



# APPLICATION TO ESTABLISH ACCOUNT (DEBTORS)

Isaac Regional Council is collecting personal information you supply on this form only to assist in establishing an account. Your personal information will be used by Council officers authorised to assist in the management and coordination of this service. The information will not be given to any other person or agency unless required by law or unless permission is sought from the person declared within this request. Personal information will be handled in accordance with the *Information Privacy Act 2009*.

COMPANY DETAILS			
Name			
ACN		ABN	
Trading Address			
Postal Address			
Phone		Fax	
Email			
Accounts contact		Phone	
Management contact		Phone	
Type of Business			
Sole Trader	Partnership	Company	Other
No. of years business has traded			
WILL YOU REQUIRE ACCESS TO ISAAC REGIONAL COUNCIL LANDFILLS			
Vehicle Registration No./s	1.	2.	
3.	4.	5.	6.
Type of Waste		Purchase Order Required	Yes/No
Approx. Usage per Month			
DIRECTOR DETAILS			
Name		Name	
Phone		Phone	
Email		Email	
Name		Name	
Phone		Phone	
Email		Email	

Version 4.  
Form No: FS-003  
Authorised by: Director Corporate Governance and Financial Services  
Document Maintained by: Financial Services  
Next Review Date: 11.06.2018

**TRADE REFERENCES** (provide details for at least 3 referees with whom you are currently trading on credit account basis. NOTE: Banks and Financial Institutions are not acceptable)

Name		Name
Phone		Phone
Email		Email
Company		Company
Fax		Fax
Name		Name
Phone		Phone
Email		Email
Company		Company
Fax		Fax
<b>To assist Council in the assessment of your application, please provide information on the purpose of your request to establish an account (please provide a brief</b>		

**APPLICATION AND AGREEMENT** (Please read carefully before signing)

I/We the undersigned hereby applies to Isaac Regional Council ABN 37 274 142 600 for a Credit Account. If this application is approved, I/We declare as follows:-

1. That the information provided herein is true and correct in every particular and that all material facts have been disclosed to Isaac Regional Council.
2. That payment for all Goods and Services supplied by Isaac Regional Council for which an Invoice is issued is due and payable no later than 30 days from the date which appears on any such invoice, unless otherwise stated.
3. If the applicant is a Company, then provision of a Credit Account pursuant to this application is subject to and conditional upon the applicant's directors executing a Guarantee in the form approved by Isaac Regional Council.
4. The undersigned and any director or principal of the applicant have never been made bankrupt and are solvent and are able to pay their debts as they fall due. They have not made any compromise or arrangement with their creditors and no application has been made or proposed to common a meeting of their creditors or any class of them.
5. That the applicant (if a corporation) is solvent and able to pay its debts as they fall due and is not in liquidation or being wound up. No meeting has been called or resolution has been passed or order made for such purpose and no Receiver or Receiver and Manager has been appointed in respect of the applicant. The applicant has not made any compromise or arrangement with its creditors or any class of them and no application has been proposed or made to any court for any order summoning a meeting of its creditors or any class of them.

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6. If the applicant is a trustee of any trust, it has power to executive this applicant and enter into every transaction in relation to the credit account with Isaac Regional Council (and has a corresponding right under the trust to be indemnified out of the trust assets in respect of these matters) and executes this application in its personal capacity and in its capacity as trustee of each trust.
7. Each of the undersigned hereby authorizes Isaac Regional Council pursuant to the Privacy Act to give and to receive personal credit information including consumer credit information concerning themselves from third parties including credit reporting agencies and other credit providers identified in the application or from other information obtained by Isaac Regional Council (Third Parties) for the purposes of assessing the application, deciding whether to accept the undersigned as a guarantor for the application, notifying Third Parties of a default in respect of the application and the collection of overdue payments.
8. The applicant named in this application will be given access to their personal information on request. Isaac Regional Council collects the types of personal information in this application form for the purposes of assessing applications, managing accounts and, if necessary, insuring our risk and collecting debts. If all or part of the personal information requested in not provided, Isaac Regional Council may not be able to process your application for a credit account.

<b>If Applicant is a sole Trader/Other:</b>	Signature		Date	
	Print Name			
<b>If Applicant is a Partnership:</b>	Signature		Date	
	Print Name			

**If Applicant is a Company or Club, please also complete the attached guarantee**

**GUARANTEE BY COMPANY DIRECTORS** *(Please read carefully before signing)*

- It is only necessary to complete this Guarantee if the Applicant is a Company or Club.
- This Guarantee must be completed, if the Applicant is a Company, by at least 2 of its Directors/ Committee Members.
- This Guarantee is given in favor of all divisions, business units and subsidiaries of Isaac Regional Council, which might at any time supply goods or services to the Applicant.
- If the Applicant already owes money to the Isaac Regional Council, this Guarantee is given both for what is already owing and for what will become owing in the future.

TO: Isaac Regional Council ABN. 39 274 142 600 (referred to "You" in this guarantee)

We	
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*(Insert full name of ACN/ABN of Company Applicant)*

1.	
2.	
3.	
4.	

*(Insert full name of guarantors)*

*(Insert full address of guarantors)*

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**Hereby agree with you as follows:**

1. We guarantee the punctual payment to you of all money, which is now or in the future owing to you by the Applicant in connection with the supply of goods or services by you to the Applicant (Guarantee Money)
2. We will pay you immediately on demand any amount of the Guarantee Money which the Applicant has not paid by the due date.
3. We agree that:
  - a. this document is a continuing Guarantee for the whole of the Guaranteed Money;
  - b. our liability of the Guaranteed money is joint and several;
  - c. you may act against us as though we were the principal debtor in place of the Applicant; and
  - d. we waive all our rights as surety, which are inconsistent with this document.
4. Our obligations and liabilities under this document are not affected by:
  - a. any agreement between you and the Applicant being wholly or partly unenforceable;
  - b. any release of the applicant by you;
  - c. any variation to the amount or the terms on which you provide credit or of any agreement between you and the Applicant;
  - d. you granting any time to pay or other indulgence to the Applicant;
  - e. negligence or mistake by you;
  - f. you taking discharging dealing with or losing any security for the Guaranteed Money;
  - g. you refusing to supply further goods or services to the Applicant;
  - h. anything else which might prejudice or discharge our liability under this document.
5. Any one of us may only revoke our guarantee for further transactions by giving prior written notice forwarded by prepaid post addressed to the CEO, Isaac Regional Council and such notice shall only take effect one month after it has actually been received by Isaac Regional Council.
6. All dividends or other payments received by you from the Applicant (whether in liquidation or otherwise) shall be taken and applied by you as payments in gross. The right or any one of us to be surrogated to you shall not rise until you have received the full amount of the Guaranteed Money.
7. This Guarantee will render each of us liable to reimburse you for any monies, which you may have to pay or elect to pay any liquidator or administrator of the Applicant in response to any claim they make against you.
8. This Guarantee shall bind each of us and take effect as a deed immediately that we sign it regardless of whether or not others who we may have understood were to sign this Guarantee (including any persons named above) actually ever do so.
9. In accordance with s18(K)(c) of the Privacy Act, I authorise you to obtain from a credit reporting agency a credit report containing personal information about me to assess whether to accept me as a guarantor for credit applied for, or provided to me the Applicant. I agree that if you approve the application, this authorization remains in force until the credit facility covered by the application ceases.

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<b>Guarantor 1*:</b>	Signature		Date	
	Print Name			
<b>Independent Witness**:</b>	Signature		Print Name	
<b>Guarantor 2*</b>	Signature		Date	
	Print Name			
<b>Independent Witness**:</b>	Signature		Print Name	
<b>Guarantor3*:</b>	Signature		Date	
	Print Name			
<b>Independent Witness**:</b>	Signature		Print Name	
<b>Guarantor 4*:</b>	Signature		Date	
	Print Name			
<b>Independent Witness**:</b>	Signature		Print Name	

\* Do not put the common seal of the Company applicant here. The individual directors must sign the Guarantee.

\*\* The witness must be fully independent. The witness cannot be an employee or representative of the Supplier or another Guarantor.