

**EDGE OF TOMORROW PTY LTD  
TRADING AS ADELAIDE PIGEON CONTROL  
CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

**BUSINESS CONTACT INFORMATION**

Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone   Fax			
E-mail			
Registered company address City, State ZIP Code			

**BUSINESS AND CREDIT INFORMATION**

City, State ZIP Code		Bank name:	
How long at current address?		Primary business address City, State ZIP Code	
Phone		Phone	
Fax		Account number	
E-mail		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

**BUSINESS/TRADE REFERENCES**

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Other	

**AGREEMENT**

- All invoices are to be paid 14 days from the date of the invoice.
- Claims arising from invoices must be made within seven working days.
- By submitting this application, you authorize [Company Name] to make inquiries into the banking and business/trade references that you have supplied.

**Business Credit Account – Terms and Conditions**

1. The contract - The Customer has read and understood, and agrees to, these terms and conditions for the operation, establishment and use of a business credit account ("Account"). The execution of the application for an Account ("Application") constitutes an offer by the Customer to acquire and use an Account on the terms and conditions set out in this document. If Adelaide Pigeon Control approves the Application, such

approval will constitute acceptance of the offer and will create a contract between Adelaide Pigeon Control and the Customer on these terms and conditions ("Contract").

2. Credit enquiries - For the purpose of considering the Application, and at any time during the term of the Contract, the Customer authorises Adelaide Pigeon Control to make such enquiries as Adelaide Pigeon Control may require to be satisfied as to the creditworthiness of the Customer. The Customer agrees to provide signed written authorities addressed to the Customer's banker or other credit providers, credit bureau or mercantile agencies as Adelaide Pigeon Control requires from time to time.

3. Minimum Spend - Threshold Adelaide Pigeon Control reserves the right to require the Customer to spend a minimum \$1000.00 amount per year to obtain products or services on credit (charged to the Account).

4. Credit limit Adelaide Pigeon Control specifies the maximum (GST – inclusive) amount that may be charged to the Account over a particular period ("Credit limit"). The Customer's Credit Limit is subject to review at any time by Adelaide Pigeon Control. Adelaide Pigeon Control may, on request in writing by the Customer, agree in writing to increase or decrease the Credit Limit. The balance of the Account at any time must not exceed the Credit Limit. Adelaide Pigeon Control is not responsible for any loss or damage whatsoever or howsoever caused arising from the refusal by Adelaide Pigeon Control to supply the Customer with any products or services on credit because the Credit Limit has been exceeded. The Customer agrees to immediately pay the amounts charged to the Account for any products or services supplied by Adelaide Pigeon Control in excess of the Credit Limit, whether or not demand for payment has been made by Adelaide Pigeon Control.

5. Authorised and unauthorised transactions - The Customer is responsible for and indemnifies Adelaide Pigeon Control against any unauthorised use of the Account. The Customer must notify Adelaide Pigeon Control in writing of any unauthorised transactions on the Account immediately the Customer becomes aware of them. The Customer is not responsible for any unauthorised use of the Account after Adelaide Pigeon Control receives written notification of the unauthorised use.

#### 6. Terms of payment

6.1 The Customer agrees to pay Adelaide Pigeon Control no later than 14 days by Electronic Funds transfer or 21 days by Direct Debit from the date of issue of the tax invoice/adjustment note of the amounts set out therein.

6.2 Payment of the amount specified in 6.1 will be in

6.3 Australian Dollars (AUD).

6.4 Payments may not be made by franking machine imprint.

6.5 Tax invoices/adjustment notes are emailed to the Customer at the address provided by the Customer for that purpose in the Application. This is sufficient notice of the amount due under the Account.

6.6 Where the Customer has defaulted in its payment obligations under this Contract, any amounts owing by the Customer to Adelaide Pigeon Control in connection with this Contract may be deducted from any fee payable by Adelaide Pigeon Control to the Customer under any other contract.

6.7 Adelaide Pigeon Control will charge certain fees (if applicable) on request from Adelaide Pigeon Control.

7. Proof of supply of products or services - A document setting out details of the amount owing and any other matters relating to the Account signed by an officer of Adelaide Pigeon Control is sufficient evidence (in the absence of manifest error) of the supply of products or services by Adelaide Pigeon Control to the Customer. This document may be used in court proceedings.

8. Transaction errors - Any complaint made by the Customer that a transaction recorded on the Customer's tax invoice / adjustment note is incorrect must be advised to Adelaide Pigeon Control in writing within seven days of the issue of the tax invoice / adjustment note. If this does not occur, the Customer will be assumed to have accepted the transactions recorded in the tax invoice/adjustment as correct (absent any manifest error). If part of the amount set out in the tax invoice / adjustment note is in dispute, the Customer agrees to pay the full invoice amount within the time period specified in clause 6.1, where a dispute is assessed and upheld, any late payment charges associated with the disputed amount will be credited back to the customer.

#### 9. Security for performance of the Contract

9.1 Bank guarantee The Customer may be required to provide to Adelaide Pigeon Control (either prior to the approval of the Application or during the term of the Contract), a bank guarantee (in a form acceptable to Adelaide Pigeon Control) to secure the Customer's performance of the Contract.

9.2 Personal Property Securities Act (PPSA) If Adelaide Pigeon Control determines that this Contract (or a transaction in connection with it) is or creates a security interest for the purposes of the PPSA, the Customer agrees to do all things which Adelaide Pigeon Control considers necessary for the purposes of registering its security interest, including providing consents, signing and producing documents, or supplying information.

9.3 Other forms of security As a term of its approval of the Application (or at any time during the term of the Contract), Adelaide Pigeon Control may require the Customer to provide other security for performance under the Contract. For example, if the Customer is a company, a guarantee (in a form acceptable to Adelaide Pigeon Control) may be required from each director or shareholder of the Customer or any other person including the spouse or relative of that director or shareholder or from any associated or related entity of the Customer. Credit Account Application.

10. Warranties - The Customer warrants that: (a) all statements made and documents provided in connection with the Application and all representations that the Customer has made or may make during the term of the Contract to Adelaide Pigeon Control are true and correct; and (b) the Account is required for the Customer's business or commercial purposes and will not be used for personal, domestic or household purposes. The Customer acknowledges that Adelaide Pigeon Control relies on the correctness of these warranties in approving the Application and continues to rely on these warranties in its further dealings with the Customer.

11. Indemnity - The Customer indemnifies Adelaide Pigeon Control against liability, loss, costs, charges and expenses Adelaide Pigeon Control suffers in connection with the Contract or the Account.

12. Changes in address and other particulars - The Customer must notify Adelaide Pigeon Control within seven days of any change in the constitution, ownership, membership or control of the Customer, or any change or proposed change in the Customer's address. Despite the occurrence of any of these changes, the Customer's obligations under the Contract continue. However, Adelaide Pigeon Control may require a new application to be executed. Nothing in this clause affects Adelaide Pigeon Control's right to terminate or suspend the Account under clause 13.2(d) or to refuse the Customer (or its successor) approval to operate a new Account.

13. Termination / Suspension

13.1 Adelaide Pigeon Control 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 days' written notice to the Customer.

13.2 The Customer acknowledges that Adelaide Pigeon Control may suspend or terminate the Contract immediately (with or without written notice) if: (a) Adelaide Pigeon Control was induced by fraudulent misrepresentation on the Customer's part to approve an application for any account with the Customer; or (b) the amount charged to a Customer's Account exceeds the Credit Limit at any time without the prior written approval of Adelaide Pigeon Control; or (c) any amount charged to the Account is due and unpaid (amounts disputed in accordance with clause 8 are not considered due until the dispute is rectified); or (d) in the opinion of Adelaide Pigeon Control any change in circumstances, including, without limitation, changes in the Customer's constitution, ownership, membership, control status or ability to provide security for payment of amounts which have or are likely to be charged to the Account, makes the continuance of the Contract undesirable or unsatisfactory; or (e) 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; or August 2017 (f) the Customer uses the Account for any noncommercial purposes including, without limitation, for personal, domestic or household purposes; or (g) the Customer is otherwise in default under this Contract.

13.3 If Adelaide Pigeon Control suspends or terminates the Account under either clauses 13.1 or 13.2, the balance of the Account and any amounts incurred but not then billed are immediately due and payable by the Customer to Adelaide Pigeon Control. The Customer must pay to Adelaide Pigeon Control any amounts reasonably incurred or expended by Adelaide Pigeon Control in exercising its right under the Contract as a result of default by the Customer or as a result of any circumstance referred to in clause 13.2.

14. Notice Notices served under the - Contract may be emailed or delivered by post: • the Customer – at the email or postal address provided in the Application or notified in writing by the Customer to Adelaide Pigeon Control in accordance with clause 12; • Adelaide Pigeon Control- at its office as advised to the Customer in the approval. Notice is taken to be given. (a) in the case of ordinary email or post, in accordance with Adelaide Pigeon Control's terms and conditions for services rendered; or (b) in the case of email, the business day following the date of transmission provided.

15. Variation - Adelaide Pigeon Control may vary the terms and conditions of the Account with respect to future transactions between Adelaide Pigeon Control and the Customer: (a) by agreement between Adelaide Pigeon Control and the Customer; or (b) unilaterally by Adelaide Pigeon Control giving to the Customer not less than seven days' prior written notice specifying the variation and the date on which the variation becomes effective. Notice of the variation under this clause need not be sent separately and may be sent with the Customer's invoice of account or as part of any other correspondence.

16. Assignment - The Customer must not assign the Contract without the consent in writing of Adelaide Pigeon Control -which it may withhold in its absolute discretion.

17. Waiver Failure - by Adelaide Pigeon Control to enforce its obligations under the Contract does not constitute waiver of Adelaide Pigeon Control's rights unless it is in writing, nor does it affect the obligation of the Customer to make any further payments as and when they fall due.

18. Governing law - The Contract is made in the state of South Australia in which the Customer lodges the Application and is governed by the laws in force in that state.

**SIGNATURES**

Signature		Signature	
Name and Title		Name and Title	
Date		Date	