRADER:

Name:	Signed:	Date:
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SIGNATURE BY PARTNERSHIP:

Name:	Signed:	Date:
Name:	Signed:	Date:
Name:	Signed:	Date:

SECTION E – OFFICE USE BY SWIFT ONLY

Authorised by:	
Credit limit:	
Sales person:	
Account number:	
Date	
DBR:	
Details Entered:	

Swift Metal Services Pty Ltd

ACN 125 656 724
ABN 45 261 851 459
NSW Branch: PO Box 5125, 88 Oakes Road Griffith NSW 2680
VIC Branch: 42 Lucknow Cres, Thomastown VIC 3074
Phone 1800 626 525
Fax 1300 799 373
Email: accounts@swiftmetal.com.au
Website: www.swiftmetal.com.au

COMPANY BANK ACCOUNT DETAILS:

Account Name	Swift Metal Services Pty Ltd
BSB	082 632
Bank	NAB
Account Number	799 565 247
Email address for remittance advice:	accounts@swiftmetal.com.au

SECTION F – DEED OF GUARANTEE AND INDEMNITY

In this Guarantee and Indemnity ("Guarantee"), Customer means

I/We
.....
.....
.....

(insert name and address of each guarantor)

each referred to herein as "the Guarantor", hereby agree (if more than one jointly and severally):

1. In consideration of Swift Metal Services Pty Ltd (ACN 125 656 724) ("**Swift**") agreeing to supply or continuing to supply goods and/or services to the Customer and forbearing to sue the Customer for any payment currently due to Swift, the Guarantor unconditionally and irrevocably:
 - (a) guarantees to Swift the due and punctual performance and observance by the Customer of all of the obligations contained in or implied under or in relation to:
 - (i) the Credit Application (if any);
 - (ii) the Terms and Conditions; and
 - (iii) any other agreement, deed, or other arrangement entered into at any time between Swift and the Customer (and where applicable, any other party) that must be performed and observed by the Customer ("**Guaranteed Obligations**");
 - (b) as a separate and independent obligation, irrevocably indemnifies Swift against all claims, losses, damages, liabilities, costs and expenses which Swift may now or in the future suffer or incur consequent on or arising directly or indirectly out of any breach or non-observance by the Customer of a Guaranteed Obligation.
2. This Guarantee is a continuing guarantee and indemnity and the Guarantor's obligations under the Guarantee are absolute, unconditional and irrevocable and are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have that effect, including but not limited to:
 - (a) the death, bankruptcy or winding up of or insolvency of the Customer or any other person;
 - (b) the failure of any other person named as Guarantor to execute this Guarantee;
 - (c) any indulgence of time or other indulgence or concession to, compounding or compromising with, or wholly or partially releasing the Customer or a Guarantor of an obligation;
 - (d) any change to the terms of the Credit Application, Terms and Conditions or terms upon which any goods or services are supplied to, or paid for by, the Customer;
 - (e) an increase in the amount of credit supplied to the Customer;
 - (f) if the Credit Application (if any) and/or Terms and Conditions is unenforceable against the Customer or the Customer is not obliged to pay the money for any reason whatsoever;
 - (g) if the Guarantor is an officer or member of the Customer upon the execution of this Guarantee, the resignation or termination of the Guarantor as an officer or member of the Customer;
 - (h) a rule of law or equity to the contrary;
 - (i) any omission or time delay on behalf of Swift or anything else that could be classified as prejudicial, or limit Swift's obligations under this Guarantee; and

- (j) any other act, omission, matter or thing whatsoever that might otherwise release, discharge or affect the obligations of the Guarantor under this Guarantee.
3. The Guarantor agrees that in the event that Swift is unable to recover from the Guarantor in relation to the whole or part of the Guarantee by reason of legal disability, limitation, incapacity, failure or fact of circumstance then this Guarantee shall be construed as an indemnity and the Guarantor shall nevertheless as Guarantor hold Swift fully indemnified in respect of every failure by the Customer to punctually perform or observe the Guaranteed Obligations. The Guarantee is not limited to any transaction or arrangement with Swift, but for all Guaranteed Obligations.
4. Swift may enforce the Guarantee against a Guarantor without first having to resort to another guarantee or security interest or other agreement relating to the Guaranteed Obligations.
5. The Guarantee is:
 - (a) a principal obligation and is not to be treated as ancillary or collateral to another right or obligation; and
 - (b) independent of and not in substitution for or affected by another security interest or guarantee or other document or agreement which Swift or another person may hold concerning the Guaranteed Obligations.
6. The Guarantor waives any right of subrogation, or to have the benefit of the Guarantee and any associated agreement or document until the Guaranteed Obligations are discharged in full.
7. The Guarantor must not exercise any right of set-off that reduces or extinguishes the obligations of the Customer or the Guarantor to perform the Guaranteed Obligations.
8. If the Customer becomes insolvent, the Guarantor must co-operate with Swift and comply with all Swift's directions in regards to any distribution, payments or proof or claim by the administrator, liquidator or trustee of the Customer. The Guarantor must not prove or claim in the insolvency for any distribution or payment without Swift's consent in writing.
9. The Guarantor warrants that it has read and understood the terms of the Guarantee.
10. The Guarantee is governed by the law in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.
11. No conduct of Swift (including a failure to exercise, a partial exercise or delay in exercising, a right, power or remedy) operates as a waiver of the right, power or remedy or otherwise prevents the exercise of the right, power or remedy. Swift may only waive a right, power or remedy in writing signed by an authorised officer of Swift.
12. Any provision in the Guarantee which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down, then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions the Guarantee or affecting the validity or enforceability of that provision in any other jurisdiction.
13. A reference to a party includes a reference to that party's executor's, administrators, successors and permitted assigns.

SIGNED SEALED AND DELIVERED BY THE SAID GUARANTOR AS A DEED:

Signature: Date:

Signature: Date: