



*Nothing's too hard.*

**MIDSTATE NOMINEES PTY LTD  
TRADING AS MIDSTATE THRIFTY LINK**

Hereinafter referred to as Midstate Thrifty Link

89 Esmond Road SA 5540.  
Tel: (08) 8632 3022 Fax: (08) 8633 0806.  
ABN 20 007 941 095.

Application for a 30 day credit facility with Midstate Thrifty Link (ABN 20 007 941 095).

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Midstate Nominees Pty Ltd trading as Midstate Thrifty Link.

**Welcome** and thank you for shopping at Midstate Thrifty Link. We appreciate your business. To apply for a 30 day credit facility, we kindly request that you complete this application form. Credit is for approved customers only and terms and conditions apply. Please be aware that:

- Payment is *strictly* net **7 days** from receipt of statement. A minimum account balance for an active month is \$15.00.
- Statements are posted to account holders on a monthly basis.
- When you make a purchase using your credit facility, you must sign all paper invoices supplied by your customer service representative, even if you do not wish to take a copy.

**SECTION ONE (1) – APPLICANTS PARTICULARS.**

**Application number: [2009- - ]**

<b>1.1</b>	You (the applicant) are... (Tick one)	A company <input type="checkbox"/>	A Partnership <input type="checkbox"/>	An individual <input type="checkbox"/>
<b>1.2</b>	Applicant's full name:	Surname _____	Given Names _____	
<b>1.3</b>	Trading name:	_____		
<b>1.4</b>	Trading address:	Street _____		
	Town/Suburb _____	State/Territory _____	Postcode _____	
<b>1.5</b>	Business phone:	_____	Business fax:	_____
<b>1.6</b>	E-mail address:	_____	Website:	<a href="http://">http://</a> _____
<b>1.7</b>	Home Phone:	_____	Mobile phone:	_____
<b>1.8</b>	Residential address:	Street _____		
	Town/Suburb _____	State/Territory _____	Postcode _____	
<b>1.9</b>	Is the business trading name held in the name of the applicant?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
	If NO, what is your position the business/company?	_____		
<b>1.10</b>	What is your ABN or ACN?	ABN <input type="checkbox"/>	ACN <input type="checkbox"/>	_____
<b>1.11</b>	Business registration number:	_____	Date of registration:	_____
<b>1.12</b>	Nature of your business (briefly):	_____		
<b>1.13</b>	Commencement date of business:	Day _____	Month _____	Year _____
<b>1.14</b>	Applicant's driver's license number?	_____	Desired credit per month::	\$ _____
<b>1.15</b>	Contact person for accounts payable:	Name _____	Telephone:	_____
<b>1.16</b>	<b>SIGNATURE OF APPLICANT.</b>	_____		

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**SECTION FOUR (4) – TERMS AND CONDITIONS OF CREDIT.**

I (print name)

Hereinafter referred to as “the customer”, agree to all of the following:

- 4.1** The customer warrants that the information supplied in this agreement is truthful and accurate.
- 4.2** The customer accepts the terms and conditions of this agreement.
- 4.3** Notwithstanding any implication of law to the contrary, this agreement between the customer and Midstate Thrifty Link is deemed to be made and constructed in South Australia, and any legal action taken for enforcement of recovery may be taken under jurisdiction of the Courts in the state of South Australia.
- 4.4** The customer agrees to adhere to the payment term, which is full payment for goods within 30 days of the invoice date. Cash, cheque (Bank, business or Personal), Major cards and money orders are accepted forms of payment. A \$30 dishonor fee applies to cheques that bounce.
- 4.5** If full payment is not received by the due date, a service fee will be charged and will be payable by the customer.. And in addition any discounts applied will be reversed.
- 4.6** An administration fee of fifteen dollars (\$AU15) is payable by the customer if the credit facility has been used in a month where the balance has not exceeded fifteen dollars (\$AU15).
- 4.7** Midstate Thrifty Link reserves the right to terminate or freeze the customers credit facility at any time without prior notice or explanation.
- 4.8** All goods remain the property of Midstate Thrifty Link (ABN 20 007 941 095) until such time as the customer completes full payment for the goods to Midstate Thrifty Link.
- 4.9** All risk for goods shall pass to the customer upon delivery of the goods. If the customer takes delivery at the business premises of Midstate Thrifty Link, then the delivery shall occur upon completion of loading.
- 4.10** The customer must sign all invoices corresponding to goods purchased on the credit facility.
- 4.11** The customer authorizes persons in section 3.1 and 3.2 of this agreement to make transactions on the customers credit Facility. Persons that have signed section three enter into this agreement.
- 4.12** If the customer dishonors the payment term in condition 4.4, and fails to settle the account immediately upon request from Midstate Thrifty Link, Midstate Thrifty Link may retake possession of the goods. All costs invoked by the repossession of goods are fully payable by the customer, including (but not limited to) labor, freight and handling.
- 4.13** The customer irrevocably authorizes Midstate Thrifty Link, it's agents and servants to enter the customers premises without prior notice at any time, for the purpose of assessment and/or recovery of goods.
- 4.14** (This section has been purposely left blank.)
- 4.15** The customer will indemnify Midstate Thrifty Link against financial loss or damage caused directly or indirectly by a breach of this agreement.
- 4.16** The customer shall notify Midstate Thrifty Link of any changes in particulars or ownership, within 14 days of the change taking effect.



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**SECTION FOUR (4) – TERMS AND CONDITIONS OF CREDIT, CONTINUED.**

I (print name) \_\_\_\_\_ hereinafter referred to as “the customer”, agree to all of the following:

- 4.18** In accordance with provision 18E(8)(c) of the Privacy Act 1988, certain personal information relating to the customer may be disclosed by Midstate Thrifty Link to a credit reporting agency. The information that may be disclosed is in section 18E (1) of the Privacy Act 1988 (“Permitted contents of credit information files”).
- 4.19** In accordance with the provisions of paragraph 18L(1) of the Privacy Act 1988, use of personal information contained in the customers credit report etc. by Midstate Thrifty Link may occur for the purpose of assessing the customers application to Midstate Thrifty Link for credit.
- 4.20** Claims for damage, supply shortage or non-delivery of goods must be made, and brought to the managers attention within 24 hours of the time of delivery.
- 4.21** Please choose carefully. You are not entitled to a refund if you simply change your mind or make a wrong choice.  
You are entitled to a refund if the goods purchased:  
Are defective (the defect not being caused by you.)  
Do not match the description or sample provided by us.  
Do not do what they are supposed to or what we said they would.  
We are happy to exchange, credit or repair the goods if you choose. This refund policy applies only if you return the goods within a reasonable time and you can prove that you have purchased the item from us.
- 4.22** This agreement is subject to acceptance from Midstate Thrifty Link. Midstate Thrifty Link will notify the customer of acceptance/declination once processing is complete (normally around seven working days).

**DECLARATION.**

I / We: (please print full name) \_\_\_\_\_

Solemnly agree to the terms and conditions of this agreement. I declare that the information I have supplied is truthful and accurate to the best of my knowledge.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**WITNESS.**

Name: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Signature of witness: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you. Please submit your application to:

**The Office Manager,**

Midstate Thrifty Link,  
89 Esmond rd Port Pirie 5540

Midstate Thrifty Link will notify the applicant of acceptance/declination once processing is complete (normally within seven working days). Incomplete information will delay processing.



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## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Midstate Nominees Pty Ltd and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

\_\_\_\_\_ ("The Buyer")

### I/WE UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
- HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof)) incurred by or assessed against the Seller in connection with:
  - the supply of goods and/or services to the Buyer; or
  - the recovery of moneys owing to the Seller by the Buyer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominee's costs of collection and legal costs calculated on a solicitor and own client basis; or
  - moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
- This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.**
- The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.
- I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.

<b>GUARANTOR-1</b>	
SIGNED: _____	
FULL NAME: _____	
PRESENT ADDRESS: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	OCCUPATION: _____
PRESENT ADDRESS: _____	

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

<b>GUARANTOR-2</b>	
SIGNED: _____	
FULL NAME: _____	
PRESENT ADDRESS: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	OCCUPATION: _____
PRESENT ADDRESS: _____	

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- Note: 1. If the Buyer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).  
 2. If the Buyer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.