

Application for Credit & Guarantee Form



Customer Details

Store Name: _____

Company Name: _____

Trading Name: _____

A.C.N: _____ A.B.N: _____

Business Address: _____

Postal Address: _____

Telephone: _____ Mobile: _____ Fax: _____

Email Address: _____

Accounts Contact Name: _____

Accounts Contact Phone Mobile: _____

Independent/Group Joined: _____

Bank Details

Name of Bank: _____

Branch: _____

Hereinafter called "The Customer"

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Trade References

1: Name: _____

Telephone: _____

2: Name: _____

Telephone: _____

3: Name: _____

Telephone: _____

Credit Department to Complete – Office Only

Date Received: / / 200

Reference 1: _____

Reference 2: _____

Reference 3: _____

Bureau Report:

Comments: _____

Approved: _____

Credit Limit:

Account Number:

Rejected:

Reason:

Credit Managers Signature:

Date: / / 200

Customer Category:

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Director(s)/Proprietor(s)/Guarantor(s) To Complete

Surname: _____

Given Names: _____

Residential Address: _____

Postcode: _____ Date of Birth: / /

Telephone: _____

Surname: _____

Given Names: _____

Residential Address: _____

Postcode: _____ Date of Birth: / /

Telephone: _____

Surname: _____

Given Names: _____

Residential Address: _____

Postcode: _____ Date of Birth: / /

Telephone: _____

Hereinafter called "The Guarantors"

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1. Guarantee

I/We the above named Guarantors hereby agree jointly and severally to be answerable and responsible to Aztec Music Pty Ltd for the due payment by the Customer for all such goods and services as Aztec Music Pty Ltd may from time to time supply to the Customer. I/We acknowledge that this Agreement shall be a continuing Guarantee to Aztec Music Pty Ltd for all debts whatsoever and whensoever contracted by the Customer with Aztec Music Pty Ltd in respect of goods or services supplied or to be supplied to the Customer (including any administration fee payable under 3.2 below). It is hereby agreed and declared that, although as between the Guarantors and the Customer, the Guarantors may be a surety or sureties, yet as between the Guarantors and Aztec Music Pty Ltd, the Guarantors and each of them if more than one shall be deemed to be a principal debtor and liable jointly and severally accordingly. The Guarantors shall not jointly or severally be released by an act, matter or thing the happening of which would release one liable only as surety. This Guarantee shall bind each of the persons executing it notwithstanding that one or more of the persons named in this Guarantee as Guarantor may not execute or may not be bound by this Guarantee.

2. Payment Terms

3.1 Unless otherwise agreed in writing all accounts shall be payable within 30 days from date of invoice or as may otherwise be set out on any invoice or statement of account issued by Aztec Music Pty Ltd. In the event that the payment is not made as agreed, Aztec Music Pty Ltd may at its option withhold further deliveries or cancel any outstanding orders without notice to the Customer and without prejudice to any other action or remedy which Aztec Music Pty Ltd has or might otherwise have had, and all money owing and outstanding to Aztec Music Pty Ltd on any account whatsoever and irrespective of whether the due date on any statement of account has occurred or passed shall become immediately due and payable (including any administration fee payable under 3.2 below).

3.2 The Customer acknowledges and agrees that, if the Customer does not pay the invoiced price of the goods in full within 30 days of the date of the first statement of account that relates to the relevant invoice (or such other date as Aztec Music Pty Ltd may specify), or the Customer breaches any other trading term (including, but not limited to, any term in the Application for Credit and Guarantee Form), the Customer must, in addition to the invoiced price of goods, pay to Aztec Music Pty Ltd an administration fee equal to 2.5% of the invoiced price of the goods. The administration fee will appear on each invoice.

3. Withdrawal of Credit

Aztec Music Pty Ltd may withdraw credit from the Customer at any time without prior notice.

4. Change of ownership

I/We shall advise Aztec Music Pty Ltd in writing of any changes in respect of ownership or address.

5. Terms and Conditions

I/We shall abide by Aztec Music Pty Ltd's conditions of sale as may be advised to us from time to time.

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6. Privacy Legislation

I/We agree, pursuant to the Commonwealth Privacy Act 1988 that disclosures by a Credit Reporting Agency to Aztec Music Pty Ltd, and use by Aztec Music Pty Ltd of the relevant information referred to in the Act may occur for the purpose of assessing this application.

7. Warranty

I/We warrant the accuracy of the information set out in this Application for Credit and Guarantee Form.

All Guarantors to Sign:

Full Name: (print) _____

Signature:

Full Name: (print) _____

Signature:

Full Name: (print) _____

Signature: