



## **New Customer Information**

Welcome to Devings Fine Foods.

We look forward to working with you to make a difference in your business.

### **Terms and Conditions:**

- The minimum order for delivery is \$200 + GST. There is no minimum order for pickup from our warehouse in Malaga.
- All orders should be made through your assigned sales representative. Alternatively, you can send through your order to our office, who will forward it to your sales representative who will then enter it into the system.
- Retail products must be ordered in full-carton quantities when the carton quantity is less than 10.
- All new customers will be COD (Cash or Cheque on Delivery) for the first three orders.
- Should you wish to open a credit account with us, please find attached an Account Application form. Please complete and sign both pages and return the original, penned application to us via post or alternatively give it to your Sales Representative. After the COD period, your Account Application will be assessed, and if approved, you will be placed on a 30-day (from the invoice date) account with us.

Thank you and we look forward to continuing working with you and providing a high standard of service to your organisation. Please feel free to contact us at any time if you have any queries at all.

Kindest Regards,  
Jenny Kelly  
Devings Fine Foods



5/241 Camboon Rd, Malaga WA 6090  
T: (618) 9248 5834 F: (619) 9249 9563  
devings.com.au payments@devings.com.au



Trading Name of Customer: \_\_\_\_\_

Please tick one:     Pty Ltd Corporation     Trustee     Partnership     Sole Trader

Customer’s Registered Name: \_\_\_\_\_ ABN: \_\_\_\_\_

Registered Address: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Business Address: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone : (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

Please supply three trade references:

1. \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

2. \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

3. \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

1. I/We hereby apply to the supplier for a trading account and certify that the information contained herein is true and complete.
2. If payments are not made on time the supplier may refuse to supply further goods.
3. The supplier may from time to time place a limit on credit available to the customer.
4. The customer will notify the supplier if there is any change in ownership or control of the customer.
5. The customer will indemnify the supplier against all costs and expenses incurred by the supplier or the supplier’s agent in recovering monies owed to the supplier by the customer.
6. To comply with the Privacy Amendment Act of 1990, I/We the undersigned, acknowledge that the supplier has informed me/us, in accordance with section 18E(8)(c) of the privacy act 1988, that certain items of personal items about me/us contained in this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. Furthermore, I/we agree, in accordance with the following sections.
  - 18K(1)(b) – Permission to the supplier to obtain consumer credit history
  - 18K(1)(c) – Permission from a guarantor to obtain consumer information
  - 18K(1)(h) – Permission to the supplier to obtain further consumer information if I/we default
  - 18N(1)(b) – Permission to the supplier to give and seek from any credit providers named in this application, or in a credit report issued by a credit reporting agency, information about my/our credit arrangements, and that this information may be used for assessment of a credit application: for notifying other credit providers of a default, and for exchanging information with other credit providers.
7. a) I/we acknowledge that property and all title in the goods supplied will remain wholly vested in the supplier until all monies owed by the applicant to the supplier together with all collection and repossession and legal costs incurred and applicable taxes have been paid in full.  
b) In the event that the customer fails to pay any monies owing to the supplier when due and payable, the supplier will be entitled forthwith and without notice to repossess all goods supplied by the supplier, its servant or agents will be entitled to enter the premises of the customer or any other premises and retake possession of the goods held by the customer as aforesaid  
c) Notwithstanding the foregoing, the risk in the goods shall pass to the customer, on delivery to the customer or to the custody of the first carrier whether as agent of the customer or not.

Date of Application: \_\_\_\_\_

SIGNATURES OF ALL PARTIES INTERESTED IN THIS APPLICATION IE: all partners, registered company directors

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## DEED OF GUARANTEE AND INDEMNITY

In consideration of DEVINGS FINE FOODS ABN: 81 093 914 807 (“Devings Fine Foods”) supplying either goods or services or both to the Customer described below the guarantors and indemnifiers (“The Guarantors”) described below by the execution of this Guarantee unconditionally and personally guarantee the due punctual payment to Devings Fine Foods on demand of all money which is payable or may become payable by the Customer to Devings Fine Foods for both goods and services supplied from time to time by Devings Fine Foods to the Customer and all damages and costs and interests which may be payable by the Customer to Devings Fine Foods (“the outstanding Amount”) AND the Guarantors also agree as follows:

1. The Guarantors will reimburse any expenses that Devings Fine Foods may incur in the enforcement of any of its rights under this guarantee including but not limited to legal costs and expenses.
2. The Guarantors shall pay immediately upon the receipt of a written demand from Devings Fine Foods the full amount owed by the Customer at the date of the demand. The Guarantors are required to comply with the conditions of this clause irrespective of whether Devings Fine Foods has exercised or exhausted its rights against the Customer.
3. The liability of the Guarantors is absolute and will not be affected by the insolvency of the Customer, which for the purpose of this provision is given to include but not limited to the administration, winding up, liquidation, dissolution, receivership, reconstruction, or other insolvency event or in relation to the customer.
4. The Guarantors fully guarantee and indemnify Devings Fine Foods against any losses or expenses either directly or indirectly incurred as a result of the default of the Customer in connection with the payment of the outstanding amount.
5. The Guarantee will not be considered to be discharged by the payment at any time of the outstanding amount by the Guarantors or the Customer and will continue to apply to all present and future balances of the outstanding amount.
6. This is a continuing Guarantee and Indemnity for the whole of the outstanding amount and will remain in full effect until discharged.
7. This guarantee and Devings Fine Foods under it may be assigned or transferred by Devings Fine Foods without the consent of the Customer or the Guarantors.
8. Where more than one person gives the Guarantee the obligations on the part of the guarantors contained in this guarantee take effect as joint and several obligations.
9. The Guarantors execute this Guarantee in their personal capacity and as Trustee of each and every trust of which they are a trustee.
10. The laws of Western Australia shall apply to this Guarantee

Executed as a Deed

Dated: \_\_\_\_\_

Trading Name of Customer: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_ Signature: \_\_\_\_\_

Address of Guarantor: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_ Signature: \_\_\_\_\_

Address of Guarantor: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_ Signature: \_\_\_\_\_

Address of Guarantor: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_ Signature: \_\_\_\_\_

Address of Guarantor: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_