

# BOYUP BROOK CO-OPERATIVE COMPANY LTD

## Membership Application



Applicant Full Legal Name			
Entity Type <small>(please circle)</small>		Individual/Sole Trader or Trust / Partnership / Company	
Trading Name			
ABN			
Postal Address			
Town		Postcode	
Residential Address			
Town		Postcode	
Phone Home		Work	
Email		Fax	
Individuals Full Name 1		Date of Birth	
Mobile		Occupation	
Individuals Full Name 2		Date of Birth	
Mobile		Occupation	
Individuals Full Name 3		Date of Birth	
Mobile		Occupation	
Individuals Full Name 4		Date of Birth	
Mobile		Occupation	
Previous Address <small>(if less than 3 Years at current address)</small>			
Property Location			
Approximate Net Assets			
Estimated Maximum Monthly Purchases		<input type="checkbox"/> Cash Account OR <input type="checkbox"/> \$2 000 <input type="checkbox"/> \$10 000 <input type="checkbox"/> \$250 <input type="checkbox"/> \$5 000 <input type="checkbox"/> \$1000 <input type="checkbox"/> \$10 000 plus - Nominated Value _____	
<b>Credit References (Business)</b>			
Name		Phone	
Address			
Name		Phone	
Address			
Name		Phone	
Address			
<b>Credit Reference (Private)</b>			
Name		Phone	
Address			

I certify the above information is true & correct. I understand that should credit be extended:

- 1 Account payment is due by the 25<sup>th</sup> of the following month.
- 2 Overdue account fees will be charged on overdue accounts & I agree to pay such charges.
- 3 An overdue account will not qualify for a shareholder trading rebate.
- 4 Credit history will be verified prior to application approval.

	Signed		Date
	Signed		Date

**Membership Application**

I/we hereby request that you allot me/us 50 x \$2 fully paid ordinary Shares of \$2 each in the capital of the Boyup Brook Co-operative Company Ltd.

I/We

- 1 Enclose payment of \$100 by way of application for the Shares.
- 2 Agree to accept the said shares (or any lesser number that may be allotted or sold to me/us) on such conditions as the Board may determine.
- 3 Authorise you to place my/our name on the Register of Members of the Company in respect of the Shares allotted to me/us and agree to be bound by the Rules of the company.
- 4 Give permission to be registered on the PPSR (Personal Property Securities Register) as required.
- 5 Authorise and direct the Secretary of the Company (or nominee) to amend this application form either by appropriate deletion or insertion of any particular herein.

Date			
Individual Applicants to sign here		A Company to sign under Seal The Common Seal of	
Applicant 1			Company Seal
Applicant 2			
Applicant 3			
Applicant 4			

Please return this form to

Boyup Brook Co-operative Company Ltd  
 10 – 12 Bridge Street Boyup Brook WA 6244  
 Ph 08 9765 1001 Fx 08 9765 1168  
 Email admin@boyupbrookco-op.com.au

**Office Use Only**

Form Received by		Date	Payment Made	
Amount Paid		Cash / Chq / EFTPOS / EFT	Date Banked	
Account Created		Ref No	Credit Limit	
Trading Vouchers		Detailed Statements	Letter Sent	
ABN Search		Credit Check	PPSR Search	

*(Please note – the details contained on this form will be treated confidentially)*

**1. Personal Property Securities Act (2009)**

- (a) The parties acknowledge that the interest of the Company in the Goods is a security interest pursuant to the *Personal Property Securities Act 2009* (PPSA).
- (b) The Customer consents to the Company registering any security interest in the Goods on the Personal Property Securities Register and agrees to provide all assistance, including signing any documents and providing any information, reasonably required by the Lessor to facilitate registration.
- (c) The Customer waives its rights to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by that Act and cannot be excluded.
- (d) To the extent that Chapter 4 of the PPSA would otherwise apply to enforcement by the Company of any Security Interest in the Goods, the parties agree that the following provisions of the PPSA are excluded:
  - (i) to the extent permitted by section 115(1) of the PPSA: sections 125, 132(3)(d), 132(4), 142 and 143 of the PPSA; and
  - (ii) to the extent permitted by section 115(7) of the PPSA: sections 132 and 137.
- (e) The Customer consents to the waiver of the requirement for notice under any other provisions of the PPSA that the Company may notify to the Customer after the date of this document and waives any rights it has to receive that notice.

**2. Passing of title in Goods upon payment**

- (a) Title to the Goods shall remain with the Company until payment in full of cleared funds has been received.
- (b) If payment in full is not made on the agreed date, the Company shall have the right, with or without prior notice, to recover possession of the whole or any part of the Goods (and the Customer agrees that the Company may enter any premises occupied by the Customer to satisfy that purpose) without prejudice to other rights and remedies including the right to demand return of the Goods.
- (c) Until payment in full for the Goods is received by the Company from the Customer, the Customer must store Goods which have not been paid for separately or in such a way that identifies them as the property of the Company.

**3. Passing of risk**

Risk in the Goods passes to the Customer upon the earlier of:

- (a) actual or constructive delivery of the Goods to the Customer; and
- (b) collection of the Goods from the Company or any bailee or agent of the Company by the Customer's agent, carrier or courier.