



## **GAVA INTERNATIONAL (Australia) Pty Ltd**

ABN: 55 075 447 031

### **Sydney**

Ground Floor, 25/33 Allen St, Waterloo Sydney NSW 2017  
PO Box: 355 Botany NSW 1455 Australia  
Ph: +61 2 9310 4688 Fax: +61 2 9310 4699  
E-mail: gavasyd@gava.com.au

### **Melbourne**

Office E, MIAC Building, Int'l Drive, Tullamarine VIC 3043  
PO Box: 1459 Tullamarine VIC 3043 Australia  
Ph: +61 3 9330 2399 Fax: +61 3 9330 2012  
E-mail: gavamel@gava.com.au [www.gava.com.au](http://www.gava.com.au)

Date:

## **APPLICATION FOR COMMERCIAL CREDIT ACCOUNT**

This is an application for commercial credit submitted to GAVA International (Australia) Pty. Ltd, for consideration based on the information contained herein. The submission and/or completion of this application is not to be considered an offer of credit of acceptance of the applicant for provision of credit facilities.

**IMPORTANT:** We are members of **ILLON (ex Dun & Bradstreet)**, the world's leading source of commercial information, which provide updated reports through to behavioral scoring models and analysis on businesses and individuals.

Before filling the application of credit with us, you are accepting and you are fully aware that **ILLON**, will access to your confidential information's that will become this way automatically part of D&B database, which will be available and use according to Law.

You are also aware that **ILLON** is also our **DEBT COLLECTOR**. In the event we will concede you credit, and in the event, you will not respect the credit terms given, you accept that **ILLON Debt Collector Department** will take actions and you are fully aware of the consequences you will face.

In the event we will concede you credit, you are also aware, you understand and accept, that you agree to pay us in full for our services, plus the costs incurred by Gava International (Australia) Pty Ltd in relation to collection of any such debts.

**COMPANY DETAILS**

Full Company Name: .....  
(The Applicant)

ACN/ABN: .....

Trading Name: .....

Office Address: .....

.....

.....

Postal Address: .....

.....

.....

Telephone Number: .....

Facsimile Number: .....

Applicants Internal Accountant: .....

GAVA collects this personal information to enable it to contact the above individual should it be necessary as part of any business arrangement between GAVA and the Company named herein. Any personal information held by GAVA can be accessed by the individual upon request.

Principal Business Activity: .....

**ACCOUNTANTS DETAILS:**

Accountants: .....

Accountants Address: .....

**FINANCIAL INSTITUTION DETAILS:**

Financial Institution Name: .....

Branch Address: .....

Contact Name: .....

BSB Number: .....

Account Number: .....

**CURRENT TRADE REFERENCES:**

Reference 1: .....

Phone Number: .....

Reference 2: .....

Phone Number: .....

Reference 3: .....

Phone Number: .....

GAVA is authorized to contact the Accountant, Financial Institution and Trade Referees referred to above to obtain credit information in assessing this application for credit and/or the ongoing provision of credit.

**STANDARD TERMS AND CONDITIONS OF TRADING**

1. Payment terms are Nett 7 days – ie payment is to be made to the office of GAVA by cash/cheque/EFT within seven (7) days of the invoice date.
2. GAVA reserves the right to withdraw credit facilities without notice should trading not be conducted within agreed terms.
3. GAVA reserves the right to charge a service fee on all amounts not paid within agreed trading terms. The rate is currently 12%.
4. In the event of default in payment of monies in accordance with Clause1, all outstanding amounts are immediately due and payable to GAVA.
5. All offers of credit are at the completed discretion of GAVA, and submission and/or completion of this application does not constitute an offer of credit nor an acceptance of the applicant for provision of credit facilities.
6. Amounts owed in excess of agreed credit limits are due and payable immediately and shall be paid on demand.
7. GAVA reserves the right to revise the Standard Terms and Conditions.
8. Should the collection of invoiced amounts require legal action for their recovery, these costs, Debt Collector commissions or fees incurred must be fully reimbursed to GAVA.

**REQUESTED CREDIT TERMS**

Amount of Credit: .....

Credit Terms: .....

Please indicate an estimated monthly turnover: .....

**NOTIFICATION OF CHANGE IN OWNERSHIP**

The customer shall not later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alternation, addition to the shareholding, notify GAVA in writing of the proposed change and the customer shall notify GAVA of any change, alteration to the customers internal structure and shall provide details of the change, alteration or addition.

**DECLARATION AND ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS**

I certify that the information contained in this Application for a Commercial Credit Account is to the best of my knowledge and belief of complete and correct in every detail. I have read and understood the GAVA Standard Trading Terms & Conditions (enclosed), and hereby acknowledge and accept on behalf of the applicant those Terms and Conditions. The applicant agrees to conduct all trading in accordance with those terms and conditions.

Signed By: .....

Signature: .....

The signatory warrants that he or she is authorized on behalf of the applicant to submit this application to GAVA and to credit terms and conditions stated above.

Designation of Authorised Signatory: .....  
Eg: Director, Company Secretary, Financial Controller etc.

DATE:

**IF APPLICANT IS A COMPANY, THIS PERSONAL GUARANTEE**

**MUST BE COMPLETED BY THE DIRECTORS**

I/We, the said

.....  
.....

and

.....  
.....

Company Directors, in consideration of Gava International (Australia) Pty Ltd ACN 075447031 (the "Creditor" granting credit to:

..... Pty Ltd (ACN .....) and/or any of its related corporations (as defined in the Corporations Law) (together the "Debtor") at our request HEREBY JOINTLY AND SEVERALLY irrevocably guarantee to the Creditor the due payment of all moneys and damages which now or in the futures are or may become owing (whether actually or contingently) on any account whatsoever by the Debtor to the Creditor AND unconditionally indemnify the Creditor in relation to any moneys and damages hereby guaranteed which are or are likely to be irrecoverable on the due date for any reason. IT IS AGREED that this Guarantee shall be a continuing guarantee and shall not be in any way waived or affected by any time or indulgence granted by the Creditor to the Debtor nor any arrangement or compromise with or assignment for the benefit of all or any class of the Debtor's creditors or members of a moratorium involving any of them, the appointment of an official manager or provisional liquidator in respect of the Debtor nor the winding up, dissolution or receivership of the Debtor nor the release from, compromise with or unenforceability of this Guarantee against any one or more of us. IT IS FURTHER AGREED that if the creditor is obliged to refund to any administrator or other person in connection with any such event moneys received by it for the credit of the Debtor our ourselves, those moneys shall not be considered as received by the Creditor nor discharge or diminish our liability under this guarantee.

DATE .....

(Signature Director or Directors): .....

NAME or NAMES: .....

(Signature Witness): .....

NAME Witness: .....

Address of Witness: .....

**CREDIT APPLICATION RESEARCH**

**Trade Reference 1**

Authorised Reference: .....

Position Held: .....

Months/Years of Trading: .....

Credit Limit: .....

Payment Terms: .....

**Trade Reference 2**

Authorised Reference: .....

Position Held: .....

Months/Years of Trading: .....

Credit Limit: .....

Payment Terms: .....

**Trade Reference 3**

Authorised Reference: .....

Position Held: .....

Months/Years of Trading: .....

Credit Limit: .....

Payment Terms: .....