

Madman Entertainment Pty. Ltd.
ABN 78 102 391 373
1-35 Wellington Street, Collingwood, Victoria

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MADMAN
ENTERTAINMENT

Application for Credit & Guarantee Form

**NOTE: Please forward applications either by:
Attention: Accounts Department
Fax: 03 8415 1162**

or

POST: 1 – 35 Wellington Street Collingwood 3066

Customer Details:

Store Name: _____

Company Name: _____

Trading Name: _____

A.B.N: _____

Business Address: _____

P/Code: _____

Postal Address: _____

P/Code: _____

Telephone: _____ **Mobile:** _____ **Fax:** _____

Email Address: _____

Accounts Contact Name: _____

Accounts Contact Phone: _____ **Mob:** _____

Store Managers Name: _____

Purchasing Officer Name: _____

Purchasing Officer Contact: _____

Are you part of a buying group? If so which one: _____

Change of ownership, effective at: _____

Bank Details

Name of Bank: _____ Branch: _____

Hereinafter called "The Customer"- (Refer to terms and conditions)

Trade References

1: **Name** _____ **Telephone:** _____

2: **Name:** _____ **Telephone:** _____

3: **Name:** _____ **Telephone:** _____

Type of industry?

Rental Retail Music

Other (please specify).....

Credit Department to Complete – Office Only

Date Received: _____

Reference 1: _____

Reference 2: _____

Reference 3: _____

Bureau Report:

Comments: _____

Approved: _____

Credit Limit: _____ **Account Number:** _____

Rejected:

Reason: _____

Credit Managers Signature:

Date:

Customer Category:

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"

1. Guarantee

I/We the above named Guarantors hereby agree jointly and severally to be answerable and responsible to Madman Entertainment Pty Ltd for the due payment by the Customer for all such goods and services as Madman Entertainment Pty Ltd may from time to time supply to the Customer. I/We acknowledge that this Agreement shall be a continuing Guarantee to Madman Entertainment Pty Ltd for all debts whatsoever and whensoever contracted by the Customer with Madman Entertainment 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 Madman Entertainment 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. Retention of Title

Madman Entertainment Pty Ltd reserves the following rights in relation to any and all goods supplied by it to the Customer until all accounts and/or monies owed by the Customer to it, (whether for the goods or otherwise) are fully paid:

- 2.1 Legal ownership of the goods;
- 2.2 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 to retake possession of the goods; and
- 2.3 To keep or resell any goods repossessed pursuant to 2.2 above. If the goods are resold by the Customer, the Customer shall hold such parts of the proceeds of any such sale as represents the invoiced price of the goods sold in a separate identifiable account as the beneficial property of Madman Entertainment Pty Ltd and shall pay such amount to Madman Entertainment Pty Ltd upon request.. Notwithstanding the provisions above, Madman Entertainment Pty Ltd shall be entitled to maintain an action against the Customer for the purchase price and the risk of the goods shall pass to the Customer upon delivery.

3. 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 Madman Entertainment Pty Ltd. In the event that the payment is not made as agreed, Madman Entertainment 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 Madman Entertainment Pty Ltd has or might otherwise have had, and all money owing and outstanding to Madman Entertainment 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 Madman Entertainment 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 Madman Entertainment Pty Ltd an administration fee equal to 25% of the invoiced price of the goods. The administration fee will appear on each invoice.

4. Withdrawal of Credit

Madman Entertainment Pty Ltd may withdraw credit from the Customer at any time without prior notice.

5. Change of ownership

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

6. Terms and Conditions

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

7. Privacy Legislation

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

8. 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: _____