

## CREDIT APPLICATION (14 DAYS)

### STRICTLY CONFIDENTIAL

*Please complete, sign and return this form along with your credit references and financial statement.  
 Fax forms and purchase orders to 02 8848 0476*

### Company structure

Corporation  (Complete sections 1, 2, 3 & 4) Sole trader  Partnership  Other  (Complete sections 3, 4 & 5)

### 1. Company information

Business trading name					
Registered business name					
Date of incorporation				Number of employees	
If a subsidiary, full name of parent company					
Type of business			ACN		ABN
Business premises	Freehold <input type="checkbox"/>	Leasehold <input type="checkbox"/>	Rented <input type="checkbox"/>	Is company acting as a trustee?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Delivery street address			State		Post code
Postal address			State		Post code
Company phone no.				Fax no.	
Primary contact person				Position / Title	
Direct line phone no.				Mobile phone	
Email address					
Website address					

### 2. Directors

#### Director 1

Full name					
Home street address					
Suburb			State		Post code
Home phone				Mobile	
Driver license no.			State		Expiry date

**Director 2**

Full name					
Home street address					
Suburb		State		Post code	
Home phone		Mobile			
Driver license no.		State		Expiry date	

**Director 3**

Full name					
Home street address					
Suburb		State		Post code	
Home phone		Mobile			
Driver license no.		State		Expiry date	

*If company has more than three Directors, please provide their details at the bottom of page 6.*

**3. Financial information**

Current assets	\$	Current liabilities	\$
Fixed assets	\$	Long term liabilities	\$
Investments	\$	Shareholder's funds	\$

**4. Invoices and accounts**

Please list below the contact details of the person invoices and statement of accounts should be addressed to.

Primary contact person		Position / Title	
Company phone		Mobile phone	
Do you wish to receive invoices by email?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, state preferred method:	Fax <input type="checkbox"/> Post <input type="checkbox"/>
Confirm email address			

## 5. Sole traders and partnerships

Business trading name			Date business commenced	
Type of business		BRN		ABN
Business premises	Freehold <input type="checkbox"/> Leasehold <input type="checkbox"/> Rented <input type="checkbox"/>		Number of employees	
Delivery street address		State		Post code
Postal address		State		Post code
Business phone no.			Fax no.	
Primary contact person			Position / Title	
Direct phone line			Mobile phone	
Email address				
Website address				

### **Proprietor / Partners (1)**

Full name				
Home street address				
Suburb		State		Post code
How long at this address?		If less than 3 years, please provide previous address below		
Previous street address				
Previous suburb		State		Post code
Home phone		Mobile		
Email address				
Driver license no.		State		Expiry date

### **Proprietor / Partners (2)**

Full name				
Home street address				
Suburb		State		Post code
How long at this address?		If less than 3 years, please provide previous address below		
Previous street address				
Previous suburb		State		Post code
Home phone		Mobile		
Email address				
Driver license no.		State		Expiry date

**Proprietor / Partners (3)**

Full name					
Home street address					
Suburb		State		Post code	
How long at this address?		If less than 3 years, please provide previous address below			
Previous street address					
Previous suburb		State		Post code	
Home phone		Mobile			
Email address					
Driver license no.		State		Expiry date	

***If company has more than three Proprietors or Partners, please provide their details below.***

*All applicants must complete this page*

### Business details

How long has business been established?		How long current owner?	
Franchisor/Franchisee	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Trading Bank		Branch	BSB
Account name		Account number	

### Trade references

Please provide at least three (3) other companies that your business has established credit with previously.

#### Referee 1

Company name		Contact person's name	
Address			
Suburb		State	Post code
Phone		Mobile	
Email address			
How long have you had established credit with this company?		Terms of credit	

#### Referee 2

Company name		Contact person's name	
Address			
Suburb		State	Post code
Phone		Mobile	
Email address			
How long have you had established credit with this company?		Terms of credit	

#### Referee 3

Company name		Contact person's name	
Address			
Suburb		State	Post code
Phone		Mobile	
Email address			
How long have you had established credit with this company?		Terms of credit	

## Privacy

At Northern Freight Services, we are committed to your privacy. Our policy in the handling of personal information is to comply with the National Privacy Principles for the fair handling of personal information as set out in the Privacy Act 1988 (as amended).

In accordance with those principles and the company's privacy policy, persons will be given access to their personal information on request. We use the types of personal information collected for the purpose of enabling us to supply you with our products and/or services and for assessing Applications for Commercial Credit, managing accounts and if necessary insuring risk in collecting debts.

This information may be disclosed to our related associated companies, contractors, other credit providers whether or not your account is overdue and if necessary, our risk insurers, debt collectors and Credit Reporting Agencies. If all or part of the information requested is not provided we may not be able to supply you with our goods and/or services and we may not be able to process any application for Commercial Credit. If you have any questions or concerns about our privacy policy, please direct your requests to Company Privacy Officer.

## Acknowledgement

1. The applicant acknowledges that he or she has received a copy of the Northern Freight Services (NSW) Pty Ltd Terms of Trade prior to signing this Credit Application.
2. The person signing this Credit Application hereby warrants that he or she has read and fully understands the nature of and effect of the Northern Freight Services Terms of Trade and
  - a) He or she has the authority to sign on behalf of and bind to the applicant;
  - b) The information provided is true and correct in every detail;
  - c) He or she agree(s) to provide such updated and regular financial information and trading information that Northern Freight Services may reasonably require from time to time;
  - d) He or she irrevocably grant permission to Northern Freight Services before during and after the provision of credit facilities, to give and receive information about the applicant to and from any credit provider bank or financial institution or any other corporation, association or person in accordance with the Privacy Act 1988(as amended), or otherwise. This information may concern the applicants' consumer credit and or / commercial credit arrangements, may consist of credit reports and other credit and trading information concerning the applicant and its business, and may be used to assist or review at any time this Credit Application, or to collect any overdue debts, and /or to provide credit references in accordance with the provisions of the Privacy Act 1988 (as amended), or otherwise;
  - e) He or she hereby indemnifies Northern Freight Services in respect of any claims or actions arising out of obtaining or providing information concerning the applicant.

### SIGNED BY APPLICANT

X

.....  
 Signature  
 Full name: .....

.....  
 Position  
 Date: .....

### APPLICANT'S WITNESS

X

.....  
 Signature  
 Full name: .....

.....  
 Position  
 Date: .....

## TERMS & CONDITIONS OF TRADE

### 01. DEFINITIONS

In these conditions:

"Carrier" means NORTHERN FREIGHT SERVICES ABN 18 163 011 461 and its servants and agents;

"Consignor" means the Person with whom or on whose behalf this Contract is made;

"Goods" means the cargo accepted from the Consignor and includes any container, packaging, pallets or other equipment or material supplied by or on behalf of the Consignor;

"Person" includes a body politic or corporate as well as an individual;

"Services" means the services undertaken by the Carrier in connection with the Goods including but not limited to procuring the carriage, the carriage, transport, storage, packing, unpacking, loading and unloading of the Goods;

"Subcontractor" includes any Person who, pursuant to a contract or arrangement with any other Person (whether or not the Carrier), performs or agrees to perform the Services or any part of the Services.

### 02. STATUS OF CARRIER

The Carrier is not a common carrier and will not accept liability as such. The Carrier reserves the right to refuse to perform any part of the Services in connection with the Goods at its discretion.

### 03. APPLICATION OF TERMS AND CONDITIONS

03.1 These Terms and Conditions will apply to this Contract notwithstanding any terms appearing in documentation provided by or on behalf of the Consignor which terms are expressly negated.

03.2 Unless otherwise agreed in writing by the Carrier, these Terms and Conditions are incorporated into all agreements by the Carrier to provide the Services to the Consignor.

### 04. CONSIGNOR'S WARRANTY

The Consignor warrants that it is either the owner of the Goods, or the authorised agent of the owner of the Goods with authority to bind the owner to this Contract; or otherwise has authority to arrange the carriage of the Goods under this Contract.

### 05. COMPLIANCE WITH RELEVANT LAWS

05.1 The Consignor warrants that the Goods comply with all laws and regulations including those relating to the nature, packaging, labelling, storage and carriage of the Goods and that the Goods are packaged in a manner adequate to withstand the ordinary risks of storage and/or carriage having regard to their nature.

### 06. DANGEROUS GOODS

06.1 The Consignor warrants that the Goods are fully described in writing in the space provided in the Consignment Note, including the name, nature and value of:

(a) Goods subject to special rates of carriage; or

(b) Goods of a noxious, hazardous or inflammable nature; or

(c) Goods capable of causing damage or injury to any other Goods or to any Person or animal or to any store, vessel, vehicle, aircraft or other conveyance of any kind whatsoever in which they may be loaded, carried packed or stored; and agrees to pay additional freight charges of such Goods if considered necessary by the Carrier.

06.2 If, in the opinion of the Carrier, such Goods are or are liable to become of a noxious, dangerous, hazardous or inflammable nature or capable of causing damage or injury, the Carrier may at any time destroy, dispose of, abandon or render harmless such Goods without compensation to the Consignor and without affecting in any way the Carrier's right to any charges under this Contract.

### 07. SUBCONTRACTORS

07.1 The Carrier reserves the right to subcontract the supply of all or any part of the Services and any Clause in this Contract, which limits the liability of the Carrier to the Consignor, will also extend and apply to any Subcontractor.

07.2 In respect of any interstate or international sea carriage of the Goods, the Carrier will enter the contract of sea carriage with the sea carrier on behalf of and as agent for the Consignor and, in respect of that Contract, the Consignor agrees to be bound by the terms of carriage of the sea carrier.

### 08. CARRIAGE

The Carrier may perform or arrange the performance of the Services by any method or means that the Carrier considers appropriate notwithstanding any instructions from the Consignor that they are to be performed by any other method or means.

### 09. INSPECTION

The Carrier may open any package or other container in which the Goods are placed or carried to inspect the Goods either to determine their nature or condition or to determine their ownership or destination where any consignment note or identifying document or mark is lost, damaged, destroyed or defaced.

### 10. DELIVERY

10.1 The Carrier is authorised to deliver the Goods at the address given to the Carrier by the Consignor.

10.2 The Carrier will be deemed to have satisfied its delivery obligations under this Contract if it delivers the Goods to the address given and obtains from a Person at that address a receipt or signed delivery docket.

10.3 In the event of the Consignee refusing to take delivery, or not being able to take delivery of the Goods, the Carrier is authorised to deliver the Goods to the Carrier's nearest depot at the Consignor's expense to be held there at the sole expense and risk of the Consignor to be collected by the Consignor or Consignee.

## 11. RISK IN GOODS

The Goods will be held and transported by the Carrier at the Consignor's Customers risk and the Carrier has no obligation to insure the Goods.

## 12. LIABILITY OF CARRIER AND CONSIGNOR

- 12.1 Except as otherwise provided by these Terms and Conditions the Carrier will have no obligation or liability of any kind to any Person for any loss or damage or deterioration of the Goods whatsoever, howsoever caused (including but not limited to negligence of the Carrier). Nothing in this paragraph will exclude, restrict or modify any condition or warranty implied in these Terms and Conditions by law where to do so would render this paragraph void.
- 12.2 Subject to Clause 12.1, to the extent permitted by any relevant law, the Carrier's liability (if any) to the Consignor or any other Person for any loss or damage arising out of the performance of this Contract is limited to \$200.
- 12.3 The Consignor agrees to indemnify and to keep the Carrier indemnified against all loss, actions, proceedings, costs, claims and damages arising from any breach by the Consignor of its obligations under this contract.
- 12.4 The Carrier will be entitled to the benefit of all its rights, immunities and limitations of liability under this Contract, despite any breach by the Carrier of any Terms of this Contract and despite the Carrier's liability to account for the loss, damage to or deterioration of the Goods.
- 12.5 Unless notice of the loss, damage to or deterioration of the Goods is given in writing to the Carrier within 21 days after delivery is effected or should have been effected, the Goods shall be deemed to have been delivered in good order and condition.
- 12.6 The Carrier shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss, damage or deterioration of the Goods unless suit is brought within one year after delivery or the date when the Goods should have been delivered.

## 13. COSTS AND CHARGES

- 13.1 The Consignor shall pay any additional costs or charges (including but not limited to customs duty, excise duty, wharf storage charges, bond charges), which the Carrier becomes liable to pay, or, if paid by the Carrier, shall be reimbursed upon demand to the Carrier by the Consignor.
- 13.2 The Carrier's charges shall be considered earned as soon as the Goods are loaded and dispatched whether or not the Goods are delivered to the Consignee and whether or not damaged, lost or otherwise.
- 13.3 The Carrier may make an additional charge in respect of any delay in excess of thirty minutes in loading or unloading the Goods occurring for any reason other than from the default of the Carrier.

## 14. STORAGE

Where the Carrier stores the Goods for the Consignor the Carrier may, by notice in writing, request that the Consignor remove the Goods. Within seven days from the date such notice is delivered to the Consignor's last known address, the Consignor must remove the Goods. If the Consignor fails to do so, the Carrier may remove the Goods and store them in

such manner and in such place as the Carrier thinks appropriate at the expense and risk of the Consignor.

## 15. PAYMENT AND LIEN

- 15.1 The Consignor must pay the Carrier within seven days from the date of the invoice.
- 15.2 Payment must be made by the Consignor to the Carrier in cash or any other form approved by the Carrier in writing.
- 15.3 Any payment outstanding from a body corporate after the due date (specified on the relevant invoice) will, without prejudice to any other right or remedy available to the Carrier, incur interest at the rate of 1.5% per calendar month on the unpaid balance from the due date until the date payment in full is received by the Carrier.
- 15.4 The Carrier reserves the right to retain possession of the Goods until it receives payment of any sum due to it under this Contract.

## 16. REPRESENTATIONS

Other than expressly set out in this Contract, the Carrier has not made any representations or given any promise or undertaking on which the Consignor has relied.

## 17. ALTERATION

This Contract may be altered only in writing signed by each party.

## 18. GOVERNING LAW AND JURISDICTION

- 18.1 This Contract is governed by the law applicable in the state of NSW.
- 18.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of NSW.

## 19. SEVERABILITY

Part or all of any provision of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining provisions of this Contract continue in force.

## 20. WAIVER

The failure of a Party at any time to require performance of any obligation under this Contract is not a waiver of that Party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligation under this Contract.