EXPRESS COURIERS & LOGISTICS

WHEN TIME CAN'T WAIT

Ph: 1300 369 280 Email:accounts@sub60couriers.com.au

APPLICATION FOR CREDIT

Section 1

COMPANY/ BUSINESS NAME:_____

*ABN:*_____ *ACN:*_____

*COMPANY/ BUSINESS ADDRESS:*_____

_____

*MAIN PHONE:*_____ *MAIN FAX:*_____

*MOBILE:*_____ *MAIN EMAIL:*_____

Section 2

ACCOUNTS PAYABLE OFFICER:_____

*ACCOUNTS PHONE*_____*EMAIL:*_____

*SECONDARY EMAIL:*_____

ALL INVOICES SENT BY EMAIL

BILLING CYCLE: 7 DAYS

WOULD YOU LIKE A REFERENCE FIELD YES ☐ *NO* ☐ *(THIS WILL SHOW ON YOUR INVOICE NEXT TO ITS SPECIFIC JOB)*

*TYPE OF REFERENCE YOU WILL USE (PO#, MATTER#, FILE#, CLIENT NAME)*_____

DESPATCHER NAME:_____ EMAIL:_____

Section 3

*PROPRIETOR'S/ DIRECTOR'S NAMES (In Full):*_____

_____ DIRECT PH#:_____

*TYPE OF BUSINESS/ COMPANY:*_____ *YEARS ESTABLISHED:*_____

Section 4

CREDIT REFERENCES:

*1*_____*PH:*_____*EMAIL:*_____

*2*_____*PH:*_____*EMAIL:*_____

*3*_____*PH:*_____*EMAIL:*_____

Signature:	Name:	Date:

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Terms and Conditions

Please be advised that all accounts are to be paid within the **Agreed period of 7 Days** from date of invoice that you agree to adhere strictly to these terms. **Any payments outside this agreed period will incur a Credit Bar**.

The Applicant (being the entity described in section 1 of the Application) (the "**Applicant**") hereby requests the relevant member of Sub60 Express Couriers Pty Ltd (the "**Credit Provider**") to establish a commercial trade account credit facility in its name.

The Applicant agrees to be liable at all times for any outstanding balance of the Account and for all charges, fees and recovery costs which may be incurred in connection with the Account, subject to the Terms and Conditions set out below.

By executing this Application, the Applicant further acknowledges and agrees that:

a) The Credit Provider may give certain information about the Applicant to a credit-reporting agency in order to obtain a credit report which the Applicant hereby authorises. The information which is given may be covered by local privacy laws if applicable and may include, as relevant, identity particulars, the fact that the Applicant has applied for credit and details of overdue payments.

b) The Credit Provider may, in assessing whether to grant the application for credit, seek and obtain information about the Applicant from another credit provider and may give information about the Applicant to other credit providers and/or a guarantor or to a person considering to act as a guarantor of the Applicant, which the Applicant hereby authorises. The information to be disclosed may include anything about the Applicant's credit worthiness, history, standing or capacity, including information about commercial credit, which credit providers are permitted by applicable law to obtain or receive.

c) The signatory named below is authorised to give and/or receive from the Credit Provider any record or personal information about the Applicant in connection with the processing and accepting of the Credit Facility and/or the subsequent management of the credit provided. The Credit Provider will review the Credit Facility on an annual bases and may request at anytime that the Applicant (to the extent it is able) supply a copy of its most recent audited financial or such other financial information as reasonably requested.

d) The Credit Provider may require the personal guarantee from related individuals, including without limitation, where the financial position of an Applicant is unsatisfactory to the Credit Provider and/or the Applicant has an unfavourable credit history. If required, such guarantee(s) will be separately documented.

e) The Credit Provider reserves the right to refuse, in its sole discretion and without liability to the Applicant, an application for credit. A Credit Facility will not be established until approval is grant by the Credit Provider and acceptance of the Application is communicated to the Applicant.

f) The Credit Provider may withdraw the Credit Facility at any time without notice to the Applicant, including where a default (as defined below) has occurred and/or if the Account is not utilised/active for a period greater then twelve (12) months

g) The Credit Provider reserves the right to refuse, in its sole discretion and without liability to the Applicant, an application for credit. A Credit Facility will not be established until approval is granted by the Credit Provider and acceptance of the Application is communicated to the Applicant.

h) The Credit Provider reserves the right to not accept the Application if the Applicant does not nominate its actual trading address in section 1 of the Application.

i) The Credit Provider will be entitled to serve any/all notices on the Applicant to the trading address and/or the home of any one director or the registered office to the Applicant at the Credit Provider's sole discretion.

Signature:	Name:	Date:

j) The Credit Provider reserves the right to charge interest at not less than the prevailing bank bill rate on any amount which is overdue in connection with the Account by more than 45 days past the original due date.

k) An account is in the default if: (1) any amount is overdue in connection with the Account by more than 45 days past the original due date; (2) the Applicant disposes of the whole or any part of its assets, operations or business other than in the normal course of business; (3) any step is taken to enter into any arrangement between the Applicant and its creditors; (4) the Applicant ceases to be able to pay its debts as they become due; (5) the Applicant ceases to carry on business; (6) any step is taken by the mortgagee or holder of a fixed and floating charge to enter possession or dispose of the whole or any part of the Applicant asses or business (or any analogous process under any foreign law); (7) the Applicant declares themselves bankrupt or any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person (or any analogues process under foreign law); (8) if the Applicant is a partnership, if any member of the partnership is declared bankrupt or is insolvent, or any step is taken to dissolve the partnership (or any analogous process under any foreign law) ("**Default**");

l) Where a Default has occurred, the Credit Provider shall be entitled to recover in addition to any overdue amount credited to the Account, all late settlement fees, charges and recovery, enforcement and collection costs reasonable incurred by the Credit Provider in connection with the recovery of any monies owed by the Applicant to the Credit Provider pursuant to the Credit Facility (including, without limitation any legal costs on a full indemnity bases).

m) The Credit Provider may setoff any amount owing to it by the Applicant (whether or not the amount has been invoiced to the Applicant) in relation to the Credit Facility against any amount which the Credit Provider may owe to the Applicant.

n) The Credit Provider may setoff any amount owing to it by the Applicant (whether or not the amount has been invoiced to the Applicant) in relation to the Credit Facility against any amount which the Credit Provider may owe to the Applicant.

o) The Credit Facility and these Terms and Conditions shall be governed by the laws of Queensland. In relation to any legal action or proceedings to enforce these Terms or arising out of or in connection with the Credit Facility the Applicant irrevocably submits to the jurisdiction of the courts of Queensland and waives any objection to proceedings in such courts on the ground of venue or on the grounds that such proceedings have been brought in an inconvenient forum.

Signature:	Name:	Date:

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Sub 60 Couriers - Disclaimer of Liability

Disclaimer of liability ... Sub 60 Couriers is not a common carrier.
No responsibility will be accepted by Sub 60 Couriers for any loss of or damage to or misdelivery or failure to deliver or delay in the delivery of goods either in transit or in storage for any reason.
Without derogating from the foregoing disclaimer of liability, Sub 60 Couriers shall not be liable for any loss of market, loss of use, or consequential loss, concealed damage or damage caused by the inherent nature of the goods or merchandise carried, either in transit or in storage, whether caused by the negligence, wrongful act or default of Sub 60 Couriers or it's agents or employees or by any other cause.
All the rights, immunities and limitations of liability granted to Sub 60 Couriers by the foregoing provisions shall continue to have their full force and effect in the circumstances of and notwithstanding any breach of contract by Sub 60 Couriers.
The foregoing provisions shall be read subject to any legislation, State or Federal, which may give rights to consumers, but except where repugnant to the provisions of such legislation, these conditions shall continue to apply.

I/ WE HEREBY CERTIFY THE ABOVE INFORMATION TO BE TRUE AND CORRECT, UNDERTAKE TO COMPLY WITH THE TRADING TERMS AS STATED ABOVE AND UNDERSTAND THE DISCLAIMER OF LIABILITY

DATED: *THIS DAY*_____ *THIS MONTH* _____ *20*____

SIGNATURES: *DIRECTOR:* *DIRECTOR:*

_____ _____

PRINT NAME: _____ _____

SIGNATURES: *PROPRIETOR:* *PROPRIETOR:*

_____ _____

PRINT NAME: _____ _____