

# BYRNE BROS QUARRIES

A.B.N. 43 113 559 523  
69 Ferry St, PO Box 88, Maryborough Qld 4650  
Phone (07) 4121-2461  
Fax (07) 4122-3542  
Email byrnebros@byrnebros.com.au



## APPLICATION FOR CREDIT ACCOUNT

**COMPANIES**  
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Estimated Monthly Credit Required: \_\_\_\_\_

### Business Details

Registered Trading Name: \_\_\_\_\_

Registered Business Address: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Phone No: \_\_\_\_\_  
Office Address: \_\_\_\_\_ Fax No: \_\_\_\_\_

A.B.N: \_\_\_\_\_ Date Business Established: \_\_\_\_\_

### Full Names & Addresses of all Proprietors Trading as above

- Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_
- Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_
- Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_

### Financial Details

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Address: \_\_\_\_\_

<u>Assets</u>	<u>Description</u>	<u>\$</u>	<u>Liabilities</u>	<u>Description</u>	<u>\$</u>
Real Estate	_____	_____	Mortgage	_____	_____
Motor Vehicles	_____	_____	Other Loans	_____	_____
Plant & Equip	_____	_____	Creditors	_____	_____
Debtors	_____	_____	Other	_____	_____
Other	_____	_____			
<b>TOTAL:</b>	_____	_____	<b>TOTAL:</b>	_____	_____

### Trade References

- Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_
- Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_
- Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_
- Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Position in Company: \_\_\_\_\_

(Printed Name): \_\_\_\_\_ Date: \_\_\_\_\_

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### Form of Guarantee

To: *Byrne Bros Quarries*

1. In consideration of you at my/our request granting financial accommodation and/or credit terms to:

\_\_\_\_\_ Pty Ltd.  
The undersigned being Directors of the said \_\_\_\_\_ Pty Ltd.

(here in after called the "said company") do hereby guarantee the payment by the said company of all monies owed by the said company to you.

2. The Guarantor/s hereby charge in favor of Byrne Bros Quarries as security for his/her/their obligations to Byrne Bros Quarries, all right title and interest in any land held now by the Guarantor/s alone or jointly with anyone, or acquired by the Guarantor/s at any time hereafter the date of this agreement. In the event the Guarantor/s default in payment of any amount owed to Byrne Bros Quarries, the Guarantor/s by executing this agreement specifically authorise Byrne Bros Quarries to lodge a caveat against any dealing with any such properties.
3. This guarantee shall be a continuing guarantee and shall not be affected by time or other indulgence that may be given by you to the said company, nor by the winding up of the said company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signed (Director) \_\_\_\_\_ Signed (Witness) \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

### Conditions of Granting Credit

In the event that Byrne Bros Quarries. does grant credit to the applicant then the following shall apply:

1. All accounts are strictly net 30 days from the end of the month during which purchases are made.
2. Byrne Bros Quarries reserves the right to determine that an account is an "approved account", or that an "approved account" is no longer approved.
3. Where the possession of the goods are to be transferred to the applicant it is expressly understood that these goods remain the property of Byrne Bros Quarries until paid for in full.
4. The guarantor hereby guarantee the due performance by the Purchaser of its obligations to Byrne Bros Quarries pursuant to the supply by Byrne Bros Quarries to the Purchaser of the goods and the guarantor hereby guarantee the payment of monies becoming due from the Purchaser to Byrne Bros Quarries in accordance with Byrne Bros Quarries normal terms and conditions of the sale.

The guarantor shall, upon request by Byrne Bros Quarries so to do, execute a Mortgage over any real property owned by him/her.

This guarantee shall be a continuing guarantee to the company for all debts whatsoever and whensoever contracted by the Purchaser with Byrne Bros Quarries in respect of goods to be supplied to the Purchaser.

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Byrne Bros Quarries shall be at liberty without notice to the guarantor may at any time and without in any way discharging the guarantor from any liability hereunder to grant time or other indulgences to the Purchaser and to treat the guarantor in all respects as though he were jointly and severally liable with it to the supplier instead of being merely surety for it.

The guarantor(s) agree(s) that Byrne Bros Quarries may seek from any referees or credit providers named in the attached Credit Application and any referees or fit providers that may be named in a credit report agency information about the guarantor's credit arrangements. The guarantor understands that this information can include any information about his credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

The guarantor understands the information may be used for the following purpose:

- To access an Application by the guarantor for credit
- To access the guarantor's worthiness

The guarantor declares the particulars contained herein to be true and correct. The guarantor agrees that the supply by Byrne Bros Quarries of the goods shall always be on the terms and condition of sale contained herein.

The parties hereto agree to the payment terms of Byrne Bros Quarries contained herein and acknowledge that credit facilities may be withdrawn on any account at Byrne Bros Quarries discretion. The guarantor agrees that interest at the rate of 2% above the bank's indicator rate together with collection expenses including costs of Mercantile agents or solicitors shall be payable on over due accounts.

5. The undersigned certifies that the information herein is true and correct and that the undersigned is authorized to sign this application to accept the credit terms and conditions herein, and to grant permission to Byrne Bros Quarries or their agent to inquire into the credit worthiness of the applicant and to record, report, check or refer any information on the application on their account to their account to any person, Company, Government Department or Credit Bureau.

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

### **Office Use Only**

#### 1. Quarry Manager's Comments
