

guarantee is to be on terms and conditions acceptable to Australia Post.

#### 14. Other Forms of Security

Before it approves the Contract or at any time during the currency of the Contract, Australia Post may require the Customer to provide some satisfactory form of security for the payment of amounts which have been or are in the opinion of Australia Post likely to be charged to the Customer's Account. Where the Customer is a company, a properly signed and witnessed guarantee (in the form provided by Australia Post) may be required from each and every director/shareholder of the Customer or any other person including the spouse or relative of such a director/shareholder or from any associated or related company of the Customer.

#### 15. Warranty and indemnity

The Customer warrants that all statements made and documents provided in or in connection with the Application to Australia Post for the credit account and all representations that the Customer has made or may during the currency of the Contract make to Australia Post are true and correct. The Customer acknowledges that Australia Post has relied on the correctness of the above mentioned statements, documents and representations in approving the operation of the Account by the Customer and will continue to have that reliance in its further dealings with the Customer. The customer shall indemnify Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand, prosecution or circumstance arising out of the performance, non-performance or breach by the Customer of any duty, obligation, covenant or warranty under the Contract.

#### 16. Changes in address and other particulars

The Customer shall advise Australia Post within seven (7) days of any change in the constitution, ownership, membership or control of the Customer, or any change or impending change in the Customer's address. If such changes occur, Australia Post may require a new Application to be completed and signed. The Customer agrees that it will cause to be signed all documents and do all acts and things appropriate to effect a new Application. Nothing in this clause shall affect Australia Post's right to terminate or suspend the Account pursuant to clause 17.2(iv) or to refuse the Customer (or its successor) approval to operate a new Account.

#### 17. Termination

17.1 Australia Post may, in its sole discretion and without requiring any reason to do so, at any time, suspend or terminate the Customer's Account on seven (7) days written notice to the Customer.

17.2 The Customer acknowledges that Australia Post may terminate the

Contract immediately with or without written notice where any of the following circumstances apply:

- (i) Australia Post was induced by fraudulent misrepresentation on the Customer's part to approve an Account to the Customer;
- (ii) the amount charged to a Customer's Account exceeds the Customer's Credit Limit at any given time without the prior written approval of Australia Post;
- (iii) any amount charged to the Account is due and unpaid (disputed amounts on the statement of account will not be considered due until the dispute is rectified);
- (iv) in the opinion of Australia Post any change in circumstances, including without limitation changes in the Customer's constitution, ownership, membership, control, status or ability to provide security for the payment of amounts which have or are likely to be charged to the Customer's Account, makes the continuance of the Contract undesirable or unsatisfactory;
- (v) the Customer's level of business over any three (3) months does not reach the specified minimum monthly level of business per month as required under clause 4;
- (vi) the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; the Customer being a partnership dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; the Customer being a natural person, dies; or the Customer ceases or threatens to cease conducting business in the normal manner;
- (vii) the customer is otherwise in default under this agreement; or
- (viii) the Customer uses this Account for any non-commercial purpose for instance, for personal, domestic or household purposes.

17.3 If Australia Post suspends or terminates the Customer's Account under either clauses 17.1 or 17.2, the outstanding balance of the Account will become immediately due and payable by the Customer to Australia Post. The Customer shall pay to Australia Post any amounts reasonably incurred or expended by Australia Post in exercising its right under these terms and conditions as a result of an act of default by the Customer or as a result of any circumstance referred to in paragraphs 17.2(i) to (viii).

#### 18. Notice

Notices served pursuant to the Contract may be delivered by post, or by facsimile to the Customer at the postal or facsimile address provided in the Application and to Australia Post at its state head office as advised to the Customer in the Notice of Approval. Notice will be deemed given:

- (i) in the case of ordinary post, in accordance with Australia Post's published delivery standards for postal articles between the place of posting and the place of receipt; or
- (ii) in the case of facsimile, on the next business day following the date of transmission providing that the sender has received an OK code in respect of the transmission and is not notified by the recipient within twenty-four (24) hours that the facsimile transmission was garbled.

#### 19. Privacy Notice

Your personal information is collected only to enable us to provide you with the products/services you wish us to provide. The products/services may not be provided without this information. You may request access to your personal information while it is stored by us and we will assess your request in accordance with the law. We will give you reasons where we deny access. Call 13 13 18 to contact us.

#### 20. Variation

20.1 Australia Post may vary these terms and conditions for the credit Account with respect to future transactions between Australia Post and the Customer:

- (i) by agreement between Australia Post and the Customer; or
- (ii) unilaterally by Australia Post giving to the Customer not less than seven (7) days prior written notice specifying the variation and the date upon which the variation becomes effective and that the variation will take place upon that date. Unless the Customer closes this Account before the variation becomes effective, the Customer shall be deemed to have accepted the variation and use of the Account after the variation becomes effective shall constitute further acceptance of the variation by the Customer.

20.2 Notice of the variation shall be given to the Customer by Australia Post in accordance with clause 18 but need not be sent separately and may be sent with the Customer's statement of account or as part of other correspondence.

#### 21. Assignment

The Customer will not assign the Contract without the consent in writing of Australia Post which it may withhold in its discretion solely.

#### 22. Waiver

Failure by Australia Post to insist on immediate payment of any amount due and payable shall not constitute waiver of Australia Post's rights unless in writing, nor shall it affect the obligation of the Customer to make any further payments as and when they fall due.

#### 23. Governing Law

The Contract is deemed to be made in the state in which the Customer lodges the Application and shall be governed by the laws in force in that state.



# Business Credit Account Application

*The convenient way  
to streamline  
your business*



## Australia Post credit account

The advantages of having an Australia Post credit account seem endless, you'll wonder how you ever conducted business without one!

**For instance, you can charge:**

- Letter & parcel services
- International mail services
- Reply Paid services
- Messenger Post Courier services
- Postage meter resets
- Express Post (envelopes, satchels & parcels)
- Postpak packaging products
- Prepaid envelopes
- EDIPost services
- Mail Redirection and Holding services
- Philatelic items
- Retail products including stationery
- Direct marketing consultancy fees and publications

**Why not apply for your own business credit account today. It's easy – just take a few minutes to fill out the attached application form and mail it to the address in your state.**

- **NSW**  
Manager, Credit Management  
Australia Post  
219-241 Cleveland Street  
STRAWBERRY HILLS NSW 1427
- **Victoria**  
Manager, Credit Management  
Australia Post  
GPO Box 2137  
MELBOURNE VIC 3001
- **Tasmania**  
Manager, Credit Management  
Australia Post  
GPO Box 4000  
HOBART TAS 7001
- **Queensland**  
Manager, Credit Management  
Australia Post  
GPO Box 9995  
BRISBANE QLD 4001
- **Western Australia**  
Manager, Credit Management  
Australia Post  
GPO Box 9025  
PERTH WA 6848
- **South Australia**  
Manager, Credit Management  
Australia Post  
GPO Box 4000  
ADELAIDE SA 5001



## Business Credit Account Application Terms and Conditions

### 1. Continuing Credit Contract for a business credit account with Australia Post

The Customer agrees to accept these terms and conditions for the operation, establishment and use of an Account, which the Customer has read and understood and which acceptance is evidenced by the execution of the Account Application (the Application). These terms and conditions set out the Customer's rights and obligations with respect to the Customer's use of the Account.

### 2. Approval of a postal account

The Customer is required to completely and truthfully answer all questions in the Application. Incomplete or incorrectly answered questions may delay consideration of the Application and may give Australia Post the right to terminate the account under clause 17. The approval of the Application will create between the Customer and Australia Post a Continuing Credit Contract (the Contract) for an Account with Australia Post on the terms and conditions set out in this document. Australia Post on consideration of this Application, credit references and other information will approve or refuse the Customer's Application. The Customer will be advised in writing of approval or refusal of the Application. The Contract will arise between the Customer and Australia Post upon Australia Post giving to the Customer Notice of Approval to operate the Account (Notice of Approval).

### 3. Credit enquiries

For the purpose of the Application and during the currency of the Contract, the Customer expressly authorises Australia Post to make such enquiries as Australia Post may require to satisfy itself as to the credit worthiness of the Customer and undertakes to provide signed written authorities addressed to the Customer's banker or other credit providers, credit bureaux or mercantile agencies as Australia Post may require.

### 4. Minimum business level

It is a requirement of the Contract that the customer will, in each calendar month, transact business on credit of not less than \$100 (which shall be charged to this account) by purchasing products or services on credit from Australia Post.

Also the minimum amount that should be charged to an account is \$10 per transaction. [Note that the minimum business level and minimum transaction level do not apply to Reply Paid services, Printpost returns, Parcel Post deposits and Local Courier services].

### 5. Credit limit

Australia Post will specify the maximum amount that may be charged to the Account over a particular period (Credit Limit). The Customer's Credit Limit will also be subject to regular assessment by Australia Post. Australia Post may, upon request in writing by the Customer, agree in writing to increase or decrease the Customer's Credit Limit. The Customer agrees that the amount charged to the Account will not exceed the Customer's Credit Limit. Australia Post will not be liable for any loss or damage whatsoever or howsoever caused arising from the refusal by Australia Post to supply the Customer with any products or services on credit, notwithstanding that the Customer's Account has not been suspended or terminated. The Customer agrees to immediately pay the amounts charged to the Account for any products or services supplied by Australia Post in excess of the credit limit, whether or not demand for payment has been made by Australia Post.

### 6. Authorised and unauthorised Transactions

Subject to this clause, the Customer is liable for and shall indemnify Australia Post against any unauthorised use of the Account. The Customer must notify Australia Post in writing of any unauthorised transactions on the Customer's Account immediately on the Customer becoming aware of such use. The Customer will not be liable for any unauthorised use of the Account after Australia Post receives written notification of such use. Unless otherwise agreed by Australia Post, the Customer shall provide Australia Post with firstly, a written authorisation for each person authorised to use the Account on behalf of the Customer and secondly, with sufficient particulars to enable identification of that authorised person.

### 7. Credit account terms of payment

Subject to clauses 6 and 9, the Customer is responsible for all charges made to the Account and will be required to pay Australia Post the amount charged on the statement of account. This obligation will continue notwithstanding any change in the constitution, ownership, membership or control of the Customer named in the Application. The Customer agrees to pay Australia Post no later than fourteen (14) days from the date of issue of the statement of account the amounts charged by that statement of account. Payment may be made using cash, cheque, money order or, if Australia Post agrees, electronic payment. The customer agrees that it will not use a credit card or franking machine imprint to pay the amount charged on the statement of account.

### 8. Proof of supply of products or services

The details of the amount due and owing and of any other matters of fact will be set out in a certificate. The Customer agrees that this certificate signed by any manager or any other authorised officer of Australia Post will be sufficient evidence (in the absence of manifest error) of the supply of products or services by Australia Post to the Customer and further agrees that this certificate may be used in court proceedings.

### 9. Transaction errors

Any complaint made by the Customer that a transaction recorded on the Customer's statement of account is incorrect must be advised to Australia Post in writing within seven (7) days of the issue of the statement of account, otherwise the transactions recorded in the statement of account shall be deemed to be correctly made and the products and services correctly supplied. Where part of the amount set out in the statement of account is in dispute, the Customer agrees to pay the undisputed amount within the time period specified in clause 7.

### 10. Purpose of the credit account

The Customer warrants that the account is required in respect of business or commercial transactions. Further, the customer warrants that it will not use this account in order to obtain credit for any non commercial purpose for instance, for personal, domestic or household purposes.

### 11. Address for statement

Australia Post will post the statement of account to the Customer at the address specified by the Customer for that purpose in the Application and this will be sufficient notice of the amount due under the Account for the purposes of clause 7.

### 12. Lodgement of postal articles where this credit account is used for postage

Where the credit Account is used for payment of postage on postal articles, those postal articles will be lodged at official post offices, mail centres or other postal centres as specified by Australia Post. Customers must provide a correctly completed mailing statement when lodging their mail.

### 13. Bank guarantee

The Customer may be required to provide to Australia Post either prior to the approval of the Application or during the currency of the Contract, a bank guarantee to secure the due performance and observance of the terms and conditions on the Customer's part, express or implied in the Contract and the said bank

# Business Credit Account Application



(FAP227)

## 1. BUSINESS DETAILS

Sole trader    Partnership    Company    Trading trust    Government authority    Local government

Company or business name

Trading as

Street address

  
  
  

Postcode

Postal address of business

  
  
  

Postcode

Telephone

 (   )

Fax number

 (   )

Contact name

Position title

Telephone

 (   )

Fax number

 (   )

E-mail address

ACN number/Registration

Date of registration

 /   /

ABN

### OFFICE USE ONLY

Customer .....

Distribution channel .....

BSB .....

Acc .....

Reconcil.Acct .....

Head office .....

Payment terms .....

Dunning / Acc clerk .....

Acct statement .....

Sales office .....

Sales group .....

Customer group .....

Acct AssgGr .....

Sales Rep .....

Approved credit limit .....

Risk category .....

Credit Rep Group .....

## 2. TYPE OF BUSINESS

Nature of business or main income-producing activity

Industry type

Date Commenced

 /   /

Number of Employees

Premises

Owned    Rented    Mortgaged

## 3. PREFERRED LODGEMENT CENTRES e.g. Retail Shop, Business Centre

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

## 4. TRADE/BUSINESS REFERENCES (Three (3) major suppliers)

Name	Address	Phone number
<input type="text"/>	<input type="text"/>	<input type="text"/> (   )
<input type="text"/>	<input type="text"/>	<input type="text"/> (   )
<input type="text"/>	<input type="text"/>	<input type="text"/> (   )

## 5. DETAILS OF SOLE TRADER/PARTNERS/DIRECTORS OR TRUSTEES

Full name

Residential address

Postcode

Owned    Rented    Mortgaged

Telephone

Driver's licence number      Date of birth  
                                  /   /

Full Name of Spouse

Full name

Residential address

Postcode

Owned    Rented    Mortgaged

Telephone

Driver's licence number      Date of birth  
                                  /   /

Full name of spouse

## 6. CREDIT LIMIT REQUEST

Equivalent to two months' average business  
 \$

*If your application is for less than \$500 go to question 8.*

## 7. ASSETS/LIABILITIES OF BUSINESS (Attach a copy of the latest Financial Statement or complete the following)

Assets		Liabilities/Loans	
	Current value		Current value
Current assets	\$ <input type="text"/>	Current Liabilities	\$ <input type="text"/>
Non-current tangible assets	\$ <input type="text"/>	Non-current liabilities	\$ <input type="text"/>
Intangible assets	\$ <input type="text"/>	Shareholder's equity	\$ <input type="text"/>
Profit/(loss) after tax	\$ <input type="text"/>	Date of statements as at	<input type="text"/> / <input type="text"/> / <input type="text"/>

## 8. SIGNATURE OF CUSTOMER

On behalf of the business nominated in this application as the purchaser of services and products from Australia Post, I/We being the duly authorised officer(s) **have read and agree to accept the terms and conditions for the operation, establishment and use of an account** and hereby apply for the establishment of an account.

*Signature of Authorised Signatory*  
 Authorised Signatory's name and title (IN BLOCK LETTERS)

Date  
 /  /

*Signature of Authorised Signatory*  
 Authorised Signatory's name and title (IN BLOCK LETTERS)

Date  
 /  /

## PRIVACY NOTICE

Your personal information is collected only to enable us to provide you with the products/services you wish us to provide. The products/services may not be provided without this information. You may request access to your personal information while it is stored by us and we will assess your request in accordance with the law. We will give you reasons where we deny access. Call 13 13 18 to contact us.