



FLAMINGO
FURNITURE TO FALL IN LOVE WITH

Credit Application

T & A Winter Enterprises PTY LTD trading as Flamingo Furniture | Australian Business Number 61 374 598 207
1-7 Kelvin Road, Bayswater North 3153, VIC, Australia | Phone +61 (3) 9720 1188 | Fax +61 (3) 9720 1963
Email sales@flamingofurniture.com.au | Website www.flamingofurniture.com.au

Please fax back application to +61(3) 9720 1963

Applicant Details

Please print in block letters. Complete application in full and fax entire document to Flamingo Furniture +61 (3) 9720 1963.

Store Name	
Legal Entity Name	ABN
Trading Address	
	Postcode
Phone ()	Fax ()
Email	

Company Directors - Partnership / Sole Trader

(Please select entity by circling one of the above) If applicant is a company, provide full details as required of directors.
If applicant is a partnership or sole entity, provide same information for proprietors.

Name	Date of Birth
Home Address	
	Drivers Licence
Phone ()	Mobile
Name	Date of Birth
Home Address	
	Drivers Licence
Phone ()	Mobile

Details of Business - Retail / Hospitality / Aged Care / Interior Decorator / Stylist / Other

Please circle one of the above. If 'Other' please state type of business.

Length of Time in Business	Date Commenced
Accounts Payable Contact	A/Pay Phone
A/Pay Email	A/Pay Fax
Preferred Payment Eftpos / Cheque	Premise Owned / Leased
Previous Business Name(s) if any	
Bank Name	Branch
Preferred Carrier	
Has the applicant or any of its Directors or Partners been insolvent or involved in any way with an insolvent (Liquidation, Receiver, Administrator, Bankruptcy Part X etc)?	Yes / No

Trade References

Trade references must include phone and fax numbers.

(1)	
Phone ()	Fax ()
(2)	
Phone ()	Fax ()
(3)	
Phone ()	Fax ()

Terms and Conditions

1. **INTERPRETATION** In these conditions: 'Supplier' means the Flamingo Furniture of 1-3 Kelvin Road, Bayswater North, Victoria, Australia which is the seller of the goods "Purchaser" means the purchaser of goods from the supplier, and "Goods" means all of the goods and items supplied by the supplier to the purchaser or any part thereof.
 2. **CONTRACT** All goods sold by the Supplier are sold on these terms and conditions. These terms and conditions (which shall only be waived in writing signed by the Supplier) shall prevail over all conditions of the Purchaser's order to the extent of any inconsistency, and all representatives statements terms and conditions not embodied herein are expressly excluded to the fullest extent permitted by law.
 3. **PRICE** Unless otherwise agreed in writing the price of the goods shall be that price charged by the Supplier at the date of delivery ("stock price") plus any transportation or freight costs plus any amount which the Supplier is required to pay on account of sales tax or other tax assessed in relation to the goods. The Supplier reserves the right to correct clerical errors
 4. **PAYMENT** The price shall be paid in cash within 30 days from the date of the invoice. If total payment is not made on or before the due date, the Purchaser shall pay service charges at the rate of 2.5% per month on the unpaid balance and pay all collection charges incurred by the Supplier including reasonable legal fees.
 5. **DISCOUNT** Discount terms, if applicable, are indicated on the face of our acknowledgment and invoice but usually a discount of 2.5% of the invoice stock price will be allowed provided that the payment of the total invoice price (less the 2.5% discount on the stock price) is received by the Supplier within seven (7) days of the invoice date.
 6. **RETENTION OF TITLE** Until the Purchaser had paid to the Supplier all sums payable to the Supplier under this or any other contract between them ("the monies owed"):
 - a) The Purchaser shall hold the goods as the Supplier's fiduciary agent and bailee.
 - b) The Purchaser shall keep the goods separate from his own and those of third parties, and keep separate records in relation to the proceeds of all goods, bank the proceeds of any such sale into a separate account and immediately remit such funds to the credit of the Supplier.
 - c) The Supplier may appropriate payments to such goods and accounts as the Supplier thinks fit, notwithstanding any purported appropriation by the Purchaser to the Contrary.
 - d) The ownership of the goods is to remain with the Supplier, but the risk shall pass to the Purchaser on delivery.
 - e) The Supplier authorizes the Purchaser to resell the goods as principal provided that none of the specified events as defined in Clause 3(f) have occurred. However, as between the Supplier and the Purchaser, the Purchaser is to sell as fiduciary agent for the Supplier. The Purchaser shall, however, not represent to any third parties that he is in any way acting for the Supplier, and the Supplier will not be bound by any contracts with third parties to which the Purchaser is a party. Any resale by the Purchaser is to be on commercially reasonable terms.
 - f) The Supplier is entitled to retake possession of any goods not on-sold by the Purchaser pursuant to Clause 3(e) in the event that the Purchaser defaults in payment of the monies owed or commits an act of bankruptcy, ceases to carry on business, makes a scheme or compromises with his creditors, or a receiver is appointed or the Purchaser goes into liquidation, or official management, or some other form of insolvency administration (whether formal or informal) (called "the specified events") without prejudice to any other rights of the Supplier. The Supplier has the right of resale of the goods in the event that he retakes possession of them.
 - g) The Purchaser irrevocably authorises the Supplier, at any time to enter the Purchaser's premises (or any premises of any associated company or agent where goods are located) in order to inspect the goods without any liability for trespass or any resulting damage
- It is understood that the account with Flamingo Furniture is on a strictly Nett – 30 day payment from date of invoice, and that a 2.5% discount of total invoice value will be allowed providing payment of the total invoice value is made within 7 days of invoice date. It is understood that ownership of and property in the goods, as supplied by Flamingo Furniture, shall not pass to the customer, until payment in full of the purchase price has been effected. It is agreed to strictly adhere to these trading terms and understand that the freight charges beyond metropolitan Melbourne are to be paid by me/us. Late payments will incur a 2% late fee.

This application must be signed by the sole trader; or, each partner agreeing to have read, understood and abide by the above Terms and Conditions.

Name	Title
Signed	Date
Name	Title
Signed	Date

Office Use Only

Customer Via	Date
Type of Account	Authorised By