

Debtor Account



Applicant details:

First name:	Surname:
Business trading name:	
Australian Business Number (ABN):	
Business address:	
	Postcode:
Postal address:	
	Postcode:
Contact number:	
Email address:	
Accounts payable contact person:	
Corporate structure: (please tick the box) ☐ Public company ☐ Partnership ☐ Sole trader ☐ Proprietary Company	
What year did the company start trading?	

Trade references or major suppliers: *(you must be a credit customer of these referees and supply details)*

Company name	Contact person	Contact phone number

Directors or authorised representative guarantees:

I/We the authorised representatives of the applicant, as guarantor/s, request the opening of a credit account. I/We agree to pay Council the amount of money owed now and into the future. This agreement will be ongoing and will not stop in the event of applicant's liquidation.

Individual 1:

First name:	Surname:
Postal address:	Postcode:
Type of licence:	Licence number:
Contact number:	
Signature:	Date: ____/____/____
Witness name:	
Witness signature:	Date: ____/____/____

Collection Notice

East Gippsland Shire Council collects information provided by you in this form to consider your application for a debtor account. East Gippsland Shire Council will only disclose your personal contact information to a third-party where required to do so by law. Information shared in this situation will be in accordance with the requirements of the Privacy and Data Protection Act 2014. If incorrect information or details are provided Council will be unable to assist you with this request. For more information on Council's Privacy Policy, please visit Council's [Privacy Statement](#) on our website or email feedback@egipps.vic.gov.au if you have any questions. AUG 26

Individual 2:

Name:	
Postal address:	Postcode:
Type of licence:	Licence number:
Contact number:	
Signature:	Date: ____/____/____
Witness name:	
Witness signature:	Date: ____/____/____

Declaration:

I/We request the opening of a credit account. I/we agree to pay Council the amount of money owed now and into the future. This agreement will be ongoing and will not stop in the event of the liquidation of the applicants named.

Signature:	
Name:	Date: ____/____/____
Witness signature:	
Witness name:	Date: ____/____/____

Office Use Only:	
CS Stamp:	IM Stamp:

Important Information

- GST is applied to Council fees and charges.
- Normal trading terms are 30 days from the date the statement is given.
- All accounts need to be paid on or before the due date. Late payment of accounts will put the account on hold and further late payments will stop credit being given.
- A credit reference may be made before approval is given.
- You will be liable for costs of recovering monies not paid.
- Council can suspend your account at any time without giving reason.
- Council can change the terms and conditions of the account by writing you a letter.

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Terms and Conditions

I/We the undersigned hereby applies to East Gippsland Shire Council ABN 81 957 967 765 for a credit account, if this application is approved. I/We agree as follows:

- 1. That the information provided herein is true and correct in every particular and that all-material facts have been disclosed to East Gippsland Shire Council.
- 2. That payment for all Goods and Services supplied by East Gippsland Shire Council for which an invoice is issued is due and payable no later than 30 days from the date which appears on any such tax invoice / statement, unless otherwise stated.
- 3. The undersigned and any director or principal of the applicant have never been made bankrupt and are solvent and are able to pay their debts as they fall due. They have not made any compromise or arrangement with their creditors and no application has been made or proposed to summon a meeting or their creditors or any class of them.
- 4. That the applicant (if a corporation) is solvent and able to pay its debts as they fall due and is not in liquidation or being wound up. No meeting has been called or resolution has been passed or order made for such purposes and no Receiver or Receiver and Manager has been appointed in respect of the applicant. The applicant has not made any compromise or arrangement with its creditors or any class of them and no application has been proposed or made to any court for any order summoning a meeting of its creditors or any class of them.
- 5. If the applicant is a trustee of any trust it has the power to execute this application and enter into every transaction in relation to the credit account with East Gippsland Shire Council (and has a corresponding right under the trust assets in respect of these matters) and executes this application in its personal capacity and in its capacity as trustee of each trust.
- 6. Each of the undersigned hereby authorises East Gippsland Shire Council pursuant to the Privacy Act to give and to receive personal credit information including consumer credit information concerning themselves from third parties including credit reporting agencies and other credit providers identified in the application or from other information obtained by East Gippsland Shire Council (Third Parties) for the purposes of assessing the application, deciding whether to accept the undersigned as a guarantor for the application, notifying Third Parties of a default in respect of the application and the collection of overdue payments.
- 7. The Applicant named in this application will be given access to their personal information in this application form for the purposes of assessing applications, managing accounts and, if necessary, insuring our risk and collecting debts. If all or part of the personal information requested is not provided, East Gippsland Shire Council may not be able to process your application for a credit account.
- 8. I am aware that any default on payment beyond East Gippsland Shire Council's Trading Terms may result in recovery action and cancellation of the account, further transactions will only be accepted on a cash basis.
- 9. It is understood should the account fall into default of Council's terms, the collection process in accordance with its policy will be undertaken to recover the account. The matter may be referred to its collection agency for further recovery action. The information provided to them will be for the purpose of debt recovery only and your personal details will not be disclosed to any other person or agency without your consent unless required or authorised by law.

By completing this application, I declare that will comply with the Terms and Conditions detailed in this application.

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Contact Council

-  **Phone:** 03 5153 9500
-  **Email:** feedback@egipps.vic.gov.au
-  **Website:** eastgippsland.vic.gov.au
-  **Mail:** PO Box 1618, Bairnsdale VIC 3875

Customer Service Centres:

- **Bairnsdale:** 273 Main Street
- **Lakes Entrance:** 18 Mechanics Street
- **Mallacoota:** 70 Maurice Avenue
- **Omeo:** 179 Day Avenue
- **Orbost:** 1 Ruskin Street
- **Paynesville:** 55 Esplanade

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