



Bunzl Catering Supplies Limited (Trading as Hospitality Depot)
 ABN 41 008 737 862

ACCOUNT APPLICATION FORM

Please complete and return to your HD Account Manager or fax back to 02 9748 3933

Sydney:
 Unit B
 290 Parramatta Road
 Auburn
 NSW 2144

Email: enquiries@hospitalitydepot.com.au
 Web: www.hospitalitydepot.com.au

Tel: 02 9748 3999
 Fax: 02 9748 3933

Application Checklist

The following sections MUST be completed for the application to be processed.

- | | |
|---|--------------------------|
| | Tick |
| 1. General Business information | <input type="checkbox"/> |
| 2. Accounts Payable information | <input type="checkbox"/> |
| 3. Partners, Directors or Proprietors information | <input type="checkbox"/> |
| 4. Trade references (minimum of 2) | <input type="checkbox"/> |
| 5. Consent to Privacy Notice | <input type="checkbox"/> |
| 6. Terms and conditions of providing credit | <input type="checkbox"/> |
| 7. Annexure A or B | <input type="checkbox"/> |

Office Use Only

Account Manager:	Group Manager:	
Credit limit \$:	Customer Group:	
Applicant Name:	Account No:	Date:
Approved by General Manager or Sales Manager:		
Signature	Printed Name:	Date:
Credit Controller:		
Signature	Printed Name:	Date:



GENERAL BUSINESS INFORMATION

Full Name of Applicant:
ABN:
Partnership Sole Proprietor
Trading Name:
Public Company Private Company
Is the company acting as a trustee?
Yes No
Business Telephone No: Business Facsimile No:
Email: Web Site:
Address for Correspondence:
Type of Business:
Period in Business:
Purchasing Officer's name:
Purchasing Officers telephone number:

DELIVERY INFORMATION

Delivery Address (if more than one delivery point, please use attached page)
Deliver orders ship complete
Yes No
Freight method: FIS FOB Customer to arrange

ACCOUNTS PAYABLE INFORMATION

Accounts Payable Contact name:
Accounts Payable Contact telephone number:
Accounts Payable Email Address:
Payment method: EFT Cheque Credit card
Invoices: Send by mail Dispatch with goods

FULL NAMES, PRIVATE ADDRESSES AND POSITION OF AT LEAST TWO (2) PARTNERS, DIRECTORS OR PROPRIETORS (NB: This is optional for Public Listed Companies.):

1) Name: D.O.B:
Address:
Home Telephone No: Mobile No:
2) Name: D.O.B:
Address:
Home Telephone No: Mobile No:
3) Name: D.O.B:
Address:
Home Telephone No: Mobile No:

PRIVACY NOTICE

In this Privacy Notice, "Personal Information" means personal information about the Applicant (if an individual) and any other individual ("Individual") named in this Account Application Form.

Bunzl Catering Supplies Limited ("Bunzl") may:

- collect and use Personal Information, and share such information with its related companies, for the purpose of processing this Application (including assessing the Applicant's and any Individual's credit worthiness) and administering any account for commercial credit granted under this Application (an "Account") (including collecting payments due under the Account); and
- collect from and share with other organisations Personal Information in the manner specified below.

Bunzl may:

- obtain a consumer credit report containing information about the Applicant or any Individual from a credit reporting agency for the purpose of assessing this Application and collecting overdue payments relating to commercial credit owed by the Applicant;
- exchange information about the Applicant and any Individual (including any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act) with other credit providers:
 - to assess an Application by the Applicant for credit;
 - to notify other credit providers of a default by the Applicant;
 - to exchange information with other credit providers as to the status of any amounts owing under the Account where the Applicant is in default with other credit providers; and
 - to assess the Applicant's credit worthiness.

Bunzl may give Personal Information about the Applicant and any Individual to a credit reporting agency in order to obtain a consumer credit report and to allow the credit reporting agency to create or maintain a credit information file. The information may include the following particulars:

- identity particulars;
- the fact that the Applicant has applied for credit and the amount;
- the fact that Bunzl is a current credit provider to the Applicant;
- payments which become overdue for more than 60 days, and for which collection action has been commenced;
- advice that payments are no longer overdue;
- that cheques drawn by the Applicant have been dishonoured more than once, or that court judgments or bankruptcy orders have been made against the Applicant; and
- in specified circumstances, that in the opinion of Bunzl, the Applicant has committed a serious credit infringement.

Bunzl will not otherwise use or disclose Personal Information unless permitted or required by the Privacy Act or any other law.

If the Personal Information requested in this Application is not provided, Bunzl may not be able to process this Application.

To the extent that the Applicant and each Individual may be entitled to do so under the Privacy Act and any other applicable laws, he or she may access his or her personal information held by Bunzl by contacting Bunzl's Privacy Office.



The Applicant must provide a copy of this Application (including this Privacy Notice) to each Individual.

Consent to Privacy Notice by Individuals

I/we agree to the terms of the Privacy Notice above.

..... Name (Please Print) Signature Date
..... Name (Please Print) Signature Date
..... Name (Please Print) Signature Date

TERMS AND CONDITIONS OF PROVIDING CREDIT

I/We, on behalf of (the "customer"), hereby make application to open a credit account with Bunzl Catering Supplies Limited ("Bunzl").

I/We agree to pay all accounts within 30 days of the date the goods are invoiced.

I/We agree to the Trading Terms set out in this document.

I/We acknowledge that in accordance with Section 592 of the Corporations Law the applicant is able to pay its debts as and when they fall due and that I/we am/are duly authorised by the applicant to complete this credit application.

I/We acknowledge that by executing this application, the applicant agrees to the terms of the Privacy Notice above.

1.	Signature:	Date:
	Position Held:	
	Company (Organisation):	
2.	Signature:	Date:
	Position Held:	
	Company (Organisation):	
3.	Signature:	Date:
	Position Held:	
	Company (Organisation):	

For applicant companies acting as trustee:

I/we confirm the accuracy of the warranties in Annexure A and enclose a copy of each relevant trust deed.

For private companies:

I/we confirm that Annexure B – Directors guarantee has been completed.

TRADING TERMS

- 1) These terms and conditions shall apply to the exclusion of all others and any terms and conditions of the customer (whether on a customer order form or otherwise) which are contrary to or inconsistent with these terms and conditions shall not apply nor shall they constitute a counter offer. No goods or services will be supplied by Bunzl on any terms and conditions other than those set out herein and by taking delivery of goods or services the customer shall be deemed to agree these terms and conditions shall apply to the exclusion of all others. Additional terms set out in any customer order form which are not inconsistent with these terms shall be read with these terms and together shall form a single agreement.
- 2) Bunzl is not required to accept an order for goods or services from a customer and reserves the right at all times to suspend the supply of goods or services on credit without having to give reasons for its actions.
- 3) Bunzl reserves the right to alter or vary any prices of goods and terms on which those goods are to be supplied at any time prior to acceptance without notice.
- 4) Goods will be invoiced at the prices prevailing at the time an order for goods is accepted by Bunzl.
- 5) Payment of accounts is due in full within 30 days of the date the goods were despatched and invoiced. Bunzl reserves the right to charge interest of 10% p.a. on all overdue amounts from the moment an amount becomes overdue. The customer will pay any costs incurred by Bunzl in recovering any monies due for payment (including, but not limited to, legal fees, bank charges and commission).
- 6) Title in any goods sold by Bunzl shall not pass to the customer until the customer has paid Bunzl in full of the invoice for those goods including any interest which may have accrued under Clause 5 is made and until then the customer holds the goods as bailee and fiduciary agent. The customer must:
 - (a) keep the goods in its possession and control;
 - (b) keep the goods in good repair and condition, excluding fair wear and tear;
 - (c) keep the goods stored separately and marked so that the goods are clearly and easily identifiable as Bunzl's property and inform Bunzl of the location of the goods if requested; and
 - (d) not sell, assign or let the goods or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them,

except for any sale as fiduciary agent of Bunzl (but without any right to create any liability of Bunzl to any third party) or where the goods become part of another product, in each case in the ordinary manner. If the customer sells any of the goods while they remain the property of Bunzl, or any of those goods become part of another product that is sold by the customer, then in either case, in discharge of the amount owing, the customer holds the proceeds of sale received on trust for Bunzl up to the amount it owes Bunzl in respect of those goods, and must immediately pay that amount to Bunzl.

For this purpose, the customer hereby grants permission to Bunzl to enter upon any land or premises where the goods are, in order to take possession of and dispose of the goods as Bunzl sees fit.

Bunzl will remain entitled to retake possession of the goods at any time before it receives payment in full.

- 7) The customer consents to Bunzl perfecting its interest in any goods supplied by Bunzl and their proceeds by registration under the Personal Property Securities Act 2009 (the "PPSA"), and agrees to do anything reasonably requested by Bunzl to enable it to do so. For the purposes of the PPSA (i) the customer and Bunzl contract out of each provision which, under section 115(1) of the PPSA, they are permitted to contract out of, and (ii) the customer waives its right to receive each notice which, under section 157(3) of the PPSA, it is permitted to waive.
- 8) The customer waives its right to receive anything from Bunzl under section 275 of the PPSA, and agrees not to make any request of Bunzl under that section. Bunzl and the customer agree for the purposes of section 275(6) of the PPSA that neither of them will disclose information of the kind mentioned in section 275(1) of the PPSA.
- 9) Although title in the goods will not pass until payment is made by the customer, the risk of loss or damage to goods passes to the customer:
 - (a) on all contracts other than F.I.S. contracts – once the goods have been delivered to/collected by the freight forwarder;
 - (b) on F.I.S. contracts – on delivery of the goods to the place notified by the customer when placing the order.

- 10) The customer will be deemed to have accepted goods as being in accordance with an order unless it notifies Bunzl to the contrary within seven days of receipt of goods.
- 11) If any goods are defective, Bunzl's liability is limited to replacing or repairing the goods or paying for the cost of replacing or repairing the goods. The manner in which any such liability will be discharged will be calculated and determined by Bunzl.
- 12) Other than for defective goods where the customer notifies Bunzl of the defect within seven (14) days of receipt, goods may only be returned with the prior approval of Bunzl and a restocking fee equal to the 20% of the value of the goods may be payable by the customer at the discretion of Bunzl. No goods may be returned without the relevant invoice number being quoted, or a return number issued.
- 13) Orders received for goods which are "out of stock" will be placed on "back order" unless otherwise requested by the customer. Such goods will be consigned as soon as they become available, unless the customer notifies Bunzl before the goods are consigned that the goods are no longer required.
- 14) A minimum order fee may be applied and goods which are to be delivered outside capital cities and greater metropolitan areas may incur a delivery fee to cover the cost of the freight.
- 15) A fee of 2.75% of the invoice value will be applied to all payments received by credit card.
- 16) These terms set out the entire terms on which Bunzl agrees to supply goods to its customers. Any other terms which may be implied by the operation of statute or common law are expressly negated to the fullest extent permitted by law.
- 17) Despite any other provision in these terms, if GST is imposed on any Supply made by Bunzl under or in accordance with these terms then the customer must also pay, at the same time and in the same manner as payment for the Supply is required to be made in accordance with these terms, the amount of any GST payable in respect of the Supply and the amount so payable for the Supply will be increased accordingly.

Each party agrees to do all things, including providing invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any Supply under this agreement.

In this clause:

- (a) the expression "GST" means any tax in the nature of a tax on the supply of goods, real property, services and other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia which may operate any time during the term of this agreement,
 - (b) the expression "Supply" means any form of supply whatsoever, and includes any supply within the meaning of any Commonwealth, State or Territory legislation imposing or relating to the imposition of GST.
- 18) Where the customer trades outside these terms and conditions, Bunzl may among other things, refuse to supply products to the customer, irrespective of whether an order has already been accepted or not, and Bunzl will not be liable for any loss or damage of any kind resulting directly or indirectly from such action.
 - 19) These terms and conditions may be varied from time to time by Bunzl at their discretion, and by giving notice in writing to the customer.



ADDITIONAL DELIVERY ADDRESSES

Delivery Address 1

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Delivery Address 2

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Delivery Address 3

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Delivery Address 4

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Delivery Address 12

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ANNEXURE A: To be completed by applicant companies acting as trustee

The customer warrants that the following statements are true and correct:

1. The customer is empowered by the trust deed (the **Trust Deed**) dated(*insert date*) betweenand.....(*insert parties*):
 - (i) to enter into and perform all documents to which it is expressed to be a party and to carry on the transactions contemplated by those documents; and
 - (ii) to carry on its business as now conducted or contemplated and to own its assets (including any asset purported to be charged or mortgaged by it),
in its capacity as trustee of the(*insert name*)Trust (the **Trust**). There is no restriction on or condition of its doing so.
2. All necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Deed for the customer to enter into and perform the documents to which it is expressed to be a party.
3. No property of the Trust has been re-settled or set aside or transferred to any other trust.
4. The customer's right of indemnity out of, and lien over, the assets of the Trust have not been limited in any way. The customer has no liability which may be set off against that right of indemnity.
5. The Trust Deed complies with all applicable laws.
6. The customer has complied with its obligations and duties under the Trust Deed and at law. No one has alleged that it has not complied.



ANNEXURE B: DIRECTORS GUARANTEE

1. In consideration of BUNZL CATERING SUPPLIES LIMITED (hereinafter called "Company") supplying or continuing to supply goods to:

(A) State Full Title of Company

(A) _____
(Hereinafter called "Principal ") at my request which is hereby made,

(B) Full Name of Director

(B) I, _____
(C) of, _____

(C) Full Private Address of Director

Company Director (hereinafter called "Guarantor") hereby guarantees the due payment by the Principal to the Company of the present and future balance of any debt payable by the Principal to the Company notwithstanding that I do not receive 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 2 hereof remain in force until determined by notice in writing signed by me (or in the case of my death by my personal representative) and delivered to the Company. Such determination shall relate to future dealings only. I agree that my liability hereunder shall not be affected by any change in the constitution of the Company nor by the Company giving the Principal an extension of time for payment or compounding any debt. I also agree that in order to give effect to this guarantee the Company shall be entitled to act as though I were the principal debtor and I hereby waive 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 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 of property charge thereon which was declared to be void as against the liquidator. 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 or the Principal.

5. Notwithstanding anything hereinbefore contained in the event that the Principal's account with the Company or any part thereof has not been paid in full for a period of 7 days after full payment is due, action to recover the overdue amount can be taken against me as the Guarantor by the Company immediately.

6. I agree to the terms of the Privacy Notice contained in the Account Application Form (a copy of which has been shown to and read by me) and that the Company may obtain from a credit reporting agency a consumer credit report containing information about me for the purpose of assessing whether to accept me as a guarantor for credit applied for by, or provided to, the Principal. I agree that this agreement commences from the date of this document and continues until the credit covered by the Principal's application ceases.

Dated this _____ Day of _____ 200

Signed sealed and delivered by the said:

(D) Full Name of Director

(D) _____

(E) Full Name of Witness

In the presence of:

(E) _____

(F) Full Name of Director

(F) _____

(G) Full Name of Witness

In the presence of:

.....