

**ACCOUNT APPLICATION & SECURITY AGREEMENT**

Name of Licensed Premises:												
Registered Company Name: **												
ABN:**			ACN:**									
Physical Address:												
Postal Address:												
Delivery Times:												
Country Customer Freight Depot:												
<b>Please Indicate:</b>	Public Company	Private Company	Partnership	Sole Prop	Trustee Co **	Association						
Buying Group:												
Premises Telephone:			Mobile:									
Email for Accounts & Statements:				Accounts Contact Person:								
Nature of Business:				Date Commenced Trading:								
Liquor License No.:												
License Transfer Date:												
					Previous account with Empire Liquor :	Yes      No						
Name & Details of previous Licensed Premises:												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;"><b>Order Number Required:</b></td> <td style="width: 10%;">Yes</td> <td style="width: 10%;">No</td> <td style="width: 25%;"><b>Are you Claiming WET Exemption?</b> (Please attach copy of Certificate)</td> <td style="width: 10%;">Yes</td> <td style="width: 10%;">No</td> </tr> </table>							<b>Order Number Required:</b>	Yes	No	<b>Are you Claiming WET Exemption?</b> (Please attach copy of Certificate)	Yes	No
<b>Order Number Required:</b>	Yes	No	<b>Are you Claiming WET Exemption?</b> (Please attach copy of Certificate)	Yes	No							

**Full name and residential addresses of all the Directors/Partners/Proprietors:** *(Please attach a separate page if insufficient space)*

Name	Residential Address	Driver's Licence No.	Date of Birth
1.			
2.			
3.			
4.			
5.			

**Please provide a minimum of three trade credit references:** *(\*\*Please do not quote - Breweries, Food Wholesalers or Coca Cola\*\*)*

Company Name	Contact Name	Telephone No.
1.		
2.		
3.		

**This agreement constitutes a Security Agreement pursuant to the Personal Property Security Act 2009 (PPSA)**

- Completing a Credit Application does not infer that credit will be granted.
- The document must be completed in full with no alterations or deletions. Any such alterations or deletions will void the application and a new form will have to be completed.
- The Company reserves the right to refuse credit to any Applicant without explanation.
- The Company reserves the right to suspend or withdraw credit facilities at any time without notice.
- Special Note: if the Company acts as, or is part of, a Trust/Nominee company then the provision of personal guarantee/s from the Trust Beneficiary/Beneficiaries is required to process this application.

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**Select Payment Method**

**CREDIT CARD CONTINUING AUTHORITY:**

Amounts payable will be paid by a charge to the nominated credit card on their due date.

Visa and MasterCard incur no fee. AMEX incurs 2.5% processing fee.

Card Holders Name:

Card Type:

Card Number:

Expiry Date:

Card Holders Approval Signature:

**DIRECT DEBIT:**

Amounts payable will be paid via a direct debit to the account nominated below on their due date

by EMPIRE LIQUOR, DIRECT DEBIT USER ID 50154

By signing and/or providing us with a valid instruction in respect to Your Direct Debit Request, You, have understood and agreed to the terms and conditions governing the debit arrangements between You and EMPIRE LIQUOR PTY LTD as set out in this Request and in Your Direct Debit Request Service Agreement

Name/s on account

BSB number (Must be 6 Digits)

Account number:

Account Signatory Name:

Approval Signature:

Account Signatory Name:

Approval Signature:

**BANK TRANSFER**

Subject to Credit Approval

Amounts payable to be sent via Direct E.F.T to Empire Liquor's nominated bank account on the due date.

**ANZ Bank Account:-** BSB 015-056 **Account Number** 347 929 572

**OSKO Pay ID No.** 050 206 892

**General Terms and Conditions and Security Agreement**

**IN CONSIDERATION OF Empire Liquor Pty Ltd, A.B.N. 23 050 206 892, and its related entities (hereinafter referred to as ‘the Company’)**

providing commercial credit facilities to the party completing the application (**hereinafter referred to as “the Customer”**) annexed to these conditions: -

- (i) The Customer acknowledges and agrees that the following applies to and forms part of any contract for the supply of Goods and / or Services by the Company and that these General Terms and Conditions take precedence over any terms and conditions which may be contained in any document provided by the Customer. Any request from the Customer to the Company for the supply of Goods and / or Services shall constitute acceptance of these general terms and conditions.
- (ii) The Customer hereby charges in favour of the Company all its estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which it now has any legal or beneficial interest or in which it later acquires any such interest with payment of all monies owed by the Customer and consents to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or other caveatable property;
- (iii) The Customer acknowledges that where the Customer consists of more than one party or entity, liability shall be joint and several.

**TERMS**

These terms and conditions, including any Credit Limits set by the Company, are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by notice given by the Company by any means. Unless or except specifically excluded herein, the company and the Customer retain any rights and remedies available to them in any prior or pre-existing agreement.

“Collateral” and/or “Goods” shall mean all goods and/or services supplied by the Company to the Customer, or ordered by the Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document including any recommendations and advice and over which the Company may intend to register a Security Interest.

“Price” shall mean the cost of the Collateral as referred to in the Company’s price lists, prepared quotes and / or specific arrangements and shall be subject to change from time to time without notice.

**RISK**

Notwithstanding Retention of Title provisions herein, the risk in Collateral purchased shall pass to the Customer upon delivery to the Customer or its agent or a carrier nominated by the Customer.

If any of the Collateral is damaged or destroyed prior to the title passing to the Customer, the Company is entitled, without affecting any other rights and remedies under any agreement, to any insurance proceeds payable for the Collateral.

**DELIVERY**

The Company shall not be liable for any loss or damage, including consequential loss or damage, arising from delay in delivery or failure to deliver Collateral, either whole or in part, due to circumstances beyond its control.

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## **PAYMENT TERMS AND CONDITIONS**

Credit Account Customers are required to pay all invoices, in full and with no deduction or set-off, by the 7th day of the month following the month of purchase unless otherwise arranged.

Should it be considered necessary by the Company to incur legal and/or any other expenses, including any such expenses to any debt collection agency, in obtaining, or attempting to obtain, payment for any amount due by the Customer, the Customer shall be liable for all such expenses. The Customer acknowledges that those expenses may be calculated on a commission basis at a percentage rate of up to 25% of the amount due and expressly agrees to pay those expenses irrespective of the amount of work actually performed by the agency.

Amounts received by the Company may be applied first against interest, charges and expenses.

Interest on overdue amounts may be charged at a rate of 2.50% per calendar month or part thereof and the Customer shall be liable for, and expressly undertakes to pay, all such interest.

Any payment made by or on behalf of a Customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Customer's indebtedness and, in such an event, the parties are to be restored to rights which each respectively would have had if the payment had not been made. The Customer shall be liable for, and expressly undertakes to pay, all fees (including an Administration Fee in an amount to be set from time to time by the Company) for all costs incurred as a result of any cheque or electronic banking transaction being dishonored for whatever reason.

### **PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)**

The Customer grants and the Company may register on the Personal Property Securities Register, a security interest in all and any sale of Collateral under this agreement, including but not limited to intellectual property and all other present or after-acquired property.

The Customer warrants that all purchases under this agreement are for commercial purposes only and, accordingly, the provisions of the Consumer Credit Act will not apply.

The Customer and the Company agree to contract-out of the PPSA in accordance with section 115 of the PPSA to the extent that the section applies for the benefit of, and does not impose a burden on, the Company. The Customer waives its right to receive a copy of any Financing Statement or any Financing Change Statement registered by the Company in respect of the security interest created by these terms and conditions.

The Customer agrees to execute any documents, provide all relevant information and co-operate fully with the Company to ensure that the Company has a perfected security interest in the personal property charged and, if applicable, a Purchase Money Security Interest (PMSI). The Customer agrees to notify the Company of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship 7 days prior to any such change taking effect.

The Customer agrees that, until all monies owing to the Company are paid in full, it shall not sell or grant any other Security Interest in the Collateral.

The Customer agrees to reimburse the Company for all costs and/or expenses incurred or payable by the Company in relation to registering, maintaining or releasing any financing statement or any other document in respect of any security interest under this agreement.

### **CLAIMS**

The Customer shall inspect the Collateral upon delivery and will, within 48 hours, notify the Company of any defects, short deliveries or any failure to fulfill any quotation or order. Goods damaged on the customer's premises are not claimable.

The Customer will, within a reasonable time following delivery, grant the Company access to the Collateral in order to inspect for any alleged defects.

Should the Customer fail to notify the Company within the specified period then the Collateral shall be deemed to be in compliance with the order and free from any defect whatsoever.

### **RETENTION OF TITLE**

Title in all the Collateral supplied shall remain vested in the Company and shall not pass to the Customer until all monies owing to the Company by the Customer together with all collection, repossession and / or legal costs incurred, have been paid in full. Until title passes to the Customer, the Customer acknowledges that these conditions create, in the Company's favor, a PPSA purchase money security interest in the Collateral and any proceeds of their sale.

The Company shall retain an equitable interest in the Collateral, whether separate or co-mingled or accessioned, which shall be stored in such a manner as to be clearly identifiable as the property of the Company, until title has passed to the Customer and further, upon re-sale of the Collateral by the Customer, the Company shall have the right to trace any proceeds of sale to the extent that they relate to its Collateral which are incorporated.

If payment has not been received, the Customer will transfer to the Company all of its rights in respect of the sale price.

The Company may demand at any time until title has passed to the Customer that the Customer returns the Collateral or any part of them.

In the event that the Customer defaults in the payment of any monies owing, the Company and its employees or agents shall have the right to enter without notice upon the Customer's premises or any other premises where the Collateral is known to be stored to repossess the Collateral and for this purpose the Customer shall grant reasonable access rights and the Company, its employees or agents shall be entitled to do all things required to secure repossession.

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## **PERSONAL GUARANTEE, INDEMNITY & SECURITY AGREEMENT**

**IN CONSIDERATION OF Empire Liquor Pty Ltd, A.B.N. 23 050 206 892, (hereinafter referred to as “the Company”)** granting the Customer (as named in the Credit Application & Security Agreement and which forms a part of this document) trade credit, I/WE, the Guarantors, guarantee payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer or any of us arising from any past, present or future dealing with you.

### **I/WE HEREBY AGREE & ACKNOWLEDGE:**

That this is a continuing guarantee and, to indemnify the Company against all loss or damage arising from any past, present or future dealing with the Customer or any of us,

That our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by you or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by this guarantee and indemnity and,

That our liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Company Arrangement (DOCA) or by the Company voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA and,

That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee and, That the Company is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor and,

That this guarantee may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from the Company that we are released from our obligations and liabilities under this guarantee.

That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,

That I/we indemnify the Company against losses or costs that it may suffer as a result of disgorging monies to a liquidator of the Customer and, That I/we sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary and,

To notify you of any change in the Customer’s structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship 7 days prior to any such change taking effect.

To grant, and that the company may register on the Personal Property Securities Register, a security interest in the form of a Purchase Money Security Interest in this guarantee and that such security interest shall include all present and after-acquired property.

I/We agree to reimburse the Company for any costs and/or expenses incurred or payable by the Company in relation to registering, maintaining or releasing any financial statement or any other document in respect of any security interest under this agreement.

**I/WE HEREBY CHARGE** in your favour all our estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Customer or any of us and consent to the lodging by the Company of a caveat or caveats which note your interest in or over any such land or other caveatable property.

**I/WE FURTHER AGREE** that this agreement shall be governed by and construed in accordance with the laws of the State of South Australia and, where applicable, the Commonwealth of Australia, and I/WE submit to the non-exclusive jurisdiction of the courts of South Australia.

## **PRIVACY AND CREDIT REPORTING**

The Company is committed to protecting your privacy. Its policy is to comply with the National Privacy Principles for the handling of personal information as set out in the Privacy Act, 1988. (Plus Amendments) In accordance with those principles, and with the Company’s Privacy Policy, persons will be given access to their personal information upon request. The Company uses the types of personal information collected, to enable it to supply customers with its products and services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, assessing its risk in, and collecting debts. This information may be disclosed to the Company’s associated or related entities, parties related to the Customer’s employment (e.g. referees and others as set out in the Privacy Policy) contractors, other credit providers, whether or not an account is overdue and, if necessary, its risk insurers, debt collectors and credit reporting agencies. If all or part of the information requested is not provided, the Company may not be able to consider any application or to provide credit facilities. Customers who have any concerns about the Privacy Policy are requested to direct them to The Managing Director, Empire Liquor Pty Ltd, P.O. Box 299, EDWARDSTOWNS.A. 5039.

I/We acknowledge and give consent that the Company may make enquiries as to the credit and financial situation of me or any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Company reasonably sees fit from time to time, for purposes including but not limited to;

- passing the information on to a credit reporting agency,
- passing the information on to a debt collector,
- obtaining further personal information, including consumer and/or commercial credit information, relating to me or any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.
- further, that the consent hereby given shall remain in force until all monies owing have been paid in full and the Customer no longer has an open account with the Company.

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I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice. I/We agree to be bound by the General Terms and Conditions and Security Agreement as detailed in the Empire Liquor Credit Application. I/We warrant by signature/s below that the information given in support of this application is true and correct.

In the event that the Customer is an incorporated entity, the person/s signing this agreement warrants that they are authorized to sign on behalf of the Customer and to bind the Customer in contract.

Applicant Name:  Title:	Applicant Signature:	Date:
Applicant Name:  Title:	Applicant Signature:	Date:
Applicant Name:  Title:	Applicant Signature:	Date:
Witness Name:  Title:	Witness Signature:	Date:

**Please return the completed**

**original form to Empire Liquor Pty Ltd**

**Email:- [accounts@empireliquor.com.au](mailto:accounts@empireliquor.com.au)**

**Please allow up to three (3) business days for processing.**