



**TRADING ACCOUNT / AGREEMENT**

**BETWEEN**

**SKIPPEERS TRANSPORT PTY LTD**

**AND**

.....

**DATED** ...../...../.....

**Head Office: 35 WALTERS DRIVE, OSBORNE PARK WA 6017. FAX No. 9208 5110**  
**Branch Office: 85 SHEFFIELD ROAD, WELSHPOOL WA 6106. FAX No. 9358 7610**  
**Branch Office: 3 CRAWFORD STREET, GERALDTON WA 6530. FAX No. 9921 3339**  
**Website: www.skippers.net.au**

Correspondence to: PO Box 1060 , Osborne Park WA 6916

**TERMS: STRICTLY NETT 30 DAYS**

NAME: .....  
DATE RECEIVED: .....  
CONSULTANT: .....  
APPROVED Yes / No .....  
ACCOUNT NO.: .....  
DATE: .....

**TO BE COMPLETED BY ALL APPLICANTS**

TRADING NAME .....

TRADING ADDRESS .....

(not PO Box) .....

.....

POSTAL ADDRESS .....

(if different from .....

Trading Address) .....

..... P/code:.....

ACCOUNTS CONTACT: ..... PHONE (.....)..... FAX (.....).....

OPERATIONS CONTACT: ..... PHONE (.....)..... FAX (.....).....

CONTACT EMAIL ADDRESS: .....

DATE BUSINESS COMMENCED: ..... PROPOSED MONTHLY EXPENDITURE \$.....

| TRADE REFERENCES | NAME  | TELEPHONE No. |
|------------------|-------|---------------|
| 1. ....          | ..... | .....         |
| 2. ....          | ..... | .....         |
| 3. ....          | ..... | .....         |

BANK: ..... BRANCH: .....

ADDRESS: .....

Drawers Name if different from Trading Name: .....

**SOLE TRADER OR PARTNERSHIP**

Surname(s): 1. .... 2. ....

Christian Name(s): .....

Residential Address: .....

..... P/Code.....

**SUBSIDIARY COMPANY**

Name of Parent/Holding Company: .....

Address: .....

..... P/Code:.....

Paid up Capital: ..... A.B.N. No:.....

**PTY LTD or LTD COMPANY**

Company Name: .....

Registered Address: .....

..... P/Code:.....

Incorporation Date: ..... State: .....

Paid up Capital: ..... A.B.N. No:.....

**TRUST/NOMINEE COMPANY**

Full Name of Trust/Principal: .....

.....

Address: .....

..... P/Code:.....

**Interest is charged on overdue accounts over 30 days.**

**CONDITIONS OF CONTRACT**

1. In these conditions-  
 "Carrier" shall mean SKIPPERS TRANSPORT PTY LTD ABN 26 008 683 967 its servants and agents. "Sub-Contractor" shall mean and include-
  - i. All companies which are now subsidiaries of SKIPPERS TRANSPORT PTY LTD within the meaning of that expression defined in Section 6 of the Western Australian Companies Act, 1961/70.
  - ii. Railways operated by the Commonwealth or any State.
  - iii. Any other person, firm or company with whom the Carrier may arrange for the carriage of goods the subject of this contract; and any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in (i), (ii), and (iii) above.
2. The Carrier is not a Common Carrier and will accept no liability as such. All articles are carried or transported and all storage and other services are performed by the Carrier subject only to these conditions AND THE CARRIER RESERVES THE RIGHT TO REFUSE THE CARRIAGE OR TRANSPORT OF ARTICLES FOR ANY PERSON CORPORATION OR COMPANY AND THE CARRIAGE OR TRANSPORT OF ANY ARTICLES AT ITS DISCRETION.
3. The Consignor, hereby authorises the Carrier (if it should think fit to do so) to arrange with a sub-contractor for the carriage of any goods the subject of this contract. Any such arrangement shall be deemed to be ratified by the Consignor upon delivery of the said goods to such sub-contractor, who shall there upon be entitled to the full benefit of these terms and conditions to the same extent as the Carrier. In so far as it may be necessary to ensure that such sub-contractor shall be so entitled the Carrier shall be deemed to enter into this contract for its own benefit and also as trustee for the sub-contractor.
4. If the Company instructs the Carrier to use a particular method of carriage whether by road, rail, sea or air the Carrier will give priority to the method designated but if that method cannot conveniently be adopted by the Carrier, the Consignor shall be deemed to authorise him to carry or have the goods carried by another method or methods.
5. Unless otherwise expressly agreed in writing no responsibility in tort or contract or otherwise will be accepted by the Carrier for any loss or damage to or deterioration of goods or misdelivery or failure to deliver or delay in delivery of goods including chilled, frozen, refrigerated or perishable goods either in transit or in storage for any reason whatsoever. The Carrier is authorised to deliver the goods at the address given to the Carrier by the Consignor for that purpose and it is expressly agreed that the Carrier shall be taken to have delivered the goods in accordance with this contract if at that address he obtains from any person a receiptor signed delivery docket for the goods.
6. The carrier is unable to effect insurance as per the insurances act 2004. The carrier, however, can cover the goods against physical loss or damage through the carriers ancillary service, as the consignors agents and at the consignors expense if the consignor instructs the Carrier in writing to do so. Where this ancillary service is effected, after written instructions from the consignor, any coverage will exclude all claims resulting from wear, tear, moths, vermin, loss of market, consequential loss, loss of use or damage due to delay or inherent vice of nature of the subject matter, or such exclusions otherwise advised to the carrier at the time the ancillary service coverage is effected.
7. The Carriers charges shall be considered earned as soon as the goods are loaded and despatched from the Consignor's premises.
8. The Consignor agrees that its covenant to pay the Carrier's charges is an independent covenant and in respect thereof he Consignor agrees that all rights of set-off whether at law or in equity whatsoever are hereby excluded.
9. The Consignor will be and remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of thirty. (30) minutes in loading or unloading occurring other than from the default of the Carrier. Such permissible delay period shall commence upon the Carrier reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Consignor or Consignee.
10. If any person fails to pay charges due to the Carrier in respect of any service rendered by the Carrier on reasonable demand being made in accordance with this contract, the Carrier may detain and sell all or any of the goods of that person which are in his possession and out of moneys arising from the sale retain charges so payable and all charges and expenses of the detention and sale, and shall render the surplus if any of the moneys arising from the sale of and such of the goods as remain unsold to the person entitled there to. Any such sale shall not prejudice or affect charges due or payable in respect of such service or the said detention and sale.
11. The Consignor or his authorised agent shall not tender for carriage any explosive, inflammable or otherwise dangerous or damaging goods without presenting a full description of those goods and in default of so doing shall be liable for all loss and damage caused thereby.
12. It is agreed that the person delivering any goods to the Carrier for carriage or forwarding is authorised to sign this consignment note for the Consignor.
13. The Consignor expressly warrants with the Carrier that the Consignor is either the owner or the authorised agent of the owner of any goods or property the subject matter of this Contractor cartage and by entering into this contract the Consignor accepts these conditions of contract for the Consignee as well as for all other persons on whose behalf the Consignor is acting.
14. Without derogating from Clause 5 above the Carrier shall not be liable for any loss of market, loss of use or consequential loss concealed damage or damage caused by inherent vice or nature of the goods or merchandise carried (including chilled, frozen, refrigerated or perishable goods) either in transit or in storage whether caused by the negligence wrongful actor default of the Carrier or by any other cause whatsoever.
15. It is expressly agreed that all the rights, immunities and limitations of liability granted to the Carrier by the provisions set forth in the above conditions of carrying shall continue to have their full force and effect in the circumstances and not withstanding any breach of the Contract or of any condition hereof by the Carrier.
16. The Consignor shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may in the absolute discretion of the Carrier be deemed reason able or necessary in the circumstances.
17. Where by express agreement or operation of law the Carrier becomes responsible for damage to goods. No claim for such damage will be allowed unless lodged in writing at an office of the Carrier in the State in which delivery was effected within seventy-two (72) hours after delivery was given.
18. In respect of contracts made in Queensland these conditions shall be read subject to the Carriage of Goods by Land (Carrier's Liability) Act, 1967, of that State but except where repugnant to the provisions of that Act shall continue to apply.
19. In the event that the Carrier grants a Trading account to the customer, then the following terms shall apply-
  - i. That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within SEVEN (7) days of the date of demand and the Supplier shall be entitled to charge interest at the rate of 15% per annum on all overdue accounts from the due date until the date of actual payment.
  - ii. Any expenses, disbursements incurred by the Supplier in recovering or attempting to recover any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer.

I/We Skippers Transport Pty Ltd (the Seller):-

- (a) making such enquiries as the Seller deems necessary including but not limited to obtaining reports from persons nominated as trade credit referees, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("the Information Sources");
- (b) obtaining from the Information Sources such information as is required by the Seller;
- (c) disclosing the content of any report from an Information Source in whole or in part to any credit reporting agency for the purpose of allowing that credit reporting agency to create or add to any credit information file or data base in relation to me/us.

I/We acknowledge having received a copy of the Seller's Terms and Conditions of Contract - 1999 and agree that they will govern the supply of services to me/ us to the exclusion of all other terms and conditions. I/We further acknowledge that the Seller's Terms and Conditions of Contract maybe amended at anytime by written notice to me/us.

I/We understand that services supplied to us must be paid within thirty (30) days from the month in which we are invoiced.

.....  
SIGNATURE OF AUTHORISED PERSON

.....  
SKIPPERS TRANSPORT PTY LTD SIGNATORY

.....  
NAME IN BLOCK LETTERS

.....  
NAME

.....  
POSITION IN COMPANY

.....  
DATE

.....  
DATE



## GUARANTEE

THIS GUARANTEE ("the Guarantee") is made and given by the person or persons whose name is set forth in item 1 of the Schedule hereto (collectively and severally the "Guarantor") WHEREAS certain moneys are now due and payable and it is anticipated that further moneys will from time to time become owing to SKIPPERS TRANSPORT PTY LTD (ABN 26 008 683 967) of 35 Walters Drive, Osborne Park in the State of Western Australia ("Skippers") by the party named and described in item 2 of the Schedule and where that person is a Body Corporate by any company or companies in respect of which in excess of fifty per centum (50%) of the issued capital is beneficially owned by the Customer (collectively and severally the "Customer") in respect of the supply of goods or services.

NOW THIS GUARANTEE WITNESSETH in consideration of the above as follows:-  
In this Guarantee unless the contrary intention appears:-

1. "Authorised Officers of Skippers" shall mean and include:-
  - (a) Any person or persons duly authorised by or through Skippers either generally or in any particular case to execute the document or perform the act required to be done on behalf of Skippers.

"Guarantor" includes:-

  - (a) In the case where a Guarantor is a natural person the respective executors and administrators and permitted assigns of the Guarantor; and
  - (b) In the case where a Guarantor is a Body Corporate the successors and assigns of the Guarantor.

"State" shall mean Western Australia

Words importing the singular number of plural numbers shall include the plural numbers and singular numbers respectively. Words importing the masculine gender shall include the feminine gender and shall also have application to Bodies Corporate of every nature.
2. The Guarantor hereby Guarantees payment to Skippers of any moneys now owing or which hereafter may become owing to Skippers by the Customer on any account or transaction whatsoever and the performance and observance of all obligations of the Customer contained in any agreement or agreements heretofore or hereafter entered in to between Skippers and the Customer.
3. Before Skippers shall be entitled to obtain payment under the Guarantee hereby given by the Guarantor it shall cause a demand for payment to be given to the Guarantor in the manner hereinafter provided. All moneys payable under the Guarantee hereby given shall become payable forth with upon such demand being served on the Guarantor without the need of a separate demand being made upon the Customer for such monies.
4. It shall not be necessary for the demand referred to in the preceding paragraph to specify anything other than that default has been made by the Customer which default is not dependant upon a demand being made upon the Customer.
5. Where the Guarantor consists of more than one person or other legal entity or where there is more than one Guarantor under this and any other Guarantee;
  - (a) Their obligations shall be joint and several;
  - (b) None of them shall have their or its obligations hereunder discharged by reason only of:-
    - i) it is being discovered that any Guarantee is invalid or unenforceable as far as any other Guarantor is concerned;
    - ii) the liability of any of them hereunder ceasing for any cause whatsoever including release or discharge by Skippers or otherwise;
    - iii) in the case of a Guarantor being a natural person the death of any Guarantor;
    - iv) in the case of a Guarantor being a body Corporate, the winding up of any Guarantor or the amalgamation or absorption of any Guarantor with or by any other Body Corporate;
    - v) the incompetence of any of them to perform their or its obligations hereunder;
  - (c) Any notice or demand given to any one such Guarantor shall be deemed to be given to all of them;
  - (d) If they become entitled by law to be subrogated to the rights of Skippers against the Customer or if any security held by Skippers from the Customer Skippers shall be entitled to assign such rights or security to any one or more of such Guarantors and such assignments shall be deemed to be to all such Guarantors in the proportions to which they are entitled to them.
  - (e) Skippers may enforce its rights hereunder against any one or more of such Guarantors in such manner order and at such time as Skippers in its absolute discretion may think fit and Skippers shall not be obliged to take identical actions against any other Guarantor.
6. The liability of the Guarantor hereunder shall not be abrogated, prejudiced, limited or affected by such granting of time, credit or any indulgence or concession or by composition with or release of the Customer or any other person whatsoever by Skippers or by its compounding compromising releasing discharging abandoning waiving varying relinquishing or renewing any agreement security or tight or by or discretions in anyway vested in Skippers or by any omission or neglect or by anything

done by Skippers in the exercise of any of the rights powers authorities or discretions in anyway vested in Skippers or by any omission or neglect or by any other dealing matter or thing which but for this provision could or might or would operate to abrogate prejudice or affect the full legal effect hereof.

7. In the event of the bankruptcy or liquidation of the Customer or of any Guarantor then no Guarantor will prove in such bankruptcy or such liquidation in competition with Skippers and each Guarantor hereby authorises Skippers to prove for all moneys which any Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of Skippers any amounts received until Skippers shall with the aid there of have been paid one hundred (100) cents in the dollar in respect of the indebtedness of the Customer to Skippers. Each Guarantor hereby waives in favour of Skippers all right whatever against Skippers and any other Guarantor and any other person estate and assets so far as necessary to give effect to anything contained herein.
8. The Guarantee given hereby shall be a continuing guarantee and shall remain in full force and effect until it is revoked in the manner herein after provided and all obligations of the Customer to Skippers then in existence have ceased. If at any time there shall be no money owing by the Customer to Skippers nor any obligation of the Customer to Skippers the Guarantor may revoke this Guarantee and upon the service upon Skippers of such revocation this Guarantee shall cease to have effect with respect to any transaction thereafter entered into between Skippers and the Guarantor provided that the Guarantor covenants not to revoke this Guarantee with the period specified in item 3 or the Schedule.
9. The Guarantor shall not be entitled to be subrogated to any right of security which Skippers has in relation to the Customer until the whole of the obligations including contingent and future obligations of the Customer to Skippers shall have been satisfied.
10. The liability of the Guarantor hereunder shall not be discharged in whole or in part by any payment if any such payment or any part thereof shall be subsequently set aside or avoided for any reason whatsoever.
11. For the purposes of this Guarantee any Agreement entered into between Skippers and the Customer shall be deemed to be fully effectual as between Skippers and the Customer irrespective of whether it may in fact be of no effect for any reason whatsoever.
12. Any notice or demand authorised or permitted to be given by Skippers under this Guarantee shall be in writing and may be signed by authorised officers of Skippers and may be served by leaving the same at or posting the same in a re-paid letter addressed to the Guarantor at the Guarantor's address stated in item 1 of the Schedule hereto. Any such notice or demand posted as aforesaid shall be deemed to be served on the Guarantor on the day following the day of such postage and if left as aforesaid shall be deemed to have been served at the time of such leaving. In the case of there being more than one Guarantor a document served upon one only shall be deemed served on both or all.
13. A statement in writing made up from the books of Skippers and signed by the authorised officers of Skippers of the amount due or owing by the Customer or any Guarantor at the date mentioned in such statement shall be prima facie evidence that such amount is due or owing by such Customer or Guarantor and of all matters therein set forth.
14. Nothing done or omitted to be done by Skippers shall operate as a waiver of Skippers' rights except to the extent indicated by Skippers in writing whether with respect to a continuing recurrent or subsequent breach by the Guarantor or otherwise.
15. The Guarantor hereby agrees to pay:-
  - (a) All costs of the preparation, registration and execution of this Guarantee and all stamp duty of and incidental there to and to the transaction evidenced thereby; and
  - (b) All costs and expenses incurred in the enforcement or attempted enforcement of this Guarantee or for recovery of the monies from the Customer.
16. This Guarantee is collateral to and secure payment of the same moneys as are payable under any Agreements now or hereafter entered into between Skippers and the Customer.
17. The Guarantor hereby acknowledges having received a copy of this Guarantee and Indemnity.
18. The Laws of the said State shall apply to this Guarantee.
19. The Guarantor hereby acknowledges that this Guarantee has been entered into by the Guarantor in consideration of Skippers having at the Guarantor's request:-
  - i) entered into an agreement with the Customer for the continuing supply of services to the Customer on credit; and
  - ii) refrained from demanding immediate repayment of the moneys due by the Customer as at the date hereof.

## THE SCHEDULE

Item 1. Guarantor: Name ..... Witness: Name .....  
Signature ..... Signature .....

Item 2. Customer ..... Witness Name .....  
Signature ..... Signature .....

Item 3. Non Revocation Period (until services are terminated by Skippers Transport or Customer)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first herein before written.

SIGNED by the said  
THE COMMON SEAL OF  
SKIPPERS TRANSPORT PTY LTD  
(ABN 26 008 683 967)  
was hereunto affixed by  
authority of the Directors  
in the presence of:-

The Common Seal of )  
(ABN ) )  
was hereunto affixed by )  
authority of the Directors )  
in the presence of:- )

..... Director

..... Director

..... Secretary

..... Secretary

signed by the said  
in the presence of:-

Sole trader or Printed Name .....

Signature ..... Position.....

Partnership Printed Name .....

Signature ..... Position.....