

# Cookers Bulk Oil System Pty Ltd

(ABN 95 351 586 097)

**Head Office:** 29 Derrimut Drive, Derrimut, VIC 3030 Phone: 1300 88 22 99 Facsimile ☎ :1300 883 399  
www.cookers.com.au info@cookers.com.au

## Application for Commercial Credit

**ONLY ORIGINAL APPLICATIONS WILL BE PROCESSED**  
(Must be completed in full by the Applicant)

A/C CODE

BDM: (Name) .....

### • APPLICANT DETAILS

REGISTERED COMPANY NAME: .....

TRUST NAME (IF APPLICABLE) .....

ABN No: ..... ACN No: .....

TRADING NAME: .....

AFFILIATED COMPANY NAMES: .....

NEW CUSTOMER – NEW VENUE      NEW CUSTOMER – EXISTING VENUE (Change Of Owner)      EXISTING CUSTOMER – NEW VENUE  
 Yes    No                       Yes    No                       Yes    No

NATURE/TYPE OF BUSINESS: .....

COMPANY BUSINESS ADDRESS: .....

POSTAL ADDRESS: .....

TELEPHONE # ( ): ..... FAX # ( ): ..... MOBILE # ( ): .....

E-MAIL ADDRESS FOR STATEMENT/ACCOUNTS: .....

ACCOUNT CONTACT NAME: ..... TELEPHONE # ( ): .....

**BUSINESS STRUCTURE** (Please Tick Appropriate Box)     Sole Trader     Partnership     Pty Ltd Co.     Public Co.     Trust

**Are you the trustee of the trust**    Yes    No

### • ALL APPLICANTS

DATE COMMENCED TRADING ..... CHANGE OF OWNER    YES    NO      NUMBER OF EMPLOYEES.....

NAME OF ACCOUNTANT ..... TELEPHONE # ( ).....

OWNER OF BUSINESS PREMISES ..... TELEPHONE # ( ).....

BANK                                      BRANCH                                      BSB #                                      ACCOUNT #

NAME ON CHEQUE.....

### • PROPRIETORS/PARTNERS/DIRECTORS

FULL NAME                                      TELEPHONE #                                      DATE OF BIRTH                                      DRIVER'S LIC #  
..... ( )..... /..... /.....

HOME ADDRESS .....

FULL NAME                                      TELEPHONE #                                      DATE OF BIRTH                                      DRIVER'S LIC #  
..... ( )..... /..... /.....

HOME ADDRESS .....

FULL NAME                                      TELEPHONE #                                      DATE OF BIRTH                                      DRIVER'S LIC #  
..... ( )..... /..... /.....

HOME ADDRESS .....

### • TRADE REFERENCES (Major Credit Suppliers Preferably Food Industry)

COMPANY NAME	PHONE	FAX	AVG MONTHLY PURCHASES
1.			
2.			

## **DECLARATION, AUTHORITY & CONSENT**

The Applicant and each signatory appearing below declare that all information supplied is true and correct in every detail and also that the signatories are authorised by the Applicant to complete this application and further acknowledge that if credit is granted by Cookers Bulk Oil System Pty Ltd to the Applicant that this will be done in reliance upon the information supplied herein.

The Applicant and each signatory below acknowledge that they understand the Terms and Conditions and Credit Terms in this Application, that they have had the opportunity to obtain independent legal advice prior to submitting this Application and that they are joint & severally bound by the Terms and Conditions and the Credit Terms set out herein.

The Applicant and signatories further authorise and consent to Cookers Bulk Oil System Pty Ltd obtaining and disclosing information about the Applicant's credit worthiness (including identity particulars and details of overdue payments) to and from credit reporting agencies and other credit providers who have entered or intend to enter into a commercial or business dealing with the Applicant.

### **Privacy Act - 1988**

Have any of the Proprietor/Partners/Directors ever been declared bankrupt, entered arrangements under the Bankruptcy Act or been a Director of a company which has been wound-up or liquidated (whether voluntary or otherwise)?

Yes  No

If YES, please provide details .....

"The Company complies with the Privacy Act 1988 as amended and is bound by Australian Privacy Principles dealing with the collection, use and storage of personal information about individuals. A copy of the Company's privacy policy may be viewed on the Company's website."

## **ACKNOWLEDGEMENTS' AGREEMENTS AND GUARANTEE**

I/We make this Application for a Credit Account With Cookers Bulk Oil System Pty Ltd. I/We have read the Application for Commercial Credit and the Terms Of Trade and having given due consideration to its contents agree to the conditions contained herein. The information I/We have supplied is to the best of my/our knowledge true and correct in every particular.

**I/We understand that in signing this form I/We give the following ACKNOWLEDGEMENT and enter into the following agreements and GUARANTEE:**

### **1. ACKNOWLEDGEMENT OF DISCLOSURE OF PERSONAL INFORMATION TO CREDIT REPORTING AGENCIES**

I/We acknowledge that Cookers Bulk Oil System Pty Ltd has the right to provide information about my/our personal circumstances to any credit reporting agency. This personal information includes the following:

- (a) My/Our full names including any known aliases, sex and date of birth.
- (b) A maximum of my/our respective three addresses consisting of the last known address and two preceding addresses.
- (c) The name of my/our respective last known employers.
- (d) My/Our drivers licence numbers.
- (e) Details of applications to Cookers Bulk Oil System Pty Ltd for credit including the amount of credit applied for (where applicable).
- (f) Details of cheques drawn by me/us which have been dishonoured more than once.
- (g) That credit provided to me/us by Cookers Bulk Oil System Pty Ltd has been paid or otherwise discharged.

### **2. AGREEMENT THAT MAY SEEK CREDIT REPORTS IN ORDER TO ASSESS THIS APPLICATION**

I/We agree that this Application constitutes an Application for Commercial Credit. I/We hereby authorise Cookers Bulk Oil System Pty Ltd to obtain from any credit reporting agency a credit report containing personal information about me/us which will assist Cookers Bulk Oil System Pty Ltd to assess this Application.

### **3. AGREEMENT THAT COOKERS BULK OIL SYSTEM PTY LTD MAY SEEK CREDIT REPORTS SO AS TO COLLECT OVERDUE PAYMENTS**

I/We agree that Cookers Bulk Oil System Pty Ltd may obtain from any credit reporting agency a credit report containing personal credit information about me/us so as to enable Cookers Bulk Oil System Pty Ltd to collect payments which are overdue under any agreement made between ourselves and Cookers Bulk Oil System Pty Ltd.

### **4. AGREEMENT THAT COOKERS BULK OIL SYSTEM PTY LTD MAY EXCHANGE MY/OUR PERSONAL INFORMATION WITH OTHER CREDIT PROVIDERS**

I/We agree that Cookers Bulk Oil System Pty Ltd may seek information from and/or give information to any credit providers (including any trade references that constitute credit providers) and any credit providers that may be named in the information obtained by Cookers Bulk Oil System Pty Ltd.

I/We understand that this information may include details relating to my/our credit history and my/our eligibility for consumer credit.

**I/We understand that this information may also be used for the following purposes:**

- (a) to assess this Application for consumer or commercial credit.
- (b) to notify other credit providers of a default by me/us.
- (c) to exchange information with other credit providers as to the status of the credit given to me/us by Cookers Bulk Oil System Pty Ltd as a result of this Application where I/We am/are in default with other credit providers, or to assess my/our credit worthiness.

### **5. AGREEMENT THAT TRADE REFERENCES MAY ACCESS CONSUMER INFORMATION IN THE POSSESSION OF COOKERS BULK OIL SYSTEM PTY LTD**

I/We agree that any person who is described as a trade reference in this Application and is not a credit provider for the purposes of the Privacy Act may seek access from Cookers Bulk Oil System Pty Ltd to any information which Cookers Bulk Oil System Pty Ltd has about any application for consumer or commercial credit made by me/us as to the nature in which the consumer or commercial credit account between Cookers Bulk Oil System Pty Ltd and myself/ourselves has been conducted.

### **6. GUARANTEE OF PAYMENT AND PERFORMANCE**

Cookers Bulk Oil System Pty Ltd (including each of its subsidiaries, divisions, affiliates, associated companies & related entities & any successors & assigns). I/We being the Director(s) Owner(s)/Partner(s) of the Applicant/Buyer, hereby GUARANTEE to Cookers Bulk Oil System Pty Ltd the due and punctual payment and performance by the Applicant/Buyer of all its obligations to Cookers Bulk Oil System Pty Ltd at all times in respect of every order placed by the Applicant/Buyer with Cookers Bulk Oil System Pty Ltd and in respect of which credit is provided by Cookers Bulk Oil System Pty Ltd. This GUARANTEE is a continuing GUARANTEE and is binding by my/our legal personal representatives, successors and assigns.

### **7. CHARGING CLAUSE**

The Guarantor hereby charges in Cookers Bulk Oil System Pty Ltd's favour all his/her right, title and interest in any real property, whatsoever and wheresoever situate, which he/she now has or may acquire in the future, whether legal or beneficial, with the payment of all monies owed by the Buyer to Cookers Bulk Oil System Pty Ltd and agree upon request to execute a registered instrument further securing Cooker's Bulk Oil System Pty Ltd interest created by this Charge and consent to a caveat being lodged by Cookers Bulk Oil System Pty Ltd's evidencing its interest as chargee.

### **8. THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE VICTORIAN COURTS**

#### **SIGNED BY:**

Signature:..... Print Name:..... Title:..... Date:.....

Signature:..... Print Name:..... Title:..... Date:.....

Signature:..... Print Name:..... Title:..... Date:.....

#### **WITNESSED BY:**

Signature:..... Print Name:..... Title:..... Date:.....

# TERMS OF TRADE

## TERMS OF PAYMENT

All accounts are payable strictly within agreed credit terms. Receipt of the full amount due to Cookers Bulk Oil System Pty Ltd shall evidence the passing of the property in the goods to which the payment relates (or is determined to relate by Cookers Bulk Oil System Pty Ltd) to the Buyer if the Buyer does not indicate otherwise. The Buyer hereby authorises Cookers Bulk Oil System Pty Ltd in its sole discretion to appropriate any monies received from the Buyer against any amounts due by the Buyer to Cookers Bulk Oil System Pty Ltd in respect of the goods. Buyer means the applicant referred to in the Application for Commercial Credit.

## RETURN OF GOODS

1. Goods may not be returned for credit without prior authorisation from Cookers Bulk Oil System Pty Ltd.
2. Returned goods must state clearly the Buyer's name, address and the reason for return.
3. Claims for incorrect deliveries or faulty goods should be noted on consignment note at time of delivery and faxed through to our office within 48 hours. Claims for incorrect charging must be made within 48 hours of the receipt of goods. The Buyer shall not make any claim after the expiration of 48 hours from the date of the receipt of the goods. Cookers Bulk Oil System Pty Ltd shall be entitled at its sole discretion to reject any claim for incorrect deliveries, faulty goods and/or incorrect charging made more than 48 hours after the receipt of the goods.

## RISK

All risk in the Goods shall pass to the Buyer immediately on the delivery of the Goods in accordance with these Terms of Trade.

RESERVATION OF TITLE AND PERSONAL PROPERTIES SECURITIES ACT 2009 ("PPSA")

- (i) In placing any order the Buyer expressly represents that the Buyer:
  - (a) Is solvent; and
  - (b) Has not committed an act of bankruptcy; and
  - (c) Knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver or which would entitle any creditor or shareholder to apply to the Court to liquidate the Company or exercise any other rights over or against the Buyer's assets.
- (ii) The title or property in all Goods delivered by Cookers Bulk Oil System Pty Ltd to the Buyer shall pass to the Buyer only upon payment in full by the Buyer to Cookers Bulk Oil System Pty Ltd in relation to all Goods. Cookers Bulk Oil System Pty Ltd holds a Security Interest in all goods supplied to the Buyer for payment of those moneys.
- (iii) Until all moneys due to Cookers Bulk Oil System Pty Ltd are paid by the Buyer, the Buyer agrees to act as a fiduciary of Cookers Bulk Oil System Pty Ltd and that the Buyer will:
  - (a) Not sell, charge or part with possession of the Goods, otherwise than for their full values in the ordinary course of business;
  - (b) Not alter, obliterate, or deface the Goods and will not alter, obliterate, deface, cover up, or remove any identity mark indicating that the Goods are Cookers Bulk Oil System Pty Ltd's property.
  - (c) Store the Goods in such manner that they are clearly identifiable as Cookers Bulk Oil System Pty Ltd's property and must keep separate records of the Goods;
  - (d) Hold the proceeds of the resale of the Goods in trust for Cookers Bulk Oil System Pty Ltd, in a separate and identifiable manner.
- (iv) At Cookers Bulk Oil System Pty Ltd's request, the Buyer will promptly deliver, execute or do (or cause to be executed, delivered or done) any documents, contracts, agreements, deeds or other action that Cookers Bulk Oil System Pty Ltd may require from time to time to give effect to these Terms of Trade, including without limitation doing all such things as Cookers Bulk Oil System Pty Ltd may require to ensure that the Security Interest created under these Terms of Trade constitutes a perfected Security Interest over the Goods. This includes, but is not limited to, providing any information Cookers Bulk Oil System Pty Ltd requests to complete a financing statement or a financing change statement for the Personal Property Securities Register.
- (v) The Buyer waives any right to receive a verification statement under the PPSA.
- (vi) Nothing in sections 130(1)(a), 143(1) and 143(2) of the PPSA shall apply to these Terms and Conditions of Sale. The Customer's rights as a debtor in sections 170, 173 and 175 of the PPSA shall not apply to these Terms and Conditions of Sale.
- (vii) The Buyer's right to sell Goods will terminate forthwith on written notice of such termination being delivered by Cookers Bulk Oil System Pty Ltd to the Buyer's place of business.
- (viii) The Buyer's right to possession of the Goods shall cease if:
  - (a) The Buyer commits an available act of bankruptcy; or
  - (b) The Buyer does anything or fails to do anything in circumstances where such act or omission operates to entitle a receiver or liquidator to take possession of any assets or which would entitle any person to apply to the Court to liquidate the Buyer; or
- (c) The Buyer is overdue in making payment of any sum due to Cookers Bulk Oil System Pty Ltd and Cookers Bulk Oil System Pty Ltd makes demand. Demand may be made upon the Buyer or any employee or authorised agent of the Buyer by Cookers Bulk Oil System Pty Ltd or any employee or authorised agent of Cookers Bulk Oil System Pty Ltd either in writing at any time prior to repossession or verbally or in writing at the time of repossession; or
- (d) Notice is given terminating the Buyer's right to sell goods; or
- (e) This agreement is terminated.
- (ix) For the purpose of recovery of the Goods, Cookers Bulk Oil System Pty Ltd may by the Cookers Bulk Oil System Pty Ltd's employee(s) or agent(s) enter upon any premises where the Goods are stored or where they are reasonably thought to be stored and may repossess the same. This permission is irrevocable and the Buyer agrees that the employees, servants or agents of Cookers Bulk Oil System Pty Ltd so entering are not trespassing. The Buyer irrevocably agrees the Buyer will not seek to invoke the provisions of any Acts to warn such persons to leave the Buyer's premises, nor will the Buyer procure any other person to take such action.
- (x) Any Goods held by the Buyer which meet the description of Goods on an invoice in respect of which either payment has not been made in full or in respect of which title to Goods has not transferred from Cookers Bulk Oil System Pty Ltd hereunder shall, in the absence of separate storage of Goods in terms of clause H(iii)(c) herein and in the absence of evidence to the contrary, be deemed to be Goods to which Cookers Bulk Oil System Pty Ltd has retained title so that Cookers Bulk Oil System Pty Ltd shall be entitled to exercise any of Cookers Bulk Oil System Pty Ltd's remedies hereunder against such Goods.
- (xi) Following repossession of the Goods Cookers Bulk Oil System Pty Ltd shall sell the goods in whatever manner Cookers Bulk Oil System Pty Ltd deems appropriate whether wholesale or retail, and shall credit the account of the Buyer with the net proceeds of sale. The net proceeds of sale shall be the actual price received for the goods less all costs of sale including if incurred, rental of premises, staff wages, transport costs, advertising costs and all out of pocket expenses. Cookers Bulk Oil System Pty Ltd shall be obliged to list all Goods repossessed but shall not be obliged to record or account for the sale of Goods on an item by item basis. Proceeds of sale may be accounted for globally.
- (xii) The debt owing by the Buyer to Cookers Bulk Oil System Pty Ltd at the date of repossession of Goods shall, as between the parties, be deemed to include any payment previously received by Cookers Bulk Oil System Pty Ltd which might be claimed to be void under any law relating to bankruptcy, liquidation or the protection of creditors – irrespective of whether such a claim shall have been made at that date.

## LIABILITY FOR LOSS OR DAMAGE

Notwithstanding anything contained in above clauses of these Terms of Trade the Buyer agrees to and does accept all risks of loss or damage to the goods whether caused by the Buyer or another person upon delivery of the goods and agrees to and does further indemnify Cookers Bulk Oil System Pty Ltd against all claims, demands and suits for loss or damage arising from the handling, transport, storage, display or use of the goods after the Buyer has itself taken possession of the goods.

## DEFAULT ON PAYMENT

Should the Customer default in the payment of any monies due to Cookers Bulk Oil System Pty Ltd, the the total of all monies due to Cookers Bulk Oil System Pty Ltd by the Customer shall immediately become due and payable. The Customer shall pay or reimburse any expenses, costs or disbursements incurred or paid by Cookers Bulk Oil System Pty Ltd in recovering outstanding monies including bank charges, debt collection agency fees and commissions and solicitor's costs.

## BUYER RESTRUCTURE/SALE-AQUISITION

- (i) The Buyer shall notify Cookers Bulk Oil System Pty Ltd in writing of any change in its structure or management, including any change in director, shareholder, or management or change in partnership or trusteeship within fourteen (14) days of the date of any such change and the Buyer agrees to indemnify Cookers Bulk Oil System Pty Ltd against any loss incurred if such notice is not given.
- (ii) The buyer shall notify Cookers Bulk Oil System Pty Ltd in writing at least fourteen (14) days prior to the sale of acquisition of the Buyer's business by a third party and the Buyer agrees to indemnify Cookers Bulk Oil System Pty Ltd against any loss incurred if any such notice is given. The buyer agrees that even if the Buyer's business is sold to or acquired by a third party, any moneys owing by the Buyer to Cookers Bulk Oil System Pty Ltd for the supply of Goods shall remain the Buyers responsibility.

## INTEREST AND CHARGING CLAUSE:

The Buyer hereby charges in Cookers Bulk Oil System Pty Ltd favour all its estate and interest in any land, whether tangible or intangible in which it now has any legal or beneficial interest or in which it later may acquire any such interest, with payment of all monies owed by the Buyer and agree upon request, to execute a registerable instrument transferring to Cookers Bulk Oil System Pty Ltd, the Buyer's said estate and interest by way of security.

## PARTIES

Cookers Bulk Oil System Pty Ltd means Cookers Bulk Oil System Pty Ltd and each of its subsidiaries, divisions, affiliates, associated companies & related entities & any successors & assigns. Buyer means the entity named in the attached application for commercial credit and each of its subsidiaries, divisions, affiliates, associated companies & related entities & any successors & assigns.

Signature of applicant .....

Date .....

Print name .....

These Terms of Trade apply notwithstanding any agreement, whether subject to this agreement or not, under which the Buyer obtains credit terms from Cookers Bulk Oil System Pty Ltd.

**OFFICE USE ONLY**

**COOKERS INSTALL INSTRUCTIONS -**

**(OFFICE USE ONLY - BUSINESS DEVELOPMENT MANAGERS)**

CRM # .....

BDM NAME: .....

A/C # .....

A/C Type C.O.D.  / 30 Days

**(OFFICIAL USE ONLY - ADMINISTRATION)**

CUSTOMER TRADING NAME: .....

DELIVERY ADDRESS: .....

DELIVERY DETAILS .....  
(If different from above): .....

DELIVERY WINDOW: - TIME: ..... DAYS: .....

KEYS / CODE: .....

PRIMARY CONTACT NAME: ..... TELEPHONE #: .....

EMAIL ADDRESS: ..... MOBILE #: .....

SECONDARY CONTACT NAME: ..... TELEPHONE #: .....

EMAIL ADDRESS: ..... MOBILE #: .....

**TANK DETAILS**

XLFYR TANK ID: ..... PRICE: ..... EST WK USAGE: .....

CANOLA TANK ID: ..... PRICE: ..... EST WK USAGE: .....

OTHER TANK ID (Pls Specify): ..... PRICE: ..... EST WK USAGE: .....

WASTE TANK ID: ..... PRICE: ..... EST WK USAGE: .....

WASTE INFORMATION: .....

SPECIAL REQ OR NOTES (Eg: Ramps & have entered into the CRM etc.): .....

CERTIFICATES OR P.O.S. MATERIAL REQUIRED: .....

FILTER MONTHLY RENTAL: Yes  No

FILTER MONTHLY RENTAL CHARGE: \$ .....

**(OFFICE USE ONLY OPERATIONS MANAGER / SUPERVISORS)**

**FRESH SCHEDULE:**

**WASTE SCHEDULE:**

START DATE:	
TRUCK #:	
DELIVERY FREQUENCY:	
DATE INSTALLED:	
TANK #:	
TANK #:	
TANK #:	
TANK #:	
FILTER MACHINE #:	
FILTER MONTHLY COMMENCEMENT DATE:	/ /

START DATE:	
TRUCK #:	
DELIVERY FREQUENCY:	
DATE INSTALLED:	
TANK #:	
TANK #:	
TANK #:	
TANK #:	