

**APPLICATION FOR CREDIT ACCOUNT**

**CREDIT TERMS**

1. Payment of the account is to be made on or before the Payment Due Date as indicated on the Tax Invoice.
2. Credit facilities may be withdrawn on overdue accounts at the company's discretion without notice.
3. Personal Guarantees are required. Two Guarantees are printed on the back of this form. Additional copies may be obtained from our Credit Department.
4. Should any dispute arise it shall be dealt with in the court in the district where The Federal Publishing Company Magazine Group has its registered office and place of business.
5. The company reserves the right to charge interest on overdue accounts (Refer Terms & Conditions).

**TRADING NAME:** \_\_\_\_\_

**REG COMPANY NAME:** \_\_\_\_\_

**ACN:** \_\_\_\_\_ **ABN:** \_\_\_\_\_

**ADDRESS: Business:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Postcode:** \_\_\_\_\_

**Postal:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Postcode:** \_\_\_\_\_

**Business Telephone No:** \_\_\_\_\_ **Business Fax No:** \_\_\_\_\_

**Mobile No:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

<b>FULL NAME AND HOME ADDRESSES OF PROPRIETORS OR DIRECTORS</b>	<b>Drivers Licence No:</b>
_____	_____
_____	_____
_____	_____

**Type of Business (eg. Company, Sole Trader, Partnership, etc.):** \_\_\_\_\_

**BANK AND BRANCH** \_\_\_\_\_

**REFERENCES - Provide names and addresses of main suppliers to whom reference can be made**

1. \_\_\_\_\_ **Tel:** \_\_\_\_\_

2. \_\_\_\_\_ **Tel:** \_\_\_\_\_

3. \_\_\_\_\_ **Tel:** \_\_\_\_\_

I/We hereby apply for the opening of a Credit Account with The Federal Publishing Company Magazine Group and provide the above information in support of the application.

I/We, in consideration of credit facilities being granted, accept and agree to be bound by The Federal Publishing Company Magazine Group Terms & Conditions of trade, which I/We acknowledge having read and also agree to indemnify The Federal Publishing Company Magazine Group for all costs including collection commission that may be incurred should it be necessary to employ Mercantile Agents and/or Solicitors to recover outstanding debts

**APPLICANTS SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The applicant acknowledges that the Company may make enquiries in accordance with the Privacy Act 1988 as to the information provided herein in relation to the Customer, their Directors, Employees and related entities.

The Company reserves the right to use the services of a Mercantile Agency who may contact you for further information

**Office Use Only:**

**Approved By:** \_\_\_\_\_ **Date:** / / **Profile:** \_\_\_\_\_

**Sales Rep Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Account No:** \_\_\_\_\_

**GUARANTEE**

In Consideration of Double Bay Newspapers Pty Ltd (ACN 000 237 598) , General Newspapers Pty Ltd (ACN 000 117 332) and Suburban Publications Pty Ltd (ACN 008 629 767) the proprietors of: **The Federal Publishing Company Magazine Group** of 170-180 Bourke Rd Alexandria (the "Company"), granting credit to.....

of.....  
(the "Customer")

I.....

of.....  
(the "Guarantor") guarantee and bind myself jointly and severally with the Customer in favour of the Company for the payment of any amount which is now due or owing or which may hereafter become due or owing by the Customer to the Company.

It is agreed:

- 1. THAT this Guarantee shall be a continuing Guarantee and shall not be determined by the death of the Guarantor, nor, in the case where the Guarantor is a company, by its liquidation.
- 2. THAT all compositions and payments received by the Company shall be taken as payments in gross and the Guarantor's right to be subrogated in respect thereof shall not arise until the Company shall have received the full amount of the Customer's indebtedness to it.
- 3. THAT no time or other indulgence granted to the Customer nor any variation in the terms of any contract agreement or arrangement between the Company and the Customer nor the release by the Company of any guarantee of security held by the Company shall in any way affect the liability of the Guarantor.
- 4. THAT as between the Company and the Guarantor no cheque, bill of exchange or promissory note received by the Company in respect of the Customer's indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which it is given unless and until the same shall have been met.
- 5. THAT the discharge extinguishment of postponement by bankruptcy, operation of law or otherwise of any part of the indebtedness of the Customer shall not impair, limit or affect the liability of the Guarantor.
- 6. THAT if any payment made to the Company by or on behalf of the Customer or Guarantor shall subsequently be avoided by any Statutory Provision or otherwise such payment shall be deemed not to have discharged the Guarantor's liability and in such event the Company and the Guarantor shall be restored to the position in which they would have been if such payment had not been made.
- 7. THAT the Company shall be entitled to recover from the Guarantor without first taking any steps or proceedings against the Customer.

AS WITNESS our hands this .....day of.....20.....

SIGNED by the said.....

in the presence of:

Signature of Witness ..... Occupation .....

Name of Witness .....

Address .....

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in the presence of:

Signature of Witness ..... Occupation .....

Name of Witness .....

Address .....

1. In these terms & conditions, "FPC" means The Federal Publishing Company Magazine Group a division of Eastern Suburbs Newspapers Partnership and includes its officers, employees and agents. "Advertiser" means the person or organisation placing the advertisement. These Terms and Conditions shall apply to and form part of each order for advertising placed with FPC.
2. The Advertiser, where required by FPC, shall provide a completed Credit Application form and where applicable also provide Directors and/or personal guarantees or security
3. FPC reserves the right to use the services of a credit reporting agency should credit facilities be required by the Advertiser
4. The Advertiser acknowledges that FPC may make enquiries in accordance with the Privacy Act 1988 as to the information provided herein in relation to the Advertiser, its directors (if a company) and related entities
5. The Advertiser shall pay FPC the total Tax Invoice amount for all advertising which shall comprise:
  - a) The amount shown in the Schedule to the order for advertising space used (as varied in accordance with these terms and conditions),
  - b) All other cost or expenses which may be incurred by FPC at the instance of the Advertiser in respect of art work, special typesetting, author correction, film positives and otherwise in respect of the order, and
  - c) All Government taxes and/or charges (including GST).
6. Payment in full of the total Tax Invoice amount shall be made at the head office of FPC and:
  - a) On or before the Payment Due Date Indicated on the Tax Invoice.
  - b) Interest may be charged on overdue accounts from the first day of the second month after the month in which the ad was invoiced at the rate of twelve (12) percent per annum or at two (2) percent more than the prime lending rate of Westpac Banking Corporation as published in the Australian Financial Review on that day, whichever is the greater.
  - c) The Advertiser agrees to pay FPC for any additional expenses incurred in collecting outstanding debts.
  - d) An administration fee will be charged to the Advertiser's account every time a cheque is dishonoured.
  - e) Credit facilities may be withdrawn on overdue accounts at the company's discretion without notice.
7. Where the Advertiser is an approved advertising agent and provided that payment is made in accordance with clause 6(a), the advertising agent shall deduct a commission calculated at 10% of the total Tax Invoice amount except when otherwise noted on the Tax Invoice.
8. The Advertiser acknowledges that FPC in its discretion shall be entitled to do any or all of the following:
  - a) Decline or cancel any advertisement or series of advertisements to which the order relates without stating any reason;
  - b) Postpone the publication of any advertisement at any time or times and from time to time;
  - c) Return or destroy all advertising material which remains in its or its printers possession six months from the last month of publication of the advertisement to which that material relates, without being required to give notice to any person or agency and without in any way being responsible for loss;
  - d) Cut or alter any prints or art work or other materials supplied by the Advertiser in order to conform to mechanical requirements, without being responsible for any loss;
  - e) Place the word "advertisement" on any copy which in FPC's opinion too closely resembles editorial matter.
9. The publication of any advertisement pursuant to the order is strictly subject to FPC's approval, including, but not confined to advertisements which in FPC's opinion, may contravene any provision of the Trade Practices Act 1974, or any other commonwealth or state legislation, or may infringe upon any other parties rights.
10. Any editorial provided by FPC is at its sole absolute discretion, the Tax Invoice amount owed is in relation to the publishing of the advertisement only, or as otherwise agreed in accordance with this agreement. Should editorial not be provided by FPC for any reason, the full Tax Invoice amount shall still be payable to FPC.
11. FPC shall not be liable for any loss or damage whatsoever arising from:
  - a) The failure for whatever reason of any advertisement appearing on any specified date or at all;
  - b) The loss or damage to any positives, artwork or other material provided by the Advertiser to FPC for the advertisements, which shall at all times remain at the risk of the Advertiser.
12. In the event of contra, if the Advertiser fails to provide all or part of the services offered by it in return for FPC's placement of the advertisements in the publication as agreed, the advertiser shall be liable to pay for all the advertisements at FPC's usual standard rate plus any damages incurred.
13. Alterations or Cancellations must be confirmed in writing to FPC two weeks prior to the Publication Booking Deadline. Where, in respect of any series advertising, copy for any issue is not received by FPC by the appropriate deadline date, then FPC shall be entitled to insert in that issue in its place copy previously used for the purposes of the order and to apply the rate applicable to that advertising.
14. Where the order carries a key number, FPC shall take every care to ensure that the order is dealt with correctly but shall not be required to allow any deduction or compensation in the event of an error on publication.
15. Rates:
  - a) The rates stated in the Schedule shall apply to all advertisements published pursuant to the order provided that FPC shall be entitled to alter those rates or any of them at any time and from time to time.
  - b) If FPC shall increase the rates of any of them pursuant to Clause 12(a) then, provided that the Advertiser first pays to FPC the total amount due for all past insertions, the Advertiser shall be entitled to cancel the order in respect of all future insertions.
  - c) Series rates shall apply only in respect of orders placed for completion within a term of twelve months after the booking deadline date of the next issue.
  - d) If the Advertiser for any reason shall alter the space in a term order FPC shall at its sole discretion be entitled to increase or decrease the applicable rates on the actual space used by the Advertiser.
16. The Advertiser warrants that he places the order as principal and that he shall be personally liable to observe these terms and conditions
17. The Advertiser hereby indemnifies and agrees to hold indemnified FPC, its servants and agents and each of them against all liability, claims or proceedings whatsoever which may arise from the publication of any material pursuant to the order, and in particular but without limiting the generality of the foregoing, to indemnify and hold indemnified each and all of them against any action for defamation, slander of title, breach of copyright or infringement of any trade mark, name or description, invasion of privacy or breach of any provision of the Trade Practices Act, 1974
18. Requested positions within the Magazine are subject to FPC's approval. Should the requested position be unavailable, the Advertiser is still liable for the base rate applicable to the advertisement
19. Contracts may be suspended by FPC in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civic disturbances, war, force majeure, legislation, the inability of FPC to procure necessary materials or articles due to any of the foregoing causes or disruptions associated with the advancement of the twenty first century, or any other occurrence preventing or retarding performance of the contract and FPC will not be responsible or liable for any delay, default, loss or damage due to any of the above causes or due to any other cause beyond its control.
20. Ownership of Drawings, Negatives, Positives, Software, Data Files, Graphics, Files:
  - a) Drawings, sketches, paintings, photographs, designs or type settings furnished by FPC; dummies; models or the like devices made or procured and manipulated by FPC and negatives, positives, dyes, plates or cylinders made from FPC's original design, or from a design furnished by the Advertiser, remain the exclusive property of FPC, unless otherwise agreed in writing by FPC.
  - b) Sketches and dummies submitted by FPC on a speculative basis remain the property of FPC. They must not be used for any purpose other than that nominated by FPC. FPC is entitled to full compensation from the Advertiser for any unauthorized use of such sketches and dummies.
21. Unless FPC and the Advertiser agree otherwise, the copyright in all works of art created by FPC is the property of FPC. Further, the Advertiser warrants that the Advertiser has copyright in all works of art supplied by the Advertiser to FPC for the purposes of the order and indemnifies FPC against all liability, losses or expenses incurred by FPC in relation to or in any way directly or indirectly connected with any breach of copyright or of any rights in relation to copyright.
22. FPC has a right of lien over any supplied materials and/or product whatsoever, and after giving fourteen (14) days notice may in its absolute discretion use or apply or dispose of the supplied materials and/or product so to reduce any debt due to FPC or apply the property to compensate for damage.
23. The Advertiser hereby agrees that all or any litigation that arises from this agreement, either for civil claims, damages or breach of contract, shall be subject to the jurisdiction of the appropriate courts in the state of New South Wales and shall be heard in New South Wales.
24. This contract constitutes the entire agreement between the parties, and supersedes all communications, negotiations, arrangements and agreements either oral or written, between the parties with respect to the subject matter of this contract unless otherwise agreed in writing between the parties.