

THE LANDSCAPE CENTRE

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13 White Street, DUBBO NSW 2830

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**CREDIT ACCOUNT APPLICATION****To Be Completed By Applicants** - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

| | | |
|--|--|---|
| Client's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other: | | |
| Full or Legal Name: | | |
| Trading Name (if different from above): | | |
| Physical Address: | State: | Postcode: |
| Billing Address: | State: | Postcode: |
| Email Address: | | |
| Phone No: | | Mobile No: |
| Personal Details: <i>(please complete if you are an Individual)</i> | | |
| D.O.B.: | Driver's Licence No: | |
| Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i> | | |
| ABN: | | Date Established <i>(current owners):</i> |
| Nature of Business: | | |
| | Estimated Monthly Purchases: \$ | Credit Limit Required: \$ |
| Account Terms: <input type="checkbox"/> 30 Days EOM | | |
| Purchase Order Required? | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| Accounts Email Address: | | |
| Accounts Contact: | Phone No: | |
| Bank and Branch: | Account No: | |
| Trade References: <i>(please provide companies that are willing to do trade references)</i> | | |
| Name: | Address: | Phone / Fax / Email: |
| 1. | | |
| 2. | | |
| 3. | | |

I certify that the above information is true and correct and that I accept the supply of credit by The Landscape Centre. I have read and understand the **TERMS AND CONDITIONS OF TRADE** (overleaf) of The Landscape Centre which form part of, and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions.

SIGNED (CLIENT):

Name: _____

Position: _____

PLEASE RETURN TO OUR OFFICE AT 13 WHITE STREET DUBBO NSW**in person, via post or email and we'll get back to you on the success of your application ASAP.**

| OFFICE USE ONLY | | | | |
|--------------------|--------------|-------------|---------------|------|
| Account / Ref. No. | CREDIT LIMIT | APPROVED BY | DATA INPUTTED | DATE |
| | \$ | | | / / |

The Landscape Centre Terms and Conditions of Trade

I/we agree to be bound by the Trading Terms set out below and warrant that the information given by me/us in this application is true and accurate and warrant I/we have disclosed all information relevant to this application.

GENERAL TERMS

1) Definitions

'Contract' means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemented to this Contract.

'The Landscape Centre' means Monley Group Pty Ltd trading as The Landscape Centre its successors and assigns or any person acting on behalf of and with the authority of The Landscape Centre.

'Client' means the person(s) entitles or any person acting on behalf of and with the authority of the Client requesting The Landscape Centre to provide the services as specified in any proposal, quotation, order, invoice or other documentation, and;

- a) If there is a partnership, it shall bind each partner jointly and severally; and
- b) If the Client is part of a Trust, shall be bound in their capacity as a trustee; and
- c) Includes the Client's executors, administrators, successor and permitted assigns.

'Goods/Products' means all Goods or Services supplied by The Landscape Centre to the Client at the Client's request from time to time (where the context so permits the term 'goods/products' or 'services' shall be interchanged for the other).

'Equipment' means all equipment including accessories supplied on hire by The Landscape Centre to the client (and where the context so permits shall include any supply of services). The equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by The Landscape Centre to the client.

'Price' means the price payable (plus any GST where applicable) for the Goods and/or Equipment Hire as agreed between The Landscape Centre and the Client.

- 2) **Payment: The Client must pay for all purchases within 30 days from the end of the month in which the invoice is generated or within any alternative credit period granted in writing by The Landscape Centre. Amounts payable by the Client under these Credit Terms must be paid in full without deduction, retention or set-off of any kind and for any reason.**
- 3) **GST:** Each amount payable by the Client under these Credit Terms in respect of a Taxable Supply by The Landscape Centre is a GST exclusive amount and on receipt of a tax invoice the Client must, in addition to that amount for the goods and/or services and at the same time, pay the GST payable in respect of that supply. 'Taxable Supply' and 'GST' have the meanings set out in the A New Tax System (Goods and Services) Act 1999 (Cth).
- 4) **Withdrawal or Variation of Credit:** The Landscape Centre may at any time, without the need to provide reason, vary or withdraw any credit granted to the Client.
- 5) **Suspension or Ceasing of Supply:**
 - a) The Landscape Centre in it's complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products and Services to the Customer or amend these Credit Terms.
 - b) The Landscape Centre without prejudice to all other rights, call up moneys owed to The Landscape Centre by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Products and Services for which payment remains outstanding.
- 6) **Liability of The Landscape Centre:** The Landscape Centre will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by The Landscape Centre, its employees, contractors or agents.
- 7) **Property:** Where products are to be supplied by way of sale, property in the Products shall not pass until the Customer has paid all money owing to The Landscape Centre in full. Risk in the Products passes to the Customer at the time of delivery.

Terms of payment are strictly thirty (30) days after the last day of the month in which the invoice is raised. Payment is expected in a timely manner.

The Landscape Centre maintains the right to suspend further trade on overdue accounts.