

## Application for Trading Credit & Purchasing Facility

Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) of 112-128 Princess Drive, Morwell, Victoria, 3840, and each of its subsidiaries, divisions, affiliates, associated companies and related entities and any successors and assigns ("Monacellars") ("the Supplier").

Trading Name   
(As Shown on Liquor License)

ABN  ACN

**Please note that NO trading account can be opened until a valid Liquor licence has been approved in the Name of the Business or the Owner on this application.**

The Customer is to Complete only **ONE** of the following sections)

**PTY. LTD Corporation**

Registered Name  
(As Registered with ASIC)

Registered Address

Suburb

State

Postcode

Trust?

if Yes - Trust Name

Trustee Name

**Partnership** - Name and Address of each Partner, and Number of Years of Partnership

1. Full Name

1. Home Address

1. Suburb

1. State

1. Postcode

1. Private Phone

1. D.O.B.

1. Years in Partnership

2. Full Name

2. Home Address

2. Suburb

2. State

2. Postcode

2. Private Phone

2. D.O.B.

2. Years in Partnership

**Sole Trader / Individual**

Full Name

Home Address

Suburb

State

Postcode

Home Phone

Mobile Phone

D.O.B.

Private E-mail Address

Type of  
Liquor Licence

Licence Number

**All applications must have an Approved and Current Liquor Licence copy attached**

# Monacellars Wine & Spirits - Application for Trading Credit & Purchasing Facility

## Directors Details - If listed as a Company. (Please provide all Information on all Directors in FULL)

**Director 1** - Name

1. Home Address

1. Suburb  1. State  1. Postcode

1. Private Phone  1. D.O.B.  1. Drivers Licence #

**Director 2** - Name

1. Home Address

1. Suburb  1. State  1. Postcode

1. Private Phone  1. D.O.B.  1. Drivers Licence #

**Director 3** - Name

1. Home Address

1. Suburb  1. State  1. Postcode

1. Private Phone  1. D.O.B.  1. Drivers Licence #

## If Sole Trader or Partnership - provide details of your closet relative not living with you

Full Name

Home Address

Suburb  State  Postcode

Private Phone  Mobile  Work Phone

## Business Details

Delivery Address

Suburb  State  Postcode

Delivery Instructions   
Forklift? Times, Location  
Obstructions etc..

Postal Address

Suburb  State  Postcode

Phone  Fax  Email

Website

## Type Of Business

- Hotel - No Takeaway Liquor  Hotel - Liquor Store  Hotel - Drive Thru  Liquor Store / Drive Thru  Supermarket  General Store  
 Restaurant / Cafe  Nightclub / Bar  Cellar Door  Catering / Event  Community Club (RSL/Bowls)  Sports Club (Football etc)  
 OTHER - Specify

## Banner Group Type

- DUNCAN'S  DUNCAN'S UNBANNED  UNBANNED  FOODWORKS  ON PREMISE/HORECA  SUPERCCELLARS  
 OTHER - Specify

# Monacellars Wine & Spirits - Application for Trading Credit & Purchasing Facility

## Account Requested By

Full Name  Position  Mobile   
Email

## Account Payable Contact

Full Name  Position   
Mobile  Direct Phone  Fax   
Email (for Statements)

## Main Contact Details

Full Name  Position   
Mobile  Direct Phone  Fax   
Email

## Secondary Contact Details

Full Name  Position   
Mobile  Direct Phone  Fax   
Email

Nature of Supply by Monacellars  Liquor  Map Coffee  Lavazza Coffee  Logistics  OTHER - Specify

## Financial Information

What will be your Estimated weekly purchases from Monacellars (Per Week) \$

Requested Days of Credit  COD  7 Days  14 Days CREDIT REQUESTED - Anticipated Amount of Credit \$

All Accounts are subject to Approval and Credit Checks

Payments by Credit Card will need a Credit Card authorisation form fill out as attached

## Payment Method

Cash on Delivery  Cheque  Credit Card  Pre-Pay on Quote  EFT/Funds Transfer

Bank Details - As it appears on Cheques and Account Statements Account Name

Bank/Branch  BSB  Account Number

Is the Premises:  Owned  Leased  Rented  Mortgaged

## Trade References

1. Bus Name  Suburb  Ph  Fax

2. Bus Name  Suburb  Ph  Fax

3. Bus Name  Suburb  Ph  Fax

## Office Use Only

REP  Region

ASIC Check  Liq. Lic. Check  ABN Check  Directors Check

Grading  Credit  Terms

Setup By  Approved

Notes

# Monacellars Wine & Spirits - Application for Trading Credit & Purchasing Facility

1. By signing this Agreement you:

- (a) apply for a credit account;
  - (b) declare that all information provided in the Application is true and correct and that no relevant information in regard to your creditworthiness has been withheld;
  - (c) have read and agree to be bound by this Agreement and Terms and Conditions;
  - (d) agree to purchase Goods and Services on the terms and conditions as amended from time to time;
  - (e) undertake to promptly provide any financial statements requested by the Supplier ("us/we") from time to time;
  - (f) authorise us to obtain a credit report and financial information in relation to the provision of Goods and Services on credit and the collection of overdue payments and to disclose information regarding the conduct of your account, including any defaults, to other credit providers and credit reporting agencies;
  - (g) authorise us to provide information about the Customer in relation to the provision of Goods and Services on credit and the collection of overdue payments to other credit providers;
  - (h) authorise us to contact trade referees listed in the Application;
  - (i) acknowledge that we may amend the Terms and Conditions by notice to the Customer. Any such notice will be deemed to have been received by the Customer 2 days after posting by us. All purchases of Goods and services after receipt of that notice will be subject to the amended Terms and Conditions;
  - (j) agree to enter into any guarantees or securities required by the Supplier to secure the provision of the goods and services on credit;
  - (k) agree to accept any credit limit determined by the Supplier which may be increased at our sole discretion; and that credit may be withdrawn at any time without notice;
  - (l) warrants that each person who signs the agreement is authorised to do so;
  - (m) if the Customer is a trustee of any trust it:
    - agrees that the Customer is bound by this agreement both in its own right and as trustee of the Trust;
    - acknowledges that in making this application and assuming obligations under this agreement the Customer is doing so for the purposes of the Trust and for the benefit of the beneficiaries of the Trust;
    - must provide a stamped copy of the Deed of Trust constituting the trust (with all amendments) if requested to do so;
    - acknowledge that the Customer has all the necessary authorisations to make this application and to enter into this agreement;
    - agree to do everything necessary to bind the Customer as trustee and the Customer's successors as trustee of the Trust under this agreement.
  - (n) if you are a partner in a partnership:
    - the term "Customer" comprises each person who at any time on or after the date of the application, carries on business in partnership with other persons under the trading name set out in this Application or under any other name substituted for that name ("the Partnership");
    - the partners agree to procure any new partner into the Partnership to execute, within 30 days of becoming a new partner, an acknowledgment under which he/she will agree to be bound by the terms and conditions of this agreement as if he/she had been a partner at the date of this application;
    - that any person who ceases to be a partner of the Partnership will be and remain liable as a principal debtor for the obligations of the Partnership until the Supplier releases that person
  - (o) for the purposes of assessing credit worthiness, the Customer:
    - authorises the Supplier and our agents to make such enquiries as we deem necessary from persons nominated by the Customer as trade referees, the financiers and insurers and credit reporting agencies ("the information sources");
    - consent to the information sources providing any information they may legally give to us; and
    - consent to the Supplier disclosing both the guarantors personal information and the account holders information to a credit reporting agency in the event of a default;
    - consent to the Supplier disclosing personal information the Supplier collects to our insurance brokers and/or insurance underwriters for the purpose of providing us with insurance.
  - (p) warrant that:
    - the information provided by the Customer to the Supplier in the Application are true and correct and the Customer understands that the Supplier is relying upon that information in supplying both goods and services and credit to the Customer;
    - unless you have advised us to the contrary, the Customer has not entered into this agreement in the capacity of a trustee of any trust or settlement;
    - the Customer will immediately notify the Supplier of any changes of address or in ownership of its business;
    - the Customer will waive any rights that the Customer may have in accordance with the **Consumer Credit Code**.
2. By signing this agreement the Supplier agrees to provide goods on credit to the Customer from time to time subject to and pursuant to the information provided and the terms and conditions (as amended from time to time.)

## TERMS & CONDITIONS

### 1. INTERPRETATION

1.1 In these terms and conditions of sale:

- (a) "We" or "us" or "the Supplier" means Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) and any Related Body Corporate as defined in Section 9 of the Corporations Act.
- (b) "you" or "Customer" means the Customer stated in the Application and any other person offering to contract with us on these terms and conditions or, where such person is acting in the course of employment, such person's employer,
- (c) "Goods" means goods supplied by us to you from time to time.
- (d) "Services" means optional freight, and finance services and covers the cost on an equalisation basis outward freight to the customer's premises and the provision of credit.
- (e) "Agreement" means the agreement for the purchasing Goods and services on credit (and amendments to those terms and conditions as amended from time to time).

### 2. SUPPLY

2.1 You will purchase and we will supply goods and services to you on the following terms and conditions, however we are not obliged to supply to you when requested to do so.

2.2 All additions and amendments to the terms and conditions must be in writing signed by us.

### 3 QUOTATIONS AND ORDERS

3.1 Any quotation or price list given by us to you does not constitute an offer to sell Goods to you. We reserve the right to alter the quote or price list without notice to you.

3.2 By ordering goods (and any services), you are making a binding offer to purchase those Goods and Services. We will notify you of our acceptance of your order in writing. Alternatively, our delivery of Goods pursuant to your order shall be deemed acceptance of your offer to purchase.

### 4 PRICES, GST, FREIGHT AND INSURANCE

4.1 Unless we expressly agree in writing, the price of the Goods (and any Services) shall be the price specified in our invoice (or in our price list) plus the amount which we are required to pay on account of any charges which may be levied by any government (domestic or foreign) plus any increase caused by exchange rates, costs of labour, materials and overheads.

4.2 You are responsible for all freight and credit costs. If you nominate a carrier this must be advised to us in writing in the absence of which we will choose a carrier.

4.3 Freight and finance services will be charged to your account if such costs are met by us. These costs are the subject of a separate contract and are included in the composite invoice price.

4.4 These services will be taken to be required unless you advise by writing to the contrary.

4.5 Freight charges will be calculated at our discretion.

4.6 Where you elect to opt out of services, you must advise us in writing so that arrangements can be made for reasonable access to our premises to pick up and pay for the goods. In such circumstances, the service charges will not apply.

### 5 PAYMENT

5.1 You agree that until we confirm that credit terms have been granted to you, all goods are supplied on a cash before delivery basis.

5.2 Unless otherwise agreed, all amounts owing to the Supplier on account of Goods and services supplied to you on credit are due and payable by the dates as specified on the invoice.

5.3 You may pay by Visa or MasterCard. However, you agree to pay a credit card handling fee for effecting payment by this method at a rate advised by us from time to time.

5.4 You agree that if you fail to pay in accordance with this clause 5.2, we may:

- (a) charge a late payment fee of 2.5% plus GST (over and above any general credit service line fee) on all amounts paid by credit card; and
- (b) charge interest on debts at 4% above the rate prescribed pursuant to the Penalty Interest Rates Act (Vic) from time to time; and
- (c) charge a dishonour fee, where a cheque is dishonoured by your bank; and
- (d) recover all mercantile agents' collection costs, commissions and expenses (including collection agency fees), including legal expenses on a solicitor/own client basis incurred in collecting overdue accounts; and
- (e) withhold supply.

5.5 Any forbearance by us in charging any of the fees set out in clause 5 does not constitute a waiver of our right to do so in the future.

### 6 RISK IN THE GOODS

Subject to clause 7.2, the risk of loss or damage to the Goods passes to you on the date and at the time that the Goods are removed from the Company's warehouse for the purpose of delivery to you.

### 7 DELIVERY

7.1 We reserve the right to deliver Goods by instalments. Any delivery times notified to you are estimates only. If you request us to postpone delivery of the Goods beyond the delivery date or dates specified in your order, we may agree to do so if you agree to pay an additional fee for such postponement.

7.2 If we do not receive delivery instructions sufficient to enable us to dispatch the Goods within fourteen days of you being notified that the Goods are ready for delivery, you shall from the fifteenth day after notification

- (a) be deemed to have taken delivery of the goods;
- (b) be liable for storage charges, payable monthly on demand;
- (c) assume risk in the goods.

7.3 Containers (includes, but are not limited to stillages, formers and pallettes) in or on which goods are delivered and for which a deposit charge is made, remain our property. On the containers return, in good order, the deposit will be returned to you. We reserve the right to deduct monies from your deposit to compensate us for any damage to the containers.

### 8. CLAIMS AND LIABILITIES

8.1 Any claim by you as to breach of these terms and conditions by us must be made to us in writing within 7 days of delivery. Time is of the essence.

8.2 You have the benefit of conditions and warranties implied by the *Competition and Consumer Act 2010* (The Act\*) and nothing in these terms and conditions is intended to exclude, restrict or modify any statutory obligation we have. References to specific provisions of and circumstances arising under the Act are not intended to include reference to equivalent similar provisions of and circumstances arising under any State or Territory enactment.

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8.3 Should we be liable for breach of a condition or warranty implied by the Act, our liability for the breach will be limited to one of the following as determined by us:

- (a) the replacement or repair of the Goods or the supply of equivalent Goods; or
- (b) the payment of the cost of replacing or repairing the Goods or of acquiring equivalent Goods.

8.4 (a) to the full extent permitted by law, all express and implied terms, other than the ones set out in these terms and conditions are excluded;

(b) to the full extent permitted by law, we are not liable for any injury to or death of any person or loss (including loss of profits or consequential loss) or damage to property arising from any act or omission of you, us or any other person (including any loss or damage arising from our negligence);

(c) you indemnify us against -

- (i) any claims made against us by any third party in respect of any loss, damage, death or injury as is set out in 8.4(b); and
- (ii) all losses and expenses which we may suffer or incur due to your failure to observe fully your obligations under the Agreement incorporating the terms of the application; and
- (d) we make no representation, warranty or undertaking about the compliance of the Goods with any statutory requirements relating to the marketing of Goods. You acknowledge that you alone are responsible for compliance of the Goods with this legislation.

8.5 We will not be responsible for non-delivery or delay in delivery of any goods due to any cause beyond our reasonable control, notwithstanding that the cause may be operative at the time of entering the contract of sale. Where such delivery or delay occurs, we may deliver the goods not delivered or delayed at any subsequent time and you must accept and pay for them.

8.6 Where we give a date of intended delivery, this will be subject to the Goods ordered being available and our being able to make the delivery on that date.

## 9 RETURNED GOODS

Where goods are returned to us, credit will only be issued under the following conditions:

- 9.1 (a) A return credit ("credit") Return Advice must be obtained from the Delivery Driver prior to the return of any goods. We may refuse to give a credit or accept the return of any goods;
- (b) You must provide the invoice number and date of purchase before a credit will be issued;
- (c) The Return Advice must be clearly marked on the packaging of goods returned to us. Failure to comply with this requirement could result in our refusing to accept delivery of the returned goods.

9.2 All claims for credit must be supported by:

- (a) Signed copy of the Return Advice, with all relevant information

9.3 Without in any way limiting our discretion to refuse to accept the return of any goods, the following goods will not be returnable:

- (a) Any goods that have been held by you for more than 14 days; or
- (b) Any goods which are not in original condition;
- (c) Any goods that are manufactured as made to order unless faulty - any manufacturing surcharge is non refundable

9.4 We will only recognise claims for faulty goods that are lodged within seven days of you receiving the goods.

9.5 Goods must be returned by the carrier specified by us.

9.6 You agree to pay us a restocking fee at the rate advised by us from time to time.

## 10 RETENTION OF TITLE

10.1 In relation to goods supplied to you:

- (a) Property in those goods shall remain with us until the latter of:

- (i) Payment in full for the goods and services; and
- (ii) Payment in full of all other monies owing as unpaid by you to us including monies in respect of goods and services previously or subsequently supplied to you by us;
- (b) Where goods have been fully paid for they must be kept separate from unpaid goods otherwise where there is co-mingled stock property in the goods will revert back to the supplier irrespective of whether the goods have been fully paid for.

(c) The relationship between you and us shall be fiduciary;

(d) You will hold the goods as bailee for us;

(e) Where you sell those goods, you have no power to commit us to any contract or liability, but as between you and us, you will sell as fiduciary agent;

(f) We will be given full ownership of any new goods or objects formed if you transform our goods into other products or affix those goods to other objects;

(g) Where those goods are disposed of, the monies resulting from the disposal and all other proceeds, (tangible or intangible) received in respect of the goods, including insurance proceeds will be held separately in trust for us;

(h) Where those goods are disposed of, you may only dispose of the goods in the ordinary course of your business on commercially reasonable terms;

(i) You will keep records of those goods.

10.2 You undertake that until you deliver the goods to a third party, you will store the goods on your premises separately from your own goods, and those of any other person, and in a manner which makes the goods readily identifiable as our goods.

10.3 You agree that our employees or agents may enter upon your premises (doing all that is necessary to gain access) where it is reasonably thought goods supplied under this agreement might be stored for the purpose of examining or recovering the goods

## 11 CHARGE

11.1 You hereby charge in favour of us:

(a) Any land that you own (or, acquire after the date hereof) as security for any and all monies, owing to us and hereby authorise us to register a caveat over the land if you default in making payment of any amount due to us;

(b) All your personal property including, without limitation, all the stock, motor vehicles, plant, equipment and debtors that you own (or acquire after the date hereof) as security for any and all monies owing to us and hereby authorise us to register, with any competent authority the charge over the property, if you default in making payment of any amount due to us.

## 12 SETOFF

You agree that:

12.1 we may set-off any credit amount that we owe to you against any debit due by you to us;

12.2 you are not entitled to withhold payment of any money in respect of any set-off or claim you might have against us.

## 13 ACTS OF DEFAULT

If you fail to pay for the goods on the due date then, even though we reserve title to the goods supplied to you and without prejudice to any other rights and remedies we may have, we may sue you for the price of the goods as a liquidated sum.

13.1 If you:

- (a) fail to pay for any Goods and services on the due date; or
- (b) otherwise breach this Agreement and fail to rectify such breach within 7 days notice; or
- (c) you cancel delivery of the Goods; or
- (d) commit an act of bankruptcy; or
- (e) allow a trustee in bankruptcy or receiver and manager to be appointed to you or any of your property; or
- (f) allow distress to be levied by a judgement, order or security to be enforced, or to become enforceable against your property; or
- (g) are a company; and

(i) proceedings are commenced to wind you up or any of your subsidiaries; or

(ii) a controller, receiver, administrator, liquidator or similar officer is appointed to you or in respect of any part of your property;

then we and our agents may enter upon your premises (doing all that is necessary to gain access) where Goods supplied under this contract are situated at anytime and retake possession of any or all of the Goods we have supplied to you.

13.2 We reserve the right to resell the repossessed Goods; and

13.3 terminate the Agreement.

## 14 RESALE

If we conduct a re-sale pursuant to this clause:

14.1 we may do so at our premises or any other place; and

14.2 the re-sale may, at our discretion, be by public or private sale; and

14.3 we may recover from you as liquidated damages for our loss of bargain, the difference between the re-sale price and the unpaid price (together with any incidental damages, such as holding expenses and charges but less expenses saved as a result of your breach), if applicable Goods cannot be sold within 3 months of the first attempted sale, those Goods will be deemed to have a re-sale price of nil.

## 15 GOVERNING LAW

This contract is governed by the Law of Victoria. You and the Supplier irrevocably submit to the exclusive jurisdiction of the Victorian Courts and Federal Courts sitting in Victoria.

## 16 WHOLE AGREEMENT

This Application and terms and conditions embody the whole agreement between the parties and subject to the express terms contained in any written order or written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

## 17 CESSATION OF SUPPLY

Our agreement to continue to deliver or sell goods to you is always conditional upon our being satisfied of your ability to pay and comply with these terms and conditions. If we cease to be so satisfied we may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense or cost suffered by you.

## 18 SEVERANCE

Should any part of these terms and conditions be held to be void or unlawful, these terms and conditions shall be read and enforced as if the void or unlawful provisions have been deleted.

## **NOTICE OF WAIVER OF RIGHT TO VERIFICATION STATEMENT FOR THE PURPOSE OF SECTION 157 PERSONAL PROPERTY SECURITIES ACT 2009**

19 The Customer and the Guarantors, jointly and severally acknowledge:

(i) The Supplier may be making application pursuant to Section 150 of the Personal Property Securities Act 2009, ("the Act") to the Registrar of Personal Property Securities, to register a:

Financing Statement relating to any condition in these Terms of Supply applicable to a security interest or prescribed personal property; and/or

Financing Change Statement to amend a Registered Financing Statement relating to a security interest or prescribed personal property.

(ii) On registration of any such Financing Statement or Financing Change Statement, pursuant to Section 156 of the Act, the Registrar will issue to the Supplier as the secured party, a Verification Statement in relation to the registration event.

(iii) Pursuant to Section 157 of the Act, the Customer as grantor of the security interest will be entitled to notice from the Supplier of the Verification Statement unless:

(a) The registration event relates to commercial property of the Customer, (as defined in the Act); and

(b) The Customer has, in writing, waived the Customer's right to receive notice of the Verification Statement.

20. In consideration of the Supplier accepting the Customer's application for credit and the Customer's request for supply of goods and/or services, the Customer and each of the Guarantors, as testified by their separate execution of this clause, jointly and severally waive, its, his, hers and their right under Section 157 of the Act to receive notice of a Verification Statement received by the Supplier in relation to registration of a Financing Statement or a Financing Change Statement, arising from a security interest provided by the Customer pursuant to these Terms of Supply.

# Monacellars Wine & Spirits - Application for Trading Credit & Purchasing Facility

ALL Directors, OR Both Partners or a Sole Traders/Individual need to sign the left side followed by a witness on the right side. The Witness can not be an employee of Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) or any of its subsidiaries, divisions, affiliates, associated companies and related entities and any successors.

1. Signature	<input type="text"/>	1. Witness Signature	<input type="text"/>
Print Name	<input type="text"/>	Print Name	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
Date	<input type="text"/>	Date	<input type="text"/>

2. Signature	<input type="text"/>	2. Witness Signature	<input type="text"/>
Print Name	<input type="text"/>	Print Name	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
Date	<input type="text"/>	Date	<input type="text"/>

3. Signature	<input type="text"/>	3. Witness Signature	<input type="text"/>
Print Name	<input type="text"/>	Print Name	<input type="text"/>
Address	<input type="text"/>	Address	<input type="text"/>
Date	<input type="text"/>	Date	<input type="text"/>

# Monacellars Wine & Spirits - Application for Trading Credit & Purchasing Facility

## GUARANTEE AND INDEMNITY

To Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) & each of its subsidiaries, divisions, affiliates, associated companies & related entities & any successors & assigns ("the Supplier")("the Supplier").

1. We guarantee payments to you of all monies and performance of all obligations including any past, present and future indebtedness and/or obligations of the customer and/or any of us arising from any past, present and/or future dealing with the Supplier.
2. We indemnify you against all loss and/or damage arising from any past, present and/or future dealing with the Customer and/or any of us.
3. We jointly and severally agree:
  - (a) to pay to a stake-holder nominated by the Supplier the amount the Supplier certifies is payable before being entitled to dispute whether or not that amount is payable;
  - (b) that this Guarantee and Indemnity shall remain effective notwithstanding any conduct or event (including any arrangement or deed of company arrangement whether or not agreed to by the Supplier which but for this clause may have released or varied any obligation of the Customer and/or any of us and even if we and/or any of us execute in the Supplier's favour any later agreement, guarantee and/or security whatsoever;
  - (c) that any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid;
  - (d) that we sign in our personal capacity and as Trustee of every trust of which we are trustee; and
  - (e) to notify the Supplier within seven days of any change in the Customer's structure, management and/or position including:
    - (i) any sale or disposition of any part of the business of the Customer;
    - (ii) any change in director, shareholder, management, partnership and/or trusteeship;
    - (iii) any new charge, mortgage and/or security given to any supplier and/or financier;
    - (iv) any involvement in any franchised business in any capacity.
4. Charge: We hereby charge in the Supplier's favour:
  - (a) Any land that we own (or, acquire after the date hereof) as security for any and all monies, owing to you and hereby authorise you to register a caveat over the land if we default in making payment of any amount due to you;
  - (b) All our personal property including, without limitation, all the stock, motor vehicles, plant, equipment and debtors that we own (or acquire after the date hereof) as security for any and all monies owing to you and hereby authorise you to register, with any competent authority the charge over the property, if we default in making payment of any amount due to you.
5. Consideration: The Supplier agrees to grant credit from time to time at your discretion to the Customer and/or to forbear from taking any legal action against the Member for one (1) month from the date of this Guarantee and Indemnity.
6. Proper Law: We agree that this Guarantee and Indemnity and any claim or dispute between the Supplier, the Customer and/or any of us shall be governed by the law applicable in the State of Victoria.
7. Several guarantors: If more than one Guarantor is named and/or intended to sign as a guarantor we each agree to be bound and liable for the full amount owed to the Supplier even if only one of us signs and whether or not any amount is extinguished and/or compromised in any way. The Supplier may make any arrangement and/or compromise with any of us, obtain additional guarantees, indemnities and/or securities from any party and/or release and/or compromise with any of us and/or any other party without affecting our liability to the Supplier.
8. Credit limit: Any credit granted by the Supplier to the Customer is at the Supplier's discretion and shall not limit our joint and several liability to the Supplier.
9. Privacy and Credit Authorisations Pursuant to the Privacy Act 1988: We authorise the Supplier to obtain a consumer credit report from a credit reporting agency for the purpose of assessing my application to act as a guarantor for the Customer. We acknowledge that information as limited by section 18E of the Privacy Act 1988 may be reported to Credit Reporting Agencies.
10. Severability: Any part of this Guarantee and Indemnity shall be severable without affecting any other part of this Guarantee and Indemnity.
11. Acknowledgment of current debt: We acknowledge that the Customer may currently be indebted to the Supplier and we acknowledge and agree that our guarantee under this Guarantee and Indemnity is unlimited and includes any current indebtedness.
12. Definitions:
  - (a) "the Supplier" or "you" means each of the parties listed below as "the Supplier's" jointly and severally;
  - (b) "We" and "us" means each of the Guarantors and the customer jointly and severally and the joint and several successors and assigns of each; and
  - (c) "the Customer" means the party listed below as "the Customer" and any party or parties who acquire, have any beneficial interest in and/or conduct any part of the business of the Customer until notice is given pursuant to this Guarantee and Indemnity and/or each Customer of any franchise/network group of which the Member is a customer (whether as franchisee, franchisor or otherwise).
13. Demands: We agree that our liability to the Supplier arises without any demand by you upon the Customer and/or any of us.
14. Certificates: A certificate signed by a Director, Credit Manager or Solicitor of the Supplier stating the amounts of moneys due and payable to the Supplier by the Customer shall be conclusive evidence of the members indebtedness to the Supplier as at the date of the Certificate.
15. Powers of Attorney: We appoint the Supplier and each of its Directors, Secretary and Credit Manager as our lawful attorney for the purpose of signing documents as referred to in paragraph 4 of this Guarantee and Indemnity.
16. The Customer hereby agrees to charge all their equitable interest in freehold or leasehold property. The Customer agrees to deliver to the supplier within seven (7) days of demand a properly executed memorandum of Mortgage in a form approved by Supplier and which includes a covenant providing that interest may be charged on all outstanding amounts at rates sent from time to time.

**THE PARTIES:**

**A. Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) ALSO KNOWN AS "THE SUPPLIER" AND "THE Monacellars Wine & Spirits" & EACH OF ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, ASSOCIATED COMPANIES & RELATED ENTITIES & ANY SUCCESSORS & ASSIGNS.**

**B. Customer**

ACN: (If Applicable)

**C. Guarantors**

**DATED:**

**1. Sign**

**1. Witness Sign**

Full Name

Home Address

Home Address

**2. Sign**

**2. Witness Sign**

Full Name

Home Address

Home Address

**3. Sign**

**3. Witness Sign**

Full Name

Home Address

Home Address

PRIVACY AND CREDIT AUTHORISATIONS

Privacy Act 1988

To comply with the Commonwealth Privacy Act 1988, we are required to obtain your written consent to enable us to make enquiries on your behalf and obtain credit and or private information relating to you personally, at the time of collecting your private information. By signing this privacy authority, you will be consenting to Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) to obtain and discuss your personal information with other authorised parties.

1. Permission to obtain a consumer credit report from a Credit Reporting Agency containing my/our private information:

Pursuant to section 18K(1)(a)(ab)(ac) Privacy Act 1988 I/we agree that Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) may obtain a consumer credit report, containing information about me/us from a credit reporting agency for the purpose of assessing my application to act as guarantor for the company noted below and, if necessary, maintaining my/our application for credit.

In addition, I/we give permission for Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) to obtain a commercial credit report, pursuant to section 18K(1)(b) and 18L(4) Privacy Act 1988 for the purpose of:

- a) assess an application by me/us to act in the capacity of guarantor.
b) to notify other credit providers of a default by me/us.
c) to exchange information with other credit providers about our account where I/we are in default with them.
d) to assess my/our credit worthiness.

2. The information that may be reported to a credit reporting agency is covered by section 18E(8)(c) of the Privacy Act 1988. The information is limited to identity particulars:

- a) Your name, sex, current and previous address, date of birth, name of employer, and drivers licence number.
b) The fact that you have applied for credit and the amount.
c) The fact that is a current credit provider to you.
d) Payments that are overdue by more than 60 days, and we have taken steps to recover the amount due. In addition, we have notified you that your default may be registered with a credit reporting agency.
e) Advice that payments are no longer overdue in respect of any default that has been listed.
f) Information that, in the opinion Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) you have committed a serious credit infringement (that is, fraudulently or you have shown an intention not to comply with your credit obligations).
g) Dishonoured cheques - drawn by you for \$100 or more that have been dishonoured twice.
h) That credit provided to you by Ballymoss Pty Ltd, (ACN 006 923 717) and Luciza Pty Ltd (ACN 132 550 488) has been paid or otherwise discharged.

DATED: [ ]

1. Sign [ ]

Full Name [ ]

2. Sign [ ]

Full Name [ ]

3. Sign [ ]

Full Name [ ]



# CREDIT CARD AUTHORISATION

# Monacellars

Monacellars Wine & Spirits  
Cnr Princess Drive & Tramway Road  
Morwell, Victoria  
3840  
Phone: 03 5134 2906  
Fax: 03 5133 9544  
www.monacellars.com.au

Date:

## Card Holder Information

Legal Entity Name:

Trading Name:

By executing this application form I / we authorise Monacellars to utilise this account in payment for goods supplied from month to month

Signature of Cardholder/  
Statement:

Name on Card:

Address of Card Statement:

Suburb:

Postal Code:

Business Phone:

Mobile Phone:

## Card Information

Bank:

VISA       MASTERCARD       AMEX - 3% FEE WILL APPLY

Card Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiry Date:

--	--	--	--

CCV Number:

--	--	--

## Do you require a receipt?

YES       NO

Email Address for Receipt:

Please return this Credit Card authorisation form to Monacellars  
Fax: 03 5133 9544  
E-mail: orders@monacellars.com.au

This form will be kept with the utmost security possible to protect the information you have provided.