

DEBTOR ACCOUNT APPLICATION FORM

This form to be completed by the person/company requiring the account

NAMES			
Business/Company Names:			
Name/s in Full:			
ABN (if applicable):			
ADDRESS DETAILS			
Residential Address:			
Postal Address:			
CONTACT DETAILS			
Phone:	Home ()	Work ()	
	Mobile ()	Fax ()	
Email:			
DEBTOR REFERENCE CONTACT DETAILS			
Reference Contact Name:			
Phone:	Home ()	Work ()	
	Mobile ()		
Address			
Email:			
DECLARATION			
<u>I/We understands that payments are due as per the Terms and Conditions clause (4).</u>			
Name:		Signature:	
OFFICE USE ONLY			
Authorised and Entered by	NAME:	DATE:	SIGNATURE:

DEBTOR NUMBER ALLOCATED: _____

TERMS AND CONDITIONS

1. Scope

This terms and conditions apply to the Shire of Coolgardie debtors with overdue payments and charges owed to the Shire.

2. Purpose

The purpose of this terms and condition document is to ensure that debts are limited by providing a detailed framework for payment arrangements and ensuring that all debtors understand the procedure for the forth coming future.

3. Definitions

- a) **CEO** means the Chief Executive Officer who holds an appointment under section 194 of the Local Government Act 2009. This includes a person acting in this position.
- b) **DEBTORS** means the individual, organization or other parties that transact with the Shire of Coolgardie where goods or services are provided on Credit.
- c) **DEBT** means the amount of money owed by a DEBTOR because of transaction/s with the Shire of Coolgardie.
- d) **GST** means Goods and Services Tax
- e) **Business Day** means a day that is not a Saturday, Sunday, Public Holiday in Western Australia or 27, 28,29,30 or 31 December.
- f) **Terms** means this Terms and Conditions of this document.

4. Debtors

For this Terms and Conditions, Debtors would cover all forms of credit to customers for all goods and services provided to the Shire of Coolgardie.

- 1) Debtors must within thirty (30) days after the date of invoice from the Shire of Coolgardie should –
 - a) Pay the Shire the full amount specified in the invoice; or
 - b) Negotiate with the shire to work out a suitable plan of repayment.
- 2) After the thirty (30) days have been elapsed-
 - a) A “notice” shall be issued to the Debtor whose account would show an outstanding balance. This notice should act as a reminder and should not be considered a threat or legal action. At this stage the Debtor should contact the shire regarding any queries or problems in paying their account balances.
 - b) A second “notice” shall be issued to the Debtor after forty five (45) days has passed without any payment received by the Shire. The debtor would be given a fourteen (14) day period to pay the outstanding balance to the shire or make suitable arrangements to settle their account.

- 3) After the fourteen (14) days have been elapsed –
 - a) The debtor shall be then referred to either the Shire solicitor or an approved debt collection agency for recovery action.
 - b) Exceptions to this course of action are:
 - i. Payment of Debt is paid in full.
 - ii. An approved arrangement has been entered into with the Shire.
 - iii. The outstanding Debt is on hold due to investigation purposes or instructions from the CEO.