



New Customer Information Form

Full name of Company/Business/Sole Trader

Trading Name

ABN

Liquor Licence Number

Contact Name & Email Address

Postal Address

Delivery Address (if different from postal)

Registered Business Address

Business Phone

Credit Limit Required

Name and Signature of Business Director/Manager

Additional Contact Details:

Accounts Contact Name

Email Address

Contact Number

The applicant acknowledges that by signing below and by ordering goods from Precinct Brewing, the applicant agrees to be bound by Precinct Brewing's standard terms and conditions of sale (attached to this application form, and which may be varied from time to time).

STANDARD TRADING TERMS:

Prepayment is required for the first TWO orders, following which trading terms will be reviewed.

Accounts must be paid within 7 DAYS of invoice date.



The applicant acknowledges that it has been informed by Precinct Brewing that personal information about it may be disclosed to, or acquired from, a credit reporting agency and personal information provided in this application form will be collected, used and disclosed by Precinct Brewing as outlined above.

1. The applicant agrees that Precinct Brewing may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.
2. The applicant agrees to Precinct Brewing:
 - a. receiving from any other credit provider or providing to any other credit provider any credit information whether by way of report, record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future (Section 18N(1)(b) Privacy Act 1988); seeking credit information from a credit reporting agency including consumer credit information (Section 18K(1)(b) Privacy Act 1988) including a credit report containing personal credit information about the applicant in relation to the level of commercial credit sought to be provided by Precinct Brewing;
for the purposes of assessing this credit application and the applicant further consents to Precinct Brewing obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision;
 - b. giving any information concerning the applicant to any part of Precinct Brewing or its related entities including its executive, management, support staff and necessary auditors and consultants provided the recipient of the information keeps the information confidential and uses it only for the purposes set out in the paragraphs mentioned in the points above or for the preparation of reports which summarise the information provided. Such reports may be provided to the Board of Precinct Brewing and its related body corporates.
3. The applicant agrees that in the event of default of payment of its debts that Precinct Brewing may disclose all information relating to the applicant's account including personal information to its collection agency for the purpose of receiving any or all amounts outstanding.



Precinct Brewing Co Pty Ltd
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Miami QLD 4220
Tel: +61 7 5576 0108
sales@precinctbrewing.com.au
www.precinctbrewing.com.au

Trade References

1.

Name of creditor

Phone Number

Email Address

Accounts Payable Contact Name & Email Address

Approximate Monthly Purchases

2.

Name of creditor

Phone Number

Email Address

Accounts Payable Contact Name & Email Address

Approximate Monthly Purchases

3.

Name of creditor

Phone Number

Email Address

Accounts Payable Contact Name & Email Address

Approximate Monthly Purchases



GUARANTEE AND INDEMNITY

TO PRECINCT BREWING CO PTY LTD ABN 93 639 496 021 ("Precinct Brewing")

In consideration of Precinct Brewing having at the request of Guarantor listed in item 2 of the Schedule agreed to supply the Customer listed in item 1 of the Schedule with goods for the trade or business carried on by the Customer, the Guarantor agrees as follows:

1. The Guarantor will guarantee and indemnify and be answerable and responsible to Precinct Brewing for the due payment by the Customer for all goods the Customer may from time to time purchase from Precinct Brewing.
2. This guarantee shall be a continuing guarantee and indemnity to Precinct Brewing for the whole debt owed by the Customer to Precinct Brewing in respect of goods purchased by the Customer.
3. All dividends, compositions and payments received by the Guarantor from the Customer or from its estate, whether in bankruptcy or otherwise, shall be taken and applied by Precinct Brewing as payments without there being any deduction in respect of any claim arising under this guarantee, and the Guarantor's right to be subrogated to Precinct Brewing in respect of such payments shall not arise until Precinct Brewing has received the full amount of all its claims against the Customer.
4. Precinct Brewing may at any time or times at its absolute discretion, and without giving any notice whatsoever to the Guarantor, refuse further credit or supplies to the Customer or grant to the Customer an indulgence or compound with the Customer, without discharging or impairing the Guarantor's liability under this guarantee.
5. No changes in the constitution of Precinct Brewing impair or discharge the Guarantor's liability under this guarantee.
6. A certificate signed by a director, secretary, financial controller or credit manager for the time being of Precinct Brewing shall be prima facie evidence of the amount of the money owed by the Customer or Guarantor at that time.
7. The Guarantor acknowledges that Precinct Brewing has afforded him, her or it the opportunity of seeking independent legal advice on the Guarantor's obligations under the guarantee prior to signing this guarantee.
8. The Guarantor acknowledges that the Guarantor has made his, her or its own enquiries of the Customer regarding the Customer's past and prospective dealings with Precinct Brewing and is satisfied as to the extent of his, her or its obligations arising from this guarantee and that Precinct Brewing is under no obligation to notify the Guarantor of any changes to its trading terms or dealings with the Customer even if these changes increase or affect the Guarantor's liability under the guarantee.
9. By providing Precinct Brewing with personal information the Guarantor authorises Precinct Brewing to collect, use, store, dispose and manage that information in accordance with the Privacy Act 1988.
10. The Guarantor agrees that this guarantee shall be construed according to the laws of Queensland.
11. If there are at any time one or more Guarantors under this guarantee, their liability shall at all times be joint and several.
12. In order to give effect to this guarantee, the Guarantor declares that Precinct Brewing shall be at liberty to act as though he, she or it were a principal debtor and the Guarantor waives all and any of its rights as guarantor which may at any time be inconsistent with any of the above provisions.



SCHEDULE

Item 1: The Customer

ABN

Item 2: The Guarantor

Name

Address

THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF ITS MEANING AND EFFECT YOU SHOULD SEEK LEGAL ADVICE.

Dated this ____ day of _____ (month), _____ (year).

EXECUTED AS A DEED

NAME (Print)

NAME (Print)

SIGNATURE

SIGNATURE

POSITION

POSITION

NAME (Print)

NAME (Print)

SIGNATURE

SIGNATURE

POSITION

POSITION

In the presence of: _____ (Signature of Witness)

_____ (Print Name of Witness)



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“The seller” means Precinct Brewing “The purchaser” means the applicant, firm, or company so identified above: “The products” means the seller’s range of alcoholic beverages and any other items carried by the seller from time to time. Prices quoted in the seller’s published price list or by the representatives of the seller are subject to change without notice and are not binding on the seller. All goods are charged at the applicant price level at the date upon which the products leave the seller’s premises for delivery to the purchaser.

Terms of payment: Legal and beneficial title to any goods purchased from the seller remain the property of the seller until the invoice of the total goods is paid in full to the seller in cleared funds. Where the purchaser has a credit account, unless the seller otherwise notifies the purchaser, the products must be paid for in full within seven (7) days from the date of invoice. When the purchaser has a credit account and is overdue with any payment or if the seller is in receipt of any bank or trade references which it regards as unsatisfactory, the seller reserves the right to change the purchaser to a C.O.D or Direct Debit. account. Where the purchaser has a C.O.D or Direct Debit account the products must be paid for in full on or before the time of delivery to the purchaser. The purchaser shall have no right to set off any monies against any outstanding account in respect of any claims it may have against the seller.

Delivery: The seller shall use all reasonable endeavours to meet the purchaser’s requested delivery dates but the seller shall not be liable to the purchaser for any loss or damage whatsoever should it be delayed or prevented from delivering the products on the nominated date. It is the purchaser’s responsibility to inspect all the products upon delivery. The seller shall not in any circumstances be liable for short delivery unless the purchaser notifies the seller upon receipt of delivery.

Cancellation and Return: The purchaser may return the products for credit or replacement provided they are so returned to the seller’s premises with the applicable invoice number quoted, within seven (7) days of the delivery to the purchaser. The seller reserves the right immediately to cancel any order or suspend any delivery without incurring any liability to the purchaser if the purchaser is in default of payment or if the purchaser became bankrupt, goes into liquidation, makes a composition with its creditors, has a receiver or manager appointed of whole or any part of its assets or business or takes or suffers any similar action in consequence of debt.

Non-Availability of Stock: While every effort will be made to fulfil the purchaser’s orders for the products, the seller shall not be liable for any loss or damage arising as a result of non-availability of stock.