

discover the next

Credit Account Application Form



Account Application

Please read carefully. This application is not complete until all forms are signed.

This form is a trade account application designed for the purchase of products within Cellnet's product portfolio. This application specifically caters to physical retail or business establishments. Additionally, this application encompasses the provision of reselling items online through the applicant's nominated registered domain(s).

It is imperative that you provide information about all physical locations where you anticipate receiving and selling product. It should be noted that any addresses falling outside the realm of the specified/approved locations could potentially be considered a violation of the terms and conditions.

If you intend to resell products online, please ensure that you provide details regarding the registered domain(s) through which you plan to resell.

Cellnet serves as a representative for a multitude of local and international brands, many of which have established agreements and contracts with Cellnet. These agreements encompass endorsed channels for the distribution of brands and products. Often, these agreements necessitate a distinct approval from the respective brand to gain access. Thus, possessing an approved account does not inherently grant unrestricted access to all brands.

It is important to highlight that the tactics governing the distribution of brands may experience changes on both a worldwide and local level. In order for Cellnet to adjust to these changes, there might be instances where access to specific products or brands could be withdrawn at any given time.

Order Value

There is no minimum order value each time you place an order and no order processing fee, however standard freight charges will apply to orders less than \$200 ex GST. There is a minimum order value each financial year of \$6000. Accounts with purchases less than the minimum value may risk closure of account.

Physical locations

If you have more locations than the below space, please provide a separate list.

<p>1</p> <hr/> <hr/> <p>State: _____ Post Code: _____</p> <p>Address</p> <p>(_____)</p> <p>Contact Number</p>	<p>2</p> <hr/> <hr/> <p>State: _____ Post Code: _____</p> <p>Address</p> <p>(_____)</p> <p>Contact Number</p>	<p>3</p> <hr/> <hr/> <p>State: _____ Post Code: _____</p> <p>Address</p> <p>(_____)</p> <p>Contact Number</p>
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Registered Domain(s)

Please return all original signed forms to:
 Australia: creditenquiry@cellnet.com.au
 New Zealand: cellnet.ar@cellnet.co.nz

For more information:
 Australia 1300 CELLNET
 New Zealand 09 415 4747
www.cellnet.com.au | www.cellnet.co.nz

Application Details

Business Details

Full names and addresses of: (please tick appropriate box)

Sole Traders Partners Directors (if a company) Trust

1	2	3
Name	Name	Name
Driver's licence	Driver's licence	Driver's licence
/ /	/ /	/ /
D.O.B	D.O.B	D.O.B
State: Post Code:	State: Post Code:	State: Post Code:
Address	Address	Address
()	()	()
Contact Number	Contact Number	Contact Number
Do you own these premises?	Do you own these premises?	Do you own these premises?
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sole Traders/Partnership trading as:	Name of Registered Company (if applicable):	
Company trading as:	ABN: <input type="text"/>	ACN: <input type="text"/>
<i>Please provide proof of registration</i>		

Type of Business:	Period of time Company has been trading?	
Registered Company Address	Place of Business Address	
State: Post Code:	State: Post Code:	
Business Contact Phone: ()	Business Email Address:	Website:

Trade Credit References (Please fill in all details)

1	2	3
Company Name	Company Name	Company Name
Contact Name	Contact Name	Contact Name
()	()	()
Contact Number	Contact Number	Contact Number
Contact Email	Contact Email	Contact Email
()	()	()
Fax Number	Fax Number	Fax Number

OFFICE USE ONLY:			
APPROVED AMOUNT: \$	APPROVED TERMS:	APPROVED BY:	APPROVAL DATE: / /

Terms and Conditions of Credit

Please read carefully. This application is not complete until all forms are signed.

I/We hereby agree to be bound by the following terms and conditions in relation to the accommodation of credit by Cellnet Group Limited ABN 97 010 721 749 and/or Cellnet Limited Company No. 646209 herein after referred to as 'Cellnet'. Upon the approval of this application for credit, the Applicant agrees with Cellnet:

1. To pay for all goods sold and delivered or services provided within the trading terms as set out in the credit approval letter and Cellnet's tax invoice. These trading terms may be changed by notice in writing to the Applicant by Cellnet. Such change will apply from the date notice is given;
2. That Cellnet may from time to time alter its trading terms or these conditions of credit and such altered conditions shall apply in respect of all transactions taking place after notification to the Applicant of such altered conditions of trade or credit;
3. If the conditions above are not complied with or the Applicant otherwise fails to comply with its obligations to Cellnet in any respect, Cellnet may:
 - revoke the credit accommodation and require any further sales/trade transactions by the Applicant to be on a cash-before-delivery basis;
 - require that all amounts owing to Cellnet for any reason whatsoever shall become immediately due and payable without deduction or demand;
 - rescind all discounted quotations or rates and recalculate outstanding charges.
4. If the Applicant is a company, Cellnet may require that the directors or other nominated third parties must give a guarantee and indemnity in the form attached;
5. That the Applicant, and where the Applicant is unincorporated each proprietor of the Applicant, hereby charges with payment of the moneys and compliance with all obligations owed by the Applicant to Cellnet all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by the Applicant or proprietor. The Applicant, and where applicable, each proprietor agrees that if demand is made upon it, him or her by Cellnet, the Applicant or, if applicable, that proprietor will immediately execute a caveat, as required by Cellnet. If he or she fails to do so within a reasonable time of being so requested, the Applicant or, if applicable, that proprietor irrevocably and by way of security appoints any credit manager of Cellnet or solicitor engaged by Cellnet to be it, his or her true and lawful attorney to execute and register such instruments;
6. That all sales of goods and providing of services are made to the Applicant by Cellnet only upon the terms contained in Cellnet's terms and conditions of trade. Until altered terms and conditions of trade are notified to the Applicant in writing the Applicant agrees that the current terms and conditions of trade shall continue to apply;
7. That the Applicant agrees that an account service charge of 1.5 per cent per month may be imposed by Cellnet in the event that Clause 1 is not complied with;
8. That the Applicant agrees to pay any and all costs, commissions, and legal costs and expenses on a full indemnity basis whatsoever arising from the collection of any overdue moneys. Such interest, costs and commissions and legal expenses may be recovered as a liquidated debt;
9. That Cellnet may at any time from time to time without assigning any reason therefore refuse to extend any further credit to the Applicant and that its approval of the Application does not require Cellnet to extend to the Applicant any particular amount of credit;
10. That where there is more than one Applicant each applicant shall be jointly and severally liable under the terms of this Application;
11. That ownership of the goods supplied shall remain with Cellnet, which reserves the right to re-enter the Applicant's premises and recover the goods and/or dispose of the goods, until payment has been received in full;
12. That the Applicant agrees to notify Cellnet of any change in ownership or address. Notwithstanding any change in the Applicant's ownership/trading structure or any advice by it to Cellnet of such change, the Applicant as set out on page one, will remain personally liable for all goods and services requested by it or on its behalf until it has received written confirmation from Cellnet that its account has been closed and full payment received and a new account has been opened in the name of the new entity;
13. That failure by Cellnet to insist upon compliance with any provisions of the terms does not constitute a waiver of that provision and Cellnet shall be entitled to insist upon compliance with all provisions of these terms at any time;
14. That if any provision or part of a provision of these Terms and Conditions is found to be invalid or unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on Cellnet and the Applicant;
15. That Cellnet may at any time set-off amounts owed by Cellnet to the Applicant from the amounts owed by the Applicant to Cellnet;
16. That no claims levied against Cellnet in relation to loss or damage of goods or defective workmanship will be considered unless all amounts owing by the Applicant to Cellnet have been paid in full;
17. Jurisdiction- This agreement is deemed to be made at Brisbane in the State of Queensland and any legal proceedings commenced by any party to this agreement shall be issued out of and heard in the relevant court at Brisbane;
18. That Cellnet hereby advises that, by pursuant to s. 18E(8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under section 18E(8)(c) of Privacy Act 1988, Cellnet is allowed to give a reporting agency personal information about your credit application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes: identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3)); the fact that you have applied for credit and the amount, the fact that Cellnet is a credit provider to you, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of Cellnet, you have committed a serious credit infringement; that credit provided to you by Cellnet has been paid for or otherwise discharged.
Pursuant to ss. 18K(1) and 18N(1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to Cellnet obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agree to that agency or provider providing that information to Cellnet for that purpose. You further agree to the obtaining from, and provision by, such an agency or provider further credit reports which may assist Cellnet in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead;
19. Cellnet is not liable for any costs incurred in the completing of this Credit Application form and is not in any way obliged to give reasons if credit is denied.

I/We declare and affirm that the information supplied by us, the applicant, in this application is true and correct and acknowledge that Cellnet will use this information for the purpose of assessing my/our commercial Credit application, and that I/We have not withheld information that could materially influence the application.

Each applicant or partner or director of each applicant must sign:

<p>1</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p> <p>Please indicate if you are a:</p> <p><input type="checkbox"/> Sole Trader</p> <p><input type="checkbox"/> Partner</p> <p><input type="checkbox"/> Director</p>	<p>2</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p> <p>Please indicate if you are a:</p> <p><input type="checkbox"/> Sole Trader</p> <p><input type="checkbox"/> Partner</p> <p><input type="checkbox"/> Director</p>	<p>3</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p> <p>Please indicate if you are a:</p> <p><input type="checkbox"/> Sole Trader</p> <p><input type="checkbox"/> Partner</p> <p><input type="checkbox"/> Director</p>	<p>4</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p> <p>Please indicate if you are a:</p> <p><input type="checkbox"/> Sole Trader</p> <p><input type="checkbox"/> Partner</p> <p><input type="checkbox"/> Director</p>
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Guarantee and Indemnity

Please seek independent legal and/or financial advice for more information about Guarantees and Indemnities

Cellnet Group Limited ABN 97 010 721 749 and/or Cellnet Limited Company No. 646209 hereinafter referred to as 'Cellnet'.

The Guarantors acknowledge that, (insert company name):

ACN / NZ Company No:

('the Company') has, at the request of the Guarantors, submitted an application to be supplied by Cellnet.

The Guarantors also acknowledge and agree that the benefit of this Guarantee and Indemnity may be accepted by Cellnet by the supply of goods and/or services on credit to the Company by Cellnet, and the date of any invoice in respect of supply of goods or services shall be deemed the date of acceptance.

1. The Guarantors:
 - a) guarantee punctual payment to Cellnet of all amounts which the Company owes or may owe at any time in the future to Cellnet;
 - b) guarantee punctual and correct compliance with all obligations (including payment obligations) which the Company owes now or may in the future owe to Cellnet;
 - c) indemnify Cellnet against any losses it may suffer if the Company does not meet any of its obligations.
2. This Guarantee and Indemnity creates a principal obligation from the Guarantor to Cellnet and it is in addition to any security which Cellnet holds from the Company. This Guarantee and Indemnity may be enforced without Cellnet having to take any steps against the Company or its security.
3. This Guarantee and Indemnity is not affected and is still enforceable:
 - a) if any amount owing to Cellnet by the Company is not recoverable from the Company for any reason at all;
 - b) if Cellnet does not comply with any law or agreement with the Company;
 - c) if Cellnet grants any time, release or other concession to the Company or Guarantors or any one or more of its Guarantors;
 - d) in the event of death, incapacity, administration, bankruptcy or insolvency of the Company or of any of the Guarantors;
 - e) if payment by the Company or by any Guarantor to Cellnet is set aside in bankruptcy, litigation or official management of the Company or of any Guarantor;
 - f) if a Guarantor ceases to be director of or be involved with the Company or the status or structure of the Company changes at all;
 - g) if any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.
4. The Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until 6 months after all credit arrangements between Cellnet and the Company are ended, all amounts owing to Cellnet by the Company are paid, and all obligations of the Company to Cellnet are complied with in full.
5. Where there are two or more Guarantors their obligations are joint and several and this guarantee is enforceable and binding on all Guarantors who sign it.
6. The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.
7. Each Guarantor charges with payment of the moneys and the compliance with all obligations secured by the Guarantee and Indemnity all beneficial interests (freeholder and leasehold) in land and personal property held now or in the future by a Guarantor. Each Guarantor agrees that if demand is made upon him or her by Cellnet, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by Cellnet and against the event that he or she fails to do so within a reasonable time from being so requested, that Guarantor irrevocably and by way of security appoints any Cellnet credit manager or solicitor engaged by Cellnet to be his or her true and lawfully attorney to execute and register instrument.
8. If the Company is a trustee of a trust, the Guarantors warrant that the Company has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit
 - a) 'Company' includes its successors and assignees.
 - b) 'Guarantors' means the persons signing below and includes the heirs, executors, administrators and assignees of each of the Guarantors.
 - c) 'Cellnet' includes its successors and assignees.
 - d) A reference to a person includes a reference to a corporation and vice versa if appropriate, and use of a gender or the plural includes all other genders and the singular and vice versa as appropriate.
9. This Guarantee & Indemnity is deemed to be made at Brisbane in the State of Queensland and any legal proceedings commenced by any party to this agreement shall be issued out of and heard in the relevant court of Brisbane.
10. That the Guarantor agrees to pay any and all costs, commissions, and legal costs and expenses on a full indemnity basis, whatsoever arising from collection of any overdue moneys. Such interest, costs and commissions and legal costs and expenses may be recovered as a liquidated debt
11. The Guarantor acknowledges that:
 - a) the guarantor has signed this guarantee of its/his/her own free will and doesn't execute this guarantee as a result of any representation, promise or statement by Cellnet or anyone on behalf of Cellnet;
 - b) no person has authority to change the terms of this Guarantee or to waive any of Cellnet's power except in writing executed by an Authorised Officer of Cellnet;
 - c) Cellnet is under no obligation to notify the Guarantor of any changes to its trading terms or dealings with the Company;
 - d) prior to executing this guarantee the Guarantor was afforded full and unrestricted opportunity by Cellnet to seek and obtain independent legal advice regarding the terms, meaning and effect of this Agreement and the Guarantor's obligations under this agreement.
12. If the Applicant becomes Insolvent, Cellnet can prove on behalf of the Guarantor for all moneys paid by the Guarantor under this Guarantee of/ for any other moneys, debt, claim or liability which may be due or owing by the Company to the Guarantor.

Dated this (date)

day of (month)

Year

<p>1</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Guarantor Signature</p>	<p>2</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Guarantor Signature</p>	<p>3</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Guarantor Signature</p>	<p>4</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Guarantor Signature</p>
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Security Administrator Nomination

This form is to be used for nominating a staff member within your organisation to take on the role of Cellnet Connect Security Administrator. The individual you nominate will have full access to all areas of Cellnet Connect, including sensitive accounting information such as invoices, orders and credit limits.

The Security Administrator role is tasked with the maintenance of Cellnet Connect User logins for your organisation so is pivotal in the control of access to Cellnet Connect for your organisation.

The nominated individual should:

- Be senior enough to be able to view sensitive accounting information;
- Be available to manage your Cellnet Connect users as and when the need arises (particularly removal of non-current staff members);
- Be unlikely to leave your firm in the short or medium term; and
- Be prepared to accept responsibility for the control of Cellnet Connect access.

If you choose not to nominate a Security Administrator, access to Cellnet Connect will not be available to your organisation.

Account Details

Cellnet Account Number:

Registered Name:

Trading Name:

ACN/ Company No:

ABN:

Authorised Representative

Name:

Position:

Contact Number: ()

Fax Number: ()

Contact Email:

Print Name

Signature

Date

Nominated Security Administrator

Name:

Position:

Contact Number: ()

Fax Number: ()

Contact Email:

Print Name

Signature

Date

Terms and Conditions

Please read carefully. This application is not complete until all forms are signed.

1. As the Authorised Representative, you understand and agree to be bound by the Terms and Conditions stated herein and those that apply to your Cellnet Group Limited account;
2. As the Nominated Security Administrator, you understand and agree to be bound by the Terms and Conditions stated herein and those that apply to your Cellnet Group Limited account;
3. By nominating a Security Administrator, you agree to indemnify Cellnet Group Limited and it's agents from any losses or damages, to the extent allowable by law, arising from unauthorised Cellnet Connect access by current or non-current staff of your organisation using logins managed by your Security Administrator;
4. You agree to indemnify Cellnet Group Limited from any losses or damages caused by the Nominated Security Administrator leaving your organisation or otherwise becoming unavailable to manage Cellnet Connect logins in a timely manner;
5. It is the responsibility of the Nominated Security Administrator to issue and revoke Cellnet Connect logins of individuals within your organisation, including but not limited to new employees and employees that are no longer employed within your organisation;
6. The Nominated Security Administrator is responsible for the administration and security of Cellnet Connect login accounts for their nominated company account;
7. You accept that it is your responsibility to ensure that only those authorised representatives within your organisation are given Cellnet Connect login accounts and that Cellnet Group Limited has no way of verifying the identity or authority of an individual that has accessed Cellnet Connect with a validly issued Cellnet Connect login issued by the Nominated Security Administrator;
8. It is the responsibility of the Nominated Security Administrator to ensure that all activity undertaken while logged into Webcell is in accordance with their company's policies and the Terms and Conditions that apply to your Cellnet Group Limited account;
9. Orders placed via Cellnet Connect will constitute a legally binding order upon Cellnet Group Limited;
10. You accept that it is the responsibility of the Authorised Representative and or the Nominated Security Administrator to immediately inform Cellnet Group Limited of any suspected fraudulent activity related to your Cellnet Group Limited account or applicable Cellnet Connect logins;
11. You acknowledge that this nominated security administrator will replace any and all existing nominated security administrators created by Cellnet Group Limited.
12. Up to date terms and conditions governing the usage can be found on the Cellnet Connect website.

By signing this you have read and understood the Terms & Conditions listed above

Authorised Representative

Print Name

Signature

Date

Nominated Security Administrator

Print Name

Signature

Date

OFFICE USE ONLY:		
User ID Created:	PROCESSED BY:	APPROVAL DATE: / /