

# Cakes n More

P.O. Box 1470  
RUNAWAY BAY QLD 4216  
45/38 Kendor St  
ARUNDAL QLD 4214  
TEL: (07) 5537 1833 FAX: (07) 5537 1611



**CnM**  
Wholesale Food Distributors

Email: [accounts@cakesnmore.com.au](mailto:accounts@cakesnmore.com.au)  
A.B.N: 11 606 504 390

## APPLICATION FOR CREDIT

### APPLICANT'S DETAILS

Applicants Name \_\_\_\_\_

Trading Name \_\_\_\_\_

ACN \_\_\_\_\_ ABN \_\_\_\_\_

Postal Address \_\_\_\_\_ Postcode \_\_\_\_\_

Business Address \_\_\_\_\_ Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Registered Office Address \_\_\_\_\_ Postcode \_\_\_\_\_

Type of Business \_\_\_\_\_

Type of Company     Soles Trader     Partnership     Company     Other

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Amount of Monthly Credit Required  
(approx) \_\_\_\_\_

**Terms are strictly 14 days from invoice, unless otherwise prior approval from the Bohem Family Trust t/a Cakesnmore.**  
Contact for Accounts/Payments

Queries \_\_\_\_\_

### DETAILS OF DIRECTORS & OWNERS

Name:	Ph:	Fax:
Address:		
Name:	Ph:	Fax:
Address:		
Name:	Ph:	Fax:
Address:		

### TRADE REFERENCES (Must be current Trading Accounts: not COD customers)

1.	PH:	FAX:
2.	PH:	FAX:

## TERMS OF TRADE

1. Should this application be accepted by the Bohem Family Trust hereinafter called Cakes n More the Customer agrees that the credit account shall be subject to the terms of this application!
2. Payment of all accounts is required by the 14<sup>th</sup> day from invoice
3. That should the Customer default in payment of account due under this Agreement, then all monies, including the total amount of invoices presented shall become immediately due and payable to Cakes n More and upon the expiration of 14 days from the date of default Cakes n more shall be entitled to charge interest at the rate of 5% per month on all overdue accounts from the due date until the date of actual payment by the Customer.
4. The customer shall indemnify Cakes n More for all costs, fees, commission charges and disbursements charged by any mercantile agent or solicitor engaged for the purpose of collection or recovery of monies due and payable by the Customer.
5. Notwithstanding the delivery of the goods or part thereof the goods remain the sole and absolute property of Cakes n More as full legal and equitable owner until such time as the Customer shall have paid Cakes n More the full purchase price The Customer acknowledges that he receives possession of and holds goods delivered by Cakes n More solely as bailee for Cakes n more, until such time as the full price thereof is paid to Cakes n More together with full price of any other goods from Cakes n More
6. Records shall be kept by the Customer of any goods owned by Cakes N More shall be separately recorded in the books of the Customer and kept in such a state to be readily identified as Cakes n More property.
7. If the Customer does not pay for any goods on the due date then Cakes n More is hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever.
8. On retaking possession of goods Cakes n More may elect to refund to the Customer any part payment that may have been made and to credit the Customer's account with the value of the goods less any charge for recovery of the goods to resell the goods.

### AGREEMENT, CHARGE & GUARANTEE

1. Each of us acknowledges that the information provided in this application is the basis for evaluation by Cakes n More of the financial standing and credit worthiness of each of us (and the incorporated body) and do hereby:
  - (a) Certify that the information provided in this Application is true and correct.
  - (b) Authorise Cakes n More to make such enquiries and receive such information from the bankers and business referees mentioned in this Application and otherwise from anyone as Cakes n More may reasonably consider necessary.
  - (c) Acknowledge that Cakes n More has informed me/us in accordance with the Privacy Act 1988 as amended, that certain items of personal information, including an opinion, about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies.
  - (d) In accordance with the Privacy Act 1988 as amended:-
    - i. Agree to Cakes n More obtaining from a business which provides information about commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for the purpose of assessing this application or assessing whether to accept me/us as guarantors as the case may be.
    - ii. Authorise Cakes n More to exercise my/our rights to access to my/our credit information files and credit reports.
  - (e) Agree that Cakes n More may give to and seek from any credit providers (whether or not named in this application) reports and information that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes.
    - i. to assess an application by me/us for credit or commercial credit;
    - ii. to notify other credit providers of a default by me/us;
    - iii. to exchange information with other credit providers as to the status of my/our account where I am/we are in default with Cakes n More or other credit provider;
    - iv. to assess my/our credit worthiness or commercial credit worthiness at any time;
    - v. to assess whether to accept me/us as guarantors or to continue supplying credit to the Customer.
  - (f) Agree that Cakes n More may seek from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for or provided to the applicant. Agree that these authorisations shall continue to have effect for the duration of the period during which credit or commercial credit is provided or sought by the Customer from Cakes n more.
2. We jointly and each of us severally (and if the Customer or any guarantor is an incorporated body, then each incorporated body) do hereby charge all of you real property both present and future and wheresoever situate with the amount of our indebtedness to the Customer from time to time and each of us shall immediately upon demand being made on us by Cakes n More sign all documents and do all things that Cakes n More may reasonably require to be signed and done to further secure to Cakes n More the amount of such indebtedness to Cakes n More including such guarantee and or

indemnity instruments in such terms as are required by Cakes n More before or after approval of credit by Cakes n More and each of us hereby irrevocably appoint Cakes n More each successor of Cakes n More, each assignee to Cakes n More and each of them severally to be the duly constituted attorney of each of us to execute in our several names and as our several acts and deeds such consents to such caveats as Cakes n More may wish to lodge against any dealings in any real property in any Titles Offices. "Real Property" includes estates and interests including leaseholds.

3. If the Customer is an incorporated body, in consideration of and as an essential condition of the acceptance of this application by Cakes n More we do jointly and severally with the incorporated body in our own names:
  - (a) Accept liability to Cakes n more for the payment as principal debtor of all monies owned by the incorporated body to Cakes n More from time to time and waive all rights as mere surety which may be inconsistent therewith.
  - (b) Bind the incorporated body and warrant our authority to bind the incorporated body.
4. In consideration of Cakes n More agreeing to grant credit facilities to the Customer we the undersigned do hereby jointly and severally guarantee payment of the Customer account and all monies now and hereafter owed by the Customer to Cakes n More and agree to be bound by the terms and conditions contained in this Application form and that Cakes n More may at all times act as if were the principal debtor.
5. In the case of a Trustee Company, we acknowledge that the Trustee shall be liable on the account and that in addition the assets of the Trust shall be available to meet payment of the account.
6.
  - (a) Unless varied by notice in writing by Cakes n More this Agreement and every variation amendment or special term of this Agreement and all matters arising from the relationship of Cakes n More and the Customer shall be interpreted and governed in accordance with the laws of the State of QLD notwithstanding that the products sold by Cakes n More to the Customer may be delivered outside that state or the Agreement for supply may be found to have been outside that state.
  - (b) The Customer submits to the exclusive jurisdiction of the Courts in the state referred to in clause 5(a) or such other state or territory as Cakes n More may from time to time notify in writing to the Customer.
  - (c) The parties to this Agreement agree that proceedings may be commenced in any Court in the state or territory having jurisdiction by virtue of clause 6(b) and consent to that Court having jurisdiction notwithstanding that the Court would not have such jurisdiction with this consent.
7. In the event that the whole or any part or parts of any provisions in this Agreement should be held to be void or unenforceable in whole or in part such provision or part thereof shall to that extent be served from these terms and conditions, but the validity and enforceability of the remainder of these terms and conditions shall not be affected.

We hereby acknowledge, affirm and agree that we have read, fully understood and comprehend the Terms and Conditions contained in this Application.

## SHOULD BE SIGNED BY ALL DIRECTORS AND EACH SIGNATURE SHOULD BE WITNESSED

<b>Signed</b>	<b>Witnessed By</b>
<b>Print Name</b>	<b>Print Name</b>
<b>Date</b>	<b>Date</b>

<b>Signed</b>	<b>Witnessed By</b>
<b>Print Name</b>	<b>Print Name</b>
<b>Date</b>	<b>Date</b>

<b>Signed</b>	<b>Witnessed By</b>
<b>Print Name</b>	<b>Print Name</b>
<b>Date</b>	<b>Date</b>

<b>Signed</b>	<b>Witnessed By</b>
<b>Print Name</b>	<b>Print Name</b>
<b>Date</b>	<b>Date</b>

Credit card # \_\_\_\_\_

Expiry \_\_\_/\_\_\_ CCV \_\_\_\_\_ Name on card \_\_\_\_\_

If the Director's guarantee is not signed, we require a current business credit card to be kept on file by Cakes N More as security. Please complete either of the above options.

### PRIVACY ACT CLAUSE

1. Under Section 18E(8) of the Privacy Act Cakes n More is allowed to give a credit reporting agency personal information about your Credit Application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:-
  - (a) Identity particulars;
  - (b) The fact you have applied for credit and the amount;
  - (c) The fact that Cakes n More is a current provider to you;
  - (d) Payments which become overdue more than 60 days, and for which collection action has commenced;
  - (e) Advice that payments are no longer overdue;
  - (f) Cheques drawn by you which have been dishonoured more than once;
  - (g) In specified circumstances, that in the opinion of Cakes n More you have committed a serious credit infringement;
  - (h) That credit provided to you by Cakes n More has been paid or otherwise discharged.
2. If Cakes n More considers it relevant to access my/our application for commercial credit, I/we agree to Cakes n More obtaining a credit report agency a credit report containing personal credit information about me/us in relation to commercial credit provided.
3. If Cakes n More considers it relevant to assess my/our application for commercial credit, I/we agree to Cakes n More obtaining a credit report agency a credit report containing personal credit information about me/us in relation to commercial credit provided.
4. I/We agree that Cakes N More may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the borrower (named below).
5. If Cakes n More considers it relevant to collecting overdue payments in respect of commercial credit provided to me. I/we agree Cakes n More receiving from a credit reporting agency, a credit report containing personal information about me/us in relation to collecting overdue payments.
6. I/We agree that Cakes n More may give to and seek from any credit providers named in this credit application and any credit providers that may be named in credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

( Acknowledged by the individual )

SIGNED \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

We, the said \_\_\_\_\_ and \_\_\_\_\_  
(Name of Director/owner) (Name of Director/owner)

Company Directors in consideration of **Cakes N More** (the Creditor)

Granting credit to \_\_\_\_\_ (the Debtor)

HEREBY JOINTLY AND SEVERALLY irrevocably guarantee to the Creditor the due payment of all amounts owing by the debtor and IT IS AGREED that this guarantee shall be a continuing guarantee and shall not be in any way waived or affected by any time or indulgency granted by the Creditor to the Debtor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNED by the said \_\_\_\_\_ and \_\_\_\_\_  
(Name of Director/ owner) (Name of Director/ owner)

(Signature)..... (Signature).....

(Witness)..... (Witness).....

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Cakes n More Office (Use Only)

RECOMMENDED BY: NAME \_\_\_\_\_

SIGNED \_\_\_\_\_ POSITION \_\_\_\_\_

APPROVED BY:

NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_ POSITION: \_\_\_\_\_

CREDIT LIMIT APPROVED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_