



1300 662 214
WWW.BRIANCUMMINS.COM.AU

Brian Cummins Group Pty Ltd ABN 91 003 692 500
24 Stennett Road Ingleburn NSW 2565
Ph: 1300 66 22 14 Fax: (02) 9618 1392
Email: www.briancummins.com.au

CREDIT APPLICATION

BUSINESS NAME:.....

(Trading name of your business)

ABN NUMBER: ..... ACN NUMBER (if applicable).....

COMPANY NAME: .....

BUSINESS ADDRESS: ..... Postcode.....

POSTAL ADDRESS: ..... Postcode.....

TELEPHONE: ( ) ..... MOBILE.....

FAX: ( ) ..... EMAIL: .....

CONTACT PERSON: .....

NATURE OF BUSINESS .....

ESTABLISHED FOR: ..... Years/Months CREDIT LIMIT REQUIRED: .....

DIRECTORS/PARTNERS (Delete appropriate) PRIVATE ADDRESS PHONE

- 1. ....
2. ....
3. ....

ACCOUNTANTS: ..... YOUR BANK/BRANCH: .....

TRADE REFERENCES (include Contact name, Telephone Number and Fax):

Table with 3 columns: Contact Name, Telephone Number, Facsimile. Rows 1, 2, 3.

NOTE TO DIRECTORS/PARTNERS

This application is subject to approval of Brian Cummins Group Pty Ltd. Credit may be withdrawn by Brian Cummins Group at its absolute discretion without any prior notice.

The parties agree that in the event credit facilities are granted then such credit facilities shall be on the terms and conditions attached. I/We hereby declare the particulars specified above are true and correct.

SIGNED ..... SIGNED .....
NAME ..... NAME .....
TITLE ..... TITLE .....

Note: If there is more than one director or partner, at least two must sign.



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## DIRECTOR'S GUARANTEE

1. In consideration of Brian Cummins Group Pty Ltd (hereinafter called "the Company") supplying or continuing to supply goods to the entity named and described in the schedule hereto (hereinafter called "the Principal") at the request of the Guarantor(s) named and described in the Schedule hereto (hereinafter called "the Guarantor") the Guarantor does hereby guarantee the due payment of the Principal to the Company of the present and any future balance of debt payable by the Principal to the Company notwithstanding that the Guarantor does not receive any notice of any failure by the Principal to pay such balance of debt according to the terms agreed on between the Principal and the Company.
2. This guarantee shall be a continuing guarantee to the Company irrespective of any sum or sums which at any time may be paid to or received by the Company for or on account of the Principal and shall subject to paragraph 3 hereof remain in force until determined by notice in writing signed by the Guarantor (or in the case of death by my personal representative) and delivered to the Company and such determination shall relate to future dealings only. The Guarantor agrees that liability hereunder shall not be affected by any change in the constitution of the Company notwithstanding any enactment to the contrary not by the Company giving the Principal an extension of time for payment or compounding any debt and that in order to give effect to this guarantee the Company shall be entitled to act as though the Guarantor were the Principal debtor and the Guarantor waives all and any of my rights as surety which may at any time be inconsistent with any of the provisions herein.
3. If any payment of money, conveyance or transfer of property or charge thereon made or given by the Principal or its agent to the Company in reduction of its indebtedness to the Company be later declared to be void as against any liquidator of the Principal the amount of the debt of the Principal to the Company which is hereby guaranteed by the Guarantor shall include the amount for which credit had previously been given for such payment of money, conveyance or transfer or property or charge thereon which was declared to be void as against the liquidator and any discharge or partial discharge of the obligations of the Guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.
4. If the Principal is wound up by an order of the court or otherwise the Company may prove the whole of its debt against the Principal in liquidation and the unsatisfied balance after payment of such dividends by the liquidator of the Principal shall be payable by the Guarantor to the Principal.
5. Notwithstanding anything hereinbefore contained in the event that the Principal's account with the Company or any part hereof has remained unpaid for a period of 7 days action to recover the overdue amount can be taken against me by the Company immediately.
6. If there is more than one guarantor then the liability of each guarantor shall be joint and several.

