

# ONE STOP ENTERTAINMENT PTY LTD

29 Sudbury Street Darra QLD 4076  
P O BOX 870 Mt Ommaney 4074

A.C.N: 056 012 901  
ABN: 1905 6012 901

Ph: 07 3279 2754  
Admin Fax: 07 3279 7931

## APPLICATION FOR 7 DAY COMMERCIAL CREDIT ACCOUNT

The Applicant named below applies for a credit account with One Stop Entertainment Pty Ltd on the terms as laid out within this document:

*PLEASE COMPLETE IN BLOCK LETTERS*

FULL NAME: \_\_\_\_\_ A.C.N \_\_\_\_\_

GST REGISTERED: YES / NO \_\_\_\_\_ A.B.N \_\_\_\_\_

TRADING AS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

TRADING ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

DELIVERY ADDRESS (If different from trading address): \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

STATEMENT TO BE SENT VIA EMAIL YES ( ) NO ( )

REGISTERED OFFICE (if company): \_\_\_\_\_

BUSINESS CONDUCTED AS:	SOLE TRADER	<input type="checkbox"/>	PRIVATE COMPANY	<input type="checkbox"/>
	E-TRADER	<input type="checkbox"/>	PUBLIC COMPANY	<input type="checkbox"/>
	PARTNERSHIP			

DATE OF OWNERSHIP : \_\_\_\_\_

CONTACT NAME FOR ACCOUNTS: \_\_\_\_\_

ACCOUNTS PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT NAME FOR MUSIC PURCHASING: \_\_\_\_\_

ANTICIPATED MONTHLY PURCHASES: \_\_\_\_\_

## DETAILS OF ALL PROPRIETORS OR DIRECTORS

(If insufficient space attach separate sheet with all details as listed)

FULL NAME (S): \_\_\_\_\_

PRIVATE ADDRESS: \_\_\_\_\_

\_\_\_\_\_ STATE: \_\_\_\_\_  POSTCODE: \_\_\_\_\_

HOME PHONE: ( ) \_\_\_\_\_ OWN DWELLING:      RENT DWELLING:

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_ DRIVERS LICENSE NO: \_\_\_\_\_

FULL NAME (S): \_\_\_\_\_

PRIVATE ADDRESS: \_\_\_\_\_

\_\_\_\_\_ STATE: \_\_\_\_\_  POSTCODE: \_\_\_\_\_

HOME PHONE: ( ) \_\_\_\_\_ OWN DWELLING:      RENT DWELLING:

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_ DRIVERS LICENSE NO: \_\_\_\_\_

## CREDIT REFERENCES

1) YOUR ACCOUNT NAME/CODE/NUMBER : \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_

2) YOUR ACCOUNT NAME/CODE/NUMBER : \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_

3) YOUR ACCOUNT NAME/CODE/NUMBER : \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_

# TERMS & CONDITIONS

- (a) I/We hereby apply for the opening of a credit account with One Stop Entertainment Pty Ltd and warrant that the information provided above in support of this application is accurate and true.
- (b)
  - (i) I/We understand and agree that pursuant to this agreement all sums payable to One Stop Entertainment Pty Ltd shall be made in full not later than 7 days from date of invoice or on such terms as One Stop Entertainment Pty Ltd may otherwise notify in writing;
  - (ii) I/We understand and agree that interest at 10% p.a. computed daily is payable and will be charged on all overdue balances;
  - (iii) I/We agree that all moneys payable by us to One Stop Entertainment Pty Ltd are to be paid at 29 Sudbury Street Darra QLD 4076, or any other address designated by One Stop Entertainment Pty Ltd;
  - (iv) I/We understand and agree that One Stop Entertainment Pty Ltd will accept payment by approved credit card, provided I/we have notified One Stop Entertainment Pty Ltd prior to order placement that payment will be made in this manner;
  - (v) I/We understand that where payment is to be made by credit card the applicable amount will be due and payable immediately an order is placed with One Stop Entertainment Pty Ltd;
- (c) The Additional Conditions of Sale attached form part of these Terms and Conditions and I/we agree to abide by and be bound by the same.
- (d) Upon approval and acceptance of this application a binding agreement will be formed between One Stop Entertainment Pty Ltd and the Applicant.
- (e) Where the Applicant is a corporation the personal guarantees of its directors are required and approval of this application is conditional upon their satisfactory provision.

Signature of Applicant (1): \_\_\_\_\_ Position: \_\_\_\_\_

Date / /

Common Seal:  
(If company)

Signature of Applicant (2): \_\_\_\_\_ Position: \_\_\_\_\_

Date / /

Common Seal:  
(If company)

***All applicants to sign this page***

## ADDITIONAL CONDITIONS OF SALE

These terms and conditions apply to all orders placed by the Applicant with One Stop Entertainment Pty Ltd unless otherwise agreed to in writing by One Stop Entertainment Pty Ltd.

### 1. Risk

Goods shall be at the Applicant's risk from the time of the delivery of the goods to the Applicant or its carrier or bailee, whichever shall be the first to occur.

### 2. Title

- (a) Legal and beneficial title to the goods shall not pass from One Stop Entertainment Pty Ltd to the Applicant until such time as the goods purchased by the Applicant from One Stop Entertainment Pty Ltd have been paid for in full and there are no other moneys outstanding by the Applicant to One Stop Entertainment Pty Ltd on any other account whatsoever.
- (b) Until payment in full for the goods purchased by the Applicant from One Stop Entertainment Pty Ltd has been made, the Applicant shall hold the goods solely as bailee of One Stop Entertainment and shall store the goods separately and mark the goods in such a manner as to show that the goods are clearly identifiable as the property of One Stop Entertainment Pty Ltd. Should the Applicant have failed to discharge the obligations imposed by this Clause, the presumption shall be that any goods in the possession of the Applicants corresponding with items invoiced by One Stop Entertainment Pty Ltd to the Applicant are the property of One Stop Entertainment Pty Ltd and the production of the invoice of One Stop Entertainment Pty Ltd shall be accepted as prima facie evidence of title to the goods.
- (c) Notwithstanding that payment in full for the goods has not been received by One Stop Entertainment Pty Ltd, the Applicant may sell or dispose of the goods in the ordinary course of its business provided that the Applicant shall hold the proceeds of sale in a separate and distinct account and as a fiduciary of One Stop Entertainment Pty Ltd to the extent of the amount required to pay for the goods in full.
- (d) The Applicant hereby grants a licence to One Stop Entertainment Pty Ltd, its servant or agents to enter any premises of the Applicant upon which the goods are situated during normal business hours to inspect the goods and retake possession of the same should the purchase price of the goods not be paid in full by due date and the Applicant acknowledges that such access shall be full, free and unhindered and shall not constitute a trespass by the Applicant.

### 3. Applicant's Covenants

The Applicant shall not, without the prior written consent of One Stop Entertainment Pty Ltd:

- (a) Repackage any goods or reproduce any artwork on the packaging of any goods;
- (b) Reproduce any trademark appearing on any goods or the packaging of any goods;
- (c) Make a copy of, sell, hire or offer for sale a copy of any goods, imported for the purpose of distribution, sale or hire any goods, particularly any CD ROM title which is licensed or under sold distribution agreement to One Stop Entertainment Pty Ltd;
- (d) One Stop Entertainment Pty Ltd shall have no liability whatsoever to the Applicant or any other person claiming under or through the Applicant for any consequential loss or damage howsoever suffered or incurred in relation to goods purchased by the Applicant from One Stop Entertainment Pty Ltd including any loss or damage resulting directly or indirectly from any failure, breakdown, defect or deficiency of whatsoever kind or nature in such goods.

### 4. Applicant's Default

- (a) If any payment is not received by One Stop Entertainment Pty Ltd by due date, i.e. net seven (7) days from date of invoice, One Stop Entertainment Pty Ltd shall be entitled to
  - (i) Cancel the Applicant's credit limit and require all future orders by the Applicant to be on a COD basis;
  - (ii) Refuse to supply any other orders until such time as the default is rectified;

*All applicants to sign this page*

**ADDITIONAL CONDITIONS OF SALE**  
**(Continued)**

- (iii) Cancel all back orders;
  - (iv) Exercise the licence granted by Clause 2(d) to enter the premises of the Applicant and retake possession of the goods supplied to the Applicant.
- (b) If any payment received by One Stop Entertainment Pty Ltd by way of cheque or other negotiable instrument is not honoured upon presentation for payment for any reason, One Stop Entertainment Pty Ltd may then impose upon the Applicant an administration fee of \$15.00 plus goods and services tax upon the Applicant who shall then be deemed to be in default of the performance of this agreement;
- (c) One Stop Entertainment Pty Ltd shall be entitled to terminate this agreement upon any of the following:
- (i) The Applicant being in breach of the terms of this agreement for a period of seven (7) days;
  - (ii) The Applicant being a person is declared or made bankrupt or enters into any composition or arrangement with his creditors under Part X of The Bankruptcy Act 1966, or being a company is placed in liquidation or provisional liquidation or has a Receiver or Receiver and Manager appointed to any or all of its assets or has an Administrator appointed to it or enters into any Scheme or Deed of Company Arrangement with its creditors, or if a mortgagee whether itself or by any agent takes possession of any assets of the Applicant or if execution is levied under any Court;
  - (iii) If any Guarantor of the Applicant is declared bankrupt or enters into any composition or arrangement with his creditors under Part X of The Bankruptcy Act 1966.

**5. Returns and Procedure**

- (a) Should the Applicant wish to return goods to One Stop Entertainment Pty Ltd they must obtain a Return Authorisation Number prior to the return of any goods;
- (b) One Stop Entertainment Pty Ltd offers no warranty as to the quality of the product supplied to the Applicant save and except that provided to One Stop Entertainment Pty Ltd by the original manufacturer;
- (c) In the event of the Application being supplied goods which have a genuine manufacturing fault, One Stop Entertainment Pty Ltd will credit the value of those goods to the amount outstanding by the Applicant or for future orders, provided that the Applicant shall:
- (i) return the goods with a completed Return Authorisation Request. The Applicant shall satisfy all cartage costs on goods returned and shall ensure that the goods are returned in good condition free of stickers or sticker residue. Should any goods be received in any other condition, a repackaging fee will be imposed by One Stop Entertainment Pty Ltd;
- (d) For a Credit to be issued to the Applicant for goods incorrectly supplied by One Stop Entertainment Pty Ltd, notification must be given to One Stop Entertainment Pty Ltd by the Applicant within twenty-four (24) hours of delivery of the goods to the Applicant.

Signature of Applicant (1): \_\_\_\_\_

Signature of Applicant (2): \_\_\_\_\_

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*All applicants to sign this page*

## **PERSONAL GUARANTEES BY DIRECTORS**

1. In consideration of One Stop Entertainment Pty Ltd approving and accepting this Application for a Credit Account by the Applicant, we the persons named below as Guarantors hereby jointly and severally guarantee to One Stop Entertainment Pty Ltd the due and punctual payment by the Applicant of all moneys owing or payable by the Applicant to One Stop Entertainment Pty Ltd and the due performance and observance by the Applicant of the Terms and Conditions set out above and of the Additional Conditions of Sale attached.
  
2. The liability of any Guarantor of the Applicant shall not be impaired or affected by:
  - (a) The granting of time or any other indulgence to the Applicant or any other Guarantor whether in respect of the payment of the moneys or otherwise;
  
  - (b) The making of any composition or the entry into any arrangement with the Applicant or any other Guarantor;
  
  - (c) The Guarantor, being a company, being placed in liquidation or provisional liquidation or to the extent permissible by law having an Administrator appointed to it;
  
  - (d) The Applicant if a natural person becoming or being declared bankrupt or entering into any composition or arrangement with his creditors or assigning his Estate or any part thereof for the benefit of his creditors or becoming of unsound mind or dying;
  
  - (e) The absence of notice to the Guarantor of the granting of any further accommodation to the Applicant after the date thereof;
  
  - (f) Any other acts, omissions, delays or defaults on the part of One Stop Entertainment Pty Ltd whereby the liability of the Guarantor would otherwise have been discharged or affected.
  
3. This Guarantee shall be a continuing guarantee and shall not be discharged or released by any payment made by the Applicant or any other Guarantor which is thereafter avoided by statute or otherwise for any reason whatsoever.

### **FIRST GUARANTOR**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

DRIVERS LICENSE NO \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

*Full Name of Witness:* \_\_\_\_\_

*Signature of Witness* \_\_\_\_\_

*Address of Witness:* \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

### **SECOND GUARANTOR**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

DRIVERS LICENSE NO \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

*Full Name of Witness:* \_\_\_\_\_

*Signature of Witness* \_\_\_\_\_

*Address of Witness:* \_\_\_\_\_

STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_