

PLEASE PRINT IN BLOCK LETTERS

Please complete the following to assist Rovereach Pty Ltd t/a Computercraft in evaluating your credit application. Please ensure you initial the bottom left corner of each page, and **return all seven (7) pages** of the application form, along with a copy of your *Business Name Registration Certificate*.

Complete all fields on all pages

**APPLICATION TYPE:**

New Account:  Account Reactivation:  Credit Term Application:  ABN/Ownership Change:   
 Existing/Previous Customer Code: \_\_\_\_\_

<b>COMPANY DETAILS:</b> ABN: _____		ACN / Bus Reg#: _____	GID #: _____
Entity Name: _____			
Trading Name: _____			
Street Address: _____			
Suburb: _____	State: _____	Postcode: _____	
Postal Address: ( <input type="checkbox"/> As Above ) _____			
Suburb: _____	State: _____	Postcode: _____	
<b>Landline Phone</b> (required): _____	Mobile: _____	Fax: _____	
Registered Email Address (One only): _____			
Website Address: _____			

**FURTHER COMPANY DETAILS:**

Legal Structure: Public:  Pty Ltd:  Trust:  Partnership:  Sole Trader

Building Type: Shop  Office  Home  Warehouse  Other

Building Size: \_\_\_\_\_ m<sup>2</sup> No. of Years at this Location: \_\_\_\_\_ Months \_\_\_\_\_ Years

Turnover last Financial year: \$ \_\_\_\_\_ Estimated Turnover this Financial year: \$ \_\_\_\_\_

Anticipated Credit Limit: \$ \_\_\_\_\_ **OR**  Cash Before Delivery Account Only

Anticipated Credit Terms:  COD  7 Days  14 Days  30 Days  7 EOM  14 EOM  30 EOM

**Banker's Name & Address:** \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Landline Phone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Accountant's Name & Address:** \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Landline Phone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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**CONTACT NAMES:**

Director(s) Details:

**Note:** DOB / DL required for Sole Traders / Partnerships requesting credit terms

Name	Residential Address	Phone	D.O.B.	Driver's Licence #

**Total No. of Employees:**

Other Contacts:	Name	Email	Phone
Manager			
Sales Manager			
Purchasing Officer			
Accounts Payable			
3 <sup>rd</sup> Party Invoice Clerk			

DELIVERY / OPERATING HOURS:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Opening Hour:					
Closing Hour:					

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**TRADE REFERENCES** (Required for COD/Credit Term Account Applications)

**First Trade Reference:**

Name of Company \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number Email \_\_\_\_\_  
Address Person to \_\_\_\_\_  
Contact \_\_\_\_\_  
Trading History With Credit Reference \_\_\_\_\_  
Credit Limit Provided \$ \_\_\_\_\_  
Credit Terms \_\_\_\_\_  
Usual Trade Volume/Month \$ \_\_\_\_\_

**Second Trade Reference:**

Name of Company \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Person to Contact \_\_\_\_\_  
Trading History With Credit Reference \_\_\_\_\_  
Credit Limit Provided \$ \_\_\_\_\_  
Credit Terms \_\_\_\_\_  
Usual Trade Volume/Month \$ \_\_\_\_\_

**Third Trade Reference:**

Name of Company \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number Email \_\_\_\_\_  
Address Person to \_\_\_\_\_  
Contact \_\_\_\_\_  
Trading History With Credit Reference \_\_\_\_\_  
Credit Limit Provided \$ \_\_\_\_\_  
Credit Terms \_\_\_\_\_  
Usual Trade Volume/Month \$ \_\_\_\_\_

## TERMS AND CONDITIONS ROVEREACH PTY LTD T/A COMPUTERCRAFT - A.B.N. 66 099 638 696

1. All prices in the price list are subject to change without notice and without recourse to Computercraft. All prices are quoted in Australian Dollars and are based on ex-shop availability from Redcliffe, Queensland.
2. Delivery dates and times quoted for delivery of goods, or the provision of services, are estimates only and Computercraft shall not be liable for any loss or damages howsoever arising as a result or consequence of any failure to deliver or delay in delivery of any goods or services arising from any circumstances. The Customer shall not be relieved of any obligation to accept or pay for goods or services by reason of any delay in delivery, dispatch or performance. Computercraft reserves the right to deliver by way of partial shipments and each partial shipment shall be deemed to be sold under a separate sales contract. No cancellation of sales contract is allowed if goods or services have been delivered by the courier.
3. Computercraft reserves the right to cancel sales orders without prior notice:
  - (a) If the Customer does not collect goods from the premises of Computercraft within seven (7) days of placing their order.
  - (b) When the delivery / dispatch of orders is delayed for more than seven (7) days due to payment not being received.
4. Except being expressed otherwise delivery charges are at the expense of the Customer. Customers are requested to arrange their own transportation for the picking up of orders. In the event that Computercraft has to organize transportation and delivery, a freight charge will apply. Any transit insurance is the responsibility of the Customer. Computercraft will not be responsible for any damages or loss whatsoever during transit once goods are dispatched from Computercraft premises.
5. Risk for all products shall pass from Computercraft to the Customer when the products are delivered.
6. An official order, in writing on company letterhead, or equivalent, must be issued to Computercraft before any delivery can be effected. Orders must clearly state - Order Number, Name and Signature of Purchasing Officer, Product code(s), Configuration(s) Required, Unit Pricing and Total Order Value, Delivery Address, Delivery Date/Schedule required, Invoice Address, Special Requirements/Conditions etc.
7. Verbal orders over the telephone can be accepted if the following conditions are met:
  - (a) The purchase is confirmed upon delivery of goods and services
  - (b) Any dispute on pricing, condition of goods, etc. must be addressed within 24 hours of receiving the goods and/or services; otherwise, the invoice of the transaction will serve as a contractual sale and purchase agreement between Computercraft and the Customer.
8. All goods sold, services provided and fees charged by Computercraft will be charged GST at the prevailing rate as currently set by the Australian Taxation Office (ATO), or relevant legislation, and must be paid by the Customer in addition to the price of the products, services and fees.
9. Payment terms are normally cash with order, or cleared funds before delivery unless the Customer has a credit account with Computercraft in place prior to dispatching. Computercraft will issue an official receipt as a proof of payment to Customers who pay by cash. A receipt will only be issued for cheque payments upon request.
10. The Customer requests that Computercraft supply goods and/or services for which the Customer undertakes to pay Computercraft the agreed price(s) within the terms agreed, or if no such terms have been agreed, by cleared funds before delivery. Upon the Customer completing the Credit Application Form and Computercraft approving a COD or credit account, Computercraft will accept a company cheque at the time of delivery. A credit account may be granted to Customers at the sole discretion of Computercraft. Details of the credit account will be notified separately. Customers who have credit account should always maintain their account with Computercraft within the credit limit and payment terms provided. Payment is required immediately if the account exceeds the credit limit and/or is outside the payment terms. Computercraft reserves the right to cancel credit **accounts** without prior notice. All overdue amounts are subject to a penalty interest rate of 3% per annum above the prevailing prime lending rate, calculated on an overdue balance on a daily basis.
11. In the event of the Customer failing to pay any outstanding account owing by the Customer to Computercraft or the Customer entered into any scheme of arrangement with their creditors or is going into receivership or liquidation, Computercraft shall:
  - (a) Be entitled to a general lien on all property or goods belonging to the Customer in Computercraft's possession for any outstanding amount owing by the Customer to Computercraft.
  - (b) Has the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.
  - (c) Reserves the right to cancel the credit account without prior notice and all balances owing will become due and payable immediately.
12. In the event of any default in payment to Computercraft for more than 60 days by the Customer or where a demand has been made against a guarantor of the Customer's account, Computercraft may in its absolute discretion record the default with Computercraft's credit information provider.
13. In the event of any default in payment to Computercraft, the Customer shall pay to Computercraft costs of and incidentals to the recovery of such sums as may be due, including all mercantile and like fees and legal fees and charges on a solicitor, filing fees, stamp duty, taxes or any other fees payable, or incurred in relation to such recovery process.
14. There will be a \$15.00 (excluding GST) charge for all returned cheques. At the sole discretion of Computercraft, credit or COD accounts of Customers, who have a bounced cheque record, may be cancelled without prior notice, with any future orders placed by the Customer being paid on CBD (cash or clear fund before delivery) terms.
15. Computercraft may in its absolute discretion apply to offset or reduce the account of a Customer, for the amount/s (excluding GST) which Computercraft may owe to the Customer for goods which the Customer has supplied to Computercraft. The Customer agrees and warrants that where Computercraft makes the offset or reduction of an account, that it is made in the ordinary course of business and is not a preference payment. The Customer and the guarantor (where applicable) agree to indemnify Computercraft from all claims made subsequently by a liquidator or external administrator under the Corporations Act 2001.

16. Until Computercraft has been paid in full for all goods supplied to the Customer under any contract whatsoever between the Customer and Computercraft:
- (a) The goods shall remain as property of Computercraft.
  - (b) Should the goods or part thereof be affixed or added to any other items, such attachment shall be effected by the Customer solely as an agent for Computercraft and Computercraft shall have full legal and beneficial title to the whole of the new product hereby created.
  - (c) The Customer shall store the goods and any new products as referred to in (b) separately and in such a way that they can be readily identified as being the property of Computercraft. Subject to (e) and (f), the Customer shall be at liberty to sell the goods and the new products in the ordinary course of the business on the basis that the Customer shall be under a fiduciary duty to Computercraft and to account to Computercraft for the proceeds of such sale but may deduct from such proceeds any excess of such proceeds of the total amount due by the Customer to Computercraft under any contract whatsoever, provided that the Customer shall have no authority to enter into any contract of sale on behalf of Computercraft. Any contract or sale shall be accordingly concluded in the name of the Customer.
  - (e) Computercraft may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in default in payment of any sum whatsoever due to Computercraft in respect of any goods or services supplied to the Customer by Computercraft or any other sums whatsoever or if any bill of exchange, cheque or any other negotiable instrument drawn or accepted by the Customer in favour of Computercraft is dishonoured on presentation for payment or if Computercraft has bona fide doubts as to the solvency of the Customer.
  - (d) The Customer's power of sale shall automatically cease in the event of the appointment of a Receiver, Receiver and Manager, Administrator or Controller over any, or all of the assets or undertaking of the Customer or upon the commencement of a winding up application, the appointment of a Liquidator or if the Customer calls a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
  - (e) Upon termination of the Customer's power of sale under (e) or (f), the Customer shall place the goods and the new product referred to in (b) at the disposal of Computercraft which shall be entitled to enter upon any premises of the Customer for the purpose of repossessing such goods and new products from the premises.
  - (f) Terms thereafter will be on a strictly cash basis only. Sales will be made subject to Computercraft's standard Conditions of Sales. In consideration of Computercraft granting the Customer credit facilities it is irrevocably agreed as follows:
    - i. All goods obtained from Computercraft shall be at the Customer's risk immediately upon delivery from the agreed delivery point.
    - ii. Notwithstanding that the risk in any such goods had passed to the Customer, title and property in all goods shall remain with Computercraft until such times as full payment is made to Computercraft for all amounts owing by us in such a way so that the Customer's total indebtedness to Computercraft under their terms and conditions of sales is discharged.
    - iii. It is acknowledged that points i. and ii. have been specifically drawn to the Customer's attention, that the Customer has read and fully understands the terms and accepts them without reservation.
17. **Security interest**
- (a) The Customer and Computercraft hereby acknowledge that the *Personal Property Securities Act 2009* ("PPS Act") applies to all transactions pursuant to the Terms and Conditions of Sale or otherwise.
  - (b) The Customer will grant a security interest in all present and after acquired goods as security for all monies now and in the future owing by the Customer.
  - (c) The Customer will do all such things and sign all such documents as are necessary and reasonably required to enable Computercraft to acquire a perfected security interest in all goods supplied.
  - (d) The Customer agrees to Computercraft affecting a registration on the Personal Properties Security Register in relation to any security interest contemplated by this Agreement and the Customer agrees to provide all assistance reasonably required to facilitate this;
  - (e) The Customer indemnifies Computercraft for any liability of any costs of registration, maintenance, enforcement or discharge of security interest and such other costs and expenses as Computercraft may incur;
  - (f) The Customer will not, without notice, change their name or initiate any change to any registered documentation, or act in any manner which would impact on the registered security interest of Computercraft;
  - (g) The Customer agrees to waive or exclude such sections of the PPS Act as Computercraft may require, subject to those sections being capable of exclusion.
18. Failure by Computercraft to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or of any rights Computercraft may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.
19. All products supplied by Computercraft are covered, as standard, by the respective manufacturer's warranty on a Return to Base (RTB) basis, which means the defective product, is required to be returned to Computercraft at the Customer's own cost.
20. Any return of a defective product to Computercraft must be first authorized in accordance with the following process:
- (a) The Customer must obtain a Return Authorization Number (RA Number) from Computercraft prior to shipping the defective products to Computercraft.
  - (b) The Customer shall then be authorized to return the defective products, noting the RA Number and proof of purchase, to Computercraft.
21. Computercraft will not accept any return or claim under the manufacturer's warranty of a defective product if it does not comply with the above procedures. No defective product or claim under the warranty or return of any product will be credited to the Customer's account unless the Customer has complied with the directions as set out in clause 16.
22. Except when an approval has been obtained from or a separate agreement has been reached with Computercraft to waive the restocking fee, a restocking fee will apply to all goods returned for credit. The credit value of returned goods will be at the current selling price at the time of return less a 15% re-stocking fee calculated based on the original selling value of the returned goods.
23. Computercraft shall not be liable to the Customer or the Customer's servants, agents, or representatives of The Customer for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused (whether based on tort, contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributed to the performance of the sales contract and in no event shall any claim be recognized unless the claim is in writing and received by Computercraft within fourteen (14) days of the date of delivery. In any event, the liability of Computercraft under any sales contract is limited to the replacement of the goods or the supply of equivalent goods or the repair of the goods.

- 24. These terms and conditions are deemed to be incorporated into all quotations and sales contracts (express or implied) for the supply of goods and services to the Customer and supersede all terms and conditions previously issued by Computercraft. No sales contract for the supply of goods or provision of services shall exist between Computercraft and the Customer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by Computercraft. Any order placed by the Customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Customer's order. Each order placed by the Customer is subject to acceptance or rejection by Computercraft and is not binding on Computercraft prior to Computercraft's acceptance of it. Computercraft may refuse to proceed with any sales contract at any time if the Customer's credit is or becomes unsatisfactory to Computercraft.
- 25. Any contracts entered into between Computercraft and the Customer shall subject to jurisdiction of the courts of Queensland.
- 26. **Credit Search**
  - (a) The Customer agrees that Computercraft may give permission to seek from any credit providers and/or any credit reporting agencies whether or not named in the credit application about the Customer's credit arrangements.
  - (b) The Customer understands that the information Computercraft obtains from credit reporting agencies can include any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 2001. The Customer expressly authorizes Computercraft to obtain any information Computercraft requires which may be protected by the Privacy Act 2001.
  - (c) the Customer understands the information may be used for the following purposes:
    - i. To access an application by the Customer for credit
    - ii. To notify other credit providers of the Customer's credit history including a default by the Customer
    - iii. To exchange information with other credit providers as the status of this credit
    - iv. To access the Customer's credit worthiness from time to time
- 27. Computercraft reserves the right to change the terms and conditions without prior notice.

We hereby apply to be a customer of Rovereach Pty Ltd t/a Computercraft. The information provided in this application is accurate to the best of my knowledge. All Terms and Conditions contained herein are fully understood and agreed to.

Signed: _____	Date:        /        / 20
Print Name: _____	
Position: _____	

**DIRECTORS' GUARANTEE TO ROVEREACH PTY LTD T/A COMPUTERCRAFT (Only Required for COD/Credit Term applications)**

In consideration of Rovereach Pty Ltd ("the company") agreeing to supply the following Company/Firm "The Customer":

I/WE

"the name of Guarantor":

of

"the address of Guarantor":

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to the Company by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Company of any breach by the Customer of its obligations to the Company or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Company of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of the Company as security for his/her/their obligations to the Company all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Company the Guarantors specifically authorize the Company to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Queensland and that any proceedings to taken by the Company may be taken in the Courts of the State of Queensland AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

**Signed By The Directors/Principals:**

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_/\_\_/20\_\_

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_/\_\_/20\_\_

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_/\_\_/20\_\_

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_/\_\_/20\_\_

**In the Presence Of:**

Witness Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_/\_\_/20\_\_

**PLEASE RETURN TO:**

94 Sutton Street, Redcliffe, Qld, 4020  
Telephone: 07-3284-0599  
OR by email to: [accounts@computercraft.net.au](mailto:accounts@computercraft.net.au)

Initial Here: \_\_\_\_\_