

Application For Credit



kotjes Pty Ltd atf
 the jac family trust
 abn 53 200 724 230
 trading as 'smd'
 orders@smd.com.au
 accounts@smd.com.au
 www.smd.com.au
 kitchen & catering
 shop 1b02 ramsay lane
 550 bourke street
 melbourne 3000
 phone 03 9629 6211
 fax 03 9629 6322
 head office, accounts & retail
 542 it bourke st
 melbourne 3000
 phone 03 9642 8600
 fax 03 9642 8633
 retail: shop 5a
 custom house lane
 rear 15 william street
 melbourne 3000
 phone 03 9078 9351

A. Customer Details:

If Customer is a company please provide

1.	Full Company name:	
2.	Registered Office Address:	
3.	ABN No:	ACN No.:

B. If a partnership or sole trader, please provide Full names and private addresses of ALL partners

1.	Name:	Tel No.
	Address:	
2.	Name:	Tel No.
	Address:	
3.	Name:	Tel No.
	Address:	

C. Trading Details:

1.	*Trading/Business Name:	
2.	*Business Address:	
3.	*Tel No.:	Fax No.
4.	E-mail Address:	
5.	*Accounts Contact name:	
6.	*Accounts Tel No.:	*Accounts E-mail:

D. Trade References:		
1.	Name:	Tel No.
	Address:	
2.	Name:	Tel No.
	Address:	



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E. Credit limit \$1000
*please contact us if more than \$1000 credit is required

Credit Application Conditions

1. The customer acknowledges that it has received, read and understood the trading terms attached (" the trading terms") and requests SMXL to supply goods requested by the customer upon and subject to the trading terms.
2. The customer authorizes SMXL to make all necessary enquiries of each of the referees for the purpose of assessing this application and the customer undertakes that it will authorize the referees to provide such information and documentation as SMXL may require.
3. The customer undertakes to provide to SMXL such further details, documents or information concerning the customer, as SMXL may reasonably require for the purpose of assessing this application. The customer acknowledges, declares and warrants that all statements made and information contained in this application and to be supplied is true and correct in every particular.
4. The customer agrees, acknowledges and declares is bound by the provisions of this credit application form and to the attached trading terms.
5. The signatory to this application confirms that he or she has read and understood the provisions of this credit application form and the attached trading terms.
6. The signatory to this application confirms that he or she is authorized to do so on behalf of the customer and will also be personally liable for all of the debts owing to SMXL.

Dated: ___/___/___

Full Name: _____

Signature: _____

Position: _____

Terms Of Trade:



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A. ORDERS

1.	All orders for the supply of goods by SMXL to the customer must be placed by the customer with SMXL in writing, by telephone, fax or email.
2.	SMXL is not under any circumstances obliged to accept or comply with any order.
3.	SMXL is not obliged to supply any goods not normally stocked by SMXL or goods which SMXL has run out of stock.
4.	Where the customer is in repeated breach of the trading terms SMXL reserves the right to either close the account of the customer or not accept any order or further orders for the supply of goods.
5.	<p>If the customer refuses to accept delivery of the goods then: The risk in the goods passes to the customer from the time of such refusal; and</p> <p>SMXL will be entitled to payment for the goods as if they were delivered and in addition to any of its rights and remedies(including the right to sell the goods);</p>

B. PERFORMANCES & DELIVERIES

1.	All performance and delivery times quoted by SMXL are quoted in good faith.
2.	SMXL is not to be held liable for any delay in delivery or performance of goods.
3.	Unless otherwise agreed by SMXL the customer is responsible for all delivery charges.
4.	<p>If the customer refuses to accept the delivery of the goods then: The risk in the goods passes to the customer from the time of such refusal; SMXL will be entitled to payment for the goods as if they were delivered and in addition to any of its rights and remedies (including the right to sell the goods); SMXL may arrange to store the goods at customer's expense.</p>

C. PAYMENT

1.	If the customer does not have the credit facility with SMXL, payment for all orders must be made (and cleared if paying by cheque) prior to delivery of goods.
2.	If the customer has the credit facility with SMXL, the customer must pay each invoice within 14 days of the customer's receipt of such invoice.
3.	SMXL is entitled to payment of and to recover from the customer interest at the rate of 1.5% per calendar month on any part of the price that remains unpaid by the customer to SMXL for more than 14 days after the customer has received the invoice. Such interest accrues daily so much of the price as may remain outstanding and unpaid from time to time.
4.	A Packing slip/Delivery note will accompany each order/delivery; and a Tax invoice will be emailed to you or your nominated billing address, at the nominated time of delivery
5.	SMXL accepts payment by EFT, COD, Cheque or EFTPOS(credit card). Payment by EFTPOS requires the full invoice to be prepaid at the time of ordering (which does not apply to Approved Account holders with SMXL)
6.	All events over \$1500 require a 50% deposit of total estimated event costs to confirm your booking, with the balance due 14 days following the event. The deposit must be paid at least 10 days prior to event date; unless otherwise stipulated/agreed.
7.	SMXL reserves the right to apply any additional event charges to the final invoice which may include extra menu and beverage items, breakages, additional equipment costs, additional guests numbers or additional staff hours worked.

8.	A Tax invoice is supplied at the time of delivery via email (or when deposit is required). A statement will be sent fortnightly to the email address of your choice.
9.	SMXL will request a contact name or purchase order for every order. It is your responsibility to notify SMXL immediately if you believe your account is being fraudulently used.



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D. PAYMENT METHODS	
EFT	Account name: KOTJAS PTY LTD T/A SMXL BSB: 083 376 Account number: 17260 7765
EFTPOS	Visa, Mastercards & AMEX
CHEQUES	Made payable to KOTJAS PTY LTD T/A SMXL and posted to 542 Little Bourke street, Melbourne, VIC 3000.
Remittance Advice for the payment made must be faxed to 03 9642 8633 or email: accounts@smxl.com.au	

E. ORDER DEADLINES
You can place your orders via phone (03 9629 6311), Email (orders@smxl.com.au) or online (www.smxl.com.au/m.asp).
So we can get your order to you fresh, on-time and to be able to offer you our full menu selection, we have the following order deadlines BREAKFAST 1pm Day Prior MORNING TEA 1pm Day Prior LUNCH 1pm Day Prior AFTERNOON TEA 1pm Day Prior AFTER 5PM (Canapes) 1pm Day Prior (some items may require 48 hours notice)
Our aim is to accommodate and service our clients as best we can, however there may be instances where you may have missed our Order Deadlines; so we need to charge a \$10.00 or 10% "Late, Order Fee" whichever is greater.

F. MINIMUM ORDERS & DELIVERY FEES
Delivery is free for all orders of \$50.00 or more within Melbourne CBD.
Where an order is under \$50.00 a \$10.00 CBD delivery surcharge applies.
New delivery charges from 01/07/08 for deliveries outside the CBD: \$20 (1-5KM from CBD) \$30 (6-10KM from CBD) \$40 (11-15KM from CBD) \$50 (16-20KM from CBD) \$80 (21-30KM from CBD) \$On Application (31KM+ from CBD)
Ask us about the possibility of Door-to door Couriering, we are always happy to request a quote for you.

G. STAFF

Our professional food and beverage service staff are charged out at a rate of \$45.00 per hour (\$55.00 on weekends or public holidays) with a 4-hour minimum (unless otherwise agreed).

Chefs and Supervisors are charged out at a rate of \$55.00 per hour (\$65.00 on weekends or public holidays) with a 4-hour minimum (unless otherwise agreed).

Our staff dress in black, with a splash of SMXL's colour range.

Please be advised that in the event of cancellations within 72 hours of your function, you may be liable to pay cancellations for staff contracted by SMXL.



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H. DIETARY REQUIREMENTS

We are happy to assist you where possible with any specific dietary requirements that you or your guests may have i.e. vegetarian, vegan, dairy & gluten free etc. Please just let us know when confirming your menu arrangements.

I. CONFIRMATION OF NUMBERS & MENU

- An email of your order represents a confirmation of your order, unless the email states that it is quote. The order will be delivered and prepared as per the details on your email. Please note that your order will arrive within a window of your desired delivery time.

IMPORTANT:-

It is your responsibility to review the details of your order and notify SMXL of any omissions or corrections. Your invoice will reflect the items and prices outlined within this confirmation.

Confirmation of final guest numbers and menu selection are required 72 hours prior to your event. Only increases in attendee numbers will be accepted after this time.

A reduction in guest numbers within 72 hours of the event will incur a 50% charge of the per-head cost for each cancelled guest.

Additional changes such as staffing, guest numbers, equipment, beverage & menu additions or last minute changes will be added to your invoice.

We understand that there can be last minute changes and our team will do everything to accommodate your individual requirements.

J. CANCELLATIONS

Cancellation of a function within 72 hours of the event will incur a charge of 50% of the total invoice amount due or a fee that will be negotiated on an individual basis depending on the circumstances of the cancellation