**COMPANY / SOLE TRADER / PARTNERSHIP**

Please tick appropriate box:

[ ]  Company

[ ]  Sole Trader/Partnership

Full Name of Legal Entity:

ACN:

ABN:

Directors/Proprietors:

|  |  |  |  |
| --- | --- | --- | --- |
| Full Name: | Mobile Number: | Drivers Licence Number: | Date of Birth*Click here to enter a date.* |
| Address: |
| Full Name: | Mobile Number: | Drivers Licence Number: | Date of Birth*Click here to enter a date.* |
| Address: |

**TRUST**

**Corporate Trustee:**

Full Name of Legal Entity:

ACN:

**Individual Trustee:**

Full Name of Legal Entity:

Name of Trust and trading name:

ABN:

|  |  |  |  |
| --- | --- | --- | --- |
| Full Name: | Mobile Number: | Drivers Licence Number: | Date of Birth*Click here to enter a date.* |
| Address: |
| Full Name: | Mobile Number: | Drivers Licence Number: | Date of Birth*Click here to enter a date.* |
| Address: |

**CONTACT DETAILS**

|  |
| --- |
| Trading Address |
| State: *Click here to choose a state.*Postcode  | City |
| Postal Address |
| State: *Click here to choose a state.*Postcode  | City |
| Name of Account Payable Principal Contact | Phone Number |
| Main Phone Number | Main Fax Number |
| Email Address for Accounts Payable | Email Address to Receive Invoices |
| Name of Bank | Branch |

**TRADE REFERENCES**

The Applicant expressly consents and provides authority to the Company to contact Trade References.

|  |  |  |  |
| --- | --- | --- | --- |
| **Company Name** | **Average Monthly Purchase** | **Telephone Number** | **Contact Name** |
| 1.  | *$* |  |  |
| 2.  | *$* |  |  |
| 3.  | *$* |  |  |

**PHILIPS HEALTHCARE CONTACT DETAILS**

|  |  |
| --- | --- |
| Name: | Position: |
| Phone Number: | Email Address: |

**PRIVACY DISLOSURE AND APPLICATION**

I/we certify that the information supplied in this application is true and correct and that I/we am/are authorised on behalf of the applicant to apply to Philips Electronics Australia Limited trading as Philips Healthcare (“the company”) for credit. I/we further certify that that I/we consent to:

1. **Obtaining credit information under Section 18K(1)(b) of the Privacy Act 1988**

If the company considers it relevant to assessing my/our application for commercial credit, I/we agree to the company obtaining from a credit reporting agency, a credit report containing information about my/our and also the directors and the guarantors commercial credit history.

1. **Exchanging information with other credit providers under Section 18N(1)(b) of the Privacy Act 1988**

I/we agree to the company obtaining information about the applicant from other credit providers whose names I/we have provided to the company or may be included in any credit report obtained by the company for the purpose of assessing my/our application for commercial credit with the company.

1. **Continuing Authorities**

For the avoidance of doubt all authorities given above are continuing authorities, to apply throughout the duration of the trading relationship.

**CREDIT AND PAYMENT TERMS**

**Payment of account in full must be made within 30 days from date of invoice (unless otherwise agreed in writing).** Credit may be cancelled/suspended without notice should payment not be made in accordance with the above credit terms.This credit application is supplied by the company and completed by the applicant in order for the company to make a decision with regards to a request for an extension of credit and should always be read in conjunction with the company’s terms and conditions of trade.

The applicant will be liable for recovery costs incurred in the event of an overdue account being referred to an external debt collection agency due to a default in the applicant’s obligation to pay under these credit and payment terms. If the debt collection agency charges commission on a contingency basis the applicant shall be liable to pay, as a liquidated debt, the commission payable by the company to the debt collection agency. The costs recoverable will be the commission percentage charged by the debt collection agency including GST, as if the agency has achieved one hundred per cent recovery of the outstanding debt. The recovery costs will applied to the account and become payable by the applicant from the date that the overdue account is referred to the debt collection agency. In the event that the company or the company’s debt collection agency refers the overdue account to a lawyer the applicant shall also be liable to pay, as a liquidated debt, the charges reasonably made or claimed by the lawyer on an indemnity basis.

**GOVERNING LAW AND JURISDICTION**

Any dispute arising from a default of the credit and payment terms is governed by the laws of New South Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales. Each party irrevocably waives any right to any claim of *forum non conveniens*, inconvenient forum, or transfer or change of venue.

|  |  |
| --- | --- |
| Applicant Name (1): | Applicant Name (2): |
| Position: | Position: |
| Date: *Click here to enter a date.*  | Date: *Click here to enter a date.* |
| Signature: | Signature: |
| Witness Name: | Witness Name: |
| Witness Signature: | Witness Signature: |