



## APPLICATION FOR CREDIT

**Applicant Details**

Sole Trader          Partnership          Company          Trust

Company Name \_\_\_\_\_

ABN \_\_\_\_\_ Registered for GST Yes/No

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

Main Business Activity \_\_\_\_\_

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

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

Telephone No \_\_\_\_\_ Facsimile \_\_\_\_\_

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

BSB \_\_\_\_\_ Account No \_\_\_\_\_

Accountant \_\_\_\_\_

Monthly Credit Requirement \_\_\_\_\_

Full Name of Owner/Director/Partner \_\_\_\_\_

Private Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Telephone \_\_\_\_\_

Full Name of Owner/Director/Partner \_\_\_\_\_

Private Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Telephone \_\_\_\_\_

Full Name of Owner/Director/Partner \_\_\_\_\_

Private Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Telephone \_\_\_\_\_

Is the applicant or any partner,director or shareholder of the business :

a) A discharged bankrupt?          Yes/No          (if yes,attach details of discharge)

b) An Undischarged bankrupt?          Yes/No          (if yes,attach details)

**Trade References**

1) Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No \_\_\_\_\_ Facsimile No \_\_\_\_\_

Monthly Purchases \$ \_\_\_\_\_



Trade References Cont.

2) Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No \_\_\_\_\_ Facsimile No \_\_\_\_\_  
 Monthly Purchases \$ \_\_\_\_\_

3) Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No \_\_\_\_\_ Facsimile No \_\_\_\_\_  
 Monthly Purchases \$ \_\_\_\_\_

Terms of Trade

I/We hereby apply for the opening of a credit account & provide the above information in its support.

I/We understand the trading terms are strictly 30 days from the last day of the month to which the invoice/statement relates and payment must received on or before the last working day of the following month.

I/We undertake to pay all accounts by the due date and acknowledge that if the account becomes overdue, credit may be suspended, cancelled or the trading terms may be altered. Interest at the rate of 2% per month will be added to accounts when the account exceeds the 30 day trading terms.

My signature below acknowledges I understand this fact and agree to pay any interest charge placed on my account for late payment.

I confirm that I am authorized to sign this application on behalf of the applicant and that the information given is true and correct to the best of my knowledge.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Signed, Sealed & Delivered by

Name	_____	Name	_____
Position	_____	Position	_____
Signature	_____	Signature	_____
Witness Name	_____	Witness Name	_____
Witness Signature	_____	Witness Signature	_____

**TUSA DIVE, PO BOX 1276 CAIRNS QLD 4870 AUSTRALIA**  
 FAX: 61 7 4047 9110 Email: info@tusadive.com



**GUARANTEE & INDEMNITY** (Please complete by directors/proprietors)

1. We,..... the undersigned (“the Guarantors”) herby jointly and severally unconditionally and irrevocably guarantee to Yambay Pty Ltd T/A Tusa Dive Charters as and for its own debt:
  - a) the due and punctual payments by .....[insert applicant name] (“the debtor”) of all monies now due to which shall become due by the debtor to Yambay Pty Ltd in respect of or incidental to bookings or other debts.
  - b) the due and punctual performance and observance by the debtor of all terms and conditions in the attached account application form (“the form”).
2. The Guarantors jointly and severally indemnify and shall continue to indemnify upon demand Yambay Pty Ltd against and in respect of all actions, demands, losses, damages and costs and expenses of every description caused or contributed to be the debtor’s failure to strictly discharge and obligation pursuant to the form of in respect of bookings and/or debts. The Guarantors’ liability under this clause 2 separate from and in addition to the Guarantors’ liability under clause 1.
3. The Guarantors jointly and severally undertake and agree with Yambay Pty Ltd that the Guarantors will (notwithstanding that Yambay Pty Ltd may not have made demand for or taken any other action to recover the monies owed from the debtor) immediately upon demand by Yambay Pty Ltd upon default by the debtor pay to Yambay Pty Ltd the monies owed.
4. The Guarantors’ liability under this deed shall not be affected by the fact that any other person who is intended to execute it or any one of them has not done so or has not done so effectively or by the discharge under any principle of law or equity or any person who is Co-guarantor.

The liability of the Guarantors under this deed shall not be abrogated, prejudiced, affected or discharged by, including but not limited to, the following:

- a) The granting to the Guarantors (or any one of them) or the debtor of any time credit or forbearance of any other indulgence concession or consideration;
- b) The monies payable not being or ceasing to be recoverable from the debtor for any reason other than that they have been paid in full;
- c) Any variation, exchange, renewal or modification of the terms of this deed or any other agreement, arrangements or understanding between any one or more of Yambay Pty Ltd, the Guarantors, the debtor of any other person, whether with or without the consent of the Guarantors;
- d) The death of the Guarantors or any one or more of them;
- e) The release of any of the Guarantors under this deed or otherwise;
- f) The waiver by Yambay Pty Ltd of any failure by the debtor to observe or perform any terms or conditions of the form;
- g) The assignment of purported assignment of the debtor of Yambay Pty Ltd of their respective rights and interests under the form or any part thereof.

The Guarantors waive all and any rights they may otherwise have at law, in equity or otherwise which are or may be inconsistent with Yambay Pty Ltd’s rights hereunder or pursuant to the form.

**Dated this.....day of.....,20.....**

**SIGNED, SEALED & DELIVERED**

**(a) by Director / Proprietor**

**in the presence of**

.....  
(insert full name & position)

.....  
(insert full name of witness)

.....  
(signature)

.....  
(signature of witness)

**(b) by Director / Proprietor**

**in the presence of**

.....  
(insert full name & position)

.....  
(insert full name of witness)

.....  
(signature)

.....  
(signature of witness)