

**CONTAINER CARTAGE PTY LTD**

ACN: 627 573 175

ABN: 77 627 573 175

Mobile: 0422 400 977

Email: [Accounts@containercartage.com.au](mailto:Accounts@containercartage.com.au)

P.O. Box 463 Browns Plains QLD 4118

**CONTAINER  
CARTAGE**

Project Works &amp; General Freight

**STRICTLY CONFIDENTIAL**  
All details must be inserted  
If not applicable write N/A

# Credit Application

Office use – Account Code

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**ABN –**

ACN -

<b>Trading name.</b>						
<b>Phone no.</b>						
<b>Email.</b>						
<b>Trading address.</b>				<b>Postcode.</b>		
<b>Postal address for statements.</b>				<b>Postcode.</b>		

Will the company be acting on behalf of a Trust or Partnership?

No  please continue to Company Director or Publicly Listed Officer details \_\_\_\_\_Yes  please provide ABN for Trust / Partnership \_\_\_\_\_

Trusts and Partnerships are not legal entities in their own right and must be represented by either the Trustee or Partner.

	Given name.	Surname.	Contact no.	Email.
<b>Manager.</b>				
<b>Accounts Payable Contact Details.</b>				
<b>Freight contact.</b>				

Entity type (please tick)

Sole trader  Partnership  Private company  Public company  Trust  Other 

<b>Type of business.</b>	
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Name, private address &amp; private phone number of proprietors/partners/directors

Name.	Address.	Phone no.
1.		
2.		
3.		

<b>Date business established.</b>	
<b>Monthly credit limit required.</b>	
<b>If branch, head office address.</b>	
<b>If part of group, name of parent company.</b>	

Trade references

Name.	Email Address.	Phone no..

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**CONDITIONS OF CREDIT AND CARRIAGE/STORAGE**

**1. DEFINITIONS**

'Customer' means the applicant for credit whose particulars are set out in this 'Credit Application'.

'Carrier' means Container Cartage Pty Ltd (ABN 77 627 573 175)

'PPSA' means the *Personal Property Securities Act 2009* (Cth) as amended from time to time. Any term defined in the PPSA has the corresponding meaning in these conditions.

**2. GENERAL**

2.1 Unless otherwise agreed in writing by the Carrier, any conditions of a Customer's order inconsistent with these conditions are expressly rejected by the Carrier.

2.2 A quotation provided by the Carrier will not constitute an offer to provide transport services or other goods or services to the Customer. No contract for the provision of transport services or other goods or services will exist between the Carrier and the Customer until a Customer's order has been accepted by the Carrier. The Carrier may, in its absolute discretion, accept or refuse any order submitted by the Customer.

2.3 If there is any variation to any of the information supplied by the Customer to the Carrier, or any change to the structure or nature of the Customer's business (such as the conversion from a partnership to a company), the Customer must immediately notify the Carrier in writing and complete a new 'Application for Trade Credit', which will be considered by the Carrier.

2.4 Where the Customer is a trustee, the Customer agrees to produce a stamped copy of the trust deed (together with any amendments) within seven days of a request by the Carrier. The Customer warrants that it has full power and authority to enter into these conditions on behalf of the trust and agrees to be bound by these conditions both personally and as a trustee, regardless of whether or not it discloses to the Carrier that it is a trustee at the time of entering into these conditions.

**3. CUSTOMER'S WARRANTIES**

The Customer warrants that:

- (a) the information provided in this 'Application for Trade Credit' is complete and correct;
- (b) it is solvent and able to pay its debts as and when they fall due, and will be solvent and able to pay its debts as and when they fall due on each occasion the Customer requests transport services or other goods or services from the Carrier; and
- (c) the directors or proprietors of the Customer have never been bankrupt, nor have they been involved as a director or manager of a company that has been wound up, entered into an arrangement with creditors or had a receiver or receiver and manager appointed.

**4. TERMS OF CREDIT**

4.1 The Customer must pay for all transport services and any other goods or services provided to the Customer within 14 days of invoice date for those services unless otherwise stated on the invoice.

4.2 If the Customer defaults in making any payment in accordance with these conditions, then all money due to the Carrier will immediately become due and payable. The Carrier will be entitled to charge interest at the rate of 1.5% per calendar month compounded monthly on all overdue amounts from the due date for payment until the date of actual payment.

4.3 The Customer must pay any legal costs (on an indemnity basis), collection costs or dishonoured cheque fees incurred in relation to any default in payment by the Customer.

4.4 The Carrier may withdraw or vary the terms of the Customer's credit facilities at any time without notice to the Customer or any guarantor of the Customer.

**5. GRANT OF SECURITY INTEREST**

5.1 The Customer charges and grants a security interest to the Carrier in all of the Customer's right, title and interest in any property whatsoever and wheresoever both present and future as security for the payment of all money that is now or in the future owed by the Customer to the Carrier. As security for the payment of any money that is now or in the future owed by the Customer to the Carrier, the Customer irrevocably appoints as its duly constituted attorney the Carrier's company secretary from time to time to execute in the Customer's name and as the Customer's attorney any real property mortgage, bill of sale or consent to any caveat and to do all things necessary to obtain the registration of any such document. The attorney may exercise any power conferred on the attorney by this power of attorney even if it involves a conflict of duty or the attorney has a personal interest or benefits from doing so and the Customer agrees to ratify anything done by the attorney under this power of attorney.

5.2 The Customer and the Carrier agree that the Carrier is not required to respond to any request made under subsection 275(1) of the PPSA as the response would disclose information that is protected against disclosure by a duty of confidence.

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5.3 Where the Customer has previously entered into an agreement with the Carrier by which the Customer has granted a charge, mortgage, security interest or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in these conditions. The Carrier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

**6. CONDITIONS OF CARRIAGE**

The Carrier is not a common carrier. All services, including but not limited to transport and storage services, provided by the Carrier are subject to the Carrier's Conditions of Carriage as amended or replaced from time to time. **The Customer acknowledges having received and read the Carrier's Conditions of Carriage as in force at the date of signing this 'Credit Application'.**

**7. CERTIFICATE**

7.1 A certificate in writing signed by a director of the Carrier stating money payable by the Customer to the Carrier will be prima facie evidence of the amount payable by the Customer.

7.2 The Customer agrees to accept service of any document required to be served including any notice under these conditions, the Conditions of Carriage or the PPSA or any originating process by prepaid post to any address nominated in this 'Application for Trade Credit' or any other address later notified to the Carrier by the Customer.

**8. ENTIRE AGREEMENT**

8.1 These conditions set out the entire agreement of the parties with respect to the provision of goods and services to the Customer and the provision by the Carrier of credit to the Customer.

8.2 The Carrier will not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of the Carrier by an authorised officer of the Carrier.

**9. LAW**

9.1 These conditions are governed by and are to be construed in accordance with the laws in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

9.2 If a provision of these conditions or its application to a person or circumstances is invalid or unenforceable, then the remaining provisions remain enforceable and unaffected by the modification. If this is not possible, these conditions will take effect as if it did not include the offending provision.

**Privacy Act 1988 –Collection Statement**

Container Cartage Pty Ltd is committed to protecting the privacy of your personal information. Our full privacy policy is found on our website

Our primary purpose for collecting your personal information is to assess your application for credit and, more generally, to provide you with either of packaging, storage, distribution or general freight and transport services. We may also use or disclose the personal information for another purpose such as to keep records of transactions, to assist in future enquiries and to enhance our relationship with you.

If you do not provide us with your personal information, we may not be able to complete your order, assess your eligibility for credit or provide you with our services.

Our usual process of collecting your personal information is to collect it directly from you or your trade references.

Your personal information may be disclosed to other entities such as our subcontractors and agents, other service providers of freight and transport, government bodies (e.g. Centrelink) and insurance providers and brokers.

We do not disclose your personal information to overseas recipients. We do not disclose your credit information to a credit reporting body.

Our detailed privacy policy includes further information on how you can access and seek correction of your personal information and how you can complain about a breach of your privacy. The policy also contains information about how we will deal with a complaint. If you have any concerns about the privacy of your personal information, please contact Troy Wyton Directly on 0422 400 977 or by email at [troy@containercartage.com.au](mailto:troy@containercartage.com.au)

The Customer agrees to be bound by the conditions set out above.

The person/s signing below certify that they are authorised by the Customer to apply for credit and sign this application on its behalf.

**IMPORTANT NOTICE**

By signing this 'Credit Application', you acknowledge that a copy of our Conditions of Carriage has been made available to you and that you have read, understood and agreed to our Conditions of Carriage. In particular, you acknowledge that:

- You should take out your own insurance cover over the goods.
- If both you and the consignee are each operating a business:
  - the goods are at your sole risk and our services are priced on this basis; and
  - we will not accept liability for any loss of or damage to the goods, or any other losses you suffer, regardless of the cause.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_ NAME \_\_\_\_\_ POSITION \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_ NAME \_\_\_\_\_ POSITION \_\_\_\_\_

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**DEED OF GUARANTEE IN FAVOUR OF:** CONTAINER CARTAGE PTY LTD (ABN 77 627 573 175) (Carrier)

The Guarantor/s acknowledge that \_\_\_\_\_ (Customer) has submitted an application to be supplied goods or services (or both) on credit by the Carrier.

In the event that the 'Credit Application' by the Customer is accepted, in consideration of the Carrier agreeing to supply the Customer with goods or services on credit, the Guarantor/s agree with the Carrier as follows:

1. The Guarantor/s will be answerable and responsible to the Carrier for:
  - (a) the due payment by the Customer for all goods or services as the Carrier may from time to time supply to the Customer;
  - (b) any legal costs (on an indemnity basis), collection costs or dishonoured cheque fees incurred by the Carrier as a result of the Customer's failure to pay any amounts due to the Carrier; and
  - (c) the due and punctual observance by the Customer of all its other liabilities and obligations to the Carrier.
2. The Carrier may, in its absolute discretion and without notice to the Guarantor/s, refuse further credit or refuse to supply goods or services to the Customer.
3. This agreement will be a continuing guarantee to the Carrier for all debts whatever and whenever contracted by the Customer with the Carrier in respect of goods or services or both and is irrevocable until discharged pursuant to its terms.
4. The Carrier is at liberty without notice to the Guarantor/s at any time and without in any way discharging the Guarantor/s from their liability under this guarantee to grant time or any other indulgence to the Customer and to accept payment from it in cash or by means of negotiable instruments, and to treat the Guarantor/s in all respects as though the Guarantor/s were jointly and severally liable with the Customer to the Carrier, instead of merely being guarantor/s for the Customer. The Carrier is not obliged to proceed against the Customer or to exhaust any remedies against the Customer but is entitled to demand from the Guarantor/s any payment due to the Carrier by the Customer.
5. This guarantee is entered into by the Guarantor/s in their personal capacity, and not in the capacity as trustee of any trust.
6. This guarantee is not affected and will remain enforceable:
  - (a) if the Carrier does not comply with any law, or with any agreement between the Carrier and the Customer;
  - (b) if the Carrier grants any time, release or other concession to the Customer;
  - (c) if one of the Guarantors or any other party does not execute this guarantee; and
  - (d) in the event of the death, legal incapacity or insolvency of the Customer.
7. Any payment made to the Carrier by the Customer or by the Guarantor/s that is or may be avoided by any statutory provision will be deemed not to have discharged their liability to the Carrier.
8. Until the whole of the Customer's obligations have been paid or satisfied, the Guarantor/s will not either directly or indirectly recover or claim to recover any sum paid under this guarantee and will not claim or receive the benefit of any distribution, dividend or payment relating to the winding up or bankruptcy of the Customer.
9. A certificate in writing signed by a director of the Carrier stating money payable by the Customer to the Carrier will be prima facie evidence of the amount payable by the Guarantor/s pursuant to this guarantee.
10. This guarantee is governed by and is to be construed in accordance with the laws in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.
11. In the event that this guarantee is executed by two or more parties, the liability of the Guarantor/s to the Carrier will be joint and several and that the Carrier may at any time proceed against any or all of the Guarantor/s as the Carrier may choose in its absolute discretion.

**SIGNED SEALED AND DELIVERED BY**

\_\_\_\_\_  
(Signature of Guarantor 1)

\_\_\_\_\_  
(Signature of Witness 1)

\_\_\_\_\_  
(Full Name of Guarantor 1)

\_\_\_\_\_  
(Full Name of Witness 1)

\_\_\_\_\_  
(Address of Guarantor 1)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Guarantor 2)

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Full Name of Guarantor 2)

\_\_\_\_\_  
(Full Name of Witness 2)

\_\_\_\_\_  
(Address of Guarantor 2)

\_\_\_\_\_  
(Date)