

**Pilbara Ports Authority**

94 987 448 870

**Telephone:** (08) 9212 8141

**Email:** [accounts.receivable@pilbaraports.com.au](mailto:accounts.receivable@pilbaraports.com.au)

GENERAL INFORMATION			
APPLICANT DETAILS			
Sole Trader or Partnership			
Address			
Trading Name			
Sole trader/Partners Name(s)			
Date of Birth		Drivers Licence No	
or			
Company Name			
ABN			
Registered Office			
Directors Name			
Address			
Directors Name			
Address			
Postal Address			
Telephone		Fax	
Accounts Payable Contact			
Accounts email address (generic emails preferred)			
Credit Limit request			
Estimated Annual Spend			

**1. TERMS AND CONDITIONS OF CREDIT ACCOUNT**

1.1 The Applicant acknowledges and agrees that the Pilbara Ports Authority's ("PPA") Schedule of Port Charges - Port of Dampier / Port Hedland ("**Schedule of Port Charges**") will form part of any contract between the Applicant and the PPA that arises out of this Application. A Copy of the Schedule of Port Charges may be obtained by submitting a request by fax or email to the PPA's office or from the PPA's website at [www.pilbaraports.com.au](http://www.pilbaraports.com.au).

- 1.2 The Applicant acknowledges and agrees that the PPA can add to or vary the Schedule of Port Charges at any time and an Approved Applicant will be automatically bound by the additional terms and variations regardless of whether or not the PPA has notified or otherwise informed the Approved Applicant of the changes. In this regard, the Approved Applicant acknowledges that it is responsible for checking the Schedule of Port Charges from time to time to ascertain whether or not additions or variations have been made.
- 1.3 The Applicant agrees all declarations of cargo and loading quantities made to the PPA will be complete and accurate.
- 1.4 Accounts are to be settled within 30 days of the date of the invoice. The PPA may charge interest on overdue accounts at a rate 4% greater than the overdraft reference rate published from time to time by the Bank of Western Australia. (Refer Port Authorities Act 1999 S136 and Regulation 119).
- 1.5 The approved Applicant must indemnify the PPA in respect of all costs, legal expenses, commissions and any other miscellaneous costs incurred in collection of outstanding monies due over and above the trading terms.
- 1.6 An approved Applicant shall not exceed their authorised Credit Limit without prior arrangement.
- 1.7 An Applicant wanting to trade with the PPA without approved credit may be required to pay for services in advance by cash, credit card or by EFTPOS.
- 1.8 If payment for services provided by the PPA is not received in accordance with the PPA's credit terms, the PPA is empowered to detain the vessel or hold goods of the approved Applicant until payment has been received or an agreement for payment has been authorised by the Chief Executive Officer.
- 1.9 Without limiting the PPA's other rights and powers in any way, the Applicant acknowledges and agrees that the PPA may insist on the provision of guarantees, bonds or other securities from the approved Applicant during any contract period that arises as a result of this application.
- 1.10 The Applicant acknowledges that nothing in these conditions shall prevent the PPA requiring immediate payment of any sum due to the PPA and the PPA shall at all times be entitled to cancel any credit account without giving notice if the approved Applicant breaches any of the Credit Terms or the Standard Terms and Conditions.
- 1.11 The Applicant acknowledges that nothing in any contract arising out of this Application will in any way diminish the PPA's rights and powers under the Port Authorities Act 1999 ("**Act**") and Port Authority Regulations 2001.

**The Applicant requests that the PPA open an account in the Applicant's name to operate for all charges** for services and/or goods supplied by the PPA to the Applicant. The Applicant warrants that the information contained in this application to be true and correct and has read the Credit Terms and Conditions and the Standard Terms and Conditions and agrees to abide by both sets of Terms and Conditions. The Applicant warrants that the Applicant is not bankrupt or insolvent at the time of making this agreement and that the person(s) whose signature(s) appear below have the authority to sign this application on behalf of the Applicant.

**2. STATEMENT BY APPLICANT(S) FOR CREDIT ACCOUNT**

Each Applicant must also read the following information before signing in the space provided below.

**2.1 Agreement that PPA may seek consumer credit information [Section 18K(1)(b), Privacy Act 1988]**

If PPA considers it relevant to assessing this Application for commercial credit, the Applicant agrees to the PPA obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant in relation to commercial credit provided by PPA.

**2.2 Exchanging information with other credit providers [Section 18N(1)(b), Privacy Act 1988]**

The Applicant agrees that the PPA obtaining information about the Applicant from other credit providers, whose names the Applicant may have provided to the PPA or that may be named in a credit report, for the purpose of assessing this application for commercial credit made to PPA.

**2.3 Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit [Section 18K(1)(h) Privacy Act 1988]**

The Applicant agrees that the PPA may obtain a consumer credit report about the Applicant from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Applicant.

DETAILS			
<b>Anticipated Monthly Credit</b>			
TRADE REFERENCES			
Name	Email address	Phone	
<p>I/We hereby request that you open an account in My/Our name to operate for all charges which may be charged for services and/or goods supplied by the Pilbara Ports Authority to Me/Us. I/We hereby warrants that the said information contained in this application to be true and correct in every particular. I/We have read the Conditions of Account which are attached and hereby agree to abide by those conditions. I/We hereby warrants that I/We the customer are not Bankrupt or Insolvent at the time of making this agreement. I/We the person/s whose signature/s appear below making this application have the approved authority to do so on behalf of the Directors/Partners/Owners as stated in this application.</p>			
Signature		Position	
Name		Date	

DETAILS			
Signature		Position	
Name		Date	

**3. EXECUTION OF APPLICATION FOR CREDIT ACCOUNT**

EXECUTION OF APPLICATION FOR CREDIT ACCOUNT			
Directors, Company Secretary, Authorised Officer (in accordance with Section 127 of the Corporations Act 2001), Partners, Sole Trader or Individual			
Signature		Position	
Name		Date	
Signature		Position	
Name		Date	

**4. FOR OFFICE USE ONLY**

FOR OFFICE USE ONLY			
Comments			
Application Status:	Approved / Rejected (please circle)	Date	
Name		Position	
Signature			

**5. DOCUMENT OWNER**

The Finance Manager is responsible for this form.