**Application for Credit Account**

**COMPANy**

Please complete this credit application form in full, sign it and return it to accounts@omsb.com.au. The completed and signed credit application form, together with the terms and conditions below, which incorporate the Terms and Conditions for Users will form a binding contract between the Applicant and OMSB.

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| **APPLICANT DETAILS – COMPANY** |
| **Registered Company Name** |  |
| **Trading Name (if different)**  |  |
| **ABN** |  |
| **Registered Office** |  |
| **DIRECTOR’S DETAILS** |
| **Director’s Name:**  | **Director’s Address:** | **Director’s Driver’s Licence No.**  |
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|  |  |  |
|  |  |  |
| **INFORMATION** |
| **Telephone** |  |
| **Accounts Payable Contact** |  |
| **Accounts email address (generic emails preferred)** |  |
| **Credit Limit request** |  |
| **Estimated Annual Spend** |  |
| **Anticipated Monthly Credit** |  |
| **TRADE REFERENCES** |
| Name and Company  | Email address | Phone |
|  |  |  |
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**EXECUTION OF APPLICATION FOR CREDIT ACCOUNT**

**By signing this Application, you confirm that you have read and understood the Application, including the below Terms and Conditions, and warrant that you have authority to sign for an on behalf of the Applicant, and that the Applicant will be bound by the terms of this Application.**

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| **EXECUTION OF APPLICATION FOR CREDIT ACCOUNT** |
| 1. Directors, Company Secretary, Authorised Officer (in accordance with Section 127 of the Corporations Act 2001).
 |
| Signature |  | Position |  |
| Name |  | Date |  |
|  |
| Signature |  | Position |  |
| Name |  | Date |  |

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| **DIRECT DEBIT AUTHORITY** |
| 1. The Applicant requests that OMSB debits funds from the nominated credit card or bank account at the financial institution shown below in the amount owing to OMSB (in accordance with the Terms and Conditions for Users) on or before such amounts become due.
 |
| Credit Card Standing Payment Authority |
| Credit Card Number |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Expiry Date:  |  |  | / |  |  | CCV  |  |  |  |
| Note: Fees may apply to all credit/debit card payments.  |
| Bank Account Direct Debit Authority |
| BSB Number  |  |  |  | - |  |  |  |
| Account Number  |  |  |  |  |  |  |  |  |  |  |  |  |
| Name and Branch of Financial Institution:  |
| Signature |
| Signature |  | Position |  |
| Name |  | Date |  |

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| **FOR OFFICE USE ONLY** |
| Comments |  |
| Application Status: | Approved / Rejected (please circle) | Date |  |
| Name  |  | Position |  |
| Signature |  | Date |  |

**TERMS AND CONDITIONS OF CREDIT ACCOUNT**

1. **INTERPRETATION**
	1. In this Credit Application, unless the contrary intention appears:

**Applicant** means person stated in this Credit Application and includes its successors, substitutes (including persons taking by way of novation), assigns and permitted assigns;

**Credit Application** means this credit application form (incorporating these terms and conditions of Credit Account and the Terms and Conditions for Users), duly completed by the Applicant and submitted to OMSB via email to accounts@omsb.com.au.

**Credit Information** means credit history; credit standing; credit capacity; credit worthiness; details of financial circumstances; details of any credit (including credit limits) requested or applied for by the Applicant or provided or made available by OMSB; details of any amounts owed to OMSB that are overdue or in collection (or advice that such amounts no longer overdue or in collection); and details of any dishonoured cheques, defaults, arrears, administration, bankruptcy, discharge of any credit or credit infringements.

**Personal Information** means information including personal details (such as age, name, sex or gender, address, previous addresses, date of birth, driver’s licence or passport numbers) or any Credit Information of the Applicant or a Specified Person which OMSB may collect from the Applicant, any Specified Person, this Credit Application, third parties any other sources.

**Specified Person** means a director, partner, shareholder or officer of the Applicant, who may or may not provide a guarantee and indemnity from time to time in connection with the Applicant’s liabilities to OMSB.

**Terms and Conditions for Users** means the OMSB general terms and conditions applicable to Users of the Facility as updated from time to time, and in the form available on the OMSB Website (www.omsb.com.au);

* 1. Capitalised terms in this application which are not defined in clause 1.1 of this Credit Application have the same meaning as attributed to them in the Terms and Conditions for Users.
1. **INCORPORATION OF TERMS AND CONDITIONS FOR USERS**

2.1 This Credit Application is subject to, and explicitly incorporates off of the provisions of the Terms and Conditions for Users as it they were set out in full.

2.2 The Applicant acknowledges and agrees that it has read and understood the Terms and Conditions for Users. The Applicant agrees that the Terms and Conditions for Users shall form a legally binding contract between the Applicant and OMSB and the Applicant agrees to be bound by the Terms and Conditions for Users.

2.3 The Applicant acknowledges and agrees that the Terms and Conditions for Users may be amended, varied or replaced from time to time and at any time, and the Applicant acknowledges that it is responsible for checking the Terms and Conditions from time to time to ascertain whether or not additions, amendments, replacements or variations have been made to the Terms and Conditions for Users.

1. **CREDIT ACCOUNT**
	1. The Applicant requests that OMSB open an account in the Applicant's name to operate for all chargesfor any use of the Facility, Services and/or OMSB Equipment provided or supplied by OMSB or any third party to the Applicant (or, if different, the User).
2. **APPLICANT’S WARRANTIES**
	1. The Applicant warrants the information contained in this Credit Application to be true, accurate, complete and correct.
	2. The Applicant warrants that the Applicant is not bankrupt or insolvent at the time of making this Credit Application.
	3. The Applicant has informed any Specified Person of the terms of this Credit Application and has obtained the consent of each Specified Person to provide their information to OMSB, and for OMSB to deal with that information in accordance with this Credit Application.
	4. The Applicant warrants that it has provided the details of every director of the Applicant.
	5. The person(s) whose signature(s) appear below have the authority to sign this Credit Application on behalf of the Applicant.
3. **PRIVACY**

5.1. Subject to the *Privacy Act 1988 (Cth)*, the Applicant agrees that OMSB may:

5.1.1 obtain a credit report from a credit reporting agency or other party which may contain Personal Information about the Applicant or any Specified Person:

1. to assess this Credit Application or consider providing credit of any kind to the Applicant; or
2. for the purpose of collecting overdue payments owed to OPS

5.1.2 obtain and/or verify Personal Information about the Applicant or any Specified Person from:

1. other credit providers, whose names the Applicant may have provided to OPS or that may be named in a credit report;
2. a motor vehicle or land title registry;
3. a company that provides credit worthiness information;

5.1.3 provide to, share and exchange Personal Information, for any purpose, with:

1. the trade references named on this Credit Application, or any other person or entity whose name the Applicant or a Specified Person provides to OPS;
2. any collection agency or other party who may, from time to time, assist OPS with the recovery of any overdue amounts from the Applicant or any Specified Persons;
3. any credit reporting agencies before, during or after providing any credit to the Applicant; and
4. any other person or entity who may provide credit to the Applicant or a Specified Person from time to time.

**PERSONAL GUARANTEE, INDEMNITY AND CHARGE**

In consideration of OMSB Pty Ltd (ABN 40 657 345 385) (**OMSB**) having agreed to supply goods and services/continue to supply goods services and to provide credit and accommodation to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**Applicant**)

I/we hereby jointly and severally agree follows:

1. **INTERPRETATION AND OPERATION OF DEED**
	1. In this deed, unless the contrary intention appears:

**Amounts** means any and all monies which are owed by the Applicant, and expressly includes amounts which are:

1. payable now or which may become payable in the future;
2. owed contingently or otherwise;
3. owed solely by the Applicant or jointly with any third parties;
4. primary or secondary liabilities of the Applicant, and amounts for which another party has the primary liability which are guaranteed by the Applicant;
5. debts incurred by the Applicant in its own capacity or on behalf of any third party;
6. owed pursuant to the Terms and Conditions for Users and amounts which are otherwise incurred by the Applicant;
7. due to OMSB or any other connected party, and includes any party which OMSB may transfer any debt to from to time; and
8. known or unknown to me/us;

**Applicant** means the company named above and includes its successors, substitutes (including persons taking by way of novation), assigns and permitted assigns;

**Credit Application** means the credit application form (incorporating these terms and conditions of Credit Account and the Terms and Conditions for Users), duly completed by the Applicant and submitted to OMSB via email to accounts@OMSB.com.au;

**Credit Information** means information about me/us including credit history; credit standing; credit capacity; credit worthiness; details of financial circumstances including assets and liabilities; details of any credit (including credit limits) requested or applied for by the Applicant or provided or made available by OMSB which I/we guarantee; details of any amounts owed to OMSB that are overdue or in collection (or advice that such amounts no longer overdue or in collection); and details of any dishonoured cheques, defaults, arrears, administration, bankruptcy, discharge of any credit or credit infringements;

**Personal Information** means information about me/us including personal details (such as age, name, sex or gender, address, previous addresses, date of birth, driver’s licence or passport numbers) or any Credit Information which OMSB may collect from the Applicant, me/us, the Credit Application, third parties or any other sources;

**Property** means all of my/our real and personal, tangible and intangible property, wherever situated, which I/we may own in whole or in part, jointly or severally, at the date of this deed or which we obtain in the future, whether as legal, equitable or beneficial owner, including all freehold and leasehold title/s, goods, chattel, business and trading assets, property held on trust for my/our benefit, debts owed to me/us, cash, stock, shares, choses in action, goodwill, uncalled or unpaid capital and any other property of any nature whatsoever; and

**Terms and Conditions for Users** means the OMSB general terms and conditions applicable to Users of the Facility as updated from time to time, and in the form available on the OMSB Website (www.OMSB.com.au).

* 1. Capitalised terms in this application which are not defined in clause 1.1 of this Credit Application have the same meaning as attributed to them in the Terms and Conditions for Users.
	2. Where more than one person signs this deed, each person will be jointly and severally enforceable, and that OMSB may seek to recover the entirety of the Amounts against one or more of us separately or together.
	3. That I/we shall not revoke or be released from the obligations under this deed unless I/we give not less than 30 days’ written notice to OMSB, and that the revocation shall only be effective in respect of amounts which have not, at the effective date of the notice, been incurred by the Applicant.
	4. This deed in no way obligates OMSB engage or continue to engage in any business relationship with the Applicant or to provide, or continue to provide, any goods or services to the Applicant pursuant to the Terms and Conditions for Users or otherwise.
1. **GUARANTEE**
	1. To unconditionally guarantee and be responsible to OMSB for the due payment in full of all Amounts, irrespective of whether I/we have had notice of any Amounts being incurred by the Applicant.
	2. Immediately on demand, to pay OMSB all Amounts without any deduction, off-set or counterclaim, irrespective of whether OMSB has taken any steps to obtain payment from the Applicant.
2. **INDEMNITY**
	1. To indemnify OMSB and keep OMSB indemnified from and against all loss and damage of any nature which OMSB may sustain or incur for any reason or arising out of the supply of credit, accommodation, goods or services to or any other dealings with the Applicant.
	2. To indemnity and pay OMSB on demand, on a full indemnity, solicitors and own costs basis, and costs incurred or likely to be incurred by OMSB in enforcing any terms of this Deed.
	3. That the indemnity in this clause 3 shall apply:
		1. whether or not I/we have any notice of any breach of any Agreement with OMSB, default, negligence or omission of the Applicant;
		2. as a continuing obligation, independent of the my/our other obligations under this Deed; and
		3. irrespective of whether OMSB has incurred any expense prior to enforcing the indemnity.
3. **CHARGE**
	1. In order to secure the Amounts and any other money which I/we may owe OMSB from time to time pursuant to this deed:
		1. I/we hereby grant a charge to OMSB over all of my/our Property as security for monies payable or to become payable by me/us;
		2. I/we hereby consent to OMSB or any person nominated by OMSB lodging a caveat, in the form deemed appropriate by OMSB at its sole discretion), over any and all of my/our Property;
		3. within 7 days of demand, I/we shall sign any mortgage in the form provided by OMSB over any of my/our Property and do all other things necessary to give full effect to any such mortgage, such as facilitating to registration of any mortgage on any register; and
		4. I/we hereby irrevocably make, nominate, constitute and appoint any person nominated by OMSB as my/our attorney for the purposes of doing all such acts and things and executing any documents necessary to give full effect to the charges in this clause 4.
4. **MY/OUR ACKNOWLEDGEMENTS AND WARRANTIES**

5.1 I/we understand, acknowledge and agree that:

* + 1. the guarantee, indemnity and charge in this deed shall be enforceable against me/us jointly and each of us separately. If this deed is ineffective or unenforceable against one of us, it shall remain enforceable against me/us;
		2. OMSB is not required to enforce, claim, demand, take any action against or otherwise seek payment of the Amounts from the Applicant prior to seeking payment from me/us for those Amounts or enforcing the indemnity, guarantee, charge or any other benefit to which it is entitled under this deed;
		3. OMSB granting any credit, extension of further credit, or granting of time or any waiver, indulgence or election not to bring a claim against the Applicant or me/us shall not have any impact on the indemnity, guarantee, charge and my/our obligations under this deed;
		4. OMSB is not required to advise me/us of any liabilities incurred, to be incurred or owed by the Applicant at any time, or any new or changes to the Fees, terms of payment or other agreements with the Applicant;
		5. no changes to the shareholders, officers or constitution of the Applicant, or any liquidation, insolvency, bankruptcy or winding up of the Applicant shall impair, discharge or otherwise have any impact on my/our guarantee, indemnity, charge or any other obligations under this deed;
		6. this deed shall be governed by the laws of Western Australia.
	1. I/we warrant to OMSB that:
		1. I/we are not bankrupt or insolvent, and are not likely to become bankruptcy or insolvent, at the time of making this deed. I/we undertake to advise you in writing as soon as possible if, at any time, I/we become bankrupt, insolvent or become unable or likely to be unable to pay any debt/s as they become due.
		2. I/we have read and understood the effect of this deed and the other documents referred to in this Deed, including but not limited to the Credit Application and the Terms and Conditions for Users.
		3. I/we have had the opportunity to seek, and if required have obtained, independent legal advice in respect of this deed.
	2. I/we have made our own investigations in respect of the Applicant and have entered into this deed after making all enquiries I/we deem appropriate, on my own free will and without any duress or undue pressure from the Applicant, any other party to this deed, or any other third persons.

**6. PRIVACY**

6.1 I/we will provide Personal Information and other information relevant to this deed, the Applicant or the Credit Application promptly when requested by OMSB.

6.2 Subject to the *Privacy Act 1988 (Cth)*, OMSB may:

 6.2.1 obtain a credit report from a credit reporting agency or other party which may contain Personal Information about me/us:

1. to assess this guarantee, indemnity and charge or consider providing credit of any kind to the Applicant; or
2. for the purpose of collecting overdue payments owed to OMSB by me/us or the Applicant;

 6.2.2 obtain and/or verify Personal Information about me/us from:

1. other credit providers, whose names the I/we or the Applicant may have provided to OMSB or that may be named in a credit report;
2. a motor vehicle or land title registry;
3. a company that provides credit worthiness information;

 6.2.3 provide to, share and exchange Personal Information, for any purpose, with:

1. the trade references named on this Credit Application, or any other person or entity whose name I/we or the Applicant provides to OMSB;
2. any collection agency or other party who may, from time to time, assist OMSB with the recovery of any overdue amounts from the Applicant or me/us;
3. any credit reporting agencies before, during or after providing any credit to the Applicant; and
4. any other person or entity who may provide credit to the Applicant or to me/us from time to time.

6.3 I/we are entitled to understand the information which OMSB holds about me/us. I/we may obtain a details of this information and a copy of OMSB’s privacy policy by requesting the same via email to accounts@omsb.com.au.

**WARNING: BY SIGNING THIS DOCUMENT, YOU WILL BECOME IMMEDIATELY, DIRECTLY AND PERSONALLY LIABLE FOR THE ENTIRETY ANY AND ALL DEBTS INCURRED BY THE APPLICANT TO OMSB, AND OTHER COSTS OR EXPENSES OF OMSB. THIS IS A LEGALLY BINDING DOCUMENT. YOU SHOULD SEEK YOUR OWN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.**

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| **GUARANTEE AND INDEMNITY EXECUTED AS A DEED** |
| Guarantor Signature: |  |
| Guarantor Name: |  | Date: |  |
| Witness signature:  |  |
| Witness Name:  |  |
| Witness Address: |  |

|  |  |
| --- | --- |
| Guarantor Signature: |  |
| Guarantor Name: |  | Date: |  |
| Witness signature:  |  |
| Witness Name:  |  |
| Witness Address: |  |

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| Guarantor Signature: |  |
| Guarantor Name: |  | Date: |  |
| Witness signature:  |  |
| Witness Name:  |  |
| Witness Address: |  |

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| Guarantor Signature: |  |
| Guarantor Name: |  | Date: |  |
| Witness signature:  |  |
| Witness Name:  |  |
| Witness Address: |  |