

# Credit Application Form

Please complete all sections and read the Terms and Conditions of Trade

## Step 1: Business Details

### Type of Business

Sole Trader	<input type="checkbox"/>	Company	<input type="checkbox"/>	Trust	<input type="checkbox"/>
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### Requested Credit Term

7 Days	<input type="checkbox"/>	14 Days	<input type="checkbox"/>	30 Days	<input type="checkbox"/>
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Company Name:
Trading Name:
ABN / ACN:
Physical Address:
Postal Address:
Phone:
Email:

## Step 2: Applicant Information

### Directors / Owners / Trustees

Full Name:
Residential Address:
Email:
Mobile:
D.O.B.:

Full Name:
Residential Address:
Email:
Mobile:
D.O.B.:

## Step 3: Trade References

Reference 1 Name:
Reference 1 Contact:

Reference 2 Name:
Reference 2 Contact:

## Step 4: Accounts Contact

Name:
Mobile/Phone:
Email:

Best contact for invoices and statements

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### Step 5: Deed of Personal Guarantee

Guarantor
Signature:
Full Name:
Position:
Date:
<b>DEED OF PERSONAL GUARANTEE, INDEMNITY AND CHARGE</b> This Deed is made by the undersigned Guarantor in favor of Chelmsfield Holdings Pty Ltd as trustee for the Howell 1. DEFINITIONS AND INTERPRETATION 1.1 "Customer" means the person or entity receiving goods or services from MFG. 1.2 "Guarantor" means the individual executing this Deed. 1.3 "Debt" means all monies owed by the Customer to MFG, whether present or future, actual or contingent. 1.4 "Charge" means the security interest granted by the Guarantor over their property. 1.5 Headings are for convenience only and do not affect interpretation. 2. GENERAL 2.1 This Deed is a continuing guarantee and indemnity. 2.2 The Guarantor acknowledges having read and understood MFG's Terms of Trade. 2.3 The Guarantor agrees to be bound by the Terms of Trade as if they were the Customer. 3. GUARANTEE AND INDEMNITY 3.1 The Guarantor unconditionally guarantees payment of all debts and obligations of the Customer to MFG. 3.2 The Guarantor indemnifies MFG against any loss or damage arising from the Customers default. 3.3 This indemnity is independent of the guarantee and survives termination of this Deed. 4. CHARGE 4.1 The Guarantor charges all their legal and equitable interest in any real property (present and future) as security 4.2 The Guarantor consents to MFG lodging a caveat over such property. 5. WARRANTIES 5.1 The Guarantor warrants: (a) they have received independent legal advice or waived the right to do so. (b) they are not bankrupt or insolvent. (c) they enter this Deed voluntarily and with full understanding of its terms.

### Step 6: Signature

Applicant Signature:
Director Name:
Date:

Witness Signature:
Witness Name:
Date:

By signing, I acknowledge that I have read and agree to the Terms and Conditions and Terms of Trade.

**MALLEE FENCING GROUP (WA)**  
**STANDARD TERMS OF TRADE & CONDITIONS**

**1. Application and Acceptance of Terms**

- 1.1** These Terms of Trade and Conditions ("Terms") govern every supply of goods and/or services by Mallee Fencing Group (WA) ("MFG") to the person, firm, partnership, trust, body corporate, government agency, statutory authority, or other legal entity ("Customer"), regardless of any prior dealings, and constitute the entire agreement between the parties.
- 1.2** By executing the Credit Application, signing any quotation, issuing a purchase order, instructing MFG to proceed, making payment of a deposit, or accepting delivery of goods and/or provision of services, the Customer irrevocably acknowledges and agrees to be bound by these Terms.
- 1.3** Any terms and conditions contained in any document issued by the Customer shall be of no legal effect and shall not constitute a counter-offer or variation, unless expressly accepted in writing by an authorised officer of MFG.
- 2. Governing Law and Jurisdiction**
- 2.1** This agreement is governed by, and will be construed in accordance with, the laws in force in the State of Western Australia and the Commonwealth of Australia.
- 2.2** The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia, the Federal Court of Australia, and any courts competent to hear appeals from those courts.
- 3. Quotations and Scope of Work**
- 3.1** All prices, descriptions, and timeframes provided in quotations are indicative estimates only, based on the site conditions and information available to MFG at the time of preparation. Quotations are strictly confidential and intended solely for the Customer's internal use.
- 3.2** Quotations are valid for thirty (30) calendar days from the date of issue unless otherwise specified in writing by MFG.
- 3.3** The Customer acknowledges that rural fencing works are subject to variations in metreage, terrain, ground conditions, and other on-site factors, and agrees that the final invoiced price will reflect the actual goods, labour, and ancillary services supplied, plus any agreed variations and disbursements.
- 4. Formation of Contract**
- 4.1** A legally binding contract for the supply of goods and/or services will be formed when:
- the Customer accepts, in writing or verbally, a quotation issued by MFG; or
  - MFG receives a deposit or other form of consideration; or
  - the Customer permits MFG to commence work.
- 4.2** Each contract is deemed to incorporate these Terms in full, together with any special conditions expressly stated on the quotation or order confirmation.
- 5. Scheduling, Cancellations, and Rescheduling**
- 5.1** MFG will use reasonable endeavours to commence and complete the works within any stated or agreed timeframe, subject to weather conditions, availability of materials, and other factors outside its reasonable control.
- 5.2** The Customer may request to cancel or reschedule works by providing not less than twenty-four (24) hours' written notice.
- 5.3** Where such notice is not given, MFG may charge a cancellation fee equal to twenty-five percent (25%)

of the quoted labour charges, which the Customer agrees is a genuine pre-estimate of the loss suffered by MFG due to resource allocation, scheduling, and opportunity costs.

**6. Customer Obligations**

- 6.1** The Customer must ensure the site is physically and legally ready for the works, including:
- clearing rural fence lines to bare earth, free from vegetation, debris, and pre-existing fencing materials;
  - pegging and marking proposed locations for strainers and gateways; and
  - ensuring access points are unobstructed.
- 6.2** If MFG is engaged to carry out site preparation, this will be treated as a separate, chargeable service.
- 6.3** The Customer must, prior to commencement, disclose all known site conditions including underground or concealed cables, pipes, septic systems, and hazards, and is responsible for compliance with the Electricity Act 1945 (WA) when works are near overhead or underground electrical assets.
- 6.4** It is the sole responsibility of the Customer to ensure that all boundary pegs are correctly located, visible, and aligned in accordance with the official land boundaries as defined by Landgate or a licensed surveyor. MFG shall not be held liable for any misalignment, incorrect placement, or absence of boundary markers. Prior to commencement of any works, the Customer must verify boundary locations and ensure that all pegs or markers are correctly positioned. If boundary pegs are missing, obscured, or suspected to be incorrectly placed, the Customer must engage a licensed surveyor to re-establish the boundaries. The Customer agrees to indemnify and hold harmless MFG from any claims, disputes, or costs arising from boundary misalignment, encroachment, or failure to comply with legal boundary requirements.

**7. Workplace Health and Safety**

- 7.1** MFG will carry out all works in accordance with its obligations under the Work Health and Safety Act 2020 (WA) and Work Health and Safety (General) Regulations 2022 (WA)
- 7.2** The Customer must ensure that the site is free from health and safety hazards and must not request MFG to perform any works that would breach applicable WHS laws.

**8. Materials, Title, and Risk**

- 8.1** All goods and materials supplied remain the sole and absolute property of MFG until payment in full has been received.
- 8.2** Risk of loss, damage, or deterioration passes to the Customer upon delivery of goods to the site, whether or not title has passed.
- 8.3** The Customer grants to MFG a purchase money security interest in the goods, which MFG may register on the Personal Property Securities Register pursuant to the PPSA.

**9. Pricing, Deposits, and Payment**

- 9.1** Unless otherwise agreed, a deposit equal to fifty percent (50%) of the total contract price is payable where goods are to be procured or manufactured prior to commencement.
- 9.2** The balance of all invoices is payable strictly within seven (7) calendar days of issue unless an alternate account term is approved by MFG.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**MALLEE FENCING GROUP (WA)**  
**STANDARD TERMS OF TRADE & CONDITIONS**

**9.3** Prices are exclusive of GST unless expressly stated otherwise. GST will be charged and must be paid in accordance with the GST Act.

**10. Overdue Accounts and Debt Recovery**

**10.1** The Customer will be in default if any amount payable to MFG is not paid in full by the due date, if the Customer breaches any material obligation under these Terms, or if the Customer suffers an insolvency event.

**10.2** Upon default:

- All monies owing by the Customer to MFG, whether due for payment or not, become immediately payable;
- MFG may suspend performance, cease delivery, or terminate any or all contracts; and
- any credit facilities will be immediately withdrawn.

**10.3** Overdue amounts may incur:

- a late payment administration fee of ten percent (10%) of the outstanding balance; and
- interest at the maximum rate permitted under the Civil Judgments Enforcement Act 2004 (WA), calculated daily until full payment is received.

**10.4** The Customer indemnifies MFG for all reasonable costs incurred in enforcing its rights, including legal fees on an indemnity basis and fees charged by mercantile agents, recoverable as a liquidated debt.

**10.5** MFG may report defaults to credit reporting agencies, subject to the Privacy Act 1988 (Cth) and APPs.

**10.6** Until payment in full is received, MFG may exercise its PPSA rights to recover goods without notice, to the extent permitted by law.

**11. Delivery**

**11.1** MFG may deliver goods in multiple instalments. Each instalment constitutes a separate contract and may be invoiced separately.

**11.2** Any delivery times advised by MFG are indicative only and not of the essence, except where expressly agreed in writing.

**12. Returns and Warranties**

**12.1** MFG's goods and services come with guarantees that cannot be excluded under the ACL.

**12.2** The Customer is entitled to a replacement or refund for a major failure and to compensation for any other reasonably foreseeable loss or damage.

**12.3** For minor failures, MFG may elect to repair, replace, or re-supply the goods or services.

**12.4** Custom-made goods are not returnable unless they fail to meet a consumer guarantee under the ACL.

**13. Environmental and Biosecurity Compliance**

**13.1** MFG will comply with its statutory obligations under the Environmental Protection Act 1986 (WA) and related regulations.

**13.2** The Customer must ensure works do not breach the Biosecurity and Agriculture Management Act 2007 (WA), and indemnifies MFG for any penalties or costs arising from non-compliance caused by Customer acts or omissions.

**14. Force Majeure**

**14.1** MFG will not be liable for any delay or failure to perform its obligations where such delay or failure is caused by events beyond its reasonable control, including but not limited to natural disasters, fire, lightning, explosion, flood, ground subsidence, civil

unrest, government intervention, or other unforeseen circumstances.

**15. Limitation of Liability**

**15.1** To the fullest extent permitted by law, MFG's liability is limited to, at MFG's sole discretion:

- re-supply of the goods or services;
- replacement of the goods; or
- payment of the cost of having the goods or services supplied again.

**15.2** MFG will not be liable for any indirect, incidental, special, or consequential loss, including loss of profit, revenue, or business opportunity.

**16. Notices**

**16.1** Any notice, demand, consent or other communication ("Notice") under these Terms must be:

- in writing and in English; and
- delivered personally, sent by prepaid post, or transmitted by email to the receiving party's last known physical or email address.

**16.2** A Notice will be deemed to have been received:

- if hand-delivered — at the time of delivery;
- if sent by post within Australia- on the third business day after posting; or
- if sent by email — at the time indicated in the "sent" status report, unless the sender receives a delivery failure notification.

**16.3** If a Notice is given after 5:00 pm on a business day, or on a day that is not a business day in the place of receipt, it is taken to be received at 9:00 am on the next business day.

**17. Interpretation and Definitions**

**17.1** In these Terms, unless the context requires otherwise:

- "ACL" means the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010
- "APPs" means the Australian Privacy Principles contained in the Privacy Act 1988
- "Customer" means the person or entity purchasing goods or services from MFG.
- "Goods" includes all materials, products, and items supplied by MFG.
- "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999
- "PPSA" means the Personal Property Securities Act 2009
- "Services" means all labour, installation, fencing construction, and related work provided by MFG.

**17.2** Headings are for convenience only and do not affect interpretation.

**17.3** A reference to legislation includes any statutory modification, re-enactment, consolidation or replacement of that legislation, and any subordinate legislation issued under it.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_