



CUSTOMER CREDIT APPLICATION

13 Rivervale Street , Ormeau, Qld 4208

✉ guy@walkaboutworkshop.com.au

R.T.A no AU45737

☎ 61 448 886 392

✉ admin@walkaboutworkshop.com.au

Company Name _____

Trust Name _____

Street address 1 _____

Postal Address 1 _____

Street address 2 _____

Postal Address 2 _____

Street Suburb _____

Postal Suburb _____

Street State _____

Postal State _____

Street Postcode _____

Postal Postcode _____

Phone 1 _____

Fax _____

Phone 2 _____

Email _____

Mobile _____

Web _____

Preferred Method of Contact _____

Australian Business Number _____

Contact 1

Contact 2

First Name _____

First Name _____

Last Name _____

Last Name _____

Position _____

Position _____

Phone _____

Phone _____

Email _____

Email _____

Contact 3

First Name _____

Bank _____

Last Name _____

Branch _____

Position _____

Account Number _____

Phone _____

Email _____

Credit Limit Required: \$ _____

Credit References (Please supply three trade references, we do not accept fuel, tyre or finance)

1	Name _____	Phone _____
	Address _____	Fax No _____
2	Name _____	Phone _____
	Address _____	Fax No _____
3	Name _____	Phone _____
	Address _____	Fax No _____

TERMS AND CONDITIONS OF TRADE

1. Any quotation made by Walkabout Workshop is not an offer to sell or provide goods or services. Walkabout Workshop shall not be bound by any order given in pursuance of any quotation until it is accepted in writing and or purchase order number. All orders are subject to acceptance by Walkabout Workshop withing thirty (30) days of receipt.
2. Walkabout Workshop accepts no responsibility for loss or damage to customer's goods.
3. Any date quoted for delivery or service is an estimate only.
4. Unless otherwise agreed in writing, pament terms are nett cash thirty (30) days from the end of the month in which the goods are invoiced to the customer.
5. This terms as to the payment shall be of the essence of this contract.
6. The customer shall pay the price of any goods or services supplied by Walkabout Workshop and and any GST addition to the price.
7. Notwithstanding the delivery of the goods or services or part thereof, the goods remain the sole and absolute property of Walkabout Workshop as full legal and equitable owner untill such time as the customer shall have paid Walkabout Workshop the full price together with the full price of any goods, then the subject of any other contract with Walkabout Workshop.
8. Unless otehrwise agreed in writing, risk in the goods or services shall pass to the customer at the time when the goods have been placed on the vehicle which is to effect delivery from Walkabout Workshop store or warehouse.
9. Walkbout Workshop shall not be liable for any loss or damage whatsoever and however arising weather direct or indirect or consequential or in respect of any claim whenever and however made for any loss or damage, deterioration, deficiency or other fault or harm in the goods or services provided by or on behalf of or in any arrangement with Walkabout Workshop

or occasioned to the customer or any third party or to his or their property or interest and weather or not due to the negligence of Walkabout Workshop, its servants or agents.

10. As soon as any of the facts or matters which form of any part of any claim or complaint whatsoever become known to the customer, the customer shall within fourteen (14) days notify Walkabout Workshop in writing of the same.
11. Walkabout Workshop shall not be liable in any circumstances for any defects or damaged casued in whole or in part by misuse, abuse, neglect, improper application, repair or alteration done (other than by Walkabout workshop) or accident.
12. A customer shall pay to Walkabout Workshop interest of 1.5% per month on daily balances in respect of any amounts as may from time to time be overdue untill paid and such money together with all interest shall be recoverable forthwith from the customer and as liquidated debt.
13. This contract for the supply of the goods and services is deemed to have been entered into in the state of Queensland. Any legal action arising out of or in respect of the contract and/or the interpretation thereof shall be brought only in the Courts of Brisbane in the State of Queensland and the customer irrevocably submits itself to the jurisdiction of the Courts of Brisbane in the State of Queensland.

SIGNED THIS DAY OF 20.....

SIGNATURE OF AUTHORISED OFFICER OF APPLICANT: _____

PRINT NAME OF AUTHORISED OFFICER: _____



CUSTOMER DEED OF GUARANTEE AND INDEMNITY

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TO: Walkabout Workshop

Whereas in consideration of Walkabout Workshop agreeing to supply to the person who is named as "the Applicant" on the credit application annexed hereto (hereinafter called "the Customer") with goods and/or services from time to time, I/we the undersigned (referred to as "the Guarantor")

HEREBY JOINTLY AND SEVERALLY agree with Walkabout Workshop as follows:

1. To guarantee and to be answerable to Walkabout Workshop for the due payment by the customer of all monies now or from time to time hereafter owing to or unpaid to Walkabout Workshop on any account or any matter whatsoever by the customer either directly or indirectly and either alone or jointly with any other person, firms and/or corporation, and including but without limiting the generality of the foregoing, any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by Walkabout Workshop in enforcing payment by the customer of any such monies.
2. This guarantee shall constitute a continuing guarantee to Walkabout Workshop for all monies which are now or may from time to time be owing or remain unpaid and shall not be affected by:
 - 2.1 any variation or novation of the agreement between Walkabout Workshop and the customer extending credit to the customer or any other charges to the terms of such agreement, including any extension to the credit limit applied for by the customer and approved by Walkabout Workshop from time to time (and whether or not such agreed credit limit is exceeded at any time without approval by Walkabout Workshop);
 - 2.2 the winding-up of the customer or the entry by the customer into a Deed of Company Arrangement whereby any debts due and owing by the customer to Walkabout Workshop is extinguished or otherwise not recoverable;
 - 2.3 any time or other indulgence granted by Walkabout Workshop to the customer or by any arrangement entered into whereby Walkabout Workshop are in any way modified or abrogated and no notice of the granting of any time or indulgence or of the entering into any arrangement need be given to the guarantor;
 - 2.4 termination of the agreement between Walkabout Workshop and the customer for the provision of credit on account of the customer failing to inform Walkabout Workshop of any changes in ownership of the customer's business, share holding or control in which event the guarantor agrees to guarantee all monies due and owing by any third party to Walkabout Workshop as a result of the continuance of supply of goods and services to the customer or the third party under the customer's account until notification of such change has been given to Walkabout Workshop and a new written agreement for the provision of credit has been entered into with the third party (including a guarantee and indemnity in the same terms as set out herein);
 - 2.5 the payment by the customer of monies to Walkabout Workshop which are rendered void pursuant to the laws relating to bankruptcy, liquidation or administration of companies and no release, settlement or discharge which may have been given or made on the faith of such payment shall affect Walkabout Workshop right to recover such monies from the guarantor;
 - 2.3 any legal limitation, disability or incapacity of the customer or any other circumstances whatsoever and any monies may be recoverable from the guarantor as principal debtor.
3. The guarantor hereby indemnifies Walkabout Workshop in respect of all amounts payable by the customer to Walkabout Workshop on account of goods and/or services supplied by Walkabout Workshop to the customer, and all costs and interest which the customer may be required to pay Walkabout Workshop, and the indemnity hereby given is a separate covenant and shall not be affected by the appointment by the customer of an administrator under the provisions of the Corporations Law or any Deed of Company Arrangement entered into by the customer.
4. The guarantor shall be liable to Walkabout Workshop for all legal costs (on a solicitor and own client basis) and the costs of any mercantile agents in respect of proceedings for recovery under this guarantee.

5. It is expressly declared that notwithstanding the fact that this Deed of Guarantee and Indemnity may be intended or expressed to be executed and given by more than one person, the same shall in fact be a valid and effectual guarantee against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such a person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
6. The guarantor hereby charges all property, both equitable and legal, of the guarantor in respect of any monies that may hereinafter be owing to Walkabout Workshop under this guarantee by the guarantor or otherwise and hereby authorise Walkabout Workshop or its solicitors to execute any concent from as its attorney fro the purpose of registering a caveat over any real property owned by the guarantor at any time.
7. This guarantee and tehconstruction and interpretation of it shall be goverened by the laws of the State of Queensland in force for the time being and from time to time, and the parties to this Deed of Guarantee and Indemnity irrevocably submit unconditionally to the jurisdiction of the Courts of Brisbane in the State of Queensland in respect of all claims, proceedings and matters arising out of or in respect to this Deed of Guarantee and Indemnity.
8. In this guarantee, unless the context otherwise requires, the singular includes the plural and vice versa, any gender includes each of the other genders, and words importing persons include firms, unincorporated bodies and corporations.

SIGNED, SEALED AND DELIVERED THIS _____ day of _____ of 20_____.

Signature of Guarantor: _____

Signature of Witness: _____

Print Full Name _____

Print Full Name _____

Address: _____

Address: _____

Signature of Guarantor: _____

Signature of Witness: _____

Print Full Name _____

Print Full Name _____

Address: _____

Address: _____

MPORTANT NOTICE: YOU MAY WISH TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DEED