

# Application for Credit Account

Version 2.0

Dated: 16<sup>th</sup> March 2026

## **Applicant Details (The “Applicant”)**

Legal Name	
Trading Name	
ABN	
Address	

## **Contact Details for Accounts Payable**

Name	
Title	
Email Address	
Phone Number	

## **Director / Proprietor Details**

Person 1

Name	
Title	
Email Address	
Phone Number	

Person 2

Name	
Title	
Email Address	
Phone Number	

## **Trade References (2 Required)**

<b>Company Name</b>	
<b>Contact Name</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Current Credit Limit</b>	

<b>Company Name</b>	
<b>Contact Name</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Current Credit Limit</b>	

## Agreement

I/we declare that I/we are authorised by the Applicant to apply for a credit account with VISITS.

I/we declare that the information in this application is in all respects accurate and truthful as at the date of this declaration. I/we acknowledge that the information provided within this application has been read and understood by me/us.

I/we agree to be bound by the Credit Account Agreement, which is attached to this Application.

### Privacy and Credit Reporting Consent

The Applicant acknowledges and agrees that VISITS may collect, use and disclose personal information and credit information about the Applicant and its representatives in accordance with the *Privacy Act 1988 (Cth)* (including Part IIIA) and VISITS' privacy policy (as updated from time to time).

Without limitation, the Applicant authorises VISITS to:

- a) collect credit information about the Applicant from one or more credit reporting bodies;
- b) disclose credit information about the Applicant to credit reporting bodies and other credit providers for the purposes of assessing this application, managing the Credit Account, enforcing payment obligations, and assessing ongoing creditworthiness;
- c) disclose information about the Applicant's credit arrangements, including information relating to defaults, serious credit infringements, or overdue payments, in accordance with the Privacy Act; and
- d) exchange information with credit providers named in a credit report issued by a credit reporting body.

The Applicant acknowledges that credit information collected or disclosed may include information about the Applicant's credit history, repayment behaviour, and credit eligibility information.

The Applicant acknowledges that it has the right to access and seek correction of its personal information and credit information held by VISITS or a credit reporting body, and that further information about these rights is available in VISITS' privacy policy.

### Business Purpose Warranty

The Applicant warrants that the Credit Account is sought solely for business or commercial purposes and not for personal, domestic or household use. The Applicant acknowledges that VISITS does not provide consumer credit for the purposes of the *National Consumer Credit Protection Act 2009 (Cth)*

.....  
Signature of authorised representative

.....  
Full name (print)

.....  
Position

.....  
Date

# Credit Account Agreement

## 1. Purpose

- a. This Credit Account Agreement (“Agreement”) sets out the terms and conditions relating to the provision of a Credit Account by VISITS to the Applicant.
- b. The supply of Products and Services is subject to the terms and conditions in the Master Customer Agreement.
- c. If there is any inconsistency between this Credit Account Agreement and the Master Customer Agreement, the Master Customer Agreement prevails.

## 2. Definitions

- **Applicant, Customer** and **you** mean the Applicant listed in the Application for Credit Account.
- **Credit Account** means the provision of a Credit Limit and Credit Terms to the Customer.
- **Credit Account Balance** means the (GST inclusive) sum of all invoices for which credit has been provided plus the value of purchased (but not yet delivered or invoiced) Products.
- **Credit Limit** means the maximum credit available to the Customer.
- **Credit Terms** means the number of calendar days following issue of an invoice that an invoice must be paid.
- **Goods, Products** and **Services** have the meaning given in the Master Customer Agreement.
- **VISITS, we, us** and **our** mean VISITS Pty Ltd, ABN: 15089406477 of Level 2, 636 St Kilda Road, Melbourne, VIC 3004

## 3. Credit Account

### 3.1. Issuing and variation to the Credit Account

- a. Subject to approval, the Applicant will be issued with **Credit Terms** and a **Credit Limit** which apply to all purchases of Products and Services.
- b. VISITS reserves the absolute right to refuse, withdraw or vary the Applicant’s Credit Account at any time in the event that the applicant is in breach of these terms and conditions, the Master Customer Agreement or any Statement of Work.

### 3.2. Calculation of Credit Account Balance

- a. The Credit Account Balance is equal to the **sum** of all issued invoices **plus the sum** of all orders placed for Products and Services.

### 3.3. Credit Limit

- a. The **Credit Limit** represents the maximum credit available to the Applicant. Should the Customer’s Credit Account Balance reach the Credit Limit, the supply of new / additional Products or Services may be temporarily halted. To purchase these new / additional Products or Services, the Customer will need to bring their Credit Account Balance below the Credit Limit by paying outstanding invoices (even if not yet due) and/or make a prepayment.

### 3.4. Credit Account not available for all invoices

- a. VISITS may require that some invoices are paid upfront, irrespective of the status of the Credit Account. For example, onboarding fees and upfront professional service fees.
- b. VISITS may require that some invoices are paid by Direct Debit. If an invoice is issued on an earlier date to when the Direct Debit is processed:
  - i. Providing that a Direct Debit for the total value of the invoice is in place, and the Credit Account is otherwise of good standing, the balance of the invoice to be Direct Debited will generally not be added to your Credit Account Balance.
  - ii. In all other cases, or at our sole discretion, the balance of the invoice to be Direct Debited will be added to the Credit Account Balance until the Direct Debit is processed and funds have cleared into our account.

#### **4. Guarantees and Security**

- a. Security in the form of a Director's Guarantee may be required to secure a Credit Account initially, or may be required to maintain a Credit Account.

#### **5. Payment Options**

- a. Payment is not deemed to have been received until funds have cleared into our account.
- b. VISITS accepts payment through EFT, Credit Card or Cheque. Surcharges may apply to payments made by Credit Card.

#### **6. Overdue Accounts and Late Fees**

- a. The handling of overdue accounts and the processing of late fees are outlined in the Master Customer Agreement.
- b. If the customer has not signed a Master Customer Agreement, **acceptance of this Credit Account Agreement** is an agreement by the Customer to the terms and conditions within the Master Customer Agreement.

#### **7. Changes to your Business or Corporate Structure**

- a. You must inform VISITS in writing within seven (7) days of any material change of your business, ownership or corporate structure.

#### **8. Jurisdiction**

- a. This Agreement between VISITS and Customer shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria.

#### **9. Waiver**

- a. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

#### **10. Assignment**

- a. You must not assign any rights or benefits under this Agreement unless you have obtained our prior written consent.

#### **11. Survival**

- a. Rights and obligations which by their nature should survive will survive the termination or expiration of this Agreement.

#### **12. Notifications**

- a. Any written notification provided in relation to this Agreement must be given in accordance with the Notice requirements in the Master Customer Agreement.

# Personal Guarantee and Indemnity

THIS AGREEMENT dated \_\_\_\_\_ day of \_\_\_\_\_

## BETWEEN

Name: VISITS Pty Ltd, ABN 15089406477 (“VISITS”)  
of: Level 2, 636 St Kilda Road, Melbourne VIC 3004  
(the “Creditor”)

## AND

Name (Your Name): \_\_\_\_\_

of: \_\_\_\_\_

Name (Your Name): \_\_\_\_\_

of: \_\_\_\_\_

(the “Guarantor(s)”)

**IN CONSIDERATION** of VISITS, its successors and/or assigns (“the Creditor”) having at my/our request agreed to supply and/or to continue to supply Products and/or Services on Credit, previously provided to, for, or on behalf of:

Name (Company Name): \_\_\_\_\_ ABN: \_\_\_\_\_  
(the “Purchaser”)

I/We (the “Guarantor(s)”) jointly and severally Covenant and Agree with the Creditor its successors and assigns as follows:

1. To guarantee the due and punctual payment by the Purchaser of all and every sum or sums of money and other liability which the Purchaser is now or may hereafter be indebted to on any account or in any manner whatsoever.
2. To indemnify and forever hold harmless the creditor in respect of any failure by the purchaser to pay such sums or discharge such liabilities howsoever arising.
3. That this guarantee hereby granted imposes obligations upon the Guarantor(s) which are of a continuing nature and can only be discharged by payment in full of all monies as provided in Clause 1 hereof and shall not be effected by an error, oversight, indulgence or concession given to the Purchaser by the Creditor or by the liquidation or insolvency of the Purchaser.
4. The Creditor shall be at liberty at any time to release or discharge any Guarantor(s) from his/her/their obligations hereunder, extend time for payment, accept any compositions from or make any other arrangement with any Guarantor without releasing or discharging the other Guarantors or otherwise prejudicing or effecting in any manner whatsoever the rights and remedies of the Creditor against any other Guarantor.
5. In the event of the liquidation of the Purchaser a Guarantor is not entitled to prove in the liquidation in competition with the Creditor to diminish any dividend or payment which but for the Guarantors proof the Creditor would be entitled to receive in the liquidation or to assert any right of subrogation or indemnity in respect of any monies paid by Guarantor or Guarantors to the Creditor hereunder until the Creditor has received full payment of all monies pursuant to Clause 1 hereof.
6. Any payment made to the Creditor by or on behalf of the Purchaser which is subsequently avoided by any statutory requirement shall be deemed not to have discharged the liability of any Guarantor(s) hereunder and in such event the Creditor and the Guarantor(s) shall be restored to the position in which they respectively would have been but for such payment and to the liabilities which they respectively have had if such payment had not been made.
7. So as to better secure the liability of the Guarantors and each of them, the Guarantor(s) HEREBY CHARGE, AS A MORTGAGE, with the payment of the monies pursuant to Clause 1 hereof, all their freehold and leasehold in land which the Guarantors now have or may have acquired during the currency of this guarantee and hereby consent, at the Creditor’s election and without the need for the execution of any further documents or consent from me/us, to the lodgement of a Caveat by or on behalf of the Creditor upon the Certificate or Certificates of Title to any of the land so held by me/us as evidence of this charge over any such Certificate or Certificates of Title in such form as the solicitors for the Creditor may prescribe within fourteen days of being called upon to do so.

8. A certificate signed by any Director, Secretary, Manager or Solicitors of the Creditor as to any sum payable to the Creditor pursuant to Clause 1 hereof shall be conclusive evidence and proof of the indebtedness of Purchaser at the date of such certificate.
9. Each Guarantor acknowledges and agrees that:
  - a. they enter into this Guarantee and Indemnity in their personal capacity;
  - b. they have read and understood the nature and effect of this Guarantee and Indemnity;
  - c. they have had the opportunity to obtain independent legal advice before executing this Guarantee and Indemnity; and
  - d. they are not relying on any representation by VISITS other than those expressly set out in this document.
10. Each Guarantor acknowledges and agrees that:
  - a. they enter into this Guarantee and Indemnity in their personal capacity;
  - b. they have read and understood the nature and effect of this Guarantee and Indemnity;
  - c. they have had the opportunity to obtain independent legal advice before executing this Guarantee and Indemnity; and
  - d. they are not relying on any representation by VISITS other than those expressly set out in this document.

**Guarantor’s Agreement (Section 18K (1) (c) Privacy Act 1988)**

I/We agree that the Creditor may seek from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for, or provided to, the Purchaser.

I/We agree that if the Creditor approves the Purchaser’s application for credit this agreement remains in force until the credit facility covered by the Purchaser’s applications ceases.

**Guarantor 1**

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness**

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Guarantor 2**

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness**

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_ Date: \_\_\_\_\_