



**Hayes Steel Pty Ltd**

ABN: 24 063 856 682  
 PO Box 645, Murwillumbah NSW 2484  
 Email: [accounts@hayessteel.com.au](mailto:accounts@hayessteel.com.au)  
 Web: [www.hayessteel.com.au](http://www.hayessteel.com.au)  
 Phone: (02) 6672 2327

## CREDIT ACCOUNT APPLICATION

**To Be Completed By Applicants** - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Customer's Details:</b> Individual    Sole Trader    Trust    Partnership    Company    Other:				
Full or Legal Name:				
Trading Name (if different from above):				
Physical Address:			State:	Postcode:
Billing Address:			State:	Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
<b>Personal Details:</b> <i>(please complete if you are an Individual)</i>				
D.O.B.:			Driver's Licence No:	
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
ABN:		ACN:		Date Established <i>(current owners)</i> :
Nature of Business:				
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is:    Rented    Owned    Mortgaged <i>(to whom)</i> :				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.:	
Private Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:			D.O.B.:	
Private Address:			State:	Postcode:
Driver's Licence No:		Phone No:		Mobile No:
<b>Account Terms:</b> 30 Days From EOM    COD    Other:				
Purchase Order Required?		YES	NO	Accounts to be emailed?    YES    NO
Accounts Email Address:				
Accounts Contact:			Phone No:	
Bank and Branch:			Account No:	
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Hayes Steel Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.**

**SIGNED (CUSTOMER):** \_\_\_\_\_ **SIGNED (SELLER):** \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

**WITNESS TO CUSTOMER'S SIGNATURE:**

**Signed:** \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

# Hayes Steel Pty Ltd – Terms & Conditions of Trade

<p><b>1. Definitions</b></p> <p>1.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.</p> <p>1.2 "Seller" means Hayes Steel Pty Ltd, its successors and assigns or any 7 person acting on behalf of and with the authority of Hayes Steel Pty Ltd, (a) "Customer" means the person's, entities or any person acting on behalf of (a) and the authority of Hayes Steel Pty Ltd, (b) "Services" as specified in any proposal, quotation, order, invoice or other document and/or; and</p> <p>(a) if the Customer is an individual, it is a reference to each Customer jointly and severally; and</p> <p>(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and</p> <p>(c) if the Customer is a part of a trust, shall be bound in their capacity as a trustee; and</p> <p>(d) includes the Customer's executors, administrators, successors and 7.4 personal representatives.</p> <p>1.3 "Goods" means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p>1.4 "Confidential Information" means information of a confidential nature whether oral or written in electronic form including, but not limited to, the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p>1.5 "Personal Information" means information of a confidential nature whether oral or written in electronic form including, but not limited to, the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p>1.6 "Cookies" means small files which are stored on a user's computer. They are designed to enhance navigation of a website and to improve the user's experience (e.g. by remembering site preferences such as language or location) and to assist in our marketing efforts. Cookies may also be used to track the user's usage and preferences. Cookies may be used to enhance the navigation of a website and to improve the user's experience (e.g. by remembering site preferences such as language or location) and to assist in our marketing efforts. Cookies may also be used to track the user's usage and preferences.</p> <p>1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Seller and the Customer in accordance with clause 9 below.</p> <p>1.8 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).</p>	<p>and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>12.5 "Delivery" ("Delivery") of the Goods is taken to occur at the time that the Customer or the Customer's nominated carrier takes possession of the Goods in accordance with the terms of the Contract.</p> <p>12.6 "Delivery" ("Delivery") of the Goods is taken to occur at the time that the Customer or the Customer's nominated carrier takes possession of the Goods in accordance with the terms of the Contract.</p> <p>12.7 "Delivery" ("Delivery") of the Goods is taken to occur at the time that the Customer or the Customer's nominated carrier takes possession of the Goods in accordance with the terms of the Contract.</p> <p>12.8 "Delivery" ("Delivery") of the Goods is taken to occur at the time that the Customer or the Customer's nominated carrier takes possession of the Goods in accordance with the terms of the Contract.</p> <p>12.9 "Delivery" ("Delivery") of the Goods is taken to occur at the time that the Customer or the Customer's nominated carrier takes possession of the Goods in accordance with the terms of the Contract.</p> <p>13. The Seller will deliver the Goods in separate instalments. Each 13.1 separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p> <p>13.2 The Customer shall take Delivery of the Goods tendered hereunder in the quantity so delivered and shall be either greater or less than the quantity purchased provided that:</p> <p>(a) such discrepancy in quantity shall not exceed 5%; and</p> <p>(b) the Price shall be adjusted pro rata to the discrepancy.</p> <p>13.3 Any time specified by the Seller for Delivery of the Goods is an estimate only. The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. The Seller will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. In the event that the Customer is unable to take Delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p><b>Credit Card Information</b></p> <p>14. The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.1 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.2 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.3 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.4 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.5 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.6 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.7 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.8 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.9 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.10 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.11 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.12 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.13 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.14 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.15 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.16 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.17 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.18 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.19 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p> <p>14.20 The Customer agrees to provide credit card details for the Seller to keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Seller.</p>	<p>use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the "Privacy Act") including the Part III of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDP) and any statutory requirements, where relevant in a European Economic Area (EEA) under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively, "EU Data Privacy Laws"). The Seller acknowledges that in the event it becomes aware of any disclosure of the Customer's Personal Information, held by the Seller that may result in serious harm to the Customer, the Seller will notify the Customer in accordance with the applicable laws and regulations. The Customer's Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.</p> <p>18.2 Notwithstanding clause 18.1, the Seller may limit its use of the Customer's Personal Information in respect of Cookies where transactions for purchases/orders transpire directly from the Seller's website. The Seller agrees to display information about such Cookies and other tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's IP address, browser, email client type and other similar details; tracking website usage and traffic; and reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information").</p> <p>18.3 The Seller agrees to enable/disable the collection of Personal Information by use of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable, provided on the website prior to proceeding with a purchase/order via the Seller's website.</p> <p>18.4 The Customer agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (including but not limited to, the Seller's address, the Seller's electronic contact details (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit ratings, credit history) about the Customer in relation to credit provided by the Seller.</p> <p>18.5 The Customer agrees that the Seller may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(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/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.</p> <p>18.6 The Customer consents to the Seller being given a consumer credit report to collect overdue amounts from the Customer.</p> <p>18.7 The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and the information may be used for the following purposes):</p> <p>(a) the provision of Goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(c) processing any payment received from the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Customer's credit account.</p> <p>18.8 The Seller may give information about the Customer to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) allow the CRB to create or maintain a credit information file about the Customer including credit history.</p> <p>18.9 The information given to the CRB may include:</p> <p>(a) Personal Information as outlined in 18.3 above;</p> <p>(b) name of the credit provider and that the Seller is a current credit provider to the Customer;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) details concerning the Customer's application for credit or commercial credit (including the date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repossessions and other financial matters; and</p> <p>(g) 60 (sixty) days and for which written notice for request of payment has been made and debt recovery action commenced or attempted by the Customer or the Seller.</p> <p>18.10 The Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);</p> <p>18.11 the information that, in the Seller's view, the Customer has committed a serious credit infringement;</p> <p>18.12 advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150);</p> <p>18.13 The Customer shall have the right to request (by e-mail) from the Seller a copy of the Personal Information about the Customer retained by the Seller and the Seller shall correct any incorrect Personal Information; and</p> <p>18.14 that the Seller does not disclose any Personal Information about the Customer to any third party without the Customer's consent.</p> <p>18.15 The Seller will destroy Personal Information upon the Customer's request (by e-mail) or if it is no longer required unless it is required to be maintained and/or stored in accordance with the law.</p> <p>18.16 The Customer can make a privacy complaint by contacting the Seller via e-mail. The Seller will respond to that complaint within seven (7) days of receipt of the complaint and will make a decision as to the complaint within thirty (30) days of receipt of the complaint.</p> <p>18.17 In the event that the Customer is not satisfied with the resolution process, the Customer can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a>.</p> <p><b>Building and Construction Industry Security of Payments Act 1999</b></p> <p>19. At the Seller's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply. Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 or the NSW Civil and Consumer Act 2010, except to the extent permitted by the Act which would apply.</p> <p><b>Unpaid Seller's Rights</b></p> <p>20. The Seller and the Customer have agreed that the Seller may, in relation to the item and the Seller has not received or been tendered the whole of any monies owing to it by the Customer, the Seller shall have until all monies owing to the Seller are paid:</p> <p>(a) a lien on the item; and</p> <p>(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.</p> <p>21. The lien of the Seller shall continue despite the commencement of proceedings or judgment for any monies owing to the Seller having been obtained against the Customer.</p> <p><b>General</b></p> <p>22. The Seller shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, unenforceable or unenforceable, the remaining provisions shall not be affected, rejudged or impaired.</p> <p>23. These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales, the state in which the Seller has its principal place of business, and are subject to the jurisdiction of the New South Wales Courts of New South Wales.</p> <p>24. Subject to clause 14, the Seller shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer owing to a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which are directly caused by the Seller's breach of these terms and conditions).</p> <p>25. The Seller may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.</p> <p>26. The Customer cannot licence or assign without the written approval of the Seller.</p> <p>27. The Seller may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Seller's subcontractors.</p> <p>28. The Customer agrees that the Seller may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such amendments on their website. Such changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes payment for the Seller to provide Goods to the Customer.</p> <p>29. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other natural or man-made disasters.</p> <p>30. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so.</p> <p>31. The Seller warrants that this Contract creates binding and valid legal obligations on necessary.</p>
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