**P:** 08 8416 8000
**W:** apdparcel.com.au
**A:** 17 Oxenham St, Dudley Park 5008
**ABN:** 75 107 354 683

# CREDIT APPLICATION

| | |
|---|---|
| **Applicant's Name**<br><br>Company \| Partnership \| Sole Proprietor \| Incorporated Association (please circle) | |
| **ABN** | |
| **Postal Address**<br><br>All invoices, statements, correspondence will be sent to this address | |
| **Physical Address** | |
| **Pick Up and Delivery Address**<br><br>If different to physical address | |
| **Contact Person** | |
| **Phone** | **Mobile** |
| **Email** | **Accounts Email** |
| **Pick Up and Delivery Contact Person** | |
| **Phone** | **Mobile** |
| **Email** | |
| **Full Name, Private Address and Phone Number of Directors / Partners / Sole Trader**<br>**1.** | |
| **2.** | |
| **3.** | |
| **Nature of Business** | **No. of Staff** |
| **Parent Company**<br>(if applicable) | **Amount of Credit Facility Required $**<br>(monthly) |
| **Trade References** (minimum of 3 required)<br>**1.** | Phone |
| **2.** | Phone |
| **3.** | Phone |
| **I/We acknowledge and accept the 'Terms and Conditions of Trade and Carriage' provided on the reverse of this form and agree to abide by the terms and conditions.**<br>**I/We certify the information given by me/us is true and correct.** | |
| Signature of Applicant<br>or Authorised Representative | **Date** |
| **Full name** | **Position** |
| **Witness' Signature** | **Witness' Name** |
| **Please note** APD Parcel Delivery charges a $4.40 (incl GST) monthly administration fee on freight services, and $4.40 for each month an account is not paid within agreed terms. | |

Current from 30 September 2026

ABN: 75 107 354 683

# APD PARCEL DELIVERY

## Terms and Conditions of Trade and Carriage

Current from 30 September 2026

**The following terms and conditions shall apply to each agreement for the supply of any Services:**

## 1. Definitions

a. "Company" shall mean APD Parcel Delivery Pty Ltd ABN 75 107 354 683.
b. "Customer" shall mean the individual or other entity named on any quotation, invoice, purchase order, or any other documentation produced in relation to an agreement for the supply of Services, who gives instructions to the Company to perform the Services.
c. "Receiver" shall mean the individual or other entity nominated by the Customer that will take final delivery of the Goods.
d. "Goods" shall mean any Goods supplied by the Customer for the purpose of carriage, and includes any container, pallet, tank, or any other packaging whatsoever that contains, holds, or supports the Goods.
e. "Price" shall mean the cost of the Services as agreed between the Company and the Customer subject to clause 5 hereof.
f. "Services" shall mean all Services supplied by the Company to the Customer as outlined in clause 4 here of, and includes any other Services described on any quotation, invoice, purchase order, or any other docu ment including any recommendations or advice.
g. "Subcontractor" shall mean any person or company engaged by APD Parcel Delivery Pty Ltd to perform any or all of the Services, and includes any agent, officer, employee, or contractor of that person or company.

## 2. Jurisdiction

a. All transactions shall be governed by and construed in accordance with the laws of the State of South Australia.
b. The Customer submits to the jurisdiction of the Courts of the State of South Australia.

## 3. Offer and Acceptance

a. Any requests from the Customer to the Company for the supply of Services however made shall constitute acceptance of the terms and conditions contained herein.
b. Where more than one Customer enters into an agreement with the Seller for the supply of Goods or Ser vices, all Customers shall be jointly and severally liable for all payments of the Price.
c. These terms become binding upon acceptance, and may thereafter only be altered or revoked with the written consent of the Seller.
d. Any changes to the Customer's details, including name, address, telephone, email, or any changes in ownership structure of the Customer requires written notice of (10) days.
e. The Customer hereby indemnifies the Company against any loss or damage that may result from the Customer failing to give notice as outlined in clause 3 (d) hereof.

## 4. Services

Services shall mean all Services supplied by the Company to the Customer including, but not limited to the storage, carriage, loading, unloading, warehousing, packing, unpacking, assembling, dismantling, detaching, and installing of the Goods, hiring of tanks or other containers, arranging necessary permits or authorities, liaising with third parties, and delivering Goods to the Subcontractor.

## 5. Price

a. For parcel delivery services the price will be determined as per the price list supplied by the Company from time to time.
b. Perishable items, animals, and plants will only be accepted for carriage by prior arrangement and negotiated fees.

c. For parcel services, one (1) ticket, or freight charge will be incurred for each parcel, which may not exceed the following dimensions;

Weight 25 Kilograms
Size 0.10 Cubic Metres
Length 2.0 Metres
Maximum weight carried in a vehicle for parcel services is 30.0kg, maximum weight for lengths carried on racks is 15.0kg. Maximum length is 6.0 Metres.

d. All prices are subject to change without notice and it is the responsibility of the Customer to ensure that they have current pricing information.
e. GST provisions will apply to all Services supplied by the Company.

## 6. Delivery

a. The Customer shall be responsible for making any necessary arrangements to take delivery of the Goods and supplying the correct delivery address and time.
b. Delivery of the Goods to any third party nominated by the Customer (including carriers) is deemed to be delivery to the Receiver.
c. The failure by the Company to deliver does not entitle either party to treat this Contract as being cancelled.
d. If for any reason the Company is unable to obtain a signature upon delivery of the Goods, the Company may place the Goods into storage, or return the Goods to their place of origin.
e. Any additional expense incurred as a result of the Company acting in accordance with clause 6 (d) hereof, including insurance, will be charged to the Customer, and will be due for payment in addition to the original agreed price.
f. Where the Customer has provided instructions for delivery to be made at an unattended site, the provisions contained in clause 9 (a) hereof shall apply.

## 7. Payment

a. Where no payment terms are agreed in writing, payment will be due upon delivery of the Goods.
b. In the event that the Customer has been granted a credit account, payment will be due seven (7) days from the date of the invoice / statement.
c. The Company reserves the right to withhold provision of Services until payment in full has been received from the Customer.
d. Payment will be made by cash, cheque or any other method as may be agreed between the Customer and the Company.
e. The Company charges a monthly account administration fee of $4.40 incl GST.

## 8. Cancellation

a. The Company may cancel its obligations under the terms of this agreement before the provision of Services at any time by giving notice either verbal, or in writing.
b. The Company shall not be liable for any loss or damage, either directly or indirectly arising from the Company exercising its rights as outlined in clause 8 (a) hereof.
c. In the event that the Customer cancels the provision of Services, the Customer shall be liable for any costs incurred by the Company up to the time of cancellation.

## 9. Risk / Insurance

a. All risk passes to the Customer upon delivery.
b. The Company is not a common carrier and enters into this agreement based only on the Terms of Carriage stated herein. The Company reserves the right to refuse the provision of Services at its sole discretion.
c. Unless otherwise agreed in writing, the Company does not insure the Goods during transit, and it is the responsibility of the Customer to arrange and pay for any insurance for the Goods before, during, and after transit.

## 10. Privacy Act

a. The Customer agrees that the Company may obtain information about the Customer from a Credit Reporting Agency, or other references named in the Application for Credit Account, or named in a Credit Report issued by a Credit Reporting Agency for the following purposes:
    - To assess an application by Customer;
    - To notify other credit providers of a default by the Customer;
    - 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
    - To assess the credit worthiness of the Customer.

b. The Customer hereby gives consent to the Company obtaining a personal credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).

c. The Customer agrees that any information provided may be kept on file by the Company and used in future for the purposes of:
    - Provision of Services
    - Marketing of Services by the Company, its agents, distributors, or contractors.
    - Assessing the credit worthiness of the Customer in relation to extending further credit.
    - Processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer.
    - Collection of amounts outstanding in the Customer's account in relation to the Services.
    - any other purposes as shall be agreed between the Customer and Company or required by law from time to time

d. The Company may give information about the Customer to a credit reporting agency for the following purposes:
    - To obtain a credit report about the Customer; and or
    - Allow the credit reporting agency to create or maintain a credit information file containing information about the Customer including defaults.

## 11. Cut-off date for Claims

a. The Customer is to arrange an inspection of the Goods upon delivery and notify the Company of any alleged defect, damage, or failure to comply with the contract or quotation within forty eight (48) business hours of delivery.
b. The Company will be given the opportunity to rectify any discrepancies within a reasonable time following delivery if the Customer believes the Services have not fulfilled the agreement.
c. If the Customer fails to notify the Company within this timeframe, it shall be presumed that the Company has fulfilled all of its obligations under this agreement.
d. The Company may (at its sole discretion) issue a credit but this may incur an administration fee of 20% of the value of the Services.

## 12. Customers Disclaimer

The Customer hereby warrants that:-

a. The Goods are in a condition suitable for transport, and have been properly packaged for that purpose;
b. Any other party with any interest in the Goods whatsoever has given their consent for the Customer to enter into this agreement;
c. The carriage of the Goods is not prohibited or restricted under or by virtue of any statute, regulation, by-law, officer or authority;
d. All Goods are correctly addressed;
e. Any Goods of a mechanical nature which may require operation by the Company or a subcontractor during the course of supplying our Services are in sound working order;
f. An accurate description of the Goods has been supplied either verbally or in writing; and
g. Any Goods which are deemed by the Company to be, or may become dangerous, explosive, hazardous, or harmful to any person or property in any way whatsoever are able to be disposed of, destroyed, or rendered harmless by the Company at the expense of the Customer, without affecting the Customer's obligation to pay for the Services of the Company.

## 13. Default

a. The Customer hereby agrees that if the Customer should:-
    - As an individual, commit an act of bankruptcy; or
    - As a company, pass a resolution for winding up or have a summons to wind up issued against it; or
    - Become subject to any form of external administration; or
    - Enter into an arrangement regarding outstanding payment with any of its creditors; or
    - Allow any invoice to remain in arrears for a period of over seven (7) days;
    - all monies currently owed to the Company shall become due and payable immediately, and the Company reserves the right to terminate the supply of Services to the Customer.
b. Should the Customer fail to pay any invoice when due, the Customer will be responsible for any additional costs associated with recovery of all outstanding amounts, including but not limited to the costs of a solicitor, and any cost incurred by the Company to its nominated collection agency.
c. The Customer shall be liable for any cheque dishonour fees incurred by the Company as a result of the Customer's cheque being dishonoured.
d. Interest on overdue accounts may be charged at a rate not exceeding the prevailing bank overdraft rate and the Customer expressly undertakes to pay all such interest.

e. Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company exercised its rights under this clause.

## 14. Charges and General Lien

a. All Goods tendered for the purpose of Carriage are subject to a general lien for any monies owed to the Company for the provision of any Services.
b. Should the Company remain unpaid for a period of sixty (60) days after the due date for payment, and the Company has made a demand for payment either verbal or in writing, and the Company is still in possession of the Goods, the Company shall give the Customer twenty eight (28) days notice in writing of its intention to sell the Goods.
c. At the expiration of twenty eight (28) days after notice has been given in accordance with clause 14(b) hereof, the Company reserves the right to open any container, and sell any of the Customer's Goods in its possession via public auction or private sale, and apply the funds of the sale to satisfy any outstanding amounts due to the Company. Should the proceeds of such sale exceed the amount due to the Company, the Company shall hold any excess monies on account of the Customer.
d. The Customer hereby charges in favor of the Company all its estate and interest in any land and in any other assets, whether tangible or intangible, in which it now has any legal or beneficial interest or in which it later acquires any such interest, with payment of all monies owed by the Customer, and consents to the lodging by the Company of a caveat or caveats which note its interest in that real property.

## 15. Limitation of Liability

Without prejudice to The Commonwealth Trade Practices Act 1974 and relevant Fair Trading Acts;

a. The Company will not be liable for any direct, indirect, consequential, special, or any other loss or damage to the Customer, or any of the Customer's related companies, employees, agents or contractors arising as a result of a failure by the Company to deliver the Goods in part, or at all.
b. The liability of the Company to the Customer for any reason related to the performance of the Services under this agreement shall be limited to the amount paid or payable by the Customer to the Company for such services.
c. For any Services that the Company agrees the Customer may dispute, the Company's liability is limited to:-
    - Performing the services again at the cost of the Company; or
    - Arranging for the Services to be performed again by a third party at the Company's expense.

## 16. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

The warranties, conditions, rights and remedies of the Customer as outlined in the Commonwealth Trade Practices Act 1974 and the relevant Fair Trading Act of South Australia are not intended to be compromised as a result of anything contained in these terms and conditions, except to the degree permitted by those Acts.

## 17. General Terms

a. The Company assumes no responsibility for changes in the laws of South Australia which may affect the supply of Services under this agreement.
b. The Company may sub-contract part or all of its obligations under this agreement without the Customer's consent.
c. The Company reserves the right to review these terms and conditions at any time, and if any changes are deemed necessary, the Customer will be advised of such changes upon them being made and they shall thereupon immediately become binding upon the Customer.
d. Neither the Company nor the Customer shall be liable for any breach of any provisions of any contract arising from an act of God, natural disaster, terrorism, war, or any other occurrence beyond the control of either.
e. If any Terms or Conditions contained in this document are found to be unenforceable for reasons of invalidity or illegality, the remaining provisions shall not be affected in any way whatsoever.
f. You must not hire, or solicit, interfere with or endeavour to entice away, any of our drivers until 6 months after the termination of their engagement with us. If you breach this clause, $10,000 represents fair and reasonable compensation to us for our loss and damage sustained as a result of the breach.