

CLUB WAREHOUSE AUSTRALIA PTY LTD (ABN: 29 498 168 477)

Unit 122-123, Axxess Corporate Park, 45 Gilby Road, Mount Waverley, Victoria 3149

Tel: +61 3 9550 9600 Email: accounts@clubwarehouse.com.au

CREDIT ACCOUNT APPLICATION, TERMS AND CONDITIONS

HOW TO COMPLETE YOUR APPLICATION

1. Complete the Section of Part 2 which applies to you and complete Parts 3 and 4;
2. Sign Part 6; and
3. Mail the completed and signed Form to: accounts@clubwarehouse.com.au

Please note accounts will not be opened until a complete executed application is received, credit checks have been completed, and credit approval is granted.

Part 1 - Supplier			
In this form, Supplier means any of Club Warehouse Australia Pty Ltd ABN 23 627 280 906 (Club Warehouse, we or us) and its related bodies corporate (as defined in the <i>Corporations Act 2001</i> (Cth) (as amended)), and any of their successors or assigns, and Conditions mean the Credit Conditions and the Supply Conditions. If your application for credit is approved, we will notify you of that approval and the credit limit which applies to your account (which may differ from the amount requested by you in this Form).			
Part 2 - Customer - complete the section below which applies to you			
Section 2.1: Customer is an individual (sole trader)			
Customer name (as recorded in driver licence)			
Date of birth (as recorded in driver licence)			
Registered business name (if any)			
Customer street address			
Customer postal address			
Customer contact details	Email	Telephone	Mobile
Section 2.2: Customer is a company			
Customer name (as recorded in its constitution or equivalent document)		Customer ACN (if any) or ARBN (if any)	Customer ABN (if any)
Registered business name (if any)			
Customer street address			
Customer postal address			
Customer contact details	Name of contact person	Telephone	Email

Section 2.3: Customer is a partnership			
Name of Partnership			
ABN of Partnership (if any)			
<p><i>Details of Partners</i></p> <p><i>If partner is an individual – provide full name and date of birth (each as recorded in driver licence)</i></p> <p><i>If partner is a company or other body corporate – provide ACN or ARBN. If no ACN or ARBN, provide full name as recorded in company's or body's constitution or equivalent document.</i></p>	Partner 1 details:	Partner 2 details:	Partner 3 details:
Registered business name (if any)			
Customer street address			
Customer postal address			
Customer contact details	Name of contact person	Telephone	Email
Section 2.4: Customer is the trustee of a trust - if you are a trustee, complete this section in addition to one of Section 1, 2 or 3			
Name of Trust		ARSN (if any) or ABN (if any) of Trust	
<p><i>Details of Trustee</i></p> <p><i>If there is more than one trustee, include details for each trustee.</i></p> <p><i>If trustee is an individual – provide full name and date of birth (each as recorded in driver licence)</i></p> <p><i>If trustee is a company or other body corporate – provide ACN or ARBN. If no ACN or ARBN, provide full name recorded in company's or body's constitution or equivalent document.</i></p>	Trustee 1 details:	Trustee 2 details:	
Registered business name (if any)			
Customer street address			
Customer postal address			
Customer contact details	Name of contact person	Telephone	Email

Part 3 - Details of directors, shareholders and trust beneficiaries			
<i>Name of or director, shareholder or trust beneficiary</i>	<i>Address</i>	<i>Phone</i>	<i>DOB</i>
Part 4 - Requested credit limit, banking details and trade referees			
Requested credit limit:	\$ (per month)		
Banking details:	Bank:	BSB:	Account No:
Trade referees (x3):	Name:	Phone:	Contact:
	Name:	Phone:	Contact:
	Name:	Phone:	Contact:
Part 5 - Credit Conditions			
1.	Customer warrants that all the information provided by it in this application is accurate, correct and complete as at the date signed by Customer. If at any future time there is any change to the information regarding Customer provided by it in this form, Customer agrees to notify CLUB WAREHOUSE AUSTRALIA PTY LTD (Supplier) of the change immediately.		
2.	CLUB WAREHOUSE AUSTRALIA PTY LTD may accept or reject the application for credit made in this form in its absolute discretion. Customer agrees that it is not entitled to any credit unless and until it receives notice in writing from CLUB WAREHOUSE AUSTRALIA PTY LTD that credit has been approved and the maximum amount of credit approved (Credit Limit). Until Customer receives such notice, any goods or services that are to be supplied to Customer by Supplier and any equipment to be hired to Customer by Supplier will only be provided on a cash in advance basis.		
3.	Customer agrees that the Credit Limit is a maximum limit, and Customer is required to ensure at all times that the aggregate amount of all outstanding invoices issued by Supplier to Customer is less than the Credit Limit. If the aggregate amount of all outstanding invoices reaches (or, with the further supply of goods or services or the further hire of equipment, would reach) the Credit Limit, then any goods or services that are to be supplied to Customer by Supplier and any equipment to be hired to Customer by Supplier will only be provided on a cash in advance basis.		
4.	Customer may apply to increase or reduce the Credit Limit at any time in writing. CLUB WAREHOUSE AUSTRALIA PTY LTD may agree or refuse to increase the Credit Limit in its absolute discretion and, if it agrees, on such conditions as CLUB WAREHOUSE AUSTRALIA PTY LTD requires (for example, the provision of a bank guarantee or, if not previously provided, the provision of a guarantee and indemnity by officer(s) or shareholder(s) of Customer or by beneficiaries of the trust of which Customer is trustee). CLUB WAREHOUSE AUSTRALIA PTY LTD may reject an application to reduce the Credit Limit if the requested Credit Limit is less than the aggregate amount payable by Customer under outstanding invoices issued by Suppliers to Customer.		
5.	If Customer's application for credit is approved, then:		
(a)	All invoices of a Supplier to Customer must be paid in full within 30 days after the date of invoice. Credit, and the delivery of goods and/or services, and/or the hire of equipment, by Supplier to Customer, may be suspended if payment is not made when due.		
(b)	If Customer defaults in making any payment when due, then all money payable to Supplier by Customer becomes immediately due and payable.		
(c)	Supplier may charge interest at the rate of 2.0% per calendar month on all amounts due to it from Customer which remain unpaid, from the due date for payment until the date payment is received.		
(d)	A dishonour fee of \$25.00 is payable by Customer in respect of any cheque received from Customer which is not honoured upon presentation.		
(e)	Customer is liable for all costs, charges and expenses incurred by Supplier in recovering any outstanding monies including debt collection agency fees, administration fees and legal costs (on a full indemnity basis). Such amounts must be paid by Customer on demand.		
(f)	The credit granted to Customer may be reduced, suspended until further notice, or terminated at any time by CLUB WAREHOUSE AUSTRALIA PTY LTD by written notice to Customer. If credit is terminated, all money payable by Customer to any Supplier becomes immediately due and payable.		
(g)	CLUB WAREHOUSE AUSTRALIA PTY LTD may at any time impose as a condition precedent to the granting of any further credit or the maintenance of the existing credit limit, the requirement that Customer gives or procures such security or additional security as is required by CLUB WAREHOUSE AUSTRALIA PTY LTD in its absolute discretion. Supplier is entitled to withhold the supply of goods and/or services and/or the hire of equipment until such security or additional security is provided.		
(h)	If any invoice issued by Supplier to Customer is overdue, Supplier may refuse to supply any goods and/or services and/or hire any further equipment (in each case) on credit until no such invoices are overdue.		
(i)	Supplier, in its absolute discretion, may suspend the provision of goods and/or services and the hire of equipment by the Supplier to Customer at any time if the Supplier believes that Customer is unable or unwilling to pay an amount to any Supplier when due.		
(j)	CLUB WAREHOUSE AUSTRALIA PTY LTD may amend or replace these Credit Conditions in its absolute discretion by providing prior written notice to Customer, which notice may be endorsed on or accompany an invoice, statement, correspondence or other document provided to Customer. The amended or replacement Credit Conditions apply with effect from the date stipulated in the notice (which must be no earlier than the date the notice is given to the Customer) and do not affect accrued rights and obligations.		

Part 6 - Signing by Customer - complete the section below which applies to you

Section 6.1: Customer is an individual (sole trader) or an individual acting as trustee of a trust

Signed by

(insert name of Customer)

in the presence of:

Signature of witness

(insert name of witness)

Signature of Customer

Section 6.2: Customer is a company or a company acting as trustee of a trust

Executed by

(insert name of Customer)

in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Full name (print)

Signature of Director/Company Secretary

Full name (print)

Section 6.3: Customer is a partnership

Executed by

(Insert name of Partnership)

by each of its partners

Signature of Partner

Name of Partner

Signature of Partner

Name of Partner

Part 7 - Supplier use only

Credit checks completed (insert date):

Account number:

Credit limit approved:

Customer notification sent (insert date):

Approved in accordance with delegated authority:

Signature: _____

Name: _____

Position: _____

Date: _____