



ABN: 45 150 845 015

Telephone: 98474 000
Fax: 98474 333
PO BOX 501 Albany WA 6331
admin@grandefoods.com.au

ACCOUNT APPLICATION

Business name: _____

Legal entity name: _____

ABN: _____ ACN: _____

Postal Address: _____ Suburb: _____ State: _____ Postcode: _____

Delivery Address: _____ Suburb: _____ State: _____ Postcode: _____

Business Telephone No: _____ Fax: _____

E-mail: _____

Date business established: ___/___/_____

Name and contact details of Directors/Partners:

1. Name: _____
Home Address: _____

Home Phone: _____
Drivers Licence: _____

2. Name: _____
Home Address: _____

Home Phone: _____
Drivers Licence: _____

3. Name: _____
Home Address: _____

Home Phone: _____
Drivers Licence: _____

4. Name: _____
Home Address: _____

Home Phone: _____
Drivers Licence: _____

Accounts Contact:

Name: _____
Email: _____
Phone: _____

Orders Contact (Chef/Manager):

Name: _____
Email: _____
Phone: _____

Type of business: Café Catering Retail Take Away Accommodation School Restaurant Other

Have you or any of your affiliates had credit from us before?

Yes No If yes, under whose name? _____

REFERENCES

Name of supplier 1: _____

Address: _____

Contact number: _____

Name of supplier 2: _____

Address: _____

Contact number: _____

SIGNATORY

Signature: (by an authorised signatory): _____

Position: _____

Date: _____

Name of person enabled TO ACT on your behalf (Manager/Chef): _____

Position: _____ Telephone: _____

Please attach a Business Card:



Office Use Only
Debtor Code _____
Reference 1: _____
Reference 2: _____
Veda: _____
Review Date: _____
Processed:
Date: / /
Name: _____

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of BEAR TILL PTY LTD trading as GRANDE FOOD SERVICE ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

PRINT LEGAL BUSINESS NAME: _____ ("the Buyer")

1.1 Definitions

The following definitions apply in this document:

Guaranteed Money means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the Buyer to the Seller on any account at any time, whether present or future, actual or contingent or incurred alone, jointly, severally or jointly and severally and without regard to the capacity in which the Buyer is liable.

Guaranteed Obligations means the obligations of the Buyer to pay the Guaranteed Money and all its other obligations to the Seller (monetary or non-monetary, present or future, actual or contingent) arising under or in connection with the supply of goods by the Seller to the Buyer as set out in clause 3 of this agreement.

1.2 Multiple parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

2. Guarantee

2.1 Obligations guaranteed

In consideration of any financial accommodation that the Seller may make available to or for the benefit of the Buyer, the Guarantor guarantees to the Seller the due and punctual payment by the Buyer to the Seller of the Guaranteed Money and performance by the Buyer of the Guaranteed Obligations.

2.2 Consequences of Buyer's defaults

- (a) If the Buyer defaults in the due and punctual payment of any Guaranteed Money, the Guarantor must pay that money on demand to, or as directed by, the Seller.
- (b) If the Buyer defaults in the due and punctual performance of any Guaranteed Obligation, the Guarantor must:
 - (i) indemnify the Seller against all losses, liabilities and expenses (including legal expenses on a full indemnity basis) that the Seller incurs (directly or indirectly) as a result of that default; and
 - (ii) pay the amount of those losses, liabilities and expenses on demand to, or as directed by the Seller.

2.3 Nature of obligations and enforcement

The Guarantor's obligations in this document are principal obligations and may be enforced against the Guarantor without the Seller first being required to exhaust any remedy it may have against the Buyer or enforce any security it may hold relating to the Guaranteed Obligations.

2.4 Continuity and preservation of Guarantor's obligations

This document is a continuing guarantee. The Guarantor's obligations in this document are absolute, unconditional and irrevocable. The liability of the Guarantor under this document extends to and is not affected by any circumstance, act or omission which, but for this clause 2.4, might otherwise affect it at law or in equity.

2.5 Limitation on Guarantor's rights

Until the Guaranteed Obligations have been irrevocably paid and performed in full, the Guarantor may not exercise any right of subrogation to the Seller and may not exercise any rights as surety in competition with the Seller.

3. Indemnity

3.1 Indemnity in respect of the Guaranteed Obligations

For the consideration mentioned in clause 2.1, the Guarantor (as primary obligor) must unconditionally indemnify the Seller against, and must pay the Seller on demand the amount of, any loss that the Seller may suffer because:

- (a) the Guaranteed Obligations are unenforceable; or
- (b) the Guaranteed Money is not recoverable from the Buyer or is repaid or restored after it has been recovered, including the amount of any Guaranteed Money (or any money which, if recoverable, would have formed part of the Guaranteed Money) that is not or may not be recoverable.

3.2 Application of the indemnity³

The indemnity in clause 3.1 extends to any money that is not recoverable:

- (a) because of any legal limitation, disability or incapacity of or affecting the Buyer or any other person;
- (b) because any transaction relating to that money was void, illegal, voidable or unenforceable;
- (c) whether or not the Seller knew or should have known any of the relevant matters or facts; and
- (d) because of any fact or circumstance.

3.3 General indemnity

The Guarantor must indemnify the Seller against, and must pay the Seller on demand the amount of, all losses, liabilities, expenses and taxes incurred in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this document;
- (b) the transactions that this document contemplates; and
- (c) the administration, and any actual or attempted preservation or enforcement, of any rights under this document, including legal expenses on a full indemnity basis and expenses incurred in engaging consultants.

4. General

4.1 Demand by the Seller

A demand by the Seller under this document may be signed by any of its managers or other officers, or any of its solicitors, and served on the Buyer at its registered office or on the Guarantor at its address shown below. If posted, with the postage prepaid, the demand will be taken to have been served two business days after posting.

4.2 Statements by the Seller

A statement by an authorised representative of the Seller on any matter relating to this document (including any amount owing by the Guarantor) is prima facie proof of that matter and/or any amount owing.

4.3 Acknowledgement by the Guarantor

The Guarantor acknowledges that they have been advised to obtain independent legal advice before executing this Guarantee and Indemnity.

EXECUTED as a Deed this of 20____

Note: 1. If the Buyer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

I do not need to sign a guarantee, I will pay for ALL orders upon Delivery

GUARANTOR-1

SIGNED: _____
FULL NAME: _____
PRESENT ADDRESS: _____
SIGNATURE OF WITNESS: _____
NAME OF WITNESS: _____
OCCUPATION: _____
PRESENT ADDRESS: _____

GUARANTOR-2

SIGNED: _____
FULL NAME: _____
PRESENT ADDRESS: _____
SIGNATURE OF WITNESS: _____
NAME OF WITNESS: _____
OCCUPATION: _____
PRESENT ADDRESS: _____

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

Please Note & Initial:

Initial

- Credit Terms are offered at the discretion of Grande Food Service _____
- All new accounts will have a 3 month probationary period _____
- NO credit will be offered without a Personal/Directors Guarantee _____
- Return claims for perishable goods must be made within 24 hours to our office _____
- Return claims for non-perishable goods must be made within 5 days to our office _____
- Individuals placing orders on behalf of the buyer will be assumed to have authorization to do so _____
- A credit check will be carried out for all associated parties _____
- If any of the information in this application changes the buyer is obligated to notify Grande Food Service _____

Please complete all sections of this form and email to admin@grandefoods.com.au or fax to (08) 9847 4333

***Thank you for taking the time to complete this Account Application.
We look forward to doing business together.***