

1. GENERAL INFORMATION

Company
 Government
 Sole Trader
 Partnership
 Club/Charity

Trading Since Date ____/____/____
 Annual Turn Over \$
 Number of Employees

Trading Name	ABN	

Business Industry	ACN	

Trading Address		
Suburb		
	Postcode	
Postal Address		
Suburb		
	Postcode	
Reception Telephone	Reception Fax	Credit Limit Desired
()	()	\$

2. CONTACT & INVOICING INFORMATION

Accounts Clerk Contact

Telephone () Email:

Accounts Department Supervisor

Telephone () Email:

Financial Controller Contact

Telephone () Email:

Invoices can be emailed to a specific contact or we can email them to the person who placed the order.
 Invoices should be sent to (tick one box only):

Accounts Payable
 Purchaser
 IT Manager
 Accounts Contact

Special Account Payable instructions: _____

TERMS OF CREDIT (Cloud Distribution Pty Ltd referred to as "Cloud Distribution")

1. I/We acknowledge that any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by Cloud Distribution at its discretion and advised to me/us.
2. Payment terms are **"Net 14 Days"**, payment being due within 14 days from the date of invoice unless alternative terms are agreed upon by "Cloud Distribution" in writing. Account payments are not subject to any settlement discount.
3. Credit limit approved by "Cloud Distribution" and advised to the applicant must not be exceeded. "Cloud Distribution" periodically reviews its credit limits. By signing these Terms of Credit you request "Cloud Distribution" to review and revise your credit limit from time to time. "Cloud Distribution" may increase your credit limit at your specific request. "Cloud Distribution" may reduce your credit limit at your specific request. "Cloud Distribution" may also reduce your credit limit without approval, but "Cloud Distribution" will not reduce your credit limit below the outstanding balance on the Account at the time of the reduction without prior consultation with you.
4. Ownership in goods invoiced remains with "Cloud Distribution" and does not pass to the purchaser until such time as payment is made in full. Notwithstanding the ownership in the goods remains with "Cloud Distribution" until full payment is made, risk in the goods passes to the purchaser immediately upon delivery of the goods to the purchaser.
5. Cloud Distribution, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the customer.
6. "Cloud Distribution" may at any time set-off amounts owed by "Cloud Distribution" to the Applicant from the amounts owed by the Applicant to "Cloud Distribution". "Cloud Distribution" will ordinarily apply payments against the oldest outstanding amount due.
7. "Cloud Distribution" hereby advises that, pursuant to s. 18E (8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under Section 18E(8)(c) of the Privacy Act 1988 "Cloud Distribution" is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3)); the fact that you have applied for credit and the amount, the fact that "Cloud Distribution" is a credit provider to you, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of "Cloud Distribution" you have committed a serious credit infringement; that credit provided to you by "Cloud Distribution" has been paid for or otherwise discharged. Pursuant to ss. 18K(1) and 18N (1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to "Cloud Distribution" obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agree to that agency or provider providing that information to "Cloud Distribution" for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports, which may assist "Cloud Distribution" in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
8. "Cloud Distribution" is not liable for any costs incurred in the completing of this Credit Application form. You are responsible for any stamp duty or other government charges levied on or in connection with this Application, Terms and Conditions, credit facility or guarantee.
9. Failure to comply with the "Terms of Credit" may result in "terms" being amended or credit withdrawn without notice.
10. Director's Guarantee – If you are a body corporate, "Cloud Distribution" may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. "Cloud Distribution" will notify you of this requirement and seek your consent.
11. Confidentiality of your information – Except as required by law, "Cloud Distribution" will only use or disclose your personal information as necessary for the credit facility. For example, to Accounts Receivables staff or to external auditors.
12. Default – If you or an authorised operator:
 - a. obtain credit by fraud or dishonesty;
 - b. allow the amount of a monthly statement to remain unpaid for more than 14 days from its date;
 - c. breach any of these terms and conditions;
 - d. use the credit facility in circumstances where "Cloud Distribution" believes that the continued use of the credit facility may cause loss or damage to you or "Cloud Distribution"; or if
 - e. any person who has guaranteed your obligations under the credit facility withdraws his, her or their guarantee, then "Cloud Distribution" may close or suspend the credit facility. If the credit facility is closed or suspended then "Cloud Distribution" may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of your obligations or those of any authorised operator in respect of the credit facility.