

Application for Trade Debtor Account



Phone (03) 5723 6283 **Email** accountsreceivable@gotafe.vic.edu.au

Post to Goulburn Ovens Institute of TAFE, PO Box 237, Wangaratta VIC 3676

Applicant Details

| | | | |
|---------------------------------------|--|--|---|
| Applicant Name | | | |
| Trading Name | | | |
| Postal Address | | | |
| Registered Address | | | |
| Phone | | | |
| Accounts Contact | | | |
| Accounts Email | | | |
| Business Type (Please tick) | <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership | <input type="checkbox"/> Company <input type="checkbox"/> Education Institution | <input type="checkbox"/> Government Organisation <input type="checkbox"/> Club/Association |
| ACN Number | | Date of Incorporation | |
| ABN Number | | GST Registered | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Proprietors/Directors

| | | | |
|-------------|--|-------------------------|--|
| Name | | Business Address | |
| Name | | Business Address | |
| Name | | Business Address | |

Have you or any of the above been declared or been a Director of any Corporation which has been subject to the provisions of the Corporations Law (Relating to insolvency)? ☐ No ☐ Yes – provide details:

1. When assessing my/our application for credit or if the application is accepted, the credit provider may subsequently obtain personal information and seek from a credit reporting agency or other credit providers information about my/our credit arrangement if any payment that becomes overdue. I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
2. GOTAFE at its discretion reserves the right to cancel and/or refuse the applicant(s) credit facilities.
3. The applicant(s) agrees to inform GOTAFE in writing within (7) seven days of any change of his/her/their business or corporate address or structure
4. GOTAFE terms of payment are strictly 28 days from date of invoice. Where invoices remain outstanding 60 days from invoice, the debt may be referred to our collection agency. The applicant may be required to pay for GOTAFE's reasonable costs and disbursements in pursuing any recovery action.
5. The applicant(s) acknowledges that the terms and conditions and the information provided within this credit application has been read, understood and agreed to by the signatory appearing below.

| | | | |
|-----------------------|--|-----------------|--|
| Applicant Name | | Position | |
| Signature | | Date | |

Terms and Conditions of Sale

1. General

These terms and conditions shall apply to the exclusion of all others including any terms and conditions of the customer (whether) on the customer's order form or otherwise. The customer acknowledges that these terms and conditions embody the whole agreement between the parties and agree to be bound by them.

2. Payment

The customer shall make payment to GOTAFE for all goods supplied, work and labour done and services rendered and expenses incurred no later than (28) twenty eight days from the date of invoice. The customer acknowledges that time is of the essence with regard to payment and that any breach of this term will enable GOTAFE to exercise all of its rights contained herein, including (but without in any way limiting its rights), the right to cancel further credit and to take legal action for the recovery of all outstanding monies including any interest due herein and compensation for any loss to GOTAFE resulting from the breach or default.

3. Costs

Should payment remain outstanding beyond GOTAFE's payment terms as outlined in clause 2, the customer agrees to pay for all costs and expenses including legal costs (on a Solicitor/own client basis) and mercantile agents fees incurred by GOTAFE in recovering the outstanding amount.

4. Claims

- a) The customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies GOTAFE in writing of its claim within (7) seven days of receipt of the goods.
- b) GOTAFE will accept no return of allegedly defective goods unless it has given prior written authorisation for the return.

5. Change of ownership

The customer agrees to notify the Institute in writing of any change of ownership of the customer within (7) seven days from the date of such change and indemnifies GOTAFE against any loss or damage incurred by it as a result of the customer's failure to notify the Institute of any change.

6. Title

Title to the goods shall not pass to the purchaser until payment in full is received by GOTAFE from the purchaser. If the purchaser does not pay for any goods on the due date specified in this agreement, the vendor is hereby irrevocably authorised by the purchaser to enter the purchaser's premises (or any premises under the control of the purchaser or as agent of the purchaser if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the purchaser whatsoever.

7. Governing Law

The terms and conditions of any agreement made between GOTAFE and the purchaser hereunder shall be governed and constituted in accordance with the laws in force from time to time in the state of Victoria in which state it is agreed that this contract is made and the parties agree to submit all disputes arising between them to Courts of the State of Victoria and any appellate Courts there from. Any dispute which shall be governed in accordance with the laws of the Commonwealth of Australia shall be issued from the registry of the Court or competent jurisdiction in Victoria and all actions under such laws shall be heard in that State.

GOTAFE Finance Office Use Only

| | | | |
|---------------|-------|-------------------|-------|
| Debtor Number | _____ | Input by | _____ |
| Date | _____ | Credit Checked by | _____ |
| Approved | _____ | Signature | _____ |