



SYDNEY FISH MARKET PTY LIMITED

ACN 064 254 306

BUYER'S APPLICATION FORM

BUYER INFORMATION

APPLICANT'S NAME:

(Insert Proper name of Buyer)
eg Company Name, Business Name, Individual

ABN: _____

SHORT NAME: _____

BUSINESS ADDRESS:

(No.) (Street)

(Suburb/Town) (State) (Postcode)

BUSINESS PHONE NO: _____

BUSINESS FAX NO: _____

SURNAME: _____

FIRST NAME: _____

HOME ADDRESS:

(No.) (Street)

(Suburb/Town) (State) (Postcode)

HOME PHONE NO: _____

FAX NO: (if any) _____

MOBILE PHONE NO: _____

EMAIL: _____

DRIVER'S LICENCE NO: _____

VEHICLE REG NO: _____

*OFFICE USE ONLY
ACCOUNT NO
OR USER NO: _____

BUSINESS TYPE: _____

ACCOUNT TERMS: _____

STATEMENT FREQUENCY: _____

No. of SFM CARDS (for partners) _____

PIN _____

Yes/No

"The Applicant acknowledges that they have read and agree to the terms and conditions printed on Page 2 of this application form."

OFFICE USE ONLY
APPROVED/NOT APPROVED

Signature: _____

POSITION: _____

(If the Applicant is a Company, the person making this
application must be a Director)

Date

Credit Manager

"Payment Terms Strictly Seven (7) Days from Week Ending Friday"
"Interest and Late Payment Fees will be charged on Overdue Accounts"

GUARANTEE AND INDEMNITY DEED POLL

1. In consideration of Sydney Fish Market Pty Limited CAN 064 254 305 (“SFM”) selling goods and/or services to the Applicant on the terms of the Agreement, I/we jointly and separately guarantee to SFM the prompt payment of all moneys payable to SFM under the Agreement.
2. I/we agree to indemnify SFM against any loss incurred by it as a result of any provision of the Agreement or this guarantee being or becoming void, voidable or unenforceable for any reason. I/we further agree to indemnify SFM against all loss, liability or damage arising in connection with the Agreement or the purchase of goods and/or services by, or on behalf of, the Applicant.
3. This guarantee and indemnity is my/our primary obligation and debt and constitutes my/our separate obligation/s in respect of any moneys due and to become due to SFM under the Agreement. I/we acknowledge that SFM is not obliged before enforcing this guarantee and indemnity to make any demand of the Applicant, enforce any other security it holds in respect of the Applicant’s obligations under the Agreement or do any other thing.
4. I/we agree that my/our obligations under this guarantee and indemnity will not be in any way discharged or impaired by any forbearance or any time or other indulgence given to the Applicant in relation to all or any of its obligations under the Agreement, any variation of this guarantee and indemnity or the Agreement or any act, thing, omission or means which, but for this provision, would or might constitute a legal or equitable discharge or defence of a guarantor.
5. This guarantee and indemnity is to be a continuing guarantee and indemnity and will remain in operation until all moneys owing under the Agreement have been paid in full and the obligations of the Applicant under the Agreement have forever ceased.

SIGNED AS A DEED

Full Name of Guarantor

Full Name of Witness

Signature

Signature

Address

Full Name of Guarantor

Full Name of Witness

Signature

Signature

Address

AGREEMENT

This agreement will take effect on the date of approval by SFM.

1. DEFINITIONS:

In this Agreement:

“Applicant” means the person named on the SFM Card and/or the person who has signed the Buyer Application Form and where applicable includes the authorised representatives of the Applicant;

“Buyer Application Form” means the application form to which this Agreement is attached;

“Logon ID” means the logon identification number of the SFM Card granting access to selected electronic devices operated by SFM;

“PIN” means the personal identification number of the Applicant and of each authorised representative of the Applicant;

“SFM Card” means the card issued to the Applicant by SFM and includes cards issued to the authorised representatives of the Applicant; and

“SFM” means Sydney Fish Market Pty Limited CAN 064 254 305 and its authorised officers and agents.

2. USE OF THE CARD

- 2.1 SFM may issue the number of SFM Cards requested by the Applicant in the Buyer Application Form on the terms and conditions set out in this Agreement subject to approval of the Applicant’s credit arrangements (which approval will be granted at the absolute discretion of SFM) and the payment of an application fee determined by SFM from time to time.
- 2.2 The Applicant will be responsible for any liability to SFM incurred in connection with any SFM Card and indemnifies SFM against any loss or cost arising from use of the SFM Card.
- 2.3 The SFM Card belongs to SFM and the Applicant must return it to SFM upon cancellation or if the Applicant’s account is closed.
- 2.4 The Applicant must sign for receipt of the SFM Card together with a copy of the Market Rules immediately on receipt. The SFM Card must not be used by the Applicant after its expiry or cancellation. The SFM Card may be used to conduct accounts which the Applicant has with SFM subject to the conditions and authorities applying to those accounts.
- 2.5 The SFM Card may be cancelled by SFM without notice or liability to the Applicant at any time.
- 2.6 SFM is authorised to act on transactions effected by the Applicant through or by any electronic device of SFM.
- 2.7 The Applicant acknowledges that the SFM Card may be used:

- (i) to purchase fish at SFM's auction or at any sale at which SFM may conduct an auction;
- (ii) to gain access to invoices and removal dockets issued by SFM; and
- (iii) to receive and remove products purchased from or through SFM.

3. LOGON IDENTIFICATION NUMBER AND PERSONAL IDENTIFICATION NUMBER

- 3.1 SFM will issue the Applicant with a Logon ID for each SFM Card.
- 3.2 SFM will at the request of the Applicant issue the Applicant with a PIN.
- 3.3 The Applicant is responsible for the use of the Logon ID or PIN and in particular any indebtedness incurred on any of the Applicant's accounts held with SFM.
- 3.4 The Applicant will be responsible for any loss of the Applicant, its representatives or SFM as a result of the theft, misuse or use of the SFM Card, Logon ID and/or PIN.

4. RESPONSIBILITY FOR TRANSACTIONS

- 4.1 Any indebtedness arising from use of the SFM Card will be debited on the date of use to the Applicant's account.
- 4.2 The Applicant must pay the balance of any account with SFM in accordance with the terms and conditions applying to the account.
- 4.3 If the Applicant or any of the Applicant's representatives loses its SFM Card, the Applicant must notify SFM by completing a Notification of Lost SFM Card form. Lost Cards may be notified via telephone, however, the Notification of Lost SFM Card form must be received by SFM by personal delivery, post or fax within 24 hours of any notification by telephone.
- 4.4 The Applicant will not be liable for amounts fraudulently debited to the Applicant's account by use of the SFM Card after the Applicant has notified SFM of the loss of the SFM Card in accordance with Clause 4.3 and received advice from SFM that notification has been received.
- 4.5 The Applicant will not be responsible for proven errors or fraud by SFM employees.
- 4.6 SFM will not be responsible for losses suffered by the Applicant resulting from the failure of any electronic device owned or operated by SFM.

5. TRANSACTION ERRORS

If a transaction is recorded in error on the Applicant's account or statement with SFM, the Applicant should immediately contact SFM with full details of the error.

6. FEES AND CHARGES

- 6.1 SFM may charge:
 - (a) a fee for the issue of the SFM Card;
 - (b) a transaction fee for each use of the SFM Card; and
 - (c) interest on any transaction.

Prior to introducing any change to the fees or charges, SFM agrees to consult with the Executive of the Master Fish Merchant's Association.

- 6.2 SFM may charge the Applicant's account with any Government rates, taxes or charges arising out of the issue or use of the SFM Card or in respect of any transaction involving the use of the SFM Card.
- 6.3 The Applicant will pay interest at the rate determined by SFM from time to time on any amounts owing to SFM from the Friday of the week in which the relevant transaction occurred until the due date for payment. SFM may waive any such interest if the amount owing is paid on or before the due date for payment.
- 6.4 The Applicant will pay interest at the overdraft rate charged by the banking institution used from time to time by SFM plus 2% calculated on daily balances on any amounts outstanding and owing to SFM (including interest) after the due date for payment.
- 6.5 The Applicant must take delivery of products purchased at an auction within 30 minutes of the purchase or any other time as SFM and the Master Fish Merchants Association agree. Failure to take delivery may result in the cancellation of the transaction at the absolute discretion of SFM. If a transaction is cancelled SFM is authorised to resell the product and the Applicant will be responsible for the payment of any shortfall incurred in the resale.
- 6.6 Property in the product purchased will not pass to the Applicant until the Applicant has taken delivery.
- 6.7 The Applicant will pay SFM all reasonable costs and expenses incurred by SFM or on its behalf including solicitor's fees on a solicitor/client basis in recovering or attempting to recover any amount due by the Applicant to SFM.

7. VARIATION

- 7.1 SFM may vary the conditions of use of the SFM Card at any time provided that the Applicant will be given 7 days prior written notice of any variation imposing or increasing charges or increasing
- 7.2 Notice of any variation of the conditions of use may be given by written notice to the Applicant forwarded by ordinary pre-paid post to the Applicant's address last known to SFM or by placing a notice in a prominent position at the Sydney Fish Market, Cnr Pyrmont Bridge Road and Bank Street, Pyrmont. Any variation will take effect 48 hours after notice has been placed at the Fish Market. Use of the SFM Card by the Applicant after notification will constitute acceptance of the variation by the Applicant.

8. CONDITIONS OF PARKING

- 8.1 The Applicant agrees that any of its vehicles entering the Sydney Fish Market site enter at the Applicant's sole risk and responsibility. SFM will not be responsible or liable in any way for any loss of or damage to the Applicant's vehicle or any of its contents as a result of or in connection with the presence on the site however caused.

9. TRADING TERMS

- 9.1 The Applicant acknowledges and agrees that accounts are payable within 7 days of the Friday of the week in which the relevant transaction/s occurred. If the Applicant fails to pay an account by the due date, SFM may suspend or terminate the Applicant's account without liability and may charge the Applicant a late payment fee of \$50 which the parties agree is a genuine pre-estimate of SFM's loss caused by such late payment.

10. FURTHER SECURITY

- 10.1 If required by SFM at any time the Applicant must provide at the Applicant's cost additional security satisfactory to SFM for the purposes of better securing moneys owed by the Applicant to SFM from time to time under this Agreement.

11. REPRESENTATIONS AND WARRANTIES

11. The Applicant:
- (i) represents and warrants to SFM that the information in this Application and Agreement is true and correct and is not misleading; and
 - (ii) authorises irrevocably SFM to make any enquiries relating to the Application including obtaining any information held by the Credit Reference Association of Australia Ltd.

12. PERSONAL INFORMATION

- 12.1 Italicised terms used in this clause bear the meanings they have in the Privacy Act 1988 (Commonwealth) as amended from time to time.
- 12.2 The Applicant consents to SFM collecting *personal information* about the Applicant, the Applicant's employees and agents, whether from the Applicant or third parties (such as trade referees), for the purposes associated with providing the Applicant with services. SFM may use the *personal information* in accordance with SFM's privacy policy which is available on request.
- 12.3 SFM's privacy policy sets out the extent of people's right to access their *personal information* held by SFM and the applicable conditions.
- 12.4 SFM may disclose *personal information* to third parties retained to provide services to SFM in association with providing the services described in this Agreement.
- 12.5 If the Applicant does not provide certain *personal information*, SFM may be unable to provide the Applicant with services. The Applicant warrants that any *personal information* the Applicant provides SFM is accurate, complete and provided in compliance with the Privacy Act and indemnifies SFM against any loss or damage suffered as a result of the Applicant's breach of this clause 12.5.

13. GENERAL

- 13.1 This Agreement is governed by the laws of New South Wales.
- 13.2 If there is any conflict between the terms and conditions of any of the Applicant's account and this Agreement then this Agreement will prevail.
- 13.3 In this Agreement unless the context requires otherwise the singular includes the plural and vice versa.