



Australia on a Plate Pty Limited

4/25 Ossary Street, Mascot, NSW 2020 Australia 2020

Tel: (02) 9667 1677 Fax (02) 9317 5388

www.aoap.com.au

Email: accounts@aoap.com.au

ACCOUNT APPLICATION FORM

Page 1 of 2

Registered Name of Company:		ACN:	
Trading Name:		ABN:	
Applicants Status: Company <input type="checkbox"/> Sole trader <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other.....			
Date of incorporation/ Date business commenced trading (Must be included in application):			
Business Address: Post Code:			
Contact name:	P :	F:	M:
Email address:			
Accounts contact person name:		Direct phone number:	
Email address:			
Preferred method to receive statements (please tick) : Email <input type="checkbox"/> Fax <input type="checkbox"/> Post <input type="checkbox"/>			
Specify Business Activity: Hotel <input type="checkbox"/> Restaurant <input type="checkbox"/> Retail <input type="checkbox"/> Caterer <input type="checkbox"/> Other			
Details of Directors / proprietors: List below			
Full Name:	Home Address:		
Full Name:	Home Address:		
Full Name:	Home Address:		
Trade references: List below			
Company Name:		Ph:	
Company Name:		Ph:	
Company Name:		Ph:	
Approximate monthly credit required:\$			



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DELIVERY INSTRUCTIONS AND OTHER INFORMATION

Delivery Address:

+ nearest cross street:

Special delivery instructions if any (eg: deliver to rear of shop or Do not deliver before 10AM etc):

Head Chef or Manager:

Sous Chef or Supervisor:

Main contact person for placing orders:

Other person/s authorised to place orders:

Do you require your own purchase order numbers on every invoice? Yes No

Would you like to receive our weekly prime cheese list? Yes No

Would you like to receive emails informing you about new products and specials? Yes No

Email address to be sent to (available by email only).....

The customer represents and warrants to Australia on a Plate Pty Limited ("AOAP") that the information contained herein is true and correct to the best of its knowledge

For non-incorporated customers, in terms of the Privacy Act 1988 I/we agree to AOAP exchanging personal information about me/us with other credit providers for the purpose of assessing my/our application for credit.

The customer hereby agrees that any contract entered into with AOAP shall be subject to AOAP standard Terms and Conditions which are displayed on the company Web Site (www.aoap.com.au) and are hereby incorporated by reference. You are advised to view the Web Site on a regular basis as the Terms and Conditions are subject to review and amendment.

AOAP may in its sole discretion grant credit to the customer or without notice revoke any such credit granted. In the event that AOAP shall grant credit to the customer, the customer agrees to make payment within 7 days of the date of AOAPs invoice. In the event that payment is not made as aforesaid AOAP reserves the right to stop supply and shall be entitled to levy a late payment fee and other costs as detailed in AOAPs Terms and Conditions.

I acknowledge having read and agree to the terms and conditions stated herein:

Acceptance by authorised person/proprietor:

Full Name:

Position:

Signature:

Date:

For office use:

Computer records updated Date:

Confirmation letter Date:

Winfax updated Date:

AOAP staff updated Date:

ACCOUNT APPROVED

Name.....

ACCOUNT NUMBER

TERMS

GUARANTEE & INDEMNITY BY COMPANY DIRECTORS ("Guarantee")

- It is only necessary to complete this Guarantee if the Customer is a company
- At least 2 directors must complete the Guarantee

To: **AUSTRALIA ON A PLATE PTY LIMITED** (ACN 068 922 076)
of 4/25 Ossary Street, Mascot NSW 2020 (the 'Seller')

Re:(name of purchasing company)

ACN.....

of(address of purchasing company)
(the 'Purchaser')

1. At the request of the person/s described below (the 'Guarantor') has indicated that it may, at its discretion:
 - a. Sell goods and services under the sellers usual terms & conditions of sale (the 'Sellers Terms & Conditions') to the Purchaser;
 - b. Make available certain financial accommodation to the Purchaser.
2. The Guarantor gives this guarantee and indemnity in consideration of the Seller, at the request of the Guarantor:
 - a. Providing or continuing to provide financial accommodation to the Purchaser;
 - b. Refraining from immediately asking for payment of any amounts now owing by the Purchaser.
3. The guarantor unconditionally and irrevocably guarantees to the Seller the due and punctual payment by the Purchaser to the Seller of all monies (the 'Guarantee Monies') at any time actually or contingently owing to the Seller by the Purchaser either alone or jointly and severally on any account, including, without limitation, by way of:
 - a. Monies payable for goods and services purchased by the Purchaser from the Seller;
 - b. Interest;
 - c. Costs and charges;
 - d. Indemnity and damages.
4. If the Purchaser defaults in payment of the Guarantee Monies, the Guarantor shall pay those monies on demand, by way of currency or unencumbered property, to or as directed by the Seller in order to discharge the debt in full.
5. Demand by the Seller may be signed by any of its managers or officers, or any of its solicitors, and served on the Guarantor at the registered office of the Purchaser, or on any Guarantor at its address shown below. If posted, with the postage prepaid, the demand will be taken to be served two business days after posting.
6. The Guarantor unconditionally and irrevocably guarantees to the Seller the due and punctual performance and observation by the Purchaser of each of the Sellers Terms & Conditions.
7. The Guarantors obligations under this guarantee and indemnity are principal obligations and are not ancillary or collateral to any other right or obligation. The Guarantors obligations may be enforced against the Guarantor without the Seller being required to take any action against the Purchaser or under any security it may hold for the Guarantee Monies.
8. This is a continuing guarantee and indemnity. The Guarantors liability is absolute and unconditional and is not affected by anything at all which, but for this provision, might operate to relieve the Guarantor of any obligation in whole or part, including, without limitation:
 - a. Any transaction or arrangement , including an arrangement which increases the Guarantee Monies, any extension of time, waiver or release, or any variation in the Sellers Terms & Conditions, which may be made or given between any of the Seller, the Purchaser, the Guarantor or anyone else;
 - b. The bankruptcy, winding up, liquidation or becoming insolvent under administration of, or appointment of any administrator to the Guarantor, the Purchaser or anyone else;
 - c. The fact that any other person fails to become bound or ceases to become bound as surety in respect of the Guarantee Monies;
 - d. Any failure by the Seller to give notice, or any other omission, delay or mistake on the part of the Seller;
 - e. Any change in the constitution, ownership, directors or management of the Purchaser; and
 - f. If the Purchaser is a trustee of a trust, the Purchaser acting beyond its powers under the trust.
9. Until the Guarantee Monies have been irrevocably paid in full, the Guarantor may not exercise any right or subrogation to the Seller and may not exercise any rights as surety in competition with the Seller.

10. Until that time, if the Purchaser is wound up, the Seller may prove for all monies which the Guarantor may have paid under the Guarantee and Indemnity and need not apply, in discharge of the Guarantee Monies, any monies which it received.
11. For the consideration mentioned above, the Guarantor unconditionally and irrevocably indemnifies the Seller against any loss or liability which it may suffer because the whole or any part of the Guarantee Monies is not recoverable from the Purchaser, and not recoverable from any Guarantor as a surety, and because of any default by the Purchaser in the performance and observance by the Purchaser of each of the Sellers Terms & Conditions.
12. A statement signed on behalf of the Seller by any of its authorised representatives, as to any matter or of any amount (including, without limitation amounts owing by the Guarantor) at the date specified in the statement is conclusive evidence in the absence of any manifest error.
13. If, after the Seller applies any amount against any of the Guarantee Monies, it forms the view that it is obliged to make a payment in respect of the amount so applied by it to any person under any law relating to bankruptcy, winding up or the protection of creditors, the rights of the Seller under this Guarantee and Indemnity will be reinstated, and will be the same in respect of the amounts as if the application, or the payment or transaction giving rise to it had not been made.
14. The Guarantor indemnifies the Seller against, and shall pay the Seller on demand, the amount of all costs, expenses and stamp duty in connection with the preparation, enforcement or discharge of this Guarantee and Indemnity.
15. If more than one person signs this Guarantee and Indemnity as Guarantor, they shall be jointly and severally liable.
16. The Guarantor hereby also grants an equitable charge over its entire personal joint and several assets in relation to any outstanding debts resulting from its Guarantee to the Seller.
17. In accordance with the Privacy Act 1988, I/ we agree to the Seller exchanging personal information about me/us with other credit providers for the purpose of assessing the application for credit. If the Seller approves the application for credit, this authorisation remains in force until the Guarantee monies have been irrevocably paid in full.

EXECUTED as an agreement on:

<p>GUARANTOR (1)</p> <p>Full Name.....</p> <p>Home Address.....</p> <p>.....</p> <p>Signature :</p>	<p>WITNESS</p> <p>Full Name.....</p> <p>Home Address.....</p> <p>.....</p> <p>Signature :</p>
<p>GUARANTOR (2)</p> <p>Full Name.....</p> <p>Home Address.....</p> <p>.....</p> <p>Signature :</p>	<p>WITNESS</p> <p>Full Name.....</p> <p>Home Address.....</p> <p>.....</p> <p>Signature :</p>

AUSTRALIA ON A PLATE PTY LIMITED

(ACN 068 922 076)

TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 Unless the context otherwise requires, the following terms shall have the meanings respectively ascribed to them.

The "**Customer**" shall mean the customer named in the Account Application Form or referred to in other relevant documents and shall, unless the context otherwise requires, include its employees and agents.

The "**Company**" shall mean AUSTRALIA ON A PLATE PTY LIMITED and shall unless the context otherwise requires, include its employees and agents.

The "**Goods**" shall mean any goods, products or services offered for sale by the Company.

2. ORDERS

- 2.1 Customers may place orders verbally or in writing.
- 2.2 AOAP reserves the right at all times to refuse to accept any order from the Customer without giving reasons.
- 2.3 Once an order is placed by the Customer and accepted by the Company, if the Customer thereafter wishes to cancel or vary the order, the Customer may be liable for costs, if any, incurred by the Company up to that point in time.
- 2.4 Goods sourced either locally or overseas, specifically to fulfil an order may not be cancelled or varied unless agreed by the Company.
- 2.5 All cancellations or variations must be in writing.

3. TERMS

- 3.1 Terms of payment are on delivery of the goods.
- 3.2 Where the Company agrees to grant the Customer credit, the terms of payment are strictly seven (7) days calculated from the date of the invoice, unless otherwise agreed in writing.

4. DELIVERY AND RISK

- 4.1 Delivery of goods shall be effected by the Company to the Customer subject to availability, and without any liability on behalf of the Company for any delays.
- 4.2 Once the goods have been delivered by the Company to the site of the Customer, all risk in and to the goods shall pass to the Customer.

5. PAYMENT

- 5.1 Payment is only received by AOAP when it receives cash or when the proceeds of other methods of payment are credited and cleared to AOAPS bank account.
- 5.2 The Customer acknowledges that the Company may impose a \$15 charge for returned cheques.

6. CLAIMS

- 6.1 All claims for any damage and/or defect in the goods purchased by the Customer must be made to the Company in writing within 48 hours of delivery of the goods otherwise the goods are deemed to be received in good order and condition.

7. DISPUTED CHARGES

- 7.1 If a Customer in good faith disputes any invoiced charges, the customer may withhold the disputed amount, but only if on or before payment due date;
- 7.1.1 The undisputed amount is paid in full, and
- 7.1.2 Notice in writing of the dispute is given to the Company, setting out details of the amount disputed, the reasons for the dispute, and the basis for calculating the disputed amount.
- 7.2 The Company will investigate all disputes.
- 7.3 If the amount is found to be payable (in whole or in part), then the Customer must pay that amount within 7 days of receiving notice and the basis of the decision.
- 7.4 Invoiced charges that are not disputed in good faith within 60 days of the date of an invoice will be deemed to be correct.

8. PRICE

- 8.1 The Customer shall not be entitled to make any deduction in respect of the prices agreed to by the Company relating to any set-off or counter-claim by the Customer against the Company

9. OVERDUE ACCOUNTS

- 9.1 Any amount overdue for payment (subject to Claims and Disputed Charges) will bear interest at the rate of 1.5% per month from the date it becomes overdue until paid.

10. CREDIT ASPECTS

- 10.1 Where the Company agrees to grant the Customer credit;
- 10.1.1 The Customer consents to the Company obtaining at any time a credit report from a credit reporting agency and/or the Customer's trade references.
- 10.1.2 If an unfavourable report is obtained, the Company reserves the right to:
- 10.1.2.1 Request Security or increase the amount of Security, or
- 10.1.2.2 Impose a credit limit.
- 10.1.3 Any Security must be provided in a form acceptable to the Company within seven days of the date of notice requiring such Security.
- 10.1.4 A credit reporting agency may be advised of payment defaults.

11. CREDIT CARD PAYMENTS

- 11.1 The Customer acknowledges that the Company may impose a charge for accepting payments by credit card.

12. RETENTION OF TITLE

- 12.1 Possession of the goods shall pass to the Customer at the time of delivery.
- 12.2 Notwithstanding the above, title and ownership of the goods shall only pass to the Customer when the Customer has paid the Company all that is owing to the Company in respect of the goods.
- 12.3 Until such payment is made, the Customer holds the goods as bailee for and on behalf of the Company.
- 12.4 If the Customer fails to pay for the goods on time, such event shall entitle the Company, its servants or agents to retake possession of the goods and for that purpose the Company shall be entitled to enter upon the Customer's premises without being liable for trespass.
- 12.5 The Customer shall nevertheless be liable for any and all amounts still due to the Company by the Customer less the value of the goods that the Company attributes to the goods at the time of such repossession.
- 12.6 The Company's determination of the value of the goods at that time shall be prima facie evidence of the fair market value of the goods at that time.

13. RECOVERY

- 13.1 Should it become necessary for the Company to institute legal action for recovery of any amounts due to it by the Customer, then the Customer specifically acknowledges and agrees that it shall be liable to the Company for all legal costs incurred by the Company on a solicitor and own client scale.

14. GENERAL

- 14.1 The Terms and Conditions of Trade may not be altered without our consent. Any alterations must be clearly marked and agreed to.
- 14.2 Non-adherence by the Customer to any of the terms set out above does not in any way constitute an acceptance by the Company or a waiver of the Company's rights.
- 14.3 These standard Terms and Conditions of Trade will be interpreted according to the laws of New South Wales and the courts having such jurisdiction in New South Wales.
- 14.4 If any provision of the Terms and Conditions of Trade shall at any time become void, voidable or unenforceable, the remaining provisions shall nevertheless continue to be of full force and effect.
- 14.5 The Company shall not be liable for any loss of time, inconvenience, commercial loss, or incidental or consequential damages.



CREDIT CARD AUTHORITY

(to be filled out if automatic credit card payments are going to be method of payment)

DATE: _____

Card Type							
<input type="checkbox"/>	Visa	<input type="checkbox"/>	MasterCard	<input type="checkbox"/>	Bankcard	<input type="checkbox"/>	Amex *
CARD NUMBER	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
EXPIRY DATE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
NAME ON CARD	_____						

I, _____, hereby authorise
Australia on a Plate PTY LTD to debit the abovementioned credit card details,
for the account of (business name) _____

SIGNATURE: _____

POSITION HELD WITHIN COMPANY: _____

PLEASE RETURN BY FAX TO (02) 9317 5388

* Please note: All American Express credit card transactions will attract a 3% surcharge based on total for transaction processed

Suburb	Days of Delivery	Suburb	Days of Delivery
Alexandria	MON, TUE, WED, THUR, FRI	Moore Park	MON, TUE, WED, THUR, FRI
Allambie	WED, FRI	Mosman	MON, TUE, WED, THUR, FRI
Arncliffe	MON, TUE, WED, THUR, FRI	Narrabeen	THUR
Artarmon	TUE, THUR	Neutral Bay	MON, TUE, WED, THUR, FRI
Ashfield	WED	Newport	THUR
Avalon	THUR	Newtown	MON, TUE, WED, THUR, FRI
Balgowlah	MON, WED, FRI	North Epping	WED
Balmain	MON, TUE, WED, THUR, FRI	North Ryde	WED
Balmoral	MON, TUE, WED, THUR, FRI	North Sydney	MON, TUE, WED, THUR, FRI
Bellevue Hill	MON, TUE, WED, THUR, FRI	Northbridge	TUE, THUR
Bondi	MON, TUE, WED, THUR, FRI	Paddington	MON, TUE, WED, THUR, FRI
Brighton-le-Sands	WED	Pagewood	MON, TUE, WED, THUR, FRI
Burwood	WED	Palm Beach	THUR
Cammeray	TUE, THUR	Parramatta	WED
Camperdown	MON, TUE, WED, THUR, FRI	Petersham	WED
Caringbah	WED	Point Piper	MON, TUE, WED, THUR, FRI
Castle Cove	THUR	Potts Point	MON, TUE, WED, THUR, FRI
Castle Hill	WED	Pyrmont	MON, TUE, WED, THUR, FRI
Castlecrag	THUR	Randwick	MON, TUE, WED, THUR, FRI
Chatswood	TUE, THUR	Redfern	MON, TUE, WED, THUR, FRI
Cherrybrook	WED	Riverview	THUR
Circular Quay	MON, TUE, WED, THUR, FRI	The Rocks	MON, TUE, WED, THUR, FRI
Clovelly	MON, TUE, WED, THUR, FRI	Rose Bay	MON, TUE, WED, THUR, FRI
Collaroy	THUR	Roseville	THUR
Concord	WED	Rozelle	MON, TUE, WED, THUR, FRI
Coogee	MON, TUE, WED, THUR, FRI	Ryde	WED
Cottage Point	THUR	Sans Souci	WED
Cronulla	WED	Seaforth	MON, WED, FRI
Crows Nest	MON, TUE, WED, THUR, FRI	Spit Junction	MON, TUE, WED, THUR, FRI
Darling Harbour	MON, TUE, WED, THUR, FRI	St Ives	TUE
Darlinghurst	MON, TUE, WED, THUR, FRI	St Leonards	TUE, THUR
Double Bay	MON, TUE, WED, THUR, FRI	St Peters	MON, TUE, WED, THUR, FRI
Drummoyne	WED	Stanmore	WED
Eastgardens	MON, TUE, WED, THUR, FRI	Strathfield	WED
Fairlight	MON, WED, FRI	Surry Hills	MON, TUE, WED, THUR, FRI
Glebe	MON, TUE, WED, THUR, FRI	Sydney City	MON, TUE, WED, THUR, FRI
Haberfield	WED	Turrumurra	TUE
Harbord	WED, FRI	Ultimo	MON, TUE, WED, THUR, FRI
Homebush	MON, TUE, WED, THUR, FRI	Vaucluse	MON, TUE, WED, THUR, FRI
Hornsby	TUE	Wahroonga	TUE
Hurstville	WED	Waitara	TUE
Kensington	MON, TUE, WED, THUR, FRI	Warriewood	THUR
Kings Cross	MON, TUE, WED, THUR, FRI	Waterloo	MON, TUE, WED, THUR, FRI
Kirribilli	MON, TUE, WED, THUR, FRI	Watsons Bay	MON, TUE, WED, THUR, FRI
Lane Cove	MON, TUE, WED, THUR, FRI	Whale Beach	THUR
Leichhardt	MON, TUE, WED, THUR, FRI	Willoughby	TUE, THUR
Lidcombe	WED	Woollahra	MON, TUE, WED, THUR, FRI
Lindfield	TUE	Woolloomooloo	MON, TUE, WED, THUR, FRI
Manly	MON, WED, FRI		
Maroubra	MON, TUE, WED, THUR, FRI		
Marrickville	MON, TUE, WED, THUR, FRI		
Mascot	MON, TUE, WED, THUR, FRI		
Miranda	WED		
Mona Vale	THUR		

Suburbs listed are inclusive of other suburbs surrounding their location. AOAP does not go west past Parramatta, south past Cronulla or north past Palm Beach. Call our office on (02)9667 1667 for the details of one of our great sub-distributors.

orders need to be placed before 6AM for same day delivery