

Global Gear Pty Ltd  
ABN 22091286610  
8/114 Canterbury Rd, Kilsyth, Vic

Tel: (03) 9761 5999  
Fax: (03) 8621 6971  
Email: [info@globalgear.com.au](mailto:info@globalgear.com.au)  
Email: [leon@globalgear.com.au](mailto:leon@globalgear.com.au)

## Application for Credit & Guarantee Form

**Note: Please forward applications either by:**

**Fax: (03) 8621 6971**

**Post: PO Box 130 Montrose Victoria 3137**

**Email: [leon@globalgear.com.au](mailto:leon@globalgear.com.au)**

### Customer Details:

**Company Name:** \_\_\_\_\_

**Trading Name:** \_\_\_\_\_

**A.B.N:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**P/Code** \_\_\_\_\_

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

**P/Code** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Accounts Contact Name:** \_\_\_\_\_

**Accounts Contact Number:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Store Managers Name:** \_\_\_\_\_

### Purchasing Officer (If Applicable)

**Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

Are you a part of a buying group? If so, which one: \_\_\_\_\_

Change of ownership, effective at: \_\_\_\_\_

**Bank Details**

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Hereinafter Called "The Customer" – (Refer to terms & conditions)

**Trade References**

**1: Name** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**2: Name** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**3: Name** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Credit Department to Complete – Office Only**

Data Received: \_\_\_\_\_

Reference 1: \_\_\_\_\_

Reference 2: \_\_\_\_\_

Reference 3: \_\_\_\_\_

**Bureau Report:**

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved: \_\_\_\_\_

**Credit Limit:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Rejected:**

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Credit Managers Signature:**

**Date:**

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**Customer Category:**

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**Director(s) / Proprietor(s) / Guarantor(s) / Manager(s) To Complete**

**Surname:** \_\_\_\_\_

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

**Residential Address:** \_\_\_\_\_

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**Postcode:** \_\_\_\_\_

**Date Of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Telephone:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Surname:** \_\_\_\_\_

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

**Residential Address:** \_\_\_\_\_

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**Postcode:** \_\_\_\_\_

**Date Of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Telephone:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Surname:** \_\_\_\_\_

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

**Residential Address:** \_\_\_\_\_

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**Postcode:** \_\_\_\_\_

**Date Of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Telephone:** ( \_\_\_\_\_ ) \_\_\_\_\_

## **Hereinafter Called “The Guarantors”**

### **1: Guarantee**

I/We the above named Guarantors hereby agree jointly and severally to be answerable and responsible to Global Gear Pty Ltd for the due payment by the Customer for all such goods and services as Global Gear Pty Ltd may from time to time supply to the customer. I/We acknowledge that this Agreement shall be a continuing Guarantee to Global Gear Pty Ltd for all debts whatsoever and whensoever contracted by the Customer with Global Gear Pty Ltd in respect of goods or services supplied or to be supplied to the Customer (including any administration fee under 3.2 below). It is hereby agreed and declared that, although as between the Guarantors and the Customer, the Guarantors may be a surety or sureties, yet as between the Guarantors and Global Gear Pty Ltd, the Guarantors and each of them if more than one shall be deemed to be a principal debtor and liable jointly and severally accordingly. The Guarantors shall not jointly or severally be released by an act, matter or thing the happening of which would release one liable only as a surety. This Guarantee shall bind each of the persons executing it notwithstanding that one or more of the persons named in this Guarantee as Guarantors may not execute or may not be bound by this Guarantee.

### **2: Retention of Title**

Global Gear Pty Ltd reserves the following rights to any and all goods supplied by it to the Customer until all accounts and/or monies owed by the Customer to it, (weather for goods or otherwise) are fully paid:

- 2.1 Legal ownership of goods.
- 2.2 To enter the Customers premises (or the premises of any associated Company or agent where the goods are located) without liability for trespass or any resulting damage and to retake possession of the goods; and
- 2.3 To keep or resell any goods repossessed pursuant of 2.2 above. If the goods are resold by the Customer, the Customer shall hold such parts of the proceeds of any such sale as represents the invoiced price of the goods sold in a separate identifiable account as the beneficial property of Global Gear Pty Ltd upon and shall pay such amount to Global Gear Pty Ltd upon request.. Notwithstanding the provisions above, Global Gear Pty Ltd shall be entitled to maintain an action against the Customer for the purchase price and the risk of the goods shall pass to the customer upon delivery.

### **3: Payment Terms**

- 3.1 Unless otherwise agreed in writing all accounts shall be payable within 30 days from date of invoice or as may otherwise be set out on any invoice or statement of account issued by Global Gear Pty Ltd. In the event that payment is not made as agreed, Global Gear Pty Ltd may at its option withhold future deliveries or cancel any outstanding orders without notice to the Customer and without prejudice to any other action or remedy which Global Gear Pty Ltd has or might otherwise have had, and all money owing and outstanding to Global Gear Pty Ltd on any account whatsoever and irrespective of weather the due date on any statement of account has occurred or passed shall become immediately due and payable (including any administration fee payable under 3.2 below).
- 3.2 The Customer acknowledges and agrees that, if the Customer does not pay the invoiced price of the goods in full within 30 days of the date of the first statement of account that relates to the relevant invoice (or such other date as Global Gear Pty Ltd may specify), or the Customer breaches any other trading term (including, but not limited to, any term in the Application for Credit and Guarantee Form), the Customer must, in addition to the invoiced price of goods, pay to Global Gear Pty Ltd an administration fee equal to 25% of the invoiced price of goods. The Administration fee will appear on each invoice.

**4. Withdrawal of Credit**

Global Gear Pty Ltd may withdraw credit from the Customer at anytime without prior notice.

**5. Change of ownership**

!We shall advise Global Gear Pty Ltd in writing of any changes in respect of ownership or address.

**6. Terms & Conditions**

I/We agree, pursuant to the Commonwealth Privacy Act 1988 that disclosures by a Credit Reporting Agency to Global Gear Pty Ltd, and use by Global Gear Pty Ltd of the relevant information referred to in the Act may occur for the purpose of assessing this application.

**7. Warranty**

I/We warrant the accuracy of the information set out in this Application for Credit and Guarantee Form.

**All Guarantors to Sign**

Full Name: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

