



Tasco Masonry Pty Ltd T/A  
 Tasco Blocks and Pavers  
 26 Bass Highway  
 Roundhill Burnie 7320  
 Phone: 03 64319178 Fax: 03 64319636  
 Email: [info@tascoblocksandpavers.com.au](mailto:info@tascoblocksandpavers.com.au)  
 ABN: 92 084 354 199

# Confidential Credit Application Form

**Completing and Submitting this Document**

Thank you for applying for credit facilities with Tasco Blocks and Pavers. For your application to be processed, it is necessary to complete and sign both parts of this document, the **Confidential Credit Application Form** and the **Personal Guarantee and Indemnity Agreement**.

**Section 1 – All Applicants Complete this Section**

*Enter all details relevant to your business*

Business Operates as  Pty Ltd / Ltd Company  Trustee  Sole Trader  Partnership

Business / Company \_\_\_\_\_ ABN \_\_\_\_\_

Trading Name \_\_\_\_\_

Trust Name \_\_\_\_\_

Postal Address \_\_\_\_\_

Business / Street Address \_\_\_\_\_

Ph. Business (\_\_\_\_\_) \_\_\_\_\_ After Hours (\_\_\_\_\_) \_\_\_\_\_ Mobile \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Year Business Commenced \_\_\_\_\_ Nature of Business \_\_\_\_\_

Bank Name \_\_\_\_\_ BSB No. \_\_\_\_\_ Account No. \_\_\_\_\_

Contracting / Building Licence No. \_\_\_\_\_ Credit Amount Required \_\_\_\_\_

**Section 2 – Companies, Sole Traders and Business Partnerships**

*Enter details for all Directors, Sole Traders and Business Partners*

(1) Full Name _____	(2) Full Name _____
DOB ____/____/____ Drivers Licence No. _____	DOB ____/____/____ Drivers Licence No. _____
Residential Address _____	Residential Address _____
_____ Post Code _____	_____ Post Code _____
Residence <input type="checkbox"/> Owned <input type="checkbox"/> Rented	Residence <input type="checkbox"/> Owned <input type="checkbox"/> Rented
(3) Full Name _____	(4) Full Name _____
DOB ____/____/____ Drivers Licence No. _____	DOB ____/____/____ Drivers Licence No. _____
Residential Address _____	Residential Address _____
_____ Post Code _____	_____ Post Code _____
Residence <input type="checkbox"/> Owned <input type="checkbox"/> Rented	Residence <input type="checkbox"/> Owned <input type="checkbox"/> Rented

**Section 3 – Spouses of Directors, Sole Traders and Business Partners***Enter details Spouses of all Directors, Sole Traders and Business Partners*

(1) Spouses Full Name \_\_\_\_\_

DOB \_\_\_/\_\_\_/\_\_\_ Drivers Licence No. \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

(2) Spouses Full Name \_\_\_\_\_

DOB \_\_\_/\_\_\_/\_\_\_ Drivers Licence No. \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

(3) Spouses Full Name \_\_\_\_\_

DOB \_\_\_/\_\_\_/\_\_\_ Drivers Licence No. \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

(4) Spouses Full Name \_\_\_\_\_

DOB \_\_\_/\_\_\_/\_\_\_ Drivers Licence No. \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

**Section 4 – All Applicants Complete this Section***Enter Trade References – Major Suppliers*

Name	Location	Phone No.
1.		
2.		
3.		

*Enter Details of Assets and Liabilities*

Assets		Liabilities	
Description	\$ Value	Description	\$ Amount
<b>Total</b>		<b>Total</b>	

**Credit Account Terms and Conditions**

These terms and conditions will apply to Goods sold to the Customer on credit by the Supplier. In these terms and conditions:

- "Customer" means the party making this application for credit.
- "Goods" includes services.
- "Real Property" means all real property owned by the Customer now or in the future, solely or jointly.
- "Related Bodies Corporate" has the same meaning as in the Corporations Act 2001.
- "Supplier" means Tasco Blocks and Pavers and or any company from time to time being a related body corporate (as defined by the Corporations Act 2001) to Tasco Blocks and Pavers jointly and severally and its and their successors and assigns either presently or in the future, from whom Goods are purchased.
- Singular words include the plural and vice versa.

**1. Customer Obligations**

The customer agrees that it will:

- a) Pay by the due date, without any deduction or setoff, the price charged by the Supplier for Goods supplied to the Customer
- b) Pay any stamp duty assessed on this document, and
- c) Advise the Supplier in writing of any changes in its business structure as shown in this application within two (2) business days of such change occurring. The Customer shall remain liable for all Goods supplied until the time that the Supplier has accepted a fresh credit application.

If the Customer fails to comply with these obligations or makes any misrepresentation to the Supplier, credit facilities may be withdrawn. In such case, all charges to the Customer's account will become due immediately.

**2. Overdue Accounts and Security**

- a) Any amount not paid by the due date will, at the discretion of the Supplier, incur interest at the 1.5% above the rate charged by National Australia Bank for overdrafts in excess of \$100,000. Such interest shall be calculated on monthly balances.
- b) The Customer agrees to pay all legal costs and expenses (including commissions paid by the Supplier to any commercial or mercantile agent) incurred by the Supplier in connection with the recovery of overdue amounts.
- c) As security for the obligations and liabilities of the Customer, the Customer hereby charges for the due and punctual payment and performance of those obligations and liabilities, all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all Real Property.
- d) Without limiting the generality of the charge in Clause 2 (c), the Customer agrees, on request by the Supplier, to execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. The Customer shall indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of any such mortgage documents.
- e) The Customer consents unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.

**3. Terms and Conditions and Credit Limit**

- a) These terms and conditions apply to any Goods sold to the Customer by the company which is not now, but at the time such goods are sold is a Related Body Corporate of Tasco Blocks and Pavers.
- b) Any terms and conditions of sale notified by the Supplier to the Customer (whether on an invoice, docket or otherwise) shall apply in addition to these terms and conditions.
- c) The credit allowed under this application is limited to the higher of the amount advised by the Supplier or the amount of credit extended by the Supplier to the Customer.

**4. Title of Goods**

- a) Title to goods sold to the Customer shall remain vested in the Supplier and shall not pass to the Customer until all monies owing by the Customer to the Supplier have been paid in full. The Supplier shall have the right to retake possession of Goods where title of those Goods has not passed to the Customer.
- b) If prior to transfer of title, the Customer sells the Goods or uses the Goods in a manufacturing or construction process of its own or of a third party, then the Customer will hold the proceeds of such sale or process, as relates to the Goods, in trust for the Supplier. The creation of, or failure of, any such trust shall not in any way limit obligation of the Customer to pay an amount owing to the Supplier of Goods supplied.

**5. Privacy**

The Customer authorises the Supplier to:

- a) Obtain credit information about its personal or commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee.
- b) Use, disclose or exchange with other credit providers information about its credit arrangements in order to assess this application for credit, monitor credit worthiness or collect overdue accounts.
- c) Disclose the contents of any credit report on the Customer to the Supplier's solicitor and mercantile agents.

If the Customer does not provide the personal information requested in this document, the Supplier may be unable to process this application. The Supplier complies with the National Privacy Principals in relation to the collection and disclosure of information regarding individuals.

**ACKNOWLEDGMENT**

The Customer agrees to be bound by the above terms and conditions.

ALL DIRECTORS, SOLE TRADERS AND BUSINESS PARTNERS SIGN BELOW

INDEPENDENT WITNESSES SIGN BELOW

(1) Sign on behalf of the customer by

Signature \_\_\_\_\_

Print name of Signatory \_\_\_\_\_

Print Title / Position \_\_\_\_\_

(1) Witnesses by

Signature \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Date \_\_\_\_\_

(2) Sign on behalf of the customer by

Signature \_\_\_\_\_

Print name of Signatory \_\_\_\_\_

Print Title / Position \_\_\_\_\_

(2) Witnesses by

Signature \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Date \_\_\_\_\_

(3) Sign on behalf of the customer by

Signature \_\_\_\_\_

Print name of Signatory \_\_\_\_\_

Print Title / Position \_\_\_\_\_

(3) Witnesses by

Signature \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Date \_\_\_\_\_

(4) Sign on behalf of the customer by

Signature \_\_\_\_\_

Print name of Signatory \_\_\_\_\_

Print Title / Position \_\_\_\_\_

(4) Witnesses by

Signature \_\_\_\_\_

Print Name of Witness \_\_\_\_\_

Date \_\_\_\_\_

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ABN: 92 084 354 199

# Confidential Personal Guarantee and Indemnity Agreement

## Important to Note

As part of your application for credit, this Personal Guarantee and Indemnity Agreement must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).  
Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witnesses.

I / we, the 'Guarantor(s)', have requested the Supplier to

Supply ..... trading as ..... (the 'Customer')  
*Business or Company Name / or Trust* *Trading Name*

Of ..... with Goods on credit.  
*Address of Business or Company*

Should the Supplier elect to do so:

1. I/we guarantee payment to the Supplier of the price charged by the Supplier for Goods supplied to the Customer for time to time, without any deduction or setoff whatsoever. I/we also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier.
2. I/we indemnify the Supplier against all costs, losses and expenses which it incurs as a result of any default by the Customer. I/we agree to pay any stamp duty assessed on this Guarantee.
3. My/our guarantee and indemnity under this Guarantee will not be affected:
  - a. If the Supplier grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee);
  - b. By the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors; or
  - c. Any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.
4. I/we agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to that Supplier.
5. This Guarantee extends to credit given to the Customer in the future by the company which is not now, but at the time such credit is extended is a Related Body Corporate of Tasco Blocks and Pavers.
6. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice of withdrawal being given to the Supplier's Company Secretary at the Supplier's registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.
7. I/we authorise the Supplier to do each of the things listed in Clause 5 of the Credit Application terms and conditions in relation to my/our personal credit matters.
8.
  - a. As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my / our legal and equitable interest (both present and future) of whatsoever nature held in any and all Real Property.
  - b. Without limiting the generality of the charge in Clause 8 a., I/we agree on request by the Supplier to execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. I/we shall indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of such mortgage documents.
  - c. I/we consent unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.
  - d. If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we agree to indemnify the Supplier against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under Clause 6.
  - e. If the charge created by Clause 8 a. is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's rights against the Guarantor(s).
  - f. If the Guarantor(s) is the trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.
9. The definitions in the Credit Application Form shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly, Also, singular words include the plural and vice versa.

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# Confidential Personal Guarantee and Indemnity Agreement (continued)

## CERTIFICATE OF GUARANTEE EXECUTED AS A DEED

### ACKNOWLEDGMENT

By signing below as Guarantor(s), I/we understand the terms of this Guarantee. In particular, I/we understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me/us personally. In such case, the Supplier may, amongst other recovery rights, take a charge over any Real Property.

I/we certify that I/we have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

#### Signing the Personal Guarantee and Indemnity – All Directors, Sole Traders, Business Partners and any other Guarantors

All Directors, Sole Traders, Business Partners and any other Guarantors complete and sign below as Guarantors in the presence of Independent Witnesses (not Spouses or Family Members). Spouses of all Directors, Sole Traders and Business Partners are requested to also sign below as Guarantors in the presence of Independent

<p>..... Signature of Guarantor</p> <p>..... Print Name of Guarantor</p> <p>..... Print Residential Address of Guarantor</p> <p><i>In the presence of:</i></p> <p>..... Signature of Witness</p> <p>..... Print Name of Witness</p> <p>..... Print Residential Address of Witness</p> <p>..... Date</p>	<p>..... Signature of Guarantor</p> <p>..... Print Name of Guarantor</p> <p>..... Print Residential Address of Guarantor</p> <p><i>In the presence of:</i></p> <p>..... Signature of Witness</p> <p>..... Print Name of Witness</p> <p>..... Print Residential Address of Witness</p> <p>..... Date</p>
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