

# NEW CUSTOMER APPLICATION FORM

MANDATORY FIELDS DENOTED WITH \*

## Business Type\*:

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Café/Restaurant         | <input type="checkbox"/> Caterer     |
| <input type="checkbox"/> Car dealership          | <input type="checkbox"/> Sports Club |
| <input type="checkbox"/> RSL Club/Pub            | <input type="checkbox"/> Hair Salon  |
| <input type="checkbox"/> Hospital/Health Service | <input type="checkbox"/> Hotel       |

## Business Entity\*:

- |  |                                |
|--|--------------------------------|
| <input type="checkbox"/> Incorporated Company    | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Sole Trader/Partnership |                                |

Registered Business Name\*:

Trading Name: (if differs to above)

ABN\*:

ACN:

Business Address\*:

  


Postal Address:

  


Delivery Address\*:

  


Business Phone\*:

Business Website:

Business Email\*:

Accounts Phone:

Accounts Payable Contact:

Accounts Email:

How did you hear about Bite Size Group?

- |   |   |
|---|---|
| <input type="checkbox"/> Sales Rep              | <input type="checkbox"/> Another Customer |
| <input type="checkbox"/> Internet               | <input type="checkbox"/> Used Previously  |
| <input type="checkbox"/> Other (Please specify) | <input type="text"/>                      |

## Proprietor/Director Details\*:

Full Name:

Home Address:

  


Phone/Mobile:

## Payment Method:

Bite Size Group Pty Ltd offer 14-day credit terms.

Should your business require alternative terms, please don't hesitate to raise this with your Account Manager who will put in a request to the accounts department. If we can accommodate your request, we will.

Please note that 30 Days EOM or 60 Days Credits Terms are not offered.

### Credit Card\*

If your business type is Café/Restaurant, Caterer or Hair Salon and you are a new business, or have been trading for less than 6 months, your only option for payment will be credit card.

- \* A credit card decline fee of \$5 will apply if your payment is not successful

### Direct Deposit

Account Name: Bite Size Group Pty Ltd

BSB: 012 087

Account No.: 222 377 516

For this method of payment, you must provide a remittance advice by email to [accounts@bitesizegroup.com](mailto:accounts@bitesizegroup.com).

## DECLARATION BY/FOR AND ON BEHALF OF THE APPLICANT

- I/We declare and warrant that the applicant/s are neither bankrupt nor insolvent and have not committed any act of bankruptcy nor traded whilst insolvent within the previous 3 years.
- I/We authorise the Company to conduct such credit and financial checks on the Client (and any guarantors) as deemed necessary at any time, and consent to such checks for the purposes of the Privacy Act 1988 (Cth), and consent to disclosure of such information to a credit reporting or recovery agents.
- I/We acknowledge and agree to the *General Terms of Trade* that accompanies this Application for Credit and agree to be bound by the *General Terms and Conditions of Trade* upon signing the document.
- I/We acknowledge that the Client and each of the Guarantors have received a complete and legible copy of this Agreement and Terms and Conditions before signing it.
- I acknowledge and warrant that I am duly authorised to sign and make this application.
- I acknowledge that I have read and understood the terms and conditions attached to this application.

Signature of Applicant\*:

Print Name\*:

Date\*:

*In submitting this document, I/we acknowledge the Terms and Conditions of Supply\* and Privacy Policy Statement\* of Bite Size Group. We acknowledge that all information provided is truthful and that we will be held liable for any errors. \* Please note: Bite Size Group reserves the rights to change these Terms and Conditions without notice.*



# TERMS AND CONDITIONS OF SUPPLY

## BITE SIZE GROUP RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS WITHOUT NOTICE

Please read the following very carefully, because by placing an order for goods with Bite Size Group, you are acknowledging and agreeing to abide by the following terms and conditions or those applicable at the time;

### TERMS & CONDITIONS

#### 1. Interpretation

1.1 In these terms and conditions:

(a) "The Company" means the entity stated in the Application for Credit and any related body corporate as defined in the Corporations Act 2001 (Cth) and its successors and assigns.

(b) "Client" means the entity stated in the Application for Credit, its successors and assigns and any other person offering to contract with the Company on these terms and conditions or, where such person is acting in the course of employment, such persons as employer.

#### 2. Agents

2.1 The Company shall be at liberty to retain any of its authorised agents or any other entity it sees fit and at the sole discretion of the Company and the Client consents to disclosure of information about the Client or its contacts to these agents.

#### 3. Title of Property

3.1 In relation to goods supplied to the Client, ownership and property in the goods vests absolutely with the Company and does not pass to the Client UNTIL the Client:

(a) Pays for the goods in full;

(b) Pays in full all other monies owing or unpaid by the Client to the Company including monies in respect of goods previously or subsequently supplied to the Client by the Company.

3.2 In relation to goods supplied to the Client for which payment in full has not been received:

(a) The relationship between the Client and the Company shall be fiduciary;

(b) The Client will hold those goods as bailee for the Company;

(c) Where the Client sells those goods, the Client does so as fiduciary agent of the Company;

(d) When new goods or objects are formed with the Company's goods into other products or the goods are affixed to other objects, the Company will be given full ownership of such new goods or objects;

(e) Where the goods are disposed of, the monies resulting from the disposal and all other proceeds received in respect of the goods, including insurance proceeds will be kept separately in trust for the Company;

(f) Where the goods are disposed of, the Client may only dispose of the goods in the ordinary course of its business on commercially reasonable terms;

(g) The Client undertakes that until it delivers the goods to a third party, it will store the goods on its premises separately from its own goods, or those of any other person, and in a manner which makes the goods readily identifiable as the Company's goods.

#### 4. Transactions contemplated by this Agreement

4.1 The Company's tender of delivery of goods and services under this Agreement is a condition of the Client's duty to accept the goods or services provided and, unless otherwise agreed, the Client's duty to pay for them.

#### 5. Disputes

5.1 If the Client disputes any goods sold or services supplied by the Company are faulty or defective or disputes the Invoices the Company has issued, the Client must notify their reasons in writing to the Company within 14 days of the Invoice date, failing which the Client loses any right to dispute the quality of the goods, services or quantum of.

#### 6. Whole Agreement

6.1 These terms and conditions together with the Application for credit agreement embody the whole agreement between the parties and, subject to the express terms contained in any written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

#### 7. Payment

7.1 The Client agrees to pay all amounts due in clear funds within the Company's agreed timeframe but no later than 30 days from the date of invoice. The Client agrees that if it fails to pay in accordance with this clause, the Company may:

(a) Charge a late payment fee of 2% on all amounts paid after the due date;

(b) Charge interest on debts at 20% per annum for amounts outstanding for more than 90 days

(c) Charge a dishonour handling fee in the amount of \$95.00;

(d) Recover all collections costs and expenses incurred in collecting overdue accounts on an indemnity basis;

(e) Withhold supply;

(f) Sue for the money owing on the goods or services provided.

7.2 In the event where this agreement has been entered into by more than one party each party shall be jointly and severally liable for any amounts overdue.

(g) A credit card decline fee of \$5 will apply if your payment is not successful

#### 8. Default

8.1 The Client will be in default if the Client does not pay any monies payable when called upon so to do the Client and the Guarantor jointly and severally acknowledge and agree that the Company is authorised to contact a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of either the Client or the Guarantor or both.

8.2 The Client and the Guarantor jointly and severally authorise the Company to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

8.3 The Company reserves the right to report a Client's delinquent account to a credit reporting agency should payment remain outstanding for more than 60 days. In addition, the Company may refer the outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Client acknowledges and agrees to pay debt collection charges to be calculated at not less than 20% plus GST and will be incurred on the day the Company refers the matter to their nominated debt collection agency. The client shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own client or indemnity cost basis.

#### 9. Right to amend terms and conditions

9.1 The Company reserves the right to amend terms and conditions of this agreement by giving the Client notice in writing of the amended terms and conditions to the Client's address as specified on the face of this agreement or as notified by the Client from time to time. The Client is deemed to accept any amended Terms and Condition unless it notifies the Company in writing within seven days of its objection to the proposed amendment to the Terms and Conditions.

#### 10. Set-off

10.1 The Client agrees that:

(a) The Company may set-off any credit amount that the Company owes to the Client against any debt due by the Client to the Company at the Company's sole discretion;

(b) The Client is not entitled to withhold payment of any money in respect of any alleged set-off or claim the Client might have against the Company.

#### 11. Severance and Waiver

11.1 If any part of this agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severed from the agreement and the severed part will not affect the validity and enforceability of any remaining provisions. Any waiver of the Company's right under this agreement must be in writing and signed by an authorised representative of the Company.

#### 12. Jurisdiction

12.1 The agreement shall be deemed to have been made in NSW and shall be interpreted in accordance with the Laws of NSW, Australia, and the parties submit to the exclusive jurisdiction of the NSW Courts.

#### 13. Consumer Credit Code

13.1 The Client and Guarantors declare that the credit to be provided is to be applied wholly or predominantly for business purposes and not for personal, domestic or household purposes.

#### 14. Change of Ownership

Changes in Company structure, control and/or the ownership must be notified in writing at least seven working days prior to change date. Failure to do so will NOT terminate current account contract, ad will result in further orders being payable by you