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### CREDIT APPLICATION FORM- 14 DAY

Business Type	Sole Trader/Partnership/Private Company (Pty Ltd)/Public Company (Ltd)/Trust
Registered Name	
ACN	
ABN	
Trading Name	
Name of Trust	
Registered Address	
Postal Address	
Business Address	
Phone	
Mobile	
Fax	
Email	
Purchasing Contact	
Phone	
Email	
Accounts Contact	
Phone	
Email	
Estimated monthly purchases	
Requested credit limit	
Type of business	
Name of related entities	
Business premises	Owned/Leased

#### Company

Director	
Director	
Secretary	

#### Partnership

Number of Partners	
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#### Sole Trader/Director/Partner/Trustee

Name	
DOB	
Driver Licence No	
Address	
Ownership	Renting/Mortgage/Owned
Phone	
Spouse name	

**Bank Details**

Bank	
Branch/BSB	
Account No	
Type of Account	
Age of Account	

**Trade References**

Company:	Contact:
Ph. Number:	Email:

Company:	Contact:
Ph. Number:	Email:

Company:	Contact:
Ph. Number:	Email:

**PRIVACY AND COLLECTION NOTICE**

Regyp's Privacy Policy describes how we handle personal information (including personal information collected via its website) and meets its obligations under the Privacy Act and the Australian Privacy Principles (**APPs**). We must take reasonable steps, before or when collecting personal information, to make certain you are aware of certain matters.

You can find the Policy at [www.regyp.com.au](http://www.regyp.com.au)

**CREDIT REPORTING AND STATEMENT OF NOTIFIABLE MATTERS**

Regyp's Credit Reporting Policy describes how we handle credit reporting (including personal information from credit reporting bodies and other types of credit-related personal information). Under the Privacy Act and Privacy (Credit Reporting) Code we must notify you, before or when collecting personal information, of certain matters if your information is likely to be disclosed to a credit reporting body.

You can find the Policy at [www.regyp.com.au](http://www.regyp.com.au)

**TERMS**

Strictly 14 days Nett from date of Invoice. Any expenses costs or disbursements incurred by the supplier in recovering any outstanding monies from the customer including debt collection agency fees and solicitor's costs shall be paid by the customer, providing that those fees do not exceed the scale charges as charged by that debt agency or solicitor.

Interest on all overdue amounts is charged at a rate of 15% per annum (calculated daily) from the date payment is due to the date payment is made in full.

**DECLARATION FOR THE NATIONAL CREDIT CODE**

*Only sign this declaration if you want credit wholly or predominantly for business and investment purposes (other than investment in residential property. By signing this declaration, you may lose your protection under the National Credit Code.)*

I the Customer (including all my directors) declare that the credit provided by Regyp to me is to and will be applied wholly or predominantly for:

1. business purposes; or
2. investment purposes (other than investment in residential property).

Signed	
Print Name	
Role	Director/Secretary
Date	
Witness	
Print Name	
Witness Address	

## CONDITIONS OF CREDIT & TRADE

### 1. Definition

'Agreement' means 'Confidential Commercial Credit Application'

'Customer' means the Applicant(s) referred to in Section 1 'Guarantor' means the person(s) who have signed the Guarantee and Indemnity 'Guarantee and Indemnity' means 'Confidential Deed of Guarantee and Indemnity' 'Goods' includes services

'Real Property' means land owned by the Customer now or in the future solely or jointly 'Supplier' means Regyp Pty Ltd and any of its related body corporate [as defined in section 50 of the Corporations Act 2001 (Cwlth)]. 'Loss' includes any damage, loss, cost, liability, charge, expense, diminution in value or deficiency of any kind or character. 'Order' means an order for the purchase of goods made by the Customer to Regyp in accordance with these Terms and Conditions. 'PPSA' means the Personal Property Securities Act 2009 (Cth)

### 2. Terms and Conditions of Sale

- a) Regyp may vary these Terms and Conditions from time to time and will provide the Customer with replacement Terms and Conditions. If this occurs, by placing an Order the Customer will be deemed to accept the replacement Terms and Conditions.
- b) These Terms and Conditions are at the exclusion of any Terms and Conditions of purchase submitted at any time by the Customer, whether printed on or sent with any order form or otherwise.
- c) Any notice, approval, consent, demand, authorisation or other communication by the way of notice given by or made under these Terms and Conditions must be in writing and signed by a duly noted authorised person of the party giving Notice. Notices must either be delivered via fax, email or post.

### 3. Price

The Customer must pay the full amount for Goods as set out by Regyp in the invoices issued to the Customer.

### 4. Orders

- a) Any Order placed by the Customer for Goods is deemed to incorporate these Terms and Conditions.
- b) Any order constitutes an offer on behalf of the Customer which may be accepted by Regyp. Regyp may in absolute discretion decline to accept any Order. Regyp will use reasonable efforts to notify the Customer of any Order declination. Regyp holds no liability to the Customer for declining to accept an Order.

### 5. Compliance and fitness of Goods

- a) It is the Customer's responsibility to comply with all regulations and laws governing the Customer's business, in particular the Privacy Act 1988 (Cth), as well as all laws and regulations governing environmental health and safety, storage and handling, and sale of Goods supplied by Regyp under these Terms and Conditions.
- b) The customer must comply with the Material Safety Data Sheets issued by Regyp, as well as any other reasonable direction in relation to the Goods supplied.
- c) It is acknowledged by the Customer that they are responsible for determining the suitability of any given Goods supplied by Regyp, to its proposed end use, determined by the Customer.

### 6. Delivery of Goods

- a) Regyp will nominate the dispatch location of the Goods.
- b) Regyp is under no obligation to insure the Goods whilst in transit. Goods dispatched by Regyp are at the Customer's risk.

### 7. Risk

- a) Risk of damage and Loss pass to the Customer upon dispatch of the Goods from the nominated Dispatch point.
- b) If goods are damaged or destroyed before property passes to the Customer, Regyp may (in addition to any other right or remedy under these Terms and Conditions) receive all insurance proceeds payable for the damaged or destroyed goods, whether or not the Price in respect of the goods has become payable under these Terms and Conditions. These terms and Conditions are sufficient evidence of Regyps' right (as against the Customer) to receive payment of the

insurance proceeds without further need for inquiry by any person dealing with Regyp.

- c) Regyp is not liable to any third party, or the Customer, for any exemplary, indirect, incidental or consequential loss or damage of actual or prospective profits.

### 8. Payment

- (a) The Customer waives any right to combine any account that the Customer holds with Regyp, or to offset any amount that is, or may become owing by the Customer to Regyp, against any amount owing to the Customer by Regyp. This clause overrides any other document or agreement to the contrary.
- (b) The Customer must pay for Goods supplied by the Supplier to the Customer within 14 days from the date of any tax invoices rendered by the Supplier to the Customer, or as stated or agreed on invoice, and title in the goods does not pass to the customer until receipt of full payment by Pacific Fertiliser.
- (c) If the Customer fails to make payment in accordance with clause 2(a), or at breach of any other obligation, the Customer agrees:
  - I. To pay interest on all overdue amounts, from the end of the 14 days during which the purchase is made until the date of the payment in full, at a rate of 15% per annum (or such other rate Regyp may publish from time to time in lieu of that rate) calculated daily.
  - II. To cover the cost of Regyp to recover the overdue amount, including all legal costs (on a full indemnity basis) and disbursements incurred by the Supplier in the recovery of moneys due and owing by the Customer to the Supplier.
  - III. That the Supplier shall be entitled to cease supply of Goods to the Customer and suspend or cancel the commercial credit account of the Customer.
- (d) Regyp may at any time and at its sole discretion and without being under any duty or obligation to provide reasons alter or terminate the Customer's credit limit or payment terms upon the provision of notice to the Customer.
- (e) If payment is not made by the Customer on the due date, the Supplier reserves ownership of the Goods. The Customer must deliver the Goods to Regyp on demand. If the Customer does not comply with this demand, Regyp, its employees and agents reserve the right to enter the Customer's premises, or the premises at which the Goods are being kept, at any time without liability for trespass or any resulting damage, and retake possession of the Goods by whatever means is needed. The Customer must procure the consent of all other persons having interest in the premises of the Goods' locations, to the entry of those premises by Regyp, its employees and agents.

Regyp may also credit the Customer's account with the lower net value of the Goods, or re-sell and apply the proceeds to reduction in the Customer's outstanding balance due under the Terms and Conditions.
- (f) The Guarantor(s) may withdraw the Guarantee and Indemnity by giving written notice to the Chief Financial Officer of the Supplier. The withdrawal will only be effective at the expiration of 7 days after receipt of the notice from the Supplier. The Guarantor remains liable for all monies now payable, or which may in the future become payable by the Customer to the Supplier, including interest and legal costs and disbursements incurred by the Supplier in the recovery of monies due and owing by the Customer to the Supplier or arising under the Guarantee and Indemnity up to the date the withdrawal becomes effective.
- (g) The customers must comply with these Terms and Conditions and government regulatory law requirements regarding provision of improper payments or benefits in the course of business including laws concerning bribery, facilitation payments, secret commissions, money laundering, and false or misleading accounting records.
- (h) Regyp reserves the right set-off against payments due to the Customer any amounts that the Customer owes the Supplier, notwithstanding anything else in these Terms and Conditions.



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## CREDIT APPLICATION GUARANTEE

### GUARANTEE AND INDEMNITY

***This is an important document. You may be required to pay someone else's debts. Before signing, be sure that you understand your obligations. If you do not understand, obtain legal advice.***

In consideration of Regyp agreeing at the request of the Customer named in the Application for Credit Account (of which this Guarantee forms part) to sell products or give credit to the Customer, each person named as guarantor in the Schedule (**Guarantor**) enters into this Guarantee in favour of Regyp on the following terms:

1. The Guarantor unconditionally and irrevocably guarantees to Regyp the due and punctual payment of the Guaranteed Moneys.
2. From time to time the Guarantor will pay on demand an amount equal to the Guaranteed Moneys then due and payable.
3. A statement signed by an Officer certifying the amount(s) of Guaranteed Moneys or the money owing by the Guarantor under the Guarantee is conclusive and binding on the Guarantor.
4. The Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full.
5. The Guarantee is in addition to and not prejudiced or affected by any other security or guarantee held by Regyp for the payment of Guaranteed Moneys
6. The rights of Regyp and liabilities of the Guarantor under the Guarantee are not affected by anything which might otherwise affect such liabilities and rights at law or in equity.
7. If any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, refunded, reduced or rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Regyp is entitled to recover from the Guarantor the value of that payment as if that payment had never been made.
8. Where the Customer would have been liable to pay moneys but for the Customer's Administration, the Customer and Guarantor will still be taken to be liable for the purposes of the Guarantee.
9. Clause 8 continues after this Guarantee is discharged.
10. Regyp may enforce this Guarantee without first having call on any other guarantee or security in relation to the Guaranteed Moneys.
11. The Guarantor warrants that:
  - a) all the information set out in this Guarantee is true and correct; and
  - b) the Guarantor has disclosed all information relevant to this Guarantee.
12. As a separate and independent obligation, the Guarantor unconditionally and irrevocably indemnifies Regyp and will keep Regyp indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by Regyp in relation to the non-payment or non-recovery of the Guaranteed Moneys.
13. Regyp does not need to incur any expense or make any payment before enforcing any right of indemnity under the Guarantee.
14. The Guarantor will immediately provide written notice to Regyp of any change in the Guarantor's details set out in this Guarantee or the Application for a Commercial Trading Account.
15. Any waiver by Regyp must be in writing.
16. Regyp's failure to exercise its rights or election not to exercise its rights under the Guarantee will not constitute a waiver of its rights, nor does any exercise (or partial exercise) of any rights preclude any other or further exercise of that right.
17. Regyp's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.
18. Until this Guarantee is released, the Guarantor will prove in any Administration of the Customer in competition with Regyp or any related body corporate only with Regyp's prior written consent.
19. All guarantees are continuing guarantees and terminate only with Regyp's written agreement.
20. Regyp may:
  - a) apply any money it receives or recovers in respect of a debt of the Customer against whichever debt (or part of a debt) of the Customer that Regyp chooses; and/or
  - b) set-off amounts owed by Regyp to the Guarantor against amounts owed by the Guarantor to Regyp.
21. As security for payment to Regyp of all moneys payable by the Guarantor and for the Guarantor's obligations generally under the Guarantee, the Guarantor charges in favour of Regyp the whole of the Guarantor's undertaking, property and assets (including without limitation all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Guarantor irrevocably appoints each Officer as the Guarantor's attorney to do all things necessary to create and register each such charge.
22. Upon demand by Regyp, the Guarantor agrees to immediately execute a mortgage or other instrument in terms satisfactory to Regyp to further secure payment of the money payable by the Guarantor. If the Guarantor fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Guarantor acknowledges that Regyp may execute such mortgage or other instrument as the Guarantor's attorney pursuant to the appointment of Regyp as the Guarantor's attorney set out in the Guarantee.
23. Expressions in quotation marks used in Clauses 24 to 28 have the meaning prescribed to them in the PPSA.
24. As security for payment to Regyp of all moneys payable by the Guarantor and for the Guarantor's obligations generally under the Guarantee, the Guarantor grants a "security interest" in favour of Regyp over all of the Guarantor's "personal property" both current and later acquired.

25. The Guarantor consents to Regyp registering a "financing statement" in the Personal Properties Securities Register to perfect the "security interest" created under the Guarantee.
26. Upon request by Regyp the Guarantor will promptly execute all documents and do anything else reasonably required by Regyp to ensure that the "security interest" created under the Guarantee constitutes a "perfected" "security interest".
27. The Guarantor acknowledges and agrees that:
  - a) nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA apply to the Guarantee; and
  - b) the "Security Agreement" created by the Guarantee may be reinstated on the terms considered appropriate by Regyp in its complete discretion.
28. The Guarantor acknowledges and agrees that to the full extent permitted by law and mentioned below, the following provisions of the PPSA will not apply to the enforcement of the "security interest" created under the Guarantee and the Guarantor waives its right to:
  - a) not have goods damaged or be inconvenienced no more than necessarily incidental if Regyp removes an "accession" under section 92 of the PPSA;
  - b) receive notice of any intention to remove an "accession" under section 95(1)(a) of the PPSA;
  - c) apply to Court for an order postponing the removal of the "accession" or to determine the amount payable to Regyp for the retention of the "accession" under section 97 of the PPSA;
  - d) receive notice of a decision to enforce the "security interest" in "personal property" in the same way as an interest in land which secures the same obligation under section 118(1)(b)(i) of the PPSA;
  - e) receive notice of the enforcement of liquid assets under section 121(4) of the PPSA;
  - f) receive notice of any proposal to dispose of collateral under section 130(1)(a) of the PPSA;
  - g) receive a Statement of Account if there is no disposal under section 132(4) of the PPSA;
  - h) receive notice of any proposal to retain collateral under section 135(1)(a) of the PPSA; and
  - i) receive notice of a "verification statement" in relation to any "registration event" (including registration of a "financing statement" or a "financing change statement") relating to the "security interest" created under the Guarantee under section 157 of the PPSA.
29. The Guarantor consents and authorises Regyp to at any time:
  - a) request credit reports from CRBs with credit-related information about the Guarantor's consumer and/or commercial credit arrangements:
    - i. for the purpose of assessing the Guarantee and/or the Guarantor's creditworthiness; and/or
    - ii. in connection with any related purpose from time to time as reasonably required;
  - b) disclose the Guarantor's personal and/or credit-related information to CRBs facilitate the creation and maintenance of credit information files describing the Guarantor's credit-related information;
  - c) disclose to the Customer, any agents or related bodies corporate of Regyp, any of the Guarantor's current or potential guarantors and/or any other current or potential provider of credit to the Guarantor, for the purposes set out in the Guarantee and/or in Regyp's Credit Reporting Policy:
    - i. credit reports describing the Guarantor's credit-related information
    - ii. the Guarantor's personal and/or credit-related information obtained from CRB credit reports;
    - iii. any other information about the Guarantor's consumer and/or commercial credit arrangements;
  - d) collect personal and/or credit-related information about the Guarantor from any person to whom the Guarantor has granted security (including the Guarantor's bank and/or financial institution) for the purposes set out in the Guarantee and/or Regyp's Credit Reporting Policy; and
  - e) exchange the Guarantor's credit-related information with any collection agents of Regyp and/or any of Regyp's related bodies corporate and/or any current or potential provider of credit to the Guarantor for the purposes set out in the Guarantee and/or Regyp's Credit Reporting Policy.
30. The Guarantor acknowledges that Regyp may disclose or receive the following information under the Privacy Act:
  - a) the Guarantor's identifying details (name, sex, date of birth, address history, employment history, driver's license number);
  - b) the existence of the Guarantee and the amount guaranteed;
  - c) notification that the Guarantee has been paid, satisfied or discharged;
  - d) notification of amounts of \$150 or more unpaid for at least 60 days and for which collection action has begun;
  - e) advice that unpaid amounts are no longer overdue; and
  - f) warning that in the opinion of Regyp the Guarantor has committed a serious credit infringement.
31. The Guarantee binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.
32. The Guarantor will pay to Regyp all costs, charges, fees and expenses (including stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by Regyp in connection with the entry into the Guarantee, the exercise or attempted exercise of any power, right or remedy under the Guarantee and/or the failure of the Guarantor to comply with the Guarantee.
33. The Guarantor acknowledges that the Guarantor:
  - a) has entered into this Guarantee voluntarily;
  - b) has read and understood the nature and consequences of entering in to this Guarantee;
  - c) has not signed this Guarantee on the basis of any representation of Regyp or its employees, agents or representatives;
  - d) has not signed this Guarantee under the duress of any person; and
  - e) is entitled to seek independent legal and financial advice before signing this Guarantee.
34. If the Guarantor is more than one person, each person's obligations under the Guarantee are joint and several.
35. Each provision of the Guarantee is separate and independent and if any provision is invalid or ineffective, the other provisions will not be affected.
36. No provision of the Guarantee will be constructed adversely against a party because that party was responsible for drafting the provision.
37. The Guarantee may only be amended with Regyp's express written agreement.
38. The Guarantor may not assign this Guarantee.
39. The Guarantee is governed by the laws of the state of Queensland. The Guarantor submits to and consents to the laws of Queensland having jurisdiction over the Guarantee.
40. In the Guarantee unless the context requires otherwise:
  - a) all references to a party include that party's successors and assigns;

- b) **Administration** means any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;
- c) **Credit-related information** means "credit information", "credit reporting information" and/or "credit eligibility information" and/or "regulated information" (as the context permits) within the meaning of those terms in the Privacy Act
- d) **Customer** means the Customer named in the Application for Credit Account of which the Guarantee forms a part;
- e) **Guarantee** means this Guarantee and Indemnity;
- f) **Guaranteed Moneys** means all moneys which are, will or may be at any time in the future, owing or payable to Regyp by the Customer for any reason whatsoever including, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages;
- g) **Officer** means each director, secretary, credit manager and authorised representative of Regyp;
- h) **PPSA** means the *Personal Property Securities Act 2009*; and
- i) **Privacy Act** means the *Privacy Act 1988*.

Declaration

- *I have read and understood the Guarantee.*
- *I have not relied on anything said to me by Regyp or the Customer about the Guarantee or its effects.*
- *I do not require more time to consider the Guarantee.*
- *I understand that I do not have to provide the personal information requested in the Guarantee but that without the information Regyp may not accept the Guarantee.*
- *I authorise Regyp to collect, hold, use, and disclose my personal information as set out in the Guarantee, Regyp's Privacy Policy and its Credit Reporting Policy.*
- *I have read and understood Regyp's Privacy Policy and Credit Reporting Policy.*

	<b>Guarantor 1</b>	<b>Guarantor 2</b>
<b>DOB</b>		
<b>Driver Licence No</b>		
<b>Address</b>		
<b>Ownership</b>	Rent/Mortgage/Owned	Rent/Mortgage/Owned
<b>Phone</b>		
<b>Email</b>		
<b>Spouse Name</b>		
<b>Previous bankruptcy</b>	Yes/No	Yes/No
<b>Officer of wound-up corporation</b>	Yes/No	Yes/No
<b>Sign</b>		
<b>Print Name</b>		
<b>Witness</b>		
<b>Print Name</b>		

**NOTE: All named Guarantors must sign this Guarantee**