



# Application for Credit

Heritage Way Pty Ltd ACN 065 172 849  
trading as Domus Nursery (**Domus Nursery**)  
ABN: 97 065 172 849  
50 Bahen Road  
HACKETTS GULLY WA 6076

Phone: (08) 9293 1768  
Email: [sales@domusnursery.com.au](mailto:sales@domusnursery.com.au)  
Accounts: [accounts@domusnursery.com.au](mailto:accounts@domusnursery.com.au)

## 1 Application

- (a) The applicant named in part 2 below (**Applicant**) requests Domus Nursery to supply goods and/or services to the Applicant or to any person(s) authorised by the Applicant on credit and on the trading terms (**Trading Terms**) annexed to this Application, subject to the Special Conditions (if any) in part 9 of this Application.
- (b) Domus Nursery may accept this Application expressly in writing or impliedly by conduct (including by supplying goods or services to the Applicant after receipt of this Application).
- (c) Domus Nursery may refuse this Application in its absolute discretion, for any reason whatsoever. Domus Nursery may not accept this Application until the Application is completed and signed by the Applicant (in part 10 below) and any guarantor(s) (see part 11 below) as required by Domus Nursery.
- (d) Where the Applicant is a corporation and unless otherwise agreed by the parties, Domus Nursery requires the directors of the Applicant to personally guarantee (in accordance with part 9 below) the Applicant's obligations under the credit account facility and its compliance with the Trading Terms.

## 2 Applicant Details

### A. If an Individual:

Full name:

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Date of Birth:

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ABN:

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Trustee of a Trust: Yes/No (if yes, fill out Trust details below)

Trust Name:

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Trust ABN:

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## B. If a Corporation:

Company Name:

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ACN:

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ABN:

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Trustee of a Trust: Yes/No (if yes, fill out Trust details below)

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Trust Name:

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Trust ABN:

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## Applicant Contact Details

Trading name:

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Type of Business:

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Physical address:

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Postal address:

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Contact name:

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Email:

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Telephone No:

Mobile No:

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Accounts contact:

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Accounts Phone:

Accounts email:

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## Greenlife/Plant Buyer Contact Details

Contact name:

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Email address

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Telephone No:

Mobile No:

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### 3 Account Details

Credit limit sought: \_\_\_\_\_

Domus Nursery's account details (for EFT payment)

Name: Domus Nursery  
 BSB: 086-131  
 Account No: 909203184

### 4 Trade References

Please provide details of companies with which the Applicant has recently traded (does not include Banks or finance companies):

- |    |                              |  |  |
|----|------------------------------|--|--|
| 1. | Accounts<br>Email:<br>Phone: |  |  |
| 2. | Accounts<br>Email:<br>Phone: |  |  |
| 3. | Accounts<br>Email:<br>Phone: |  |  |

### 5 Applicant's Accountant's Details

Please provide your Accountant's name and contact details:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email address: \_\_\_\_\_

### 6 Applicant's Business History

How long has this business been trading?  
 \_\_\_\_\_

How long has the business been trading under current management?  
 \_\_\_\_\_

Have you or any of your business partners/co-owners previously declared bankruptcy? Yes / No

## 7 ASIC Registration and ABN details

**Companies:**  ASIC Company Extract  
(less than 12 months old) attached.

**Sole Trader/Partnership:**  ABN registration details attached

## 8 Privacy Act

- (a) The Applicant and each Guarantor (if any) agrees:
- (i) to Domus Nursery obtaining from credit providers (including the Applicant's bank), credit reporting bodies and/or others a credit report containing credit information about the Applicant in relation to commercial credit provided by Domus Nursery;
  - (ii) that Domus Nursery may give to and seek from any trade references named in this Application, or credit providers named in a credit report issued by a credit reporting body, information about their arrangements. This may include any information about their creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act; and
  - (iii) that Domus Nursery may continue to seek or give commercial/consumer credit information relating to the Applicant's credit worthiness and relating to the collections of overdue payments or exercising rights under the guarantee.
- (b) A complete copy of Domus Nursery's Privacy Policy can be located on Domus Nursery's website.

## 9 Special Conditions

The following special conditions (if any) form part of, and prevail to the extent that they are inconsistent with, the Trading Terms:

- (a)
- (b)

**10 Agreement and signing**

By signing this Application, the Applicant:

- (a) represents and warrants to Domus Nursery that all information in this Application is accurate and correct and is supplied for the purposes of obtaining credit;
- (b) agrees that all goods and/or services supplied by Domus Nursery to the Applicant at any time (whether on credit terms or otherwise) will be supplied on the annexed Trading Terms and the Special Conditions at part 9 above (if any); and
- (c) accepts the terms contained in this Application, the Trading Terms and Special Conditions (if any).

Signed by the Applicant, or for and on behalf of the Applicant in accordance with its governing rules:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Title/Position of signatory

\_\_\_\_\_  
Title/Position of signatory

Date:

Date:

**OFFICE USE ONLY**

Received:

Referees emailed:

Credit approved:            Yes / No

Credit Limit:

Advised:

## 11 Guarantee and Indemnity

- (a) I/We the person(s) who have signed this Guarantee and Indemnity (**Guarantor**), in consideration of Domus Nursery granting to the Applicant a commercial credit facility, jointly (if more than one of us) and each of us severally, unconditionally and irrevocably guarantee payment to Domus Nursery of the Applicant's account and all money now or in the future owed by the Applicant to Domus Nursery and the due and punctual performance of each of the Applicant's obligations to Domus Nursery.
- (b) If and to the extent that any amount payable by the Applicant to Domus Nursery is not paid when due, the Guarantor must immediately (on Domus Nursery's demand) pay that amount to Domus Nursery.
- (c) If the Applicant fails to perform the Applicant's obligations to Domus Nursery when they are due, the Guarantor must immediately (on Domus Nursery's demand) cause the Applicant to perform those obligations.
- (d) As a separate and principal obligation, each Guarantor indemnifies Domus Nursery against any loss, cost or liability suffered, paid or incurred by Domus Nursery in relation to any failure of the Applicant to perform the Applicant's obligations to Domus Nursery or any failure by the Guarantor to perform the Applicant's obligations to Domus Nursery.
- (e) The guarantee and indemnity contained in this part 11 (Guarantee and Indemnity) is enforceable against a Guarantor whether or not Domus Nursery has made demand upon the Applicant, given notice to the Applicant or any other person, or taken steps against the Applicant or any other person and whether or not this Guarantee and Indemnity is enforceable (in whole or in part) for any reason whatsoever.
- (f) Nothing in this Guarantee and Indemnity will be affected by any failure by Domus Nursery to lodge, register or perfect any mortgage, charge or security interest granted by the Applicant in connection with its obligations to Domus Nursery.

*Note: each Guarantor must provide a copy of their current driver's licence with this Application. Where the Applicant is a corporation, Domus Nursery requires the Applicant's directors to personally guarantee the Applicant's obligations under the credit account facility.*

## First Guarantor Details

Full name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Driver's License No.: \_\_\_\_\_  
Email: \_\_\_\_\_

## Second Guarantor Details

Full name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Driver's License No.: \_\_\_\_\_  
Email: \_\_\_\_\_

Signed by the **First Guarantor** as a Deed in the presence of: \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (please print) \_\_\_\_\_

Witness address (please print) \_\_\_\_\_

Witness occupation (please print) \_\_\_\_\_

Signed by the **Second Guarantor** as a Deed in the presence of: \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (please print) \_\_\_\_\_

Witness address (please print) \_\_\_\_\_

Witness occupation (please print) \_\_\_\_\_

## Credit Information Policy

We have prepared this Credit Information Policy to describe how we collect, manage and use credit information relating to individuals (sole traders and partners) that apply for a credit account and directors and other guarantors. (For the purposes of this Policy, we use the term “Credit Information” to refer to both credit information and credit eligibility information as defined in the *Privacy Act 1988* (Cth).)

### Collection of Credit Information

Where we collect and hold Credit Information, it may include:

- your name, birth date, and driver’s licence number, telephone number(s), employer and address details;
- the fact that you or an entity associated with you has applied for a commercial credit account with us and the credit limit applied for;
- information about you in your capacity as guarantor (or prospective guarantor);
- details of your current and previous credit providers;
- the type and amount of credit you have with other credit providers, and other terms and conditions attached to those credit arrangements;
- any default information against you or payment arrangements that you have entered into;
- information about adverse court judgments, personal insolvency records, and publicly available information related to your credit worthiness;
- information about any serious credit infringements committed by you (e.g. fraud); and
- credit scores, ratings and assessments related to you, as provided by a credit reporting body (CRBs).

We may collect Credit Information from you, generally via the Application for Credit Account. We may also collect Credit Information from public sources (including the Personal Property Securities Register), CRBs and other credit providers (as permitted by law or with your consent, including trade references listed in your Application for Credit Account).

### Use and Disclosure of Information

We will use Credit Information, and you consent to us using your Credit Information, to:

- assess any application;
- manage your Credit Account;
- undertake enforcement activities relating to your Credit Account; and
- deal with your complaints and enquiries relating to your Credit Information.



We may disclose your Credit Information, and you consent to us disclosing your Credit Information, to:

- debt collection agencies;
- other credit providers where you request us to disclose (or consent to us disclosing) your Credit Information to such other credit providers;
- CRBs;
- any guarantors (or prospective guarantors) of a Credit Account; and
- other persons as authorised by you.

We may also use and disclose your personal information (particularly your birth date) to register a security interest on the Personal Property Securities Register where we retain title to goods pursuant to our Terms of Trade.

We do not currently intend to disclose credit information to credit reporting bodies. If our policy changes we will update our Credit Information Policy available on our website ([www.domusnursery.com.au](http://www.domusnursery.com.au)) to provide contact details for any CRBs we plan to deal with.

We expect to only disclose Credit Information to entities that are based in Australia or otherwise have an Australian link (as defined in the Privacy Act)

## **Storage and Security**

We keep Credit Information only for as long as is reasonably necessary, having regard to the purpose of collection, and in accordance with applicable legal requirements.

## **Right of Access, Correction and Complaints**

Subject to some exceptions, you have the right to access and update the Credit Information that we hold about you. We take reasonable steps to ensure that any Credit Information we hold about you is up-to-date, accurate, and complete. If you wish to access or correct Credit Information, please contact our Managing Director (see details below).

If you have any complaints relating to Credit Information please also contact our Managing Director. We may require you to put your complaint in writing. We will investigate your complaint and report the outcome of our investigations to you.

## **Changes to this policy**

We may amend this Credit Information Policy by publishing updated information on our website.

This Credit Information Policy was prepared and issued by Heritage Way Pty Ltd ACN 065 172 849 trading as Domus Nursery (Domus Nursery) 50 Bahen Rd, HACKETTS GULLY, WA 6076.

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*This Credit Information Policy was last updated in July 2024.*