



*The Cuisine Chauffeurs*

## CREDIT APPLICATION

FULL TRADING NAME OF APPLICANT: \_\_\_\_\_

LEGAL NAME: \_\_\_\_\_

ACN: \_\_\_\_\_ ABN: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER 1: \_\_\_\_\_ FACSIMILE NUMBER: \_\_\_\_\_

TELEPHONE NUMBER 2: \_\_\_\_\_ FACSIMILE NUMBER: \_\_\_\_\_

COMMENCEMENT DATE OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_ PROPOSED MONTHLY CREDIT REQUEST: \$ \_\_\_\_\_

ACCOUNT CONTACT PERSON: \_\_\_\_\_

ACCOUNT EMAIL ADDRESS: \_\_\_\_\_

### NAMES OF DIRECTORS/PARTNERS:

1. SURNAME: \_\_\_\_\_

GIVEN NAMES: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. SURNAME: \_\_\_\_\_

GIVEN NAMES: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

3. SURNAME: \_\_\_\_\_

GIVEN NAMES: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**KNK (Aust) Pty Ltd** as Trustee for the KNK Trust ABN: 80 180 250 181 ACN: 146 539 335

PO Box 9015, Wilsonton Q 4350 Fax: 07 4638 8765

Email: [info@kwinkool.com.au](mailto:info@kwinkool.com.au) Web Page: [www.kwinkool.com.au](http://www.kwinkool.com.au)

Toowoomba Ph: 07 4646 4989 Brisbane Ph: 07 3123 5351



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**TRADE REFERENCES:**

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact person & Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact person & Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact person & Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_

**KNK (Aust) Pty Ltd are not common carriers and accept the goods only at the risk of the Consignor and the Owner and on the condition that Kwik N Kool will not be liable for any loss, non-delivery of, or any damage or injury to the goods or any consequential loss or damage whether occurring as a result of negligence, want of care or any wilful act or omission or misconduct on the part of KNK (Aust) Pty Ltd.  
KNK (Aust) Pty Ltd reserves the right to refuse acceptance of goods for carriage at our discretion.**

**APPLICATION FOR CREDIT AND GUARANTEE TO  
Kwik N Kool Refrigerated Couriers**

1. \_\_\_\_\_ (FULL TRADING NAME OF APPLICANT)  
("the applicant") hereby requests KNK (Aust) Pty Ltd to provide to the applicant services on KNK (Aust) Pty Ltd usual terms and conditions set out below.
2. The applicant warrants that the details of the applicant set out in the attached Schedule are true and correct at the date of this application.
3. The applicant agrees that, in the event that KNK (Aust) Pty Ltd accepts this application, it will abide by the following terms and conditions in respect of all goods and services supplied by KNK (Aust) Pty Ltd to the applicant:-
  - a. the applicant agrees to pay all accounts rendered by KNK (Aust) Pty Ltd to the applicant within 7 days of the date endorsed on any account delivered by Kwik N Kool to the applicant ("the credit period"). Payment can be made by Cheque / Direct Credit or Credit Card.
  - b. an account will be deemed overdue if it remains unpaid at the expiration of the credit period, unless the applicant receives written confirmation on the contrary from KNK (Aust) Pty Ltd.
  - c. accounts rendered by KNK (Aust) Pty Ltd to the applicant will be deemed to have been received by the applicant:-
    - i if transmitted by facsimile transmission to the applicants facsimile number contained the schedule, at the time of transmission of such facsimile.
    - ii if transmitted by email transmission to the applicants email address contained the schedule, at the time of transmission of such email.
    - iii if posted by KNK (Aust) Pty Ltd to the applicants postal address contained in the schedule, the business day after such account is posted.
  - d. the applicant acknowledges that if it fails to pay any accounts within the credit period, KNK (Aust) Pty Ltd may, at its sole discretion, refuse to supply further services to the applicant on the terms and conditions set out herein and may require payment in full prior to providing such goods and services.
  - e. the applicant agrees that if they fail to pay any accounts within the credit period, KNK (Aust) Pty Ltd will be at liberty to take such steps as it considers necessary to recover the monies due and owing by the applicant to KNK (Aust) Pty Ltd in recovering such outstanding monies, together with interest pursuant to the Supreme Court Act calculated from the date of the unpaid account.
  - f. the applicant agrees that any payment by the applicant made by cheque will not be deemed to have been made until the cheque has been duly honoured.
  - g. the applicant agrees that any goods supplied from time to time by KNK (Aust) Pty Ltd to the applicant will be held by the applicant solely as bailee for benefit of KNK (Aust) Pty Ltd until such time as the applicant has paid in full all monies then due and owing by the applicant to KNK (Aust) Pty Ltd.
  - h. that KNK (Aust) Pty Ltd shall retain legal and equitable title of any goods supplied by KNK (Aust) Pty Ltd to the applicant, or to a third party at the applicants request, until such time as the applicant has paid all monies then due and owing to KNK (Aust) Pty Ltd by the applicant.

\_\_\_\_\_  
SIGNED by the said (applicant

\_\_\_\_\_  
(Print Director's Name)

Company's name) in the presence of \_\_\_\_\_



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## GUARANTEE

We, \_\_\_\_\_

of \_\_\_\_\_

and \_\_\_\_\_

of \_\_\_\_\_

directors of the applicant, in consideration of KNK (Aust) Pty Ltd, at our request agreeing to supply services to the applicant :-

- a. do hereby guarantee irrevocably and unconditionally to KNK (Aust) Pty Ltd the due and punctual performance by the applicant of all the terms and conditions set out above.
- b. do hereby guarantee unconditionally and irrevocably to KNK (Aust) Pty Ltd the payment of all monies which are now or may at the any time in the future be owing by the applicant to KNK (Aust) Pty Ltd, including all costs, interest and expenses incurred by KNK (Aust) Pty Ltd in seeking to recover such outstanding monies from the applicant.
- c. agree to indemnify and keep indemnified KNK (Aust) Pty Ltd any loss and damage howsoever arising which KNK (Aust) Pty Ltd may suffer in consequence of any failure by the applicant to perform its obligations under the above terms and conditions.
- d. agree that this guarantee shall by a continuing guarantee and shall not be considered as wholly or partly satisfied or discharge by the payment at any time of any sum for the time being then due and owing but shall extend to cover all sums of money at any time due and owing by the applicant to KNK (Aust) Pty Ltd.
- e. agree that this guarantee shall not be affected or discharged by the applicant any indulgence or other consideration whereby our liability as guarantors would but for this provision have been affected or discharged.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Guarantor to Sign