



Wired
ENTERTAINMENT

NEW ACCOUNT APPLICATION



OFFICE USE ONLY

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____ SITE: _____

Cnr George & Hardinge Streets, Deniliquin NSW 2710

Ph 03 5881 3555 | wired@wired-entertainment.com.au | www.wired-entertainment.com.au

APPLICATION FOR CREDIT

Purtill Retail Pty Ltd ABN 66 641 506 292

Trading terms: strictly 28 days from EOM

APPLICANT'S DETAILS

Company name: _____ ABN: _____

Trading name: _____

Business address (not PO Box): _____

Postcode: _____ Time at this address: _____

Postal address: _____

Phone: _____ Mobile: _____

Accounts payable name: _____ Accounts phone: _____

Contact email: _____ Accounts email: _____

Estimated monthly purchases: \$ _____

Are you: Sole trader Partnership Company Trust

If you are a Company or a Trustee, you must complete the Deed of Guarantee attached to this Application.

	Full name of Sole Traders, Partners or Directors	Address	DOB	Drivers Lic No
1				
2				
3				

TRADE HISTORY & REFERENCES

Three trade references required, established for a minimum of 6 months. Do not include financial institutions.

Business type: _____ Previous trading name: _____

Period in business: _____ (years) Number of employees: _____

	TRADE REFERENCES	Phone	Email
1			
2			
3			

ASSETS:

PREMISES/PROPERTY	
Owned	Value \$
Mortgaged	Est equity \$
Leased	Rent/mth \$

DEED OF GUARANTEE AND INDEMNITY

This DEED of Guarantee and Indemnity ("Deed") is made between the person or persons named as guarantor(s) in the First Schedule below ("Guarantor") and the Supplier named in the credit facility application to which this Deed is attached ("Agreement").

WHEREAS: The Supplier has agreed to provide a credit facility to the applicant named in the Agreement ("Applicant").

1. GUARANTEE: In consideration of the Supplier granting the Agreement to the Applicant at the Guarantor's request, evidenced by the Guarantor's execution of the Agreement, the Guarantor guarantees to the Supplier as principal debtor:

- (a) the punctual payment of all monies to be paid by the Applicant for all goods and services which the Supplier has provided and may in the future provide to the Applicant under the Agreement; and
- (b) the observance and performance of all of the Applicant's obligations contained or implied in the Agreement.

2. INDEMNITY: The Guarantor indemnifies the Supplier against all claims which the Supplier incurs because of any breach or default by the Applicant under the Agreement.

3. CHARGE: As security for the Guarantor's obligations under this Deed, the Guarantor hereby charges in the Supplier's favour all the Guarantor's right, title and interest in any land which the Guarantor had, holds now or may in the future acquire any interest in during the currency of this Deed with the payment of any monies owing by the Guarantor to the Supplier under this Deed.

4. APPLICATION OF THE PERSONAL PROPERTY SECURITIES ACT 2009 ("The PPSA"): The Guarantor acknowledges and agrees that by signing this Deed a security interest is created over all assets of the Guarantor. The Guarantor further agrees and acknowledges that the Supplier may register its security interest on the Personal Properties Security Register. The Guarantor waives his or her rights under Section 57 of the PPSA.

5. LIABILITY OF SEVERAL GUARANTORS: Where there is more than one Guarantor under the Agreement:

- (a) the term Guarantor refers to each of the Guarantors and to all of them;
- (b) their obligations as Guarantor are joint and several;
- (c) the Supplier may enforce this guarantee and indemnity against all or any of them;
- (d) any notice or demand may be served on all of them by serving any one of them;
- (e) this guarantee and indemnity remains binding on the other Guarantors even if:
 - i) any Guarantor fails to sign the Agreement or to enter into this guarantee and indemnity;
 - ii) this guarantee and indemnity is not binding on any Guarantor;
 - iii) the Supplier releases any Guarantor from liability under this guarantee and indemnity.

6. CLAIM UNDER GUARANTEE AND INDEMNITY:

- (a) If the Applicant breaches the Agreement, the Guarantor will, on demand by the Supplier pay any outstanding monies payable and all losses, damages, costs and expenses incurred by the Supplier because of that breach.
- (b) For this clause to apply the Supplier does not have to first make demand on the Applicant or institute proceedings against the Applicant.
- (c) A statement in writing by the Supplier and signed the Supplier's director or management team as to the amount owing pursuant to the Agreement and this Deed shall be prima facie evidence that such amount is so due and owing and of all other matters there set forth.
- (d) Any demand to be served pursuant to this Deed may be served upon the Guarantor by delivering the same or posting by prepaid post to the Guarantor at his address stated below or last known to the Applicant. However the making of any demand shall not be a condition precedent to the Guarantor's liability.

7. GUARANTEE AND INDEMNITY NOT DISCHARGED: This guarantee and indemnity is not discharged and the Supplier's rights against the Guarantor are not affected by any of the following:

- (a) the granting of any indulgence or extension of time by the Supplier to the Applicant or Guarantor;
- (b) the Supplier's neglect or failure to enforce the terms of the Agreement against the Applicant or waiver of any breaches or defaults under the Agreement;
- (c) the total or partial release of liability of the Applicant or of a Guarantor by the Supplier;
- (d) the entry into any arrangement, composition or compromise relating to the Agreement between the Supplier and the Applicant or any other person;
- (e) any variation of the Agreement;
- (f) termination of the Agreement;
- (g) suspension of the Agreement by the Supplier for non-payment of monies owing;
- (h) the Applicant's liability under the Agreement, or the Agreement, being or becoming invalid, illegal, or unenforceable including through any act, omission or legislation;

- (i) the amount of credit required (if any) stipulated in the Agreement has been exceeded for any reason whatsoever;
- (j) the Applicant innocently or knowingly has breached any term of the Agreement or any warranty or any representation given by the Applicant proves untrue.
- (k) any fact, circumstance, legal disability or incapacity which would otherwise release the Applicant or any Guarantor from its obligations including the death or bankruptcy or winding up of the Applicant or Guarantor;
- (l) the disclaimer of the Agreement following the Applicant's insolvency;
- (m) this guarantee and indemnity being for any reason unenforceable.

8. PAYMENTS

- (a) In respect of any payment made by or on behalf of the Applicant under the Agreement which is void or is avoided for any reason, the Guarantor will remain liable under this guarantee and indemnity as if that payment had not been made.
- (b) Until the Supplier's claims against the Applicant and against the Guarantor have been fully satisfied, the Guarantor will hold on trust for the Supplier any money received by the Guarantor under any arrangement, composition, assignment, liquidation or bankruptcy of the Applicant.

9. IRREVOCABLE: This guarantee and indemnity is irrevocable and will continue until the Applicant has performed all its obligations under the Agreement.

10. SCOPE OF GUARANTEE

- (a) This guarantee and indemnity takes effect immediately on its execution.
- (b) If the Supplier assigns its rights and obligations under the Agreement, this guarantee and indemnity will extend to the transferee or assignee and continue concurrently for the benefit of the Supplier.

11. DISCLOSURE OF CREDIT INFORMATION UNDER PRIVACY ACT 1988

(a) The Guarantor consents and agrees that the Supplier or credit reporting agency authorised by the Supplier, may obtain and use, in assessing the Guarantor's suitability as a guarantor or for approved credit applications periodically when the Supplier reasonably requires, to review the Guarantor's personal credit information, the following information:

- i) credit information held by a credit reporting agency concerning the Guarantor's commercial activities or commercial worth;
 - ii) commercial credit, personal and/or commercial credit information from a credit reporting agency; and
 - iii) either personal or commercial credit information from any Trade Referee named in the Application and/or any credit reporting agency which the Supplier may lawfully obtain about the Guarantor's credit arrangements and which can include but is not limited to credit worth, credit standing, credit history and credit capacity.
- (b) The Guarantor further consents and agrees that the Supplier may give information of the type mentioned in this clause, to any Trade Referee named in the Agreement and/or named in any consumer or commercial credit report issued by a credit reporting agency and to any credit reporting agency information of the type referred to in this clause.
- (c) The Guarantor understands that the information obtained pursuant to the Agreement, this Deed and this clause may be used for the following purposes:
- i) to assess an application by the Applicant for credit;
 - ii) to notify other Trade Referees of a default by the Applicant and the Guarantor;
 - iii) to exchange information with Trade Referees as to the status of any consumer or commercial credit where the Guarantor is in default with its suppliers;
 - iv) to assess the Guarantor's credit worth.

(d) The Guarantor further consents and agrees that the Supplier may, if it considers it relevant in collecting overdue payments in respect of commercial credit provided to the Applicant, obtain from a credit reporting agency a credit report containing personal information about the Guarantor in relation to the collecting of overdue payments.

(e) the Supplier hereby notifies the Guarantor that it may give to a credit reporting agency personal information relating to the Guarantor, the Agreement or this Deed.

12. COUNTERPARTS: If there is more than one Guarantor this Deed may be signed by the Guarantors in any number of counterparts, and all such counterparts are deemed to constitute the one document. Each counterpart may be forwarded to the Supplier by post, email or facsimile. This Deed is binding on each Guarantor even if any Guarantor fails to sign this Deed.

13. INTERPRETATION: This Deed shall be interpreted according to the law of New South Wales and words incorporating the singular shall include the plural number and vice versa and words meaning one gender shall include the other genders. A reference to a party includes a reference to the party's executors, administrators, successors, substitutes and assigns.

14. DEED: This guarantee and indemnity is executed unconditionally by the Guarantor as a deed

IN WITNESS WHEREOF the Guarantors have executed this document on the dates appearing below. (COMPLETE the names and addresses of all Guarantor(s))

(i) Name: _____
Home address: _____

(ii) Name: _____
Home address: _____

(iii) Name: _____
Home address: _____

Signed, sealed and delivered by the said guarantor:

(i) _____
Guarantor's Signature

(ii) _____
Guarantor's Signature

(iii) _____
Guarantor's Signature

In the presence of:

(i) _____
Witness Date

(ii) _____
Witness Date

(iii) _____
Witness Date

TERMS AND CONDITIONS OF CREDIT APPLICATION

- 1. TRADING TERMS:** The Applicant agrees to the trading terms applicable to this credit facility which are set out below:
- (a) Must be paid as per the Supplier's terms.
 - (b) All monies owing under this credit facility will become immediately owing without demand and the Supplier may suspend or terminate this facility without notice if:
 - i) the amount owing becomes overdue or exceeds the credit guide amount
 - ii) there is at any time a change in:
 - (c) if the Applicant is a company, the directorship or majority shareholding of the Applicant;
 - (d) if the Applicant is a trustee the, trustee of any trust or the terms of the trust;
 - (e) if the Applicant is a firm or a partnership, the firm or partnership's constitution.
 - iii) if the Applicant or any one of them is a person and the Applicant commits an act of bankruptcy, assigns the Applicant's estate for the benefit of creditors, becomes insane or dies.
 - iv) if the Applicant is company and enters into a form of liquidation, is wound up or dissolved, enters into a scheme of arrangement for creditors, is placed under official management or an administrator or a receiver and/or manager or trustee of any of its assets is appointed.
 - v) the Applicant has a judgment for more than \$1000 entered against it which is not satisfied within 28 days;
 - vi) if any information set out in the application proves to be untrue or misleading;
 - vii) if the credit facility is not used for more than 12 months;
 - viii) if any cheque given to the Supplier is dishonoured on presentation;
 - ix) if any prepaid account goes into debit.
- (f) Credit provided under this Application is not transferable.
- (g) Facilities may be reviewed, cancelled or altered at any time by the Supplier without liability to the Applicant and without notice.
- (h) All transactions on this account are to be in Australian dollars, including sales, credits, payments, transfers etc.
- 2. CREDIT ACCOUNTS:** Payments must be received in full at the Supplier's address (as shown on statements) by the 14th day of each month. If payments are not received by that date the Account will be placed on hold ("stop credit"). Three (3) "stop credits" may result in Credit Facilities being cancelled. The reopening of Accounts will be at the sole discretion of the Supplier. No demands will be made for overdue payments before and account is placed on hold. No invoice or documentation will be supplied except at the point of sale.
- 3. CHEQUE ACCEPTANCE - C.O.D. Trading:**
- (a) Cheques may be used in C.O.D. Trading if authorised by the Supplier.
 - (b) Goods or services exceeding the face value of the cheque will not be supplied.
 - (c) The Applicant must pay all dishonour costs incurred by the Supplier relating to dishonoured cheque.
 - (d) The Applicant acknowledges that it is an offence to issue a cheque without funds in the bank to cover the same.
- 4. RETENTION OF TITLE:** If the Applicant, as the purchaser of goods, does not pay for any goods on the due date specified in this Agreement, the Supplier, as the vendor of goods, is hereby irrevocably authorised by the Applicant to enter the Applicant's premises (or any premises under the control of the Applicant or as agent of the Applicant if the goods are stored at such premises) and use reasonable force to take possession of the goods, without liability for the tort or trespass, negligence or payment of any compensation to the Applicant whatsoever.
- 5. PERSONAL PROPERTY SECURITIES ACT 2009 ("The PPSA"):** The Applicant acknowledges and agrees that by signing this credit application a security

interest is created pursuant to the PPSA in all goods supplied by the Supplier to the Applicant. The Applicant further agrees and acknowledges that the Supplier may register its security interest on the Personal Properties Security Register. The Applicant waives its rights under Section 57 of the PPSA.

6. DISCLOSURE OF CREDIT INFORMATION UNDER PRIVACY ACT 1988 (The Privacy Act)

- (a) The Applicant consents and agrees that the Supplier or credit reporting agency authorised by the Supplier, may obtain and use, in assessing an application for credit by the Applicant or for approved credit applications, periodically when the Supplier reasonably requires, to review the Applicant's current trading, the following information:
- i) credit information held by a credit reporting agency concerning the Applicant's commercial activities or commercial worth;
 - ii) commercial credit, personal and/or commercial credit information from a credit reporting agency; and
 - iii) either personal or commercial credit information from any Trade Referee named in this Application and/or any credit reporting agency which the Supplier may lawfully obtain about the Applicant's credit arrangements and which can include but is not limited to credit worth, credit standing, credit history and credit capacity.
- (b) The Applicant further consents and agrees that the Supplier may give information of the type mentioned in this clause, to any Trade Referee named in this Application and/or named in any consumer or commercial credit report issued by a credit reporting agency and to any credit reporting agency information of the type referred to in this clause.
- (c) The Applicant understands that the information obtained pursuant to this Application and this clause may be used for the following purposes:
- i) to assess an application by the Applicant for credit;
 - ii) to notify other Trade Referees of a default by the Applicant;
 - iii) to exchange information with Trade Referees as to the status of any consumer or commercial credit where the Applicant is in default with its suppliers;
 - iv) to assess the Applicant's credit worth.
- (d) The Applicant further consents and agrees that the Supplier may, if it considers it relevant in collecting overdue payments in respect of commercial credit provided to the Applicant, obtain from a credit reporting agency a credit report containing personal information about the Applicant in relation to the collecting of overdue payments.
- (e) The Supplier hereby notifies the Applicant that it may give to a credit reporting agency personal information relating to the Applicant and this Application.
- 7. COUNTERPARTS:** This Application may be signed and exchanged in any number of counterparts, and all such counterparts are deemed to constitute the one document. This Application is not binding on either the Applicant or the Supplier until all executed counterparts have been exchanged. The executed counterparts may be exchanged by post, email or facsimile.
- 8. INTERPRETATION:** This Application shall be interpreted according to the law of New South Wales and words incorporating the singular shall include the plural number and vice versa and words meaning one gender shall include the other genders. Where there are two or more Applicants then the entire obligation on the Applicants under this Application shall be joint and several. A reference to a party includes a reference to the party's executors, administrators, successors, substitutes and assigns.
- 9. VARIATION OF TRADING TERMS:** The Supplier may also vary the trading terms from time to time but any variation will only take effect after the Applicant has been advised of the variation by email.

The person(s) signing this Application hereby warrant(s) that:

- (a) I am/we are authorised on behalf of the Applicant to make this Application and contract on behalf of the Applicant and give the warranties stated in this Application; and
- (b) all the information set out in this Application form is within my/our knowledge and is true and correct and I/we understand that this Application for credit facility if granted is granted solely on the basis of the above information being true and correct.

Position: _____ Signature: _____ Date: _____

Position: _____ Signature: _____ Date: _____

I declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for business or investment purposes (or for both purposes)

IMPORTANT

You should NOT sign this declaration unless this credit is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

OFFICE USE ONLY:

I recommend this Application be considered:

Signed by Supplier Representative (Name): _____ Signature: _____ Date: _____

Must be Signed by authorised Supplier Representative before being sent to Credit Department