

# NEW CUSTOMER APPLICATION



BUSINESS NAME: \_\_\_\_\_

IF COMPANY, COMPANY NAME: \_\_\_\_\_

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

TRADING ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

45 Garden Street  
South Yarra  
Victoria 3141

Ph 9827 4934  
F 9826 1018

E [info@rockys.com.au](mailto:info@rockys.com.au)  
[www.rockys.com.au](http://www.rockys.com.au)

## CONTACT DETAILS:

BUSINESS: \_\_\_\_\_ AFTER HOURS: \_\_\_\_\_

FAX: \_\_\_\_\_ MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**TYPE OF BUSINESS:** (Tick Box)       SOLE TRADER       PARTNERSHIP       COMPANY

DETAILS OF INDIVIDUALS (SOLE TRADERS or PARTNERSHIP) or DIRECTORS (IF COMPANY):

1) \_\_\_\_\_  
Name Address

\_\_\_\_\_  
Telephone / Mobile Email / Fax

2) \_\_\_\_\_  
Name Address

\_\_\_\_\_  
Telephone / Mobile Email / Fax

## PERSONNEL:

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Person responsible for purchasing Person responsible for account payment

\_\_\_\_\_  
Telephone / Email Telephone / Email

## TRADE REFERENCES: (for accounts only)

1) Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

2) Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Our payment terms are COD until credit terms have been agreed.

I have read and agreed to the Terms and Conditions of Sale       Please tick if you would like invoices and/or statements emailed

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Authorised person

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorised person



## GUARANTEE AND INDEMNITY

In consideration of Rocita Pty Ltd trading as Rocky's Fruit and Vegies agreeing to accept this application at our request and, where agreed, provide the Customer (as identified on the application form) with goods on credit, I / we, the Guarantor(s) jointly and severally guarantee to you payment on demand of all monies which are or shall hereafter become due to you by the Customer.

This guarantee shall be a continuing guarantee and shall not be affected by the insolvency or death of the Customer or any of us as guarantors or by you giving time or any other indulgence to the Customer nor shall your rights to sue the Customer be affected thereby.

For the same consideration I / we hereby indemnify and agree to keep you indemnified against any failure by the Customer in the performance of its obligations to you as if I / we were the Customer.

I / we agree that you 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. The terms of disclosure set out in the Terms and Conditions of the New Customer Application will apply equally to me / us.

SIGNED by us as guarantors

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# TERMS AND CONDITIONS OF SALE



## 1 INTERPRETATION

- 1.1 In these terms and conditions of sale:
- (a) "we" or "us" or "our" or "the Company" means Rocita Pty Ltd trading as Rocky's Fruit & Vegies (ABN 18 005 088 255) and any Related Body Corporate as defined in Section 9 of the Corporations Act.
  - (b) "you" or "your" means the Customer stated in the application and any other person offering to contract with us on these terms and conditions or, where such person is acting in the course of employment, such person's employer.
  - (c) "Goods" means goods supplied by us to you from time to time.

## 2 SUPPLY

- 2.1 You agree to purchase and we will supply Goods to you on the following terms and conditions. However we are not obliged to supply Goods to you when requested to do so.
- 2.2 All additions and amendments to the terms and conditions must be notified by us. All Goods supplied after that notification will be on such amended terms and conditions.
- 2.3 The Goods are supplied only on the terms and conditions stated herein and to the exclusion of any terms and conditions contained in any document submitted by you.
- 2.4 You agree to notify us immediately of any changes to your business ownership and you agree that until you do so and we enter into a new agreement with the new owners, then you remain liable for any further Goods ordered from us.

## 3 PAYMENT

- 3.1 You agree that until we confirm that credit terms have been granted to you, all Goods are supplied on a cash on delivery basis.
- 3.2 Unless otherwise agreed in writing, all amounts owing to the Company on account of Goods supplied to you on credit are due and payable within 7 days of delivery.
- 3.3 You may pay by Visa or MasterCard, however, we reserve the right to charge a credit card handling fee for effecting payment by this method at the rate advised by us from time to time.
- 3.4 You agree that if you fail to pay in accordance with this clause 3.2, we may:
- (a) charge a late payment fee of 2% on all amounts paid by credit card;
  - (b) charge interest on debts at 4% above the rate prescribed pursuant to the Penalty Interest Rates Act (Vic) from time to time;
  - (c) charge a dishonour handling fee at the rate advised by us from time to time, where we are unable to obtain payment from your credit card provider or a cheque is not paid by your bank;
  - (d) recover all collection costs and expenses and legal fees incurred in collecting overdue accounts; and
  - (e) withhold supply.
- 3.5 Any forbearance by us in charging any of the fees set out in clause 3 does not constitute a waiver of our right to do so in the future.

## 4 PRIVACY ACT AUTHORITY

- 4.1 For the purposes of assessing your credit worthiness from time to time and the collection of payments, you hereby authorise us to make such enquiries as we deem necessary including, without limitation, making enquiries of and obtaining reports (as may be allowed by law) from persons nominated by you as trade references, your creditors, bankers and financiers, credit providers, and credit reporting agencies ("the information sources"). You consent to the information sources providing us such information as is requested by us and permitted to be given by law. You also consent to us disclosing personal information or the contents of any credit report to a Credit Reporting Agency for the purpose of that Credit Reporting Agency creating to or adding to any credit information file in relation to you.

## 5 TERMINATION

We may terminate this agreement if you:

- 5.1 fail to pay for any Goods on the due date; or
- 5.2 otherwise breach this Agreement and fail to rectify such breach within 7 days notice; or
- 5.3 you cancel delivery of the Goods; or
- 5.4 commit an act of bankruptcy; or
- 5.5 allow a trustee in bankruptcy or receiver and manager to be appointed to you or any of your property; or
- 5.6 allow distress to be levied or a judgment, order or security to be enforced, or to become enforceable against your property; or
- 5.7 are a company and:-
- 5.8 proceedings are commenced to wind you up or any of your subsidiaries; or
- 5.9 a controller, receiver, administrator, liquidator or similar officer is appointed to you or in respect of any part of your property.

## 6 GOVERNING LAW

This contract is governed by the laws of Victoria. You irrevocably submit to the exclusive jurisdiction of the Courts of or in Victoria and the Federal Court sitting in Victoria and courts of appeal therefrom.

## 7 WHOLE AGREEMENT

These terms and conditions embody the whole agreement between the parties and exclude any terms and conditions contained in any document or internet transmission from you relevant to the supply of Goods. All previous dealings, representations and arrangements are hereby excluded and cancelled.

## 8 CESSATION OF SUPPLY

Our agreement to continue to deliver or sell Goods to you is always conditional upon our being satisfied of your ability to pay and comply with these terms and conditions. If we ceased to be so satisfied we may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense or cost suffered by you.

## 9 SEVERANCE

Should any part of these terms and conditions be held to be void or unlawful, these terms and conditions will be read and enforced as if void or unlawful.