

4 Web Marketing (also trading as www.sitepromoter.com.au)

**CREDIT APPLICATION AND
TERMS OF TRADING AGREEMENT
INCORPORATING PERSONAL GUARANTEES**

This agreement made the _____ day of _____ 200_____ .

BETWEEN '4 Web Marketing'

AND: _____ ('the Customer')

WHEREAS-

- (a) The Customer is desirous of establishing a credit trading account with 4 Web Marketing and pursuant to its desire to establish a credit trading account has submitted to 4 Web Marketing the information as set out in the First Schedule,
(b) The Customer and 4 Web Marketing agree that in the event of 4 Web Marketing granting to the Customer a credit trading account then that credit trading accounts will be on the terms and conditions *herein appearing on page 2*.

FIRST SCHEDULE

BUSINESS TRADING NAME _____

COMPANY NAME (IF INCORPORATED) _____ (A.C.N.) _____

POSTAL ADDRESS _____

TRADING ADDRESS _____

TELEPHONE _____ FACSIMILE _____

IS THE APPLICANT A TRUSTEE FOR ANY TRUST _____ (IF YES SEE NEXT QUESTION AND TERM 10 OVERLEAF).

PLEASE STATE FULL NAME OF TRUSTEE AND TRUST _____

PERSONAL DETAILS OF PARTNERS OR DIRECTORS

1. NAME _____ DATE OF BIRTH _____

ADDRESS _____ HOME PHONE NO _____

2. NAME _____ DATE OF BIRTH _____

ADDRESS _____ HOME PHONE NO _____

3. NAME _____ DATE OF BIRTH _____

ADDRESS _____ HOME PHONE NO _____

4. NAME _____ DATE OF BIRTH _____

ADDRESS _____ HOME PHONE NO _____

TRADE REFERENCES (Companies with whom the applicant is currently trading. Do not list financial institutions.)

BUSINESS NAME _____ CONTACT _____ PHONE _____

BUSINESS NAME _____ CONTACT _____ PHONE _____

BUSINESS NAME _____ CONTACT _____ PHONE _____

NAME OF BANK _____ BRANCH _____

NAME OF PERSON AUTHORISING PAYMENT OF ACCOUNTS _____

ANTICIPATED MONTHLY VOLUME OF TRADING (This is not a limit) _____

TERMS OF TRADING AGREEMENT;

- (1) For the purpose of this document the word 'SERVICES' shall mean all services and chattels, all charges for work and labour hire done, hire charges, fees, service charges, repairs, materials and insurance charges of whatsoever nature associated with the supply and manufacture, construction, or repair of the services supplied to the Customer and all the terms and conditions shall relate to any charge herein imposed by 4 Web Marketing to the Customer.
- (2) The Customer hereby warrants that the information comprised in the first schedule hereto is true accurate and correct and is supplied for the purpose of obtaining a credit trading account with 4 Web Marketing and the Customer further warrants that the signature appearing on this agreement are duly authorised by the Customer to apply for a credit trading account and to execute this agreement.
- (3) The parties agree that in the event of 4 Web Marketing prior to approving a credit trading account grant to the Customer time to pay for any services supplied then such supply shall not amount to a waiver by 4 Web Marketing of any of the terms of this Agreement nor be construed or be taken either directly or indirectly or by implication as a granting by 4 Web Marketing of a credit trading account to the Customer and no credit trading account shall be granted unless the Customer is so advised by 4 Web Marketing either in writing or verbally.
- (4) In the event of 4 Web Marketing granting a credit trading account to the Customer then;
 - (a) Payment of all accounts is required by the due date, being a date stipulated by 4 Web Marketing.
 - (b) That should the Customer default in the payment of any monies due under this Agreement then all monies due to 4 Web Marketing shall immediately become due and payment and shall be made by the customer within seven (7) days of the date of demand and 4 Web Marketing shall be entitled to charge interest at 4 Web Marketing's bankers overdraft rate on all overdue accounts from the due date until the date of actual payment.
 - (c) Any expenses costs or disbursements incurred by 4 Web Marketing in recovering any outstanding monies from the Customer including debt collection agency fees and solicitors costs shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency or solicitor.
 - (d) 4 Web Marketing may at any time or from time to time without assigning any reason therefore refuse to extend any further credit to the Customer and that its granting of a credit trading account does not require 4 Web Marketing to extend to the Customer any particular amount of credit.
 - (e) 4 Web Marketing at its discretion shall be entitled without notice to terminate any credit trading account granted to the Customer.
- (5) The Customer hereby acknowledges that the services supplied by 4 Web Marketing shall remain the property of 4 Web Marketing until 4 Web Marketing receives payment for same. 4 Web Marketing hereby agrees to allow the Customer to deal, sell or trade with the services in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the Terms of Trading detailed herein. In the event of the Customer defaulting in any of the Terms of Trading contained herein, including the payment of monies due under these Terms of Trading, then 4 Web Marketing shall have the right, without giving notice, to retake possession of the services supplied to the Customer by 4 Web Marketing and the Customer hereby authorises and allows 4 Web Marketing or its representative, servant, agent or employee to enter the premises upon which the services are housed or stored for the purpose of retaking possession of same and 4 Web Marketing shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of 4 Web Marketing retaking possession of the services. The Customer agrees that 4 Web Marketing shall be entitled but not obliged to sell any services possession of which is retaken by 4 Web Marketing pursuant to these Terms.
- (6) The Customer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify 4 Web Marketing of the proposed change and the Customer shall be liable for any services supplied by 4 Web Marketing after such change, alteration or addition unless 4 Web Marketing shall have acknowledged in writing acceptance of the intending change, alteration or addition.
- (7) **In consideration of 4 Web Marketing at the request of the Customer agreeing to grant a Credit Trading Account to the Customer, we the undersigned do hereby jointly and severally irrevocably guarantee, by way of continuing security, the payment to 4 Web Marketing by the Customer of all monies owed or at any time in the future owing in respect of services sold or services rendered to it by 4 Web Marketing. And we the undersigned jointly and severally agree to be bound by the Terms of Trading contained herein and declare that 4 Web Marketing may make claim against us as if we were the principal debtors and not guarantors or sureties of the Customer.**
- (8) The signatories to this agreement hereby authorise 4 Web Marketing to carry out credit checks and to obtain credit reports in respect of their credit worthiness.
- (9) The Customer, the undersigned and the guarantors (if any) herein do hereby agree that for the purpose of securing the liability and obligations hereunder of each of the Customer, the undersigned and the guarantors (if any), each of the Customer, the undersigned and the guarantors (if any) do hereby charge with the due and punctual payment and the due and punctual performance by each of them all their liabilities and obligations hereunder all their real property both present and future and each of the Customer, the undersigned and the guarantors (if any) do hereby consent to 4 Web Marketing lodging a caveat or caveats over present or future land noting it's interest hereunder.
- (10) If the Customer is the Trustee of a Trust then the Customer and guarantors (if any) acknowledge that the Trustee shall be liable for the account and that in addition the assets of the trust shall be available to meet payment of the account.

The Customer and signatories appearing below hereby acknowledge receipt of a copy of the agreement and upon acceptance by 4 Web Marketing by way of written notice or supply of services agree to be bound by the terms of this Credit Application And Terms Of Trading Agreement Incorporating Personal Guarantees.

WARNING: THIS IS AN IMPORTANT DOCUMENT.
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT.

SIGNATURES (of Sole Trader, Individual, Partners or Incorporated Body Guarantors)

1. _____
Sole Trader, Partners or Guarantors Signature

2. _____
Sole Trader, Partners or Guarantors Signature

Print Signatories Name

Print Signatories Name

3. _____
Sole Trader, Partners or Guarantors Signature

4. _____
Sole Trader, Partners or Guarantors Signature

Print Signatories Name

Print Signatories Name

COMPANY APPLICATIONS:- The Common Seal of _____ was hereunto affixed by the authority of

the Board of Directors this _____ day of _____, 19____, in the presence of:

Director

AFFIX COMMON SEAL HERE

Director / Secretary