



MUMS BUNS COMMERCIAL CREDIT APPLICATION

Thac Pty Ltd ABN: 29 159 458 143

15 - 21 Meeks Road, Marrickville NSW 2204

Ph : 02 9517 9850

Fax: 02 9557 4762

Email : info@mumsbuns.com.au

To Thac Pty Ltd trading as Mums Buns ABN 29 159 458 143 ("the supplier")

Registered Name	
Trading As	
Address	
A.B.N.	

hereby applies for a commercial credit account. In support of the application, I/we ("the applicant") supply the following information known to me/us to be true and accurate:

Postal Address					
Contact for Accounts Enquiries				Mobile:	
Telephone:			Facsimile:		
E-mail:					
Type of Registration	Sole Trader		Partnership		Company
Full Name(s) and Residential Address of Proprietors or Directors					
1	Name:			Telephone:	
	Address:				
2	Name:			Telephone:	
	Address:				
3	Name:			Telephone:	
	Address:				
Trading Bank :				Branch:	
Number of Years in business:			Weekly credit requirement:		\$

Trade References:			
	Business Name	Telephone	Contact
1			
2			
3			

Delivery Instructions	
Deliver goods to:	

In the event that the commercial credit application is approved, I/we hereby agree to the terms and conditions hereto annexed and marked " Trading Terms & Conditions". The supplier reserves the right to amend the "Trading Terms & Conditions" from time to time.

Trading Terms and Conditions

Payment

1. The applicant agrees to pay for products delivered to the applicant or ordered by the applicant within 7 days (“credit term”) from the date of invoice for such products.
2. The supplier will retain title to products supplied to the applicant until it has received payment in full for same. The fact that the supplier retains the title to products until they are paid in full does not affect its rights as an unpaid seller.

Outstanding monies outside the credit term

3. The applicant agrees that all expenses, costs and disbursements incurred in recovering any outstanding monies, including debt collection agency fees and solicitor’s costs will be paid by applicant.
4. In the event of this application being successful, the supplier reserves the right to withhold the supply of products without notice to the applicant if there are any monies that remain unpaid outside the stipulated 7 days credit term.

Delivery

5. Any risks as regards loss, damage or deterioration of products shall pass to the applicant on delivery.
6. The supplier will bear the loss or damage to products in transit where delivery is by its nominated carrier and included in the price of the products. Any claims for shortages or damaged products must be made the supplier within 24 hours of delivery taking place.
7. In all other cases the applicant is responsible for loss or damage when the product leaves the supplier’s premise.
8. The supplier will use its reasonable endeavours to meet the applicant’s requested delivery dates however the supplier will not be liable to the applicant for any loss or damage whatsoever (including consequential loss) should it be delayed or prevented from delivering the products.

Liability

9. The liability of the supplier arising from a breach of any condition or warranty in relation to the products sold to the applicant is limited at the option of the supplier to replacement of the products or replacement with equivalent products the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired.
10. To the extent permitted by law, the supplier will not be liable for and the applicant will indemnify and hold the supplier harmless against any claim, loss or damage to any person or property directly or indirectly occasioned by or arising from the using or possession of the products or the negligent or wilful acts or omissions of the applicant, its servants or agents.

Change in Control

11. The applicant shall give the supplier not less than 14 days prior written notice of any proposed change of ownership of the applicant or any other changes to the applicant’s details. The applicant shall be liable for any loss incurred by the supplier as a result of the applicant’s failure to comply with this condition.

General

12. The failure by the supplier to enforce any of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the supplier’s right to subsequently enforce that provision. If any provision if these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
13. The construction, validity and performance of any contract incorporating these conditions will be governed by the laws of the State of New South Wales and the applicant and the supplier submit to the jurisdiction of the Courts of that State.

The applicant confirms that I/we have read, understood and accept Thac Pty Ltd trading as Mums Buns Trading Terms & Conditions and agree to be bound by them and warrants that the applicant has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.

Company/ Business Name:			
Name:		Position:	
Signature:		Date:	

To Thac Pty Ltd trading as Mums Buns ABN 29 159 458 143, in consideration of the supplier at our request to supply or continue to supply products to:

Registered Name	
Trading As	
Address	
A.B.N.	

1. _____
 [insert full name of address of first guarantor]

2. _____
 [insert full name of address of second guarantor]

acknowledge that the Supplier's Privacy Policy Credit Reporting Policy has been provided to me and that I can also obtain one at <http://www.mumsbuns.com.au/order-wholesale-bakery/> and that, in addition to containing information about my rights to request access and correction to information and make a complaint, the Credit Reporting Policy also contains further details about credit reporting including the name and contact details of a credit reporting body to whom my information may be disclosed; how I can obtain the credit reporting body's policy about the management of credit information and other rights in relation to information held by the credit reporting body.

By signing this application as a sole trader, partner, trustee, director or guarantor, I personally agree that the Supplier may to the extent permitted by law:

- (a) provide any items of my personal information permitted by Part IIIA of the Privacy Act 1988 to a credit reporting body;
- (b) obtain a consumer credit report about me from a credit reporting body to assess this Application or proposed guarantee in respect of this Application or to collect overdue payments;
- (c) give credit information about me to a person permitted under Part IIIA of the Privacy Act 1988 for considering whether to act as guarantor, or to a guarantor;
- (d) exchange credit information about me with other credit providers to assess my credit worthiness or this Application.

Signature Guarantor 1.		Signature Witness:	
Full Name & Date:		Full Name & Date:	
Signature Guarantor 2.		Signature Witness:	
Full Name & Date:		Full Name & Date:	

Privacy Policy

When we refer to your information, we are referring to your personal information, as defined under the Privacy Act 1988 (Cth),

The kinds of information we collect and hold

We may collect and hold a range of different information about you. This can include your name, contact details (including address, email address, phone number or mobile telephone number), driver's licence number, financial information (such as credit card or bank account details) and information about how you use our products and services.

We may collect your information in a number of ways, including:

- directly from you (such as where you complete an application form or agreement for one of our services, or contact us with a query or request)
- from third parties such as credit reporting bodies (for more details see our Credit Reporting Policy below), wholesale or other customers, or your representatives
- from publicly available sources of information
- from our records of how you use our products or services
- from the third parties we list in the section of this Statement with the heading When we disclose your information

How we hold your information

We store your information in hard copy or electronic format, on our premises. We take reasonable steps to maintain the security of your information and to protect it from unauthorised disclosures.

How we use your information

We may use your information for a range of different purposes, including

- to verify your identity, or to conduct appropriate checks for credit-worthiness and for fraud checking
- to administer and manage the products and services we provide to you, to charge and bill you for them, and to collect any amounts you may owe us

When we disclose your information

We may disclose your information to third parties who provide services to us, including organisations and contractors that assist us with the purposes for which we use your information. These services include:

- delivery service,
- mailing operations, billing and debt-recovery functions

We may also disclose your information:

- to your authorised representatives or advisers, or when you ask us to do so
- to credit-reporting bodies (for more details see our Credit Reporting Policy below) and fraud-checking agencies, and to credit providers for credit related purposes such as credit-worthiness, credit rating, credit provision and financing
- to law enforcement and national security agencies, and other government and regulatory authorities as required or authorised by law
- for the purposes of facilitating or implementing a transfer/sale of all or part of our assets or business

In most cases, the organisations to whom we may disclose your information are based inside Australia.

How to access or correct your personal information or make a privacy complaint

If you wish to access any of your personal information that we hold or would like to correct any errors in that information, please contact us using the contact details set out in the how to contact us section of this Statement, so that we can consider and respond to your request. We do not charge for providing access to your personal information in response to a request. You may also use these contact details to notify us of any privacy complaint you have against us, including if you think that we have failed to comply with Privacy Act. We are committed to acknowledging your complaint in a prompt manner and will give you an estimated timeframe for when we will respond to your complaint.

While we hope that we will be able to resolve any complaints you may have without needing to involve third parties, you may also be able to lodge a complaint with a relevant regulator such as the Australian Information Commissioner (www.oaic.gov.au).

How to contact us

If you have any questions in relation to this Statement or our management of your information, please let us know by contacting us on (02) 9517 9850 or writing to us at info@mumsbuns.com.au

Credit Reporting Policy

This sets out how we manage your credit information and credit eligibility information where this is relevant to you, and is our credit reporting policy for the purposes of Part IIIA of the Privacy Act.

We may provide credit as contemplated in the Privacy Act to our customers in connection with our products and services and, as a result, we may collect credit information and credit eligibility information about you as referred to in the Privacy Act. Our Credit Reporting Policy sets out how we manage that information.

How we collect and hold credit information and credit eligibility information about you

Credit information relates primarily to your credit related dealings with us and covers various types of information that can be collected by Credit Reporting Bodies (CRBs) that report on consumer credit worthiness.

Credit information includes:

- identification information
- basic information about your credit account (for example when it was opened)
- details about information requests we make about you to CRBs
- information about certain overdue payments and about serious credit infringements and information about payments or subsequent arrangements in relation to either of these
- various publicly available information like bankruptcy and credit-related court judgements

We may collect credit information about you in any of the circumstances relating to other personal information described in our Privacy Statement under How we collect your information. Credit eligibility information is information equivalent to the kinds listed above that we generally collect from CRBs.

This information relates primarily to your dealings with other credit providers (for example, banks, other financial institutions, or other organisations that may provide you with credit in connection with their products or services). It may also include certain credit worthiness information that we derive from the data that we receive from a CRB. Sometimes we may also collect credit eligibility information about you from other credit providers.

We store and safeguard your credit information and credit eligibility information in the ways described in our Privacy Statement under How we hold your information.

How we use and when we disclose your credit information and credit eligibility information

We may disclose your credit information to CRBs. Those CRBs may then include that information in credit reporting information that they provide to other credit providers to assist them to assess your credit worthiness.

We may also use and disclose your credit information for other purposes and in other circumstances as described in our Privacy Statement under How we use your information and When we disclose your information, when permitted to do so by the Privacy Act.

Our use and disclosure of credit eligibility information is regulated by Part IIIA of the Privacy Act and the Credit Reporting Privacy Code. We will only use or disclose such information for purposes permitted by these laws, such as:

- processing credit-related applications and managing credit that we provide
- assisting you to avoid defaults
- collecting amounts you may owe us in relation to such credit and dealing with serious credit infringements
- assigning our debts
- participating in the credit reporting system
- dealing with complaints or regulatory matters relating to credit or credit reporting
- as required or authorised by another law.

In some cases, the people to whom we may disclose your credit information or credit eligibility information may be based outside Australia – for more information please see the details in our Privacy Statement under When we disclose your information.

How to access or correct your credit information or credit eligibility information

If you wish to access or correct errors in any of your credit information or credit eligibility information that we hold, please contact us using the contact details in the [How to contact us](#) section in our Privacy Statement.

We do not charge for providing access to your credit eligibility information, depending on the request.

How to make a complaint regarding our compliance with Part IIIA of the Privacy Act and the Credit Reporting Privacy Code

You can make a complaint by using the contact details in the [How to contact us](#) section of our Privacy Statement.

We will acknowledge your complaint in writing as soon as practicable within 7 days. We will aim to investigate and resolve your complaint within 30 days of receiving it. If we need more time, we will notify you about the reasons for the delay and ask for your agreement to extend this 30 day period.