

#### ABN 79 104 575 591

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PO Box 257 Melbourne Vic. 3001

9 240 Email: customerservice@publicationsolutions.com.au

### **APPLICATION FOR COMMERCIAL CREDIT ACCOUNT**

21 days Net. Paymer	Credit Te at of the account is to be made by the end		nth in v	which the tax	invoice / stater	ment is s	sent.
ACCOUNT NAME	Name - Personal/Company/Business (Applicant)				ABN		
	Registered Trading Name						
ADDRESS	Street No. & Name			Suburb & State P/C			•
	Postal						
TYPE OF BUSINESS							
	Finance Contact Name: Sa		Sales (	ales Contact Name:			
CONTACT DETAILS	PH: PH:		PH:	н:			
	FAX: FAX:			:			
E MAIL DETAILS							
WEB SITE DETAILS							
TRADING DETAILS	Sole Trader/Partnership	F	Private Co. (P/L)				
	Public Co. (Ltd)	C	Other				
HISTORY	How long has business been established		Date Present Ownership Commenced				
	Name & Style of Bank Account Bank Account		Bank Contact & Telephone No:				
FINANCIAL			Bank Account No:				
Complete ALL detail			Accountant / Auditor Telephone No:				
			Capital	tal			
	ALL APPLICANTS Principals to complete (direc						
Director/Partner/Sole Trader		Drivers Licence Number				D.O.B	
Residential Address							
Director/Partner/Sole Trader		Drivers Licence Number				D.O.B	
Residential Address							
Director/Partner/Sole Trader		Drivers Licence Number				D.O.B	
Residential Address							

			DEEEDENCES			
		Please list tl	REFERENCES ne Names, addresses and contact of	etails of your main suppliers		
			,			
					DIL	
Name Of S	upplier		Contac	t Name:	PH:	
Address						
Name Of S	upplier		Contac	t Name:	PH:	
A -l -l						
Address						
Name Of S	Name Of Supplier Contact Name: PH:					
Address						
<ol> <li>IMPORTANT NOTICE AND ACKNOWLEDGMENT - READ CAREFULLY BEFORE SIGNING</li> <li>The Applicant acknowledges that he/she has received a copy of the Terms &amp; Conditions ( "the Terms" ) prior to he/she signing this Application and warrants that he/she has read and understands the nature and effect of the Terms and:</li> <li>He/she have the authority to sign on behalf of and to bind the Applicant;</li> <li>The information provided is true and correct in every detail, and any changes to the information will be immediately notified to Integrated Publication Solutions in writing.</li> <li>Permission is hereby granted to Integrated Publication Solutions to carry out such credit inquiries including but not limited to advising credit reporting agencies of your application for credit and where collection action has been commenced and payments are overdue as Integrated Publication Solutions may in its sole discretion determine in</li> </ol>						
	accordance with the Privacy Act or otherwise;					
PRIVACY						
Integrated Publication Solutions is committed to your privacy. The company's policy on handling of personal information is to comply fully with the National Privacy Principals for the fair handling of personal information, as set out in the Privacy Act.						
<ol> <li>Integrated Publication Solutions is being provided with the information.</li> <li>Integrated Publication Solutions can be contacted through our Melbourne Office on 1300 729 240.</li> </ol>						
<ol> <li>You are able to gain access to your personal information by writing to the National Retail Coordinator at <u>customerservice@publicationsolutions.com.au</u>. Only written requests can be accepted.</li> </ol>						
3.	Your pe	ersonal information is co	ollected from you for the follow	ving purposes;		
	a) Credit assessment of the application					
	b) Delivery of invoices/statements					
	c) Processing of electronic payment information (Credit Cards, EFT, Direct Deposit, Cheque, etc.)					
	d) Collection of overdue accounts					
	e) Providing references to other credit providers, including credit-reporting agencies					
f) Internal marketing campaigns						
4. Your personal information may be disclosed to our related companies, contractors (including contracting staff), other credit providers whether or not your account is overdue, and. If necessary, our risk insurers, collection agents, solicitors and credit-reporting agencies.						
<ol> <li>Should you not provide the requested personal information the credit application may not be able to be assessed fully and as a result Integrated Publication Solutions may deny you access to our services.</li> </ol>						
Signed on behalf of the Applicant: (All Directors/ Partners/ Proprietors must sign)						
Signature		Print Name	Position Held	Date		
	Signa	ature	Print Name	Position Held	Date	
	Signa	ature	Print Name	Position Held	Date	
Office use	e only					
Sales Per	son ID:		Approved by:			

Date:

Credit Limit:

## INTEGRATED PUBLICATION SOLUTIONS

ABN 79 104 575 591

# SECURED DEED OF GUARANTEE AND INDEMNITY

In consideration of INTEGRATED PUBLICATION SOLUTIONS (ABN 79 104 575 591) which is herein referred to as "IPS", providing or continuing to provide services to

CUSTOMER	
(Registered company nar	me and ABN, registered business name, names of each partnership or name of sole trader)
OE (Addward)	
Or (Address)	
	("the Customer")
at the request of:	` '
•	
GUARANTOR	
(Full name)	(Occupation)
	(Residential address)
CILL D A NITOD	
GUARANTOR	(Occupation)
(Full flame)	(Occupation)
	(Residential address)  ("the Guarantor")
	("Ine (Tuaranior")

## the Guarantor enters this Deed and where the Guarantor consists of more than one person jointly and severally agrees with IPS as follows:

- 1. To guarantee to IPS the payment by the Customer for services as may have been supplied or may in future be supplied from time to time at the Customer's request and to be answerable and responsible to IPS for the payment by the Customer of all moneys which are now payable or may become payable by the Customer to IPS.
- 2. This guarantee is given for valuable consideration and is a continuing guarantee to IPS for the whole of the Debtor's indebtedness or liability to it in respect of services provided to the Customer on any other account however or whatever arising.
- 3. This guarantee is binding on the Guarantor's personal representatives, administrators and assigns and shall be for the benefit of IPS its successors and assigns.
- 4. IPS may at any time or times at its discretion and without giving any notice whatsoever to the Guarantor refuse to provide further services to the Customer.
- 5. Where the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as guarantor or jointly and each of the persons severally and regardless of the fact that this Deed of Guarantee and Indemnity is expressed to be signed and given by more than one person the Deed shall be valid and effectual guarantee and indemnity binding against each person or persons immediately on their signing this Deed and shall continue to be binding as against each person or persons even if any person proposed or contemplated to sign does not in fact sign this Deed.
- 6. IPS shall be at liberty at any time to release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this security, give time payment, accept any composition from or make any other arrangements with any of these persons without releasing or discharging the other or others or otherwise prejudicing or affecting the rights and remedies of IPS against the other or others of the persons included as Guarantor provided that any part payment or indulgence granted by IPS in writing shall constitute discharge of liability to the extent of such part payment or indulgence.
- 7. (A) The Guarantor hereby indemnifies IPS against any and all losses and expenses including legal costs on a solicitor/client basis however and whatever directly or indirectly arising from any default whatever on the part of the Customer under its contract with IPS for services provided or otherwise, the intent being that the Guarantor is primarily liable for the Customer's indebtedness to IPS.

This Guarantee is a continuing guarantee to IPS in respect of services supplied by IPS and shall be unlimited in amount, shall extend to any amount payable by the Customer by way of damages or otherwise and shall extend to any payment initially paid by the Customer but which IPS subsequently disgorges to a liquidator of the Customer as a preference

THIS IS A LEGAL DOCUMENT AND IF YOU ARE IN ANY DOUBT AS TO ITS EFFECT AND MEANING THEN YOU SHOULD SEEK LEGAL ADVICE.

- 7. (B) For the purpose of securing payment to IPS the Guarantor hereby charges all of its or his or her real and personal property (including all property acquired after the date of this Deed) whatsoever and wheresoever situated including land (if any) and all of its or her or his estate and interest therein, in favour of IPS with the payment of all sums of money, whether present, future or contingent, to which the Guarantor may become liable to pay to IPS and covenants to deliver to IPS within seven (7) days of written demand a memorandum of mortgage in registrable form payable on demand and incorporating the covenants contained in Memorandum No.Q860000 registered at the Land Titles Office in Sydney and authorises and consents to IPS taking all actions necessary to give effect to this security including the lodgement of and consent to a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints IPS and any person nominated by IPS severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
- 7. (C) If the charge created by Clause 7(B) is or becomes void or unenforceable, it may be severed from this Deed without any effect on the validity of the remainder of the Deed and the Guarantor shall not be exonerated in the whole or in part, nor shall IPS's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
- 8. A Certificate of Debt duly signed by a representative of IPS shall be prima facie evidence and proof of the moneys owing by the Customer to IPS at that time.
- 9. The Guarantor acknowledges that IPS has afforded it or him or her full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under this Deed prior to the signing of this Deed of Guarantee and Indemnity.
- 10. The Guarantor acknowledges that the Guarantor has made his or her or its own enquiries of the Customer regarding the Customer's past and prospective dealings with IPS and is satisfied as to the extent of his or her or its obligations arising from this Deed of Guarantee and Indemnity. The Guarantor further acknowledges that IPS is under no obligation to notify him or her or it of any changes to its trading terms or dealings with the Customer.
- 11. In interpreting this Deed words incorporating the singular number or the plural number shall include the plural number and single number respectively and where more than one person is included as Guarantor all references to one Guarantor shall be construed as including the plural.
- 12. The Guarantor agrees that this Deed shall be construed according to the laws of the State or Territory of Australia as IPS in its sole discretion determines. Proceedings may be instituted in such State or Territory as IPS may in its sole discretion determine. Failing such determination the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.
- 13. The Guarantor hereby authorises IPS to carry out all such credit enquiries as IPS may in its sole discretion determine. IPS is hereby authorised to provide such information concerning the Guarantor to any other parties as IPS may in its sole discretion determine. The Guarantor hereby indemnifies IPS in respect of any claims or actions arising out of the obtaining or providing of information concerning the Guarantor in exercise of its discretion as outlined herein. The Guarantor hereby consents to any enquiries being made in accordance with the Privacy Act and such consent shall continue until all of the indebtedness of the Customer to IPS has been satisfied.
- 14. The Guarantor hereby acknowledges that IPS have provided them with full disclosure concerning the use of any personal information held by IPS.

IN WITNESS I set my hand and seal here at				
on this				
Signed sealed and delivered by the said Guaran	tor	Signed sealed and delivered by the said Guarantor		
X		X		
in the presence of		in the presence of		
Signature of Witness		Signature of Witness		
Name (please print)		Name (please print)		
Address		Address		

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