



# WoolPlus Facility Application Form

## APPLICANT'S DETAILS

Trading type: Sole Trader  Partnership  Private Company  Public Company  Other   
Deed of Guarantee required

Legal Entity

Trading as

ABN  ACN

GST Status: Registered for GST  Not Registered, with ABN  \*the applicant must notify Elders if its GST status changes.  
Hobby Farmer Status  Not Registered, no ABN

If Applicant is a Partnership, is there Partnership Agreement? No  Yes  Please supply a copy of the Partnership Agreement  
If Applicant is a Trust, please supply a copy of the trust deed.

Trustee

ACN

### APPLICANT VERIFICATION:

This is a finance product and in accordance with AML/CTF legislation, the entity and the beneficial owner's identity may need verification. Elders will be in contact, if required.

## REQUESTED ADVANCE

Advance Amount \$

Due date to repay Advance  Maximum term of 6 months

Advance to be paid by: Cheque  EFT

Please nominate Bank account details for Proceeds to be electronically deposited to:

Bank  BSB No.  A/c No.

## WOOL INFORMATION

Will any financier have a security over the wool in question? Yes  No

Sheep Shorn (hd)  Expected bales (qty)  Wool Brand

Estimated Shearing Date  Wool Warehouse Centre

## FINANCIAL INFORMATION

For requests:

- over \$250,000, please provide copies of latest financial statements
- from new clients, please provide copies of latest financial statements and a Commercial Credit Account Application form
- of \$250,000 or below, please complete the table below:

Liabilities			Assets		
Details	Name of financier	Amount owing	Details	Location	Estimated value
Mortgage 1		\$	Property (House/Land)		\$
Mortgage 2		\$	Livestock – Sheep	hd.	\$
Lease/HP 1		\$	Livestock – Other	hd.	\$
Lease/HP 2		\$	Vehicles		\$
Other		\$	Crop		\$
	<b>Total Liabilities</b>	\$	<b>Other assets</b> (Specify)		\$
<b>Assets – Liabilities – EQUITY</b>			<b>Total Assets</b>		



## TERMS AND CONDITIONS

The Applicant applies to receive an advance of funds using the wool describe in the Application Form as security (a WoolPlus Facility) from Elders Rural Services Australia Limited (Elders). Elders is prepared to assess that application, and if approved, to provide the Applicant with the Advance Amount requested on the Application Form on the terms and conditions set out below (Terms).

1. The Applicant must immediately on completion of shearing the wool subject to the WoolPlus Facility (the Wool Clip) consign to Elders at the wool centre indicated on the Application Form.
2. The Applicant must immediately notify Elders when shearing of the Wool Clip occurs.
3. The Applicant acknowledges and agrees that Elders may deduct the sum of the Advance Amount and all interest accrued thereon from the first available proceeds of the sale(s) of the Wool Clip.
4. Interest will be charged at a rate of 12% per annum from the date the Advance Amount is paid to the Applicant until the Advance Amount and all accrued interest is repaid to Elders.
5. Elders may set off against any monies that Elders owes to the Applicant any monies that the Applicant owes to Elders.
6. These Terms form a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA). The Applicant must do such things as Elders may require from time to time to ensure that any security interest of Elders is perfected under the PPSA for whatever period that Elders, in its sole discretion, determines. The Applicant must reimburse and indemnify Elders for all expenses incurred by Elders in registering its security interest on the PPSA register.
7. The Applicant must keep Elders fully informed of all relevant information regarding the Applicant, including providing not less than 14 days' notice in writing of any proposed change in name or contact details. The Applicant must immediately notify Elders of any material changes in the Applicant's business activities.
8. Nothing in sections 125, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA and Part 4.3 (other than Division 6 of Part 4.3) of the PPSA shall apply to this agreement, or the security under this agreement. To the extent permitted by the PPSA, the Applicant waives its rights in respect of this agreement, or the security under this agreement, to receive any notice or statement under the following sections of the PPSA: 95 (notice of removal of an accession); 118 (notice of decision to enforce security interest under land law); 121(4) (enforcement of liquid assets – notice to grantor); 123 (notice of seizure of collateral); 130 (notice of disposal of collateral); 132(3)(d) (statement of account following a disposal showing the amounts paid to other secured parties); 132(4) (statement of account if there is no disposal); 135 (notice of retention of collateral); 157 (notice in relation to registration events); all sections in Part 4.3 (other than those in Division 6 of Part 4.3).
9. Elders and the Applicant must not disclose information of the kind referred to in section 275(1) of the PPSA (except where required under section 275(7) of the PPSA) and must not authorize the disclosure of such information at any time. Elders may use any personal information of the Applicant to register and enforce any security interest of Elders under the PPSA.
10. In these Terms, an "event of default" occurs when: (a) the Applicant fails to consign wool as required by these Terms; (b) the Applicant breaches any other provision of these Terms; (c) the Applicant becomes bankrupt, insolvent (within the meaning of the Corporations Act 2001 (Cth)) or under administration, or if any step is taken to instigate any such event; or (d) distress, attachment or other execution is levied or enforced over any of the Applicant's property.
11. If an event of default occurs: (a) all monies due (actually or contingently) by the Applicant become immediately due and payable; (b) interest (at Elders' prevailing rate at that time) will be charged (calculated on a daily basis and debited monthly in arrears to the account) on the overdue amount from and including the date of the relevant transaction to but excluding the date of payment; (c) the Applicant must on demand pay to Elders all costs and expenses incurred by it as a result of the event of default, including all legal costs on a full indemnity basis and fees or commissions payable by Elders to any collections agency; and (d) the Applicant must on demand grant to Elders any mortgage or other security over any of the Applicant's property real or personal which Elders requires and such security shall be in a form acceptable to Elders.
12. Elders does not exclude or limit the application of any provision of any applicable legislation or other regulation (including the Competition and Consumer Act 2010 (Cth)) where to do so would contravene that legislation or regulation or cause any part of these Terms to be void. Nothing in these Terms is to be interpreted as doing so.
13. A certificate signed by an employee of Elders stating an amount owing to Elders at a particular date, or as to any other matter or thing, is conclusive evidence against the Applicant unless proved incorrect.
14. These terms are governed by the laws of South Australia, and any court within the Commonwealth of Australia in which Elders commences proceedings has non-exclusive jurisdiction to entertain any claims Elders or the Applicant may have against each other in connection with the provision of goods or services in accordance with these Terms.
15. If the Applicant is trustee of any trust, the Applicant is liable to Elders in the Applicant's capacity as trustee of that trust (and personally) and the Applicant warrants that it is entitled to be indemnified out of the assets of that trust in connection with any liability it has to Elders.
16. If any provision of these Terms is found to be invalid or unenforceable (whether in respect of a party or generally), it will be severed from these Terms and the Terms will otherwise continue in force.
17. A party's failure or delay to exercise a power or right is not a waiver of that right, and the exercise of a power or right does not preclude the future exercise of that or any other power or right. A waiver of a power or right must be in writing and signed by the party giving the waiver.
18. Information collected in connection with this application will be handled in accordance with Elders Limited's Privacy Policy (Privacy Policy). The Privacy Policy explains how Elders, its wholly-owned subsidiaries and certain other entities will comply with the Australian Privacy Principles set out in Schedule 1 of the Privacy Act 1988 (Cth) and the purposes for which Elders may use the Applicant's personal information.



19. By signing below the Applicant:

- (a) acknowledges that the WoolPlus Facility with Elders will benefit the Applicant in the conduct of the Applicant's business;
- (b) acknowledges that the Applicant has read and understood the Terms;
- (c) acknowledges that the Terms are reasonably necessary for Elders to provide a WoolPlus Facility to the Applicant and to protect Elders' legitimate interests (for example, by allowing Elders to manage the risk of the Applicant failing to pay any monies the Applicant owes to Elders);
- (d) represents and warrants to Elders that all information in this application is true, complete and correct;
- (e) declares that the WoolPlus Facility is to be used wholly or predominantly for business purposes or investment purposes (other than investment in residential property or the maintenance, renovation or improvement, thereof); and
- (f) acknowledges that it may lose its protection under the National Credit Code.

EXECUTED BY:

Sole Trader or Partnership

Company

In accordance with section 127(1) of the Corporations Act

*And if only one person has signed, that person states that he/she signed as the sole director and sole company secretary of the company*

**Signature 1**

Date: / /

Full Name

**Signature 2**

Date: / /

Full Name

**Signature 3**

Date: / /

Full Name

**Signature 4**

Date: / /

Full Name



## NETWORK USE ONLY

### APPLICANT VERIFICATION:

Is Verification Required? Yes  No

- Valid Driver's Licence (with photo)
- Australia Passport
- Proof of Age card issued by State or Territory

or

- Birth Certificate issued by State or Territory
  - Australian Citizenship certificate
  - Concession card
- and
- ATO notice (issued within the last 12 months)
  - Local government body or utilities notice (issued within the last 3 months)
  - Commonwealth, State or Territory financial benefits notice (issued within the last 12 months)

If the applicant is a Trust, a full copy of the trust deed

Cost Centre  Amount

Trading Account this Advance is to be linked to:

Future value (per bale) of the clip as assessed by DWM \$  / bale

#### Recommended by:

##### Branch Manager

Signature

Date

Full Name

##### District Wool Managers (DWM)

Signature

Date

Full Name

##### Zone General Manager (if required)

Signature

Date

Full Name

## CREDIT OFFICE USE ONLY

### Application Checklist

- Check for previous account conduct
- PPSR Check
- NLIS Reg.
- Trading Structure and Legal Entity details confirmed
- Assess Financial Information
- Verification Doc's

Max. Advance Value   
at 50% of DWM bale estimate

#### Bales Sold

Amount Approved

This Year	Last Year	Bales in Store
<input type="text"/>	<input type="text"/>	<input type="text"/>

#### Credit Officer

Signature

Full Name

Date

#### Regional Credit Manager (if required)

Signature

Full Name

Date