

CREDIT ACCOUNT APPLICATION

Department: Hire Sales Both

Details:

Full Name/Company Name: _____

Trading Name: _____

ABN: _____

Street Address: _____

Suburb: _____ State: _____ Postcode: _____

Postal Address: (or "as above" if the same): _____

Suburb: _____ State: _____ Postcode: _____

Telephone: (____) _____ Fax: (____) _____

Main Email Address: _____

Nature of Business: _____

Year Established: _____

Email address for "In the Loop" newsletter that advertises new products, workshops and specials

Sole Traders/Partners/Directors:

Name: _____ Date of Birth: _____ Private Address: _____

Key Personnel:

Director/General Manager: _____

Phone: _____ Email: _____

Accounts Payable: _____

Phone: _____ Email: _____

Purchasing/Staff Anticipated to deal directly with Brisbane Sound Group:

Name: _____ Phone: _____ Email: _____

Requested Credit Limit: Sales: \$ _____ Hire: \$ _____

Anticipated Monthly Purchases: \$ _____

Director's Deed of Guarantee:

This deed made the _____ day of _____ 20_____ hereby

I/We _____ of _____

in consideration of Brisbane Sound Group and any other trading name used by Brisbane Sound Group, I/we are jointly and severally responsible for all monies payable to the Company pursuant to this Credit Account Application (including the Terms and Conditions of Trading detailed in this application). As a separate obligation, I/we agree to indemnify Brisbane Sound Group against all losses, costs and expenses that it may incur by the Debtor not duly and punctually performing its obligations under the said terms. Brisbane Sound Group may exercise all or any of its rights arising under the said terms against me/us personally. My/our liability will not affect by any act omissions or anything which might operate in law or in equity to release me/us from that liability or to reduce my/our liability under this Guarantee.

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of

(Witness)

(Guarantor)

(Guarantor)

Trade References:

1. Name: _____ Contact: _____
Phone: _____ Fax: _____
Email: _____
2. Name: _____ Contact: _____
Phone: _____ Fax: _____
Email: _____
3. Name: _____ Contact: _____
Phone: _____ Fax: _____

(Under the Privacy Act 1988, a credit provider that wishes to obtain a credit reference from another credit provider must obtain the individual's specific written consent for that purpose).

Acceptance:

I _____ of _____ acknowledge and accept Brisbane Sound Group's contractual terms in making this application and in the event of this credit account being approved, I/we agree to abide by same.

I/we agree that Brisbane Sound Group may contact the trade references listed in this document and to access information from Veda Advantage (formerly Baycorp Advantage Business Information Services Ltd) for the sole purpose of assessing this application.

I/we give permission for Brisbane Sound Group to give a commercial reference when I/we apply for credit from other traders .

Authorized Signature: _____

Name (please print): _____

Title/Position: _____

Date: ____ / ____ / 20____

Office Use:

Date Application Received: ____ / ____ / 20 ____

Name of Assessor: _____

Account is Approved Denied Date ____ / ____ / 20 ____

Reason for denial: _____

Letter send to Applicant: Yes No Date Sent: ____ / ____ / 20 ____

Approved Credit Limit: \$ _____ Sales Approved Credit Limit: \$ _____ Hire

Credit limit is for: any period per month per annum

Any special terms: _____

Assessor,

Please provide a copy of pages 1,2 and 4 to the Sales/Hire Manager or both once this application has been processed for the account to be officially opened.

Please provide a copy of page 5 to the Applicant with their acceptance/denial letter.

Email: _____

Please return pages 1, 2, 3 and 4 for processing.

Payment Methods:

Brisbane Sound Group accepts the following methods of payment:

SALES/SERVICE

ABN:	25 671 447 218
Cash:	Payable Monday – Saturday at the premises of Brisbane Sound Group
Cheque:	Payable to “Brisbane Sound Group”
Direct Deposit:	Account Name: Brisbane Sound Group Bank: National Australia Bank Branch: Brisbane, QLD BSB: 084 092 Account: 630 707 836

Fax or email remittance to (07) 3252 7874 or sales@brisound.com.au

Credit Card: Brisbane Sound Group accepts Bankcard, Mastercard, Visa and American Express.

Brisbane Sound Group will charge a 3% merchant fee for all payments over \$10 000.00 by Mastercard, Bankcard, Visa & American Express.
All charges under \$10 000.00 will not incur this merchant fee.

HIRE/PRODUCTION

ABN:	45 223 515 045
Cash:	Payable Monday – Friday at the premises of Brisbane Sound Group
Cheque:	Payable to “Brisbane Sound Hire”
Direct Deposit:	Account Name: Brisbane Sound Hire Bank: National Australia Bank Branch: Brisbane, QLD BSB: 084 004 Account: 473 421 526

Fax or email remittance to (07) 3252 7874 or hire@brisound.com.au

Credit Card: Brisbane Sound Group accepts Bankcard, Mastercard, Visa and American Express.

Brisbane Sound Group will charge a 3% merchant fee for all payments over \$10 000.00 by Mastercard, Bankcard, Visa & American Express.
All charges under \$10 000.00 will not incur this merchant fee.

Terms and Conditions:

1. INTERPRETATION

- "Brisbane Sound Group" - These terms and conditions apply to the goods supplied and services rendered by Brisbane Sound Group and any other trading name used by Brisbane Sound Group.
- "Customer" and all references to customer refers to the purchaser of goods under this agreement
- "Goods" refers to the products, equipment, material or other item, and, if any, services sold by Brisbane Sound Group to the customer.
- "GST" refers to the goods and services tax as imposed by "A New Tax System" (Goods and Services Tax) Act 1999 in Australia.
- This Agreement shall be deemed to be made at Brisbane in the State of Queensland and shall be subject to the law of the State of Queensland.

2. PRICES

- a. A purchase order must be supplied before an invoice and transfer of goods can occur.
- a. The purchase price for goods will be stated on a tax invoice and will INCLUDE GST. Any items that do not incur GST (for example some hearing loop products) will be clearly stated on the invoice.

3. PAYMENT

- a. Brisbane Sound Group will issue statements monthly.
- b. If credit is given, then payment will be made on or before the 28th of the month following in which the goods were supplied or the services were rendered.
- c. Brisbane Sound Group charges a 3% merchant fee for all payments via credit card (Visa, Bankcard, Mastercard and American Express) over \$10 000.00. All other payments under \$10 000.00 will not be charged this merchant fee.
- d. If monies are not paid by the due date, then Brisbane Sound Group has the right to hold the account from any additional purchases until monies have been paid. Brisbane Sound Group also has the right to pursue legal action and list any defaulting account with Verda Advantage (formerly Baycorp Advantage Business Information Services Ltd) if the account becomes grossly overdue.
- e. Accounts that do not comply with our terms and conditions will incur a 2% per month interest charge.
- f. Brisbane Sound Group charges a \$50.00 processing fee for any dishonoured cheque.
- g. Brisbane Sound Group may at any time and without assigning any reason, discontinue the customer's credit or refuse to extend further credit.

4. FREIGHT AND HANDLING

- a. Unless specified by the purchaser, deliveries will be made by a carrier nominated by Brisbane Sound Group, provided however that Brisbane Sound Group shall not be liable for any delay, negligence or other act or omission of the carrier.
- b. Brisbane Sound Group has the right to invoice for any additional freight charges incurred for express freight at the request of the customer and/or the delivery address different from the one listed in this agreement. Brisbane Sound Group will advise of any additional freight charges that are not in agreement verbally or listed on the customer's purchase order.

5. RETURNS

- a. Brisbane Sound Group reserves the right not to accept any returned goods for credit and need not provide the customer with any reason for its refusal. Any goods accepted for return shall be in the original saleable condition and supported by original purchase details.
- b. In cases where Brisbane Sound Group authorises the return of goods, Brisbane Sound Group will only issue replacement goods or issue a credit note in accordance with the following conditions:
 - i. Faulty Goods – claims will only be accepted if the request is made within seven (7) days of the customer receiving the goods.
 - ii. Transit Damage – claims will only be accepted if the request is made within seven (7) days of the customer receiving the goods.

6. TITLE

- a. Brisbane Sound Group reserves the following rights in relation to the Goods until all outstanding monies owed by the customer are fully paid:
 - i. Ownership of the goods
 - ii. To enter the customer's premises, or the premises of any associated company or agent where the goods are located, without liability for trespass or any resulting damage, and take repossession of the goods; and
 - iii. To keep or resell the goods repossessed pursuant to paragraph (ii)
 - iv. The customer acknowledges that until their total indebtedness to Brisbane Sound Group is discharged, the customer holds the goods and services sold as bailee of Brisbane Sound Group and that a fiduciary relationship exists between Brisbane Sound Group and the customer. In the event that the customer sells the goods and/or services to a third party before payment in full for these goods and/or services are made, then the customer in a position of fiduciary shall:
 - (a) Assign to Brisbane Sound Group the benefit of any claim against such customers
 - (b) Account fully to Brisbane Sound Group for the proceeds of the sale of the goods and/or services sold or any part thereof until the customer's total indebtedness to Brisbane Sound Group is discharged.

7. COLLECTION EXPENSES

- a. All expenses, including legal costs associated and disbursements on a solicitor client basis, incurred in the collection of outstanding monies will be payable in full by the customer.

8. LIMITATION OF LIABILITY, EXCLUSION OF WARRANTIES

- a. **Exclusion of Warranties** – To the full extent permitted by law, Brisbane Sound Group excludes all implied representations and warranties.
- b. **Exclusion of Liability** –
 - i. To the full extent permitted by law Brisbane Sound Group excludes all liability however arising for any loss or damage whether direct, indirect, special or consequential (including without limitation, loss of profits or goodwill) arising in any way out of or in connection with this Agreement except to the extent that the Customer suffers direct loss or damage (including loss of profits or goodwill) as a result of any negligent or willful act or omission of Brisbane Sound Group, its employees, agents and servants.
 - ii. Notwithstanding paragraph (i), Brisbane Sound Group's liability to the Customer under or in connection with this Agreement is limited to the amount paid by the Customer under this Agreement. **Limitation of liability** – Without prejudice or admission as to the operation of the Trade Practices Act 1974 or any other legislation, if any term, warranty or condition is implied into this Agreement which by law cannot be excluded, but may be limited, Brisbane Sound Group's liability for any breach of such term, condition or warranty (including to any person claiming through the customer) is limited, at Brisbane Sound Group's option to:

In the case of goods:

- iii. The replacement of goods or the supply of equivalent goods
- iv. The repair of the goods
- v. The payment of the cost of replacing the goods or acquiring equivalent goods
- vi. The payment of the cost of having the goods repaired; or
in the case of services:
 - (a) The supplying of services again; or
 - (b) The payment of the cost of having the services supplied again .

9. WAIVER

A party may not waive any right under this Agreement except in writing. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by another party. A failure or delay in enforcing a right under this Agreement does not constitute a waiver.

10. TERMS AND CONDITIONS FOR HIRE

Every time a customer hires equipment and or production services, a "terms and conditions of hire" contract must be signed. To view a copy of this document, please contact Ph: 3252 4935 or hire@brisound.com.au

Alternatively, the contract can be downloaded at www.brisound.com.au/hire