



# Business FOGO Application Form

## APPLICANT DETAILS

Business name

Contact name

Service address

  

Number of bins/services required

Contact phone number

Signature

Name of Signatory

Insert Date

Please return your completed form and credit application to:

 By post

**Mid-Western Regional Council**  
PO Box 156  
MUDGEE NSW 2850

 By email

council@midwestern.nsw.gov.au

 In person

88 Market Street, Mudgee  
109 Herbert Street, Gulgong  
77 Louee Street, Rylstone

Food and Garden Organic Bin  
**FOR BUSINESSES**





CONFIDENTIAL - APPLICATION FOR CREDIT

Details of Applicant: Full name of Individual or Business

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Residential Address / Registered Office: (Not a PO Box) .....

.....

Postal Address: .....

Phone No.: ..... Mobile Phone No: .....

Email: .....

Which Council facility or service is to be used? .....

ESTIMATED MONTHLY CREDIT LIMIT REQUIRED \$ .....

Complete for Individual Applicants Only

Employer's Name: .....

Employer's Phone No.: ..... Occupation: .....

Complete for Business Applicants Only

Trading Name: .....

Type of Business: ..... Year Commenced: .....

ABN: ..... ACN: .....

Type of Entity (Tick One): Company Partnership Sole Trader Government Department Trustee Co

Details of all the Directors/Partners/Trustee details: (Please attach a separate page if insufficient space)

Name Residential Address Date of Birth

.....

.....

.....

Complete the following if the application for credit relates to services provided at the Mudgee Waste Facility

Vehicle Registration: ..... Vehicle Tare: .....

Vehicle Type & Configuration: .....

OFFICE USE ONLY

Credit Check Complete:  Credit Authorised: ..... Date: ..... A/C No: .....

Comments: ..... Approved Credit Limit: .....

## TERMS AND CONDITIONS

### Relevant Legislation and Related Policies

- Local Government Act 1993
- Local Government (General) Regulation 2005
- Credit Policy
- Debt Recovery Policy
- Hardship Provision Policy

If all or part of the information requested above is not provided, the Council may not be able to consider any Application or to provide credit facilities. Credit may be refused where an evaluation of an application is deemed to be unsatisfactory.

All accounts are issued monthly, and are required to be paid in full and with no deduction or set-off, no more than 30 days from the date of invoice (the 'due date').

Accounts become overdue immediately following the due date. Where one account becomes overdue, all outstanding invoices become immediately due and payable.

The Applicant agrees with the Council to pay Interest on any overdue account at the rate set by Council in accordance with Section 566 of the Local Government Act, 1993.

The Applicant agrees to pay to the Council all costs and expenses incurred by the Council or which will be incurred by the Council in respect of any action for recovery of overdue accounts including legal costs and all other fees of other parties acting for the Council in respect of the recovery of the debt.

An arrangement for the payment of an overdue account may be made with Council at any time. A suitable arrangement is one by which the total debt is cleared within 90 days of the original due date of the invoice(s) in question.

The Council reserves the right to deny access to Council facilities or suspend services or suspend credit terms to Applicants with overdue accounts or who fail to honour payment arrangements.

Money paid in respect of overdue accounts will be applied towards payment of those accounts in order in which they become due.

The procedure for the collection of overdue accounts due to Council will follow those procedures outlined in Steps 1-5 of the Rates section of the *Debt Recovery Policy* and *Other Debt Collection Considerations* of the *Debt Recovery Policy*.

Access to Council facilities may be allowed and services may be provided, and credit may be extended, where Applicants with suspended accounts repay the amount outstanding in full and subject to a further analysis of the credit that may be provided.

### Privacy

The Council is committed to protecting your privacy. The personal information that Council is collecting from you is personal information for the purposes of the *Privacy and Personal Information Protection Act 1998*. The intended recipients of the personal information are Officers within Council.

The Council keeps this personal information to change and update records and for assessing Applications for Commercial Credit, managing accounts and, if necessary collecting debts. This information may be disclosed, whether or not an account is overdue, to the Council's risk insurers, debt collectors and its legal representatives.

You may make application for access or amendment to information held by Council. You may also make a request that Council suppress your personal information from a public register. Council will consider any such application in accordance with the Act. Enquiries concerning the Privacy Policy can be addressed to the General Manager, PO Box 156, Mudgee NSW 2850.

**I/We acknowledge and give consent** that the Council may make enquiries as to the credit and financial status of me or any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Council reasonably sees fit from time to time, for purposes including but not limited to;

- i. Passing the information on to a credit reporting agency;
- ii. Passing the information on to a debt collector or legal services provider;
- iii. Obtaining further personal information, including consumer and/or commercial credit information, relating to me or any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the *Privacy and Personal Information Protection Act 1998*.

I/We have read and understood this document. I/We have been advised, and given the opportunity, to seek independent legal advice on the contents of this document.

I/We hereby apply for a credit and warrant by signature/s below that the information furnished by me/us in support is true and correct. Should my/our application be successful, I/we agree to be bound by the above terms and conditions that I/we have read and understood.

In the event that the Applicant is an incorporated entity, the person/s signing this agreement warrants that they are authorised to sign on behalf of the Applicant and to bind the Applicant in contract.

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for:

- Business purposes; or
- Investment purposes other than investment in residential property.

<b>IMPORTANT</b>
You should only sign this declaration if this loan is wholly or predominantly for: <ul style="list-style-type: none"><li>• Business purposes; or</li><li>• Investment purposes other than investment in residential property.</li></ul>
By signing this declaration you may <b>lose</b> your protection under the National Credit Code

Title	Title
Name ( <i>Please print</i> )	Name ( <i>Please print</i> )
Signature	Signature
Date	Date