



## CREDIT APPLICATION

Please complete & return this application to your Bandwagon Beverages Sales Representative or via email to [joel@bwbev.com.au](mailto:joel@bwbev.com.au)

### Business Details

Applicant's Details:

Trading Name:

Company Name:

ABN:

Nature of Business:

Liquor Licence:

Date Business Established:

Delivery Address:

Postal Address (if different to above):

### Contact Details

Contact Name:

Phone:

Accounts Contact Name:

Email:

Phone:

Email:

**Delivery Instructions:**

9am - 12pm

2pm - 5pm

Other (please specify):

Delivery Days:

Monday

Tuesday

Wednesday

Thursday

Friday

Special Delivery Instructions:

**All Owners / Directors Details:**

Name:

Name:

Private Address:

Private Address:

Phone:

Phone:

Date of Birth:

Date of Birth:

Drivers Licence No.:

Drivers Licence No.:

**Payment Details:**

Please note our credit terms are 7 Days.

Bandwagon Beverages Invoices can be paid via EFT, Cash, Cheque or Credit Card. Banking Details as follows:

**Acct Name** Bandwagon Beverages Pty Ltd  
**Bank** Bendigo Bank  
**BSB** 633 000  
**Acct No.** 168 693 661

**Trade References:**

Please provide two trade references.

1. Company Name:

Contact Name:

Telephone:

2. Company Name:

Contact Name:

Telephone:

**Personal / Director's Guarantees:**

In consideration of Bandwagon Beverages Pty Ltd (ACN 162 508 554) agreeing to supply goods & services to the above applicant at the request of its Director(s) I/We agree jointly & severally guarantee the performance of all obligations under the terms & conditions included in the agreement and the payment of all debts incurred.

Director's Name:

Director's Name:

Signature:

Signature:

Date:

Date:

## **Bandwagon Beverages Pty Ltd (BWB) Terms & Conditions of Sale**

The following terms & conditions apply to the ongoing trading agreement & each invoice supplied with the goods.

1. The word "Customer" in these Terms means (the applicant for credit whose name & address is set out on the attached).
2. The prices charged by BWB as set out in BWB's applicable price list may be altered without notice & any resulting increase shall be added to the purchase price. Unless otherwise stated, all prices are exclusive of goods & services tax (GST). In addition to any other amount payable by the Customer to BWB, the Customer must pay BWB an amount equal to the GST payable by BWB in respect of any taxable supply by BWB to the Customer. Pricing from BWB is subject to any increase in GST, freight or insurance costs & any other applicable tax, levy or excise between the date of order & the date of delivery & any such amount will be added to the purchase price & be payable by the Customer to BWB.
3. Risk of loss or damage to the goods will be passed onto the Customer upon delivery to the Customer or the Customer's nominated carrier. To the extent that BWB is found liable to the Customer for or in relation to the supply of the goods, BWB's liability is limited to the replacement of goods or a refund at BWB's option.
4. The Customer will be liable for any misplacement of kegs & will be required to reimburse BWB for the loss.
5. Each supply shall be regarded as a separate contract & failure of any supply will not affect the contract as to any other supply. The Customer must accept any late delivery.
6. The goods may be consigned or shipped to the Customer in one or more parcels in one or more vehicles & at varying times. Any one or more of such parcels may form part of a larger consignment.
7.
  - 7.1 The Customer agrees that the legal title to & ownership of the goods is retained by BWB until & is only transferred to the Customer upon payment by the Customer to BWB of all monies owing to BWB, whether under this or any other contract with BWB.
  - 7.2 If BWB has not been paid in full (as per above) & the goods are delivered to the Customer, then the Customer agrees to keep & store the goods in a satisfactory manner that they are clearly the property of BWB.
  - 7.3 The Customer & its legal assigns hereby irrevocably give BWB, its employees & agents leave & licence to enter on & into any premises occupied by the Customer without notice to search for & remove any of the goods supplied so long as any monies are owing by the Customer to BWB & the Customer agrees that BWB shall not be liable to the Customer or any person or company claiming through the Customer for such action taken by BWB.
8. Unless BWB directs otherwise the Customer may dispose of any goods purchased from BWB to third parties by way of bona fide transactions in the normal course of its business & assigns the proceeds of such sales & supply to BWB absolutely & not by way of security. The proceeds of sale of any goods owned by BWB received by the Customer shall be deposited by the Customer on trust for BWB separate from any other fund or monies. The relationship of the Customer to BWB shall be fiduciary & BWB shall have the right to trace & claim the proceeds of any disposition whatsoever of such goods.
9. The Customer must make any claim in relation to the goods (including breakages) within 72 hours of delivery, otherwise BWB may refuse the claim. BWB may accept goods returned by the

Customer if in the opinion of BWB the goods or any of them are damaged the Customer will be credited the purchase price. These goods must be returned in the original packaging.

10. Subject to all relevant statutory provisions, the conditions herein contain the whole of the contract between the parties & all representations, conditions or warranties & agreements whether expressed or implied & whether statutory or otherwise not contained herein are hereby expressly excluded. Please note this clause is not applicable where the goods are not purchased for the purpose of resupply or in the course of business.
11. Payment terms are 14 Days from End of Month & may be varied from time to time by BWB at its discretion. Failure to comply with the approved payment terms may lead to a stoppage of supply & the forfeiting of allowances.
12. All allowances & discounts are only applicable to the period in which the goods were purchased from BWB.
13. The Customer shall give at least one month's notice to BWB of any change in the trading entity, the name of its principals, trading name &/or licensee or its shareholders or directors, where the Customer is a company.
14. The Customer shall pay interest to BWB at BWB's current bank overdraft rate plus 3% applied daily to the Customer's overdue debt.
15. The Customer must only dispense products supplied by BWB through taps that are marked with BWB's trademarks & must not dispense any third party's products through these taps. The Customer must not cover, deface or in any other way alter the representation of BWB's trademarks.
16. The Customer must ensure that it stores & dispenses the goods supplied by BWB according to BWB's product care guidelines & industry best practice to maintain the quality of the goods, & the Customer must not sell or otherwise distribute to the public any such goods which are in any way out of condition.
17. Release, waiver or acquiescence by BWB of any one or more of these Terms & Conditions of Sale may only be made in writing & signed on behalf of BWB, & shall not be deemed as a permanent variation or waiver of the same.
18. BWB shall not be bound by any terms & conditions included in any purchase order placed by the Customer on BWB.

**Signed on behalf of the Customer:**

Signature:

Name:

Position:

Date:

Bandwagon Beverages Pty Ltd, 88-90 Cumberland Rd, Pascoe Vale VIC 3044