

Citrix Investments Pty Ltd t/as **Vinsight** ABN 37 127 508 954 PO Box 1284, Mona Vale NSW, 1660

CREDIT ACCOUNT APPLICATION

The Applicant(s) Trading Name:		Phone:				
Business Address:			Post Code:			
Business Premises: ☐ Owned ☐ Leased	Time trading under this ownership?	A.B.N : _				
Business Structure: Public Company	Proprietary Limited Partnership	☐ Trustee ☐ Sole Trade	r 🗌 Incorporated Body			
Registered Company Name (if applicable):						
Monthly credit applied for (approx.) \$						
Type of Business: Restaurant Retain	il store 🗌 Bar 🔲 Hotel 🔲 Club [Other:				
Licensee Name:		Liquor Licence #:				
Purchasing Contact:	Ph:	Email:				
Specific Delivery instructions (if required):						
ACCOUNTS PAYABLE CONTACT INFORMATION	N (all fields are mandatory):					
Name :	Ph: En	nail:				
Postal address (if different to above):						
PROPRIETORS/DIRECTORS/PARTNERS DETAIL	S (full name and home address required					
Name:	Address:		DOB:			
Name:	Address:		DOB:			
Name:	Address:		DOB:			
TRADE/BUSINESS REFERENCES – please DO N should be liquor related where possible.	OT submit ALM, beer, or soft drink comp	anies as they will not provi	de references. References			
1. Company	Ph/Email:					
2. Company	Ph/Email:					
3. Company	Ph/Email:					



TERMS AND CONDITIONS OF TRADE

- 1. Minimum order delivery for Sydney metro region is 2 doz wine (or \$300 wholesale value) or 3 cartons cider. Please speak with your sales person for regional freight charges for wine and cider.
- 2. Vinsight may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider 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 the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
- 3. The applicant(s) must inform Vinsight in writing within seven (7) days of any change of his/her their business structure.
- 4. Vinsight reserve the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.
- 5. All contracts between Vinsight and the Applicant shall be deemed to have been entered into in the State of New South Wales and shall be construed according to the Laws of the State of New South Wales.
- 6. Vinsight reserve the following rights in relation to any goods provided to the Applicant by Vinsight, until all accounts owed by the Applicant to Vinsight are fully paid:
 - (1) Vinsight acknowledges that title of any goods ordered from Vinsight does not pass to the Applicant until Vinsight has received payment in full.
 - (2) To protect its security interest in the goods until payment, Vinsight may choose to register the agreement under the Personal Properties Securities Act 2009. The Applicant agrees to do all things necessary to facilitate such registration.
 - (3) Regardless of whether or not the above (2) occurs, the Applicant acknowledges that on default of payment, as per the agreed terms (8), that the Applicant irrevocably permits Vinsight or any person authorised by them in writing to enter the Applicant's premises or the premises where the goods are reasonably believed to be held, to remove the goods from any unpaid invoices and/or any of Vinsight supplied goods to the value outstanding. The Applicant also agrees to indemnify Vinsight for all reasonable costs and expenses of recovery of the goods and losses (if any) on their resale.
 - (4) The Applicant agrees to sign documents or do all things necessary to protect Vinsight rights under the agreement and to appoint Vinsight as its attorney to sign any document or do anything that may reasonably be required to enforce the rights of Vinsight on default.
- (5) On default in payment the Applicant irrevocably permits Vinsight to keep or resell any goods repossessed pursuant to (3) above; If the goods are resold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold in a separate identifiable account as the beneficial property of the Credit Provider and shall pay such amount to Vinsight upon request. Notwithstanding the provisions above Vinsight shall be entitled to maintain an action against the Applicant for the purchase price and the risk of the goods shall pass to the Applicant upon delivery.
- 7. I/We acknowledge that if the account is overdue, The Companies reserve the right to refer the account to a Mercantile Agency for Collection and I/we agree to be responsible to meet all reasonable costs and Commissions incurred in employing the said mercantile agent to collect the overdue account.
- 8. Any signatory for a proprietary Company applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the applicant.
- 9. Placing an order with Vinsight and/or accepting delivery of any goods sent by Vinsight shall constitute acceptance of Vinsight's full terms and conditions.
- 10. I/We acknowledge and agree that the terms of payment for those offered credit terms are STRICTLY NET CASH 30 days from the date of the invoice, and in the event the account becomes overdue, Vinsight reserve the right to charge interest in accordance with the Penalty Interest Rates Act 1983.

I/We acknowledge that the information provided within this application has been read and understood by me/us, and I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

Signature:	Signature:
Full name:	Full name:
Date:	Date:
Director / Secretary (please circle one):	Director / Secretary (please circle one):

Please return this form, completed and signed, to ensure your order is not delayed:

Credit Application Email: <u>accounts@vinsight-wms.com.au</u> or email your sales representative

Ph: 1300 048 114

Your sales contact is:		