

CUSTOMER ACCOUNT APPLICATION

Checklist

- Payment method
- Requested account terms
- Applicant details
- Accounts payable details
- Authorised people and declaration – at least one authorised person

I am also submitting a guarantee and indemnity?

- Yes No

If no, reason

Payment method you must select one only

- Direct Debit** Accelerate nominated monthly date
- Charge to account**

Requested account terms you must select one only

- No credit** payment due immediately or in advance
- 7 days** credit account from invoice
- 30 days** credit account from invoice

Applicant details

Entity details

- Company Sole Trader
- Partnership Government
- Trust Other

Describe if Other

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Legal Entity Name

ACN

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ABN

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Trading Name

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Telephone Number

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Trading Address

Suburb	Postcode
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Postal Address

Suburb	Postcode
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Accounts payable details

Contact Name

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Telephone Number

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Email

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Authorised people and declaration

Authorised person one

Director Partner Sole Trader

Authorised Officer

Position if Authorised Officer

Family Name

Given Name

Residential Address

Suburb	Postcode
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Mobile Phone Number

Email

Authorised Person One Signature and Declaration

Date

Authorised person two

Director Partner Sole Trader

Authorised Officer

Position if Authorised Officer

Family Name

Given Name

Residential Address

Suburb	Postcode
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Mobile Phone Number

Email

Authorised Person two Signature and Declaration

Date

Terms

The following represents the terms upon which we (Accelerate Group Pty Ltd) will consider your Credit Application:-

1. You warrant all information is true and correct
2. You agree to notify us within 7 days of any change affecting your legal entity, structure, management or control
3. You agree:-
 - (a) to be bound by our Terms and Conditions, a copy of which are available from our website www.accgroup.com.au ("the Website") or by hyperlink <http://www.accgroup.com.au/forms> or which are available on request. We may vary our Terms and Conditions and will notify you directly or through variations of the same on our Website;
 - (b) no variation to our Terms and Conditions by you will be of any effect unless agreed to by us in writing;
 - (c) the goods and/or services supplied by us and where applicable secure the payment of the purchase price of those goods or services and of any other goods supplied by us;
 - (d) you will do all things necessary and reasonably required by us (including providing all information we require) to register a financing statement or financing charge statement on the Personal Properties Securities Register ("PPSR") pursuant to the Personal Properties Securities Act 2009 ("the PPS Act");
 - (e) you will not change your name, ACN or ABN or any other details required on the PPSR without first notifying us;
 - (f) you waive your rights to receive a verification statement in respect of any financing statement or financing charge statement in respect of the security interest created pursuant to this application and our terms and conditions of sale.
4. You acknowledge and agree the credit limit applied for is within the capability of the Company and its directors
5. You acknowledge we may:
 - (a) refuse your application for credit facilities;
 - (b) withdraw or vary credit facilities by trading division or otherwise at our absolute discretion without prior notice;
 - (c) withhold supply by trading division or otherwise irrespective of whether an order has been accepted or not if for any reason we determine, in our absolute discretion, that no further credit is to be extended to you.
6. You consent and agree that we may:-
 - (a) obtain a credit report from credit reporting agencies or other credit providers for the purpose of assessing this and any other application which you make for commercial credit;
 - (b) obtain information from any other credit providers from time to time for the purpose of reviewing and assessing your commercial credit worthiness;
 - (c) disclose to or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in our possession relating to your application and the administration of your credit facilities; and
 - (d) collect and use any personal information as defined in the Privacy Act 1988 for the purposes referred to in paragraphs 6(a) to (c) above.



7. You acknowledge, by signing the Application, you have been given or are aware of our Terms and Conditions. If you have not downloaded a copy of the Terms and Conditions or they have not been forwarded to you, they are available on our Website. The Terms and Conditions bind you and your guarantor (if applicable).
8. You agree we are entitled to modify, vary or alter the Terms and Conditions as we think fit and the modification will be shown on our Website. We will notify you as soon as practical after the mini-modification of the same. You have 7 days within which to notify us you are no longer prepared to proceed on the basis of the modified Terms and Conditions. Your failure to provide a written notification of the same is deemed an acceptance thereof and all further trade between us will proceed on the basis of that modification.
9. You agree and acknowledge this Application includes the provision of a Guarantee and Indemnity by your directors, whose particulars appear herein. The directors must sign that Guarantee. Unless otherwise agreed by us, we reserve the right to withdraw any product, decline to provide any product or discontinue the provision of services or credit accommodation to you unless a guarantee is signed.
10. You agree the first use by you of an account will constitute acceptance by you of the Terms and Conditions and your acceptance of our entitlements under clause 6 hereof.
11. "Terms and Conditions" shall mean the Terms and Conditions appearing on our Website from time to time or as may accompany this application or other documentation which set out the general terms upon which we will deal with you.
12. "You" means the Customer, whose particulars appear on the accompanying page and includes all of the executors, administrators and legal and personal representatives and Trustees from time to time.
13. "We/Us" means Accelerate Group Pty Ltd and includes all of the administrators and legal and personal representatives and Trustees from time to time.
14. For the purpose of the PPS Act and notwithstanding the Terms and Conditions, you acknowledge we are entitled, at our election, to register a security interest within the meaning of the PPS Act or a PMSI as defined in the PPS Act and you will do all things required as reasonably demanded to assist us in perfecting the registration of a PMSI or a security interest, as the case may be. When all moneys have been paid under any security, we will at your cost provide a notice of termination of the security interest so all title to the goods passes to you.
15. You agree, in the event you are in default for any period in excess of the allowed time as set out in the Terms and Conditions for making payment of any monies due to us, we may immediately, and without notice, discontinue the continued supply of any services and/or products and may refuse to continue to provide credit facilities or to provide services or products until payment is made.
16. We may also determine, after a default, not to reinstate (regardless of payment) your credit status. If payment is not made as required then, in addition to the amount outstanding on any account to us, you agree to pay to us, in addition to our rights under the Terms and Conditions, all of our legal costs charged to us by our lawyers (on a solicitor/customer basis) and of any other costs occasioned in attending where the goods are to remove the same.
17. Any notice or communication to be given by one party to the other must be in writing signed by the party giving it or by

that party's solicitor or agent and must be served in accordance with this Deed. A notice is deemed served in the following manner:-

- (a) if sent by prepaid post on the SECOND (2nd) day (not including the date of postage);
- (b) if sent by facsimile, on the day of the facsimile transmission if the same was transmitted to the facsimile address of the other party before 3pm WST but, if transmitted after 3pm, then the notice is deemed served on the next business day;
- (c) if left personally at the address of the party to be served, the notice is deemed served at that time.

Accelerate use only

Comments

Terms

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Account Limit

\$

Account Number

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Approved By

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Signature

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Date

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GUARANTEE AND INDEMNITY

1. Guarantee

In consideration of Accelerate Group Pty Ltd ("the Supplier") granting credit to the entity corporation specified and whose particulars appear in a credit application dated on or about the date hereof, as described herein as the customer ("the Customer") for any purpose in relation to the acquisition of or purchase of goods and/or services from the Supplier for the benefit of the Customer, the person whose particulars appear in the credit application ("the Guarantor") and who have signed this Deed, agree as follows.

2. Guarantor's Obligations

- (a) If there is a default in the payment of any monies arising out of the credit application or any other agreement with the Supplier, this agreement by the Customer or as a consequence of default all monies owing by the Customer become due and payable, to pay the same on demand by the Supplier.
- (b) If there is a breach of any of the Customer's Covenants in the credit application or in any other agreement including our Terms and Conditions. On demand by the Supplier you must immediately remedy that breach within the time specified in such notice of demand.
- (c) The obligations of the Guarantor under this deed are an irrevocable and continuing guarantee and the Guarantor will not be wholly or partially released by:
 - (i) the payment of any money to the Supplier;
 - (ii) the performance and observance of any of the Customer's covenants; or
 - (iii) any other matter or thing,
 - (iv) and bind the Guarantor until the Supplier releases the Guarantor from the terms of this deed.
- (d) The obligations of the Guarantor where there is more than one are joint and several.
- (e) The guarantee given in favour of the Supplier is unlimited save to the amount or amounts referred to or recoverable by the Supplier from the Guarantor pursuant to clause 3 hereof.

3. Guarantee and Indemnity

In consideration of the Supplier granting credit accommodation to the Customer or supplying product or services to the Customer, the Guarantor:-

- (a) Guarantees:-
 - (i) the payment of all the Purchase Price and/or all monies due to the Supplier; and
 - (ii) the observance and performance by the Customer of the Customer's covenants

AND

- (b) Indemnifies the Supplier from and against:-
 - (i) All loss, damage, costs, expenses suffered or incurred by the Supplier by reason of any breach of the Customer's covenants; and
 - (ii) all actions claims and demands which may be instituted or made against the Supplier by any person in relation to this deed

AND the Guarantor COVENANTS AND AGREES with the Supplier as follows:-

- (c) if there is a default in the payment of the Purchase Price or any installment of the Purchase Price or any other money due or payable pursuant to this deed, to pay the same on demand to the Supplier.

4. Remedy Breaches Of Customer's Covenants

If there is any breach of the Customer's Covenants then upon notice from the Supplier immediately to remedy that breach.

5. Continuing Guarantee

The obligations of the Guarantor under this deed are an irrevocable and continuing guarantee and the Guarantor will not be wholly or partially released by:-

- (a) the payment of any money to the Supplier;
 - (b) the performance and observance of any of the Customer's Covenants; or
 - (c) any other matter or thing,
- and bind the Guarantor until the Supplier releases the Guarantor from the terms of this deed.

6. Matters Not To Affect Guarantee

The liability of the Guarantor under this deed will not be affected by:-

- (a) the granting of time or other indulgence or consideration by the Supplier to any person;
- (b) any subsequent transaction or arrangement between the Supplier and any other person;
- (c) the Supplier becoming a party to or bound by any compromise assignment of property scheme of arrangement composition of debts or scheme of reconstruction in respect of any property or any person;
- (d) the Supplier failing or neglecting to recover any moneys owing to the Supplier;
- (e) the Supplier failing or neglecting to exercise any of the Supplier's Powers;
- (f) any amendment variation extension release discharge abandonment or assignment of this deed between the Customer and the Supplier;
- (g) any act, omission, laches or default on the part of the Supplier whereby the liability of any person to the Supplier would but for this provision have been affected released or discharged;
- (h) the death or incapacity or notice to the Supplier of the death or incapacity of any person;
- (i) the bankruptcy of any person or the winding up or liquidation of any company;
- (j) the dissolution or alteration in the composition of any partnership; or
- (k) the release or discharge by the Supplier of any property or any person from any of the Customer's Covenants.

7. No Obligation to Proceed under Other Securities

The Supplier will be under no obligation to marshal in favour of the Guarantor this deed or the property the subject of this deed.

8. Receipt Of Moneys By Supplier

Until:-

- (a) the Supplier has received all the Purchase Price or all other monies due under any agreement with the Customer;
- (b) no present future or contingent liability is outstanding under this deed; and
- (c) all the other Customer's Covenants present and future have been performed and observed,

the Guarantor will not be entitled on any grounds directly or indirectly to claim the benefit of:-

- (a) this deed; or
- (b) any distribution dividend or payment arising out of or relating to:-
 - (i) the liquidation official management compromise arrangement amalgamation reconstruction winding up or dissolution of any corporation; or
- (ii) the assignment for the benefit of creditors arrangement or composition with creditors or the bankruptcy or death or any person, in competition with the Supplier so as to diminish any distribution dividend or payment which but for that proof the Supplier would otherwise have been entitled to receive.



9. Power Of Attorney

The Guarantor IRREVOCABLY APPOINTS the Supplier (and where the Supplier is a corporation then every manager and other officer of the Supplier for the time being authorised in that behalf by the Supplier) to be the true and lawful attorney for the Guarantor in its name and on its behalf and as the act and deed of the Guarantor to exercises any of the Supplier's Powers capable of being exercised in the name of the Guarantor and to prove for all moneys owing to the Guarantor by any party to this deed other than the Supplier and to retain or appropriate at the Supplier's discretion any amounts so received towards the Purchase Price.

10. Transaction Affecting Moneys Secured Void Or Voidable

If any claim is upheld conceded or compromised that any transaction affecting in any way the Purchase Price or the observance or performance of the Customer's Covenants is void or voidable then:-

- (a) the Supplier will become entitled against the Guarantor to all rights in respect of the Purchase Price or other monies or so much as is the subject of the claim or compromise or the observance and performance of the other Customer's Covenants as if that transaction had not taken place;
- (b) the Guarantor will on request do all acts and things and sign all documents as the Supplier requires to restore the Supplier into the position held by it from the Guarantor immediately prior to that transaction; and
- (c) the Supplier will be entitled to recover from the Guarantor all costs and expenses incurred by the Supplier in respect of any negotiations or proceedings relating to that claim and any documents requested by the Supplier of the Guarantor following that claim.

11. Certificate To Be Prima Facie Evidence

A certificate signed by the Supplier stating the amount of the balance of the Purchase Price or details of the breach of any of the Customer's Covenants at the date of that certificate will be prima facie proof of those facts.

12. Variation Of Securities

The Supplier may amend vary extend or agree to any amendment variation or extension of this deed and may transact any business with for or on account of any person so that the obligations of the Guarantor under this deed extend to cover all agreements in force between the Supplier and any other person under this deed.

13. Further Indemnity

If for any reason the Supplier is unable to recover from any person including the Customer, any of the Purchase Price or other moneys or enforce the remedy of any other breach of the Customer's Covenants then the Guarantor as a separate and additional agreement INDEMNIFIES the Supplier in respect of those moneys and the breach of those covenants and as a principal obligation agrees with the Supplier to pay to the Supplier on demand a sum equivalent to the aggregate of those moneys and the loss damage costs and expenses suffered or incurred by the Supplier in respect of the breach of those covenants and the other provisions of this deed shall apply as far as is possible to the indemnity conferred upon the Supplier by this clause.

14. Assignment By Supplier

The Supplier may assign the rights and the benefit of the covenants and agreements of the Guarantor under this deed.

15. References

References in this Guarantee to documents and terms are the same as references in the attached Credit Application to documents and terms but, where there is a difference, then the terms of this Guarantee shall apply. Reference to the following shall mean:

- (a) "**Purchase Price**" shall mean the price specified in any purchase order received by the Supplier from the Customer.
- (b) "**Other Monies**" shall mean all other monies (other than the Purchase Price) arising out of any document or agreement between the Customer and the Supplier.
- (c) "**Customer's Covenants**" shall mean those covenants contained in any agreement between the Customer and the Supplier including, but not limited to the Credit Application and the Terms and Conditions as have been provided or may appear on the Supplier's Website www.accgroup.com.au or in any other service agreement or credit application.
- (d) Terms and Conditions are available from our website www.accgroup.com.au or by hyperlink <http://www.accgroup.com.au/forms> or which are available on request.

The abovementioned information is true and correct in every respect. We acknowledge Accelerate Group Pty Ltd's Terms and Conditions and agree they are applicable to all orders placed with Accelerate Group Pty Ltd and its related body corporates on and from 1 January 2012 and we have received a copy or are aware of those Terms and Conditions having reviewed the same on the Website.

Guarantors

Guarantor 1

Signature

Name

Position

Date

on behalf of the Entity and as Guarantor

Guarantor 2

Signature

Name

Position

Date

on behalf of the Entity and as Guarantor