



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:
- 30 DAY from invoice account
(Please complete sections 1, 2, 3, 3a, 3b & 4)

 - COD account
(Please complete sections 1, 2, 3, 3b & 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 Swan Brewery, CUB, ALM, HLW & Coca Cola as they will not supply)

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 \$ _____

TOTAL AMOUNT OF CREDIT REQUESTED: \$ _____ (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 APPLICANT IS A COMPANY (Partnerships and sole traders - see below)

COMPANY NAME: _____ ABN: _____

REGISTERED OFFICE ADDRESS: _____ PHONE: _____

DIRECTORS (If there are more than 4 directors please attach a another piece of paper)

Full Name	Home Address	Home Phone Number	Mobile
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DATE OF INCORPORATION: _____ PLACE OF INCORPORATION: _____

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 of the directors in other liquor businesses owned or operated now or have owned or operated in the past.

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

PARTNERSHIP NAME: _____

ABN: _____ PHONE: _____

FAX: _____ EMAIL: _____

PARTNERS (If there are more than 4 directors please attach a another piece of paper)

Full Name	Home Address	Home Phone Number	Mobile
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List the involvement of the directors in other liquor businesses owned or operated now or have owned or operated in the past.

IF THE APPLICANT 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.

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 Applicant”.

TERMS: That The Applicant shall advise in written form any change in the membership of any partnership or company of which The Applicant is a member, on the death, insolvency, liquidation, dissolution, official management or bankruptcy of the applicant; of your assent or any composition arrangement or scheme in respect of The Applicant 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 Applicant agrees to comply with the trading terms of The Supplier. At the present time payment is required of all outstanding account balances on the 30th day from the date of invoice. It is agreed that in the event that The Applicant does not make payment in accordance with this clause, 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. The credit limit as requested by The Applicant shall be an expected maximum limit and shall not be exceeded. The Supplier though, will always reserve it’s right to vary the credit limit at its discretion. Written submissions re credit limit increases from the applicant will be considered at each time of application. That The Applicant shall submit all claims in written form to the Supplier within 72 hours of the delivery date. 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 wrongly supplied goods or supplied faulty goods to The Applicant. The Applicant 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 Applicant shall pay for all other charges appearing on the invoice or statement of account, pending investigation of the charge or charges so disputed. That The Supplier may withdraw credit facilities at any time without prior notice to The Applicant. That The Supplier will only consider claims for the replacement of product. Any expenses, costs or disbursements incurred by The Supplier in recovering any outstanding monies including debt collection agency fees and solicitor’s costs shall be paid by The Applicant. Until the goods the subject of the contract and all other goods supplied by The Supplier to the applicant have been paid for in full, The Applicant expressly covenants, acknowledges, agrees and declares:

- a. Title in the goods shall remain the absolute property of The Supplier but the risk shall pass to The Applicant.
- b. It is the fiduciary of The Supplier in respect of the goods.
- c. It shall provide for separate storage of the goods as to be readily identifiable as the property of The Supplier.
- d. In the event of any sub-sale of the goods:
 - 1. It shall act as the agent and trustee of The Supplier in respect of the whole of the sub-sale price;
 - 2. It shall if and when required assign to The Supplier any right to payment from any sub-purchaser;
 - 3. Any moneys received therefrom shall be held on trust irrespective of whether those moneys have been deposited by the applicant into a separate and distinct account or any other account of The Applicant.
- e. It shall irrevocably authorise The Supplier, its servants and agents to enter any premises (and if necessary to use reasonable force to gain such entry) to take or retake possession of the goods without prejudice to the rights of The Supplier to recover payment or damages.

SECTION 3A

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

In consideration of the Supplier granting to the applicant referred to above (“The Applicant”) credit facilities as comprised in this application for Account Agreement and in consideration of the Supplier supplying goods to the applicant 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 overleaf and I/we hereby guarantee to The Supplier the payment of any monies advanced by way of credit to the applicant.
- 2. The Supplier shall be at liberty 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 applicant with The Supplier in respect of goods or services supplied by The Supplier to the applicant.

Name _____	Sign _____	Date _____
Name _____	Sign _____	Date _____
Name _____	Sign _____	Date _____
Name _____	Sign _____	Date _____

SECTION 3B

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

CONDITIONS: A. That all information supplied on this Account Application is true and correct. B. I/We hereby acknowledge that Supplier accepts no responsibility for unauthorised use of the Credit Account. The onus is on the applicant to use official orders or trustworthy officer. NOTE: the following declaration must be signed by an authorised person, officer or directors for account application to be considered.

I/We (name/s) _____

(Position - Title) _____

of (address) _____

being the above mentioned applicant of– (a) (Partnership or sole trader -trading name) or (b) (if a company- being a director of – company name) 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 Applicant to be performed pursuant to or in connection with any present or future agreement.

Dated this Day of.....20.....
date month year

Signatures

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 consider 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: Checked: _____ Approved: _____ Date: _____ Identifiers: _____