

# Elite Pool Covers

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**CONFIDENTIAL**  
**APPLICATION FOR 30 DAYS NET CREDIT ACCOUNT**  
**WITH ELITE POOL COVERS HOLDINGS PTY LTD**  
ABN: 62 664 663 834 / ACN 664 663 834

Registered Business Name: \_\_\_\_\_

Trading As: \_\_\_\_\_

ABN no: \_\_\_\_\_ ACN no: \_\_\_\_\_

Date Commenced/Incorporated: \_\_\_\_\_

Registered office address: \_\_\_\_\_

Type of Business: ☐ Sole Trader ☐ Partnership ☐ Company

Credit Limit Requested: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Goods Delivery Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Bank Details:**

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_ Account Number: \_\_\_\_\_

## PROPRIETORSHIP DETAILS

1).SURNAME: \_\_\_\_\_

Given Names: \_\_\_\_\_

Phone: \_\_\_\_\_

DOB: \_\_\_\_\_ Driver Licence No: \_\_\_\_\_

2).SURNAME: \_\_\_\_\_

Given Names: \_\_\_\_\_

Phone: \_\_\_\_\_

DOB: \_\_\_\_\_ Driver Licence No: \_\_\_\_\_

3).SURNAME: \_\_\_\_\_

Given Names: \_\_\_\_\_

Phone: \_\_\_\_\_

DOB: \_\_\_\_\_ Driver Licence No: \_\_\_\_\_

4).SURNAME: \_\_\_\_\_

Given Names: \_\_\_\_\_

Phone: \_\_\_\_\_

DOB: \_\_\_\_\_ Driver Licence No: \_\_\_\_\_

## PREMISES DETAILS

Are your premises: ☐ Owned ☐ Leased ☐ Rented, for \_\_\_ years

Mortgagee or Lessee: \_\_\_\_\_

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

\_\_\_\_\_

## TRADE REFERENCES

*(Not Service Stations, Newspapers, COD Accounts, Freight Companies)*

1).NAME: \_\_\_\_\_

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

Account Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2).NAME: \_\_\_\_\_

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

Account Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3).NAME: \_\_\_\_\_

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

Account Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



**Agreement that Elite Pool Covers Holdings Pty Ltd. may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)**

If Elite Pool Covers Holdings Pty Ltd. considers it relevant to assessing my/our application for commercial credit, I/we agree to Elite Pool Covers Holdings Pty Ltd. obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Elite Pool Covers Holdings Pty Ltd.

**All Owners of the Account Name are to sign this application.**

*Should I/we change, alter, amend or otherwise trade in an alternative name or Corporate identity we will immediately notify you by forwarding the original of "Annexure A" to the offices of Elite Pool Covers Holdings Pty Ltd. trading as Elite Pool Covers Holdings Pty Ltd. Furthermore, we shall indemnify Elite Pool Covers Holdings Pty Ltd. from and against any liability, loss, expense or demand for or arising from our failure to so notify it of my/our change in trading name or corporate identity.*

I/ We declare that I/we have read and understood the conditions of this application,  
and that the information I/we have given is true and correct.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\*Important\*\*\* This original document must be returned to Elite Pool Covers\*\***

The foregoing directors personally and our executors or administrators GUARANTEE TO Elite Pool Covers Holdings Pty Ltd the payment of moneys which are now or at any time hereafter may be due by the Debtors to Elite Pool Covers Holdings Pty Ltd on any account whatsoever and in particular for credit extended to the Debtor by Elite Pool Covers Holdings Pty Ltd for the supply of goods or services and interest and other charges associated therewith and agree: -

a) This guarantee as a continuing guarantee shall not be considered as wholly or partially satisfied by payment of any sum of money for the time being due to Elite Pool Covers Holdings Pty Ltd and shall apply to the present or any future balance of the monies hereby secured.

b) This guarantee shall not be determined by our death.

c) Elite Pool Covers Holdings Pty Ltd may from time to time grant the Debtor any time or other indulgence without affecting the liability of us.

d) Any payment made to Elite Pool Covers Holdings Pty Ltd and later avoided by any statutory provision shall be deemed not to have discharged our liability and in such an event the parties are resorted to the rights which each respectively would have had if the payment had not been made.

e) Elite Pool Covers Holdings Pty Ltd shall be at liberty from time to time and without further authority than this guarantee to debit and charge the account of the Debtor with all costs, charges, expenses and payments legal or otherwise which Elite Pool Covers Holdings Pty Ltd may incur in connection with obtaining or attempting to obtain payment of the monies hereby secured whether from us or from the Debtor.

f) Elite Pool Covers Holdings Pty Ltd may from time to time increase or otherwise vary the limit of any accommodation to the Debtor or otherwise

g) amend or vary the arrangements now or from

h) time to time hereafter in force between Elite Pool Covers Holdings Pty Ltd and the Debtor at its absolute discretion and without any consent by us and it is acknowledged that this guarantee shall extend to cover the arrangements from

i) That notwithstanding anything contained in this instrument and notwithstanding that the whole or any part of the monies hereinbefore described as "the monies hereby secured" are or may be irrecoverable from the Debtor by Elite Pool Covers Holdings Pty Ltd (whether by any reason of any legal limitation disability or incapacity of or affecting the Debtor or by reason of any other fact or circumstance whatsoever and whether the transactions or any of them relating to such moneys have been void ab initio or have been subsequently avoided and whether or not any of the matters or facts relating thereto have been or ought to have been within the knowledge of Elite Pool Covers Holdings Pty Ltd) whereby such moneys or any part thereof are not recoverable from us by Elite Pool Covers Holdings Pty Ltd on the footing of a guarantee then and in such case we hereby as a separate and additional primary liability under this instrument indemnify Elite Pool Covers Holdings Pty Ltd in respect of such moneys and as principle Debtors agree with Elite Pool Covers Holdings Pty Ltd to pay Elite Pool Covers Holdings Pty Ltd when demanded in writing from us a sum equal to the amount of such moneys and the terms of this instrument shall mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the amount payable by us shall not exceed the total amount to which we would otherwise have been liable under this instrument if the said monies were recoverable by Elite Pool Covers Holdings Pty Ltd from the Debtor.



- j) That it is acknowledged that we do not execute this instrument as a result of or by reason of any promised representation statement of any nature or kind whatsoever given or offered to us by or on behalf of Elite Pool Covers Holdings Pty Ltd whether in answer to any enquiry or on behalf of us or not.
- k) Wherever the same is used herein words importing the singular number or plural number shall be deemed to include the plural number and singular number respectively.
- l) To hereby charge all our real and personal property with our obligations under this guarantee to allow Elite Pool Covers Holdings Pty Ltd to lodge a caveat over our real property to protect its interests under the charge given under this guarantee.
- m) It is acknowledged that Elite Pool Covers Holdings Pty Ltd may from time to time seek and obtain further guarantees from other guarantors to guarantee the obligations and debts of the Debtor and we hereby consent to such further guarantees being given and acknowledge that their granting does not diminish in any way Elite Pool Covers Holdings Pty Ltd's rights against us under this guarantee document.

**AND recognise that it is on the basis of this guarantee that credit will be extended to the Debtor we certify that the full and correct name of the Debtor is as set out at the head hereof.**

IN WITNESS WHEREOF we have hereunto set our hands this  
..... day of ..... 20.....

Guarantor

Witness

SIGNED AND DELIVERED

By the said

\_\_\_\_\_

\_\_\_\_\_

SIGNED AND DELIVERED

By the said

\_\_\_\_\_

\_\_\_\_\_

SIGNED AND DELIVERED

By the said

\_\_\_\_\_

\_\_\_\_\_

SIGNED AND DELIVERED

By the said

\_\_\_\_\_

\_\_\_\_\_

(Please witness each signature)

(Please do not put company seal against signature)



## **PERSONAL GUARANTEE**

On behalf of \_\_\_\_\_  
(Company Name)

To: Elite Pool Covers Holdings Pty Ltd

In Consideration of Elite Pool Covers Holdings Pty Ltd agreeing to supply goods and services on credit as from time to time requested by the guarantors hereinafter named

To: \_\_\_\_\_

Address: \_\_\_\_\_ P/Code \_\_\_\_\_

Ph: \_\_\_\_\_

(here insert full complete name and address of Proprietary Company requesting account)  
(herein called the "Debtor")

a).NAME: \_\_\_\_\_

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

Phone: \_\_\_\_\_

b).NAME: \_\_\_\_\_

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

Phone: \_\_\_\_\_

c).NAME: \_\_\_\_\_

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

Phone: \_\_\_\_\_

c).NAME: \_\_\_\_\_

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

Phone: \_\_\_\_\_

(Please print names of Debtors and full residential addresses)

## **CONDITIONS OF SALE**

- 1.All prices are subject to alteration without prior notice. Prices charged are those at the date of delivery.
- 2.An order given to Elite Pool Covers Holdings Pty Ltd. by the Purchaser shall be binding if either:-
  - (a)a written Acceptance of Order is signed for and on behalf of Elite Pool Covers Holdings Pty Ltd. or
  - (b)if the goods are manufactured by Elite Pool Covers Holdings Pty Ltd. in accordance with the order or
  - (c)if the goods are delivered by Elite Pool Covers Holdings Pty Ltd. to the Purchaser, his servants or agents or any carrier or
  - (d)the Purchaser accepts Elite Pool Covers Holdings Pty Ltd's quotation. An acceptance of the order by Elite Pool Covers Holdings Pty Ltd. is and shall be deemed to be an acceptance of these Conditions of Sale and the Purchaser notwithstanding any inconsistencies which may be introduced in the Purchaser's order of acceptance unless expressly agreed by Elite Pool Covers Holdings Pty Ltd. in writing.
- 3.Any times quoted for delivery and installation are estimates only and Elite Pool Covers Holdings Pty Ltd. shall not be liable for failure to deliver or install or for delay in delivery or installation arising from any cause whatsoever beyond Elite Pool Covers Holdings Pty Ltd 's control. The Purchaser shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or despatch.
- 4.The risk of loss or damage to any goods shall pass from Elite Pool Covers Holdings Pty Ltd. to the Purchaser at the time of delivery to the carrier or the Purchaser whichever is the earlier. All custom products over 100kg in weight are supplied in lightweight wrapping designed to protect the product from dust only. If the product is to be transported on a general carrier it will require additional packaging or crating which will be charged to the Purchaser at an agreed rate.
- 5.Terms of payment for the goods are strictly as specified on the face of the invoice.
- 6.Insurance shall be the Purchaser's responsibility.
- 7.A delivery charge will apply to all orders unless freight arrangements have been made or approved by management.
- 8.Invoice values of less than \$300.00 (excluding tax) shall be subject to a handling fee.
- 9.No claims will be recognised unless made within 7 days of delivery.
- 10.If the Purchaser makes default in any payment, commits an act of bankruptcy or enters into involuntary liquidation, Elite Pool Covers Holdings Pty Ltd. may as its option withhold further deliveries or cancel the contract without prejudice to its rights hereunder.



## CONDITIONS OF SALE - continued.

### 11. Transfer of Ownership.

- (a) Ownership of any goods delivered by Elite Pool Covers Holdings Pty Ltd. to the Purchaser is only transferred when payment in full for the goods has been received by Elite Pool Covers Holdings Pty Ltd.
- (b) Where Elite Pool Covers Holdings Pty Ltd has not been paid in the manner specified herein and Elite Pool Covers Holdings Pty Ltd. delivers the goods to the Purchaser then until disposed of by the Purchaser in accordance with the provisions of this clause the Purchaser agrees with Elite Pool Covers Holdings Pty Ltd. to keep the goods as a trustee for Elite Pool Covers Holdings Pty Ltd. and if required to store the goods in a manner that clearly identifies them as the property of Elite Pool Covers Holdings Pty Ltd
- (c) Notwithstanding the provisions of the last two preceding sub-clauses the Purchaser may sell the goods to a third party in the ordinary course of his business and deliver them to that party subject to the following conditions:-
  - (i) where the Purchaser is paid by that party the Purchaser holds the whole of the proceeds of sale on trust for Elite Pool Covers Holdings Pty Ltd. and
  - (ii) where the Purchaser is not paid by that party the Purchaser agrees at the option of Elite Pool Covers Holdings Pty Ltd. to assign his claim against that party to Elite Pool Covers Holdings Pty Ltd. upon Elite Pool Covers Holdings Pty Ltd. giving the Purchaser notice in writing to that effect.

### 12. Filling of an Elite Pool Covers Holdings Pty Ltd. liner constitutes acceptance, by the Purchaser, of size, colour and fit. No claims for alteration or modification will be accepted if a liner has been filled.

### 13. Return of goods shall not be accepted unless authorised by Elite Pool Covers Holdings Pty Ltd. Custom-made goods and cut material are not returnable.

### 14. Elite Pool Covers Holdings Pty Ltd. warrants that goods manufactured by it are free from faulty workmanship.

### 15. Elite Pool Covers Holdings Pty Ltd. accepts no responsibility for the engineering or design of the products they fabricate.

### 16. The Purchaser must conduct his own tests to ensure that the product they purchase from Elite Pool Covers Holdings Pty Ltd. is suitable for the particular application of intended use.

### 17. Unless otherwise provided in written contracts, products are sold without warranties or conditions expressed or implied. Any comments made regarding project construction are made on an informative basis not as a recommendation. All questions regarding project design should be referred to a competent qualified engineer.

### 18. All installations shall be by and at the expense of the Purchaser unless otherwise agreed in writing.

### 19. Any cheques dishonoured, the bank and administration costs will be charged.

### 20. **1.5% interest per month will be charged on overdue accounts.**