PUGH PASCOE UNIT TRUST
ATF HOMESTYLE BAKERIES PTY LTD
ABN 94 151 732 395
85 WARWICK STREET
TOOWOOMBA QLD 4350
PH (07) 4687 5000
EMAIL: ACCOUNTS@HOMESTYLEBAKE.COM.AU

Application For Credit

Nature of Organisation (Please tick below)
Sole Trader ☐ Partnership ☐ Proprietary Company ☐ Trust ☐ Other ☐ _____

IF THE ORGANISATION IS A PROPRIETARY COMPANY OR TRUST, YOU WILL NEED TO COMPLETE THE ATTACHED PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY FORM

Trade Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: ( ) _____ Fax: ( ) _____ Mobile: ( ) _____

Registered Office: _____ ABN Number: _____

E-Mail: _____

NB: Your email address will be used for the delivery of statements and or invoices.

Previous Address Details (If less than 2 years): _____

Details of Partners or Directors (circle to indicate)

1. Full Name: _____ **1.** Full Name: _____

Home Address: _____ Home Address: _____

Home Phone: _____ Home Phone: _____

**If more than two Partners or Directors please attach on separate Statement.

Estimated Weekly Purchases: $_____ Date of Takeover of existing business: _____

Contact Person for Accounts: _____

Contact Phone Number: _____

Bank Account Details: BSB#_____ Account # _____

Bank Account Name: _____

Solicitors Name and Address: _____

Accountants Name and Address: _____

Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

1. _____ Phone No: _____
2. _____ Phone No: _____
3. _____ Phone No: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit Inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (overleaf) of Pugh Pascoe Unit Trust T/A Homestyle Bakeries Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed: _____ Date: _____
Circle One (Proprietor / Partner / Director / Authorised Signatory)

Full Name: _____ Position: _____

Administration Purpose Only

Approved By: _____ Date Approved: _____

Debtor Code Allocated: _____ 7 Day Account ☐ 30 Day Account ☐

Pugh Pascoe Unit Trust T/A Homestyle Bakeries Pty Ltd – Terms & Conditions of Trade

1. Definitions

1.1 "Homestyle Bakeries" shall mean Pugh Pascoe Unit Trust T/A Homestyle Bakeries Pty Ltd and its successors and assigns.

1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.

1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.

1.4 "Goods" shall mean goods supplied by Homestyle Bakeries to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).

1.5 "Services" shall mean all services supplied by Homestyle Bakeries to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).

1.6 "Price" shall mean the cost of the Goods as agreed between Homestyle Bakeries and the Customer subject to clause 4 of this contract.

2. Acceptance

2.1 Any instructions received by Homestyle Bakeries from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by Homestyle Bakeries shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of a director of Homestyle Bakeries.

2.4 None of Homestyle Bakeries agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Homestyle Bakeries in writing nor is Homestyle Bakeries bound by any such unauthorised statements.

2.5 The Customer undertakes to give Homestyle Bakeries not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice).

3. Goods

3.1 The Goods are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by Homestyle Bakeries to the Customer.

4. Price And Payment

4.1 At Homestyle Bakeries sole discretion the Price shall be either;
- (a) as indicated on invoices provided by Homestyle Bakeries to the Customer in respect of Goods supplied; or
- (b) Homestyle Bakeries current Price, at the date of delivery of the Goods, according to Homestyle Bakeries current Price list; or
- (c) Homestyle Bakeries quoted Price (subject to clause 4.2) which shall be binding upon Homestyle Bakeries provided that the Customer shall accept in writing Homestyle Bakeries quotation within thirty (30) days.

4.2 Any variation from the plan of scheduled supply will be charged for on the basis of Homestyle Bakeries quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

4.3 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.

4.4 Homestyle Bakeries may withhold delivery of the Goods until the Customer has paid for them, in which event payment shall be made before the delivery date.

4.5 At Homestyle Bakeries sole discretion, for certain approved Customers payment will be due either seven (7), fourteen (14) or thirty (30) days following the date of the invoice, or as otherwise agreed in writing between Homestyle Bakeries and the Customer.

4.6 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by Direct Debit, or by any other method as agreed to between the Customer and Homestyle Bakeries.

4.7 Payments by direct debit will be subject to the terms and conditions of the Direct Debit Request and Direct Debit Request Service Agreement.

4.8 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by Homestyle Bakeries.

5. Delivery Of Goods / Services

5.1 Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Customer at Homestyle Bakeries address.

5.2 Delivery of the Goods to a carrier, either named by the Customer or failing such naming to a carrier at the discretion of Homestyle Bakeries for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer.

5.3 The costs of carriage and any insurance which the Customer reasonably directs Homestyle Bakeries to incur, shall be reimbursed by the Customer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.

5.4 Where there is no agreement that Homestyle Bakeries shall send the Goods to the Customer, delivery to a carrier at limited carrier's risk at the expense of the Customer is deemed to be delivery to the Customer.

5.5 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

5.6 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that;
- (a) such discrepancy in quantity shall not exceed 5%, and
- (b) the Price shall be adjusted pro rata to the discrepancy.

5.7 The failure of Homestyle Bakeries to deliver shall not entitle either party to treat this contract as repudiated.

5.8 Homestyle Bakeries shall not be liable for any loss or damage whatever due to failure by Homestyle Bakeries to deliver the Goods (or any of them) promptly or at all.

6. Risk

6.1 If Homestyle Bakeries retains property in the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.

6.2 If any of the Goods are damaged or destroyed prior to property in them passing to the Customer, Homestyle Bakeries is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by Homestyle Bakeries is sufficient evidence of Homestyle Bakeries rights to receive the insurance proceeds without the need for any person dealing with Homestyle Bakeries to make further enquiries.

7. Customer's Disclaimer

7.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of Homestyle Bakeries and the Customer acknowledges that he buys the Goods relying solely upon his own skill and judgement.

8. Defects / Returns

8.1 The Customer shall inspect the Goods on delivery and shall within one (1) days of delivery notify Homestyle Bakeries of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Homestyle Bakeries an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

8.2 For defective Goods, which Homestyle Bakeries has agreed in writing that the Customer is entitled to reject, Homestyle Bakeries liability is limited to either (at Homestyle Bakeries discretion) replacing the Goods or repairing the Goods provided that the Customer has complied with the provisions of clause 8.1

9. Unpaid Homestyle Bakeries Rights To Dispose Of Goods

9.1 In the event that:
- (a) Homestyle Bakeries retains or regains possession or control of the Goods; and
- (b) payment of the Price is due to Homestyle Bakeries; and
- (c) Homestyle Bakeries has made demand in writing of the Customer for payment of the Price in terms of this contract; and
- (d) Homestyle Bakeries has not received the Price of the Goods,

then, whether the property in the Goods has passed to the Customer or has remained with Homestyle Bakeries, Homestyle Bakeries may dispose of the Goods and may claim from the Customer the loss to Homestyle Bakeries on such disposal.

10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

11. Cancellation

11.1 Homestyle Bakeries may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. Homestyle Bakeries shall not be liable for any loss or damage whatever arising from such cancellation.

12. Default & Consequences Of Default

12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 10% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.

12.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Homestyle Bakeries from and against all Homestyle Bakeries costs and disbursements including on a solicitor and own client basis and in addition all of Homestyle Bakeries nominees costs of collection.

12.3 Without prejudice to any other remedies Homestyle Bakeries may have, if at any time the Customer is in breach of any obligation (including those relating to payment), Homestyle Bakeries may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. Homestyle Bakeries will not be liable to the Customer for any loss or damage the Customer suffers because Homestyle Bakeries exercised its rights under this clause.

12.4 If any account remains unpaid at the end of the second month after supply of the Goods or Services an immediate amount of the greater of $20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

12.5 In the event that:
- (a) any money payable to Homestyle Bakeries becomes overdue, or in Homestyle Bakeries opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer,

then without prejudice to Homestyle Bakeries other remedies at law:
- (i) Homestyle Bakeries shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and
- (ii) all amounts owing to Homestyle Bakeries shall, whether or not due for payment, immediately become payable in addition to the interest payable under clause 12.1 hereof.

13. Title

13.1 It is the intention of Homestyle Bakeries and agreed by the Customer that property in the Goods shall not pass until:
- (a) The Customer has paid all amounts owing for the particular Goods, and
- (b) The Customer has met all other obligations due by the Customer to Homestyle Bakeries in respect of all contracts between Homestyle Bakeries and the Customer, and that where practicable the Goods shall be kept separate until Homestyle Bakeries shall have received payment and all other obligations of the Customer are met.

13.2 Receipt by Homestyle Bakeries of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Homestyle Bakeries ownership of rights in respect of the Goods shall continue.

13.3 It is further agreed that:
- (a) Until such time as ownership of the Goods shall pass from Homestyle Bakeries to the Customer Homestyle Bakeries may give notice in writing to the Customer to return the Goods or any of them to Homestyle Bakeries. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.
- (b) Homestyle Bakeries shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (c) If the Customer fails to return the Goods to Homestyle Bakeries then Homestyle Bakeries or Homestyle Bakeries agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods.
- (d) The Customer is only a bailee of the Goods and until such time as Homestyle Bakeries has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for Homestyle Bakeries.
- (e) The Customer shall not deal with the money of Homestyle Bakeries in any way which may be adverse to Homestyle Bakeries.
- (f) The Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of Homestyle Bakeries.
- (g) Homestyle Bakeries may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to Homestyle Bakeries arising out of these terms and conditions, and Homestyle Bakeries may take any lawful steps to require payment of the amounts due and the Price.
- (h) Homestyle Bakeries can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer.
- (i) Until such time that ownership in the Goods passes to the Customer, if the Goods are so converted, the parties agree that Homestyle Bakeries will be the owner of the end products.

14. Security And Charge

14.1 Despite anything to the contrary contained herein or any other rights which Homestyle Bakeries may have howsoever:
- (a) Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Homestyle Bakeries or Homestyle Bakeries nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that Homestyle Bakeries (or Homestyle Bakeries nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should Homestyle Bakeries elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify Homestyle Bakeries from and against all Homestyle Bakeries costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint Homestyle Bakeries or Homestyle Bakeries nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as Homestyle Bakeries and/or Homestyle Bakeries nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of Homestyle Bakeries and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to Homestyle Bakeries and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in Homestyle Bakeries absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

15. Privacy Act 1988

15.1 The Customer and/or the Guarantor/s agree for Homestyle Bakeries to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by Homestyle Bakeries.

15.2 The Customer and/or the Guarantor/s agree that Homestyle Bakeries may exchange information about Customer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) To assess an application by Customer;
- (b) To notify other credit providers of a default by the Customer;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and
- (d) To assess the credit worthiness of Customer and/or Guarantor/s.

15.3 The Customer consents to Homestyle Bakeries being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

15.4 The Customer agrees that Personal Data provided may be used and retained by Homestyle Bakeries for the following purposes and for other purposes as shall be agreed between the Customer and Homestyle Bakeries or required by law from time to time:
- (a) provision of Services & Goods;
- (b) marketing of Services and/or Goods by Homestyle Bakeries, its agents or distributors in relation to the Services and Goods;
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services/Goods;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services and Goods.

15.5 Homestyle Bakeries may give, information about the Customer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Customer; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

16. General

16.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16.2 All Goods supplied by Homestyle Bakeries are subject to the laws of Queensland and Homestyle Bakeries takes no responsibility for changes in the law which affect the Goods supplied.

16.3 Homestyle Bakeries shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Homestyle Bakeries of these terms and conditions.

16.4 In the event of any breach of this contract by Homestyle Bakeries the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of Homestyle Bakeries exceed the Price of the Goods.

16.5 The Customer shall not set off against the Price amounts due from Homestyle Bakeries.

16.6 Homestyle Bakeries may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

16.7 Homestyle Bakeries reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which Homestyle Bakeries notifies the Customer of such change.

16.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

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85 WARWICK STREET
Toowoomba QLD 4350
Ph (07) 4687 5000
EMAIL:
accounts@homestylebake.com.au

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Pugh Pascoe Unit Trust T/A Homestyle Bakeries Pty Ltd and its successors and assigns ("Homestyle Bakeries") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____ ("the Customer")

I/WE UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to Homestyle Bakeries of all moneys which are now owing to Homestyle Bakeries by the Customer and all further sums of money from time to time owing to Homestyle Bakeries by the Customer in respect of goods and services supplied or to be supplied by Homestyle Bakeries to the Customer or any other liability of the Customer to Homestyle Bakeries, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Homestyle Bakeries. If for any reason the Customer does not pay any amount owing to Homestyle Bakeries the Guarantor will immediately on demand pay the relevant amount to Homestyle Bakeries.
2. **HOLD HARMLESS AND INDEMNIFY** Homestyle Bakeries on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof)) incurred by or assessed against Homestyle Bakeries in connection with:
   (a) the supply of goods and/or services to the Customer; or
   (b) the recovery of moneys owing to Homestyle Bakeries by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Homestyle Bakeries nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
   (c) moneys paid by Homestyle Bakeries with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Homestyle Bakeries, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Homestyle Bakeries to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Homestyle Bakeries by the Customer and all obligations herein have been fully paid satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Homestyle Bakeries part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Homestyle Bakeries, each Guarantor shall be a principal debtor and liable to Homestyle Bakeries accordingly.
5. If any payment received or recovered by Homestyle Bakeries is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Homestyle Bakeries shall each be restored to the position in which they would have been had no such payment been made.
6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Homestyle Bakeries.**
9. The above information is to be used by Homestyle Bakeries for all purposes in connection with Homestyle Bakeries considering this Guarantee and Indemnity and the subsequent enforcement of the same.
10. I/we irrevocably authorise Homestyle Bakeries to obtain from any person or company any information which Homestyle Bakeries may require for credit reference purposes. I/We further irrevocably authorise Homestyle Bakeries to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Homestyle Bakeries as a result of this Guarantee and Indemnity being actioned by Homestyle Bakeries.

GUARANTOR-1
SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20____

GUARANTOR-2
SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20____

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

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DIRECT DEBIT REQUEST (DDR)

CUSTOMER DETAILS

1. Given Name(s) | Surname

Home phone number | Work phone number

Address

Post code

2. Company Name/Business Name

ACN/ABN | Contact phone number

Registered Address

Postcode

DETAILS OF THE ACCOUNT TO BE DEBITED

All details must be supplied

Name of the Financial Institution | Branch Name

Account Name (please insert your full name)

BSB | Account Number

PAYMENT DETAILS

I/We request that the full amount outstanding be direct debited from the nominated account in accordance with this request and the terms and conditions of the Direct Debit Request Service Agreement.

REQUEST AND AUTHORITY TO DEBIT

I/We request and authorise Homestyle Bakeries Pty Ltd, APCA ID 621414, through the Bulk Electronic Clearing System, to debit the nominated account described in this Direct Debit Request, with the amounts set out in the Payment Details or any other amount authorised in accordance with the terms and conditions of the Direct Debit Request Service Agreement. By signing this Direct Debit Request, I acknowledge having read and understood the terms and conditions governing the debit arrangements between Homestyle Bakeries Pty Ltd and I, as set out in this Direct Debit Request and Direct Debit Request Service Agreement.

Signature ..... Signature .....

Date: ...../...../..... Date: ...../...../.....

Direct Debit Request Service Agreement (DDRSA)

Direct Debit Arrangement

1 By signing the Direct Debit Request, you authorise us to arrange for funds to be debited from your account on the debit day in accordance with the Agreement.

2 You also authorise your Financial Institution to debit your account in accordance with Clause 1.

3 The debit day is the day on which the tax invoice becomes due and payable.

4 If the debit day falls on a day that is not a business day (i.e. weekends and public holidays), you authorise us to direct your Financial Institution to debit your account on the next business day.

Variation to the Direct Debit Arrangement

5 Homestyle Bakeries Pty Ltd can vary the terms of this direct debit arrangement by giving you at least 14 days written notice of the proposed variation.

6 If you wish to cancel, defer or alter the direct debit arrangement, you must provide written notice at least 14 days prior to the debit day.

Dispute Resolution

7 If you believe that there has been an error in debiting your account, please provide the details of the error by way of written notice as soon as possible.

8 If our investigations show that your account has been incorrectly debited, we will arrange for the Financial Institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

9 If, following our investigations, we believe on reasonable grounds that your account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.

Your Obligations

10 It is your responsibility to ensure that sufficient cleared funds are available in the nominated account on the debit day.

11 It is your responsibility to verify that the amounts debited from your nominated account are correct.

12 It is your responsibility to ensure that you have authority to provide a Direct Debit Request for the nominated account.

13 For returned unpaid transactions, the following procedures or policies will apply:

(a) we treat the payment as if it was never made;

(b) services may be suspended until the outstanding charges are paid; and/or

(c) A fee may be applied for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.

14 It is your responsibility to ensure that suitable arrangements are made if the direct debit is cancelled by yourself, by your financial institution, or for any other reason.

15 You should be aware that direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts.

16 You should check your account details directly against a recent statement from your Financial Institution to ensure that they are correct.

17 If you are in any doubt, please check with your Financial Institution before completing the Direct Debit Request.

Privacy

18 All customer records and account details will be kept private and confidential to be disclosed at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.

19 If any provision of this DDRSA is found to be illegal, void or unenforceable for unfairness or any

other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

Notices

20 Written notices can be forwarded to us at the following address:-

Homestyle Bakeries Pty Ltd

85 Warwick Street

Toowoomba Qld 4350

21 We will notify you about any matter relating to this agreement by sending a notice in the ordinary post to your last known address. Any notice we send to you will be deemed to have been received by you two (2) business days after it is posted.