

**APPLICATION FOR CREDIT & TERMS & CONDITIONS
INDIVIDUALS, SOLE TRADERS, PARTNERSHIPS**



FRM-FIN-009

Thank you for applying for credit facilities with Hazell Bros. In order to process your application it must be fully completed and signed where indicated. This is a legal document. The Applicant should seek independent legal advice before signing this document. A reference to the "Applicant" means the party applying for credit pursuant to this document.

TRADING DETAILS

Trading Name:			
Trading Address:			
Business Activity		ABN	
Email:	Phone No.		

PERSONAL DETAILS (FILL OUT 2 FOR PARTNERSHIPS)

Full Name:				
Address:				
Email address:				
DOB	Driver's Licence Number:	Telephone No:	Mobile No:	Fax No:

Full Name:				
Address:				
Email address:				
DOB	Driver's Licence Number:	Telephone No:	Mobile No:	Fax No:

BANK ACCOUNT DETAILS

Account Name:			
BSB Number:		Account Number:	
Bank:		Branch:	

Postal Address: PO Box 430, Moonah, TAS 7009 Telephone: (03) 6277 7888,
Facsimile: (03) 6273 4160, Email: accounts@hazellbros.com.au

**APPLICATION FOR CREDIT & TERMS & CONDITIONS
INDIVIDUALS, SOLE TRADERS, PARTNERSHIPS**

ACCOUNT REFERENCES (please note that K&D, Nubco, Tas Farm Equipment, Roberts, Veolia, PFD and Austral Brick do not supply references).

Company Name	Phone Number	Contact Person

SUMMARY OF BUSINESS ASSETS & LIABILITES

Category	Assets	Liabilities
Business Premises		
Other Properties		
Bank Account		
Accounts Receivable Balance		
Stock		
Other		

CREDIT LIMIT

Hazell Bros Group Pty Ltd - ABN 27 088 345 804 - (all services other than described below)	\$
Hazell Bros Resources Pty Ltd - ABN 16 150 374 280 (Quarry Product)	\$
Hazell Bros Concrete PTY LTD. ABN 56 118 390 800	\$
Hazell Bros (Qld) Pty Ltd – ABN 46 145 228 986	\$

By signing this form, the Applicant:

- Acknowledges that they have read and understand the information contained in this form and in particular, the attached Credit Application Terms and Conditions;
- Warrants that the information supplied by the Applicant in this form is true, accurate and correct and not misleading; and
- Acknowledges and agrees that by executing this form, the Applicant has entered into a legally binding agreement with each Hazell Bros entity selected in this Application for Credit on the terms and conditions set out in this form and in the Credit Application Terms and Conditions, subject to the approval of the Applicant's Application for Credit by the relevant Hazell Bros entity (in their absolute discretion).

SIGNED by: Dated: ____/____/ 20

In the presence of:

Witness: Full Name:

Address:

Occupation:

Postal Address: PO Box 430, Moonah, TAS 7009 Telephone: (03) 6277 7888,
Facsimile: (03) 6273 4160, Email: accounts@hazellbros.com.au

APPLICATION FOR CREDIT & TERMS & CONDITIONS INDIVIDUALS, SOLE TRADERS, PARTNERSHIPS

FRM-FIN-009

1. Definitions

- 1.1 Defined terms used in these Terms and Conditions have the meanings set out in this clause or in the Application For Credit:
- (a) **Agreement** means these Terms and Conditions and the Application for Credit;
 - (b) **Applicant** means the applicant applying for credit from HBG pursuant to the Application for Credit;
 - (c) **Application for Credit** means the application form completed by the Applicant and attached to these Terms and Conditions for credit account facilities from HBG in relation to the provision of Goods and/or Services by HBG to the Applicant;
 - (d) **Bankruptcy Act** means the Bankruptcy Act 1966 (Cth);
 - (e) **Delivery Address** means the delivery address nominated by the Applicant in the Order;
 - (f) **Event of Default** is defined in clause 6.3;
 - (g) **Goods** means the goods described in any Order;
 - (h) **GST** has the meaning given in the GST Act;
 - (i) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth. Expressions defined in the GST Act have the same meaning when used in this Agreement;
 - (j) **HBG** means each of: Hazell Bros Group Pty Ltd ABN 27 088 345 804 (trading as Hazell Bros Group); Hazell Bros Resources Pty Ltd - ABN 16 150 374 280; Hazell Bros Concrete Pty Ltd ABN 56 118 390 800; and Hazell Bros (Qld) Pty Ltd – ABN 46 145 228 986 as selected by the Applicant in the Application for Credit and approved by the relevant HBG company;
 - (k) **Overdue Amounts** means any amount not paid by the Applicant for Goods and/or Services provided by the due date for payment of that amount pursuant to this Agreement;
 - (l) **Order** means any request for the sale of any Goods or provision of any Services made by, or on behalf of, the Applicant to HBG in a form satisfactory to HBG;
 - (m) **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion;
 - (n) **Privacy Act** means the Privacy Act 1988 (Cth); and
 - (o) **Services** means the services described in any Order.

2. Payment

- 2.1 By completing an Order, the Applicant agrees to purchase the Goods and/or Services set out in the Order, subject to this Agreement.
- 2.2 An Order is only effective when agreed to by HBG.
- 2.3 Nothing in this Agreement obligates HBG to provide the Goods and/or Services ordered by the Applicant unless and until HBG agrees to the Order.
- 2.4 Upon the Order becoming effective:
- (a) HBG must deliver the Goods and/or perform the Services; and
 - (b) the Applicant must purchase the Goods and/or Services, as set out in the relevant Order and otherwise in accordance with this Agreement.
- 2.5 The Applicant must pay for the Goods and/or Services supplied by HBG according to the amount specified as due and payable in any tax invoice issued by HBG to the Applicant. The Applicant acknowledges and agrees that this will include the purchase price payable for the Goods and/or Services plus any applicable any taxes, GST, delivery charges or other charges.
- 2.6 All amounts payable pursuant to this Agreement must be paid in full by the Applicant to HBG, within thirty (30) days of the date of the tax invoice sent by HBG to the Applicant, unless otherwise previously agreed in writing by HBG.
- 2.7 All tax invoices issued by HBG will be in accordance with the requirements for tax invoices as set out in the GST Act and include the price for the Goods and/or Services provided by HBG (including a separate amount for GST), due date and place for payment and the time and place of delivery of the Goods and/or performance of the Services by HBG.
- 2.8 The Applicant agrees to:

APPLICATION FOR CREDIT & TERMS & CONDITIONS INDIVIDUALS, SOLE TRADERS, PARTNERSHIPS

FRM-FIN-009

- (p) pay interest at the rate charged by HBG's bank on overdrafts plus two (2) per cent per annum on all Overdue Amounts from the due date for payment set out in the tax invoice, until payment in full; and
 - (q) pay upon demand any expenses incurred (or likely to be incurred) by HBG in recovering Overdue Amounts (including without limitation all legal costs and disbursements on the higher of a full indemnity basis and a solicitor/client basis, mercantile agent costs, freight costs, storage costs, electricity and telephone charges).
- 2.9 In the event that any Overdue Amount becomes payable by the Applicant, and without prejudice to any other remedy HBG may have, the Applicant agrees that HBG may:
- (a) without notice suspend indefinitely any further deliveries of Goods and/or performance of Services to the Applicant;
 - (b) terminate this Agreement.

3. Delivery and ownership of Goods

- 3.1 HBG will deliver the Goods and/or perform the Services at the Delivery Address.
- 3.2 Subject to clause 3.3, the risk in all Goods delivered by HBG to the Applicant passes from HBG to the Applicant, and the Applicant is deemed to have taken delivery of all Goods, upon the Goods being delivered to the Delivery Address, and a delivery docket signed for by the Applicant or an authorised representative of the Applicant.
- 3.3 The Applicant must ensure that either the Applicant or an authorised representative of the Applicant is available at the Delivery Address to accept delivery of the Goods and/or performance of the Services.
- 3.4 The signing of HBG's delivery docket will be conclusive evidence that the Goods and/or Services have been delivered to the Applicant in the quantity and quality set out in the Order and otherwise in accordance with this Agreement.
- 3.5 Any claim by the Applicant in relation to the quantity or quality of the Goods and/or Services delivered must be noted on the delivery docket by the Applicant or the Applicant's authorised representative at the time of delivery. The Applicant acknowledges and agrees that a failure to note the claim on the delivery docket constitutes a waiver of the Applicant's right to make a future claim against HBG in relation to the quantity or quality of the Goods and/or Services delivered.
- 3.6 In the event that neither the Applicant nor the Applicant's authorised representative is present at the Delivery Address to accept delivery:
- (a) HBG may deliver the Goods and/or perform the Services at the Delivery Address and the Applicant will be deemed to have accepted the delivery of the Goods and/or Services in accordance with the Order and this Agreement; and
 - (b) The Applicant will be required to notify HBG of any claims in relation to the quantity or quality of the Goods and/or Services delivered within three days of the date of delivery and a failure to notify a claim within this period will constitute a waiver of the Applicant's right to make a future claim against HBG in relation to the quantity or quality of the Goods and/or Services delivered.
- 3.7 Ownership in the Goods supplied by HBG to the Applicant will not pass to the Applicant but will remain in HBG until HBG receives payment in full of all amounts owing (including any taxes, delivery charges or other charges) to HBG by the Applicant for the Goods.
- 3.8 Until ownership in the Goods passes to the Applicant under clause 3.7, the Goods will be held by the Applicant as bailee and in a fiduciary capacity for HBG.
- 3.9 HBG is entitled to regain possession of the Goods at any time before ownership in the Goods passes to the Applicant and for that purpose, the Applicant authorises HBG to enter any premises of the Applicant where the Goods may be stored.

4. Representations and warranties

- 4.1 The Applicant warrants that the facts and representations contained in the Application for Credit are true and correct and the Applicant is aware and acknowledges that HBG will rely upon the correctness of such facts and representations in deciding whether or not to provide credit to the Applicant.
- 4.2 The Applicant warrants to HBG that:
- (a) the Applicant has the legal right and power to enter into this Agreement and to purchase the Goods and/or Services from HBG on the terms of this Agreement;
 - (b) this Agreement is a valid and binding agreement of the Applicant, enforceable in accordance with its terms;
 - (c) the Applicant is entering into this Agreement in its own capacity and not as trustee of any trust. The Applicant is personally liable for any amount owing pursuant to this Agreement;
 - (d) this Agreement does not conflict with or result in a breach of or default under any term or provision of any agreement or deed or any writ, order or injunction, judgment, law, rule or regulation to which it is party or is subject or by which the Applicant is bound; and

APPLICATION FOR CREDIT & TERMS & CONDITIONS INDIVIDUALS, SOLE TRADERS, PARTNERSHIPS

FRM-FIN-009

- (e) the Applicant is not (and has never been) bankrupt, is able to pay their debts as and when they become due and payable, has not stopped or suspended, or threatened to stop or suspend, payment of all or a class of its debts, and no circumstance exists which would require a court to declare that the Applicant is bankrupt under the Bankruptcy Act.
- 4.3 To the extent permitted by law, nothing in this Agreement is to be construed as a warranty that the Goods and/or Services are sold on a basis other than "as is where is" and HBG makes no warranty as to the condition, fitness for purpose or quality of the Goods and/or Services.
- 4.4 The Applicant releases HBG from, and indemnifies HBG against all liability and loss arising out of or connected with this Agreement, including but not limited to the Applicant's use, possession or ownership of the Goods.
- 4.5 To the extent permitted by law, HBG's liability for breach of any condition or warranty applicable to the Goods and/or Services, is limited to any one or more of the following (as determined by HBG in its discretion):
- (a) replacement of the Goods and /or Services or the supply of equivalent Goods and/or Services;
 - (b) in the case of provision of Goods only, repair of the Goods;
 - (c) payment of the cost of replacing the Goods and/or Services or acquiring equivalent Goods and/or Services.
- 5. GST**
- 5.1 Unless otherwise stated in this Agreement, all amounts payable by one party to another party are exclusive of GST.
- 5.2 If GST is imposed or payable on any supply made by a party under this Agreement, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- 5.3 A party's right to payment under clause 5.2 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- 6. Term and termination**
- 6.1 Subject to clause 6.2, this Agreement commences on the date of approval of the Applicant's Application for Credit by HBG and continues until terminated in accordance with clause 6.2 or otherwise by notice in writing from HBG.
- 6.2 If an Event of Default occurs, HBG may (without prejudice to any of its other rights and remedies):
- (a) terminate this Agreement; or
 - (b) without notice, cease to provide credit to the Applicant; and
 - (c) at any time enter any property owned or occupied by the Applicant for the purposes of taking possession of and removing any Goods supplied under this Agreement for which payment has not been received.
- 6.3 The following comprise Events of Default:
- (a) the filing of an application for the Applicant to be declared as bankrupt under the Bankruptcy Act;
 - (b) declaration of the Applicant as an undischarged bankrupt under the Bankruptcy Act;
 - (c) the Applicant becomes subject to an agreement pursuant to Part IX or Part X of the Bankruptcy Act;
 - (d) the Applicant becomes, admits in writing that it is, or is declared by a court to be unable to pay its debts as and when they fall due; or
 - (e) breach of this Agreement by the Applicant which is not remedied within 14 days of the Applicant receiving notice of the breach from HBG.
- 7. Notices**
- 7.1 Any Notice or other communications to be given under or in connection with this Agreement must be in English, in writing, signed by an authorised officer of the sender and marked for the attention as set out or referred to in the Application for Credit or, if the recipient has notified otherwise, then marked for attention in the way last notified.
- 7.2 Notices must be:
- (a) left at the address set out or referred to in the Application for Credit; or
 - (b) sent by prepaid post to the address set out or referred to in the Application for Credit; or

APPLICATION FOR CREDIT & TERMS & CONDITIONS INDIVIDUALS, SOLE TRADERS, PARTNERSHIPS

FRM-FIN-009

(c) sent by fax to the fax number set out or referred to in the Application for Credit.

- 7.3 However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
- 7.4 Notices take effect from the time they are received unless a later time is specified in them.
- 7.5 If sent by post, notices are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).
- 7.6 If sent by fax, notices are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

8. Privacy

- 8.1 HBG agrees, in respect of Personal Information held in connection with this Agreement:
- (a) to comply with the Privacy Act and other legislation regarding privacy in force from time to time that is applicable to HBG or the Applicant;
 - (b) to use the Personal Information only for the purposes of this Agreement; and
 - (c) not to disclose the Personal Information without the written authority of the Applicant except for the purposes of fulfilling its obligations under this Agreement or as required by law.
- 8.2 The Applicant irrevocably authorises HBG to disclose to, or obtain from, a credit reporting agency, such Personal Information as is permitted to be disclosed or obtained, pursuant to the Privacy Act and to use such information in any manner and for any purpose permitted under the Privacy Act at any time during the term of this Agreement.

9. General

- 9.1 The Applicant:
- (a) pursuant to this Agreement, charges all estate, title and interest in all property of the Applicant in favour of HBG in respect of any amounts owed, or to be owed, now or in the future, by the Applicant to HBG; and
 - (b) agrees to provide any further security which HBG considers reasonable.
- 9.2 The Applicant acknowledges and agrees that:
- (a) all transactions and dealings between the Applicant and HBG will be made strictly in accordance with this Agreement, from time to time;
 - (b) the Applicant will pay all amounts payable punctually and strictly in accordance with this Agreement;
 - (c) the Applicant has entered into this Agreement relying entirely upon its own independent appraisal and assessment of the Goods and/or Services;
 - (d) the conditions and stipulations in this Agreement constitute the only agreement between the parties in relation to the sale of the Goods and/or supply of Services;
 - (e) the Applicant does not rely upon any warranty, statement or representation made or given by or on behalf of HBG; and
 - (f) the Applicant is fully aware of the contents of this Agreement.
- 9.3 The Applicant agrees that HBG may vary these terms and conditions by notice in writing to the Applicant. The Applicant agrees that the purchase of any Goods and/or Services after the date of a notice of variation will be deemed to be an acceptance of such varied terms and conditions.
- 9.4 The Applicant agrees that should there be any variation to any of the information supplied by the Applicant to HBG, the Applicant must promptly notify the Accounts Department of HBG in writing.
- 9.5 These Terms and Conditions and all obligations under this Agreement will be binding on the Applicant's personal representatives, successors and permitted assigns and will be for the benefit of HBG and its successors and assigns.
- 9.6 Nothing in this Agreement requires HBG to exclusively sell Goods or provide Services to the Applicant. HBG does not guarantee to sell any minimum quantity of Goods and/or Services to the Applicant.
- 9.7 Where there is more than one person which together constitute the Applicant to this Agreement, the obligations and liabilities of each and every such person will be joint and several.
- 9.8 The Applicant acknowledges that HBG has given the Applicant full and unrestricted opportunity to seek independent legal advice as to the Applicant's obligations under this Agreement prior to signing this Agreement.
- 9.9 Any provision of, or a right or remedy arising under, this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction only to the extent of that prohibition or unenforceability.

APPLICATION FOR CREDIT & TERMS & CONDITIONS INDIVIDUALS, SOLE TRADERS, PARTNERSHIPS

FRM-FIN-009

-
- 9.10 If any provision of this Agreement is unenforceable in any jurisdiction, it does not affect the enforceability of that provision in any other jurisdiction or the enforceability of the remaining provisions in any jurisdiction.
- 9.11 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force, unless the severance would change the underlying principal commercial purpose or effect of this Agreement.
- 9.12 The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 9.13 This Agreement shall be governed by, and interpreted according to, the laws of Tasmania and each party irrevocably submits itself to the exclusive jurisdiction of the courts of Tasmania in respect of any proceedings arising out of or relating to this Agreement.