

Electronic Application for Trade Credit

Please Complete and Return

Trading Name		Phone No.	
ABN		Fax No	
Registered Business Name			
Trading Address		Post Code	
Postal Address for Statements		Post Code	

	Given Name	Surname	Contact No.	Email
Manager Details				
Accounts Payable				
Freight Contact				

Entity Type (please tick)

Sole trader Partnership Private Company Public Company Trust Other

Type of business if "other" _____

Name, Private Address & Private Phone Number of Proprietors/Partners/Directors

Name	Address	Phone No.
1.		
2.		
3.		

Date Business established		Paid up Capital	
If Branch, Head Office Address			
If Part of group, Name of Parent			
Anticipated Monthly Spend			

Trade References

Name	Address	Phone No

I / We: Conditions of Carriage and Credit

- (a) certify that the information provided above in this Application for Trade Credit is complete and correct;
- (b) certify that I am authorised by the Customer to apply for credit and execute this Application on its behalf;
- (c) confirm that the directors or proprietors of the Customer have never been bankrupt, nor have they been involved as a director or manager of a company which has been wound up, entered into an arrangement with creditors or had a receiver or receiver and manager appointed;
- (d) agree, if this application for credit is approved, to be bound by the following conditions.
- (e) Consent to the electronic transmission of the information contained within this Application for Trade Credit and Guarantee (if any) pursuant to the Electronic Transactions Act (Qld) 2001.

Customer Initials: _____

Definitions

“**Followmont**” means Followmont Transport Pty Ltd (ABN 15 131 829 412).

“**Customer**” means the applicant/s for credit whose particulars are set out in the “Application for Trade Credit”.

“**PPSA**” means the Personal Property Securities Act 2009 as amended from time to time. Any term defined in the PPSA has the corresponding meaning in this agreement.

1. GENERAL

- (a) Unless otherwise agreed in writing by Followmont, any conditions of a Customer’s order inconsistent with these conditions are expressly rejected by Followmont.
- (b) A quotation provided by Followmont shall not constitute an offer to provide transport services and/or other goods or services to the Customer. No contract for the provision of transport services and/or other goods or services shall exist between Followmont and the Customer until a Customer’s order has been accepted by Followmont. Followmont may, in its absolute discretion, accept or refuse any order submitted by the Customer.
- (c) Should there be any variation to any of the information supplied by the Customer to Followmont, or any change to the structure or nature of the Customer’s business (such as the conversion from a partnership to a company) the Customer shall immediately notify Followmont in writing and complete a new application for credit which will be considered by Followmont.
- (d) Where the Customer is a trustee, the Customer agrees to produce a stamped copy of the trust deed (together with any amendments) within 7 days of a request by Followmont. The Customer warrants that it has full power and authority to enter into this Agreement on behalf of the trust and agrees to be bound by these conditions both personally and as a trustee, regardless of whether or not it discloses to Followmont that it is a trustee at the time of entering into this agreement.

2. TERMS OF CREDIT

- (a) The Customer shall pay for all transport services and/or other goods or services provided in each calendar month, on or before 30 days from the date of the invoice.
- (b) The Customer agrees to pay an accounting fee of \$5.00 per month (plus GST) for any charges incurred by the Customer during the month.
- (c) Should the Customer default in making any payment in accordance with these conditions, then all money due to Followmont shall immediately become due and payable. Followmont shall be entitled to charge interest at the rate of 1.5% per calendar month compounded monthly on all overdue amounts from the due date for payment until the date of actual payment.
- (d) The Customer shall pay any legal costs (on an indemnity basis), collection costs or dishonoured cheque fees incurred in relation to any default in payment by the Customer.
- (e) Followmont may withdraw or vary the terms of the Customer’s credit facilities at any time without notice to the Customer or any guarantor of the Customer.
- (f) Followmont consents to the Customer transmitting the information within this Application for Trade Credit via electronic communication and to the use of an electronic signature by the customer.

3. GRANT OF SECURITY INTEREST

- (a) The Customer hereby charges and grants a Security Interest to Followmont in all of the Customer’s right, title and interest in any property whatsoever and wheresoever both present and future as security for the payment of all monies which are now or in the future owed by the Customer to Followmont. As security for the payment of any monies which are now or in the future owed by the Customer to Followmont the Customer hereby irrevocably appoints as its duly constituted attorney Followmont’s company secretary from time to time to execute in the Customer’s name and as the Customer’s attorney any real property mortgage, bill of sale or consent to any caveat and to do all things necessary to obtain the registration of any such document. The attorney may exercise any power conferred on the attorney by this power of attorney even if it involves a conflict of duty, the attorney has a personal interest or benefits from doing so and the Customer agrees to ratify anything done by the attorney under this power of attorney.

- (b) Where the Customer has previously entered into an agreement with Followmont by which the Customer has granted a charge, mortgage, security interest or other security over real or personal property, those charges, mortgages or other Security Interests will continue and co-exist with the obligations and Security Interests created in this agreement. Followmont may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.
- (c) Followmont shall have a lien on any property of the Customer in the possession of Followmont for all sums now or in the future payable by the Customer to Followmont and for that purpose shall have the right to sell the property in the possession of Followmont, by public auction or privately without notice to the Customer.

4. CONDITIONS OF CARRIAGE/CONDITIONS OF FREIGHTSAFE WARRANTY SCHEME

- (a) All services, including but not limited to transport and storage services, provided by Followmont are subject to Followmont's Conditions of Carriage. The Customer acknowledges having received and read Followmont's Conditions of Carriage.
- (b) If the Customer has elected in writing to participate in the FreightSafe Warranty scheme, the Customer acknowledges having received and read the FreightSafe warranty scheme conditions.
- (c) The Customer agrees to indemnify and keep indemnified Followmont against any claim for damages resulting from or in any way connected with the entry of Followmont onto any property at the request of the Customer.

5. PPSA

- (a) The Customer and Followmont agree that Followmont is not required to respond to any request made under subsection 275(1) of the PPSA as the response would disclose information that is protected against disclosure by a duty of confidence and the Customer and Followmont further agree that neither Followmont or the Customer will disclose any information of the kind mentioned in subsection 275(1) of the PPSA.
- (b) The Customer waives any rights it would otherwise have under the PPSA:
 - i. under section 95 to receive notice of intention to remove an accession;
 - ii. under section 118 to receive notice that Followmont intends to enforce its security interest in accordance with land law;
 - iii. under section 121(4) to receive a notice of enforcement action against liquid assets;
 - iv. under section 129 to receive a notice of disposal of goods by Followmont purchasing the goods;
 - v. under section 130 to receive a notice to dispose of goods;
 - vi. under section 132(1) to receive a statement of account following disposal of goods;
 - vii. under section 132(4) to receive a statement of account if no disposal of goods for each six-month period;
 - viii. under section 135 to receive notice of any proposal of Followmont to retain goods;
 - ix. under section 137(2) to object to any proposal of Followmont to retain or dispose of goods;
 - x. under section 142 to redeem the goods;
 - xi. under section 143 to reinstate the security agreement; and
 - xii. under section 157(1) and 157(3) to receive a notice of any verification statement.
- (c) The Customer will, at the request of Followmont, execute documents and do such further acts as may be required for Followmont to register any Security Interest to which Followmont is entitled under PPSA.

6. CERTIFICATE

A Certificate in writing signed by Followmont's Accounts Receivable Manager stating monies payable by the Customer to Followmont shall be prima facie evidence of the amount payable by the Customer.

The Customer agrees to accept service of any document required to be served including any notice under these conditions, under the Conditions of Carriage or the PPSA or any originating process by prepaid post to any address nominated in this application or any other address later notified to Followmont by the Customer.

7. ENTIRE AGREEMENT

This Agreement sets out the entire agreement of the parties with respect to the provision of transport and/or storage services to the Customer and the provision by Followmont of credit to the Customer. Followmont shall not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed on behalf of Followmont by an authorised officer of Followmont.

8. LAW

This Agreement is governed by and is to be construed in accordance with the laws of the State of Queensland. The Customer irrevocably and unconditionally submits to the jurisdiction of the Courts of Queensland. If a provision of this agreement or its application to a person or circumstances is invalid or unenforceable, then the remaining provisions remain enforceable and unaffected by the modification. If this is not possible, this agreement will take effect as if it did not include the offending provision.

Privacy Act 1988 – Information Collection Statement

Followmont Transport Pty Ltd is committed to protecting the privacy of your personal information. You can access our full privacy policy as [insert link to policy]

Our primary purpose for collecting your personal information is to assess your application for credit and, more generally, to provide you with packaging, storage, distribution or general freight and transport services.

We may also use or disclose the personal information for another purpose such as to keep records of transactions to assist in future enquires and enhance our relationship with you.

Our usual process of collecting your personal information for the credit purposes is to collect it directly from you or your trade references.

Your personal information may be disclosed to other entities such as our subcontractors and agents, other service providers of freight and transport, government bodies (e.g. Centrelink), other entities within the Followmont group and insurance providers and brokers.

We do not disclose your personal information to overseas recipients.

If we consider it necessary, we may disclose your credit information to a credit reporting body.

The credit reporting body may include the information we disclose to them in reports provided to other credit providers to assist those credit providers in assessing your credit worthiness.

If you fail to meet your payment obligations in relation to the credit we provide you or if you commit a serious credit infringement, we may disclose this to the credit reporting body.

You can request that the credit reporting body not use your information for the purposes of pre-screening for direct marketing by another credit provider. You can also request the credit reporting body not use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

Please contact us for more details about the credit reporting we use and we can provide you with a link to their policy on managing credit information.

Our detailed privacy policy at [insert link to policy] includes further information on how you can access and seek correction of your personal information and how you can complain about a breach of your privacy. The policy also contains information about how we will deal with a complaint. If you have any concerns about the privacy of your personal information, please contact our Privacy Officer on (07) 3608 4900 or by email at privacy@followmont.com.au

By ticking this box, you are accepting the Terms & Conditions set here within this Application.

First Name	Last Name	Position	Date
1.			
2.			

GUARANTEE

TO: Followmont Transport Pty Ltd ABN 15 131 829 412

The guarantor/s acknowledge that goods or services (or both) on credit by you ("the customer") has submitted an application to be supplied in the event that the application for credit by the customer is accepted, in consideration of you agreeing to supply the Customer with goods and/or services on credit, I/we agree with you as follows: -

1. I/We consent to electronic transmission of the information contained within this Guarantee. I/We note that you consent to me/us transmitting the information contained within this Guarantee. I/We note that you consent to me/us transmitting the information contained within this Guarantee via electronic communication and to the use of an electronic signature by me/us.
2. I/We shall be answerable and responsible to you for: -
 - (a) the due payment by the Customer for all goods and/or services as you may from time to time supply to the Customer;
 - (b) any debt collection costs, or legal costs (on an indemnity basis) incurred by you as a result of the Customer's failure to pay any amounts due to you;

Customer Initials: _____

- (c) The due and punctual observance by the Customer of all its other liabilities and obligations to you.
3. You may, in your absolute discretion and without notice to me/us, refuse further credit or refuse to supply goods or services to the Customer.
 4. This agreement shall be a continuing guarantee to you for all debts whatever and whenever contracted by the Customer with you in respect of goods or services or both and is irrevocable until discharged pursuant to its terms.
 5. You are at liberty without notice to me/us at any time and without in any way discharging me/us from my/our liability under this guarantee to grant time or any other indulgence to the Customer and to accept payment from it in cash or by means of negotiable instruments, and to treat me/us in all respects as though I/we were jointly and severally liable with the Customer to you, instead of merely being guarantor/s for the Customer. You are not obliged to proceed against the Customer or to exhaust any remedies against the Customer but are entitled to demand from me/us any payment due to you by the Customer.
 6. This guarantee is entered into by me/us in our personal capacity, and not in the capacity as trustee of any trust.
 7. This guarantee is not affected and will remain enforceable: -
 - (a) If you do not comply with any law, or with any agreement between you and the Customer;
 - (b) If you grant any time, release or other concession to the Customer;
 - (c) If one of the guarantors or any other party does not execute this guarantee;
 - (d) In the event of the death, legal incapacity or insolvency of the Customer.
 8. Any payment made to you by the Customer or by me/us which is or may be avoided by any statutory provision shall be deemed not to have discharged my/our liability to you.
 9. Until the whole of the Customer's obligations has been paid or satisfied, I/we will not either directly or indirectly recover or claim to recover any sum paid under this guarantee and will not claim or receive the benefit of any distribution, dividend or payment relating to the winding up or bankruptcy of the Customer.
 10. A Certificate in writing signed by your Administration Manager stating monies payable by the Customer to Followmont shall be prima facie evidence of the amount payable by me/us pursuant to this Guarantee.
 11. This guarantee shall be governed by and construed in accordance with the laws of the State of Queensland. I/we irrevocably and unconditionally submit to the jurisdiction of the Courts of Queensland.
 12. If you consider it necessary, you may disclose my/our credit information to a credit reporting body. The credit reporting body may include the information you disclose to them in reports provided to other credit providers to assist those credit providers in assessing my/our credit worthiness. If I/we fail to meet my/our payment obligations in relation to the credit you provide me/us or if I/we commit a serious credit infringement, you may disclose this to the credit reporting body. I/we can request that the credit reporting body not use my/our information for the purposes of pre-screening for direct marketing by another credit provider. I/we can also request the credit reporting body not use or disclose credit reporting information about me/us, if I/we believe on reasonable grounds that I/we have been, or are likely to be, a victim of fraud. I/we can contact you for more details about the credit reporting body you use and you can provide me/us with a link to the credit reporting body's policy on managing credit information. I/we can request that you provide me/us with your full privacy collection statement, or I/we can consult you full privacy policy at [inset link to policy], for further information about how my/our personal information is dealt with.

I/We agree that you may obtain from a credit reporting agency or from another credit provider a consumer credit report or commercial credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the Customer or if you consider it to be relevant to collecting payment of amounts which are overdue from the Customer. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the Customer's application ceases.

Dated this _____ Day of _____ 20____

(Full Name of Guarantor)

(Full Name of Guarantor)

(Address of Guarantor)

(Address of Guarantor)

Customer Initials: _____

PC01 - Followmont Pallet Policy

1. Overview

As a part of our continual commitment to support and supply our customer the highest level of service, Followmont Transport would like to advise the implementation of our revised Pallet Policy.

Please ensure all relevant parties are advised of the impending implementation.

2. General

Followmont Transport prefer that customers holding CHEP/LOSCAM pallet accounts transfer pallets at time of pickup, however exchanges will also be accepted. If the Followmont driver is unable to supply the adequate number of pallets to exchange, a Followmont Pallet Movement Docket (PMD) will be issued to the customer. It is the customer's responsibility to contact Followmont Pallet Control to arrange to have owed pallets returned.

Pallets owed to Followmont Transport must be returned within 7 days of request. If not returned, Followmont will raise a miscellaneous invoice at the rate of \$50.00 plus GST for each outstanding pallet onto the Followmont Transport customer.

3. Pallet Transfers

Pallet transfers WILL NOT be accepted without driver's signature and reference to the Followmont Transport consignment note(s) recorded clearly on the documents.

It is the responsibility of the Sending account to raise the appropriate pallet transfer documentation for loads into Followmont Transport, and promptly forward to CHEP/LOSCAM for processing.

Transfer effective date delay days are required, (14) days from movement date for ALL transfers onto Followmont Transport accounts. This delay covers the receiving, transit and delivery days of your product into your customer, and any exchange difficulties.

Followmont Transport accepts transfers of WOOD PALLETS ONLY. That is, CHEP Pallets (10001) and LOSCAM Pallets (WP) only. No other hire equipment will be accepted onto our pallet accounts.

For all freight delivered to a location where pallets are deemed unrecoverable, i.e.; Wharfs, Construction & Mining sites, Showgrounds, Conventions and special events etc., PLAIN PALLETS must be used. Any CHEP/LOSCAM pallet transfers onto Followmont Transport under these circumstances will be rejected.

4. Pallet Time Frame

All CHEP/LOSCAM pallet transfers onto Followmont Transport pallet accounts must be received within 90 days from the movement date.

Any pallet transfers that are received outside of these dates will require Followmont Transport's approval. If accepted, transfers will be processed as at query date (not backdated).

ALL Transfers older than 180 days WILL NOT be accepted.

5. Corrections/Rejections

Pallet transfer dockets must accompany the pick-up consignment. Pallet transfers processed onto Followmont Transport pallet accounts without accompanying paperwork may be subject to rejection.

Rejected transfers will only be considered for reinstatement upon receipt of signed supporting documentation (signed transfer docket and Followmont Transport consignment note).

All enquires for corrections/rejections must be submitted to Followmont Pallet Control within (90) days of the movement date for consideration. Supporting documentation (signed transfer docket and Followmont Transport consignment note) must accompany the request.

Followmont Transport reserves the right to correct or reject any submitted transfers based on the Followmont Transport consignment note and what was physically received & in accordance with the Followmont Pallet Policy conditions.

Customer Initials: _____

If a receiving party rejects a transfer, or the pallets are deemed unrecoverable, Followmont Transport reserves the right to transfer the pallets back onto the sending account or charge for the pallets as per the clause under the GENERAL terms and conditions.

6. Pallet Banks

Followmont Transport does not provide Loan Pallets or Pallet Banks.

7. Pallet IOU's

Followmont Drivers only carry a limited supply of empty CHEP/Loscam pallets on their vehicles. The return of pallets owed from pickups must be arranged through Followmont Transport Pallet Control and not through the Followmont Drivers.

Alternatively, you can transfer the owed pallets onto our account: CHEP 1610410961 Loscam 411155

Pallets owed to Followmont Transport from deliveries must be returned within 7 days. Failure to return pallets or pallets returned damaged or deemed un-usable, will incur a fee of \$50.00 plus GST per pallet.

Customer to contact Followmont Transport Pallet Control to advise when owed pallets are ready for collection. Alternatively, you may wish to provide us with your pallet account for the transfer of the pallets.

I/We ('the Trading Partners/Customers') agree to be bound by the Conditions set out above.

Signed:	Date:	Name:	Position:
Signed:	Date:	Name:	Position:
Signed:	Date:	Name:	Position:

Pallet Control: Phone (07) 36084947 or (07) 36084647
E-mail: pallets@followmont.com.au