

APPLICATION TO OPEN / CONTINUE TO OPERATE AN ACCOUNT

Spacebud Pty Ltd (ABN: 24 637 991 988)



APPLICANT NAME: _____

BUSINESS OR TRADING NAME: _____ A.C.N / A.B.N: _____

PUBLIC COMPANY / PRIVATE COMPANY / PARTNERSHIP / SOLE TRADER / TRUSTEE (CIRCLE ONE PLEASE)

REGISTERED OFFICE: _____ POSTCODE: _____

PRINCIPAL PLACE OF BUSINESS: _____ POSTCODE: _____

POSTAL ADDRESS: _____ POSTCODE: _____

TELEPHONE No: _____ FACSIMILE No: _____

EMAIL ADDRESS: _____

APPLICANT'S ACCOUNTS DEPARTMENT EMAIL ADDRESS: _____

TERMS REQUESTED: COD / 30 DAYS FROM DATE OF INVOICE (CIRCLE ONE PLEASE)

MONTHLY CREDIT REQUIRED: \$ _____ BANK: _____ BRANCH: _____ A/C No: _____

NAMES AND ADDRESS(ES) OF DIRECTORS / PARTNERS / SHAREHOLDERS:

NAME	ADDRESS

TRADE REFERENCES:

	NAME	ADDRESS	TEL No.	FAX No.
1				
2				
3				

I/We hereby apply to open/continue to operate an account with Spacebud Pty Ltd trading as Hospitality Depot ("Hospitality Depot").

I/We acknowledge that I/We have read and understood the Terms and Conditions of Trade attached hereto. Should Hospitality Depot agree to supply me/us with goods and or services, then all transactions will be subject to the aforesaid Terms and Conditions of Trade, unless Hospitality Depot agrees otherwise in writing.

I/We warrant and represent that all of the information set out in this application is true and correct and that I/We have not omitted or withheld any information which would or might be material to Hospitality Depot in making a decision to grant credit to an intended customer.

I am/We are not aware of any facts or circumstances which, if made known to Hospitality Depot would result in Hospitality Depot not opening an account for me/us or granting credit to me/us or agreeing to supply me/us with goods and or services.

I/We hereby authorise Hospitality Depot to make such enquiries as it considers relevant or necessary to decide whether or not to accept this application.

In accordance with the Privacy Act 1988, if Hospitality Depot or its related entities, consider it relevant to assessing my/our application for commercial credit, I/we consent to the obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Hospitality Depot and its related entities.

In accordance with the Privacy Act 1988, if Hospitality Depot or its related entities, consider it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to Hospitality Depot or its related entities receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY. Under the Privacy Act 1988, Hospitality Depot and its related entities, is allowed to give a credit reporting agency personal information about your credit application; information which may be given to an agency is covered by the Act and includes: the fact that you have applied for credit and the amount; the fact the Hospitality Depot is a credit provider to you; payments which become overdue more than 60 days and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have dishonoured more than once; in specific circumstances, that in the opinion of Hospitality Depot, you have committed a serious credit infringement; that credit provided to you by Hospitality Depot has been paid or otherwise discharged.

AUTHORISED OFFICER: NAME: _____ APPLICATION DATE: _____

TITLE: _____ SIGNATURE: _____

WITNESS NAME: _____ WITNESS SIGNATURE: _____

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GUARANTEE AND INDEMNITY BY DIRECTORS

I/We unconditionally and irrevocably guarantee payment to Spacebud Pty Ltd trading as Hospitality Depot ("Hospitality Depot") of all money now or at any time hereinafter due, owing or incurred by the Debtor to Hospitality Depot. I/We shall pay to Hospitality Depot any moneys due under this guarantee on demand.

I/We unconditionally and irrevocably indemnify Hospitality Depot against any loss Hospitality Depot may suffer as a result of the failure of the Debtor, for any reason whatever, to pay Hospitality Depot any moneys due to it. I/We as principal debtor/s shall pay to Hospitality Depot on demand a sum equal to the amount of any such loss.

This guarantee/indemnity is a continuing security and will not be affected in the event of death, incapacity, administration, bankruptcy or insolvency of the debtor. I/We waive any right I/We may have of first requiring Hospitality Depot to proceed against or claim payment from the Debtor.

I/We hereby charge with payment of the moneys and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by me/us. I/We agree that if demand is made upon me/us by Hospitality Depot I/we will immediately execute a mortgage or other instruments of security, or consent to a caveat, as required by Hospitality Depot and in the event that I/we fail to do so within a reasonable time of being so requested, then I/we hereby irrevocably and by way of security appoint any director or officer of Hospitality Depot to be my/our true and lawful attorney to execute and register such instruments.

This Guarantee and Indemnity is given by me/us in consideration for Hospitality Depot having agreed to supply (or as the case may be having agreed to continue to supply) certain goods and or services to the Debtor and to grant (or as the case may be having agreed to continue to grant) credit facilities to the Debtor.

For the purpose of this Guarantee and Indemnity, "the Debtor" means the company or business whose name and details appear as the Applicant on this application form.

Where more than one person executes this Guarantee and Indemnity their liability shall be joint and several.

In witness whereof this Guarantee and Indemnity was signed at _____ on this _____ day of _____ 20____

Signature of Witness: _____ Signature of Guarantor _____

1. Name: _____ Name: _____
Address: _____ Address: _____

Signature of Witness: _____ Signature of Guarantor _____

2. Name: _____ Name: _____
Address: _____ Address: _____

Signature of Witness: _____ Signature of Guarantor _____

3. Name: _____ Name: _____
Address: _____ Address: _____

Office Use Only

Account Manager:	Customer Service Manager:	Group Manager (if applicable):
Credit Limit Provided (\$):	Credit Check Completed: Yes / No	Reference Checks Completed: Yes / No
Applicant Account No:	Applicant Name:	Group Name (if applicable):
Approved by General Manager		
Signed: _____		Dated: _____
Approved by Credit Control / Accounts		
Signed: _____		Dated: _____

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TERMS AND CONDITIONS OF TRADE

1. Definitions

- 1.1 "Company" means Spacebud Pty Ltd trading as Hospitality Depot (ABN 24 637 991 988)
- 1.2 "Buyer" means the person entering into a sale contract with the Company. A reference to "Buyer" shall include its successors and assigns (if a corporation) and the legal personal representative (if an individual or partnership of individuals).
- 1.3 "Goods" means the goods and services the subject of the Sale.
- 1.4 "Sale" means any sale transaction between the Company and the Buyer.

2. Conditions Precedent

- 2.1 These conditions apply to all sales of the Company's goods and services despite any contrary terms in any of the Buyer's documents and constitutes the entire agreement between the parties to the exclusion of all other conditions. Acceptance of delivery of the goods indicates Buyer's acceptance of these conditions unamended. No representations, inducements, promises or agreements between the parties will be of any force or effect in varying these conditions unless agreed in writing and signed by both parties.

3. Payment and Charges

- 3.1 Unless otherwise agree in writing by the Company, payment for goods and/or services purchased from the Company will be made upon delivery.
- 3.2 The purchase price shall be payable free of any set off or counterclaim and without deduction or withholding whatsoever.
- 3.3 The Company reserves the right to alter or vary prices without notifying the Buyer.
- 3.4 The Company is not obliged to accept an order for goods and/or services from the Buyer and reserves the right at all times to suspend the supply of goods and/or services on credit without having to give reasons for its actions.
- 3.5 Goods which are not in stock will be placed on back-order unless requested otherwise by the Buyer.

4. Default

- 4.1 Should any amount payable by the Buyer to the Company, whether hereunder or otherwise, not be paid on due date, then:
 - (i) All amounts payable by the Buyer to the Company, whether hereunder or otherwise, shall become immediately due owing and payable;
 - (ii) Interest at 2% per month shall be payable on such amounts; and
 - (iii) The Company shall be entitled to terminate any purchase orders in relation to goods which have not been delivered.

5. Title Retention

- 5.1 Ownership and property in the goods shall, notwithstanding delivery to the Buyer, only pass from the Company to the Buyer when payment in full ("payment") for the goods has been received by the Company (whether or not the goods are delivered in instalments and some have been paid for by the Buyer) and until such time the Buyer shall, by separate storage or some other means, ensure that the goods are readily identifiable as the property of the Company and shall keep the goods as bailee for and on behalf of the Company;
- 5.2 Payment shall become due immediately upon the commencement of any act or proceeding in relation to the Buyer's solvency;
- 5.3 If payment is not made within 3 days of final demand in writing made by the Company the Buyer irrevocably authorises the Company without prejudice to any other remedies the Company may have, to enter the premises where the Goods are stored and re-take possession of the goods;
- 5.4 Notwithstanding the above, if the Buyer has acquired the goods for the purposes of resale then, until the Company has received full payment for the goods the Buyer shall be entitled to offer for sale and sell the goods in the ordinary course of business as principal, not agent, at the best obtainable price and the Company will be legally and beneficially entitled to the proceeds of sale to the extent of any payment due to the Company and the Buyer must keep the proceeds of any such sale separate from its own moneys and account to the Company for such proceeds and the Company will have the right to trace the proceeds according to the rules of common law; a like right will apply where the Buyer uses the goods in any way so as to be entitled to payment from a third party.

6. Delivery and Risk

- 6.1 Although the title in the goods will not pass until payment is made by the Buyer, the risk of loss or damage to goods passes to the Buyer upon delivery.
- 6.2 Unless the parties agree otherwise in writing, unloading of goods shall be the responsibility of the Buyer. The Company will not be responsible for any damage resulting from goods being unloaded.

7. Warranties and Representations

- 7.1 The Company warrants that the goods and/or services will be free from defects. If there are any defects then the Company's liability is limited, in the case of the goods, to the replacement or repair of the goods or to the cost of the replacement or repair of the goods. In the case of the services, the resupply of the services.
- 7.2 No provision of the sale shall be read as modifying any rights or liabilities implied by the Trade Practices Act 1974 or any equivalent State legislation which cannot be excluded or modified.
- 7.3 If any goods are to be repaired for any reason whatsoever then the Buyer will be liable to bear the cost of the return and delivery of the goods if onsite repair is impractical as determined by the Company in its sole and absolute discretion.
- 7.4 The warranties referred to in this clause 7 shall not apply where the damage was caused by an Act of God.

8. Limitation of Liability

- 8.1 If in the course of supplying goods and or services, the Company makes any calculations whether as an estimate or otherwise in respect of dimensions and quantities of goods based on drawings or any other data and or documents provided by the Buyer then and in such event the Company does not accept any responsibility or liability as to the accuracy of the calculation. All such calculations are provided to the Buyer as indicative only. The Company is not responsible for any mistakes in the calculations. The Buyer is deemed to have made its own assessment of any designs, quantities and dimensions and accepts full responsibility for the dimensions and quantities of goods ordered as independently verified by the Buyer without relying on the Company's calculations.
- 8.2 The Buyer is responsible for notifying the Company in writing of any specific purpose for which the goods and/or services are required. If the Buyer does not advise the Company of such specific purpose and if the Company has not agreed in writing that the goods will be supplied for such specific purpose then the Buyer agrees that it will not rely on the Company in relation to the suitability of the goods for the specific purpose.
- 8.3 The Buyer agrees that it will not rely on any advice or representations given by the Company or its employees in connection with the supply of the goods and or services including without limitation design, installation or use. The Buyer further agrees that the company will not be responsible for any errors in relation to the advice or representation.
- 8.4 The Company shall be under no liability to the Buyer for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act of omission (including negligent acts or omission) of the Company or the Company's agents.
- 8.5 The Buyer shall indemnify the Company against any claims made against the Company by any third party in respect of any loss, damage, death or injury caused by any act or omission (including negligent acts or omissions) of the Company. The Buyer further agrees to indemnify the Company against all losses and expenses which the Company may suffer or incur due to the failure of the Buyer fully to observe its obligations under the sale.

9. Claims

- 9.1 The Buyer will be deemed to have accepted goods as being in accordance with an order unless it notifies the Company in writing within 5 days of receipt of goods.

10. Cancellation

- 10.1 Goods may only be returned with the prior written approval of the Company. A restocking fee equal to 20% of the value of the goods may be payable by the Buyer at the discretion of the Company.
- 10.2 The Buyer agrees to pay all costs, expenses and any losses or damages sustained by the Company as a result of the cancellation.

11. Disputes

- 11.1 Any dispute arising under the sale shall be resolved by the parties first attempting to resolve the matter by mediation and if the parties are unable to resolve the dispute by mediation, then either party shall be at liberty to litigate the matter or by written agreement, arbitrate the dispute.
- 11.2 This contract is governed by the laws of New South Wales and the parties submit to the non exclusive jurisdiction of the Courts of New South Wales and all Courts exercising appellate jurisdiction therefrom.

12. Waiver

- 12.1 No waiver by the Company of any provision of these terms and conditions shall be binding unless agreed to in writing by the Company. No breach of any provision of these terms and conditions shall be deemed as waived by the Company by reason of any previous waiver or breach.