



Brisbane Sound Group
 ABN: 25 671 447 218 • ACN: 010 875 395
BSG Brisbane Sound Hire
 ABN: 45 223 515 045 • ACN: 088 102 210

73 Toombul Road, Northgate QLD 4013
 Phone: (07) 3257 1040 • Fax: (07) 3252 7874
 Email: admin@brisbanesound.com.au
 Web: www.brisbanesound.com.au

TRADE CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Have you traded with Brisbane Sound Group previously? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Full or Legal Name:			
Trading Name (if different from above):			
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:			
Company Website:			
Phone No:		Mobile No:	
Personal Details: <i>(please complete if you are an Individual)</i>			
D.O.B.:		Driver's Licence No.:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>			
ABN:		ACN:	Date Established <i>(current owners)</i> :
Nature of Business:			
Estimated Monthly Purchases: \$		Credit Limit Required: \$	
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :			
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>			
(1) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No.:	Phone No.:	Mobile No.:	
(2) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No.:	Phone No.:	Mobile No.:	
Authorised Purchasing Staff: <i>(if more than four, please attach a separate sheet)</i>			
1. Name	Phone	Email	
2. Name	Phone	Email	
3. Name	Phone	Email	
4. Name	Phone	Email	
Account Terms: <input type="checkbox"/> 30 Days <input type="checkbox"/> Other: Purchase Order Required For All Orders? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Accounts Email Address:			
Accounts Contact:		Phone No.:	
Trade References: <i>(please provide companies that are willing to do trade references)</i>			
Name:		Address:	Phone or Email:
1.			
2.			
3.			

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /



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I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Brisbane Concert Sound Pty Ltd T/A Brisbane Sound Group Brisbane Sound Pty Ltd T/A BSG Brisbane Sound Hire which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____

Name	
Date	
Position	

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Brisbane Concert Sound Pty Ltd ATF Line Family Trust T/A Brisbane Sound Group and its successors and assigns ("BSG") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to BSG of all moneys which are now owing to BSG by the Customer and all further sums of money from time to time owing to BSG by the Customer in respect of goods and services supplied or to be supplied by BSG to the Customer or any other liability of the Customer to BSG, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with BSG, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to BSG the Guarantor will immediately on demand pay the relevant amount to BSG. In consideration of BSG agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to BSG registering any interest so charged. The Guarantor irrevocably appoints BSG and each director of BSG as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which BSG may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** BSG on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, BSG in connection with:
 - the supply of goods and/or services to the Customer; or
 - the recovery of moneys owing to BSG by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to BSG's nominees costs of collection and legal costs; or
 - moneys paid by BSG with the Customer's consent in settlement of a dispute that arises or results from a dispute between, BSG, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by BSG to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood BSG's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to BSG by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on BSG's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to BSG, each Guarantor shall be a principal debtor and liable to BSG accordingly
- If any payment received or recovered by BSG is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and BSG shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.

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8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to BSG.
9. I/we irrevocably authorise BSG to obtain from any person or company any information which BSG may require for credit reference purposes. I/We further irrevocably authorise BSG to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with BSG as a result of this Guarantee and Indemnity being actioned by BSG.
10. The above information is to be used by BSG for all purposes in connection with BSG considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR 1		GUARANTOR 2 (if required)	
Signed:		Signed:	
Date		Date	
Full Name		Full Name	
Home Address		Home Address	
Date of Birth		Date of Birth	

Executed as a deed this day of 20	Executed as a deed this day of 20
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- Note:
1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s)
 2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

Please complete and sign all sections, read the terms of trade and return this application via:

Email: admin@brisbanesound.com.au

Or

Post: Brisbane Sound Group
 Attn: Accounts
 73 Toombul Road
 Northgate QLD 4013

Please allow up to 14 days for processing

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

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