Credit Account Application

Star Print Solutions Pty Ltd · ABN 43 600 127 759
PO Box 247, Five Dock NSW 2046 · 1300 251 535 · david@starprintsolutions.com.au · starprintsolutions.com.au

Please complete every section, sign the Declaration at the end of Part 1 and, if we ask for one, have each director, trustee, partner or office holder sign the Guarantee and Indemnity in Part 3. Read the Credit Conditions (Part 2) and our Terms and Conditions of Trade (Part 4) before signing. Return the completed form to david@starprintsolutions.com.au.

Part 1 · Business details

ENTITY TYPE ☐ Company ☐ Sole trader ☐ Partnership ☐ Trust ☐ Incorporated association / charity ☐ Government ☐ Other: _____

FULL LEGAL NAME OF BUSINESS, COMPANY OR TRUSTEE	ABN / ACN

TRADING NAME (IF DIFFERENT)	NAME OF TRUST (IF APPLICABLE)

TRUST ABN (compulsory if the Applicant acts as trustee of a trust that has an ABN): _____ **TRUSTEE ACN:** _____

A copy of the trust deed is compulsory for every trust applicant.

REGISTERED OR BUSINESS ADDRESS	SUBURB	STATE	POSTCODE

POSTAL ADDRESS (IF DIFFERENT)	SUBURB	STATE	POSTCODE

MAIN PHONE	MAIN EMAIL	YEARS TRADING

Directors, owners, partners or trustees

Not needed if you are an individual sole trader and have completed the details above.

Person 1

FULL NAME	POSITION	DATE OF BIRTH

RESIDENTIAL ADDRESS	MOBILE

Person 2

FULL NAME	POSITION	DATE OF BIRTH

RESIDENTIAL ADDRESS	MOBILE

Accounts payable

ACCOUNTS CONTACT NAME	PHONE	EMAIL FOR INVOICES AND STATEMENTS

PURCHASE ORDER NUMBER REQUIRED ON INVOICES? ☐ Yes ☐ No

Trade references

1. BUSINESS NAME	CONTACT NAME	PHONE OR EMAIL

2. BUSINESS NAME	CONTACT NAME	PHONE OR EMAIL

Credit requested

CREDIT LIMIT REQUESTED (COMPULSORY)	ESTIMATED MONTHLY SPEND	ACCOUNT START DATE
$	$	

Declaration

By signing this application, the Applicant and each person signing:

- confirms that the information in this application is true and correct, and that each signatory is authorised to apply for credit on behalf of the Applicant;
- confirms they have read and agree to the , Credit Conditions (Part 2) and the Star Print Solutions Terms and Conditions of Trade (Part 4), which form part of this application and apply to every order supplied on credit;
- understands that Star Print Solutions may approve or decline this application, and set or change the credit limit, at its discretion, and that no credit is provided until approval is confirmed in writing;
- agrees that Star Print Solutions may make enquiries about the Applicant's creditworthiness, including obtaining commercial credit information about the Applicant and contacting the trade references given (but not obtaining a personal credit report about any individual), as described in the Credit Conditions;
- and understands that, for a company, trust, partnership or incorporated association, Star Print Solutions may require the directors, trustees, partners or office holders to sign the Guarantee and Indemnity in Part 3, and that no credit is provided until it is signed;
- . Declares that credit provided on the account will be used wholly or predominantly for business purposes, and not for personal, domestic or household purposes;
- consents to Star Print Solutions registering on the Personal Property Securities Register any security interest created by the Terms and Conditions of Trade; and
- acknowledges the Privacy collection notice below and confirms that the Applicant has given a copy of it to each individual named in this application.

Privacy collection notice. Star Print Solutions Pty Ltd (PO Box 247, Five Dock NSW 2046, david@starprintsolutions.com.au) collects the personal information in this application to assess and manage the credit account, register and manage security interests on the PPSR, collect amounts owing and, unless you opt out, send information about our services. We may collect information from the trade references given and from public registers such as ASIC and ABN Lookup. We may disclose it to our suppliers, IT and accounting service providers (including Xero), professional advisers, insurers, debt collectors and the PPSR, as

described in our privacy policy. [Overseas recipients and countries to be inserted once confirmed.] If you do not provide the information, we may not be able to open the account. Our privacy policy, published at starprintsolutions.com.au, explains how to access or correct your information and how to make a complaint.

Acknowledgement by each individual named above: I have read the Privacy collection notice. Person 1 signature: _____ Person 2 signature: _____

Signed for the Applicant

SIGNATURE	SIGNATURE (SECOND SIGNATORY, IF REQUIRED)

NAME	POSITION	NAME	POSITION

DATE	DATE

Checklist before you send

☐ All details and credit limit completed ☐ Declaration signed and dated

☐ Guarantee (Part 3), if requested, signed and witnessed ☐ Trust deed copy and trust ABN (compulsory for trusts)

STAR PRINT SOLUTIONS OFFICE USE ONLY

CUSTOMER ACCOUNT NO.	APPROVED CREDIT LIMIT	PAYMENT TERMS
	$	

CREDIT CHECK COMPLETED (DATE)	REFERENCES CHECKED	PPSR REGISTRATION (IF ANY)

☐ Grantor details verified on ASIC and ABN Lookup (screenshot saved) Checked by: _____ Second check by: _____

☐ Signed Application or Terms, and any Guarantee, received ☐ PPSR registration confirmed and verification statement saved ☐ First credit job released (date): _____

SIGNED FOR STAR PRINT SOLUTIONS PTY LTD (AUTHORISED OFFICER)	NAME	DATE

These Credit Conditions apply to any credit account provided by Star Print Solutions Pty Ltd ABN 43 600 127 759 (**Star Print Solutions**, **we**, **us**) to the Applicant named in the Credit Account Application (**you**). They are read together with our Terms and Conditions of Trade. Words defined in the Terms and Conditions of Trade have the same meaning here.

1. Approval

We may approve or decline an application at our discretion. Credit applies only once we confirm approval and the credit limit in writing. Until then, orders are supplied on the payment terms in our quotation, which may include a deposit or payment before delivery.

2. Credit limit

2.1 You must keep the total of your unpaid invoices within your credit limit. If an order would take you over the limit, we may ask for payment of the excess before we proceed.

2.2 We may review, increase or reduce your credit limit at any time, having regard to your payment history and circumstances, and will tell you in writing. A reduction or suspension does not affect orders we have already accepted, unless you are in default. You may ask us to reduce your limit at any time.

2.3 To consider an increase, we may ask for further information or security.

2.4 To the extent permitted by law, we are not liable for any loss arising from a decision to decline, reduce, suspend or close credit in line with these Credit Conditions.

3. Payment terms

3.1 Unless we agree otherwise in writing, each invoice issued on your account must be paid in full within 14 days of the invoice date. Invoices and monthly statements are sent by email.

3.2 If a payment is overdue, we may, after giving you at least 7 days' written notice: (a) put further work and deliveries on hold until the account is up to date; (b) require payment before delivery for new orders; and (c) reduce, suspend or close your account.

3.3 If you are in default for more than [7] days after we give you written notice, or (to the extent the law allows) an insolvency event occurs, all amounts owing on the account become due for payment immediately. If we close your account other than for default, invoices already issued remain due on their original dates.

3.4 You must pay our reasonable costs of recovering overdue amounts, including debt collection and legal costs.

4. Security

Our Terms and Conditions of Trade give us a security interest in Goods until they are paid for, which we may register under the Personal Property Securities Act 2009 (Cth). We may also ask for additional security, such as a guarantee, as a condition of maintaining or increasing your credit limit. You consent to us registering any security interest on the Personal Property Securities Register.

5. Your confirmations

You confirm that you are not aware of any proceedings or circumstances that may result in you, or any of your property, coming under the control of a liquidator, administrator, receiver or trustee in bankruptcy.

6. Changes to your business

You must give us at least 7 days' written notice before you change your name, ABN, ACN, trustee or trust details, address or legal structure, and must tell us in writing within 7 days of any change to your ownership or control, directors or partners, or accounts contact, or if you sell all or most of your business. We may then review your account or ask for a new application.

7. Credit checks and privacy

7.1 You agree that we may:

a. obtain commercial credit information about you (if you are a company or other incorporated entity) to assess this application and manage the account, including collecting overdue amounts;

b. contact the trade references named in this application to exchange information about your creditworthiness and payment history; and

c. use and keep the information to supply Goods and Services, manage the account and collect amounts owing.

7.2 We do not obtain personal (consumer) credit reports about any individual, including directors, owners, partners, trustees or guarantors, and we do not report information about individuals to credit reporting bodies. If that practice changes, we will first meet the applicable legal requirements, obtain any required consent separately from each individual and update our documents. We handle personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and credit reporting requirements to the extent they apply to us, and as described in our privacy policy. We do not store your bank account or card details: invoices and payments are processed through Xero (xero.com), under its own privacy policy. Our privacy policy is published at starprintsolutions.com.au and is available on request. You may ask to see or correct the personal information we hold about you.

8. General

8.1 We may change these Credit Conditions by giving you at least 14 days' written notice. Changes do not affect amounts already owing. We will only make changes that are reasonably necessary because of a change in the law, credit risk or our administrative requirements. If you do not agree to a change, you may close your account without penalty by written notice before the change takes effect, and amounts already owing remain payable on their existing terms.

8.2 Your account is personal to you and you may not transfer it.

8.3 Notices may be given by email to the addresses in the application, as updated by either party.

8.4 These Credit Conditions are governed by the law of New South Wales.

Part 3 · Guarantee and Indemnity

To be signed by each director (for a company), trustee (for a trust) or partner, as requested by Star Print Solutions. Each Guarantor should read this carefully and is encouraged to get independent legal advice before signing. This guarantee must be signed before credit is approved and before the first supply on credit.

In consideration of Star Print Solutions Pty Ltd ABN 43 600 127 759 (**Star Print Solutions**) agreeing to supply Goods and Services on credit to the Applicant named in the Credit Account Application (**Applicant**), each person signing below as Guarantor agrees as follows.

1. **Guarantee.** The Guarantor guarantees to Star Print Solutions the payment of all amounts the Applicant owes or will owe to Star Print Solutions, now or in the future, and the performance of the Applicant's obligations under the Credit Conditions and the Terms and Conditions of Trade.
2. **Indemnity.** The Guarantor indemnifies Star Print Solutions against any loss it suffers because the Applicant does not pay or perform, including where the Applicant's obligations are or become unenforceable for any reason.
3. **Continuing.** This is a continuing guarantee. It covers the full balance owing from time to time, including amounts above any credit limit, and is not discharged by any single payment.
4. **Not affected by changes.** This guarantee is not affected by any increase in the credit limit, any extension of time or other concession given to the Applicant, any change to the Applicant's structure or name, or the insolvency of the Applicant. However, Star Print Solutions will give each Guarantor written notice of any increase in the credit limit of more than [25]% above the limit in place when this guarantee was signed.
5. **Joint and several.** If there is more than one Guarantor, each is liable both together and separately for the whole amount guaranteed.
6. **Recovery.** Star Print Solutions may claim against the Guarantor without first taking action against the Applicant. The Guarantor must pay on written demand, together with Star Print Solutions' reasonable costs of enforcing this guarantee.
7. **Ending the guarantee.** A Guarantor may end this guarantee for future supplies by written notice to Star Print Solutions. It continues for all amounts owing at the date the notice is received, and for orders accepted before then.
8. **Credit information.** Star Print Solutions will not obtain a consumer credit report about a Guarantor, or disclose information about a Guarantor to a credit reporting body, unless the Guarantor first gives separate, express written consent for that purpose in a form provided by Star Print Solutions.
9. **Law and signing.** This guarantee is governed by the law of New South Wales. It may be signed electronically and in counterparts.
10. **Principal debtor.** The Guarantor is liable as principal debtor and not merely as surety.
11. **No competing claims.** Until all amounts owing have been paid, the Guarantor must not claim against the Applicant or any other guarantor, or share in any security held by Star Print Solutions.
12. **Reinstatement.** If a payment to Star Print Solutions is later set aside or must be repaid (including as a preference), the Guarantor's liability is reinstated as if the payment had not been made.
13. **Each signatory bound.** This guarantee binds each person who signs it, whether or not any other person signs.
14. **Limit (optional).** [The Guarantor's liability for amounts owing for goods and services is limited to $[amount] plus costs and interest.]
15. **Acknowledgements.** The Guarantor confirms that they have read this guarantee, the Credit Conditions and the Terms, understand that it makes them personally liable, and have been given the opportunity to obtain independent legal advice.
16. **Payments and survival.** The Guarantor must pay amounts due under this guarantee without set-off or counterclaim. Subject to clause 7, this guarantee is not affected by the death, bankruptcy or change of directorship of any Guarantor.

Guarantor 1

FULL NAME	RESIDENTIAL ADDRESS

SIGNATURE OF GUARANTOR	DATE

SIGNATURE OF WITNESS	WITNESS FULL NAME

Guarantor 2

FULL NAME	RESIDENTIAL ADDRESS

SIGNATURE OF GUARANTOR	DATE

SIGNATURE OF WITNESS	WITNESS FULL NAME

The witness must be over 18, must not be a Guarantor and should not be related to the Guarantor.

1. Application

1.1 These Terms and Conditions of Trade (Terms) apply to every quotation given and every order accepted by Star Print Solutions Pty Ltd ABN 43 600 127 759 of PO Box 247, Five Dock NSW 2046 (the Company) for the person or organisation named in the quotation or order (the Client).

1.2 The Company provides print management and procurement services and arranges the manufacture of Goods through independent printers and suppliers selected by it (Suppliers). Each Job is produced to order.

1.3 The Client accepts these Terms by accepting a quotation, placing an order, approving a Proof or paying an invoice. However, the Company will not supply Goods on credit, or register a security interest, until the Client has signed these Terms or a Credit Account Application, or has accepted these Terms by email to which they were attached. These Terms prevail over any terms in a purchase order or other document issued by the Client, unless the parties agree otherwise in writing.

2. Definitions

2.1 In these Terms:

ACL means the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth), as it applies in New South Wales under the Fair Trading Act 1987 (NSW).

Artwork means files, text, images, logos, designs and other material supplied by or on behalf of the Client.

Goods means printed matter, promotional products, packaging, envelopes and other items supplied by the Company.

Job means the Goods and Services described in an accepted quotation or order.

Proof means a PDF proof, hard copy proof, prototype or sample provided for the Client's approval.

Services means print management, procurement, press checks, delivery and related services.

2.2 Headings do not affect interpretation. All amounts are in Australian dollars. In the Credit Account Application, the Credit Conditions and any Guarantee and Indemnity, the Client is also called the Applicant or you.

3. Quotations and orders

3.1 A quotation is valid for 30 days from its date unless it states otherwise. It is based on the specifications, quantities, stock, finishes, delivery details and Artwork described at the time it is given, and the Company may revise the price and delivery date before production begins if any of these change because of a change requested by the Client or an error in information supplied by the Client. The Company will notify the Client in writing of any revision, and the Client may cancel the Job under clause 3.2 as if the revision were a Supplier price increase.

3.2 If a Supplier increases its price after the Client accepts a quotation and before production begins, the Company will notify the Client in writing, and the Client may accept the revised price or cancel the Job without charge, other than costs already incurred under clause 4.2.

3.3 An order is accepted when the Company confirms it in writing or begins work on it.

4. Variations and cancellation

4.1 A variation requested by the Client after acceptance, including an author's correction to Artwork, may change the price and delivery date. The Company will confirm the effect of a variation in writing before proceeding.

4.2 The Client may cancel a Job by written notice, but must pay the costs reasonably and actually incurred for work performed, materials ordered and Supplier charges that cannot be cancelled, up to the date of cancellation. The Company will take reasonable steps to minimise those costs. Custom-made items cannot be cancelled once production has begun.

5. Artwork and Proofs

5.1 Unless the Company has agreed to provide design services, the Client must supply print ready PDF Artwork with fonts embedded, suitable image resolution and 3 mm bleed. The Company checks Artwork for technical suitability for printing only. Spelling, content, prices and legal compliance remain the responsibility of the Client.

5.2 The Company will provide a Proof before production unless the Client instructs otherwise in writing. The Client is responsible for checking each Proof, and the Company is not responsible for errors contained in an approved Proof or in a Job produced without a Proof at the Client's request. The Company is responsible for any departure of the finished Job from an approved Proof, other than a variation permitted by clause 6.

5.3 Production items may vary slightly from a prototype or sample in colour, material and finish.

6. Colour, stock and quantities

6.1 Where agreed, the Company will attend a press check to match colour to the approved Proof or a nominated Pantone reference. Minor variations in colour, trimming, folding and finishing within accepted commercial printing tolerances do not constitute a defect.

6.2 If a specified stock or material becomes unavailable, the Company may substitute one of equal or better quality after notifying the Client.

6.3 Unless the quotation states otherwise, a variation of up to 5% above or below the quantity ordered is accepted as fulfilment of the order, and the Client will be invoiced for the quantity delivered.

7. Delivery, risk and title

7.1 The Company will deliver Goods to the address or addresses agreed in writing. Delivery dates are estimates, and the Company is not liable for delay caused by late Artwork or approvals by the Client, or by an event described in clause 11, and will use reasonable efforts to ensure that Suppliers and carriers deliver by the estimated date.

7.2 If the Client defers delivery or cannot accept Goods on the agreed date, the Company may, after giving the Client written notice of the applicable storage rate, arrange storage after 7 days at the Client's reasonable cost and risk.

7.3 Risk in the Goods passes to the Client on delivery. Ownership passes only as set out in clause 8.4.

8. Price and payment

8.1 Prices are as stated in the accepted quotation and exclude GST unless stated otherwise. Unless the quotation states otherwise, the price includes standard delivery to one address in the Sydney metropolitan area.

8.2 Payment is due on the terms stated in the quotation or invoice or, if none are stated, within 14 days of the invoice date. The Company may require a deposit of up to 50% before production begins for new clients, large Jobs and custom made items. If the Company cancels a Job other than because of the Client's default, it will refund any deposit, less costs reasonably and actually incurred under clause 4.2.

8.3 If any amount is overdue, the Company may, after giving at least 7 days' written notice, suspend further work and deliveries until it is paid, and the Client must pay the Company's reasonable costs of recovering it.

8.4 Retention of title. Ownership of the Goods remains with the Company until the Client has paid in full for those Goods. Until then, the Client: (a) holds the Goods as bailee for the Company; (b) must keep the Goods in good condition and stored so they can be identified as the Company's property; and (c) may use or resell the Goods in the ordinary course of its business, but must keep the proceeds of sale identifiable and account to the Company for them to the extent of the amount owing for those Goods. The Company's security interest in the Goods extends to their proceeds.

8.5 If the Client does not pay an amount when due, or becomes insolvent, the Company may, after giving at least [2] business days' written notice, recover any Goods that have not been paid for, and the Client must give the Company reasonable access to the Goods during business hours for that purpose. Subject to the PPSA and any restriction imposed by law (including during an administration), the Client grants the Company and its agents a licence to enter premises where the Goods are kept, during business hours, for that purpose.

8.6 PPSA. The Client acknowledges that these Terms create a security interest, including a purchase money security interest, in the Goods and their proceeds under the Personal Property Securities Act 2009 (Cth) (PPSA), which the Company may register on the Personal Property Securities Register (PPSR). The Client must provide any information the Company reasonably requires to register and maintain it, including its ABN, its ACN and, if it acts as trustee, the name and ABN of the trust, and must give the Company at least 7 days' written notice before changing its name, ABN, ACN, trustee, trust details, address or legal structure. To the extent the PPSA allows, the Client waives its right to receive a verification statement under section 157, and, where the Goods are not used predominantly for personal, domestic or household purposes, the parties agree that sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply.

8.7 Further PPSA terms. (a) The Client consents to the Company registering its security interest on the PPSR and must do anything the Company reasonably requires (including providing information and signing documents) to register, perfect and maintain it. (b) The Client must not grant, or allow to exist, any other security interest over the Goods without the Company's prior written consent. (c) To the extent the PPSA allows, the Company and the Client agree not to disclose information of the kind described in section 275(1) of the PPSA, except as required by section 275(7).

9. Defects and liability

9.1 Nothing in these Terms excludes, restricts or modifies any right or remedy of the Client under the ACL or any other law which cannot lawfully be excluded.

9.2 The Client must notify the Company in writing of any defect, damage or shortfall within 14 days of delivery, or within a reasonable time for a defect not reasonably apparent on inspection, and retain the affected Goods for inspection. Variations permitted by clause 6 and errors in an approved Proof are not defects. Notice given after this period does not remove any right or remedy the Client has under the ACL or any other law that cannot lawfully be excluded.

9.3 If a claim is accepted, the Company will, at its option, reprint, replace, credit or refund the affected Goods. Where the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use, the Company's liability for a failure to comply with a consumer guarantee is limited, to the extent permitted by law, to resupplying the Goods or Services or paying the cost of doing so.

9.4 Subject to clause 9.1 and to the extent permitted by law, the Company's total liability arising from a Job is limited to the price paid or payable for that Job, and neither party is liable to the other for indirect or consequential loss, including loss of profit or revenue. This clause does not limit liability for death, personal injury, fraud or wilful misconduct.

10. Intellectual property and confidentiality

10.1 The Client retains ownership of its Artwork and warrants that it is entitled to use it and that printing it will not infringe the rights of any person or contravene any law. The Client indemnifies the Company against any claim by a third party, and the reasonable costs of responding to it, arising from Artwork supplied by or on behalf of the Client, except to the extent caused by the Company. The Company must promptly notify the Client of any such claim, allow the Client to conduct its defence at the Client's cost, and not settle it without the Client's consent (which must not be unreasonably withheld).

10.2 Designs, dielines, prototypes and paper engineering created by the Company remain its property until the relevant Job is paid for in full, after which the Client may use them for its own purposes.

10.3 Each party must keep confidential the other's information that is not publicly available, including unpublished Artwork and pricing, and use it only for the Job. The Company may disclose information to Suppliers only as needed to complete the Job, and will not display a completed Job as an example of its work without the Client's consent. Personal information is handled in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and credit reporting requirements to the extent they apply to the Company, and may be disclosed as described in the Company's privacy policy.

10.4 The Company collects personal information only as needed to quote for, supply and invoice Jobs, to manage accounts, to register and manage security interests on the PPSR and, unless the person has opted out, to send information about the Company's services. It is collected through the Contact Us form on the Company's website, from enquiries and orders, from credit account applications, and from trade references and commercial credit information about the Client that the Client authorises. The Company does not store the Client's bank account or card details. Invoices and payments are processed through Xero (xero.com), which handles that information under its own privacy policy. The Company's privacy policy is published at starprintsolutions.com.au and is available on request.

11. Force majeure

11.1 Neither party is liable for delay or failure to perform (other than payment) caused by an event beyond its reasonable control. If the event continues for more than 30 days, either party may cancel the affected Job by written notice, and the Client must pay for work performed to that date.

12. Disputes

12.1 The parties must attempt in good faith to resolve any dispute within 14 days of written notice of it, and may then refer it to mediation, including through the NSW Small Business Commissioner, before commencing proceedings, except where urgent relief is required.

13. General

13.1 These Terms are governed by the law of New South Wales, and the parties submit to the non-exclusive jurisdiction of its courts.

13.2 The accepted quotation, these Terms and, for a Client with a credit account, the Credit Conditions and any Guarantee and Indemnity form the entire agreement for a Job. If they are inconsistent, the accepted quotation prevails as to price, specifications and delivery, the Credit Conditions prevail as to credit and payment, and otherwise these Terms prevail. Amended Terms apply only to quotations issued after a copy is provided to the Client.

13.3 The Company may engage Suppliers to perform any part of a Job and remains responsible to the Client for it, subject to the limits in clause 9. Any invalid provision is to be read down or severed, and the rest continues in force.

13.4 Notices may be given by email to the address most recently provided by the receiving party. These Terms may be accepted and signed electronically, in accordance with the Electronic Transactions Act 2000 (NSW). A guarantee or other document that must be witnessed must be signed in the manner stated in that document.

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