



**PORT KEMBLA PORT CORPORATION
APPLICATION FOR CREDIT**

File Ref:
Version:
Issue Date: May 2010

Please complete in BLOCK letters and return to the Port Kembla Port Corporation by fax: 02 4274 0643

1. APPLICANT'S DETAILS

Sole Trader or Partnership: _____
Address: _____
Trading name: _____
Sole Trader/Partners name(s): _____
Date of Birth: _____ Drivers Licence: _____

Company name: _____
Registered office address: _____
Parent Company (if applicable): _____
Company Status: _____ Is the company a trustee for a trust? Yes / No
Bank or branch: _____
Authorised capital: \$ _____ Paid up capital: \$ _____
Director name: _____
Director address: _____
Director name: _____
Director address: _____
Director name: _____
Director address: _____
Annual financial statements (most recent) for the 12 months ended: _____ are attached.
Nature of business conducted: _____
ABN or ACN: _____ Mobile number: _____
Telephone number: _____ Facsimile number: _____
e-mail address: _____
Website: _____
Accounts contact person: _____
Accounts telephone number: _____
Credit limit request: \$ _____ Estimated annual spend: \$ _____

2. TRADE REFERENCES (3 required)

1) Business name: _____
Contact Person: _____ Telephone: _____
2) Business name: _____
Contact Person: _____ Telephone: _____
3) Business name: _____
Contact Person: _____ Telephone: _____

The Applicant authorises the Port of Port Kembla to contact the trade references provided so as to determine the Applicant's credit worthiness

CREDIT TERMS AND CONDITIONS

- a) The Applicant acknowledges and agrees that the Port Kembla Port Corporation's (PKPC) Credit Terms and Conditions ("**Credit Terms**") and the PKPC Schedule of Fees and Charges ("**Schedule of Port Charges**") will form part of any contract between the Applicant and the PKPC that arises out of this Application. Copies of the Credit Terms and the Schedule of Port Charges may be obtained by submitting a request by fax or e-mail to the PKPC office or from the PKPC website at www.portkembla.com.au.
- b) The Applicant acknowledges and agrees that the PKPC can add to or vary the Credit Terms and the Schedule of Port Charges at any time and an Approved Applicant will be automatically bound by the additional terms and variations regardless of whether or not the PKPC has notified or otherwise informed the Approved Applicant of the changes. In this regard, the Approved Applicant acknowledges that it is responsible for checking the Credit Terms and Schedule of Port Charges from time to time to ascertain whether or not additions or variations have been made.
- c) **Accounts are to be settled within 14 days of the date of the invoice.** The PKPC may charge interest on overdue accounts at a rate up to 5% greater than the overdraft reference rate published from time to time by the Commonwealth Bank (as allowed under the Ports and Maritime Administration Act 1995 No 13 S70).
- d) The Approved Applicant must indemnify the PKPC in respect of all costs, legal expenses, commissions and any other miscellaneous costs incurred in collection of outstanding monies due over and above the trading terms.
- e) An Approved Applicant shall not exceed their authorised Credit Limit without prior arrangement.
- f) An Applicant wanting to trade with the PKPC without approved credit may be required to pay for services in advance by cash or by electronic funds transfer (EFT).
- g) If payment for services provided by the PKPC is not received in accordance with the PKPC's credit terms, the PKPC is empowered to detain the vessel or hold goods of the Approved Applicant until payment has been received or an agreement for payment has been authorised by the Chief Executive Officer.
- h) Without limiting the PKPC's other rights and powers in any way, the Applicant acknowledges and agrees that the PKPC may insist on the provision of guarantees, bonds or other securities from the Approved Applicant during any contract period that arises as a result of this application.
- i) The Applicant acknowledges that nothing in these conditions shall prevent the PKPC requiring immediate payment of any sum due to the PKPC and the PKPC shall at all times be entitled to cancel any credit account without giving notice if the Approved Applicant breaches any of the Credit Terms and Conditions.
- j) The Applicant acknowledges that nothing in any contract arising out of this Application will in any way diminish the PKPC's rights and powers under the Ports and Maritime Administration Act 1995 No 13 S70.

The Applicant requests that the PKPC open an account in the Applicant's name to operate for all charges for services and/or goods supplied by the PKPC to the Applicant. The Applicant warrants that the information contained in this application to be true and correct and has read the Credit Terms and Conditions and agrees to abide by the Credit Terms and Conditions. The Applicant warrants that the Applicant is not bankrupt or insolvent at the time of making this agreement and that the person(s) whose signature(s) appear below have the authority to sign this application on behalf of the Applicant.



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Statement by Applicant(s) for Credit

Each Applicant must also read the following information before signing in the space provided below.

1. Agreement that PKPC may seek consumer credit information [Section 18, Privacy Act 1988]

If PKPC considers it relevant to assessing this Application for commercial credit, the Applicant agrees to the PKPC obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant in relation to commercial credit provided by PKPC.

2. Exchanging information with other credit providers [Section 18, Privacy Act 1988]

The Applicant agrees that the PKPC obtaining information about the Applicant from other credit providers, whose names the Applicant may have provided to the PKPC or that may be names in a credit report, for the purpose of assessing this application for commercial credit made to PKPC.

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit [Section 18, Privacy Act 1988]

The Applicant agrees that the PKPC may obtain a consumer credit report about the Applicant from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Applicant.

Execution of Application for Credit

Directors, or Company Secretary (in accordance with Section 127 of the Corporations Act 2001) or Partners or Sole Trader or Individual

Signature: _____ Date: ____/____/____
Name: _____ Position: _____

Signature: _____ Date: ____/____/____
Name: _____ Position: _____

Signature: _____ Date: ____/____/____
Name: _____ Position: _____

Affix Company Seal (if applicable):

Office use only

Comments: _____

Application: Approved / Rejected (circle whichever is applicable) Date: ____/____/____

Signed: _____ Name: _____ Position: _____