



**FISHBOY**  
Food Service

**Fishboyz Pty Limited**  
ACN 164 015 749 ABN 63 164 015 749  
PO BOX 2004 Maroubra NSW 2035  
Freecall: 1300 FISHBOY Fax: 02 8850 1954  
clive.luong@fishboy.com.au



**A. OFFICE USE ONLY**

ACCOUNT NO. \_\_\_\_\_  
SALES REP. \_\_\_\_\_  
MANAGER'S SIGNATURE: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_  
ASSESSED BY: \_\_\_\_\_  
ENTERED BY & DATE: \_\_\_\_\_  
\_\_\_\_\_

**APPLICATION FOR Weekly CREDIT ACCOUNT**

PLEASE FAX COMPLETED APPLICATION FORM TO 02 8850 1954

**B. BUSINESS INFORMATION**

TRADING NAME: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_  
ABN: \_\_\_\_\_ ESTIMATED WEEKLY PURCHASES: \_\_\_\_\_  
REGISTERED COMPANY ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
DATE BUSINESS COMMENCED: \_\_\_\_\_  
TYPE OF BUSINESS (PLEASE TICK): PARTNERSHIP  SOLE TRADER  COMPANY  OTHER

**C. DELIVERY, STATEMENTS AND ACCOUNTS CONTACT INFORMATION**

DO YOU REQUIRE A STATEMENT? YES  NO   
METHOD OF DELIVERY: MAIL: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
ADDRESS FOR STATEMENTS: \_\_\_\_\_  
ACCOUNTS CONTACT: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**D. BUSINESS DELIVERY INFORMATION**

DELIVERY ADDRESS: \_\_\_\_\_  
ORDERING CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
ARE PURCHASE ORDERS USED?: YES  NO   
IF YES, BY WHOM?: \_\_\_\_\_

**E. BUSINESS REFERENCES**

NAME / COMPANY / TITLE	ADDRESS	TELEPHONE
1.		
2.		
3.		

**F. NAMES OF PROPRIETORS OR DIRECTORS**

1. FULL NAME: \_\_\_\_\_ D.O.B. \_\_\_\_\_  
RESIDENTIAL ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PREVIOUS ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ MOB. PHONE: \_\_\_\_\_ DRIVERS LICENSE NO. \_\_\_\_\_  
2. FULL NAME: \_\_\_\_\_ D.O.B. \_\_\_\_\_  
RESIDENTIAL ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PREVIOUS ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ MOB. PHONE: \_\_\_\_\_ DRIVERS LICENSE NO. \_\_\_\_\_  
3. FULL NAME: \_\_\_\_\_ D.O.B. \_\_\_\_\_  
RESIDENTIAL ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PREVIOUS ADDRESS: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ MOB. PHONE: \_\_\_\_\_ DRIVERS LICENSE NO. \_\_\_\_\_

**G. AGREEMENT PART 1**

- The credit provider, Fishboyz Pty Limited ABN: 63 164 015 749, may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue, obtain and exchange personal information and seek from a credit reporting agency or other credit providers or a franchisor under any franchise agreement to which I/we are a party, information about my/our credit arrangement and I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that these parties are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act. Financial information may be requested to support credit line sought. Guarantees may be sought in support of this application.
  - The credit provider at its discretion reserves the right to refuse the applicant(s) credit facilities.
  - The applicant(s) must inform the credit provider in writing within seven (7) days of any change of his/her/their business or corporate structure.
  - The applicant(s) acknowledges that the information provided within this commercial credit application has been read and understood by each of the signatories appearing below.
  - Unless otherwise expressly agreed by the Company in writing before hand all foods will be charged for and the customer shall pay, the Company's prices ruling for the goods at the date or dates of order. Prices are subject to change without notice.
- "Jurisdiction"**
- The proper law of all contracts arising between the Seller and the Customer is the law of the State of NSW and the parties agree that all claims and disputes relating to the goods sold shall be determined in the Court of competent jurisdiction nearest Sydney.
- "Payment"**
- Unless otherwise agreed in writing, payment of all goods shall be made in 7 days in which the goods are invoiced. 6.2 Non-payment of any or all goods by the due date will be considered by the Company to be a breach of the terms of sale and in addition to any other rights this Company may undertake to:
    - Cancel the customer's right to operate a commercial credit account with the Company
    - Charge interest on any outstanding amount, calculated from the day following the date upon which payment should have been made, at a rate equal to the Company's then current overdraft rate, as varied from time to time.
    - Monies owed by the customer to the Company shall become due immediately upon the commencement of any act or proceedings in which the customer's solvency is involved.
  - Ownership of goods does not transfer to the purchaser until the goods are fully paid for.

**G. AGREEMENT PART 2**

I/We (Personal Name) \_\_\_\_\_ declare that

1. all of the information supplied herein is true in every detail and I/We acknowledge that if credit is given this will be done in reliance upon the information supplied by me/us herein
2. I/We have the authority to pledge credit on behalf of the applicant
3. I/We, being individual applicants, hereby charge all of the applicants' interest in real property both present and future in favour of Fishboyz Pty Limited as security for all monies outstanding to Fishboyz Pty Limited from time to time.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: / / Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: / / Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: / / Position: \_\_\_\_\_

(IF A COMPANY - To be signed by all directors. IF A PARTNERSHIP - To be signed by all partners).

**GUARANTEE AND INDEMNITY**

**TO: FISHYBOYZ PTY LIMITED  
ACN: 164 015 749 ABN: 63 164 015 749**

COMPANY NAME:
TRADING NAME:
TRADING ADDRESS:
1. NAME:
PRIVATE ADDRESS:
2. NAME:
PRIVATE ADDRESS:
3. NAME:
PRIVATE ADDRESS:

IN CONSIDERATION OF The Credit Provider having at the request of the party named and described in item 1 of the Schedule hereto ("The Guarantor") agreed to provide credit and/or time and indulgences to the party named and described in item 2 of the Schedule hereto ("The Customer") in relation to the Customer's trading account with the Credit Provider (terms of which are fully known by the Guarantor), the Guarantor HEREBY GUARANTEES COVENANTS AND AGREES to and with the Credit Provider that the Customer will pay to the Credit Provider all monies payable by the Customer to the Credit Provider on that trading account as and when they fall due for payment and if at any time default shall be made in the punctual payment of any monies for the time being payable by the Customer on that trading account the Guarantor will on demand pay to the Credit Provider the whole of such monies due or payable to the Credit Provider and the Guarantor will on demand pay and make good all losses damages, claims, costs, charges and expenses sustained or incurred by the Credit Provider by reason or in consequence of such default by the Customer and that in the event of any default as aforesaid the Guarantor will indemnify and keep indemnified the Credit Provider from and against all loss of monies and all losses, damages, claims, costs, charges and expenses whatsoever that the Credit Provider may incur by reason of any such default on the part of the Customer its successor or assignees and the GUARANTOR AGREES that no postponement or forbearance on the part of the Credit Provider to enforce the

said covenants terms and conditions by and on the part of the Customer to be performed thereunder or any other remedies available to the Credit Provider shall affect this Guarantee and the Guarantor shall not be released by reason of the Credit Provider's postponement or forbearance aforesaid or by any variation in the provisions of the said terms of trade or by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor and this Guarantee is a continuing one shall not be determined or discharged by any reason of the liquidation (voluntary or otherwise) or of the reconstruction or of the amalgamation with any other company or death or bankruptcy of the Guarantor or the Customer of their successors and assignees.

In order to give effect to this Guarantee the Guarantor declares that the Credit Provider shall be at liberty to act as though the Guarantor was the principal debtor and the Guarantor hereby waives all or any of his rights and sureties which may at any time be inconsistent with any provision hereof. Where the Guarantor comprises two or more parties the covenants and obligations on the part of the Guarantor herein contained shall bind such parties and any two or more of them jointly and each of them severally. In the interpretation of the Guarantee the masculine genders as the context requires. The Guarantor agrees that to secure payment for all monies which may become payable by the

Guarantor to the Credit Provider under this guarantee the Guarantor jointly and severally hereby charges with the due payment of the secured monies all of the Guarantor's (or any of them) interest in real property both present and future and the Guarantor consents to the Credit Provider lodging a caveat or caveats noting its interests hereunder.

Any notice or demand shall be deemed to be duly made and given if it is forwarded in writing and posted to the Guarantor at the address of the Guarantor shown in the Schedule of the Guarantor or any other address given by the Guarantor to the credit provider.

I/We agree that the Credit Provider in accordance with the Privacy Act and Privacy Amendment Act may seek from a credit reporting agency a credit report containing personal information about me/us as a Guarantor for credit applied for or provided to the Customer whose name appears below.

I/We agree that the Credit Provider approves the customer's application for credit this agreement remains in force until the credit facility covered by the customer's application ceases.

DATED THIS _____ DAY OF _____ 20____		
1. GUARANTOR'S SIGNATURE:	GUARANTOR'S FULL NAME:	WITNESS'S NAME AND SIGNATURE:
2. GUARANTOR'S SIGNATURE:	GUARANTOR'S FULL NAME:	WITNESS'S NAME AND SIGNATURE:
3. GUARANTOR'S SIGNATURE:	GUARANTOR'S FULL NAME:	WITNESS'S NAME AND SIGNATURE: