



- Quarry Products
- Wholesale Soils
- Fill Disposal

**BHB Equipment Hire Pty Ltd**

ATF Monk Family Trust  
 ABN: 50 627 737 824 ACN: 104 331 777

**Monk Resource Management Pty Ltd**

ATF Monk Unit Trust  
 ABN: 94 769 450 681 ACN: 603 824 246

**Monk Quarry Products**

E: [quarry@monk-bhb.com.au](mailto:quarry@monk-bhb.com.au)  
 130 Quarry Road, Langwarrin 3910  
 P: (03) 9111 1751

**Correspondence**

Nathan Monk  
 P.O. Box 228, Hampton, VIC 3188  
 M: 0417 388 901 | E: [nmonk@monk-bhb.com.au](mailto:nmonk@monk-bhb.com.au)

**APPLICATION FOR 30 DAY CREDIT ACCOUNT**

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.  
 Sign and return by mail or email to [accounts@monk-bhb.com.au](mailto:accounts@monk-bhb.com.au)

**1. General Information**

Legal Entity Name:	(Full name(s) of individual(s) or company)	A.B.N. (Mandatory)
Trading Name:	(Registered or unregistered name under which the legal entity trades)	A.C.N.
Type of Business:		
Type of legal entity:	<input type="checkbox"/> Company * <input type="checkbox"/> Sole trader <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input type="checkbox"/> Trust /Other <small>(please tick one)      Note *: All Directors must provide completed and signed Personal/Directors Guarantee and Indemnity</small>	
Is entity a trustee for any trust?	Yes / No	If yes, name of the trust:
Date business established	. / /	Annual turnover:
Trading Address:	Suburb:	Postcode:
Billing Address:	Suburb:	Postcode:
Phone No:	Fax No:	Mobile No.:

**2. Credit Requested**

Anticipated monthly credit required:

**3. Contact & Invoicing Information**

Principal contact person:		Phone No.
Email:		
Accounts contact person:		Phone No.
Email:		

*NOTE: Invoices and Statements can only be delivered via email.*

Email Address:	
Special Instructions:(if any)	

**4. Bank Details**

Bank Name:		Branch:	
BSB No.:		Account No.:	

**Office Use Only**

Information Checked: Yes	<input type="checkbox"/>	References Checked: Yes	<input type="checkbox"/>	Terms and Conditions signed: Yes	<input type="checkbox"/>
Approved By:	Date:	A/C Code		Group:	

### 5. Trade References

List three(3) current trade references – (12 months or longer, no individuals)

	Business Name	Email	Phone No.:
1.			
2.			
3.			

### 6. Directors, Sole Traders and Partnerships *If more than two (2), please indicate how many*

1.	Full Name	D.O.B. / /	Drivers Licence No.
	Private Address	Mobile:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
2.	Full Name	D.O.B. / /	Drivers Licence No.
	Private Address	Mobile:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

### 7. Payment Details

Payment Terms:	<b>Strictly 30 days from date of invoice</b>
Preferred Payment Method:	<input type="checkbox"/> EFT <input type="checkbox"/> Visa* <input type="checkbox"/> Mastercard*

\* 1.5% surcharge applies on credit card payments. Cheques not accepted without prior approval by management.

**CREDIT APPLICATION TERMS AND CONDITIONS**

**TO:** BHB Equipment Hire Pty Ltd ACN 104 331 777 and Monk Resource Management Pty Ltd ACN 603 824 herein referred to as “Monk-BHB” or “the Company”)

**BY:** The person(s) whose particulars are set out in the General Information section of the Credit Application (“Customer”)

1. The individuals and companies listed in this Credit Application Form (including directors and shareholders) (**we, us and our**) jointly and severally acknowledge and agree that the provision of this application by the Company to us does not constitute an offer of credit and the Company may reject our application for credit.
2. If the Company approves our application for credit then, unless the Company notifies us otherwise, the terms on which that credit is given will be as set out in the Company’s then current Terms and Conditions of Trade. These terms are attached and may be subsequently varied by the Company at its discretion and advised to the Customer.
3. Under Section 18E(8)(c) of the *Privacy Act 1988 (Cth)* (“the Act”), the Company may give a Credit Reporting Agency personal information about our credit application. The information which may be given to an Agency is covered by Section 18E(1) of the Act and includes:
  - (i) identify particulars (as permitted by the privacy Commissioner’s determination issued under Section 18E(3));
  - (ii) the fact that I/we have applied for credit and the amount;
  - (iii) the fact that the Company is a current credit provider to us;
  - (iv) payments which become overdue more than sixty (60) days, and for which collection action has commenced;
  - (v) advice that payments are no longer overdue;
  - (vi) information relating to cheques drawn by us which have been dishonoured more than once;
  - (vii) in specified circumstances, that in the opinion of the Company, I/we have committed a serious credit infringement; and
  - (viii) that credit provided to us by the Company has been paid or otherwise discharged.
4. I/We agree that the Company:
  - (a) may obtain a consumer credit report containing information about us from a credit reporting agency for the purpose of:
    - i. assessing our application for commercial credit;
    - ii. collecting overdue payments relating to commercial credit owed by us; and
  - (b) may exchange information about us with those credit providers named in this application or named in a credit report issued by a credit reporting agency for the purposes of:
    - i. assessing an application by us for credit;
    - ii. notifying the credit providers of a default by us;
    - iii. exchanging information with other credit providers as to the status of this loan where I/we are in default with other credit providers; and
    - iv. to assess our credit worthiness; and
  - (c) may give a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about us for the purposes of:
    - i. that person deciding whether to act as a guarantor; and
    - ii. keeping any current guarantor informed about the guarantee.
5. The applicant, and when the applicant is a company, the directors or authorised person signing on behalf of the applicant warrant that:
  - (a) The information provided by the applicant to Monk-BHB is true and correct and not misleading; and
  - (b) The applicant is able to pay their/its debts as they become due.
6. If the applicant is a company, we acknowledge that Monk-BHB requires all Directors to complete and sign the Personal/Directors guarantee and indemnity form attached to this application.

**7. Authorisation**

I have read and understood the terms and conditions of this credit application.

The person(s) signing this application for and on behalf of the Customer warrant that they are authorised to sign this application on behalf of the Customer.

SIGNED BY:		Date: / /
NAME: (Please print)		Position:
WITNESSED BY:		Date: / /
NAME: (Please print)		Position:

**PERSONAL/ DIRECTORS GUARANTEE AND INDEMNITY**

(To be given by all directors of the Customer, if the Customer is a company.)

IN CONSIDERATION of BHB Equipment Hire Pty Ltd AFT Monk Family Trust and Monk Resource Management Pty Ltd ATF Monk Unit Trust, herein referred to as “Monk-BHB” granting the trading account and extending credit to

	ACN	“the Customer”
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*Insert Company name and ACN*

Each of the undersigned hereby jointly and severally:

- (i) guarantee to MONK-BHB the due and punctual payment by the Customer of all amounts which may from time to time be due and payable to MONK-BHB on any account whatsoever, even if the amount exceeds the maximum credit amount stipulated in the Customer’s trading account and credit application;
- (ii) indemnify MONK-BHB in respect of any loss, cost (including legal costs on a full indemnity basis), claim or damage suffered by MONK-BHB by reason of any failure by the Customer to pay any amount due and payable by it to MONK-BHB;
- (iii) acknowledge that this guarantee and indemnity shall be a continuing guarantee and indemnity and no extension of time for the Customer to pay, extension of the Customer’s credit facility or variation of the terms of such terms of credit or terms of trade or other indulgence shall affect this guarantee;
- (iv) acknowledge that MONK-BHB may recover from the directors, as guarantors, all monies due and payable to it by the Customer even though the customer may not be in default or MONK-BHB has made no demand on the Customer;
- (v) acknowledge that they that read and understood the Terms and Conditions of Trade (overleaf or attached) and agreed that such terms and conditions, where appropriate, are incorporated into this guarantee and indemnity; and
- (vi) undertake to advise MONK-BHB immediately upon any change of contact details.

All directors must complete and sign below, if only one director please state that this is the case.  
 (If more than two directors, please photocopy and attach.)

**Guarantor 1.**

NAME OF DIRECTOR:		Drivers Licence No.	
ADDRESS OF DIRECTOR:			
SIGNATURE OF DIRECTOR:			
DATE OF BIRTH:	/ /	Mobile No.:	Home No.:

**Guarantor 2.**

NAME OF DIRECTOR:		Drivers Licence No.	
ADDRESS OF DIRECTOR:			
SIGNATURE OF DIRECTOR:			
DATE OF BIRTH:	/ /	Mobile No.:	Home No.:

# MONK-BHB - TERMS AND CONDITIONS OF TRADE

## 1. INTERPRETATION

In these terms and Conditions of Trade:

- a) "Monk-BHB" means BHB Equipment Hire Pty Ltd AFT Monk Family Trust (ABN 50 627 737 824 ) or Monk Resource Management Pty Ltd ATF Monk Unit Trust (ABN 94 769 450 681) its successors and assigns or any person acting on behalf of and with the authority of Monk-BHB.
- b) "We", "us", or "the Company" means Monk-BHB.
- c) "You" or the "Customer" means the entities or any person or persons acting on behalf of and with the authority of the Customer requesting Monk-BHB to the Services as specified in any proposal, quotation, order, invoice or other documentation.
- d) "Products" means products and services supplied by us to you from time to time.
- e) "Services" means optional cartage/freight and finance service and the provision of credit.
- f) "Agreement" means the agreement for purchasing of Products on credit (and amendments to those terms and conditions as amended from time to time).

## 2. QUOTATION

- a) Any quotation or price list given by Monk-BHB does not constitute an offer to sell Products but merely an invitation to treat and no contractual relationship shall arise from it until the Customers order has been accepted in writing by Monk-BHB or by the commencement of supply of the Products which are the subject of the order.
- b) All prices and rates quoted are exclusive of GST unless stated otherwise.
- c) Monk-BHB reserves the right to alter the quote or price list without notice.

## 3. ORDERS AND DELIVERY

- a) The Customer will be responsible for all Products supplied to any person in their employ or agent acting on their behalf, or any person with ostensible authority or otherwise purporting to be authorised to sign on the account.
- b) When an order is cancelled after Products are already in transit, the Customer agrees to pay cartage charges if the order cannot be redirected. Products must be inspected on arrival for correctness and no claim shall be considered after goods have been unloaded at the receival site.
- c) Where we give a date of intended delivery, this will be subject to the Products ordered being available and our being able to make the delivery on that date.

## 4. PAYMENT

- a) You agree that until we confirm in writing that credit terms have been extended to you, all Products are supplied on a cash on pickup or before delivery basis.
- b) Unless stated otherwise, the terms of payment are strictly thirty (30) days from date of invoice for approved accounts or unless alternative terms are agreed upon by Monk-BHB in writing. Account payments are not subject to any settlement discount.
- c) The preferred payment method is by EFT. You may pay by Visa or Mastercard, however, a 1.5% surcharge applies on account payments paid by credit card.
- d) Cheques not accepted without prior approval by management.

## 5. FAILURE TO PAY

- a) You agree that if you fail to pay in accordance with Clause 4 b) we may:
  - (i) charge a late payment fee of 2.5% plus GST (over and above any general credit service line fee) on all amounts paid by credit card; and
  - (ii) charge interest on debts of at 2% above the rate prescribed pursuant to the Penalty Interest Rate Act (Vic) from time to time; and
  - (iii) charge a dishonour fee where a cheque is dishonoured by your bank.
- b) If the Customer fails to pay any monies Monk-BHB claims is owed by the Customer, Monk-BHB at its discretion, reserves the right to suspend supply and to refer the account to a Mercantile Agency for collection.
- c) All costs chargeable by the Agency (as if the account had been collected by the Agency) will be added to the account and that all legal costs incurred by the Company to collect the account will be recoverable 'on an indemnity basis' and will form part of the debt.

## 6. CESSATION OF SUPPLY

- a) Monk-BHB may at any time suspend the supply of Products and Services under this document without being required to give reasons; and
- b) Monk-BHB will not be liable for and is hereby released by the Customer from all claims in relation thereto and from all and any loss and liability suffered or incurred by the Customer arising from such suspension.

## 7. LIABILITY AND INDEMNITY

- a) Any claim by you as to breach of these terms and conditions by us must be made to us in writing within 14 days of delivery.
- b) The Customer shall indemnify Monk-BHB in relation to any liability, loss or damage of whatsoever nature Monk-BHB may incur (including costs) arising out of a breach by the Customer of this Agreement.
- c) We will not be responsible for any non-delivery or delay in delivery of any products due to any cause beyond our reasonable control. Where such delivery or delay occurs, we may deliver the product(s) not delivered or delayed at any subsequent time and you must pay for them.

## 8. GOVERNING LAW and ASSIGNMENT

- a) This Contract is governed by the laws of Victoria. The parties to this Agreement agree to irrevocably submit to the exclusive jurisdiction of the Victorian Courts and Federal Courts sitting in Victoria.
- b) The Customer may not assign or transfer any of its rights or obligations under these terms and conditions to any other person whatsoever without the prior written approval of Monk-BHB which may be withheld by Monk-BHB in its absolute discretion and without having to give a reason.

## 9. WHOLE AGREEMENT

This application and Terms and Conditions embody the whole agreement between the parties and, subject to the express terms contained therein in any written order or written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded