



# APPLICATION FOR CREDIT APPROVAL

## 30 Day Commercial Trading Credit Account

Please provide identification & proof of address.  
Allow 10 working days for approval.

### Applicant Details

business name \_\_\_\_\_ ABN \_\_\_\_\_

business address \_\_\_\_\_

postal address (if different to above) \_\_\_\_\_

website (if applicable) \_\_\_\_\_

type of business \_\_\_\_\_

years business operating \_\_\_\_\_

director (1) \_\_\_\_\_ years as director \_\_\_\_\_

director (2) \_\_\_\_\_ years as director \_\_\_\_\_

is director main account user ? YES / NO

main user \_\_\_\_\_ title \_\_\_\_\_

work ph \_\_\_\_\_ email \_\_\_\_\_

mobile \_\_\_\_\_ drivers licence # \_\_\_\_\_

is business address  owned or  rented ?

years at business address \_\_\_\_\_

name of landlord (if rented) \_\_\_\_\_

landlord contact ph \_\_\_\_\_

### Business Activity

estimated frequency of using Sun Studios \_\_\_\_\_

estimated annual turnover with Sun Studios \_\_\_\_\_



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### Trade References

1.  
 contact \_\_\_\_\_ business name \_\_\_\_\_  
 address \_\_\_\_\_

ph \_\_\_\_\_ email \_\_\_\_\_

2.  
 contact \_\_\_\_\_ business name \_\_\_\_\_  
 address \_\_\_\_\_

ph \_\_\_\_\_ email \_\_\_\_\_

3.  
 contact \_\_\_\_\_ business name \_\_\_\_\_  
 address \_\_\_\_\_

ph \_\_\_\_\_ email \_\_\_\_\_

I certify that I have read & understood the account terms & conditions & will abide to these terms & conditions  
 I also certify that the information given is correct and true.

customer signature \_\_\_\_\_ date \_\_\_\_\_

**office use only**

licence       statement current address       signature checked       references called

comments \_\_\_\_\_

approved by \_\_\_\_\_ date \_\_\_\_\_ account number \_\_\_\_\_



# Deed of Secured Guarantee and Indemnity

In consideration of Sun Studios Australia Pty Ltd (ABN 53 002 954 494) and any of its subsidiary or associated entities or divisions (all of which are referred to as “the Company” providing or continuing to provide goods, services and/or materials to :-

Debtor \_\_\_\_\_  
(registered company name and A.C.N., registered business name, names of each partnership or name of sole trader)  
of (address) \_\_\_\_\_ (the ‘Debtor’)

Guarantor \_\_\_\_\_  
(full name) \_\_\_\_\_ (occupation)  
of (address) \_\_\_\_\_

Guarantor \_\_\_\_\_  
(full name) \_\_\_\_\_ (occupation)  
of (address) \_\_\_\_\_ (the ‘Guarantor’)

The Guarantor enters this Deed and where the Guarantor consists of more than one person jointly and severally agrees with the Company as follows;

1. To guarantee to the Company the payment by the Debtor for goods and/or Materials as may have been supplied or may in future be supplied from time to time at the Debtor’s request and to be answerable and responsible to the Company for the payment by the Debtor of all moneys which are now payable or may become payable by the Debtor to the Company.
2. This guarantee is given for valuable consideration and is a continuing guarantee to the Company for the whole of the Debtor’s indebtedness or liability to it in respect of goods and /or materials supplied to the Debtor on any other account however or whatever arising.
3. This guarantee is binding on the Guarantor’s personal representatives and shall be for the benefit of the Company its successors and assigns.
4. The Company may at any time or times at its discretion and without giving any notice whatsoever to the Guarantor refuse to provide further goods services and/or materials.
5. When the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as Guarantor or jointly and each of the persons severally and regardless of the fact that this deed of guarantee and indemnity is expressed to be signed and given by more than one person and the Deed shall be valid and effectual Guarantee and Indemnity binding against any person or persons immediately on their signing this deed and shall continue to be binding as against each person or persons even if any person proposed or contemplated to sign does not in fact sign this Deed.
6. (a) The Company shall be at liberty at any time to release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this security, give time payment, accept any composition from or make any other arrangements with any of these persons without releasing or discharging the other or others or otherwise prejudicing or affecting the rights and remedies of the Company against the other or others of the persons included as Guarantor provided that any part payment or indulgence granted by the Company in writing shall constitute discharge of liability to the extent of such part payment or indulgence.  
(b) Any payment made by or on behalf of the Debtor which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Debtor’s indebtedness and, in such an event the parties are to be restored to rights which each respectively would have had if the payment had not been made.
7. (a) The Guarantor hereby indemnifies the Company against any and all losses and expenses including legal costs on a solicitor/client basis however and whatever directly or indirectly arising from any default whatever on the part of the Debtor under its contract with the Company for goods and materials or otherwise, the intent being that the Guarantor is primarily liable for the debtors indebtedness to the Company.



# Deed of Secured Guarantee and Indemnity

7. (b) For the purpose of securing payment to the Company the Guarantor hereby charges all of its or his or her real personal property (including all property acquired after the date of this Deed) whatsoever situated including land (if any) referred to in this Deed and all of its or his estate and interest therein, in favour of the Company, with the payment of all sums of money, whether present, future or contingent, to which the Guarantor may become liable to pay to the Company and covenants to deliver to the Company within seven (7) days of written demand a memorandum of mortgage registrable form payable on demand and incorporating the covenants contained in Memorandum No.Q860000 registered at the Land Titles Office in Sydney and authorizes and consents to the Company taking all actions necessary to give effect to this security including the lodgement of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints the Company severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) and such mortgage or other document to give effect to this security.

(c) If the charge created by Clause 7(b) is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated in the whole or in part, nor shall the Company's right, remedied or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.

8. A Certificate of Debt duly signed by an officer of the Company shall be prima facie evidence and proof of the moneys owing by the Debtor to the Company at that time.

9. The Guarantor acknowledges that the Company has afforded it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.

10. The Guarantor acknowledges that the Guarantor has made his own enquiries of the Debtor regarding the Debtor's past and prospective dealings with the Company and is satisfied as to the extent of his obligations arising from this Deed of Guarantee and Indemnity. The Guarantor further acknowledges that the Company is under no obligation to notify him of any changes to its trading terms or dealings with the Debtor.

11. In interpreting this Deed words incorporating the singular number or the plural number shall include the plural number and single number respectively and where more than one person is included as Guarantor all references to one Guarantor shall be construed as including the plural.

12. The Guarantor agrees that this Deed shall be constructed according to the laws of the State or Territory as the Company in its sole discretion determines. Proceedings may be instituted in such State or Territory as the Company in its sole discretion determine. Failing such determination the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales

IN WITNESS I set my hand and seal here at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Signed sealed and delivered by the said Guarantor

x \_\_\_\_\_  
in the presence of

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

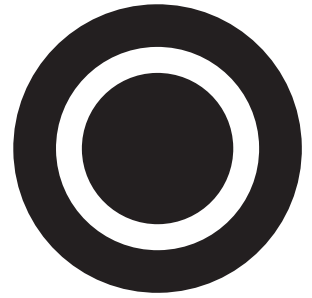
x \_\_\_\_\_  
in the presence of

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

THIS IS AN IMPORTANT LEGAL DOCUMENT AND IF YOU ARE IN ANY DOUBT AS TO ITS MEANING OR EFFECT, THEN YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THE DEED.



# Terms of Trade

All goods and services are sold and supplied by Sun Studios Australia Pty Limited ABN 53 002 954 494 (hereinafter referred to as "the Company" or "Sun") on the following terms:

1. (a) Each order is subject to acceptance by the Company.  
(b) Goods supplied in accordance with customer's order cannot be returned for credit.
2. (a) The prices charged shall be those prices prescribed by the Company at date of dispatch.  
(b) Recommended resale or retail prices appearing in any pricelist are recommended prices only and there is no obligation to comply with such recommendations.  
(c) Unless otherwise advised by the Company in writing:
  - (i) prices do not include GST and other taxes (which if payable shall be to the customer's account) nor installation;

## Payment

3. Account Customer's Credit terms are payment in full, 30 days from the date of invoice and in Australian legal currency. If payment is not received by Sun within that time then liquidated damages at the rate of 12% per annum or as advertised from time to time by Westpac indicator rate plus 3% on any unpaid part of the invoice will apply until payment is received in full. Such liquidated damages are a genuine pre-estimate of the damages sustained by the company as a result of non-payment by the customer by the due by date.

Payment by credit card will incur an additional 2% charge.

Once an invoice is received any queries or disputes regarding changes appearing on the invoice must be directed to Sun's accounts department within 7 days.

## Retention of Title

4. (a) Notwithstanding delivery of the products or their installation, property in any given products shall remain with the Company until the customer has paid and discharged any and all other indebtedness to the Company on any account whatsoever, including all applicable sales taxes and other taxes, levies, and duties. Any payment made by or on behalf of the customer which is later avoided by the application of any Statutory Provisions shall be deemed not to discharge the customer's indebtedness and, in such an event, the parties are to be restored to the rights which each respectively would have had if the payment had not been made.  
(b) The risk in the products shall pass to the customer upon delivery to the customer or his agent or to a transport company nominated by the customer.  
(c) The customer acknowledges that it is in possession of the products solely as a bailee for the Company until payment as defined in clause 3 has been made in full to the Company and until such payment:
  - (i) The customer shall be fully responsible for any loss or damage to the goods and whatsoever and howsoever caused following delivery; and
  - (ii) The customer shall store the products separately from its own goods and those of any Other party and in a manner which clearly identifies the products, whether as separate Chattels or as components, as the property of the Company.
  - (iii) If the products are sold, the customer shall hold the proceeds of sale on trust for the Company and identified as such in the books of the customer and shall account to the Company for those proceeds of sale.  
(d) The customer hereby irrevocably grants to the Company in accordance with the Terms of Trade without in any way being liable to the customer or any person claiming through the customer, the Company shall have the right to sell or dispose of any such products removed or otherwise in its sole discretion and shall not be liable for any loss occasioned thereby.  
(e) If the customer commits an act of bankruptcy, enters into any form of administration or liquidation, makes any composition or arrangement with its creditors, breaches any of these Terms or ceases to carry on business, the Company, without prejudice to any other remedies it may have, has the right to recover from the customer the balance of all monies then owing to the Company by any legal means whatsoever and to take all steps to repossess any products delivered to the customer.

## Delivery

5. (a) Delivery dates or times indicated by the Company on acceptance of order are approximate only and do not constitute a guarantee of delivery by such date.  
(b) If an order covers a number of goods, the Company shall be entitled to amend the order in respect of all or any such goods in which event the normal terms of payment shall apply and no claim shall arise in respect of the shortfall.  
(c) Goods placed on back order shall be supplied immediately they are available unless prior written advice of cancellation is received from the customer.

## Warranty

6. All warranties, conditions and representations whether express or implied other than express warranty stated by the Company in writing are by law unable to exclude or limit its liability. To the extent permitted by law the Company shall not be liable to the customer for loss of general profit or other economic loss, indirect, special consequential, general or similar damages arising under any order or for negligence by the Company or the customer or for any claim made against the customer by any other party, even if the Company has been advised of the possibility of such claim. Provided that where the customer is consumer for the purposes of the Trade Practices Act but the goods or services are not of a kind ordinarily acquired for personal domestic or household use or consumption the liability of the Company shall be limited as determined by the Company:
  - (a) in the case of goods, any one or more of the following:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of the goods;
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - (iv) the payment of the cost of having the goods repaired.
  - (b) in the case of services:
    - (i) the supplying of the services again; or
    - (ii) the payment of the cost of having the services supplied again.

## Claims

7. (a) No claim of any nature whatsoever (other than relating to warranty) will be recognised unless made in writing within seven (7) days of delivery.  
(b) All claims (other than relating to warranty) must be made in accordance with the Company's Returned Goods Policy.  
(c) Goods can only be returned if accompanied by a duly completed copy of the Company's Goods Return Authorisation form.  
(d) If goods are returned other than pursuant to 7(c), a handling charge will be debited to the customer's account.

## Minimum Order

8. Minimum orders: \$200.00 (sales tax exclusive).

## Credit

9. The Company may at any time alter or suspend credit terms, refuse any delivery or cancel unfulfilled orders when in its opinion the financial condition of the customer or the status of the customer's account require it.

## Delays

10. The Company will use its reasonable endeavors to perform its obligations under contract for sale of goods or supply of services, but failure to do so by reason of but not limited to the inability of the Company to obtain supplies from its usual sources, strike, combination of workmen, lockout, riot, revolution, war, mobilisation, epidemic, fire, act of God or any other cause of like or different character whatsoever beyond the control of the Company shall not constitute a breach of contract, nor shall the Company be under any liability to the customer, but the contract shall be deemed to be suspended with liberty to the Company at any time to cancel the contract or any unfulfilled part or to renew the contract upon the cessation of the cause preventing performance.

## General

11. (a) No variation of these Terms of Trade shall be binding on the Company unless approved in writing by the Managing Director of the Company.  
(b) Any time or any other indulgences that the Company may grant to the customer shall not affect the rights of the Company except to the extent to which the Company expressly waives the same in writing and no waiver in respect of any breach of the customer's part of any stipulation binding on the customer shall affect the rights of the Company in respect of any breach.  
(c) Any condition contained in the customer's order or other documentation which may be contrary to or differ from these conditions shall to the extent of any inconsistency be null and void.  
(d) The headings of the clauses of the conditions are intended for convenience only and in no way affect the construction thereof.  
(e) In the event that any provision of these Terms of Trade is held invalid or unenforceable the remaining provisions of these Terms of Trade will remain in full force and effect.  
(f) Notwithstanding anything herein to the contrary, the Company maximum liability under any order shall not exceed the aggregate of the purchase monies received by the Company for that order.