

154 SCOTT STREET
CAIRNS QLD 4870

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CASH ACCOUNT APPLICATION

Business Structure:

Please circle as applicable

Pty Ltd Company

Sole trader

Owner builder/renovator

Trust

Ltd Company

Partnership

Personal

Other

Trading Name <small>this will be the name of the account</small>			
Registered Name			
ACN		ABN	
Business street address			
Business postal address			
Company registered address			
Telephone		Fax	
Mobile			
Email			

Individual Details

Name			Title	
Address <small>home</small>				
Date Of Birth		Drivers licence		Mobile
Occupation				Employer

Name			Title	
Address <small>home</small>				
Date Of Birth		Drivers licence		Mobile
Occupation				Employer

Business Information

Date business commenced	
Nature of business and/or Trade Type	

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PRIVACY STATEMENT

1. The privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection Act 2012)* (Act).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms “personal information”, “sensitive information”, “credit eligibility information”, “credit information”, “commercial credit purpose”, “consumer credit purpose”, “credit reporting body”, “credit provider”, “credit reporting information”, “credit reporting code” carry the same meaning as under the Act and the term “information” means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The supplier may collect personal information about the Applicant/s for the Suppliers primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Applicant/s consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both the primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may have already collected, information from the Applicant/s, other credit providers, credit reporting bodies and other third parties for the purpose of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, or extending future credit to, the Applicant/s or their related bodies corporate.
7. The Applicant/s consent to the Supplier obtaining and making disclosure of information about the Applicant/s from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a consumer credit purpose and/or another related purpose. The Supplier and the Applicant/s agree that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Applicant/s to credit reporting bodies. The Supplier intends to disclose default information to credit reporting bodies. The Applicant/s consent to such disclosure. The Suppliers credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicant/s right to request limitations to the use of the information.
9. The Supplier may disclose information about the Applicant/s and the Applicant/s hereby acknowledge that they consent to the disclosure of such information to the Suppliers employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Applicant or their related bodies corporate, including overseas recipients and recipients who do not have an Australian link.
10. By reason of the Applicant/s consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier’s dealing with the Applicant’s and/or Guarantor(s)’ information.
11. A full copy of the Supplier’s privacy policy and credit reporting policy can be obtained from the Supplier’s website or by making a request in writing directed to the Supplier’s privacy officer. The Supplier’s privacy policy and credit reporting policy contain information about how to access and seek correction of information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.

The Applicant/s hereby applies for the opening of a cash account and provides the above information in support thereof.

If you are a representative of the applicant:

I am/we are authorised to sign this credit application form on behalf of the Applicant/s and the information given is true and correct to the best of my/our knowledge.

Signature		Signature	
Name (print)		Name (print)	
Position		Position	
Date		Date	

Please return all four pages for our records.

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TERMS AND CONDITIONS

Terms of Agreement and Payment

1. The terms of payment are **strictly payment in advance of shipping or at time of purchase in our branches**. CAIRNS HARDWARE COMPANY Pty Ltd ABN 87 009 881 341 and its related bodies corporate (as that term is defined in the *Corporations Act 2001*) (**Supplier**) may, at any time, vary the terms of trade upon 48 hours' notice to the Applicant.
2. Payment will be made by cash, credit card, bank cheque or payment transfer to our bank account, and without deduction unless otherwise agreed by the parties.
3. Payment will be made by cash, credit card, bank cheque or electronic funds transfer and without deduction unless otherwise agreed by the parties.
4. Credit card payments may incur an administration fee of 2% (calculated on the amount paid) on any payment that is made other than as provided in clause 2, which fee is agreed as the liquidated cost of processing such an abnormal payment.

Jurisdiction

5. The Applicant acknowledges and agrees that this agreement shall be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.
6. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
7. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

Formation of contract

8. Quotations made by the Supplier shall not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it and will notify the Applicant of the reason for rejection or refusal. Only written acceptance by the Supplier of the Applicant's offer shall complete a contract.
9. Placement of an order, either verbally or in writing, shall imply acceptance of the Supplier's offer and of these terms and conditions.

Retention of title

10. Should the payment provided in advance or at the time of sale default or fail at any time, the Applicant agrees that property and title in the goods shall not pass to the Applicant and the Supplier retains the legal and equitable title in those goods supplied.
11. Should the payment provided in advance or at the time of sale default or fail at any time, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier, and shall not mix the goods with other similar goods.
12. Should the payment provided in advance or at the time of sale default or fail at any time, the Applicant agrees that whilst property and title in the goods remains with the supplier, the Supplier has the right, with or without prior notice to the Applicant, to enter upon any premises occupied by the Applicant (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the goods of the Supplier and to repossess the goods which may be in the Applicant's possession, custody or control when payment has not been reimbursed.
13. The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 12. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.

Cancellation of the Cash Account

14. The account may be closed without notice if the Applicant does not use it for period of twelve (12) months.

Indemnity

15. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

Provision of further information

16. The Applicant undertakes to comply with any request by the Supplier to provide further information for the purpose of maintaining the account records accurately.

Waiver

17. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Applicant must be made by the Applicant's authorised officer in writing.

Costs

18. The Applicant must pay for its own legal, accounting and business costs and all reasonable costs incurred by the Supplier relating to any default by the Applicant. The Applicant must also pay for all stamp duty and other taxes payable on this agreement (if any).
19. The Supplier may apply and allocate payments received by, or on behalf of, the Applicant in a manner in the Supplier's absolute and unfettered discretion.
20. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, in its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at any time whatsoever.

Taxes and duty

21. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this agreement. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.
22. If as a result of:
 - a. any legislation becoming applicable to the subject matter of this agreement; or
 - b. any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
23. The Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, and then the Applicant must pay the Supplier these additional amounts on demand.

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Miscellaneous

25. The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.
26. The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant.
27. The Applicant agrees to accept service of any document required to be served, including any notice under this agreement, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.
28. Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this agreement of all or any of the provisions the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

Severance

29. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
30. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation

31. The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant.
32. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request and provide reasons either orally or in writing.

Entire agreement

33. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.
34. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (Original Agreement) between the Applicant and the Supplier, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
35. The Applicant/s and/or signatories on behalf of the Applicant/s in their personal capacity, agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment ((Enhancing Privacy Protection)) Act 2012*) contained in this document and to the Terms and Conditions also contained in this document.

Please retain a copy of this application for your records.

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