



APPLICATION FORM for a TRADING ACCOUNT

Fine Wine Wholesalers Pty Ltd
ABN 21 058 285 046
32 Parkinson Lane, Kardinya WA 6163
Phone: (08) 9314 7133
Fax: (08) 9314 7134
Email: admin@fww.com.au
Web: www.fww.com.au

- Type of account: (Please tick)
- Credit account (Standard terms are 30 days from invoice date)
(Please read and complete sections 1, 2, 3, 3a, 3b & 4)
- COD or pay before delivery account
(Please read and complete sections 1, 2, 3, 3a & 4)

Once fully completed and signed, please fax to (08) 9314 7134
and mail original to: 32 Parkinson Lane Kardinya WA 6163.

GENERAL INFORMATION (All applicants to complete)

TRADING / OUTLET NAME: _____

BUSINESS ADDRESS: _____

POSTCODE _____

POSTAL ADDRESS: _____

POSTCODE _____

TELEPHONE: _____ FAX: _____

WINE BUYER/CONTACT NAME: _____ MOBILE: _____

EMAIL: _____

WEB: _____

LICENSEE OR APPROVED MANAGER: _____

LICENSE TYPE: _____ LIQUOR LICENSE NUMBER : _____

DATE LICENSE GRANTED OR TRANSFERRED: _____

CONTACT FOR ACCOUNTS: NAME: _____

ACCOUNTS PHONE: _____ ACCOUNTS FAX: _____

ACCOUNTS ADDRESS: _____

ACCOUNTS EMAIL: _____

TRADE REFERENCES: (Please exclude Lion Nathan, Fosters, ALM, HLW & Coca Cola as they will not supply references)

1. _____ Contact Name & Ph: _____ APPROX. MTHLY PURCH \$ _____

2. _____ Contact Name & Ph: _____ APPROX. MTHLY PURCH \$ _____

3. _____ Contact Name & Ph: _____ APPROX. MTHLY PURCH \$ _____

4. _____ Contact Name & Ph: _____ APPROX. MTHLY PURCH \$ _____

Do you want a monthly credit limit?: _____ If yes, amount of limit: \$ _____ (maximum per month)

BANKER: _____ BRANCH: (suburb) _____

ACCOUNTANT: _____ TELEPHONE: _____

ADDRESS: _____

EMAIL: _____ MOBILE: _____

Are you a member of a buying group? If yes, which group? _____

DELIVERY DETAILS

TIME RESTRICTIONS: (if applicable): _____

DELIVERY ADDRESS (if not as above): _____

COUNTRY COURIER (if applicable): _____

COURIER PHONE: _____

IF THE CUSTOMER IS A COMPANY (Partnerships and sole traders - see below)

COMPANY NAME: _____ ABN: _____

DIRECTORS (If there are more than 4 directors please attach a separate list)

Full Name Home Address Home Phone Number Mobile

DATE OF INCORPORATION: _____ PLACE OF INCORPORATION: _____

REGISTERED OFFICE ADDRESS: _____ PHONE: _____

AUTHORISED SHARE CAPITAL: _____ PAID UP CAPITAL: _____

IS THE COMPANY A TRUSTEE COMPANY? _____

ULTIMATE HOLDING COMPANY NAME: _____

HAVE ANY OF THE ABOVE DIRECTORS GUARANTEED THIS COMPANY'S DEBT? _____

LIST ANY OTHER TRADING NAMES THE ABOVE COMPANY OWNS OR PART OWNS WITH IN THE LIQUOR INDUSTRY.

LIST THE INVOLVEMENT IN OTHER LIQUOR BUSINESSES YOU OWN OR OPERATE NOW OR HAVE OWNED AND OPERATED IN THE PAST.

Trading Name _____ Year _____ Trading Name _____ Year _____

Trading Name _____ Year _____ Trading Name _____ Year _____

IF THE CUSTOMER IS A PARTNERSHIP (Sole Traders – see below)

PARTNERSHIP NAME: _____

ABN: _____ PHONE: _____

FAX: _____ EMAIL: _____

PARTNERS (If there are more than 4 partners please attach a separate list)

Full Name Home Address Home Phone Number Mobile

LIST THE INVOLVEMENT IN OTHER LIQUOR BUSINESSES YOU OWN OR OPERATE NOW OR HAVE OWNED AND OPERATED IN THE PAST.

Trading Name _____ Year _____ Trading Name _____ Year _____

Trading Name _____ Year _____ Trading Name _____ Year _____

IF THE CUSTOMER IS AN INDIVIDUAL OR SOLE TRADER

BUSINESS NAME: _____ ABN: _____

PHONE: _____ FAX: _____ EMAIL: _____

PROPRIETOR'S NAME: _____ MOBILE: _____

PROPRIETOR'S HOME ADDRESS: _____

HOME PHONE: _____

LIST THE INVOLVEMENT IN OTHER LIQUOR BUSINESSES YOU OWN OR OPERATE NOW OR HAVE OWNED AND OPERATED IN THE PAST.

Trading Name _____ Year _____ Trading Name _____ Year _____

TERMS AND CONDITIONS – CONTRACT OF SUPPLY

Terms and conditions upon which FINE WINE WHOLESALERS PTY LTD referred to and included in the term “The Supplier”, may supply goods and/or services on 30 day credit or COD basis to any person or Corporate Body or Organisation or Institution, hereinafter more particularly referred to and included in the term “The Customer”.

1. TERMS:

That The Customer shall advise in written form any change in the membership of any partnership or company of which The Customer is a member, on the death, insolvency, liquidation, dissolution, official management or bankruptcy of The Customer; of your assent or any composition arrangement or scheme in respect of The Customer and I/we indemnify The Supplier against any loss incurred by it due to any such change of ownership of the purchaser unless written advice of such change is received by The Supplier prior to the first delivery of goods after any change. The Customer agrees to comply with the trading terms of The Supplier. Payment terms are as notified to The Customer by letter subsequent to the account being opened. The payment terms appear on all invoices charged to The Customer. The Supplier reserves the right to alter payment terms at any time and further The Supplier may withdraw credit facilities at any time without prior notice to The Customer. The Supplier and The Customer may agree on a maximum credit limit which shall not be exceeded. The Supplier though, will always reserve its right to vary the credit limit at its discretion. Written submissions with regard to credit limit increases from The Customer will be considered. It is agreed that in the event that The Customer does not make payment in accordance with the terms advised, The Supplier may claim interest equal to 1.125% per month on any amount outstanding for 60 days or more from the date of the invoice on which the debt was originally recorded. Further, The Supplier may without notice terminate the credit facility at which time the amount outstanding together with any interest thereon shall be immediately payable. That The Customer shall submit all claims in written form to the Supplier within 48 hours of the delivery date. That The Supplier will only consider claims for the replacement of product deemed faulty. That The Supplier shall not accept return of special order and/or non-stock items, other than return and/or claims whereby The Supplier is proven to have supplied wrong goods or supplied faulty goods to The Customer. The Customer shall be deemed liable for all and other expenses incurred by The Supplier resultant from order cancellation and/or amendments. That in the event of any charges alleged to be in dispute; The Customer shall pay for all other charges appearing on the invoice or statement of account, pending investigation of the charge or charges so disputed. Any expenses, costs or disbursements incurred by The Supplier in recovering any outstanding monies including debt collection agency fees, commission and any other fees paid to The Supplier’s solicitors (on an indemnity basis) shall be paid by The Customer on an indemnity basis.

2. RETENTION OF TITLE:

- a. It is expressly agreed and declared that the title of the subject goods/product shall not pass to The Customer until payment in full of the purchase price. The Customer shall in the meantime take custody of the goods/product and retain them as the fiduciary agent and bailee of The Supplier.
- b. As long as The Customer owes The Supplier any part of the price of goods/product supplied at any time, The Supplier shall retain the legal title to all goods supplied and not yet used or resold in ordinary course of business. Proceeds of sale of goods/product shall be received by The Customer as agents of The Supplier and on this account, such proceeds to be kept in a separate account or to be accounted for to The Supplier on demand.
- c. The Customer may resell but only as a fiduciary agent of The Supplier. Any right to bind The Supplier to any liability to any third party by contract or otherwise is however expressly negated. Any such resale is to be at arms length and on market terms and pending resale to be kept separate from its own, properly stored, protected and insured.
- d. The Supplier will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such goods/product in trust for The Supplier and will keep such proceeds in a separate account until the liability to The Supplier shall have been discharged.
- e. The Supplier is to have power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by The Customer to the contrary.

3. CAVEAT:

The Customer hereby charges and mortgages in favour of The Supplier to secure the repayment of the debt and all monies which may become owing by The Customer to The Supplier hereunder all The Customer’s estate and interest in all property both real and personal present and future.

The Customer hereby acknowledges receipt of the copy of these terms and conditions and having read and agreed to be bound by them. The Customer further acknowledges that they have had the opportunity of obtaining independent legal advice and that they understand the terms and conditions outlined above.

SECTION 3A

TERMS AND CONDITIONS – CONTRACT OF SUPPLY - ALL APPLICANTS MUST SIGN

CONDITIONS:

- 1. That all information supplied on this Application is true and correct.
- 2. I/We hereby acknowledge that The Supplier accepts no responsibility for unauthorised use of a Credit Account. The onus is on The Customer to use official orders or trustworthy officer.

The following declaration must be signed by the sole trader, the partners in a partnership or the directors of an applicant company for an application to be considered.

We the undersigned, being the above mentioned applicant of –

(a) *Trading name* if a Partnership or Sole Trader – (Trading Name of Applicant) _____

(b) *Company name* if a company- being director/s of (Company name of Applicant) _____

do solemnly and sincerely declare:

I/We have read the Terms and Conditions and hereby acknowledge that due and prompt observation of all obligations of the Terms and Conditions contained therein on the part of The Customer to be performed pursuant to or in connection with any present or future agreement.

Dated this Day of.....20.....

	<i>date</i>	<i>month</i>	<i>year</i>
Signatures:			
Name _____	Sign _____	Date _____	
Name _____	Sign _____	Date _____	
Name _____	Sign _____	Date _____	
Name _____	Sign _____	Date _____	

THIS SECTION MUST BE SIGNED BY ALL DIRECTORS OF THE APPLICANT COMPANY

In consideration of The Supplier granting to The Customer credit facilities as comprised in this application for Account and in consideration of The Supplier supplying goods to The Customer, I/We hereby jointly and severally agree with The Supplier as follows:-

1. I/We hereby guarantee the due performance of the terms and conditions of supply of credit as stated and I/we hereby guarantee to The Supplier the payment of any monies advanced by way of credit to The Customer.
2. The Supplier shall be at liberty and without notice to me/us at any time and without in any way discharging me / us from any liability hereunder, to grant time or other indulgence to the company and to accept payment from it by cash or any other means of negotiable instrument and to treat me/us in all respects as though I/we were jointly and severally liable with it to The Supplier instead of being merely surety for it.
3. This deed shall be a continuing guarantee to The Supplier for all debts whatsoever and whensoever contracted by The Customer with The Supplier in respect of goods or services supplied by The Supplier to The Customer.

Name _____ Sign _____ Date _____

Name _____ Sign _____ Date _____

Name _____ Sign _____ Date _____

Name _____ Sign _____ Date _____

SECTION 4

THE PRIVACY ACT 1988 - ALL APPLICANTS MUST SIGN

Under the provisions of the above act, Fine Wine Wholesalers Pty Ltd (hereafter referred to as "The Supplier") are not entitled to obtain non commercial credit information on individuals or company directors without having their authority to do so in writing.

Accordingly the customer and or the directors whose signatures appear below whether actively involved in the business or being non participating partners/directors irrevocably consent to the Supplier making the enquiries of and obtaining information (whether such information is personal, privileged or recorded in a material form or otherwise) from any person whatsoever in relation to the financial standing and credit worthiness of the said signatories. The said signatories hereby request and authorises such persons to provide such information. The Supplier may also supply information (whether obtained by such enquiries or in any other manner whatsoever) to any person who in The Supplier opinion has a legitimate interest in such information. More specifically this means the following:- Agreement that The Supplier may seek consumer credit information (Section 18K(1)(b) Privacy Act 1988). If The Supplier considers it relevant to assessing my/our application for commercial credit, I/we agree to The Supplier obtaining from a credit reporting agency, a credit report containing personal credit information about me/us in relation to commercial credit provided by The Supplier. Agreement that The Supplier may use a credit report about me/us for collecting overdue payments (Section 18K(1)(h) Privacy Act 1988) If The Supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to The Supplier receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. Agreement to The Supplier seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N(1)(b) Privacy Act 1988). I/we agree that The Supplier may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangement. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. I/we understand the information may be used for the following purposes:

- to assess an application by me/us for credit - to notify other credit providers of a default by me/us - to exchange information with other credit providers as to the status of this loan where I/we am in default with other credit providers - to assess my/our credit worthiness.

PROPRIETOR / DIRECTORS TO SIGN HERE:

Name _____ Sign _____ Date _____

Name _____ Sign _____ Date _____

Name _____ Sign _____ Date _____

Name _____ Sign _____ Date _____

OFFICE USE:

REFERENCES CHECKED: _____

NOTES _____

APPLICATION APPROVED: By _____ Date _____

PRIMARY GROUP _____ SECONDARY GROUP _____ LICENSE TYPE _____

LOCATION _____ DATE OPENED _____

APPLICATION ENTERED: By _____ Date _____

APPLICATION SCANNED: By _____ Date _____

APPLICATION FILED: By _____ Date _____