



BUILDING & LANDSCAPE SUPPLIES

BC Sands Pty Ltd
 ABN 83 002 589 308

Postal Address: PO Box 2027,
 Taren Point NSW 2229.

Phone: 8543 3400 **Acct Fax:** 8543 3411

Yard Address: 26 Atkinson Road,
 Taren Point NSW 2229.

Accounts Contact: Cheryl Bell
Accounts Fax: 8543 3411
Email: cbell@bcsands.com.au

30 Day Credit Account Application.

Trading/Registered Name	A.B.N. / A.C.N.
Company/Trustee/Business/Partnership/Sole Trader (delete whichever not applicable)	

Address of Registered Office:	
Main Contact:	Mobile:
Telephone:	Fax:
Email Address:	
BC Sands will email your invoices and monthly statements – please provide your preferred email address for this purpose:	
Email Address:	

Principle Business Activity.	No. of yrs in business	Estimated Monthly Spend

How did you hear about BC Sands?

Name and Addresses of Directors/Partners/Proprietor (delete whichever not applicable)

Title: Mr/Mrs/Miss/Ms	
First Name:	Surname:
Address:	
Telephone:	Mobile:
Drivers Licence: (Please include copy)	Date of Birth:
Email Address:	

Title: Mr/Mrs/Miss/Ms	
First Name:	Surname:
Address:	
Telephone:	Mobile:
Drivers License: (Please include copy)	Date of Birth:
Email Address:	

Office use only:

Customer Group Code:	Credit Limit: \$	Terms:	Date Approved:
PPSA Rego: Y / N (circle)	SP:	Customer Account Number:	
BCS % Share:	Rep:	Approved By:	



30 Day Credit Account Application.

COMPANY CONTACTS

PURCHASING OFFICER

Title: Mr/Mrs/Miss/Ms	
First Name:	Surname:
Mobile:	Date Of Birth:
Email Address:	

ACCOUNTS PAYABLE

Title: Mr/Mrs/Miss/Ms	
First Name:	Surname:
Telephone:	Fax:
Email Address:	

BUSINESS REFERENCES (MUST have all 3 references with Phone and Fax Details- failure to provide all details may delay approval of your application and result in this form being returned to you)

Trading Name	Phone	Fax
1.		
2.		
3.		

The person(s) who sign below represent and warrant to BC Sands that:

- (a) The party signing below is an authorised representative of the Buyer;
- (b) The above information is true and correct; and
- (c) That the information provided in this credit application is a complete and accurate representation of the Buyer's financial situation as of the date hereof.

Any misrepresentation or fraudulent information provided will be the basis for default under this agreement by signing this form you authorise BC Sands to contact the above referees to determine credit worthiness.

BC Sands reserves the right to perform credit checks on the above mentioned if felt necessary to help determine credit worthiness. As a reseller/agent of BC Sands, the Buyer is independently liable for all your own debits and accounts.

I have read and understand BC Sands Terms and Conditions (attached) which form part of and are intended to be read in conjunction with this Credit Application and agree to be bound by those terms and conditions.

Full Name:	Full Name:
Signature (director)	Signature (director)
Date:	Date:



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1.1 Directors Guarantee & Indemnity and Security Agreement

(a) As Director/s of the company (**Buyer**), I/We (jointly and severally) unconditionally guarantee to BC Sands Pty Ltd ABN 83 002 589 308 (**BC Sands**) the due and punctual payment of all moneys due and payable to BC Sands by the Buyer and the due and punctual observance and performance by the Buyer of all its other liabilities, obligations and agreements (whether monetary or non-monetary, present or future, actual or contingent) to BC Sands.

(b) If the Buyer defaults or fails in the due and punctual performance of any of its liabilities to, obligations to and agreements with BC Sands, I/We (jointly and severally) unconditionally and irrevocably indemnify and agree to keep indemnified BC Sands against all losses, damages, liabilities, costs and expenses (including legal expenses on a full indemnity basis) accruing to BC Sands, resulting or arising from any failure by the Buyer to perform or observe any of the obligations on the part of the Buyer to be performed or observed.

(c) This guarantee and indemnity is a principal and continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by BC Sands or by any means other than express waiver by BC Sands.

I/We acknowledge that any rescission or termination of the Buyer's account will not waive any of my/our obligations arising pursuant to this Guarantee and Indemnity.

1.2 Charging Clause

(a) As additional security for due and punctual payment of all moneys due and payable to BC Sands by the Company (**Debt**) on the terms and conditions set out in the Agreement which this Director's Guarantee & Indemnity accompanies, I/we hereby charge in favour of BC Sands any real and personal property in which I/We have an interest at any time, and I/we irrevocably authorise BC Sands to secure the Debt by the registration of a mortgage and/or caveat against any such real or personal property to which I/we have an interest in at any time.

(b) I/we agree to grant BC Sands a security interest as that term is defined in the *Personal Property Securities Act 2009 (PPSA)* in any property to which I/we have an interest at any time with priority over a registered general security and any unsecured creditors.

(d) I/We agree to be responsible for all costs incurred by BC Sands in registering the interest under the PPSA and all costs of enforcement. Furthermore, I/we also agree if needed to the unconditional ratification of any actions by me/us in relation to the protection of the security interest.

(e) I/We agree to waive to the maximum extent possible at law the following rights under the PPSA:

- (i) receipt of a verification statement pursuant to section 157; and a statement of account under section 132;
- (ii) to recover any proceeds under section 140;
- (iii) to receive notice from us to dispose of collateral under section 130, or to retain collateral under section 135 and to object to that notice under section 137;
- (iv) to redeem collateral under section 142;
- (v) to reinstate a security agreement under section 143;
- (vi) to not have goods damaged or to be reimbursed in respect of such damage if BC Sands takes possession of an accession of goods (section 92 and 93);
- (vii) to refuse permission to remove an accession until security is given by BC Sands for reimbursement as per section 94);
- (viii) to receive notice of removal of an accession under section 95);
- (ix) to apply to court for an order concerning removal of an accession; and
- (x) any other right in favour of you that can be lawfully contracted out of under the PPSA (including but not limited to the provisions listed in section 115)
- (xi) In addition I/we acknowledge that sections 96 and 125 do not apply to any security agreement created on the basis of these terms.



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- (f) I/We agree to immediately notify BC Sands of any change in my/our name, address, contact or personal details to enable BC Sands to register a financing change statement if required. In the absence of such notification, the address BC Sands holds in its records is deemed to be my/our relevant address.
- (g) I/We agree not to encourage or allow any other person to register a financing statement against my/our property without the express written consent of BC Sands and will notify BC Sands as soon as I/We are aware of any other person taking steps to register an interest in/against our property.
- (h) I/We agree to immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by BC Sands to secure the charge referred to in clause 1.2(a) above.
- (i) I/We acknowledge that I/We will pay all costs associated with securing the charge.

Signature (director)	Signature (director)
Name.	Name
D.O.B.	D.O.B
Address	Address
Date	Date

PAYMENT METHODS FOR 30 DAY CREDIT ACCOUNT

Preferred Method

We offer automatic deduction from your credit card on the last business day of each month. The amount deducted will be as shown on your statement for the previous month. **If you choose to pay by this method we will not charge any fees for Visa or Mastercard payments.** Please complete the authority below and provide your credit card details.

(Note: Completion of this section will expedite your application).

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	EXP:	<input type="text"/>	<input type="text"/>
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CCV NUMBER

I hereby authorize BC Sands Pty Ltd to charge my credit card (number as above) on the last day of each month with the amount due on my statement.

Signed: _____ (Card Holder)

Name: _____

OTHER PAYMENT METHODS:

BC Sands Pty Ltd also accepts the following methods of account payment:

Direct Deposit (see bank details below)	No charges incurred
Mastercard, Visa	No charges incurred unless over 30 days when a 1% fee will be charged
American Express, Diners	3% fee incurred (on all payments)
Cheque	
Cash	

N.B. Our bank details are - Bank Name: Commonwealth Bank of Australia
 Account Name: BC Sands Pty Ltd
 B.S.B: 062 136 Account No: 1020 6961

BC Sands Pty Ltd – General Terms & Conditions of Trade and Security Agreement (October 2012)

1. Definitions

- 1.1. **BC Sands** means BC Sands Pty Ltd ABN 83 002 589 308 and its successors and assigns.
- 1.2. **Buyer** shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.
- 1.3. **Goods** shall mean Goods supplied by BC Sands to the Buyer (and where the context so permits, shall include any supply of Services).
- 1.4. **Services** means all services supplied by BC Sands to the Buyer and includes any advice or recommendations (and where the context so permits, shall include any supply of Goods).
- 1.5. **Terms** means the terms and conditions contained in this document, as amended by BC Sands and notified to the Buyer from time to time.
- 1.6. **Price** means the cost of the Goods and/or Services as agreed between BC Sands and the Buyer subject to clause 4 of these Terms.

2. Acceptance

- 2.1. Any request from the Buyer to BC Sands to supply Goods constitutes the Buyer's acceptance of the Terms and Conditions contained in this document.
- 2.2. These General Terms and Conditions take precedence over any Terms and Conditions which may be contained in any document provided by the Buyer.
- 2.3. Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.
- 2.4. Upon acceptance of these Terms by the Buyer, the Terms are irrevocable and can only be rescinded in accordance with these Terms or with the written consent of the manager of BC Sands.

3. Goods

- 3.1. The Goods are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by BC Sands to the Buyer.

4. Price and Payment

- 4.1. At BC Sands sole discretion, the Price shall be either;
 - (a) as indicated on invoices provided by BC Sands to the Buyer in respect of Goods supplied; or
 - (b) BC Sands current Price, at the date of delivery of the Goods, according to BC Sands current Price list; or BC Sands quoted Price (subject to clause 4.2) which shall be binding upon BC Sands provided that the Buyer shall accept in writing BC Sands quotation within thirty (30) days.
 - (c) BC Sands may, by giving notice to the Buyer (verbally or otherwise) at any time before delivery, increase the Price of the Goods to reflect any variation from the plan of scheduled works or specifications beyond the reasonable control of BC Sands which increase the cost of the Goods/Services by more than 10% of the quoted Price.
- 4.2. A deposit may be required at the request of BC Sands prior to any supply.
- 4.3. Any variation from the plan of scheduled works or specifications will be charged for on the basis of BC Sands quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.4. Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other

order forms. If no time is stated then payment shall be due 30 days from the end of the month following the date of the invoice.

- 4.5. Payment will be made by cash on delivery, cheque, bank cheque, credit card (plus any charges that maybe applicable), direct credit, or by any other method as agreed to between the Buyer and BC Sands.
- 4.6. The Price shall be increased by credit card charges, GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by BC Sands.
- 4.7. In the event of dispute the undisputed portion of the account must be paid in accordance with these Terms.

5. Delivery of Goods / Services

- 5.1. Delivery of the Goods shall be made to the address specified by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at BC Sands address.
- 5.2. Delivery of the Goods to a third party or carrier nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of these Terms.
- 5.3. The failure of BC Sands to deliver shall not entitle either party to treat this contract as repudiated.
- 5.4. BC Sands shall not be liable for any loss or damage whatsoever due to failure by BC Sands to deliver the Goods (or any of them) promptly or at all.
- 5.5. BC Sands obligation to deliver shall be discharged on arrival of Goods at the Buyers nominated delivery destination or that of its nominated agent or carrier. If the Buyer is unable or unwilling to accept physical delivery of the Goods and the Goods are ready for delivery, BC Sands shall be entitled to charge a fee for any delay suffered or to arrange for storage of the Goods at the risk and cost of the Customer including all transportation, storage and other consequential cost.

6. Title

- 6.1. Title in the Goods shall not pass until:
 - (a) The Buyer has paid in full the Price and all amounts owing for the particular Goods such as associated costs, taxes and expenses, and
 - (b) The Buyer has met all other obligations due by it.
- 6.2. The Buyer must keep the Goods separate from other items until BC Sands has received payment and all other obligations of the Buyer are met.
- 6.3. It is further agreed that:
 - (a) If the Buyer fails to return the Goods to BC Sands, then BC Sands or BC Sands's agent may enter upon and into land and premises owned, occupied or used by the Buyer or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods without notice.
 - (b) The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of BC Sands.
 - (c) Until such time that title in the Goods passes to the Buyer, if the Goods are so converted, the parties agree that BC Sands will be the owner of the end products.

7. Risk

- 7.1. All risk in the Goods passes to the Buyer on delivery.

8. Buyer's Disclaimer

- 8.1. The Buyer hereby disclaims any right to rescind, or cancel this Agreement or to sue for damages or to claim



restitution arising out of any actual or claimed misrepresentation made to the Buyer by any servant or agent of BC Sands and the Buyer acknowledges that it buys the Goods relying solely upon its own skill and judgement.

9. Defects / Returns

- 9.1. The Buyer must inspect the Goods on delivery and must within seven (7) days of delivery notify BC Sands in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford BC Sands an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer fails to comply with these provisions, the Goods shall be conclusively presumed to have been supplied in accordance with the Agreement and free from any defect or damage.
- 9.2. Subject to Clause 9.1, for defective Goods which BC Sands has agreed in writing that the Buyer is entitled to reject, BC Sands liability is limited to either (at BC Sands discretion) replacing the Goods or repairing the Goods provided that:
 - (a) the Buyer has complied with the provisions of clause 9.1;
 - (b) the Goods are returned at the Buyer's cost within seven (7) days of the delivery date;
 - (c) BC Sands will not be liable for Goods which have not been appropriately stored or have been used in an improper manner; and
 - (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 9.3. BC Sands may (in its discretion) accept the Goods for credit but this may incur a handling fee of 15% of the value of the returned Goods plus any freight.

10. Default

- 10.1. Interest on overdue invoices shall accrue from the date when payment becomes due until the date of payment at a rate of 2.5% compounding per calendar month.
- 10.2. If any account remains unpaid at the end of the second month after supply of the Goods or Services an immediate amount of the greater of \$30.00 or 1.5% per month of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
- 10.3. Should it be considered necessary by BC Sands to incur legal and/or other expenses including any such expenses to any debt collection agency in obtaining or attempting to obtain payment for any amount due by the Buyer the Buyer shall be liable for such expenses. The Buyer 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.

11. PPSA Registration

- 11.1. The Buyer grants and BC Sands may register on the Personal Property Securities Register, a security interest in all and any sale of Goods under this agreement, including but not limited to intellectual property and all other present or after-acquired property.
- 11.2. The Buyer warrants that all purchases under this agreement are for commercial purposes only and,

accordingly, the provisions of the Consumer Credit Act will not apply.

- 11.3. The Buyer and BC Sands 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, BC Sands. The Buyer waives its right to receive a copy of any Financing Statement or any Financing Change Statement registered by BC Sands in respect of the security interest created by these terms and conditions.
- 11.4. The Buyer agrees to execute any documents, provide all relevant information and co-operate fully with BC Sands to ensure that BC Sands has a perfected security interest in the personal property charged and, if applicable, a Purchase Money Security Interest (PMSI).
- 11.5. The Buyer agrees to notify BC Sands of any change in the Buyer's structure or management including any sale or disposition of any part of the business of the Buyer, any change in directorships, shareholders or management or change in partnership or trusteeship **7 days prior** to any such change taking effect.
- 11.6. The Buyer agrees that, until all monies owing to BC Sands are paid in full, it shall not sell or grant any other Security Interest in the Collateral.
- 11.7. The Buyer agrees to reimburse BC Sands for all costs and/or expenses incurred or payable by BC Sands in relation to registering, maintaining or releasing any financing statement or any other document in respect of any security interest under this agreement.

12. Cancellation

- 12.1. BC Sands may cancel supply or delivery of Goods at any time before the Goods are delivered by giving written notice. BC Sands shall not be liable for any loss or damage whatever arising from such cancellation.

13. Limitation of Liability

- 13.1 The Buyer agrees that:
 - (a) any claim it makes against BC Sands is limited to the price paid for the Goods supplied;
 - (b) BC Sands shall not be liable for any loss or expense arising after seven (7) days from the delivery date after which there shall be deemed to be an unqualified acceptance; and
 - (c) to the fullest extent legally permissible BC Sands shall not be liable for any damages for personal injury, any damage to property and/or contingent, consequential, direct, indirect, special or punitive damages whether due to negligence or otherwise and the Buyer acknowledges this limit of liability.

- 14. These terms and conditions can be updated at the absolute discretion of BC Sands at any time and will be made available on the BC sands website. Any supply of goods or services by BC sands will be subject to the terms and conditions applicable at the time of supply.