



CREDIT APPLICATION – 14 DAY ACCOUNT

- A. The Applicant and any Guarantor described below hereby jointly and severally apply for the establishment of a credit account with Lark Enterprises Pty Ltd T/A Harvestime WA (ABN 67 060 944 574) of Unit 2/9 Industry Street, Malaga WA 6090 (“Harvestime”), in respect of payment for goods that may be provided by Harvestime WA to the Applicant from time to time.
- B. The parties agree to be bound by the Terms and Conditions imposed by Harvestime WA from time to time, in relation to the supply of any goods being provided to the Applicant.

APPLICANT DETAILS:

Company/Business/Trust Name: _____

Trading Name: _____

ABN: _____ ACN: _____

Registered Business Address: _____

Trading/Delivery Address (if different): _____

Postal Address (if different): _____

Phone No: _____ Fax Number (s): _____

Contact Person: _____ Mobile Number: _____

Email Address(s): _____

A/c Payable Contact Name: _____

A/c Payable Email Address: _____

Structure (please circle): Company Partnership Trust Sole Trader Other (please specify): _____

Date of Establishment: _____ Estimated Monthly Spend: \$ _____

Please list the full names and details of all Directors/Partners/Applicant or other office bearers authorised to act on behalf of the applicant entity:

Full Name: _____ Full Name: _____

Position: _____ Position: _____

Address: _____ Address: _____

Full Name: _____ Full Name: _____

Position: _____ Position: _____

Address: _____ Address: _____

TRADE REFERENCES:

Please list three trade references including name, address, contact and number of years trading.

(1) Name: _____
Address: _____
Contact Details: _____ No. years trading _____

(2) Name: _____
Address: _____
Contact Details: _____ No. years trading _____

(3) Name: _____
Address: _____
Contact Details: _____ No. years trading _____

PRIVACY ACT

The Applicant agrees to Harvestime WA obtaining from its Bank, credit reporting agencies or others a credit report containing personal credit information about the Applicant in relation to commercial credit provided by Harvestime WA. The Applicant agrees that Harvestime WA may give to and seek from any trade references or credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the Applicant's arrangements. The Applicant understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or received from each other under the Privacy Act.

The Applicant agrees that Harvestime WA may continue to seek or give commercial/consumer credit information relating to the applicant's credit worthiness and relating to the collection of overdue payments.

I/We, agree to Harvestime WA providing my/our information to credit reporting bodies to obtain a credit report containing information about me/us for the purpose of assessing my/our application for commercial credit

PLEASE CIRCLE TO INDICATE: YES NO

AGREED TERMS: PAYMENT WITHIN 14 DAYS OF INVOICE – The Applicant and any Guarantor described below hereby jointly and severally by submitting this application agrees to be bound by the Terms and Conditions provided by Harvestime WA separate to this Credit Application and as they are notified to the Applicant and any Guarantor in writing from time to time. The undersigned warrants that all information set out in this application is true and correct and that they have the legal authority to sign on behalf of the Applicant:

NOTE - All Private and Trust Companies are required to also complete Deed of Guarantee and Indemnity (next page)

Signature	Print Name & Title	Date
_____	_____	_____
Witness Signature	Witness Name	Witness Address
_____	_____	_____
Signature	Print Name & Title	Date
_____	_____	_____
Witness Signature	Witness Name	Witness Address
_____	_____	_____

OFFICE USE ONLY

APPLICANT DETAILS:	T&C's CHECKED:	ABR REPORT:
TRADE REFERENCES CHECKED:	GUARANTEE EXECUTED:	ORIGINAL RECEIVED:
LIMIT APPROVED: \$	TERMS AGREED:	LETTER OF CONF SENT:



ABN: 67 060 944 574
 9 Industry Street
 Malaga WA 6090
 Ph 9248 5163

DEED OF GUARANTEE AND INDEMNITY

BETWEEN: LARK ENTERPRISES PTY LTD T/A HARVESTIME WA ABN 67 060 944 574 of Unit 2/9 Industry Street, Malaga WA 6090 (“Harvestime”)

AND: The individual(s) as specified at Item 2 of the Particulars to this agreement (“Guarantor”)

PARTICULARS

Item 1 Customer Name: _____
 ABN: _____

Item 2 Guarantor 1 Full name: _____
 Title: _____
 Address: _____
 _____ State: _____ Postcode: _____
 Phone Number: _____ Fax Number: _____
 Email: _____
 Date of Birth: _____

Guarantor 2 Full name: _____
 Title: _____
 Address: _____
 _____ State: _____ Postcode: _____
 Phone Number: _____ Fax Number: _____
 Email: _____
 Date of Birth: _____

Guarantor 3 Full name: _____
 Title: _____
 Address: _____
 _____ State: _____ Postcode: _____
 Phone Number: _____ Fax Number: _____
 Email: _____
 Date of Birth: _____

DEED OF GUARANTEE AND INDEMNITY

1. WE the persons(s) who have signed this Guarantee (“the **Guarantor**”) IN CONSIDERATION of Harvestime granting to the customer the facilities specified below do hereby jointly and each of them severally guarantee payment of the Customer’s account and all monies now or hereafter owed by the Customer to Harvestime and the due and punctual performance of the Customer’s obligations under the Credit Application and Harvestime’s Terms and Conditions.
2. Any person signing this application on behalf of the Customer or as a Guarantor warrants that the information contained herein is true and correct and agrees to indemnify Harvestime against all loss or expense Harvestime may incur as a result of granting credit to the Customer in reliance on that information.
3. The Customer, the Guarantor and any other signatories appearing below, hereby acknowledge receipt of a copy of the Credit Application and acknowledge having read Harvestime’s Terms and Conditions and agree to be bound accordingly.
4. In consideration of Harvestime at the request of the Customer and/or the Guarantor entering this Deed of Guarantee and Indemnity, the Guarantor unconditionally guarantees the Customer’s obligations arising from the Credit Application and Terms and Conditions.
5. This guarantee:
 - a. is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
 - b. may be enforced against the Guarantor without the supplier first being required to exhaust any remedy it may have against the Customer or to enforce any security it may hold with respect to the Customer’s obligations;
 - c. is a continuing guarantee and indemnity for the whole of the Customer’s obligations and will be irrevocable and will remain in full force and effect until discharged; and
 - d. will not be considered as wholly or partially discharged by the performance at any time of any of the Customer’s obligations or by any settlement of account or by any other matter or thing whatever and will apply to the present and future scope of the Customer’s obligations.
6. The Guarantor shall on demand pay interest on any part of the Customer’s obligations which is a monetary amount from time to time owing under this guarantee but unpaid from the due date at the same rate and in the same manner as the Customer is required to pay interest in respect of the Customer’s obligations under the Credit Application and Terms and Conditions both before and (as a separate, independent obligation) after any judgment.
7. The liability of the Guarantor is absolute and will not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate it from its obligations in whole or in part including, without limiting the generality of the foregoing:
 - a. the grant to the Customer or any other person of any time, waiver or other indulgence or concession, or the discharge or release of any other security held by Harvestime in respect of the Customer’s obligations;
 - b. any transaction or arrangement that may take place between Harvestime and the Customer, the Guarantor or any other person;
 - c. the insolvency of the Customer;
 - d. Harvestime exercising or refraining from exercising any other security or any of the rights, powers or remedies conferred on it by law or by the Credit Application and Terms and Conditions or any other agreement with any person, or taking or failing to take any other security;
 - e. the variation (including a variation which increases the Customer’s obligations) extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part of the Credit Application, or any security now or in the future held by the seller from the Customer, the Guarantor or any other person;
 - f. the Customer’s obligations or any part of them being or becoming wholly or partially illegal, void, voidable or unenforceable;
 - g. the failure by Harvestime to give notice to the Guarantor of any default by the Customer under the Credit Application and Terms and Conditions;
 - h. any legal limitation, disability, incapacity or other circumstances related to the Customer; or
 - i. the failure of any Guarantor to execute this guarantee or the granting of this guarantee by any Guarantor being or becoming void or voidable.
8. Harvestime is under no obligation to marshal in favour of the Guarantor any security now or in the future held by Harvestime or any funds or assets that Harvestime may be entitled to receive or have a claim upon.
9. This guarantee extends to cover Credit Application and Terms and Conditions as amended, varied or replaced, either with or without the consent of the Guarantor.
10. Until the Customer’s obligations have been discharged in full the Guarantor shall not:
 - a. be entitled to share in any security held or money received by Harvestime or to stand in the place of Harvestime in respect of any security or money;
 - b. take any steps to enforce a right or claim against the Customer in respect of any money paid by the Guarantor to Harvestime under this guarantee; or
 - c. have or exercise any rights as surety in competition with Harvestime.
11. If the Customer becomes insolvent, the Guarantor authorises Harvestime to prove for all moneys which the Guarantor will have paid under this guarantee and to retain and to carry into a suspense account and to appropriate at the discretion of Harvestime any dividends received in the liquidation, bankruptcy or other insolvency of the Customer and all other moneys received in respect of the Customer’s obligations until Harvestime has been paid in full in respect of the Customer’s obligations.
12. Any settlement, discharge or release between the Guarantor and Harvestime will be conditional upon no security or payment to Harvestime by the Customer or any other person being avoided or reduced by virtue of any provisions or enactments relating to insolvency for the time being in force.
13. If a claim that any payment, transaction, conveyance or transfer during the currency of this guarantee affecting or relating in any way to the Customer’s obligations is void or voidable under any law relating to bankruptcy or winding up or the protection of creditors is upheld, conceded or compromised:
 - a. Harvestime will forthwith become entitled against the Guarantor to all rights in respect of the Customer’s obligations as it would have had if the payment, transaction, conveyance or transfer or so much of it is held or conceded to be void or voidable, or as is forgone on compromise had not been made; and
 - b. the Guarantor shall forthwith take all such steps and sign all such documents as may be necessary or convenient to restore to Harvestime any security held by it immediately prior to such payment, transaction, conveyance or transfer.
14. If the whole or any part of the Customer’s obligations are or may be irrecoverable from the Customer by Harvestime for any reason whatever whereby the amount thereof or resulting therefrom is not recoverable from the Guarantor as a surety, then and in each such case:
 - a. the Guarantor as a separate and additional liability under this guarantee indemnifies Harvestime in respect of the Customer’s obligations;

- b. as a principal debtor agrees to pay Harvestime, when demanded in writing, a sum equal to the amount of the moneys due and payable pursuant to the Customer's obligations, or the losses and expenses resulting from the failure to perform the Customer's obligations; and
 - c. for the purposes of this indemnity, this clause shall be construed as if the moneys were recoverable and the terms of this guarantee will apply as far as possible, with any necessary changes being made.
15. Where this guarantee is given by more than one person, the obligations on the part of the Guarantor contained in this guarantee take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or any of them. None of them will be released from liability under this guarantee by reason of any other Guarantor not executing this guarantee or this guarantee ceasing to be binding as a continuing security on any other Guarantor and the release by Harvestime of any guarantor from this guarantee will not affect the liability of the other Guarantors.
 16. A certificate of an officer of Harvestime as to the amount for the time being due from the Customer to Harvestime and as to the interest from time to time payable will be conclusive evidence for all purposes against the Guarantor in the absence of manifest error.
 17. The Guarantor shall reimburse Harvestime for the expenses of Harvestime incurred in connection with the enforcement of, or the preservation of any rights under, this guarantee including legal costs and expenses on a full indemnity basis.
 18. This guarantee and rights of Harvestime under it may be assigned or transferred by way of security or absolutely by the owner without the consent of the Customer or the Guarantor.
 19. Any demand or notice will be made in writing signed by an officer or agent of Harvestime and may be served on the Guarantor either by hand or by post. Any demand or notice may be addressed to the Guarantor at the residential address or place of business last known to Harvestime and will be deemed to have been received on the second business day following the day on which it was posted and will be effective even if it is returned undelivered to Harvestime.
 20. No failure to exercise and no delay in exercising, on the part of Harvestime, any right or remedy under this guarantee will operate as a waiver. No single or partial exercise of any right or remedy will preclude any other or further exercise of that or any other right or remedy.
 21. The rights and remedies provided to Harvestime in this guarantee are cumulative and are not exclusive of any rights or remedies provided by law.
 22. Any provision in this guarantee which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this guarantee or affecting the validity or enforceability of that provision in any other jurisdiction.
 23. The continuing guarantee hereby created shall remain in full force and effect and shall not be discharged until the expiry of not less than 7 months from the date of receipt of the last payment by Harvestime from the Customer and/or Guarantor(s) in satisfaction of any monies due to Harvestime.

EXECUTED AS A DEED the

day of

20

Signed as a deed by the said **Guarantor 1**

In the presence of:

Signature

Witness' Signature

Name of Guarantor

Witness' full name

Address of Witness

Signed as a deed by the said **Guarantor 2**

In the presence of:

Signature

Witness' Signature

Name of Guarantor

Witness' full name

Address of Witness

Signed as a deed by the said **Guarantor 3**

Signature

Name of Guarantor

In the presence of:

Witness' Signature

Witness' full name

Address of Witness