

# Make local trading easier.

Get your Maxi Foods Customer Account Card today!

The convenient trading card for local businesses.



The Maxi Foods Group is benefiting local business by offering account cards to approved applicants. The purpose of the card is to provide a 30-day trading account for business transactions. A monthly statement will provide a summary of GST business transactions allowing business deductions to be better managed. The Maxi Foods Account Card allows approved card holders to purchase grocery and liquor items at any of the Maxi Foods Regional Supermarkets including Blake Family Grocers.

*Use of the Account Card is subject to the Terms and Conditions of Use.  
All accounts are payable within 7 days of end of month.*

**APPLY NOW >>**



# ACCOUNT APPLICATION FORM

## APPLICANT DETAILS

General Information (must be completed by authorised person on behalf of business)

Business conducted as:  Sole Trader  Partnership ABN:   
 Partnership  Public Company ACN:

Registered name of Applicant (Business) "the Accountholder"

Trading Name (if applicable)

Business Address

Suburb/Town State Postcode

Postal Address (if different to above)  Same as above

Suburb/Town State Postcode

Phone (Daytime) Mobile Phone

Email

Nature of Business

Name of Cardholder/Authorised User

How long has the business been operating?

Accounts Contact Name

Contact Phone Email

Purchasing Contact Name

Contact Phone Email

Does the Sole Trader / Partnership / Company operate as a trustee of a trust?  Yes  No

If yes, please provide details (including name of Trustee):



Name and Addresses of ALL Directors / Proprietors or, if operating as a Sole Trader or Partnership, name and address of Sole Trader or Partners and Trust Name (if applicable).  
(Please supply separate listing if insufficient space)

PERSON 1

Full Name Date of Birth

Address

Phone Email

PERSON 2

Full Name Date of Birth

Address

Phone Email

PERSON 3

Full Name Date of Birth

Address

Phone Email

Bank Details (Business)

Name of Bank BSB Account No

Branch Address

Level of Credit Requested

Maximum Limit \$ Estimated Average Monthly Order Value \$

Trade References (at least to the value of the credit required)

1. Business Name / Contact Phone

2. Business Name / Contact Phone

3. Business Name / Contact Phone

4. Business Name / Contact Phone

- I have read and agreed to the terms and conditions of use.  
I have been provided with a copy of and agree to abide by the "Maxi Foods Account Cards Terms and Conditions" accompanying this application form.

Signature of Cardholder/Authorised User

SUBMIT



# MAXI FOODS ACCOUNT CARDS TERMS AND CONDITIONS

## 1. DEFINITIONS

In these Terms and Conditions: -

"Account" means your Maxi Foods account.

"Accountholder" means any person or entity who holds an Account at Maxi Foods.

"Card" means your Maxi Foods customer account card including any additional cards issued by Maxi Foods for the purposes of accessing credit from your account.

"Cardholder" means You and any Additional Cardholder.

"Credit Limit" means the maximum amount of credit available to you on your account as notified to you by Maxi Foods.

"Goods" means goods or services purchased from Maxi Foods.

"Maxi Foods" means Goldfields Supermarkets Pty Ltd (ACN 093 360 617) North West Supermarkets Pty Ltd (ACN 092 967 845), and BFG Daylesford Pty Ltd T/A Blake Family Grocers (ABN 43 632 360 484)

"Order" means a request for Goods by You.

"Terms and Conditions" means the terms and conditions as set out in this document and as amended or replaced by Maxi Foods from time to time.

"We" means Maxi Foods.

"You" means the Accountholder and Cardholder unless the context otherwise requires.

## 2. USE OF CARD

- a) Each Cardholder must sign their Card prior to first use of it.
- b) First use of a Card by You constitutes acceptance of these Terms and Conditions.
- c) Each Card remains the property of Maxi Foods.
- d) A Cardholder may use a Card at Maxi Foods stores in Ballarat, Castlemaine and Blake Family Grocers only.
- e) You are responsible for each purchase made on your Account.
- f) You should ensure that the transaction amount is correct prior to accepting the transaction.
- g) You are responsible for the security of any Card issued to You.
- h) You are responsible for keeping any Card in a safe place and protecting your Card from theft and misuse.
- i) Maxi Foods accepts no responsibility with respect to usage of the Card.
- j) Maxi Foods accepts no liability with respect to use of Goods purchased including with respect to taxation.

## 3. PAYMENT

- a) Upon full payment of your Account, ownership and transfer of Goods transfers from Maxi Foods to You.
- b) You shall pay all monies as and when directed by Maxi Foods. If payment is not made in accordance with these terms, all amounts on any Account shall at Maxi Food's option become immediately due and payable in full.
- c) If a day on which a payment must be made is not a business day then the payment must be made no later than the next business day.
- d) All payments must be made utilising payment options detailed in the statement of Account issued by Maxi Foods to You from time to time.
- e) You must not exceed the credit limit of Your Card, as advised to You from time to time, without Maxi Food's prior written approval.
- f) If a cheque or other negotiable instrument is tendered as payment, payment shall be deemed to have been made on the date on which such cheque or negotiable instrument is negotiated and cleared by Maxi Food's bank.
- g) A dishonour fee will be payable if any cheque You present to Maxi Foods is dishonoured.

## 4. STATEMENT OF ACCOUNT

- a) Maxi Foods will send You a statement of Account monthly by email.
- b) Payment is required within 7 days of date of statement of Account.
- c) You must pay the full amount payable plus the Account fee on each monthly statement of Account.

## 5. BREACH

You are in breach of these Terms and Conditions if:

- a) You fail to comply with a term of these Terms and Conditions; and/or
- b) You provide Maxi Foods with false information in Order to obtain or continue to hold an Account.

## 6. LOSS OR THEFT OF ACCOUNT CARD

- a) You are liable for any charges made to Your Account, including charges resulting from any unauthorised use of a Card.
- b) You must notify Maxi Foods if a Card is lost or stolen.
- c) Once You have notified Maxi Foods that a Card is lost or stolen, You will not be liable for any charges resulting from any unauthorised use of a Card after 4pm of the following day subsequent to notification.

## 7. VALIDITY OF CARD

- a) A Card may only be used if it has been signed by the Cardholder.
- b) A Card may only be used strictly in accordance with these Terms and Conditions.
- c) A Card may not be used if it has been cancelled or suspended.
- d) Maxi Foods may cancel a Card or close an Account at any time without notice.
- e) You may close an Account by contacting Maxi Foods requesting that the Account be closed and returning all Cards to Maxi Foods.
- f) You are required to make payments as required even if the Card is cancelled, suspended or your Account is closed.

## 8. CHANGING THE TERMS OF YOUR ACCOUNT

- a) Maxi Foods may change or add to the terms of Your Account including charges, provision of credit and fees at any time in its absolute discretion.
- b) Maxi Foods may issue replacement Cards or treat your existing Account as having the new or varied features in which case the change will take effect from the date Maxi Foods processes the change to the features of Your Account.
- c) If Maxi Foods sends You any replacement Cards You must destroy any replaced Cards.

## 9. WARRANTY

You warrant and declare that all information supplied by You as part of these Terms and Conditions is true and correct in all respects. Any Account approved by Maxi Foods is granted by Maxi Foods on the basis of information supplied by You and representations made by You as set out in the application for your Account.

## 10. DEFAULT

In addition to the rights conferred pursuant to Clause 7, if You default in making payment to Maxi Foods in accordance with these Terms and Conditions: -

- a) The whole of the sum owing by You to Maxi Foods for all Goods sold by Maxi Foods to You, shall immediately become due and payable and You shall not thereafter be entitled to use Your Account unless Maxi Foods has agreed in writing, in which case and unless a contrary intention appears in such agreement, the payment obligations contained in these Terms and Conditions shall apply, and:
- b) Maxi Foods in its absolute discretion may do any one or more of the following:
  - ii. Charge and debit to your Account, interest on the outstanding balance from the due date for payment until the date of payment at the rate of 18% per annum;
  - iii. Engage a debt collection agency or legal representative to commence debt recovery proceedings and charge and debit to your Account all costs and disbursements incurred in so doing on a full indemnity basis; and
  - iv. Require that all amounts owing to Maxi Foods become immediately due and payable without deduction or adjustment, notwithstanding any previous deduction or adjustment previously offered.

## 11. YOUR DETAILS AND CHANGES

You must inform Maxi Foods of any change of your details including but not limited to address, telephone number, facsimile number, email address or any information which may reasonably cause Maxi Foods to question the appropriateness of providing You with credit after the issuing of the Card.

## 12. PRIVACY

- a) Maxi Foods may use information gathered from the transactions on your Account for marketing purposes. You may contact Maxi Foods if You do not wish to receive marketing material.
- b) Maxi Foods may use your information to make such enquiries as Maxi Foods deems necessary to credit rating agencies of or incidental to Your credit history.
- c) Maxi Foods may provide your personal information to outside organisations that are contracted by Maxi Foods to carry out administrative functions for Maxi Foods.
- d) In the event of default of payment of your debts Maxi Foods may disclose all information relating to your Account to its collection agency for the purpose of receiving any or all amounts outstanding.

## 13. ENTIRE AGREEMENT

This document, and any warranties implied by law that are not capable of being excluded or modified, embody the entire agreement between the parties.

## 14. MISCELLANEOUS

- a) The supply of Goods by Maxi Foods to You shall not confer any right on You to use Maxi Foods trademark(s), any Maxi Foods patent or any indemnity against infringement of third-party patents, without Maxi Food's prior written consent.
- b) If any terms or conditions in these Terms and Conditions are found to be void, voidable or unenforceable they shall be severed, and the validity and enforceability of the remaining Terms and Conditions shall not in any way be affected or impaired.
- c) These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Victoria.
- d) None of the following circumstances will preclude Maxi Foods from insisting upon strict compliance with the provisions of these Terms and Conditions:
  - i. Failure to take advantage of any default or breach of these Terms and Conditions;
  - ii. Any custom or practice which may develop between the parties;
  - iii. The waiver of a particular default or breach; and
  - iv. Acceptance of money, when there has been a breach of these Terms & Conditions.
- e) An attempt by Maxi Foods to mitigate its loss will not surrender any of its rights or be considered a waiver of any default or breach.
- f) You shall have no claim or action against Maxi Foods for any direct or indirect loss or damage suffered by You as a result of Maxi Foods undertaking any of the actions set out herein. You shall indemnify and hold indemnified Maxi Foods from any claims or actions by third parties for loss or damage suffered by them as a result of Maxi Food's actions set out in herein.
- g) Any notice given under these Terms and Conditions shall be deemed to have been properly given if such notice is either:
  - i. Posted by pre-paid postage to your last known business address (in which case receipt of the notice shall be deemed to be within two business days after the posting by Maxi Foods); or
  - ii. Transmitted by facsimile to your last known facsimile number (in which case receipt of the notice shall be deemed to be on the date of such transmission); or
  - iii. Personally delivered to your last known address (in which case receipt of the notice shall be deemed to be on the date of such delivery).

## 15. CONFIDENTIALITY

- a) You undertake to preserve and maintain confidentiality in all Information disclosed to You by Maxi Foods in consequence of any contract entered into between You and Maxi Foods for the provision of credit in relation to the purchase of Goods.
- b) "Information" means all information, whether oral, visual or electronic or in writing or consisting of drawings, specifications or graphs or contained on tape, disk, CD, computer program, slide, film or any other medium (including any documents) supplied by Maxi Foods to You or made known to You in the course of trade between Maxi Foods and You.

