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| **Applicant Information** | | | | | | |
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| Structure: | Public Company  Proprietary Company  Sole Proprietor  Partnership | | | | |  |
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| Company Name: |  | | | | |  |
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| Trading Name: |  | | | | |  |
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| As Trustee for: |  | | | | |  |
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| ACN/ABN: |  | | | | |  |
| Trading Name: |  | | | | |  |
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| Suburb: |  | | | Postcode: |  |  |
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| **Account Contact Information** | | | | | | | | |
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| Position Held: |  | | | | | | |  |
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| Invoice Mailing Address: | |  | | | | | |  |
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| Suburb: |  | | | | | Postcode: |  |  |
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| Invoices to be sent by email (please tick): | | | Yes  No | | | | |  |
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| **Sole Proprietor/Partner/Director Information** | | | | | | |
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| **Credit Application** | **Credit Limit Sought:** |  |  |
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*No agreement to provide credit to the Applicant shall be binding on Port of Brisbane Pty Ltd (****PBPL****)   
unless and until it accepts this Credit Application*

# Part - Privacy Act

PBPL collects and uses your personal information to assess this application for credit, to provide you with products and services, to enable PBPL to fulfil its obligations under any contract with you, for its business operations and to comply with the law. PBPL's Privacy Policy (available at www.portbris.com.au/about-us/doing-business-with-us/business-policies) tells you how PBPL usually collects, uses and discloses your personal information and how you can ask for access to it or seek correction of it. PBPL's Privacy Policy also contains information about how you can make a complaint and how PBPL will deal with such a complaint. If PBPL does not collect this information, PBPL may not have sufficient information to determine this application and may decline to provide credit to you. PBPL is not likely to disclose your personal information overseas.

If you would like further information about our privacy policies or practices, please contact our Privacy Officer at:

Port of Brisbane Pty Ltd

3 Port Central Avenue

Port of Brisbane QLD 4178

E-mail: [privacy@portbris.com.au](mailto:privacy@portbris.com.au)

Tel: +61 (0)7 3258 4888

Fax: +61 (0)7 3258 4703

The Applicant and each person signing this form as a Guarantor each irrevocably authorise PBPL and its employees and agents to make such enquiries as they deem necessary to investigate matters relating to this application and the commercial credit proposed in it, and my/our creditworthiness from time to time, including making inquiries with people nominated as business references, my/our bankers and any credit provider or credit reporting body, and including personal credit and consumer credit information (***Information Sources***). They authorise Information Sources to disclose to PBPL such information concerning them as is within their possession.

The information provided in this application and any relevant trading or creditworthiness information arising from any dealings between the Applicant and PBPL may be disclosed to a credit reporting body or any other interested person including another applicant. This information can include any information about creditworthiness, credit standing, credit history or credit capacity that credit providers and credit reporting bodies are allowed by law to give or receive from each other.

# Part - Guarantee

I/We (each person signing this form as a Guarantor) agree to enter into the guarantee and indemnity annexed to secure the payment obligations of the Applicant to PBPL on any credit account or arrangements between the Applicant and PBPL.

# Part - Trading Terms

1. General

The following terms apply to all services of any kind (***Services***) provided by PBPL to the Applicant after the date of this Application for Credit, until further notice by PBPL.

Any request by the Applicant to obtain Services will be accepted only on these terms.

All previous trading terms applying between the Applicant and PBPL are replaced by these terms. However, if these terms are inconsistent with any written lease, written agreement for lease, contract of sale, written contract for services or written tender terms (the ***Other Terms***) between PBPL and the Applicant the Other Terms will prevail over these terms to the extent of any inconsistency.

No addition or variation to these terms requested by the Applicant will have any effect unless agreed to in writing by an officer of PBPL authorised to do so.

1. Payment

Payment for Services must be made by the Applicant and received by PBPL in full (and without set-off, withholding or deduction) on or before the due date specified in the invoice for the Services issued by PBPL.

If any amount owing by the Applicant to PBPL in respect of Services is overdue, PBPL may do any one (or more) of the following (without limiting its rights to damages or other legal rights):

* + 1. refuse to supply further Services, or suspend the supply of Services for a period;
    2. terminate or suspend for a period, the Applicant's credit arrangements under 2.1 (at which time all amounts owing to PBPL by the Applicant will be immediately due and payable without demand); or
    3. charge interest on the overdue amount at the rate of twelve per cent (12%) per annum (calculated on daily balances on the amount overdue until payment in full) or as otherwise advised by PBPL from time-to-time or as otherwise agreed in writing between PBPL and the Applicant (whichever is the greater).

As a condition of providing Services (or further Services) to the Applicant, PBPL may request that security be provided to it in accordance with section 281F of the *Transport Infrastructure Act 1994* (the ***Act***).

Nothing in the terms and conditions shall in any way limit PBPL's rights under Part 3A of Chapter 8 of the Act to recover payment for Services provided by PBPL.

PBPL may apply any payments received from the Applicant against any outstanding charges or interest due by the Applicant in the order PBPL sees fit.

The Applicant acknowledges that an authorised officer appointed under the Act may, pursuant to section 283A of the Act, require the Applicant to produce for the authorised officer's inspection, documents that are in the Applicant's control and relevant to deciding whether the Applicant is liable to pay a charge, or the amount of a charge, payable to PBPL (an ***Inspection***). The Applicant consents to an Inspection being conducted by an authorised officer or any other person appointed by PBPL. If an Inspection reveals that the Applicant has not paid all charges due to PBPL, the Applicant shall pay to PBPL within 7 days of demand the amount of any unpaid charges together with PBPL's costs of the Inspection.

1. Termination of Arrangements on Default

PBPL may refuse to supply Services, suspend the provision of Services for a period or withhold Services already ordered, if:

* + 1. the Applicant makes any assignment or trust for the benefit of the Applicant's creditors;
    2. the Applicant becomes insolvent or unable to pay the Applicant's debts as they fall due;
    3. any proceedings are commenced by or against the Applicant alleging bankruptcy or insolvency or involving the appointment or proposed appointment of a trustee, liquidator, provisional liquidator, receiver, receiver and manager or administrator.

Upon the occurrence of any of the events and circumstances referred to in 3.1, all amounts owing by the Applicant to PBPL will become immediately due and payable to PBPL, without demand.

The Applicant authorises PBPL and PBPL's agents and employees to enter on any premises necessary to take possession of Services, in any circumstances where PBPL is entitled to retake possession. If PBPL does retake possession of Services owned by it, in such a case:

* + 1. the original sale of the Services shall be deemed to have been cancelled; and
    2. if payment has been made by the Applicant purportedly in respect of that sale, that payment will be taken not to have been made in respect of the Services, but will be re-appropriated to other debts of the Applicant to PBPL (and if there is a surplus after such appropriation, the surplus will be refunded to the Applicant).

1. Limitation of Liability

All express and implied terms, conditions and warranties on the part of PBPL which might otherwise apply to or arise out of the provision of Services by PBPL to the Applicant are excluded, except to the extent that any law (including Schedule 2 to the Competition and Consumer Act 2010) does not permit them to be excluded.

PBPL will not be liable in contract, tort (including negligence) or otherwise for any loss of prospective profits or production, wasted overheads or expenses or special, indirect or consequential damages arising out of the supply of Services or failure to supply Services to the Applicant.

Any liability of PBPL for a breach of any condition or warranty expressed or implied in the supply of Services by PBPL to the Applicant shall be limited to the resupply of equivalent Services or the payment of the cost of supplying the Services again (whichever PBPL determines to be appropriate in the circumstances).

1. Governing Law

These terms and conditions and any transaction contemplated by them are governed by the law of Queensland. The Applicant submits to the non-exclusive jurisdiction of courts in Queensland.

Any provision of these terms and conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these terms and conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

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| **IMPORTANT**  You should **not** sign this declaration unless the credit is wholly or predominantly for business or investment purposes.  By signing this declaration you may **lose** your protection under the Consumer Credit Code. |

Signed by **Applicant(s)**: Signed by **Witness:**

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|  | |  | Name and address of Witness: | |
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| **MPORTANT**  By signing below as a Guarantor, you agree to give the unlimited and continuing guarantee and indemnity annexed to this form.  You are strongly advised to read these terms and to seek legal advice before signing. |

Signed by **Guarantor(s)**: Signed by **Witness:**

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|  | |  | Name and address of Witness: | |
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*A director and secretary, two directors, or a sole director/secretary must sign on behalf of any company*

TO: Port of Brisbane Pty Ltd (***PBPL***)

1. In consideration of PBPL agreeing to supply Services or services on credit to:

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[include full name, A.C.N. and registered office of the Applicant] (the ***Company***),

I personally guarantee the due and punctual payment of all amounts owing to PBPL for Services purchased by the Company, together with all other amounts now or in the future owing by the Company to PBPL (actually or contingently) on any account or for any reason, including legal expenses incurred in the collection of any outstanding moneys from the Company.

I will pay those amounts whether or not the Company has first been required to pay them. I will also pay on demand any legal expenses associated with the collection of any outstanding moneys from me under this Agreement.

1. If any amount guaranteed by me is for some reason not recoverable from the Company, then, even if that means that I would not be liable for that amount as a guarantor, I nevertheless agree to indemnify PBPL in respect of that amount and to ensure that PBPL receives it.
2. In signing this Agreement:
   * 1. I have relied on my own enquiries and opinion of the Company;
     2. I accept the risk that I may not, now or in the future, know everything about the Company or transactions and dealings between the Company and PBPL;
     3. I agree that PBPL does not have to tell me anything about the Company or those transactions or dealings.
3. This Agreement is a guarantee and indemnity for unlimited amounts, and it will continue indefinitely until it is discharged in writing by PBPL. The fact that the amount owing by the Company to PBPL at a particular time may be nil does not entitle me to a discharge of this Agreement if further liability on the part of the Company to PBPL arising out of events that have already happened is a reasonable possibility.
4. My obligations and the rights of PBPL under this Agreement will not be affected in any way by:
   * 1. giving the Company or another surety any time, waiver, credit, or other concession (either for or without consideration or by operation of law);
     2. the death, mental incapacity, insolvency, liquidation, appointment of a receiver, receiver and manager or administrator or other incapacity on the part of the Company or another surety;
     3. PBPL becoming a party to or bound by any compromise, assignment of property, scheme of arrangement, composition of debts, scheme of reconstruction or other arrangement by or relating to the Company or another surety;
     4. any partial or absolute release, discharge, abandonment, surrender, variation, transfer, exchange, renewal or modification of any rights of PBPL against the Company or another surety;
     5. any delay, neglect, mistake or default of PBPL or other person (including failing to obtain or enforce another guarantee, indemnity or other agreement or security in respect of the moneys guaranteed and indemnified under this Agreement, where I expected it to be obtained or enforced);
     6. the obtaining of any judgment against the Company or another surety;
     7. any actual or alleged set‑off, defence, counter‑claim or other deduction against PBPL on the part of the Company or myself or another surety;
     8. the fact that the Company has not first been required to pay an amount required to be paid by me under this Agreement; or
     9. any other act, omission or circumstances which might otherwise discharge, reduce, modify or affect my obligations to PBPL or rights of PBPL against me.
5. I acknowledge that the present transactions and financial arrangements between the Company and PBPL can be changed without notice to me, and I agree that my liability under this Agreement may change accordingly (and may increase).
6. PBPL is under no obligation to marshal or otherwise realise for my benefit any security or any funds or assets that it may be entitled to receive or have a claim over.
7. Until I am entitled to a release of this Agreement, I am not entitled on any grounds to, and will not:
   * 1. be subrogated to PBPL or claim the benefit of any security held by PBPL; or
     2. claim or receive the benefit of any distribution to creditors of the Company, so as to diminish any payment which (but for such claim or receipt) PBPL would be entitled to receive, even where such claim or receipt would arise in respect of a matter not connected with my rights as a surety. However, I will, if required by PBPL, claim in any such distribution, and any amount received by me shall be received in trust for PBPL and paid by me to PBPL in reduction of my liability under this Agreement.
8. PBPL may prove for any amount owing under this Agreement in a payment to creditors of the Company, another guarantor or myself. No deduction need be made in such proof for the amount PBPL has received in reduction of the Company's liability to PBPL from any other source (including this Agreement), and such amounts shall be regarded for all purposes as payments in gross until payment of the entire amount owed by the Company is received by PBPL. However, the total amount recoverable by PBPL will not exceed the total amount owed by the Company to it.
9. If the Company makes a payment to PBPL which is (or is conceded to be) a preference, then, for the purposes of this Agreement, that payment will be deemed to have never been made (and if necessary, this Agreement will be revived if it has been discharged in reliance on that payment).
10. All my obligations under this Agreement are principal obligations and not ancillary to any obligations of the Company or any other person.
11. If more than one person signs this Agreement, the provisions of this Agreement will apply to each of us individually and to all of us jointly. In respect of one of us, references to other sureties includes others of us.
12. This Agreement is signed as a deed.
13. My/our full name(s) and address(es) is/are:

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| \*Name: |  | | |  |
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\* *Complete details of each Guarantor, above where the Guarantor signs.*

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| **FOR INTERNAL USE ONLY** | | | | | | | | |  |
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| Has the customer fully completed: | | | **Page 1:** Yes/No **Page 4:** Yes/No **Guarantee (Pages 5 & 6)**: Yes/No | | | | | |  |
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| **Comments:** |  | | | | | | | |  |
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| **Approved Credit Limit:** | |  | | **Payment terms:** | | |  | |  |
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| **Letter of acknowledgement sent to customer (date):** | | | | |  | | | |  |
| **Account approved by:** | | | | | | | | | |
| **Name/Title:** |  | | | | | **Signature:** | |  |  |
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| **Name/Title:** |  | | | | | **Signature:** | |  |  |
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