



## APPLICATION FORM for a TRADING ACCOUNT

Fine Wine Wholesalers Pty Ltd  
ABN 21 058 285 046  
32 Parkinson Lane, Kardinya WA 6163  
Phone: (08) 9314 7133  
Fax: (08) 9314 7134  
Email: [admin@fww.com.au](mailto:admin@fww.com.au)  
Web: [www.fww.com.au](http://www.fww.com.au)

- Type of account: (Please tick)
- Credit account (Standard terms are 30 days from invoice date)  
(Please read and complete sections 1, 2, 3, 3a, 3b & 4)
  - COD or pay before delivery account  
(Please read and complete sections 1, 2, 3, 3a & 4)

Once fully completed and signed, please fax to (08) 9314 7134  
and mail original to: 32 Parkinson Lane Kardinya WA 6163.

**GENERAL INFORMATION (All applicants to complete)**

TRADING / OUTLET NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

POSTCODE \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

POSTCODE \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

WINE BUYER/CONTACT NAME: \_\_\_\_\_ MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

WEB: \_\_\_\_\_

LICENSEE OR APPROVED MANAGER: \_\_\_\_\_

LICENSE TYPE: \_\_\_\_\_ LIQUOR LICENSE NUMBER : \_\_\_\_\_

DATE LICENSE GRANTED OR TRANSFERRED: \_\_\_\_\_

CONTACT FOR ACCOUNTS: NAME: \_\_\_\_\_

ACCOUNTS PHONE: \_\_\_\_\_ ACCOUNTS FAX: \_\_\_\_\_

ACCOUNTS ADDRESS: \_\_\_\_\_

ACCOUNTS EMAIL: \_\_\_\_\_

TRADE REFERENCES: (Please exclude Lion Nathan, Fosters, ALM, HLW & Coca Cola as they will not supply references)

1. \_\_\_\_\_ Contact Name & Ph: \_\_\_\_\_ APPROX. MTHLY PURCH \$ \_\_\_\_\_

2. \_\_\_\_\_ Contact Name & Ph: \_\_\_\_\_ APPROX. MTHLY PURCH \$ \_\_\_\_\_

3. \_\_\_\_\_ Contact Name & Ph: \_\_\_\_\_ APPROX. MTHLY PURCH \$ \_\_\_\_\_

4. \_\_\_\_\_ Contact Name & Ph: \_\_\_\_\_ APPROX. MTHLY PURCH \$ \_\_\_\_\_

Do you want a monthly credit limit?: \_\_\_\_\_ If yes, amount of limit: \$ \_\_\_\_\_ (maximum per month)

BANKER: \_\_\_\_\_ BRANCH: (suburb) \_\_\_\_\_

ACCOUNTANT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ MOBILE: \_\_\_\_\_

Are you a member of a buying group? If yes, which group? \_\_\_\_\_

**DELIVERY DETAILS**

TIME RESTRICTIONS: (if applicable): \_\_\_\_\_

DELIVERY ADDRESS (if not as above): \_\_\_\_\_

COUNTRY COURIER (if applicable): \_\_\_\_\_

COURIER PHONE: \_\_\_\_\_

**IF THE CUSTOMER IS A COMPANY (Partnerships and sole traders - see below)**

COMPANY NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

DIRECTORS (If there are more than 4 directors please attach a separate list)

Full Name \_\_\_\_\_ Home Address \_\_\_\_\_ Home Phone Number \_\_\_\_\_ Mobile \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ PLACE OF INCORPORATION: \_\_\_\_\_

REGISTERED OFFICE ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

AUTHORISED SHARE CAPITAL: \_\_\_\_\_ PAID UP CAPITAL: \_\_\_\_\_

IS THE COMPANY A TRUSTEE COMPANY? \_\_\_\_\_

ULTIMATE HOLDING COMPANY NAME: \_\_\_\_\_

HAVE ANY OF THE ABOVE DIRECTORS GUARANTEED THIS COMPANY'S DEBT? \_\_\_\_\_

LIST ANY OTHER TRADING NAMES THE ABOVE COMPANY OWNS OR PART OWNS WITH IN THE LIQUOR INDUSTRY.

\_\_\_\_\_

LIST THE INVOLVEMENT IN OTHER LIQUOR BUSINESSES YOU OWN OR OPERATE NOW OR HAVE OWNED AND OPERATED IN THE PAST.

Trading Name \_\_\_\_\_ Year \_\_\_\_\_ Trading Name \_\_\_\_\_ Year \_\_\_\_\_

Trading Name \_\_\_\_\_ Year \_\_\_\_\_ Trading Name \_\_\_\_\_ Year \_\_\_\_\_

**IF THE CUSTOMER IS A PARTNERSHIP (Sole Traders - see below)**

PARTNERSHIP NAME: \_\_\_\_\_

ABN: \_\_\_\_\_ PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PARTNERS (If there are more than 4 partners please attach a separate list)

Full Name \_\_\_\_\_ Home Address \_\_\_\_\_ Home Phone Number \_\_\_\_\_ Mobile \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LIST THE INVOLVEMENT IN OTHER LIQUOR BUSINESSES YOU OWN OR OPERATE NOW OR HAVE OWNED AND OPERATED IN THE PAST.

Trading Name \_\_\_\_\_ Year \_\_\_\_\_ Trading Name \_\_\_\_\_ Year \_\_\_\_\_

Trading Name \_\_\_\_\_ Year \_\_\_\_\_ Trading Name \_\_\_\_\_ Year \_\_\_\_\_

**IF THE CUSTOMER IS AN INDIVIDUAL OR SOLE TRADER**

BUSINESS NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PROPRIETOR'S NAME: \_\_\_\_\_ MOBILE: \_\_\_\_\_

PROPRIETOR'S HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_ HOME PHONE: \_\_\_\_\_

LIST THE INVOLVEMENT IN OTHER LIQUOR BUSINESSES YOU OWN OR OPERATE NOW OR HAVE OWNED AND OPERATED IN THE PAST.

Trading Name \_\_\_\_\_ Year \_\_\_\_\_ Trading Name \_\_\_\_\_ Year \_\_\_\_\_

Terms and conditions upon which FINE WINE WHOLESALERS PTY LTD referred to and included in the term "The Supplier", may supply goods and/or services on 30 day credit or COD basis to any person or Corporate Body or Organisation or Institution, hereinafter more particularly referred to and included in the term "The Customer".

### 1. TERMS:

- (a) The Customer agrees to comply with the trading terms of The Supplier. Payment terms are as notified to The Customer by letter subsequent to the account being opened. The payment terms appear on all invoices charged to The Customer. The Supplier reserves the right to alter payment terms at any time and further The Supplier may withdraw credit facilities at any time without prior notice to The Customer. The Supplier and The Customer may agree on a maximum credit limit which shall not be exceeded. The Supplier though, will always reserve its right to vary the credit limit at its discretion. Written submissions with regard to credit limit increases from The Customer will be considered. It is agreed that in the event that The Customer does not make payment in accordance with the terms advised, The Supplier may claim interest equal to 1.125% per month on any amount outstanding for 60 days or more from the date of the invoice on which the debt was originally recorded. Further, The Supplier may without notice terminate the credit facility at which time the amount outstanding together with any interest thereon shall be immediately payable.
- (b) That The Customer shall submit all claims in written form to The Supplier within 48 hours of the delivery date. That The Supplier will only consider claims for the replacement of product deemed faulty. That The Supplier shall not accept return of special order and/or non-stock items, other than return and/or claims whereby The Supplier is proven to have supplied wrong goods or supplied faulty goods to The Customer. Any goods claimed by The Customer to be defective must be returned at the cost of The Customer to The Supplier by The Customer and the goods must be returned at the risk of The Customer and in accordance with The Supplier's instructions. The Customer may not claim against The Supplier in respect of any defect which should have been apparent on a reasonable visual examination of the goods but is not notified to The Supplier after The Customer has had a reasonable opportunity to discover the defect in the goods.
- (c) The benefits of the warranty specified in clause 1(b) are in addition to all other rights and remedies which The Customer may have under these terms, the Australian Consumer Law and any other law in relation to the goods to which this warranty relates.
- (d) The Customer may send its claim under this warranty to the following contact details: Fine Wine Wholesalers Pty Ltd ABN 21 058 285 046 of 32 Parkinson Lane, Kardinya, Western Australia, Telephone: 08 9314 7133, Fax: 08 9314 7134, Email: admin@fww.com.au.
- (e) The Customer shall be deemed liable for all and other expenses incurred by The Supplier resultant from order cancellation and/or amendments. That in the event of any charges alleged to be in dispute; The Customer shall pay for all other charges appearing on the invoice or statement of account, pending investigation of the charge or charges so disputed. Any expenses, costs or disbursements incurred by The Supplier in recovering any outstanding monies including debt collection agency fees, commission and any other fees paid to The Supplier's solicitors (on an indemnity basis) shall be paid by The Customer on an indemnity basis.

### 2. RETENTION OF TITLE:

Capitalised terms in these terms, that are not otherwise defined elsewhere in these terms, have the same meaning as set out in the Personal Property Securities Act 2009 (Cth), as amended from time to time (PPSA), unless the context otherwise requires.

- (a) It is expressly agreed and declared that the title of the subject goods/product shall not pass to The Customer until payment in full of the purchase price. The Customer shall in the meantime take custody of the goods/product and retain them as the fiduciary agent and bailee of The Supplier and is regularly engaged in the business of bailing such goods in accordance with and pursuant to section 13 of the PPSA.
- (b) As long as The Customer owes The Supplier any part of the price of goods/product supplied at any time, The Supplier shall retain the legal title to all goods supplied and not yet used or resold in ordinary course of business. Proceeds of sale of goods/product shall be received by The Customer as agents of The Supplier and on this account, such proceeds to be kept in a separate account or to be accounted for to The Supplier on demand.
- (c) The Customer may resell but only as a fiduciary agent of The Supplier. Any right to bind The Supplier to any liability to any third party by contract or otherwise is however expressly negated. Any such resale is to be at arms length and on market terms and pending resale to be kept separate from its own, properly stored, protected and insured.
- (d) The Supplier will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such goods/product in trust for The Supplier and will keep such proceeds in a separate account until the liability to The Supplier shall have been discharged.
- (e) The Supplier is to have power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by The Customer to the contrary.

### 3. SECURITY INTEREST:

- (a) These terms constitutes a security agreement pursuant to the PPSA in relation to the goods supplied by The Supplier to The Customer and any goods that will be supplied in the future by The Supplier to The Customer.
- (b) The Customer hereby acknowledges receipt of the copy of these terms and conditions and having read and agreed to be bound by them. The Customer further acknowledges that they have had the opportunity of obtaining independent legal advice and that they understand the terms and conditions outlined above.
- (c) The Customer acknowledges and agrees that a Security Interest (as that term is defined in the PPSA) may be registered by The Supplier in relation to the goods and the Proceeds arising in respect of any dealing in the goods in accordance with the PPSA (and in any other manner The Supplier considers appropriate).
- (d) The Customer agrees to do all such things and sign all such documentation and/or provide any further information (such information to be complete accurate and up-to-date in all respects) as are necessary and reasonably required to enable The Supplier to:
  - (i) acquire a perfected Security Interest in the goods and its Proceeds;
  - (ii) register a Financing Statement or Financing Change Statement;
  - (iii) ensure that The Supplier's security position, and rights and obligations are not adversely affected by the PPSA.
- (e) The Customer waives its rights to receive a copy of any Verification Statement after the registration of a Financing Statement or Financing Change Statement in respect of the Security Interest created by this Agreement.
- (f) The Customer agrees to not register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the goods in favour of a third party without The Supplier's prior written consent.
- (g) For the purposes of section 20(2) of the PPSA, the collateral is the goods supplied by The Supplier to The Customer.
- (h) If Chapter 4 of the PPSA would otherwise apply to the enforcement of the Security Interest(s) created under these terms, the parties agree that the following provisions of the PPSA will not apply or are waived, as the context requires:
  - (i) section 95 (notice of removal of accession to the extent that it requires The Supplier to give a notice to The Customer);
  - (ii) section 96 (retention of accession);
  - (iii) section 121(4) (notice to grantor);
  - (iv) section 125 (obligations to dispose of or retain collateral);
  - (v) sections 129(2), 129(3) and 130 (notice of disposal to the extent it requires The Supplier to give a notice to The Customer);
  - (vi) section 132(3)(d) (contents of statement of account after disposal);
  - (vii) section 132(4) (statement of account if no disposal);
  - (viii) section 135 (notice of retention);
  - (ix) section 142 (redemption of collateral); and
  - (x) section 143 (re-instatement of security agreement).

- (i) The Customer will not, without the prior written consent of The Supplier change its name, its details or initiate any change to any documentation registered under the PPSA pursuant to these terms.
- (j) If any provisions of these terms are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

**4. LIABILITY:**

- (a) Except as expressly provided to the contrary in these terms (including in respect of clause 5), all terms, conditions, guarantees, warranties, undertakings, inducements or representations whether expressed, implied, statutory or otherwise relating in any way to these terms or the goods or the services are excluded unless contained as an express term of these terms.
- (b) Certain legislation may imply conditions, guarantees and warranties into these terms. To the extent that any conditions, guarantees and warranties can be excluded lawfully, all such conditions, guarantees and warranties are excluded. The liability of The Supplier, if any, under or arising out of the sale and supply of goods or services, for breach of any term, condition or warranty implied in or imposed upon the sale or supply of goods or services by law is limited, at the option of The Supplier:
  - (i) in the case of goods:
    - (A) to the replacement of the goods or the supply of equivalent goods;
    - (B) to the repair of the goods;
    - (C) to the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - (D) the payment of the cost of having the goods repaired;
  - (ii) in the case of services:
    - (A) to the supply of the services again;
    - (B) to the payment of the cost of having the services supplied again.
- (c) Except as expressly provided above and the extent permitted by law, The Supplier is not under any liability to The Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits) howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the goods or services or the failure of The Supplier to comply with these terms.

**5. COMPETITION AND CONSUMER ACT 2010 (CCA)**

- (a) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (b) Where the provisions of the CCA apply, the provisions of these terms will be read subject to the application of the CCA and in the case of any conflict, the provisions of the CCA will apply:
  - (i) nothing in these terms is intended to limit or replace any rights of "consumers" as that term is defined under the CCA.
  - (ii) The Customer agrees that if The Customer buys any goods for the purposes of re-supply, the CCA will not apply to such supplies;
  - (iii) if The Customer on sells any goods it agrees that it will not make any representations in relation to the goods which are not contained in any materials supplied by The Supplier or otherwise approved in writing by The Supplier;
  - (iv) if The Customer on sells the goods to consumers who purchase them for the purposes of re-supply, The Customer agrees to contract out of the CCA in writing with those consumers; and.
  - (v) The Customer agrees that it will indemnify The Supplier against any claim, liability or cost incurred by The Supplier as a result of any breach by The Customer of its obligations under this clause 5.

**SECTION 3A**

**TERMS AND CONDITIONS – CONTRACT OF SUPPLY - ALL APPLICANTS MUST SIGN**

**CONDITIONS:**

- 1. That all information supplied on this Application is true and correct.
- 2. I/We hereby acknowledge that The Supplier accepts no responsibility for unauthorised use of a Credit Account. The onus is on The Customer to use official orders or trustworthy officer.  
*The following declaration must be signed by the sole trader, the partners in a partnership or the directors of an applicant company for an application to be considered.*

We the undersigned, being the above mentioned applicant of –

(a) *Trading name* if a Partnership or Sole Trader – (Trading Name of Applicant) \_\_\_\_\_

(b) *Company name* if a company- being director/s of (Company name of Applicant) \_\_\_\_\_

do solemnly and sincerely declare:

I/We have read the Terms and Conditions and hereby acknowledge that due and prompt observation of all obligations of the Terms and Conditions contained therein on the part of The Customer to be performed pursuant to or in connection with any present or future agreement.

Dated this ..... Day of.....20.....

<i>date</i>	<i>month</i>	<i>year</i>
Signatures:		
Name _____	Sign _____	Date _____
Name _____	Sign _____	Date _____
Name _____	Sign _____	Date _____
Name _____	Sign _____	Date _____

**THIS SECTION MUST BE SIGNED BY ALL DIRECTORS OF THE APPLICANT COMPANY**

In consideration of The Supplier granting to The Customer credit facilities as comprised in this application for Account and in consideration of The Supplier supplying goods to The Customer, I/We hereby jointly and severally agree with The Supplier as follows:-

1. I/We hereby guarantee the due performance of the terms and conditions of supply of credit as stated and I/we hereby guarantee to The Supplier the payment of any monies advanced by way of credit to The Customer.
2. The Supplier shall be at liberty and without notice to me/us at any time and without in any way discharging me / us from any liability hereunder, to grant time or other indulgence to the company and to accept payment from it by cash or any other means of negotiable instrument and to treat me/us in all respects as though I/we were jointly and severally liable with it to The Supplier instead of being merely surety for it.
3. This deed shall be a continuing guarantee to The Supplier for all debts whatsoever and whensoever contracted by The Customer with The Supplier in respect of goods or services supplied by The Supplier to The Customer.

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

**THE PRIVACY ACT 1988 - ALL APPLICANTS MUST SIGN**

Under the provisions of the above act, Fine Wine Wholesalers Pty Ltd (hereafter referred to as "The Supplier") are not entitled to obtain non commercial credit information on individuals or company directors without having their authority to do so in writing.

Accordingly The Customer and or the directors whose signatures appear below whether actively involved in the business or being non participating partners/directors irrevocably consent to The Supplier making the enquiries of and obtaining information (whether such information is personal, privileged or recorded in a material form or otherwise) from any person whatsoever in relation to the financial standing and credit worthiness of the said signatories. The said signatories hereby request and authorises such persons to provide such information. The Supplier may also supply information (whether obtained by such enquiries or in any other manner whatsoever) to any person who in The Supplier opinion has a legitimate interest in such information. More specifically this means the following:- Agreement that The Supplier may seek consumer credit information (Section 18K(1)(b) Privacy Act 1988). If The Supplier considers it relevant to assessing my/our application for commercial credit, I/we agree to The Supplier obtaining from a credit reporting agency, a credit report containing personal credit information about me/us in relation to commercial credit provided by The Supplier. Agreement that The Supplier may use a credit report about me/us for collecting overdue payments (Section 18K(1)(h) Privacy Act 1988) If The Supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to The Supplier receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. Agreement to The Supplier seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N(1)(b) Privacy Act 1988). I/we agree that The Supplier 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/our credit arrangement. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. I/we understand the information may be used for the following purposes:

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this loan where I/we am in default with other credit providers
- to assess my/our credit worthiness.

**PROPRIETOR / DIRECTORS TO SIGN HERE:**

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

OFFICE USE:

REFERENCES CHECKED: \_\_\_\_\_

NOTES \_\_\_\_\_

APPLICATION APPROVED: By \_\_\_\_\_ Date \_\_\_\_\_

PRIMARY GROUP \_\_\_\_\_ SECONDARY GROUP \_\_\_\_\_ LICENSE TYPE \_\_\_\_\_

LOCATION \_\_\_\_\_ DATE OPENED \_\_\_\_\_

APPLICATION ENTERED: By \_\_\_\_\_ Date \_\_\_\_\_

APPLICATION SCANNED: By \_\_\_\_\_ Date \_\_\_\_\_

APPLICATION FILED: By \_\_\_\_\_ Date \_\_\_\_\_