

APPLICATION FOR CREDIT (Total of 4 Pages)

This Application for Credit, if accepted by the DPC, becomes the Credit Contract between the DPC and the Customer.

ACCOUNT DETAILS

Trading Name _____ (“Applicant”)
 Company Name (ACN) _____ ABN _____
 Postal Address _____ P/Code _____
 Business Address _____ P/Code _____
 Telephone _____ Facsimile _____ Mobile _____
 Email Address _____
 Contact Manager _____ Accounts Contact _____
 Credit Limit Required \$ _____

TRADE REFERENCES

1. Name _____
 Phone _____ Est Monthly \$ _____
2. Name _____
 Phone _____ Est Monthly \$ _____
3. Name _____
 Phone _____ Est Monthly \$ _____

DIRECTORS OR SHAREHOLDERS FULL NAMES & ADDRESSES

Name of Director/Shareholder _____
 Private Address _____
 Date of Birth _____ Drivers Licence No. _____
 Title/Position _____
 Name of Director/Shareholder _____
 Private Address _____
 Date of Birth _____ Drivers Licence No. _____
 Title/Position _____

TERMS AND CONDITIONS OF CREDIT (“THE CREDIT ACCOUNT”)

These Conditions of Supply constitute the whole of the agreement between the DARWIN PORT CORPORATION (“the DPC”) and the person or company to whom the goods and services are being supplied (“the Customer”)

1. Schedule of Rates and Other Charges

- 1.1 Unless otherwise agreed in writing, the rates and other charges for the supply of the goods and services by the DPC to the Customer shall be in accordance with the DPC’s Schedule of Rates, which may be amended or varied from time to time.
- 1.2 The DPC shall make its best endeavours to provide to the Customer a copy of its Schedule of Rates prior to the commencement of any initial supply of goods and services, or any subsequent supply where there has been an amendment to the Schedule of Rates. However where this does not occur, the Schedule of Rates shall be deemed to have been accepted by the Customer within 24 hours of the provision of the Schedule of Rates to the Customer unless the DPC receives notice in writing of the non-acceptance of the Schedule of Rates by the Customer.

- 1.3 In the event that notice in writing is received from the Customer in accordance with 1.2 above, the DPC reserves the right to immediately terminate the supply of all goods and services to the Customer.
- 1.4 Where the Customer requests goods and services from the DPC on more than one occasion, the Schedule of Rates, unless amended or varied in the interim at the absolute discretion of the DPC, shall apply to each and every occasion of supply after the first, notwithstanding that a further copy of the Schedule of Rates is not provided to the Customer.

2. Terms of Payment for Goods and Services

- 2.1 Except where otherwise appropriate (or as agreed in writing between the DPC and the Customer), the DPC shall issue invoices to the Customer within 5 working days of the service or facility being provided or within 5 working days from the end of each month.
- 2.2 Payment in full for goods and services supplied by the DPC (“Payment”) is required within **14 (fourteen)** days from the date of invoice (“the Due Date”).
- 2.3 Payment shall not be made by way of instalments unless agreed by the DPC.
- 2.4 Where monies are due and payable but remain outstanding, interest thereon shall accrue at the rate set by the Corporation’s primary banking institution, business overdraft – indicator lending rate as set from time to time, plus an additional 5%, calculated at daily stops from the Due Date to the date upon which the monies are actually paid.
- 2.5 The Customer acknowledges that if Payment is not made in accordance with the terms of these conditions then the DPC may incur legal fees and/or other expenses in recovering Payment from the Customer. The Customer agrees to pay or reimburse the DPC all such fees and expenses.
- 2.6 The Customer shall not set-off or deduct any amount from Payment in any circumstances.
- 2.7 Monies received from a Customer will be credited to its account as follows:
 - (a) firstly, in payment of any outstanding interest;
 - (b) secondly, in payment of any fees, charges and expenses incurred by the DPC in the recovery of such monies; and
 - (c) thirdly, in reduction of the principal amount owing by the Customer.
- 2.8 The DPC reserves the right to, either before the initial supply of goods and services, or at any time thereafter, require that the Customer pay, or secure the payment of, within such period as the DPC determines, a security deposit to be held by the DPC to the credit of the Customer.
- 2.9 Such a security deposit may be called upon and applied by the DPC in reduction of any monies due and owing by the Customer to the DPC (in the same order as set out in clause 2.7 hereof), provided that the DPC gives the Customer, at least 7 days prior, written notice of its intention to do so.
- 2.10 The amount of any such security deposit required by the DPC is to be as determined by the DPC, and may be reviewed by the DPC at least once a year, and after any such review, may be continued to be held, refunded in whole or in part, or increased.
- 2.11 The DPC reserves the right at all and any times to refuse to provide services without giving notice or reasons for such refusal to the Customer.
- 2.12 The DPC reserves the right at all and any times to terminate and/or cease to supply goods and services to the Customer in the event that the Customer fails to pay any monies to the DPC as and when they become due and payable. In particular, should a payment not be made by the Customer by the Due Date, the DPC reserves the right to:-
 - a) Refuse or withdraw permission for the Customer to use the facilities and services owned or operated by the DPC
 - b) Terminate any and all existing agreements between the Customer and the DPC in relation to the supply of any goods and services covered by these Conditions;

3. Obligations of Customer

The Customer must comply with the Conditions of Supply and these Terms and Conditions of Credit.

4. Liability of the DPC

Subject to any terms conditions warranties and indemnities implied by law which by law cannot be excluded limited or restricted, the DPC shall not be liable for any loss or damage of any kind whatsoever (including injury or death to persons or loss or damage to property) and whether suffered or incurred by the Customer or a third person or persons where such loss or damage arises directly or indirectly from the Supply including, but without limiting the generality of the foregoing, any financial loss or damage. The Customer shall indemnify and keep indemnified the DPC from all losses claims actions demands proceedings damages costs charges and expenses (including consequential damages or losses) in respect of or in relation to the death of or injury to or illness of any person or persons or loss of or damage to property caused by or in connection with or arising out of the Supply.

5. Miscellaneous

- 5.1 Any variation to these Conditions of Supply and to the Schedule of Rates will be deemed to have been received by the Customer if they are forwarded by registered post to the last known postal address of the Customer.
- 5.2 Anything which in these Conditions of Supply is expressed to be done or performed by the DPC shall properly and lawfully be done and performed by any person duly authorised by the DPC.
- 5.3 These Conditions of Supply shall be governed and construed by the laws of the Northern Territory of Australia, and any proceedings in respect of any claim matter or thing against the DPC shall only be instituted or carried on in the Northern Territory of Australia.
- 5.4 The Customer shall not transfer, assign or otherwise dispose of its rights, duties, benefits, obligations or interest under these Conditions of Supply without the prior written consent of the DPC.
- 5.5 The customer shall advise the Corporation of all changes of address.

THE CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THESE TERMS OF SUPPLY AND AGREES TO BE BOUND BY THESE TERMS OF SUPPLY.

Signed for and on behalf of the Customer.

.....

(Print name and title below)

.....

Date _____

PRIVACY NOTICE

The Darwin Port Corporation is collecting the information on this form to enable us to set up a credit account in your trading name or company name. In the event that your account falls into arrears according to our credit terms and conditions set out herein, the Darwin Port Corporation may give some or all of this information to our debt collectors or legal providers. Failure to provide the information in full or in part may result in your application for credit being unsuccessful.

You may have access to this personal information provided in this form. If you have any queries, please contact the Darwin Port Corporation, on 08 89220660.

GUARANTEE and INDEMNITY

1. In consideration of us providing credit to the Customer, you (being the person(s) whose names and signatures appear below) guarantee that the Customer will pay us all amounts payable under the Credit Contract when they are due. Your guarantee continues until all these amounts have been paid in full or you end the guarantee and indemnity under clause 5.
2. You indemnify us against loss we suffer if a Credit Contract is unenforceable because of the Customer's death, insolvency or incapacity or because of any other act or omission by, or circumstances affecting the Customer. This indemnity is a continuing obligation, separate and independent from your other obligations under this guarantee and indemnity. It continues after those other obligations end unless you end the guarantee and indemnity under clause 5.
3. You must pay us the reasonable expenses we incur in enforcing this guarantee and indemnity.
4. The maximum amount we can require you to pay under this guarantee and indemnity is not more than the sum of:
 - (a) the Customer's liabilities under the Credit Contract annexed to this Guarantee and your liability under clause 2; and
 - (b) our reasonable enforcement expenses incurred in enforcing this guarantee and indemnity.
5. You may end your liability under this guarantee and indemnity at any time if you pay us the outstanding liability (which includes any amount which we determine to be a future or contingent liability) of the Customer at that time under the Credit Contract and all amounts payable by you under clause 2 at that time.
6. You acknowledge that:
 - (a) before signing this Guarantee you received and read a copy of the Credit Contract and that once you have signed it, this Guarantee forms part of the Credit Contract;
 - (b) you are responsible for making yourself aware of the financial position of the Customer.
7. (a) Under law, a trustee in bankruptcy or liquidator may ask us to refund a payment we have received in connection with the Credit Contract or this Guarantee. To the extent we are obliged to, or we agree to, make a refund we may treat the payment as if it had not been made. We are then entitled to our rights against you under this Guarantee as if the payment had never been made. This applies despite anything in this Guarantee or the fact that you may have ended it.
 - (b) Rights given to us under this Guarantee and your liabilities under it are not affected by any act or omission by us or by anything else that might otherwise affect them.
8. This Guarantee extends to the Credit Contract as varied by agreement between us and the Customer from time to time even if such variation increases your liability under this Guarantee. We do not have to inform you of any change made.

<p>Signed by the Guarantor(s):</p> <p>.....</p> <p>.....</p> <p>(Print name and address)</p> <p>Date _____</p>	<p>Signed by the Guarantor(s):</p> <p>.....</p> <p>.....</p> <p>(Print name and address)</p> <p>Date _____</p>
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Office Use Only	
Credit Approved by DPC	Yes _____ No _____
Limit \$ _____	Account Name _____
Accepted By _____	Position _____
Signature _____	