

REGISTRATION & CREDIT APPLICATION

GENERAL DETAILS

TRADING NAME			REGISTERED NAME		
ABN			<input type="checkbox"/> NEW BUSINESS	<input type="checkbox"/> EXISTING BUSINESS TRADING FOR _____ YEARS	
STRUCTURE	<input type="checkbox"/> SOLE TRADER <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> COMPANY/CORPORATION <input type="checkbox"/> TRUST <input type="checkbox"/> OTHER _____				
ADDRESS SHOP SITE			ADDRESS POSTAL		
CONTACT NUMBERS	SHOP		FAX		
WEB ADDRESS					

DIRECTOR/PROPRIETOR 1 DETAILS

FULL NAME					
ADDRESS HOME			ADDRESS POSTAL		
TELEPHONE NUMBERS	HOME		MOBILE		
EMAIL					

DIRECTOR/PROPRIETOR 2 DETAILS

FULL NAME					
ADDRESS HOME			ADDRESS POSTAL		
TELEPHONE NUMBERS	HOME		MOBILE		
EMAIL					

TRADE REFERENCES (Not applicable to new businesses)

SUPPLIER 1		PHONE		EMAIL	
SUPPLIER 2		PHONE		EMAIL	
SUPPLIER 3		PHONE		EMAIL	

The applicant(s) apply to Fashion Allied Agency Pty Ltd for credit on the terms and conditions set out below. All goods are sold by Fashion Allied Agency Pty Ltd ("Supplier") to the person on whose behalf this application is made ("Customer") subject to the following terms and conditions ("Trading Terms").

- (1) You warrant that all information given to us is true and correct.
- (2) You agree to notify us within 7 days of any change affecting our legal entity, structure, management of control.
- (3) You agree that our terms and conditions of sale as in force from time to time apply to the supply of goods by us to you to the exclusion of all other terms and conditions of sale or purchase and that any variation must be agreed by us in writing.
- (4) You acknowledge that we may:
 - a. refuse your application for credit facilities
 - b. withdraw or vary credit facilities at our absolute discretion without prior notice
 - c. withhold supply irrespective of whether an order has been accepted or not if for any reason we determine in our absolute discretion that no further credit is to be extended to you.
- (5) You consent and agree that we may:
 - a. obtain credit reports from credit reporting agencies or other credit providers for the purpose of assessing this and any other application which you may make for commercial credit
 - b. obtain information from any other credit providers from time to time for the purpose of reviewing and assessing your commercial creditworthiness
 - c. disclose to or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person of body agreeing of considering whether to agree to be liable for any credit to be made available to you, any information maintained or in our possession relating to your application and the administration of your credit facility.
 - d. You acknowledge that the authorisations contained in this document will continue to remain in full force and effect until all credit facilities cease to be made available to you by us.
- (6) The signatory warrants that where there is more than one applicant, or the applicant is a corporation that he or she is authorised to sign on behalf of all applicants or the corporation as appropriate.
- (7) Each order is subject to acceptance by Supplier, and may be accepted in whole or in part and may be declined.
- (8) All trading between Supplier and Customer shall be on these Trading Terms. An order will only be accepted on these services to Customer or its agent shall constitute an offer by Supplier to supply the goods subject to these Trading Terms, which offer customer may accept to taking delivery of the goods.

...continued overleaf...

- (9) The prices charged (unless a prior written quote has been given) shall be those prices prescribed by Supplier at the date of delivery.
- (10) Recommended resale or retail prices appearing in any price list or publication are recommended prices only and there is no obligation on customers to comply with such recommendations.
- (11) Unless its invoice is marked "CBD" or Supplier advises Customers that it requires payment on "Cash Before Delivery" terms, payment for all goods shall be made by the end of the month following the month of delivery or as otherwise agreed. All payments must be made in full and without any deductions.
- (12) Delivery dates or times indicated by Supplier are approximate only and are not a guarantee of delivery by such date or at all. If an order covers a number of items, Supplier may make part deliveries in respect of all or any such goods in which event the normal terms of payment shall apply for the goods so delivered and no claim shall arise in respect of the shortfall. Goods placed on back order shall be supplied immediately they are available unless prior written advice of cancellation is received from Customer.
- (13) Unless Customer otherwise requests in writing at the time of placing an order for goods:
 - a. Customer will be deemed to have requested Supplier to deliver the goods to Customer's premises, or such premises as are nominated by Customer, in consideration of payment of Supplier's freight charges applying at the time of delivery
 - b. Customer will be deemed to have authorised Supplier to deliver the goods to the address nominated by Customer on the order from (of otherwise nominated to Supplier's satisfaction); and
 - c. Supplier shall be presumed to have delivered the goods to Customer's premises in accordance with these Trading Terms if at the address it obtains from any person (being either customer or a person apparently in the employ of the Customer) a receipt or signed delivery docket for the goods.
- (14) Supplier may subcontract to any person on any terms the whole or part of the delivery of goods to Customer
- (15) Supplier shall not be liable for any claim for non-delivery of goods or for shortages in quantity of goods delivered unless the claim is made within 7 days of the date of delivery of the order and unless the invoice number is quoted on the claim.
- (16) All other warranties, conditions and representations (express or implied) other than any express warranty stated by Supplier in writing are excluded except in circumstances whereby Supplier cannot by law exclude or limit its liability. In particular but without limiting the foregoing, Supplier shall not be liable for an negligence by itself, its employees or agents in the supply of any goods or services or the performance of any function preparatory to or during the supply of any goods by Supplier to Customer.
- (17) Ownership in any goods sold by Supplier to Customer shall not pass to Customer until customer has paid in full all its debts to Supplier for the supply of all goods. Risk in any goods shall pass to Customer on delivery. Customer shall pay interest to Supplier on any overdue moneys, calculated from the date of the relevant invoice to the date of actual payment in full (inclusive of both dates) at a rate of 1.5% per calendar month or part thereof (or such lesser amount as Supplier may in its discretion specify).
- (18) Supplier may at any time alter, suspend or withdraw credit terms, refuse delivery or cancel unfilled orders and refuse payment by cheque when in its opinion (reasonable or otherwise) the financial condition or Customer or the status of Customer's account warrants it.
- (19) No variation or termination of these Trading Terms shall be binding on Suppliers unless approved in writing by a director of Supplier
- (20) These Trading Terms shall be interpreted in accordance with the laws of Queensland.
- (21) The Customer agrees to pay all costs, fees, charges and disbursements (including collection agency commissions, and legal costs on a Solicitor/Client basis) incurred or to be incurred by The Supplier in recovering any monies due to The Supplier pursuant to this application.
- (22) As security for payment to the Supplier of all moneys payable by the Customer, the Customer charges in favour of the Supplier all of the Customers interests in freehold and leasehold property both current and later acquired. The Customer irrevocably appoints each Officer as its attorney to do all things necessary to create and register each such charge.

SIGNATURES

APPLICANT 1

NAME

DATE

APPLICANT 2

NAME

DATE

PERSONAL GUARANTEE AND INDEMNITY (TO BE SIGNED IF YOU ARE A COMPANY)

FASHION ALLIED AGENCY PTY LTD (ABN 17 058 494 456)

THIS GUARANTEE AND INDEMNITY is given by the person(s) names in the Schedule at the **GUARANTORS** (the "Guarantors", each a "Guarantor") in the favour of Fashion Allied Agency Pty Ltd.

INTRODUCTION

- (1) The Guarantors have asked Fashion Allied Agency Pty Ltd to supply goods and/or services ("the suppliers") to the person named in the Schedule "the Customer") and to extend (or continue to extend) credit to the Customer.
- (2) Fashion Allied Agency Pty Ltd has agreed to the request of the Guarantors in consideration of their agreement as follows.

IT IS AGREED

- (1) The Guarantors guarantee to Fashion Allied Agency Pty Ltd the punctual payment of the monetary liabilities of the Customer (on any account and in any capacity whatsoever and including liabilities in respect of the Supplies) which are now owing, or may from time to time be owing by the Customer to Fashion Allied Agency Pty Ltd ("the Debt"). The Guarantors acknowledge and agree that the Debt includes any legal and other costs and expenses incurred or to be incurred by Fashion Allied Agency Pty Ltd in seeking payment from the Customer or in enforcing this Guarantee and Indemnity against the Guarantors.
- (2) The Guarantors jointly and severally undertake, if the Customer fails to pay any part of the debt when the same is due and payable, to pay the full amount of the Debt on demand by Fashion Allied Agency Pty Ltd and to keep Fashion Allied Agency Pty Ltd indemnified against any loss in relation to the Debt and by way of further security hereby charges in favour of Fashion Allied Agency Pty Ltd with payment of the debt all of our estate and interest in any land in which we now or might subsequently acquire a legal or beneficial interest and agree, upon request, to execute a registrable instrument charging such estate or interest in favour of Fashion Allied Agency Pty Ltd
- (3) The obligations of the Guarantors under this Guarantee and Indemnity are principal obligations and are not affected by:
 - a. any variation which may be agreed by Fashion Allied Agency Pty Ltd and the Customer in respect of the terms on which the Supplies are supplied and paid for
 - b. any waiver, extension of time or indulgence given by Fashion Allied Agency Pty Ltd to the Customer
 - c. any right or claim which the customer may assert to resist making payment of any part of the Debt
 - d. any increase in the amount of the Debt
 - e. any other act, omission, matter or thing whatsoever
- (4) This Guarantee and Indemnity is a continuing obligation of each Guarantor for the amount of the debt which may be owing from time to time and, binds the successors and assigns of the Guarantors and will not be affected by:
 - a. the death, incapacity, bankruptcy, or a Guarantor or a Customer
 - b. a Guarantor or the Customer which is a body corporate becoming an externally administered body corporate pursuant to the Corporations Law; or
 - c. any right on any account whatsoever which any Guarantor may have or acquire against the Customer, which the Guarantor agrees not to enforce until the Debt has been discharged in full
- (5) If the obligation of any Guarantor in respect of any part of the debt is unenforceable, that Guarantor's obligations in respect of the balance of the Debt will not be affected by such unenforceability.
- (6) If any payment or other transaction relating to or affecting the Debt is:
 - a. void, voidable or unenforceable in part or in whole; or
 - b. is claimed to be void, voidable or unenforceable and that claim is upheld, conceded or compromised in whole or in part;
 - c. the liability of each of the Guarantors is the same as if:
 - i. that payment or transaction (or void, voidable or unenforceable part of it); and
 - ii. any release, settlement or discharge made in reliance on anything referred to in paragraph (b) above;
 - d. has not been made and the Guarantors must immediately take all action and sign all documents necessary or required by Fashion Allied Agency Pty Ltd to pay to or restore to Fashion Allied Agency Pty Ltd the Debt in full.
- (7) If all or any of the Debt is:
 - a. not recoverable from the Customer; or
 - b. not recoverable from the Guarantors under this Guarantee and Indemnity;
 - c. each of the Guarantors, as a separate and principal obligation, indemnifies Fashion Allied Agency Pty Ltd against any loss, liability, expense or outgoing suffered, paid or incurred by Fashion Allied Agency Pty Ltd and amount equal to such amounts.
- (8) This Guarantee and Indemnity binds each of the signatories overleaf as guarantors notwithstanding that one or more of the persons named overleaf may never execute this document.
- (9) For the avoidance of doubt, is it expressly acknowledged by the Guarantors that the Guarantors' obligations extend to and may include debts and other obligations of the Customer which have arisen before the date of this Guarantee.
- (10) Each of the Guarantors:
 - a. consents to Fashion Allied Agency Pty Ltd obtaining from credit reporting agencies, credit reports containing personal credit information for the purpose of assessing whether to accept each Guarantor as a guarantor for the obligations of the Customer.
 - b. Consents to Fashion Allied Agency Pty Ltd obtaining instructions from time to time for the purpose of renewing and assessing the Guarantor's commercial credit worthiness.
 - c. Consents to Fashion Allied Agency Pty Ltd providing to credit reporting agencies and credit providers other than Fashion Allied Agency Pty Ltd personal credit information relating to each of the Guarantors; and
 - d. Acknowledge in force so long as this Guarantee and Indemnity remains in force.
- (11) Each of the Guarantors acknowledges having read the terms of this Guarantee and Indemnity and having been:
 - a. advised to; and
 - b. given the opportunity to,
 - c. seek independent legal advice prior to execution.

GUARANTOR NAME

WITNESS NAME

HOME ADDRESS

HOME ADDRESS

SIGNATURE

SIGNATURE

DATED

(day) of

(Month) of

(Year)

...end..

Please return the original copy of this form to:

ACCOUNTS DEPT, FASHION ALLIED AGENCY, PO BOX 3284, SOUTH BRISBANE QLD 4101

FASHION ALLIED AGENCY

Fashion Allied Terms & Conditions:

- We require for your online store to be fully operating before we can supply product. All online stores must also have a shopping cart, and not be selling from Facebook groups or market stalls.
- At this stage, we are not supplying product to any new market stalls. This is to ensure we protect our bricks and water customers.
- Stock can be sold in packs or size runs; breaking packs will incur a \$2.00 handling fee per unit.
- Customers are welcome to use our imagery from our website; however, it is the customers responsibility to save these images whilst placing an order as we are unable to email these upon request.

Returns:

- All claims must be returned to Fashion Allied within 14 DAYS of invoice. The manufacturer will not recognize any claims after this period.
- Before any claim is returned to Fashion Allied, a Return Authority should be issued. This is an authority for assessment only. Please email or telephone the relevant label contact person at Fashion Allied.
- All claims must be accompanied by a Returns Claim Form
- Each garment sent back will be assessed. If there is a true manufacturing fault, the garment is subject to repair, replace or credit policy.
- All faulty garments must be clearly labelled detailing the fault.
- Freight costs of claims is the responsibility of the consignor. If the garment requires repair or replacement, the manufacturer will incur the return freight costs. If the claim is deemed Store or Customer orientated and the garment/s are required to be returned they will be returned with the next delivery.

FASHION ALLIED AGENCY
return claim

NAME OF BOUTIQUE
LOCATION
RETURN AUTHO/ REF
DATE

INVOICE #					
STYLE #					
SIZE					
COLOUR					
QTY					
PRICE					
FAULT Please describe the fault and also mark the exact location with pin & paper on each individual garment.					

PLEASE CHECK

Has the garment(s) been worn?
 YES NO

Does the garment(s) have the original swing tags?
 YES NO

Has fault been marked on the garment(s)
 YES NO

Was the garment purchased at a discounted price?
 YES NO

FORM COMPLETED BY _____

POSTAGE
 Please send the garment(s) by normal post. Express Post and Australia Post satchels will be incurred at your own cost.

**ATTN: RETURNS DEPARTMENT
 FASHION ALLIED AGENCY
 PO BOX 3284
 SOUTH BRISBANE Q 4101**

Please note - this return is for assessment only and does not guarantee a credit from the manufacturer. Garment may be re-invoiced.