



The Trustee for Higgins Services Trust
(ABN: 28 535 732 455)
Application for a 7-Day Commercial Credit Account

Thank you for applying for an account with Higgins Services ("the Supplier").

- Please ensure you seek independent legal advice before returning the completed application
- Please note a copy of drivers licence is required (both front & back) from all signatories
- The completed original document (all pages) must be returned by one of the following methods within 7 days:

Post: Higgins Services
Po Box 212
Banyo QLD 4014

Email: accounts@higginservices.com.au

APPLICATION DETAILS

BUSINESS STRUCTURE: (please tick): Company Partnership Individual/Sole Trader Trust

Applicant (Customer) Name			
Business/Trading Name			
Company Name			
ACN and ABN if registered:	ACN :		ABN :
Postal Address			
Principal Business Address (if different)			
Phone:	Office:		Mobile:
Email Address			
Are you applying as trustee of any trust: (Please note that a certified copy of the trust deed is required with application)			
<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Trustee Name/s			
Trust Name			
ABN of Corporate Trustee			
ACN of Corporate Trustee			

INDIVIDUAL DETAILS:

	Individual 1	Individual 2
Full Name:		
Residential Address:		
Date of Birth:		
Tel No (Mobile):		
Tel No (Home):		
Drivers Licence No:		
State of Issue:		
Email Address:		

GENERAL BUSINESS DETAILS

Sales Contact		Accounts Contact	
Name and Address of Bank			
BSB		Account Number	
Name of Accountant/Auditor			
Address of Accountant/Auditor			
Phone			
Credit References (current major suppliers)	Reference 1.		
	Phone		
	Reference 2.		
	Phone		
	Reference 3.		
	Phone		
Monthly Credit Required	\$	Total Credit Limit Required	\$

Declarations, Acknowledgments and Consents

The Customer hereby applies for a credit account with the Supplier for Services (as that term is defined in the attached Terms and Conditions).

The Customer declares:

- that the information supplied above by the Customer and the Guarantors is true and correct in all material respects.
- that they/it have read and understood and agree to be bound by the provisions set out in the attached Terms and Conditions.
- for the purposes of section 13 National Consumer Credit Code ("Code"), that the credit (if any) which is to be provided under these Terms and Conditions (if entered into) is to be applied wholly or predominantly for a purpose that is not a Code purpose.

The Customer acknowledges that credit will not be provided until the Supplier accepts this Application and has provided written confirmation to the Customer. If the Supplier accepts this Application, the provision of goods and credit facilities to the Customer are subject to the attached Terms and Conditions.

The Customer and the Guarantors consent to the Supplier recording and disclosing telephone conversations between the Customer and the Supplier.

The Customer and the Guarantors acknowledge that the Supplier's Privacy Policy forms part of the Terms and Conditions and is available at www.higginservices.com.au (Privacy Policy). The Customer and the Guarantors acknowledge that they have read and consent to the terms of the Privacy Policy.

To be signed by the Sole Trader / all partners / all directors

Sole Trader / Partner / Director Print Name

Sole Trader / Partner / Director

Dated

Sole Trader / Partner / Director Print Name

Sole Trader / Partner / Director

Dated

Partner / Director Print Name

Partner / Director Signature

Dated

Partner / Director Print Name

Partner / Director Signature

Dated

GUARANTEE

We recommend any guarantors seek independent legal advice before signing this Guarantee and Indemnity. Each Guarantor acknowledges by signing that he or she or it has signed this Guarantee and Indemnity freely and voluntarily with full understanding of the legal and financial consequences.

This Deed of Guarantee and Indemnity is made the _____ day of _____ 20____

Between: The Trustee for Higgins Services Trust (ABN: 28 535 732 455)
("Higgins Services")

And: The parties named and described in Item 1 of the Schedule.
("the Guarantors")

Operative Part:

- 1 In consideration for the agreement by the Guarantors to provide this Guarantee and Indemnity, Higgins Services agrees to enter into the attached Terms and Conditions ("the Terms") with the client named in sub-clause 1.3 in the Terms ("the Customer").
- 2 The Guarantors acknowledge and agree that this Guarantee and Indemnity shall apply to the obligations of the Customer pursuant to the provisions of the Terms, including the obligation to make the payments, and that this Guarantee and Indemnity hereby granted is enforceable by Higgins Services at its sole discretion.
- 3 Pursuant to the provisions of the Terms and this Guarantee and Indemnity, the Guarantors:
 - (a) Guarantee the punctual payment to Higgins Services of the amounts which the Customer does now or may at any time in the future owe to Higgins Services;
 - (b) Guarantee the punctual and correct compliance with all obligations (including payment obligations) which the Customer owes now or may in the future owe to Higgins Services;
 - (c) Indemnifies Higgins Services against any loss it may suffer if the Customer does not meet any of its obligations.
- 4 This Guarantee and Indemnity creates a principal obligation from the Guarantors to Higgins Services and it is in addition to any security which Higgins Services holds from the Customer. This Guarantee and Indemnity may be enforced without Higgins Services having to first take any steps against the Customer or its security.
- 5 This Guarantee and Indemnity is not affected and is still enforceable:
 - (a) If any amount owing to Higgins Services by the Customer is not recoverable by Higgins Services for any reason at all;
 - (b) If Higgins Services does not comply with any law or any agreement with the Customer;
 - (c) If Higgins Services grants any time, release or other concession to the Customer or the Guarantors;
 - (d) In the event of death, incapacity, administration, bankruptcy or insolvency of the Customer or of any of the Guarantors;
 - (e) If a payment by the Customer or by any of the Guarantors to Higgins Services is set aside in bankruptcy, liquidation or official management of the Customer or of the Guarantors;
 - (f) If any other thing occurs which could otherwise limit the effect of this Guarantee and Indemnity.
- 6 This Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until all arrangements between Higgins Services and the Customer are ended, all amounts owing to Higgins Services by the Customer are paid, and all obligations of the Customer to Higgins Services are complied with in full.

- 7 The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.
- 8 The Guarantors hereby charge with payment of the monies and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real and personal property held now or in the future by any of the Guarantors. The Guarantors agree that if demand is made upon him or her or it by Higgins Services, that the relevant Guarantor will immediately execute a mortgage, general security deed or other instrument of security, or consent to a caveat, as required by Higgins Services to better secure the obligations of the Guarantors under this equitable mortgage/charge and against the event that he, she or it fails to do so within a reasonable time from being so requested, the Guarantors hereby irrevocably and by way of security appoint any senior manager or solicitor engaged by Higgins Services to be his or her other true and lawful attorney to execute and register such instrument.
- 9 The Guarantors agree that Higgins Services may seek from a credit reporting agency, a credit report containing personal information about him or her to assess whether to accept him or her as a Guarantor under the terms of this Guarantee and Indemnity. The Guarantors acknowledge that they have read, understood and accept the terms of the Higgins Services privacy policy available at <https://www.Higginservices.com.au/privacy-policy/>.
- 10 The Guarantors agree that this Guarantee and Indemnity remains in force until the provisions of the Terms have been fully complied with by the Customer.
- 11 If the Customer is a trustee of a trust, the Guarantors warrant that the Customer has full authority as trustee to enter into agreements such as the Terms.
- 12 If a notice or a demand is given to the Guarantors, it will mean that the terms of the notice or demand must be complied with.
- 13 An obligation on the part of more than one party shall bind them jointly and each of them severally.
- 14 This Guarantee and Indemnity and all other guarantees or indemnities given to Higgins Services in respect of the obligations of the Customer under the Terms are to be read together as if they were one and the same document.

Executed as a Deed

Guarantor

Signed, sealed and delivered by [Full name of Guarantor]
 in the presence of: [Full name of Witness]

 Signature of Guarantor

 Signature of witness

 Print full name of Guarantor

 Print full name of witness

 Print address of Guarantor

 Print address of witness

Higgins Services

Executed by Higgins Services in accordance with section 127 of the Corporations Act 2001 (Cth) by being signed by:

.....
 Signature of Director

.....
 Signature of Director/Company Secretary