



BSA Lic# 1198242

COASTAL

Wastewater Specialists

ABN: 69 164 584 369

APPLICATION FOR COMMERCIAL CREDIT

To complete this Application:

1. This application for commercial credit and the attached documents are critical documents. **DO NOT** complete this application if you have any queries about what you are signing, in particular the Guarantee and Indemnity. Coastal Wastewater Specialists suggests you seek independent commercial, financial and/or legal advice.
2. Please read the attached Coastal Wastewater Specialists *Conditions of Sale, Financing Statement Commercial & Privacy Policy* which apply to the sale of all products and the provision of all services by Coastal Wastewater Specialists (retain these documents for your records). **These conditions are accepted in full by the customer on order confirmation.**
3. Forms of quotations, estimates, invoices, statements and delivery dockets will have endorsed on them from time to time terms and conditions on such documents which are to be the terms and conditions applicable to each sale or provision of service by Coastal Wastewater Specialists and in the event of any inconsistency between the attached *Conditions of Sale* and the terms and conditions on any such document, the terms and conditions on the document will prevail to the fullest extent permissible by law.
4. **Complete all details of this Application** – if you have any queries with regard to the information requested please contact Coastal Wastewater Specialists on 07 4128 8019 or via email admin@cwws.com.au.
5. In addition to **full signatories** where stipulated, please **initial each page** (bottom right hand corner) of the application.
6. If the Applicant is a Company, the Deed of Guarantee on the last page must be completed by all directors of the Company. Guarantors should not witness each other's signature and witnesses should be aged 18 years or older.
7. A photocopy of the driver's license of the Director/s (where a Company) or the Sole Trader/Partnership must be attached to the completed application.
8. When completed, take a copy of the Application for your records, and mail the original form to: Coastal Wastewater Specialists PO Box 2009 Hervey Bay Qld 4655. (faxed copies are not accepted)
9. Your application will be assessed and we will advise you of the result of your application.
10. The granting of your Application is in the absolute discretion of Coastal Wastewater Specialists and will not be of any effect unless confirmed in writing by Coastal Wastewater Specialists.

COASTAL SERVICES QLD PTY LTD ATF COASTAL SERVICES TRUST
T/A COASTAL WASTEWATER SPECIALISTS

PO Box 2009
HERVEY BAY QLD 4655

PH: 07 4128 8019 FAX: 07 4128 8171
EMAIL: info@cwws.com.au

APPLICATION FOR COMMERCIAL CREDIT

This application for Commercial Credit is made to the following company (of which is referred to in this application as “Coastal Wastewater Specialists” or “CWWS” or “the Company” and means and includes:

Coastal Services Qld Pty Ltd atf Coastal Services Trust t/a Coastal Wastewater Specialists
 ACN: 108 656 720 ABN: 69 164 584 369

APPLICANT’S DETAILS

Company Name			
Trading Name (if any)			
ACN	ABN	Date of this Application	
Legal Structure (✓) <input type="radio"/> Company (Pty Ltd) <input type="radio"/> Sole Trader <input type="radio"/> Partnership		<input type="radio"/> Trustee <input type="radio"/> Inc Body <input type="radio"/> Other (e.g. Govt)	
Type of Business			No of Staff Employed
If Company then: Directors Name: _____ Date of Birth: ____/____/____ Directors Name: _____ Date of Birth: ____/____/____ (Copy of License to be supplied)			
If Sole Trader/ Partnership: Dates of Birth: ____/____/____ (Copy of License to be supplied)			
Postal Address (accounts)			
Email Address (accounts):			
Business Address			
Ownership of Business Address (✓) <input type="radio"/> Rented <input type="radio"/> Owned If owned, Year Purchased: _____			
Registered Office			
Tel (Business)	Fax	Mobile	Email
Date Business Commenced:			
If business is less than two (2) years old, attach details of previous business background			
Bank Name	Bank Branch (BSB)	Account No	
Do you wish to make payments by electronic funds transfer: (✓)		<input type="radio"/> Yes	<input type="radio"/> No
Contact Person for Payments: Name:		Tel:	

ASSETS/LIABILITIES

Description of Asset	Value	Owing	Lender/Security
Estimated Monthly Purchases: \$	Will Purchase Orders be used? (✓)	<input type="radio"/> Yes	<input type="radio"/> No

TRADE REFERENCES (MINIMUM FOUR (4) REQUIRED): MAJOR SUPPLIERS ONLY

Name of Business (Referee)	Business Hours Contact Numbers (Fax Number Preferred)	Coastal Wastewater Specialists Use ONLY
	Tel Fax	
	Tel Fax	
	Tel Fax	
	Tel Fax	
	Tel Fax	

TERMS AND CONDITIONS OF APPLICATION OF COMMERCIAL CREDIT

The Applicant acknowledges as follows:

1. The Applicant hereby applies to establish a credit facility with Coastal Wastewater Specialists.
2. The Applicant has received a copy of Coastal Wastewater Specialists *Conditions of Sale, Financing Statement Commercial and Privacy Policy* and agrees to be bound by these terms and conditions of sale. These terms and Conditions of Sale may only be altered after written notice of any change is given.
3. The information provided in this application is confidential and is supplied for the purpose of establishing and maintaining a credit account with Coastal Wastewater Specialists.
4. In the case of an Applicant:
 - a. Which is a company, all directors of the Applicant, or
 - b. Which is a partnership, all partners comprising the partnership:
 Agree that the terms of clauses 5, 6, 7, 8, & 9 apply to each director and partner (as the case may be) of the Applicant.

PRIVACY ACT

5. The Applicant acknowledges that Coastal Wastewater Specialists by this clause informs the Applicant that under the Privacy Act ("the Act") Coastal Wastewater Specialists is allowed to give a credit reporting agency personal information about this credit application. The information which may be given to an agency is covered in the Act and includes:
 - Identity particulars as permitted by the Privacy Commissioners determination
 - The fact that the Applicant has applied for credit and the amount of credit applied for:
 - The fact that Coastal Wastewater Specialists is a current credit provider to the Applicant:
 - Details of payments which become more than 60 days overdue, and for which collection has commenced:
 - Advice that payments are no longer overdue:
 - In specified circumstances, advice that, in the opinion of Coastal Wastewater Specialists, the Applicant has committed a serious credit infringement:
 - Advice that credit provided to the Applicant by Coastal Wastewater Specialists has been paid or otherwise discharged.
6. The Applicant acknowledges and agrees that if Coastal Wastewater Specialists considers it relevant in assessing its application for commercial credit, Coastal Wastewater Specialists may obtain from a credit reporting agency, a credit report containing personal credit information about the Applicant in relation to commercial credit provided by Coastal Wastewater Specialists.
7. The Applicant acknowledges and agrees that Coastal Wastewater Specialists at any time may receive from a credit reporting agency a credit report containing personal information about the Applicant in relation to overdue payments.
8. The Applicant agrees that Coastal Wastewater Specialists may give information about the Applicant's credit arrangements to and seek information about the Applicant's credit arrangements from any credit provider named in the credit application, any credit provider named in a credit report issued by a credit reporting agency and any existing or previous supplier of goods to the Applicant or any related entity of the Applicant (as defined in the Corporations Act). The Applicant understands that this information can include details concerning the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act.

REFERENCES

9. The Applicant authorizes the bank and trade references/referees listed in the credit application to release information to assist Coastal Wastewater Specialists in considering this application.

CANCELLATION OF THE CREDIT ACCOUNT

10. The Applicant acknowledges that Coastal Wastewater Specialists in its absolute discretion may at any time and without liability whatsoever to the Applicant or any party claiming through the Applicant, vary cancel or withdraw without notice all credit trading facilities given to the Applicant.

DECLARATION OF SOLVENCY & DUTY OF DISCLOSURE

11. The Applicant declares that as at the date of this credit application the Applicant is solvent and able to pay its accounts according to normal trading terms. The Applicant must notify the Company in writing within seven (7) days of any change or proposed change in – the Applicant's corporate structure, trading name; any proprietor, director or partner of the Applicant's business; any beneficial ownership of the Applicant, the Applicant's location and contact details.
12. The Applicant declares
 - That it is not aware of any information notice or court proceedings that may lead to bankruptcy, appointment of an administrator or managing controller, receiver manager or liquidator
 - That the Applicant has not entered into and does not intend to enter into any schedule of arrangements with any creditors either formally or through a court or otherwise

- That none of the Applicant, directors, partners or proprietors has been a director of a company placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended).

CHARGING INTEREST IN REAL ESTATE AND PERSONAL PROPERTY

13. In consideration of Coastal Wastewater Specialists considering the Applicant's application for credit and to secure Coastal Wastewater Specialists, the Applicant agrees to charge the estate and interest the Applicant has now or may later acquire either solely or jointly or a tenant in common in any real estate or any other asset or trust asset and the Applicant acknowledges Coastal Wastewater Specialists' right pursuant to the security hereby given to lodge a caveat on any real estate in which the Applicant has such an interest and the Applicant agrees to execute a mortgage in favour of Coastal Wastewater Specialists upon request by Coastal Wastewater Specialists and do or cause to be done all such things as are necessary to give effect to the security hereby given.
14. Further in consideration of Coastal Wastewater Specialists considering the Applicants application for credit and to secure Coastal Wastewater Specialists, the Applicant agrees to charge the personal property items as defined by the Personal Properties and Securities Act 2009 (cth) that the Applicant has now or may later acquire either solely or jointly or a tenant in common, particularly in that property which is to be supplied under the supply agreement of Coastal Wastewater Specialists, to Coastal Wastewater Specialists. The Applicant agrees to grant to Coastal Wastewater Specialists security interest in favour of Coastal Wastewater Specialists upon request by Coastal Wastewater Specialists and do or cause to be done all such things as are necessary to give effect to the security hereby given. Where the security interest is granted over the personal property in the goods supplied under the supply agreement the parties acknowledge that the interest shall be deemed to be a Purchase Money Security Interest (PMSI).

PAYMENT TERMS

15. Payment terms are strictly as advised to the Applicant at the time the credit account is opened. The payment terms are 30 days from invoice date irrespective of the day upon which the invoice and/or statement in respect of such purchase is received by the customer. If payment is not received, Cash Sales terms may be applied without notice.

INTEREST

16. Coastal Wastewater Specialists may charge the Customer interest on amounts not paid within the specified credit period at the rate of five (5) percent per annum above the current base lending rate of Coastal Wastewater Specialists calculated monthly on the amounts outstanding from the date on which they were due and payable, until Coastal Wastewater Specialists receives full payment of the outstanding amounts. Account keeping fee of \$10.00 per month shall apply until the outstanding balance is paid. The applicant shall pay any expenses, costs or other disbursements incurred by the Credit Provider in recovering outstanding monies. The Applicant agrees that entries in the records of the Credit Provider stating that the Applicant has requested the supply of certain goods and/or services and that the Credit Provider has delivered the said goods and/or services to the Applicant shall be prima facie evidence of such request and delivery.

CLOSING OF CREDIT ACCOUNT

17. Coastal Wastewater Specialists may close credit accounts without notice if not used for a period of 12 months or more.

WARRANTY OF TRUST

18. The Applicant warrants that the information contained in this Application is true and correct.

The Applicant, and if a company each of the directors listed below, and if a partnership each of the partners listed below, acknowledges the terms of this application and agrees that the Applicant and each of the directors/partners (as applicable) is bound by the above terms.

The Applicant warrants to Coastal Wastewater Specialists that where the Applicant is a Company, the person signing is duly authorized by the Board of Directors of the Applicant to sign the Credit Application on behalf of the Applicant and to bind the credit of the Applicant.

DETAILS & SIGNATURES OF ALL (✓) Directors Partners Proprietors (if more than 2 photocopy this page and attach to credit application)

Print Name of Principal/Director/Partner (1)	Print Name of Witness (1)
Signature of Principal/Director/Partner	Signature of Witness
Date: ___/___/_____	Date: ___/___/_____
Address of Principal/Director/Partner	Address of Witness
Print Name of Principal/Director/Partner (2)	Print Name of Witness (2)
Signature of Principal/Director/Partner	Signature of Witness
Date: ___/___/_____	Date: ___/___/_____
Address of Principal/Director/Partner	Address of Witness

DEED OF GUARANTEE AND INDEMNITY

To: Coastal Services Q Pty Ltd atf Coastal Services Trust ACN 108 656 720 ABN 69 164 584 369 and its related bodies corporate (as defined in the Corporations Act 2001) together with their successors or assigns of 12 York St Southport Q 4214 (PO Box 2009 Hervey Bay Qld 4655) (each of which is referred to in this guarantee as "Coastal Wastewater Specialists").

We,

1)	("name")
of	("address")
and 2)	("name")
of	("address")
and 3)	("name")
of	("address")
and 4)	("name")
of	("address")

(the "Guarantors")

In consideration of Coastal Wastewater Specialists at our request approving the annexed application for credit on behalf of the Applicant and agreeing to supply the Applicant from time to time with goods and/or services on credit, we, the Guarantors, HEREBY JOINTLY AND SEVERALLY agree:

1. We hereby guarantee to Coastal Wastewater Specialists the due and punctual payment of any or all accounts and indebtedness now due or to become due by the Applicant to Coastal Wastewater Specialists whatsoever and howsoever arising notwithstanding that we, the Guarantors, may not have notice of any neglect or omission on the part of the Applicant to pay for such goods and/or services according to the terms agreed upon between Coastal Wastewater Specialists and the Applicant including all costs, charges, expenses whatsoever which Coastal Wastewater Specialists may incur by reason of any default on the part of the Applicant.
2. Coastal Wastewater Specialists shall have the fullest liberty without affecting this Guarantee either enforce or forebear the enforcement of the obligations imposed on the Applicant. We, the Guarantors will not be released by any exercise of Coastal Wastewater Specialists of any liberty or discretion under the credit arrangement or by any extension of time or other indulgence given to the Applicant or by any other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us the Guarantors.
3. This guarantee shall be a continuing guarantee to Coastal Wastewater Specialists in respect of goods sold and/or services supplied by Coastal Wastewater Specialists and shall be unlimited in amount, shall extend to any amount payable by the Applicant by way of damages or otherwise and shall extend to any payment initially paid by the Applicant but which Coastal Wastewater Specialists subsequently disgorges to a liquidator of the Applicant as a preference.
4. This Guarantee shall ensure to the benefit of Coastal Wastewater Specialists, its successors and assigns and shall not be determined by the death of any of the Guarantors and shall be binding upon the Guarantors and the legal personal representatives, successors and assigns of the Guarantors.
5. Until Coastal Wastewater Specialists receives all moneys payable by the Applicant and the Applicant has carried out all of its obligations to Coastal Wastewater Specialists, the Guarantors, in the event of the Applicant being wound up or if an administrator is appointed and a deed of company arrangement if approved by creditors, will not be entitled to prove or claim in liquidation of the Applicant or deed of company arrangement in competition with Coastal Wastewater Specialists so as to diminish any payment which but for such proof Coastal Wastewater Specialists would be entitled to receive out of such liquidation or deed. The receipt of any payment which Coastal Wastewater Specialists may receive from such liquidation or deed shall not prejudice Coastal Wastewater Specialists's rights to receive from the Guarantors the full amount payable under this Guarantee.
6. No demand or notice needs to be made or delivered to the Guarantors prior to the commencement of any action against them to enforce the terms of this Guarantee.
7. The liability of the Guarantors shall not be abrogated prejudiced or affected by:-
 - a. Any change of the constitution of the Applicant;
 - b. Coastal Wastewater Specialists obtaining a judgment against the Applicant;
 - c. The liability of the Applicant ceasing for any cause;
 - d. Any security held or taken by Coastal Wastewater Specialists to secure the Applicant's or the Guarantor's obligations being void defective or informal;
 - e. The acceptance of Coastal Wastewater Specialists of a repudiation of the credit agreement by the Applicant;
 - f. Coastal Wastewater Specialists making any variation or alteration to the terms of the credit arrangement.
8. If Coastal Wastewater Specialists releases any Guarantor from his/her obligations under this Guarantee or if this Guarantee otherwise ceases to bind for any reason any Guarantor as a continuing security, this Guarantee shall continue to bind every other Guarantor not so discharged from his obligations under this Guarantee.
9. To better secure Coastal Wastewater Specialists's rights under this Guarantee, the Guarantors agree to charge the interest that they have now or later acquire either solely or jointly or as tenants in common in any real estate or personal property as defined under the *Personal Properties Security act 2009* (Cth). The Guarantors acknowledge Coastal Wastewater Specialists's right pursuant to the security hereby given to lodge a

caveat on any real estate in which they have such an interest and the Guarantors agree to execute a mortgage in favour of Coastal Wastewater Specialists upon request by Coastal Wastewater Specialists and do or cause to be done all such things as are necessary to give effect to the security hereby given. The Guarantors further acknowledge that Coastal Wastewater shall be entitled to lodge and register an interest in the personal property of the Guarantor at any time after entering into this Deed of Guarantee to secure Coastal Wastewater Specialists interest in that property until such time that the Applicant or the Guarantors obligation under this application and guarantee has been finalised. The Guarantors agree to do or cause to be done all such things as are necessary to give effect to the security hereby given.

10. The Guarantors acknowledge and agree that Coastal Wastewater Specialists may:
 - a. Seek from a credit reporting agency a credit report containing personal information about each of the Guarantors in order to assess whether to accept them as guarantors for credit applied for, or provided to, the Applicant, and
 - b. Give information about the credit arrangements of the Applicant or the Guarantors and seek information about the credit arrangements of the Applicant or the Guarantors from any credit provider named in any credit report issued by a credit reporting agency or any existing or previous provider of credit to the Guarantors or any company in which the Guarantor(s) is or was an officer. This information may include any information about the credit worthiness, credit standing, credit history or credit capacity of the Applicant or the Guarantors of the nature that credit providers are allowed to give or receive from each other under the Privacy Act.
11. A statement by Coastal Wastewater Specialists or signed by any person duly authorized from time to time by Coastal Wastewater Specialists shall be conclusive evidence that the amount stated herein is owing by the Applicant to Coastal Wastewater Specialists.
12. As a separate and independent agreement and for the consideration aforesaid the Guarantors agree with Coastal Wastewater Specialists that in the event the whole or any part of any debt of the Applicant shall not be recoverable from the Applicant by reason of any legal limitation, disability or incapacity on or of the Applicant or by any reason of any other fact or circumstance whatsoever and whether known to Coastal Wastewater Specialists or not, the Guarantors shall nevertheless hold Coastal Wastewater Specialists fully indemnified at all times against any loss or damage which Coastal Wastewater Specialists may suffer or incur by reason of the operation of such limitation, disability, incapacity, fact or circumstance.
13. In this Guarantee the singular shall include the plural and vice versa and a reference to a gender shall include all genders.
14. This Guarantee shall be read and construed with the laws of the State of Queensland and Coastal Wastewater Specialists and the Guarantors agree to submit to the jurisdiction of the courts and tribunals of that State.
15. In the event that any provision of this Guarantee or its application to any person or circumstance is or is found to be invalid for unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions in this Guarantee or the application of such provisions to any persons or circumstances and the said other provisions shall remain in full force and effect.

EXECUTED AS A DEED

DATED this _____ day of _____ 20_____

SIGNED SEALED AND DELIVERED By 1)	SIGNED SEALED AND DELIVERED By 2)
Signature of Guarantor	Signature of Guarantor
PRINT Name of Person Signing	PRINT Name of Person Signing
In the presence of	In the presence of
Signature of Witness	Signature of Witness
PRINT Name of Witness	PRINT Name of Witness
Address of Witness	Address of Witness
SIGNED SEALED AND DELIVERED By 3)	SIGNED SEALED AND DELIVERED By 4)
Signature of Guarantor	Signature of Guarantor
PRINT Name of Person Signing	PRINT Name of Person Signing
In the presence of	In the presence of
Signature of Witness	Signature of Witness
PRINT Name of Witness	PRINT Name of Witness
Address of Witness	Address of Witness

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