

**Please complete and return to Kimberley Ports Authority by email
accounts@kimberleyports.wa.gov.au**

APPLICANT DETAILS

Company Name: _____
 Address: _____
 ABN or ACN: _____ Telephone: _____
 Contact Person: _____ Position: _____
 Email: _____
 Email for accounts: _____
 Nature of business: _____
 Company status: Is the company a trustee for a trust? Yes / No
 Annual financial statements (most recent) for the 12 months ended: _____ are attached.
 Bank Name: _____ Branch: _____
 Authorised capital: \$ _____ Paid up capital: \$ _____
 Credit limit request: \$ _____ Estimated annual spend: \$ _____

SOLE TRADER / PARTNERSHIP / DIRECTOR DETAILS

Trading Name: _____
 Address: _____
 ABN or ACN: _____ Telephone: _____
 Sole Trader/Partner(s) Name(s): _____
 Date of Birth: _____ Driver's Licence: _____
 Director's Name: _____ Address: _____
 Director's Name: _____ Address: _____
 Director's Name: _____ Address: _____

TRADE REFERENCES

Business Name 1: _____
 Telephone: _____ Email: _____
 Business Name 2: _____
 Telephone: _____ Email: _____
 Business Name 3: _____
 Telephone: _____ Email: _____

The Applicant authorises Kimberley Ports Authority to contact the trade references provided to determine the Applicant's credit worthiness.

CREDIT TERMS AND PORT STANDARDS AND PROCEDURES

a) In these Credit Terms:

Associates has the meaning given in the Port Standards and Procedures as if the Applicant were a Port User.

Fees and Charges has the meaning given in the Port Standards and Procedures.

KPA means Kimberley Ports Authority ABN 56 780 427 150.

Port Standards and Procedures means the document entitled "Port Standards and Procedures" published on KPA's website from time to time (www.kimberleyports.wa.gov.au) or provided by KPA at the request of the Applicant.

Vessel has the meaning given in the Port Standards and Procedures.

- b) Upon KPA communicating to the Applicant that its Application has been accepted, the Applicant is automatically and irrevocably bound by a contract with KPA, which comprises this Application (including any details added by KPA during the application process) an Application for Berth, Facilities and Services (if applicable), KPA's Fees and Charges and the Port Standards and Procedures (as the Fees and Charges and the Port Standards and Procedures are amended by KPA from time to time). Copies of the Fees and Charges and Port Standards and Procedures are available at www.kimberleyports.wa.gov.au or on request.
- c) The Applicant requests that KPA open an account in the Applicant's name to operate for all charges for services and/or goods supplied by KPA to the Applicant. The Applicant warrants that the information contained in this application is true and correct and it has read and is bound by these Credit Terms and the Port Standards and Procedures. The Applicant warrants that the Applicant is not bankrupt or insolvent at the time of making this Application and the Applicant and each person whose signature appears below warrants that each person whose signature appears below has the authority to sign this application on behalf of the Applicant.
- d) Irrespective of whether KPA has communicated acceptance of this Application to the Applicant pursuant to clause b) above, as soon as:
- (i) the Applicant;
 - (ii) a Vessel owned by, chartered by or managed by the Applicant; or
 - (iii) any Associate of the Applicant,

enters the Port of Broome, the Applicant is bound by a contract with KPA with respect to the Applicant's, the Vessel's or the Associate's visit to the Port of Broome that contains KPA's Fees and Charges and the Port Standards and Procedures (as the Fees and Charges and the Port Standards and Procedures are amended by KPA from time to time). Copies of the Fees and Charges and Port Standards and Procedures are available at www.kimberleyports.wa.gov.au or on request.

Statement by Applicant(s) for Credit

Each Applicant must also read the following information before signing in the space provided below.

1. Agreement that KPA may seek consumer credit information [Section 18K(1)(b), Privacy Act 1988]

If KPA considers it relevant to assessing this Application for commercial credit, the Applicant agrees to the KPA obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant in relation to commercial credit provided by KPA.

2. Exchanging information with other credit providers [Section 18N(1)(b), Privacy Act 1988]

The Applicant agrees that the KPA obtaining information about the Applicant from other credit providers, whose names the Applicant may have provided to the KPA or that may be named in a credit report, for the purpose of assessing this application for commercial credit made to KPA.

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit [Section 18K(1)(h) Privacy Act 1988]

The Applicant agrees that the KPA may obtain a consumer credit report about the Applicant from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Applicant.

Execution of Application for Credit

Directors, or Company Secretary (in accordance with Section 127 of the Corporations Act 2001) or Partners or Sole Trader or Individual

Signature: _____	Date: _____
Name: _____	Position: _____
Signature: _____	Date: _____
Name: _____	Position: _____
Signature: _____	Date: _____
Name: _____	Position: _____

Affix Company Seal (if applicable):