

**A.W BIRCHALL & SONS PTY. LTD. A.C.N. 009 475 567**

**CREDIT APPLICATION FORM**

**PERSONAL DETAILS**

If under 18 years of age, this application must be completed by your parent or guardian.

Surname: \_\_\_\_\_ Mr/Mrs/Miss/Ms: \_\_\_\_\_

Given Names: \_\_\_\_\_ Student ID (if applicable) \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Drivers Licence No: \_\_\_\_\_

**YOUR HOME ADDRESS**

Unit No: \_\_\_\_\_ Street No: \_\_\_\_\_ Street Name: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Mailing address if different to residential address: \_\_\_\_\_

Your Home Phone No: \_\_\_\_\_ Work Phone No: \_\_\_\_\_

Mobile Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

If you have lived less than 5 years at your present address, previous address: \_\_\_\_\_

\_\_\_\_\_ Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

**NAME, ADDRESS AND TELEPHONE NO. OF NEXT OF KIN/PARENTS:**

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Unit No: \_\_\_\_\_ Street No: \_\_\_\_\_ Street Name: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Post code: \_\_\_\_\_

Home Phone No: \_\_\_\_\_

Work Phone No: \_\_\_\_\_

Mobile Phone No: \_\_\_\_\_

**CREDIT LIMIT OF THIS ACCOUNT: \$250.00**

**REPAYMENTS ARE TO BE MADE WITHIN 30 DAYS OF THE END OF THE  
MONTH**

**NAME AND TELEPHONE No OF A RELATIVE OR FRIEND NOT LIVING WITH YOU:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Unit No: \_\_\_\_\_ Street No. \_\_\_\_\_ Street Name: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Home Phone No: \_\_\_\_\_

Work Phone No: \_\_\_\_\_

Mobile Phone No: \_\_\_\_\_

**DO YOU**

**ARE YOU**

Own your own home? \_\_\_\_\_

Renting? \_\_\_\_\_

Have a mortgage? \_\_\_\_\_

Boarding? \_\_\_\_\_

Live with your parents? \_\_\_\_\_

If renting, please give name and address of agent or landlord: \_\_\_\_\_

**GOVERNMENT BENEFITS RECEIVED**

Do you receive any benefits? Yes  No

If yes, please state and **enclose proof of benefits**, e.g. Austudy, Newstart. \_\_\_\_\_

What is your total fortnightly benefits received? \$

**EMPLOYMENT DETAILS**

Casual  Part-time  Full time

Occupation: \_\_\_\_\_

Employer/s Name: \_\_\_\_\_

Street No: \_\_\_\_\_ Street Name: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone No: \_\_\_\_\_

Your Spouses Full Name: \_\_\_\_\_ Spouse Occupation: \_\_\_\_\_

What is your total fortnightly income? \$

Please name any other credit accounts/cards you currently have (e.g. Amex, Visa, Myer etc)

\_\_\_\_\_  
\_\_\_\_\_

Name of your bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Year Opened: \_\_\_\_\_

Has there been any judgement, legal proceedings (including bankruptcy) or claim made against you in the last five years or is there any current, pending or threatened? \_\_\_\_\_

**PLEASE READ THE ATTACHED CREDIT AGREEMENT AND SIGN WHERE INDICATED**

**PLEASE NOTE: THIS IS STRICTLY A 30 DAY ACCOUNT AND ALL OVERDUE ACCOUNTS ACCRUE INTEREST**

## CREDIT AGREEMENT

1. I hereby apply to A.W. Birchall & Sons Pty. Ltd. ("Birchalls") for a credit facility to enable me to purchase goods on credit to a limit of \$250.00.
2. I state that the details provided by me in support of this application are true and correct in every detail.
3. In the event that, and in consideration of, Birchalls approving this application I HEREBY AGREE:
  - a) To pay for all goods purchased pursuant to this Agreement by me, or by any other person authorised by me in writing, from Birchalls within 30 days from the end of the month within which all goods are purchased ("the due date").
  - b) That upon failure by me to pay for any or all such goods by the due date:
    - (i) interest shall be charged on the amount due calculated from the day following the due date until payment at a rate of 21 centum per annum;
    - (ii) Birchalls shall forthwith be at liberty to institute legal proceedings for recovery;
    - (iii) All legal or debt collection costs incurred by Birchalls as a consequence of any recovery proceedings shall be recoverable from me.
  - c) That except as provided in the Privacy Act (1988) Birchalls may at any time, without giving any reason therefore, refuse to extend credit to me.
4. In accordance with the provisions of the Privacy Act 1988 ("the Act") I acknowledge and agree that:
  - a) Under section 18E(8)(c) Birchalls is allowed to give a credit reporting agency personal information about this application or otherwise acquired by Birchalls and about the conduct of this account .
  - b) If Birchalls considers it relevant to assess my application for personal credit, Birchalls may obtain a report about my commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons [Section 18L (4)].
  - c) If Birchalls considers it relevant to assessing my application for commercial credit, Birchalls may obtain from a credit reporting agency a credit report containing personal credit information about me in relation to commercial credit provided by Birchalls [Section 18K(1)(b)].
  - d) If Birchalls considers it relevant to collecting overdue payments in respect of commercial credit provided to me, Birchalls may receive from a credit reporting agency a credit report containing personal information about me in relation to collecting overdue payments [section 18K(I)(h)]
  - e) Birchalls may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about my credit arrangements. I understand that this information can include any information about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act. [Section 18N(1)(b)]. I understand the information may be used for the following purposes:
    - (i) to assess an application by me for credit;
    - (ii) to notify other credit providers of a default by me;
    - (iii) to exchange information with other credit providers as to the status of this loan where I am in default with other credit worthiness;
    - (iv) to assess my credit worthiness;
    - (v) the collection of overdue payments;
5. I acknowledge that all the terms of this agreement shall have effect during its continuance should this application be approved by Birchalls.
6. Words importing the singular or plural number include the plural or singular number respectively and words of any gender shall include any other gender.
7. Frequency of account statements will be monthly.

**Signature of the Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DUE TO A NEW LAW EFFECTIVE FROM THE 1<sup>ST</sup> MARCH 1997 IT IS THE OBLIGATION OF THE CREDIT PROVIDER NOT TO ENTER INTO CONTRACTS WHERE THEY KNOW THE DEBTOR IS UNABLE TO PAY WITHOUT SUBSTANTIAL HARDSHIP.**

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**OFFICE USE ONLY**

Remarks: \_\_\_\_\_

Authorised by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_