

# CREDIT APPLICATION FORM

Elevate Survey Supplies

Please complete and return by email to [admin@elevatesurvey.com.au](mailto:admin@elevatesurvey.com.au)

## Business Contact Information

Trading Name: \_\_\_\_\_ ACN/ABN: \_\_\_\_\_

Registered Trading Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Date Business Commenced: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Anticipated Monthly Spend: \$ \_\_\_\_\_

## Accounts Payable Information

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Email for Invoices (if different): \_\_\_\_\_

Email for Statements (if different): \_\_\_\_\_

## Order Processing

Please select your company requirements for processing of orders:

- PDF document of purchase order required
- Purchase order number required only
- No purchase order required — the online order number will be used as reference

**Note:** Orders received without required information will be placed on hold.

## Owner / Partner / Director's Details

Full Name	Residential Address	Telephone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

### Trade References

Please provide the details of three (3) trade references.

#### Reference 1

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_

#### Reference 2

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_

#### Reference 3

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_

## TERMS AND CONDITIONS OF CREDIT

### IMPORTANT NOTICE TO APPLICANT:

By signing this Credit Application, you acknowledge that you have read these terms and are aware of the following key terms which may be prejudicial to you:

- **Personal guarantee.** Directors/owners personally guarantee all debts (clause 6).
- **Retention of title.** We retain ownership of products until paid in full (clause 4).
- **PPSA security interest.** We may register a security interest on the PPSR (clause 5).
- **Late payment fees.** 2.5% per month interest on overdue invoices, plus recovery costs (clause 2).
- **Credit checks.** We will conduct credit checks through CreditorWatch or equivalent (clause 8).
- **Terms may change.** We may vary these terms upon reasonable written notice (clause 9).

The term "Customer" refers to the applicant, including all Owners, Partners, and Directors listed, unless otherwise agreed in writing by Elevate Survey Supplies (ABN: 89 606 198 420).

These terms are supplementary to our **Terms and Conditions of Sale, Returns and Refunds Policy, Delivery Policy, and Privacy Policy**, all at [www.elevatesurvey.com.au](http://www.elevatesurvey.com.au). In any inconsistency, these credit terms prevail on credit matters; the T&Cs of Sale prevail otherwise.

### 1. Acceptance

1.1 These conditions are deemed accepted from the date of the first invoice issued to the Customer's credit account.

1.2 Any changes made by the Customer to these printed terms will result in automatic rejection of the application.

### 2. Payment Terms

2.1 Payment is strictly net thirty (30) days from end of month statement, unless otherwise agreed in writing.

2.2 The Customer must pay in full (including GST) within the agreed terms.

2.3 If the Customer does not pay within terms, Elevate may:

- (a) charge interest of 2.5% per month on each unpaid invoice, calculated daily;
- (b) suspend the credit account and refuse further orders;
- (c) withdraw or reduce the credit facility without notice;
- (d) require pre-payment or COD for future orders;
- (e) recover all costs (including legal costs on solicitor-client indemnity basis and debt collection fees); and
- (f) register a default with any credit reporting agency.

2.4 The Customer is not entitled to set off, deduct, or withhold any amount owing.

2.5 Elevate may allocate any unidentified payment against any outstanding invoice at its discretion.

### 3. Credit Facility

3.1 Elevate may refuse to extend further credit at any time, at its sole discretion, without reason.

3.2 Elevate may review, vary, or withdraw the credit facility upon reasonable notice.

### 4. Ownership, Property and Risk

4.1 Title shall not pass until all monies owing to Elevate on any account have been paid in full.

4.2 Risk passes on delivery. The Customer must insure products from delivery at its cost.

4.3 Until title passes, the Customer:

- (a) holds products as bailee and must store them separately, clearly identified as Elevate's property;
- (b) may sell in ordinary course of business as agent for Elevate, accounting for proceeds in a separate bank account;
- (c) must not grant any security interest or encumbrance without Elevate's written consent; and
- (d) grants Elevate an irrevocable licence to enter premises for inspection and repossession.

**4.4** Elevate may repossess and sell products upon default, insolvency, administration, receivership, or liquidation.

**4.5** These provisions apply notwithstanding any credit arrangement.

## **5. Personal Property Securities Act 2009 (PPSA)**

**5.1** The Customer acknowledges these terms create a PMSI in favour of Elevate under the PPSA.

**5.2** The Customer consents to Elevate registering a financing statement on the PPSR.

**5.3** The Customer waives its right to receive a verification statement under section 157 of the PPSA.

**5.4** The parties contract out of PPSA sections: 95, 96, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142, and 143, to the extent permitted by section 115(1).

**5.5** The Customer agrees to do all things necessary to give effect to this clause.

**5.6** The Customer must not register a financing statement over the products in favour of any third party without Elevate's consent.

**5.7** Neither party will disclose information described in section 275(1) of the PPSA unless required by law.

## **6. Personal Guarantee and Indemnity of Directors**

**6.1** Each person named in the Owner/Partner/Director's Details section personally and unconditionally guarantees all amounts owed by the Customer.

**6.2** Where there is more than one Guarantor, they are jointly and severally liable.

**6.3** Each Guarantor indemnifies Elevate against all loss, cost, and expense (including legal costs on indemnity basis) from the Customer's failure to pay.

**6.4** The Guarantor's obligations:

(a) are not affected by extensions of time, waivers, variations, partial payments, or release of other guarantors;

(b) are not discharged by changes in trading structure, name, or ownership;

(c) continue until all amounts are paid in full; and

(d) are binding on the Guarantor's estate.

**6.5** Directors remain personally liable until a new credit account is opened in the new entity's name.

**6.6** Each Guarantor acknowledges the opportunity to obtain independent legal and financial advice.

## **7. Returns and Consumer Guarantees**

**7.1** Returns are governed by our Returns and Refunds Policy at [www.elevatesurvey.com.au/return-policy](http://www.elevatesurvey.com.au/return-policy).

**7.2** The Customer must inspect products upon delivery and notify Elevate of issues within 7 days (per T&Cs clause 5.6).

**7.3** Nothing in this clause excludes rights under the Australian Consumer Law that cannot be lawfully excluded.

## **8. Privacy and Credit Reporting**

**8.1** The Customer and each Guarantor consent to Elevate collecting, using, and disclosing personal information for creditworthiness assessment, account management, debt recovery, and as described in our Privacy Policy.

**8.2** The Customer and each Guarantor consent to Elevate:

(a) obtaining credit reports from credit reporting agencies;

(b) disclosing default information if payments are overdue by 60+ days; and

(c) exchanging credit information with the listed trade references.

**8.3** This consent is given under the Privacy Act 1988 (Cth) and Australian Privacy Principles.

**8.4** If providing personal information about others, you confirm you have obtained their consent.

## **9. Contingencies**

**9.1** Any charge, duty, tax, or impost levied after acceptance of an order due to new legislation or government action shall be the Customer's account.

## **10. Variation**

**10.1** Elevate may vary these terms upon reasonable written notice (including by email). Variations apply to transactions after notification.

**10.2** No variation by the Customer is binding unless agreed in writing by Elevate.

## **11. Governing Law and Dispute Resolution**

**11.1** These terms are governed by the laws of Western Australia. Both parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

**11.2** Disputes will be resolved per the Terms and Conditions of Sale (clause 14).

## **12. Proportionate Liability**

**12.1** A party's liability shall be reduced proportionately to the extent the other party or any third party caused or contributed to such loss.

## DECLARATION AND SIGNATURE

I/We, being authorised to sign on behalf of the Customer, apply for a credit account with Elevate Survey Supplies and:

- (a) acknowledge that I/we have read, understood, and agree to be bound by these Terms and Conditions of Credit, the Terms and Conditions of Sale, the Returns and Refunds Policy, the Delivery Policy, and the Privacy Policy;
- (b) personally guarantee payment of all amounts owed in accordance with clause 6;
- (c) consent to credit checks and credit reports as described in clause 8;
- (d) warrant that all information provided is true and correct;
- (e) undertake to notify Elevate within 30 days of any material change to legal structure, management, ownership, or control; and
- (f) acknowledge that I/we have been given the opportunity to obtain independent legal and financial advice.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Any changes made to the above will result in the Credit Application being automatically rejected. If you have questions, please call (08) 6507 2948.**

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