



**BT TRANSPORT & LOGISTICS PTY LTD**

Trading as BT Transport & Logistics, LDJ Logistics and S&S Freight Services



31-41 Kapara Road  
Gillman SA 5013

PO Box 211  
Dry Creek SA 5094

(08) 8169 1300  
www.bttransportlogistics.com.au

ABN 34 114 695 108

# CREDIT APPLICATION

OFFICE USE ONLY  
**Account Code:**

For assistance with completing this form, please contact Helen Massey on (08) 8169 1300 or helen.massey@bttransportlogistics.com.au.

## 1. CUSTOMER

Trading Name:  Please tick as appropriate:

ABN:   Sole Trader

Business Address:   Partnership

Suburb:  State:  Postcode:   Company

Postal Address:   Government body or department

same as above Suburb:  State:  Postcode:

Acc. Contact Name:  Phone:

Acc. Contact Email:

Email Addresses to receive PODs (up to 3 each):

Enclosed with invoice:

From point of delivery:

## 2. "PROPRIETORS / DIRECTORS" DETAILS

Please provide the full name(s) and residential address(es) of sole trader, partners, directors.

Full Name:  Please tick as appropriate:

Phone:   Sole Trader

Residential Address:   Partner

Suburb:  State:  Postcode:   Director

Full Name:  Please tick as appropriate:

Phone:   Partner

Residential Address:   Director

Suburb:  State:  Postcode:

## 3. TRADE REFERENCES

Company	Contact Details
1 <input type="text"/>	Phone: <input type="text"/> Email: <input type="text"/>
2 <input type="text"/>	Phone: <input type="text"/> Email: <input type="text"/>
3 <input type="text"/>	Phone: <input type="text"/> Email: <input type="text"/>

Credit Limit requested:

## 4. APPLICATION FOR CREDIT

The Customer applies for and the Guarantors (if applicable) request the Carrier to open a Credit Account in the name of the Customer and to supply services to the Customer and the Customer agrees to be bound by the Terms and Conditions herein attached.

The Customer hereby declares the above information to be true and correct and is authorised to make this Contract.

Authorised Signature:  Date:

Print Signatory's Name:  Position:



## **DIRECTOR / PARTNER DEED OF GUARANTEE AND INDEMNITY AND CHARGE BY:**

1. The person or persons identified as the guarantor(s) below ("Guarantor"); in favour of BT Transport & Logistics Pty Ltd ABN 34 114 695 108 of 31-41 Kapara Road Gillman SA 5013

### **RECITALS**

A. BT Transport & Logistics Pty Ltd ABN 34 114 695 108 is willing to supply goods and services to the customer on the terms and conditions set out in the attached Terms and Conditions.

B. The guarantor acknowledges that BT Transport & Logistics Pty Ltd ABN 34 114 695 108 is entering into the agreement because of the granting of, and the guarantor expects to derive a commercial benefit from, this guarantee and indemnity and charge.

### **CLAUSES**

1. In consideration of BT Transport & Logistics Pty Ltd ABN 34 114 695 108 at the request of the guarantor entering into the agreement, the guarantor unconditionally guarantees the customer's obligations under the terms and conditions of the agreement.

2. This guarantee:

(a) is a continuing guarantee for the whole of the customer's obligations and is irrevocable and will remain in force and in effect until discharged;

(b) 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;

(c) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising; and

(d) may be enforced against the guarantor without BT Transport & Logistics Pty Ltd ABN 34 114 695 108 first being required to exhaust any remedy it may have against the customer.

3. 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 BT Transport & Logistics Pty Ltd ABN 34 114 695 108 of any guarantor from this guarantee will not affect the liability of any other guarantor.

4. 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 the guarantor from obligations in whole or in part including, without limitation:

(a) a grant to the customer or any other person of any other time, waiver or other indulgence or concession, or the discharge or release of any other security or guarantee held by BT Transport & Logistics Pty Ltd ABN 34 114 695 108;

(b) the insolvency of the customer; or

(c) the change in constitution of customer.

5. 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 agreement both before and (as a separate, independent, obligation) after any judgment.

6. The guarantor shall reimburse BT Transport & Logistics Pty Ltd ABN 34 114 695 108 expenses in connection with the enforcement of, or the preservation of the rights under, this guarantee including legal costs and expenses on a full indemnity basis.

7. The guarantor indemnifies and agrees to keep indemnified BT Transport & Logistics Pty Ltd ABN 34 114 695 108 against all loss and damage suffered or incurred by BT Transport & Logistics Pty Ltd ABN 34 114 695 108 as a result of any default by the customer in any payment under the agreement or the observance or performance by the customer of the covenants and conditions of the agreement.

8. As security for performance of all of the customer's obligations under or in relation to the agreement, the guarantor hereby charges in favour of BT Transport & Logistics Pty Ltd ABN 34 114 695 108 all of the guarantor's right, title and interest now or in the future in any real property or real estate. The guarantor agrees and acknowledges that this charge entitles BT Transport & Logistics Pty Ltd ABN 34 114 695 108 to a caveatable interest now or in the future in such real property or real estate and the right BT Transport & Logistics Pty Ltd ABN 34 114 695 108 to lodge and/or register a caveat over the document of title relevant to such real property or real estate.



**SIGNED, SEALED AND DELIVERED as Guarantor in the presence of:**

Name of Witness (print):	<input type="text"/>	Name of 1 Director / Partner (print):	<input type="text"/>
Date:	<input type="text"/>	Date:	<input type="text"/>
Signature of Witness:	<input type="text"/>	Signature of 1 Director / Partner:	<input type="text"/>
Name of Witness (print):	<input type="text"/>	Name of 1 Director / Partner (print):	<input type="text"/>
Date:	<input type="text"/>	Date:	<input type="text"/>
Signature of Witness:	<input type="text"/>	Signature of 1 Director / Partner:	<input type="text"/>

I / We consent to and authorise BT Transport & Logistics Pty Ltd ABN 34 114 695 108

1. to obtain information about my/our personal or commercial credit worthiness and my/our bank or any trade referee disclosed at the application for credit and any credit provider and credit reporting agency for the purpose of assessing the application for credit, or in connection with any guarantee.
2. to use, disclose, or exchange with other credit providers information about my/our personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor or any person signing), monitor credit worthiness and collect overdue accounts.
3. to disclose the contents of a credit report by a credit reporting agency to BT Transport & Logistics Pty Ltd ABN 34 114 695 108 solicitors or mercantile agents.

I / We hereby agree to abide by the terms and conditions of application for credit of BT Transport & Logistics Pty Ltd ABN 34 114 695 108. In the event of a default in payment, I / We give a continuing personal guarantee of payment and agree to pay all costs including collection fees and legal costs.

PROPRIETOR / AUTHORISED NAME	DATE	PROPRIETOR / AUTHORISED SIGNATURE
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**OFFICE USE ONLY**

Sales Representative:	<input type="text"/>	Date:	<input type="text"/>
Credit Limit:	<input type="text"/>	Comments: <input type="text"/>	
Commencement of Account:	<input type="text"/>		
Account Processed by:	<input type="text"/>		
Account Authorised by:	<input type="text"/>		