|  |  |
| --- | --- |
|  | **Application to be an approved user of court services**  **Federal Court and Federal Circuit and Family**  **Court Regulations 2022** |
|  | Sections 2.16 and 2.17 |
|  |  |
| **Federal Court of Australia** |  |

**Confidential**

Please complete this form and return to:

**Attention: Finance Section**

**Federal Court of Australia**

**Locked Bag A6000**

**Sydney South NSW 1235**

**Fax: (02) 8029 0631**

**E-mail:** [**finance.team@fedcourt.gov.au**](mailto:finance.team@fedcourt.gov.au)

**Notes for Guidance**

**Please read all parts and complete all relevant parts before printing, signing and submitting to the Court**

**PART A – Applicant Details**   
To be completed by all applicants

**PART B – PART B – Director/s / Partners**   
To be completed by Companies or Partnerships

**PART C – Trade References**   
To be completed by Companies or Partnerships- please provide three (3) trade references with which you currently have credit facilities

**PART D – Undertakings as to Creditworthiness**  
To be completed by all applicants including Government agencies

**PART E – Terms & Conditions for obtaining credit facilities with the Court**

**PART F – Privacy Act Agreement**Please read carefully

**PART G – Agreement and acknowledgement by Applicant**After completing the form please print and sign before submitting to the Court

**PART A – Applicant Details**

***To be completed by all applicants***

|  |  |
| --- | --- |
| **Applicant Name** | |
|  |  |
| *Full Business Name:* |  |
| *ABN / ACN:* |  |
| *Type of Business:* |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Registered Address** | |  | **Postal Address** | |
|  |  |  |  |  |
| *Address 1:* |  |  | *Address 1:* |  |
| *Street:* |  |  | *Street:* |  |
| *City:* |  |  | *City:* |  |
| *State & Postcode:* |  |  | *State & Postcode:* |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Contact Details** |  | |  |  | |  | | |
|  |  | |  |  | |  | | |
| *Contact Name:* |  | |  | *Position:* | |  | | |
| *Telephone:* |  | |  | *Fax:* | |  | | |
|  | | | | | | | |
| *Accounts Payable E-Mail address:* | |  | | | | | |
|  |  | |  | |  |  | | |
| **Type of Account** |  | |  | |  |  | | |
| *Please select the type of account you require:* | | |  | | | | | |
|  |  | |  | |  |  | | |
| **Credit Amount** |  | |  | |  |  | | |
|  |  | |  | |  |  | | |
| *Amount of Credit required per calendar month:* | | | **FCA Account** | | | | **$0.00** |
|  | | | **FCC Account** | | | | **$0.00** |

**PART B – Director/s / Partners \***

***To be completed by all applicants except Government Agencies***

***\* Only the local partners of national partnerships need be listed.***

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Position / Office** | **Business Address** | **State & Postcode** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **If you require additional space please supply additional details on a separate sheet** | | |  |

**PART C – Trade References \*\***

***To be completed by all applicants except Government Agencies***

***\*\* Please ensure you have attained their agreement to supply a reference prior to submitting the form***

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name** | **Address** | **Phone Number** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**PART D – Undertakings as to Creditworthiness**

***To be completed by all applicants including Government Agencies***

undertake that ***Insert name of Agency or Entity*** is able to meets its financial obligations under this agreement; and

will pay all fees due within 30 days after receiving the invoice/statement; and

in the event that the fees are not paid within the required time, acknowledges that the Court will withdraw the approval to allow payment of fees by invoice.

|  |  |
| --- | --- |
| *Name:* |  |
|  |  |
| *Position:* |  |
|  |  |
| *Signature:* |  |
|  |  |
| *Date:* |  |

**PART E – Terms and Conditions**

***Please read carefully***

Note – These terms and conditions form part of all arrangements between the applicant and the Court for the provision of credit facilities by the Court to the applicant and can only be varied by written notice by the Court to the applicant.

1. Court fees will be charged for the items and in the amounts prescribed by Schedule 1 to the Regulations (as adjusted from time to time in accordance with section 2.20 of the Regulations).
2. Court fees are GST exempt.
3. The Court will issue an invoice/statement to an approved user within 5 working days of the end of each month showing all fee transactions charged to the approved user’s account during the month.
4. Fees are due and payable within 30 days after receiving the invoice/statement.
5. Fees not received within 30 days after receiving the invoice/statement will be considered to be overdue.
6. An approved user who is a litigant is responsible for and guarantees the payment within the time specified in paragraph 4 above of all fees charged to their account.
7. An approved user who is a lawyer is responsible for and guarantees the payment within the time specified in paragraph 4 above of all fees incurred by their clients and which are charged to the approved user’s account.
8. An approved user whose account is not paid within 30 days after receiving the invoice/statement will cease to be an approved user, have their account suspended and must pay all future Court fees in accordance with section 2.14 of the Regulations.
9. Under section 2.22 of the Regulations any unpaid fees are a debt due to the Commonwealth and will be subject to such recovery action as may be necessary.
10. An approved user’s credit worthiness will be reviewed annually to ascertain whether there has been any change in the user’s circumstances that may require the cessation of, or a change in the conditions applying to, the approval.
11. The amount of fees that an approved user may incur in any month will be subject to the credit limit specified in the notice of approval.
12. Accounts are to be paid by direct transfer into the bank account of the Federal Court of Australia stipulated in the notice of approval.
13. The Court may withdraw the provision of credit facilities to an approved user upon giving 28 days notice of its intention to do so.
14. An approved user may write to the Court giving 28 days notice that the approved user wishes the approval to be revoked.

**PART F - Privacy Act Agreement**

***Please read carefully***

**You may access the Court’s Privacy Policy and Credit Reporting Policy through the below links:**

[**http://www.fedcourt.gov.au/privacy/full-privacy-policy**](http://www.fedcourt.gov.au/privacy/full-privacy-policy)

[**http://www.fedcourt.gov.au/privacy/credit-reporting-policy**](http://www.fedcourt.gov.au/privacy/credit-reporting-policy)

**Statement on information that may be provided to a credit reporting agency**

The Court may give information about you to a credit reporting agency, but only limited kinds of information allowed under section 18E(1) of the *Privacy Act 1988* (Cth). This includes:

1. information that you have applied for commercial credit with us (including the amount of credit) and/or that the Court is a current commercial credit provider to you;
2. information that you have guaranteed commercial credit to us including the amount of credit guarantee;
3. Information that you have failed to meet your payment obligations to the Court including the amount of overdue debt;
4. advice on payments for invoices that were previously notified as unpaid have been paid;
5. information that commercial credit the Court has provided to you has been paid or otherwise discharged;
6. advice that in the Court’s opinion you have committed a serious credit infringement.

**Privacy Act statement by Applicants**

1. I/we have read the credit reporting policy of the Court in conjunction with Privacy Policy of the Court and I/we agree to the Court managing my credit-related personal information in accordance with these policies;
2. Giving information to a Credit Reporting Agency (Section 21D *Privacy Act 1988*). The Court has informed me that it may give certain personal information about me to a credit reporting agency;
3. Access to commercial credit information (Section 20F *Privacy Act 1988*). In order to assess my application for credit, I/we agree to the Court obtaining a report and/or using information about my commercial activities or commercial credit worthiness, from a business which provides information about the credit worthiness of organisations or persons;
4. Access to consumer credit information (Section 20F *Privacy Act 1988*). In order to assess my application for commercial credit, I/we agree to the Court obtaining from a credit-reporting agency a credit report containing personal credit information about me in relation to commercial credit provided by the Court;
5. Exchanging information with other credit providers (Section 21J *Privacy Act 1988*). I/we agree to the Court obtaining personal information about me/us from other credit providers, whose names I/we have provided to the Court for the purpose of assessing my application for credit facilities;
6. Access to credit information for the purpose of collection of overdue payments (Section 21M *Privacy Act 1988*). I/we agree to the Court disclosing at any time during the currency of this agreement a credit report containing personal information about me/us to a person or body that carries on the collection of debts on behalf of others.

**PART G – Agreement and acknowledgement by applicant**

***All applicants must complete and sign before submitting to the Court***

apply to establish credit facilities with the Federal Court of Australia and agree to the terms and conditions set out in Part D of this application.

understand that a credit check will be undertaken as part of this application.

have read and understood the acknowledgement and authority regarding the Privacy Protection of Information.

***Please print this form before completing the signature section below.***

***The signed form may be scanned and submitted electronically, or posted or faxed to the Federal Court of Australia's Finance Section at the details below.***

**Signature of Person authorised to enter into contracts on behalf of the above named business:**

|  |  |
| --- | --- |
|  | *I confirm that I have read and understand* ***Part E – Terms and Conditions,*** *and***Part F – Privacy Act Agreement** |
|  |  |
| *Name:* |  |
|  |  |
| *Position:* |  |
|  |  |
| *Signature:* |  |
|  |  |
| *Date:* |  |

***Please ensure you sign and submit all required parts.***

***Return to:***

**Attention: Finance Section**

**Federal Court of Australia**

**Locked Bag A6000**

**Sydney South NSW 1235**

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