



+

## CASH ACCOUNT APPLICATION & DEL CREDERE AGENCY AGREEMENT

**Postal Address:** PO Box 2 Harrisville Q 4307 Ph: 5463 8099 Fax: 5463 8070  
5380 Cunningham Hwy, Silverdale Email: [admin@hayesandco.com.au](mailto:admin@hayesandco.com.au)  
[www.hayesandco.com.au](http://www.hayesandco.com.au)

### LIVESTOCK AUCTIONEERS

**Peter Hayes (Manager)** 0418 755 732  
**Craig Bell** 0417 434 095  
**Landon Hayes** 0448 052 187  
**SILVERDALE SALEYARDS** Email: [admin@hayesandco.com.au](mailto:admin@hayesandco.com.au)

CLIENT'S FULL NAME \_\_\_\_\_

TRADING NAME \_\_\_\_\_

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

PROPERTY ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ MOBILE \_\_\_\_\_

EMAIL \_\_\_\_\_

PIC \_\_\_\_\_ BRAND \_\_\_\_\_

### GST DETAILS

AUSTRALIAN BUSINESS NUMBER (A.B.N) \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

PLEASE TICK

- REGISTERED FOR GST  NOT REGISTERED FOR GST WITH ABN  
 HOBBY FARMER

### BANKING PREFERENCE FOR SALE PROCEEDS

(PLEASE TICK REQUIRED PAYMENT METHOD BELOW)

- DIRECT CREDIT INTO BANK ACCOUNT OR  MAIL CHEQUE  
(PLEASE FILL OUT BANK DETAILS BELOW)

### BANK DETAILS FOR PROCEEDS

BANK NAME \_\_\_\_\_

ACCOUNT NAME \_\_\_\_\_

BSB NUMBER \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**DEL CREDERE AGENCY AGREEMENT**

**1. DEFINITIONS & INTERPRETATION**

- a. **Agreement** means this Del Credere Agency Agreement.
- b. **Agent** means Hayes & Co Harrisville Pty Ltd A.B.N. 84 101 116 438.
- c. **Livestock Owner** means the person or company who appoints the Agent to sell its livestock under this Agreement.
- d. **Transaction details** means the description, quantity, commissions, fees and charges for each sale.

**2. APPOINTMENT**

- a. The Livestock Owner appoints the Agent to act as a del credere agent in order to sell its livestock for the term of this Agreement.
- b. The Livestock Owner agrees to notify the Agent on each occasion that it has livestock to be sold and to confirm the Transaction Details.
- c. The Agent is appointed immediately on the signing of this Agreement by both parties and this appointment expires on the last to occur of:
  - i. three years from the date of signing of this Agreement by the Agent; or
  - ii. \_\_\_\_\_.

For the avoidance of doubt, if no date is recorded in clause ii) above, clause i) applies.

The appointment may be terminated earlier than the date provided for in clause 2(c) by either the Agent or the Livestock Owner giving thirty (30) days notice in writing to the other party.

- d. This Agreement does **not** apply to transactions entered into before the entry into of this Agreement.

**3. SALE PROCEEDS**

- a. The Agent guarantees full payment of the sale proceeds from the del credere sale or sales made under this Agreement to the Livestock Owner within fourteen (14) days of each sale.
- b. The Livestock Owner agrees that the fees, commissions and charges payable to the Agent for each sale will be deducted from the sale proceeds prior to the balance sale proceeds being paid to the Livestock Owner.
- c. Payment by the Agent to the Livestock Owner is to be made by cheque or direct credit only.

**4. WARRANTY**

- a. The Livestock Owner warrants that it is lawfully entitled to sell the livestock the subject of this Agreement.

**5. EXECUTION**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Signature of Livestock Owner

\_\_\_\_\_  
Full Name of Agent

\_\_\_\_\_  
Full Name of Livestock Owner

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

I / we apply to open or retain an account with Hayes & Co Harrisville and agree to abide by the following terms and conditions of trade, which I / we have read and understood:

**1. DEFINITIONS & INTERPRETATION**

- a. **Application** means this Cash Account Application.
- b. **Client** means the person or company to which credit is extended by the Supplier.
- c. **Goods** mean all livestock, chattels, charges for work and labour, hire charges, fees, service charges, repair, materials and insurance charges associated with the supply and manufacture, construction or repair of the livestock/chattels supplied to the Client, as well as any credit extended by the Supplier which represents amounts due by the Client to third parties, and any charge imposed by the Supplier to the Client.
- d. **Supplier** means Hayes & Co Harrisville Pty Ltd.

**2. TERMS OF TRADING**

- a. The Client warrants that the information in this Application is true and correct and is supplied for the purpose of obtaining credit.
- b. The Client agrees there is no entitlement to credit facilities until the Client receives written notice from the Supplier confirming that credit facilities have been given, and specifying the terms and conditions upon which the credit facilities are given. If goods are supplied by the Supplier to the Client on terms other than cash on delivery, this will not in itself constitute an acceptance by the Supplier of this Application or a waiver of any of the terms of this Application.
- c. Where the Supplier grants credit facilities to the Client, the following terms apply:
  - i. Livestock purchases become due for payment 12 days from the date of the transaction;
  - ii. Purchases of goods and services other than livestock become payable on the last day of the month following the month during which the purchase was made;
  - iii. If the Client defaults in the payment of any monies due to the Supplier then all monies due to the Supplier immediately become payable on demand;
  - iv. Interest will be charged monthly from the due date at the Supplier's prevailing rate on any outstanding accounts;

- v. Any expenses or cost of disbursements incurred by the Supplier in recovering outstanding monies including debt collection, agency fees and solicitor's costs, are payable by the Client on demand.
  - vi. The Supplier is entitled to terminate any credit arrangement with the Client upon the Client's default;
  - vii. If there has been a breach of these terms by the Client, the Client must grant in favour of the Supplier any mortgage or other security over any of the Client's real or personal property which the Supplier may call for. Such security is to be in a form acceptable to the Supplier or its solicitors.
- d. The Client acknowledges that the goods supplied by the Supplier will remain the property of the Supplier until the Supplier receives payment for the goods. If the Client defaults under this Application, the Supplier will have the right to retake possession of the goods supplied without notice to the Client. The Client authorises the Supplier or its agent to enter the premises where the goods are stored for this purpose. The Supplier will not be liable for any costs, losses, damages, expenses or any other loss suffered by the Client as a result of the Supplier retaking possession of the goods.
  - e. The Directors of the Client (if any) together and separately guarantee payment of the Client's account and agree to grant the Supplier the standard form of guarantee used by the Client where required.
  - f. In the case of a trust company, the Client acknowledges that the trustee will be liable on the account and in addition, the assets of the trust will be available to meet payment of the account.
  - g. The Client must notify the Supplier of any proposed change of ownership, registered particulars, shareholding, directorship, trust or other internal structuring change within 14 days of the proposed change occurring. The Client will be liable for any goods supplied by the Supplier after the change, unless the Supplier has accepted the intended change in writing.
  - h. If the Client or any guarantors owe the Supplier any amount on any account, the Client and the guarantors authorise the Supplier to set off any monies received by the Supplier towards satisfaction of that amount.
  - i. Any proceedings in respect of this Application are to be brought in the jurisdiction of the registered office of Hayes & Co Harrisville Pty Ltd.
  - j. The Client authorises the Supplier to seek any further financial information required from the Client's bank, accountant, solicitor, credit referees and any credit reporting agency. The Client agrees to provide credit information to another credit provider or credit reporting agency who supplies evidence of the Client's written authority for such request.

**3. PROPRIETORS/PARTNERS/DIRECTORS (If applicable)**

FULL NAME: \_\_\_\_\_

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

DRIVERS LICENCE NUMBER: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

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

DRIVERS LICENCE NUMBER: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

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

DRIVERS LICENCE NUMBER: \_\_\_\_\_

**4. PRIVACY NOTICES**

- a. The information contained in this Application will be used for permitted purposes only.
- b. Permitted purposes include:
  - i. assisting the Supplier to decide whether to extend credit to the Client (this may include disclosing the details of the Application to employees of the Supplier, related companies, accountants, solicitors and any other person who the Client may authorise the Supplier to disclose to); to contact the Client if necessary.
- c. Where this Application is signed in the capacity of an individual, the individual may request access to any personal information held by the Supplier about that person. The Client may contact the Supplier's privacy officer, Peter Hayes, to obtain this information.
- d. The Supplier may refuse to extend credit to a Client who refuses to provide the personal information requested in this Application.
- e. Section 18E(8) of the *Privacy Act 1988* (Cth) ("Act") allows the Supplier to give information contained in this Application and any credit extended to a credit reporting agency.
- f. The information which the Supplier is permitted to give to a credit reporting agency is set out in section 18E(1) of the Act and includes:

- i. certain identity particulars;
- ii. the fact that the Client has applied for credit and the amount of credit sought;
- iii. the fact that the Supplier is a current credit provider to the Client;
- iv. any payments which have been overdue for more than 60 days and collection action has commenced;
- v. advice that payments are no longer overdue;
- vi. whether cheques drawn by the Client for more than \$100 have been dishonoured more than once;
- vii. whether Court judgments have been made against the Client;
- viii. whether, in the Supplier's opinion, the Client has committed a serious credit infringement;
- ix. whether the credit provided to the Client has been paid or otherwise discharged.

**5. PRIVACY AUTHORISATIONS**

By completing and signing this Application, or giving us information to complete it on your behalf, you:

- a. Consent to us using your personal information for the permitted purposes (above);
- b. Authorise us, under sections 18K(1)(b) and (h) and 18L(4) of the Act, so that we may:
  - i. assess this Application and decide whether to extend credit to you or collect payments from you that are or may become overdue; and
  - ii. obtain from a credit reporting agency or from other persons permitted by the Act:
    - (a) a credit report containing personal information;
    - (b) personal credit information about you; and
    - (c) information about your commercial activities, commercial credit worthiness or commercial credit activities.
- c. Authorise us, under section 18N(1)(b) of the Act, to give to and obtain from:
  - i. any credit providers named in this application;
  - ii. any credit providers named in a credit report we obtain about you; or
  - iii. any business referee whose contact details you have given to us information about your credit arrangements (including your credit worthiness, credit standing, credit history or credit capacity). We may give or obtain this information for the purpose of assessing this Application, deciding whether to extend credit to you, avoiding default in your credit obligations, notifying other credit providers of default by you, or assessing your credit worthiness.

**6. CREDIT TERMS**

- a. The Client agrees that, if this Application is accepted and credit is extended, the Client will abide by the usual trading terms of Hayes & Co Harrisville Pty Ltd, including the terms of this Application:

**SIGNED BY CLIENT** \_\_\_\_\_ (Signature & Full name of person signing)

FOR AND ON BEHALF OF \_\_\_\_\_ (Company Name of Client including ACN)

DATE / /

**SIGNED BY CLIENT** \_\_\_\_\_ (Signature & Full name of person signing)

FOR AND ON BEHALF OF \_\_\_\_\_ (Company Name of Client including ACN)

DATE / /

**SIGNED BY SUPPLIER** \_\_\_\_\_ (Signature & Full name of person signing)

FOR AND ON BEHALF OF \_\_\_\_\_ (Full name of Supplier including A.C.N)

DATE / /