



Harper Entertainment
Distribution Services



COMMERCIAL CREDIT APPLICATION

Return **original** by post to:
Credit Control

Harper Entertainment Distribution Services
Yarrowa Road (PO Box 264)
MOSS VALE NSW 2577

Enquiries to:
Credit Control
Phone 1300 551 721
Fax 1800 645 547

Harper Entertainment Distribution Services
A Division of HarperCollins *Publishers* Australia Pty Limited (ABN 36 009 913 517)
Head office: Level 13, 201 Elizabeth Street Sydney NSW 2000
Distribution Centre: Yarrowa Road (PO Box 264) Moss Vale NSW 2577

www.harpercollins.com.au
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PLEASE READ THIS WHOLE DOCUMENT AND SEEK ADVICE FROM YOUR ACCOUNTANT OR LAWYER ABOUT ANY PART YOU DO NOT UNDERSTAND. PLEASE COMPLETE ALL THE DETAILS ON THIS CREDIT APPLICATION OTHERWISE YOUR APPLICATION WILL BE DELAYED.

IN THIS CREDIT APPLICATION:

“HEDS”, “US”, “WE” or “OUR” means Harper Entertainment Distribution Services, a division of HarperCollins Publishers Australia Pty Limited (ABN 36 009 913 517); and

“CUSTOMER”, “YOU” or “YOUR” means the entity or persons specified in section 2;

SECTION 1: TERMS AND CONDITIONS

1. This Credit Application must be read in conjunction with our Trading Terms. When you order stock from us, you agree to our Trading Terms. If you don't have a copy of our Trading Terms, please contact our Credit Control Department. Our Trading Terms are updated periodically and any updates will be mailed with your monthly statement.
2. By filling in and signing this Credit Application, you represent:
 - (a) you have read and understood this Credit Application;
 - (b) you have read, understand and agree to our Trading Terms including without limitation Section 15 dealing with the Personal Property Securities Act; and
 - (c) you are making the Credit Application in the course of business and that any stock you acquire from us is for business purposes.
3. After completing this Credit Application we will let you know whether you have been granted commercial credit, and on what terms. Failure to meet agreed payment terms will result in appropriate action including but not limited to enforcement of personal Guarantees.
4. We may regularly review your ongoing credit worthiness.
5. **Privacy Statement:** We collect your personal information to process your Credit Application. This involves conducting the appropriate checks with credit reporting agencies, trade references nominated by you or selected by us, and guarantors of your obligations. We may also conduct appropriate checks on an ongoing basis and report bad debtors to the appropriate agency. The personal details of any guarantor will also be subject to these uses.

We may also use your personal information to assist in providing the products and services you have requested, and to improve our products and services. We or any of our Australian related companies may be in touch to let you know about products, services or promotions which may be of interest to you. We may also share your information with other people or organisations who assist us in providing our products and services.

This company is a part of a global media and entertainment company. We would like to share your information with these overseas related companies so that they can provide assistance in refining our products and services, or contact you with special offers. If you would prefer us not to, please write to our Privacy Officer at Level 13, 201 Elizabeth Street Sydney NSW 2000, facsimile 02 9952 5588, e mail: privacy@harpercollins.com.au. You can access your personal information, subject to exceptions in the *Privacy Act*, by contacting our Privacy Officer.

In addition, by completing this Credit Application you agree that we may obtain from a credit reporting agency personal credit information as well as commercial credit information, and that we may also obtain personal information about you from other credit providers whose names you have provided or that are named in a credit report.

PLEASE USE BLOCK LETTERS WHEN COMPLETING THIS APPLICATION

SECTION 2: YOUR DETAILS

1. Trading Name _____

2. Type of ownership (tick one)

Sole Trader _____ Partnership _____ Company _____ Trustee Company _____ Government _____

If you ticked *Company* or *Trustee Company* you are required to complete the Director's Personal Guarantee at the end of this Credit Application.

3. Registered Company Name (if you are a registered company) or name of partners or sole trader

4. ACN (complete if you are a registered company) _____

5. ABN _____

6. Delivery address for stock

Postcode _____

7. Postal address for invoices and monthly statements

Postcode _____

8. E mail address for monthly statements _____

for credit notes _____

for general enquiries _____

9. Telephone Office _____ Mobile _____

10. Facsimile number _____

11. Describe your business (brief details eg independent book store)

12. How long have you been trading in current location? _____

13. Have any of the people on the application ever had an account with us? Yes _____ No _____

(if yes provide details and account number)

Name(s) _____ Previous Account Number _____

14. If purchasing an existing business, indicate the previous trading name and previous owners

15. Credit limit requested _____

16. If a new customer, estimate opening order \$ _____

estimate monthly purchases \$ _____

SECTION 3: TRADE / CREDIT REFERENCES

(personal references not accepted – at least one reference must be from your bank or credit union)

1. Name _____ Telephone _____
Address _____
Name of your account _____
Your account number _____

2. Name _____ Telephone _____
Address _____
Name of your account _____
Your account number _____

3. Name _____ Telephone _____
Address _____
Name of your account _____
Your account number _____

SECTION 4: AUTHORISED SIGNATORY

Please make sure you have read and understood this Credit Application and Trading Terms, then fully complete, sign and date below. You must be authorised to sign on behalf of the Customer. For Partnerships, all Partners must sign below. (Please attach additional signature page if needed).

I have read, understood, and agree to this Credit Application and the Trading Terms.

Signature: _____ Date: _____

Print full name: _____

Sole Traders/Partners must complete the following:

Home address _____

Previous address _____

Date of birth _____ Driver's licence number and expiry date _____

PLEASE ATTACH A PHOTOCOPY OF YOUR DRIVER'S LICENCE

I have read, understood, and agree to this Credit Application and the Trading Terms.

Signature: _____ Date: _____

Print full name: _____

Sole Traders/Partners must complete the following:

Home address _____

Previous address _____

Date of birth _____ Driver's licence number and expiry date _____

PLEASE ATTACH A PHOTOCOPY OF YOUR DRIVER'S LICENCE

SECTION 5: PERSONAL GUARANTEE

If you selected "Company" or "Trustee Company" you must complete this Guarantee. If there is more than one director then two directors must sign this Guarantee. By signing this Guarantee you become personally liable for any debts incurred by the nominated business or company. If you are unsure of your obligations under this Guarantee you should get independent legal advice before signing it.

In this Guarantee:

"HEDS", "us", "we" or "our" means Harper Entertainment Distribution Services, a division of HarperCollins Publishers Australia Pty Limited (ABN 36 009 913 517);

"Retailer" means the business that makes this Credit Application, or any person, firm or corporation carrying on business in continuation or succession to Retailer (regardless of any change in constitution of the Retailer's present firm); and

"Guarantor" means each of the people who sign this Guarantee.

In consideration of HEDS now or in the future supplying to the Retailer any books or other goods customarily sold by HEDS (the "Goods"), the Guarantor agrees as follows:

1. The Guarantor hereby guarantees to HEDS the due performance by the Retailer of all the Retailer's obligations (whether existing or in future) arising out of each and every supply of Goods (whether supplied before, on or after the signing of this Guarantee). The Guarantor agrees to be personally responsible for any debts that the Retailer owes to HEDS.
2. Where there is more than one Guarantor each Guarantor shall be jointly and severably liable under this Guarantee.
3. This Guarantee shall also extend to the benefit of HEDS's assigns or successors in business.
4. If HEDS gives any indulgence of any kind to the Retailer or Guarantor this will not effect or limit this Guarantee.
5. Any payment made to HEDS and later avoided by the application of any statutory provision shall not release the Guarantor from liability with respect to any such amount. The discharge, extinguishment of, or postponement by bankruptcy or operation of law of any part of the Retailer's debts to HEDS shall not release the Guarantor from liability with respect to such amount.
6. This Guarantee shall be governed by the laws of New South Wales and subject to the non-exclusive jurisdiction of the courts of New South Wales. If any part of this Guarantee is invalid or unenforceable because of any applicable law, then the validity and enforceability of the remainder of this Guarantee shall not be affected.
7. This Guarantee may only be amended in writing between the parties. This Guarantee cannot be deleted, amended or replaced by an agreement between the Retailer and the Guarantor unless HEDS also explicitly agrees in writing.
8. The Guarantor has read and understood the Privacy Statement in the Credit Application. The Guarantor understands that the Guarantor's personal details will be subject to the same checks as nominated for the Retailer.

Trading Name _____

Registered Company Name _____

ABN _____

ACN _____

Read and agreed to by:

Read and agreed to by:

Signature of first Guarantor _____

Signature of second Guarantor _____

Name of first Guarantor _____

Name of second Guarantor _____

Date _____

Date _____

Driver's Licence No. _____ Expiry date _____

Driver's Licence No. _____ Expiry date _____

Date of Birth _____

Date of Birth _____

Signature of witness _____

Signature of witness _____

Name of witness _____

Name of witness _____

Residential address of witness _____

Residential address of witness _____
