

Please complete in BLOCK letters and return to the Kimberley Ports Authority by email accounts@kimberleyports.wa.gov.au or by fax: 08 9192 1778

1. APPLICANT'S DETAILS

Sole Trader or Partnership: _____
 Address: _____
 Trading name: _____
 Sole Trader/Partners name(s): _____
 Date of Birth: _____ Drivers licence: _____

Company name: _____
 Registered office address: _____
 Parent company (if applicable): _____
 Company status: Is the company a trustee for a trust? Yes / No
 Bank and branch: _____
 Authorised capital: \$ _____ Paid up capital: \$ _____
 Director name: _____ Address: _____
 Director name: _____ Address: _____
 Director name: _____ Address: _____
 Annual financial statements (most recent) for the 12 months ended: _____ are attached.
 Nature of business conducted: _____
 ABN or ACN: _____ Mobile number: _____
 Telephone number: _____ Email address: _____
 Fax number: _____ Web address: _____
 Accounts contact person: _____ Accounts phone number: _____
 Credit limit request: \$ _____ Estimated annual spend: \$ _____

2. SERVICES AND FACILITIES REQUIRED (indicative only)

Berthage: Yes / No	Fuel Bunkers: Yes / No	Gangways: Yes / No	Quarantine waste: Yes / No
Pilotage: Yes / No	Fresh water: Yes / No	Electricity: Yes / No	Hazardous goods: Yes / No
Storage: Yes / No	Crane hire: Yes / No	Forklift hire: Yes / No	Livestock loading: Yes / No
Mooring: Yes / No	Stevedoring: Yes / No	Weighbridge: Yes / No	Dry bulk loading: Yes / No

Other (please specify): _____

3. TRADE REFERENCES (3 required)

1) Business name: _____
 Contact person: _____ Telephone: _____
 2) Business name: _____
 Contact person: _____ Telephone: _____
 3) Business name: _____
 Contact person: _____ Telephone: _____

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

CREDIT TERMS AND CONDITIONS

- a) The Applicant acknowledges and agrees that the Kimberley Ports Authority's ("KPA") Standard Terms and Conditions ("**Standard Terms**") and the KPA's Schedule of Fees and Charges ("**Schedule of Charges**") will form part of any contract between the Applicant and the KPA that arises out of this Application. Copies of the Standard Terms and the Schedule of Charges may be obtained by submitting a request by fax or email to the KPA's office or from the KPA's website at www.broomeport.wa.gov.au.
- b) The Applicant acknowledges and agrees that the KPA can add to or vary the Standard Terms and the Schedule of Charges at any time and an Approved Applicant will be automatically bound by the additional terms and variations regardless of whether or not the KPA has notified or otherwise informed the Approved Applicant of the changes. In this regard, the Approved Applicant acknowledges that it is responsible for checking the Standard Terms and Schedule of Charges from time to time to ascertain whether or not additions or variations have been made.
- c) **Accounts are to be settled within 14 days of the date of the invoice.** The KPA may charge interest on overdue accounts at a rate 3% greater than the overdraft reference rate published from time to time by the Commonwealth Bank. (Refer Port Authorities Act 1999 S136 and Regulation 119).
- d) The approved Applicant must indemnify the KPA in respect of all costs, legal expenses, commissions and any other miscellaneous costs incurred in collection of outstanding monies due over and above the trading terms.
- e) An approved Applicant shall not exceed their authorised Credit Limit without prior arrangement.
- f) An Applicant wanting to trade with the KPA without approved credit may be required to pay for services in advance by cash, credit card or by electronic funds transfer (EFT).
- g) If payment for services provided by the KPA is not received in accordance with the KPA's credit terms, the KPA is empowered to detain the vessel or hold goods of the approved Applicant until payment has been received or an agreement for payment has been authorised by the Chief Executive Officer.
- h) Without limiting the KPA's other rights and powers in any way, the Applicant acknowledges and agrees that the KPA may insist on the provision of guarantees, bonds or other securities from the approved Applicant during any contract period that arises as a result of this application.
- i) The Applicant acknowledges that nothing in these conditions shall prevent the KPA requiring immediate payment of any sum due to the KPA and the KPA shall at all times be entitled to cancel any credit account without giving notice if the approved Applicant breaches any of the Credit Terms or the Standard Terms and Conditions.
- j) The Applicant acknowledges that nothing in any contract arising out of this Application will in any way diminish the KPA's rights and powers under the *Port Authorities Act 1999* ("Act") and Port Authority Regulations 2001.

The Applicant requests that the KPA open an account in the Applicant's name to operate for all charges for services and/or goods supplied by the KPA to the Applicant. The Applicant warrants that the information contained in this application to be true and correct and has read the Credit Terms and Conditions and the Standard Terms and Conditions and agrees to abide by both sets of Terms and Conditions. The Applicant warrants that the Applicant is not bankrupt or insolvent at the time of making this agreement and that the person(s) whose signature(s) appear below have the authority to sign this application on behalf of the Applicant.

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):

Office use only

Comments: _____

Application : Approved / Rejected (circle whichever is applicable) Date: ____/____/____

Signed: _____ Name: _____ Position: _____