

BetaBoard – Account Application

This application will only be considered if all items are completed or marked 'Not Applicable'.

Customer's Details

Enter the details of your business

Business Type:		<input type="checkbox"/> Company	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust
Customer Legal Name:					
Business Name:					
Trust Name (if any):					
ACN (if any):			ABN:		
Business Address:					
Postal Address:					
Phone No.:			Fax:		
Email Address:					
Years in Business:			Nature of Business:		
Revenue for last financial year			Expected revenue for this financial year		
Contracting/Building Licence No.:					
Details of Accountant:			Phone No.:		
Name of Bank:					
BSB:			Account No.:		

Details of Requested Credit & Accounts Information

Enter the details of the credit you are requesting and your accounts staff

Credit Requested:	\$	per month
<u>Accounts Department Details</u>		
Name:	Phone:	Email:
Name:	Phone:	Email:
Name:	Phone:	Email:



Trade References

Enter the details of your trade references (which must include two major suppliers) for us to contact

Name	Phone	Email	Years Supplying

Officer and Principal Details

Enter the details of the officers and principals of your business (e.g. directors, partners) and have each person sign, noting these persons are required to guarantee the Customer's obligations in accordance with the attached short-form guarantee.

**Officer/
Principal**

Name: _____

Residential Address: _____

Email: _____

DOB: _____ Phone: _____

Driver's Licence Details.:

Licence No.: _____ Date: _____ State: _____

Signature: _____

**Officer/
Principal**

Name: _____

Residential Address: _____

Email: _____

DOB: _____ Phone: _____

Driver's Licence Details.:

Licence No.: _____ Date: _____ State: _____

Signature: _____

**Officer/
Principal**

Name: _____

Residential Address: _____

Email: _____

DOB: _____ Phone: _____

Driver's Licence Details.:

Licence No.: _____ Date: _____ State: _____

Signature: _____



Account Application

Acknowledgement and execution

If the Customer is a company (including as trustee of a trust), this document must be signed by two directors or a director and secretary of the company. If the Customer is a partnership, at least two partners must sign.

By providing BetaBoard with this Account Application, the Customer named above and any person who signs this Account Application on behalf of the Customer (including any principals and officers listed above) agrees, declares and acknowledges that:

- (a) capitalised expressions used in this Account Application have the meanings given to them in BetaBoard's Standard Terms in place from time to time, which are currently available at www.betaboard.com.au or otherwise on request;
- (b) this Account Application is a material part of the Agreement (as defined in the Standard Terms) and the Customer and each officer and principal named in this Account Application (each a **Principal**) has read, understood and agreed to be bound by the Standard Terms in respect of all supplies of Products by BetaBoard to the Customer from time to time;
- (c) any requested credit terms in this Account Application are not binding on BetaBoard and BetaBoard will have the discretion to offer the Customer credit terms from time to time in accordance with the Standard Terms;
- (d) if the Customer is a body corporate, the provision of any credit terms to the Customer is subject to and conditional the Customer's officers and the Principals guaranteeing the performance of all of the Customer's obligations and (on the terms of the attached short-form guarantee and the Agreement) and each such officer and principal will be deemed to be a 'Guarantor' for the purposes of that document;
- (e) BetaBoard may conduct credit checks of the Customer and each Principal in accordance with our Standard Terms and BetaBoard's Policies;
- (f) each person signing this Account Application has authority to bind the Customer in respect of all dealings with BetaBoard from time to time; and
- (g) the information set out in this Account Application is true and correct and BetaBoard will be relying upon the information provided in assessing whether to supply Products to the Customer.

Executed by or on behalf of the Customer:

Signature: _____

Name: _____

Position: _____

Witness signature: _____

Witnessed by: _____

Date: _____

Signature: _____

Name: _____

Position: _____

Witness signature: _____

Witnessed by: _____

Date: _____

Please submit this Account Application along with the documents referred to below to sales@betaboard.com.au

Documents to be provided with this Account Application:

- Trust Deed (if Customer a trustee) Current financials Driver's licence for all Principals

Short-Form Guarantee

1. Definitions

In this document and unless the context otherwise requires, terms defined in BetaBoard's Standard Terms (as defined in the 'Account Application' provided with this document) and the Long-Form Guarantee have the same meaning when used in this document. 'Long-Form Guarantee' means BetaBoard's long-form deed of guarantee and indemnity available at www.betaboard.com.au or otherwise on request, as amended from time to time. Each Guarantor acknowledges that they have read and understood the Long-Form Guarantee.

2. Guarantee and indemnity

The Guarantor (including any principal and officer of the Customer named in any Account Application) unconditionally and irrevocably guarantees to BetaBoard, and indemnifies BetaBoard in respect of any Liabilities in any suffered or incorrect in connection with any failure of, the due and punctual performance of the Customer's Obligations owed to BetaBoard from time to time, including the due and punctual payment of all monies and discharge of all Liabilities owed to BetaBoard.

To the extent permitted by law, no act or thing will reduce, release or discharge the Guarantor's obligations under this document, which are continuing, irrevocable, and unconditional until a final discharge has been given to the Guarantor by an authorised agent of BetaBoard.

This guarantee will be enforceable against the Guarantor despite any action which may be taken by BetaBoard against the Customer. The Guarantor's obligations are continuing and will not be avoided or affected by any time or indulgence given by BetaBoard to the Customer. Any claim which BetaBoard may have against the Customer will take priority over any competing rights of the Guarantor.

3. Long-Form Guarantee

All provisions in BetaBoard's Long-Form Guarantee will apply to the guarantee provided in accordance with this document as if they were set out in full herein, with such provisions applying with such changes as are necessary to give effect to this provision. Each Guarantor will promptly sign the Long-Form Guarantee on request from BetaBoard.

4. Security

To secure performance of the Guarantor's obligations and the Customer's Obligations to BetaBoard from time to time, the Guarantor grants to BetaBoard a first ranking fixed charge and a security interest (within the meaning of that term in the PPSA) over all present and after acquired Personal Property and a fixed charge over present and after acquired Other Property (together the **Collateral**).

The security granted pursuant to the preceding paragraph will extend to any Collateral held by the Guarantor on trust, including the Guarantor's right of indemnity against the trust property and beneficiaries of the trust, continues and attaches to the proceeds notwithstanding any unauthorised disposal or dealing with the Collateral and will not be prejudiced in any way. If any of the Customer's Obligations are not satisfied in full, the Guarantor breaches its obligations owed to BetaBoard or the security otherwise becomes enforceable, then BetaBoard may exercise any powers in respect of the Collateral that are provided for in the Long-Form Guarantee and do anything in respect of the Collateral which the Guarantor is capable of doing at law.

5. General provisions

All provisions in BetaBoard's Long-Form Guarantee under the heading 'General Provisions' will apply to the guarantee provided for in this document as if they were set out in full herein, with such provisions applying with such changes as are necessary to give effect to this provisions.