

# alliance

## DISTRIBUTION SERVICES

*A division of Hachette Australia*

**ABN 83 081 516 529**

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CUSTOMER SERVICE: (02) 4390 1300 email: adscs@alliancedist.com.au  
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### COMMERCIAL CREDIT APPLICATION NZ

The Applicant hereby applies for a Commercial Credit Account with Alliance Distribution Services Pty Ltd, ABN 83 081 516 529 (hereinafter referred to as "ADS"). The Applicant submits the following information for this purpose:

#### BUSINESS STRUCTURE (Please select one)

The business is conducted as:

**Sole Trader**  Go to Section 1 **Partnership**  Go to Section 2 **Company**  Go to Section 3 **Trust**  Go to Section 4

#### SECTION 1

##### A. Details of Proprietors ("the Applicant")

1. Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_  
How many years associated with this business: \_\_\_\_\_ D/Lic. No: \_\_\_\_\_
2. Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_  
How many years associated with this business: \_\_\_\_\_ D/Lic. No: \_\_\_\_\_

**Important Note:** Have any of the above persons been subject to Bankruptcy proceedings or owned or been associated with a business which was insolvent or subject to voluntary administration, receivership or winding up proceedings?

Yes /  No. If yes, please supply separate details.

Do any of the above persons have a proprietary interest or hold the position of Director in any other business?

Yes /  No. If yes, please supply separate details.

**Please proceed to Section 5**

#### SECTION 2

##### A. Details of Partners ("the Applicant")

1. Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_  
How many years associated with this business: \_\_\_\_\_ D/Lic. No: \_\_\_\_\_
2. Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_  
How many years associated with this business: \_\_\_\_\_ D/Lic. No: \_\_\_\_\_

**Important Note:** Have any of the above persons been subject to Bankruptcy proceedings or owned or been associated with a business which was insolvent or subject to voluntary administration, receivership or winding up proceedings?

Yes /  No. If yes, please supply separate details.

Do any of the above persons have a proprietary interest or hold the position of Director in any other business?

Yes /  No. If yes, please supply separate details.

**Please proceed to Section 5**

**SECTION 3****A. Company Information ("the Applicant")**

Registered Name of Company: \_\_\_\_\_

NZ GST Number: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

**B. Details of Directors**

1. Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

How many years associated with this business: \_\_\_\_\_ D/Lic. No. \_\_\_\_\_

2. Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

How many years associated with this business: \_\_\_\_\_ D/Lic. No. \_\_\_\_\_

**Important Note:** Have any of the above persons been subject to Bankruptcy proceedings or owned or been associated with a business which was insolvent or subject to voluntary administration, receivership or winding up proceedings?  Yes /  No. If yes, please supply separate details.

Do any of the above persons have a proprietary interest or hold the position of Director in any other business?

 Yes /  No. If yes, please supply separate details.**Important Note: Please complete the attached Deed of Guarantee and Indemnity****Please Proceed to Section 5****SECTION 4****A. Trust Information ("the Applicant")**

Registered Name of Trust: \_\_\_\_\_ IRD Number.: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

**B. Details of Trustees**

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Residential Address \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

How many years associated with this business: \_\_\_\_\_ D/Lic. No: \_\_\_\_\_

Name of Manager of Trust: \_\_\_\_\_

Address (if not disclosed above): \_\_\_\_\_

Names of Beneficiaries of the Trust: \_\_\_\_\_

Address (if not disclosed above): \_\_\_\_\_

**Important Note:** Have any of the above persons been subject to Bankruptcy proceedings or owned or been associated with a business which was insolvent or subject to voluntary administration, receivership or winding up proceedings?  Yes /  No. If yes, please supply separate details. Do any of the above persons have a proprietary interest or hold the position of Trustee or Director in any other business?  Yes /  No. If yes, please supply separate details.**Important Note: Please complete the attached Deed of Guarantee and Indemnity****Please Proceed to Section 5****SECTION 5 - BUSINESS DETAILS**

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

Nature of Business: Retail:  Wholesale:  Online Only : Specialist:  please name eg: children's, romance etc. \_\_\_\_\_Other:  please name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Alternate Contact Name: \_\_\_\_\_

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

Full Street Address: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Web Address: www. \_\_\_\_\_

Postal Address: Post Office Box No: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Full Delivery Address: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Do you have an existing account with ADS for another retail store location?  Yes /  No

If yes, please advise Account Number/s: \_\_\_\_\_

**SECTION 6 - DETAILS OF PRIOR OWNERS (if applicable)**

Prior Legal Name: \_\_\_\_\_  
 Full Name of Prior Owner: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_  
 Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Date Business Acquired or Takeover Date: \_\_\_\_\_

**SECTION 7- CREDIT REFERENCES**

(References from associated entities are not acceptable)

	Company Name	Contact Name	Telephone No.	Email.
Accountant/Auditor	_____	_____	_____	_____
Supplier:	_____	_____	_____	_____
Supplier:	_____	_____	_____	_____
Supplier:	_____	_____	_____	_____

**SECTION 8- BANK DETAILS**

Name: \_\_\_\_\_ A/C Number: \_\_\_\_\_  
 Branch: \_\_\_\_\_ Telephone No: \_\_\_\_\_

**SECTION 9- OTHER DETAILS (Must be completed)**

Major suppliers/other publishers: \_\_\_\_\_  
 \_\_\_\_\_  
 Premises:  Freehold/ Leasehold  
 Paid Up Capital of Company: \_\_\_\_\_  
 Expected Average Monthly Value of Account: \_\_\_\_\_  
 Back Orders Required:  Yes |  No Partial Back Orders Allowed:  Yes /  No  
 Invoice order sorted. by Order Number  by Title  by Publisher/Order Number  by Publisher/Title   
 Email documents: Credit Notes:  Yes /  No. Statements:  Yes /  No. RA's:  Yes /  No. Copy Invoices:  Yes /  No.  
 E-Mail Address: \_\_\_\_\_

1. The Applicant agrees to supply ADS with such further information as is required to assess this application for Commercial Credit. Furthermore the Applicant irrevocably authorises ADS to have access to credit information kept by a credit reporting agency, bank or the above credit references for purposes of assessing this application and my/our credit history or credit worthiness consistent with the Privacy Act. If the Applicant is a Sole Trader or Partnership, the Applicant irrevocably authorises ADS to have access to personal credit information kept by a credit reporting agency, bank or the above credit references as consistent with the Privacy Act.
2. The Applicant acknowledges that certain items of personal information contained in this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency, subject to the provisions of the Privacy Act.
3. The Applicant authorises ADS to obtain a Commercial Bankers Opinion from the Applicant's bank for purposes connected with the above trade, business or profession.
4. ADS reserve the right to grant or refuse this application for commercial credit at its sole discretion.
5. By the Applicant's signature below, the Applicant acknowledges acceptance of the Standard Terms and Conditions of Sale set out in this document in respect of the provision of credit by ADS.
6. ADS adhere to the National Privacy Principles and a copy of ADS's Privacy Statement can be obtained from ADS's General Manager on request.

**SIGNATURE BY APPLICANT (If a company, an authorised Director to sign. If a partnership, all partners to sign. If a sole trader, all owners to sign. If a trust, all trustees to sign):**

I, (please print name) \_\_\_\_\_ certify that I am authorised to complete this Commercial Credit Application Form and accept the Terms and Conditions of Sale on behalf of \_\_\_\_\_ and that the information given is correct.

Signature: \_\_\_\_\_ Position: \_\_\_\_\_ Date \_\_\_\_\_

I, (please print name) \_\_\_\_\_ certify that I am authorised to complete this Commercial Credit Application Form and accept the Terms and Conditions of Sale on behalf of \_\_\_\_\_ and that the information given is correct.

Signature: \_\_\_\_\_ Position: \_\_\_\_\_ Date \_\_\_\_\_

**ALLIANCE DISTRIBUTION SERVICES PTY LTD**  
**ABN 83 081 516 529 / NZ GST 85-025-902**  
**STANDARD TERMS & CONDITIONS OF SUPPLY**

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## General

ADS is the agent for the distribution of books and other goods of publishers distributed by ADS. These conditions are the terms on which ADS supplies books and other goods to Customers. They should be read in conjunction with each publisher's own terms of trade. To the extent of any inconsistency between these conditions and the publisher's terms of trade, the publisher's terms of trade prevail. These conditions apply to the exclusion of all other terms, including any terms which may be contained on a Customer's order. These conditions may only be varied with the written authority of the General Manager of ADS.

## 1. ORDERS

### Supply of orders

Goods ordered by Customers are supplied subject to availability. ADS will attempt to meet scheduled delivery dates:

- but is not liable for any loss or damage resulting from a delay in or failure to supply; and
- reserves the right to reduce the size of an order or not supply an order where goods are out of stock, in short supply or otherwise not available.

### Back orders

Goods which are out of stock but which are expected to be available at a future date will be recorded by ADS for later supply unless the Customer otherwise notifies ADS in writing.

### Minimum orders

A minimum order is any order which is less than the ADS minimum order threshold stated in the ADS schedule of charges, calculated on the Recommended Retail Price (RRP) as determined in paragraph 2 (Minimum Order). Any part of any order that includes NYP, NST or OP titles is not taken into account in determining a Minimum Order. Subject to the following paragraph, ADS will hold any order which is less than the Minimum Order until the earlier of 28 days (in which case the surcharge in the following paragraph will apply) or until further orders are received from the same Customer which bring the order to a Minimum Order, or On the written request of the Customer, ADS will release orders of less than the Minimum Order on acceptance by the Customer of a small order surcharge will apply as stated in the ADS schedule of charges

### Electronic order processing

Orders placed electronically are considered to be valid orders if:

- for orders placed by Electronic Data Interchange, the Customer's SAN number and password are used; and
- for orders placed by other electronic means (such as barcode scanners, etc.), a valid Order Number is used or an Order Confirmation is signed by the Customer.

## 2. Price

### RRP

Publishers will determine the RRP (inclusive of GST) of their goods and may vary the RRP from time to time without notice.

### Point of sale price

The Customer is not obliged to sell goods at the RRP.

## 3. Delivery

### Freight

Freight on delivery of goods to the Customer is charged as follows:

- for each order equal to or greater than the Minimum Order-no charge; and
- for each order less than the Minimum Order see minimum order charge.

### Shortages

All claims for shortages must be received by ADS within 7 days after delivery and must specify the relevant invoice number and the details of the shortage including ISBN, title and quantity. ADS is not liable or claims received after this time.

### Goods refused

If a Customer refuses delivery of goods ordered by the Customer (other than where the goods are damaged or defective), the Customer must pay ADS immediately on demand an amount determined by ADS to recover ADS's administration and other costs and loss of profits.

### Damaged or defective goods

ADS will approve a credit and if required by the customer, re-invoice freight free on replacement (subject to availability)

- defective goods; and
- goods damaged in transit, subject to the Customer notifying ADS of the defect or damage within 7 days after delivery (including the ISBN, title, quantity and related invoice number) and the Customer returning the goods to ADS within 2 months after the date of ADS's approval. ADS will issue a credit note for any such approved returns and re-invoice for any replacements

## 4. Goods Supplied on a Sale or Return Basis

### Credit

Goods may be returned to ADS for credit only as permitted under this paragraph 4 or otherwise in accordance with these conditions.

### Supply of goods on a 'sale or return basis'

Goods are supplied on a sale or return basis unless they are designated 'Firm Sale', NST (non-stockholding titles) or indent. For the purpose of this paragraph, 'sale or return' means where ADS has supplied goods on the basis that the Customer can apply to ADS to return the goods to ADS if they are not sold. Returns must be authorised by ADS and are subject to:

- the returns being as per the individual publisher terms of trade; and
- the returned goods being received at ADS or its freight agent in NZ in mint, saleable condition and without in-store pricing.

Any goods returned to ADS or its nominated Freight Agent in NZ that are considered by ADS to be in non-mint or unsaleable condition or bearing any in store pricing may be returned to the Customer at the Customer's expense, including a handling fee. The Customer must bear the cost of returning authorised returns to ADS nominated freight agent and until otherwise advised will be in Auckland.

### Returns authorisation

ADS or Publishers distributed by ADS may at any time limit the quantity of sale or return goods which it will authorise for return.

To facilitate authorisation of returns, the Customer must provide ADS with a request for return in writing. All requests for returns must specify the relevant invoice number, ISBN, title and quantity.

Once a request for return has been authorised ADS will issue a returns authority in writing -

## Unauthorised returns

If any goods are returned to ADS other than in accordance with this paragraph 4, ADS may:

- return them to the Customer at the Customer's expense, including a handling fee; or
- if the Customer's account details do not enable ADS to return the goods, dispose of the unauthorised returns as it sees fit without any credit to the Customer.

## Not our publication

ADS will not accept returns of goods which were not or have subsequently ceased to be distributed by ADS. ADS may, at its own discretion, dispose of any such goods as it sees fit

### Backlist

Backlist titles (unless reissued) are supplied on a firm sale basis. A title becomes backlist on the anniversary of the first day of the month following the month of the publication or reissue (for example, a title which is published on 15 March 2002 becomes Backlist on 1 April 2003).

### Tertiary and educational titles

Each publisher will determine the return rights in relation to text orders for tertiary, professional and educational titles, including orders placed for student course use.

### Packaging of authorised returns

The Customer must return the goods in cartons which:

- arrive in the ADS warehouse no later than 2 months after the date of authorisation;
- bear the ADS returns authorisation number clearly marked on the exterior of each carton;
- indicate clearly the number of cartons being returned (for example, Carton 1 of 1, Carton 2 of 2); and
- do not exceed 16 kg weight per carton.

### Delivery of authorised returns

In all cases, delivery of returns will be at the Customer's risk and ADS will not be responsible for any non-delivery, damage or shortage.

### Credit for returns

All adjustments for returns will be by way of credit note adjusting the Customer's account with ADS.

Credit notes and credit balances cannot be redeemed in cash.

## 5. Release

The Customer must not release or disclose titles prior to the "In Store Date" or "On Sale Date" notified by the publisher.

## 6. Invoices

### Price

All goods are invoiced by ADS at the RRP (including GST) less any discount agreed between the Customer and the publisher or at a net price agreed between the Customer and the publisher.

### Goods and Services Tax (GST)

In relation to any GST payable by ADS for a taxable supply (as defined under GST law) of goods, the Customer must pay the GST subject to ADS providing a tax invoice (as defined under GST law). GST is payable by the Customer without any deduction or set off for any other amount at the same time as the payment for the goods is due

### Currency

Prices are expressed in New Zealand currency, unless otherwise stated.

### Discount

Each publisher will determine the discounts for individual Customers and may vary these discounts at any time.

### Order of items on invoice

While ADS invoices usually list goods on the invoice in alphabetical order by title within each separate order number, the Customer may in writing request ADS to list the goods alphabetically by title.

## 7. Credit

### Credit limit

ADS will determine a credit limit for each customer ADS may for any reason terminate a Customer's credit at any time.

ADS is not liable for any loss or damage suffered by

the Customer as a result of termination of a Customer's credit or a change in a Customer's credit limit.

ADS is not obliged to fill an order where the Customer's order exceeds the Customer's credit limit

### Change of Ownership

A Customer who has transferred ownership of its business to a new owner remains liable for outstanding invoices unless the new owner advises ADS in writing that it accepts liability for these invoices. The new owner has no right of return until the invoices have been paid.

### Change in business structure

The Customer must inform ADS in writing within 7 days of any change in its business or corporate structure, including a change in ownership.

## 8. Payment

### Payment terms

The Customer must pay ADS in full for goods supplied by ADS on credit within 30 days after the end of the month in which they are invoiced or as otherwise agreed. The Customer may be charged interest on any overdue amount at a rate of 1% above the National Australia Bank Base Indicator Rate (Business) calculated on a daily basis from the due date to the date of payment.

### Stop supply

If payment is not received by the due date, ADS may without notice to the Customer place the Customer on stop supply until payment is received in full, including any applicable interest.

On the second or subsequent occasion a Customer is placed on stop supply, ADS may without further notice terminate the Customer's credit.

### Unauthorised deduction of returns claims

The Customer must not deduct from an invoice or payment returns claims which are not subject to a credit note issued by ADS.

### Disputed amounts

The Customer must advise ADS of any disputed invoices or accounts within 10 days after the date of invoice and, if the matter cannot be resolved between the Customer and ADS, must refer the matter to dispute resolution in accordance with paragraph 11. If there is an amount in dispute the Customer must pay the undisputed amount as it is due.

### Collection costs

The Customer must reimburse all costs incurred by ADS in collecting outstanding amounts, including the fees of any agents or lawyers engaged by ADS for this purpose.

### Immediate payment

Notwithstanding any other term of these conditions, the Customer must pay all outstanding amounts immediately if:

**ALLIANCE DISTRIBUTION SERVICES PTY LTD**  
**ABN 83 081 516 529 / NZ GST 85-025-902**  
**STANDARD TERMS & CONDITIONS OF SUPPLY**

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- a) the Customer breaches any of these conditions, any undertaking given to ADS or any term of any credit arrangement;
- b) the Customer is a natural person and is declared bankrupt or commits an act of bankruptcy; or
- c) the Customer is a company and is unable to pay its debts when due, is wound up, has a receiver or receiver and manager appointed, is placed under official management, enters into any arrangement or compromise with its creditors or members, or if any resolution is proposed which would, if passed, result in its being wound up voluntarily or otherwise becomes subject to any form of external administration.

Signed on Behalf of:

#### 9. Title and Risk

##### Title

Title to goods delivered to the Customer remains with ADS until ADS has been paid in full for the goods. If payment is made by cheque, payments occur when ADS receives the amount of the cheque in cleared funds

ADS will not accept payment by way of credit card (unless cash with order).

If ADS does not receive payment for goods when payment is due, ADS or its nominee is entitled to enter the Customer's premises and re-take possession of the goods.

The Customer must insure the goods from the date of delivery to the date title in them passes to the Customer or until the sale of the goods in accordance with this paragraph, whichever is the earlier

Until title to the goods passes to the Customer

(a) the Customer holds the goods solely as fiduciary and bailee or ADS; and

(b) subject to this paragraph, the Customer may sell the goods but as fiduciary and bailee for ADS and the proceeds of sale or any other proceeds arising from the goods or an insurance claim regarding the goods must be held in a separate account in trust for ADS

If the Customer suffers from any form of external administration, the Customer's right to sell the goods automatically terminates

##### Risk

Goods delivered to the Customer are at the Customer's risk from the time of delivery of them to the Customer or such person or premises as the Customer directs.

#### 10. Liability

##### Implied terms

To the extent that the terms implied under the *Competition and Consumer Act 2010* apply to goods supplied by ADS, ADS's liability for any breach of those terms is limited to either supplying the goods again or paying the cost of having them supplied again.

##### Cap

ADS's liability under these conditions is limited to the amount paid by the Customer for the goods.

In no event will ADS be liable to the Customer (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit which may arise under these conditions or otherwise in respect of goods ordered or supplied.

#### 11. Dispute Resolution

##### Dealing with disputes

The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings

If a party requires resolution of a dispute it must do so in accordance with the provisions of this paragraph 11 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except

in the case of applications for urgent interlocutory relief or a breach by the other party of this paragraph 11

##### Resolution by management

If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party.

If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, the provisions of the following paragraph will apply

##### Conciliation

Differences or disputes must be submitted to conciliation in accordance with and subject to The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules.

A party may not commence proceedings in respect of the dispute unless the dispute is not settled by conciliation within one month after submission to conciliation, or such other time as the parties agree

#### 12. General

##### Waiver

A failure by ADS to exercise a right under these conditions or to enforce any of these conditions does not constitute a continuing or future waiver of any right.

##### Force majeure

If ADS is prevented from or delayed in complying with any obligation under these conditions by anything which is beyond the reasonable control of ADS, that obligation will be suspended during the time that ADS is prevented from or delayed in complying with the obligation.

##### Severance

If any provision of these terms is wholly or partially void or unenforceable that provision is deemed severed to the extent that it is void or unenforceable. The validity or enforceability or the remainder of these provisions is not affected.

##### Variation

ADS may from time to time by notice to Customers vary these conditions. A variation takes effect despite any accidental failure to give notice to any Customer.

##### Governing law and jurisdiction

These conditions are governed by and must be construed in accordance with the laws of New South Wales, Australia

Each party:

- a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
- b) waives any right to object to proceedings being brought in those courts for any reason

Full business trading name

NZ GST No.

Full company name

Company Number:

Authorised Signatory

Date

Name and Title

# alliance

## DISTRIBUTION SERVICES

*A division of Hachette Australia*

### GUARANTEE AND INDEMNITY

9 Pioneer Avenue, Tuggerah NSW 2259  
 TELEPHONE: (02) 4390 1300 FAX: (02) 4390 1333  
 CREDIT CONTROL: (02) 4390 1320  
 Creditnet@alliancedist.com.au

#### Details of Directors or Guarantors

1. Name: \_\_\_\_\_ 2. Name: \_\_\_\_\_  
 Private Address: \_\_\_\_\_ Private Address: \_\_\_\_\_  
 3. Name: \_\_\_\_\_ 4. Name: \_\_\_\_\_  
 Private Address: \_\_\_\_\_ Private Address: \_\_\_\_\_

THIS DEED OF GUARANTEE AND INDEMNITY is made on the date set out in the Schedule between the following parties:  
 1. THE GUARANTOR described in the Schedule and, if more than one Guarantor is described in the Schedule, each of those Guarantors jointly and severally (the "Guarantor"); and  
 2. ALLIANCE DISTRIBUTION SERVICES PTY LTD ABN. 83 081 516 529 of 9 Pioneer Avenue, Tuggerah NSW 2259 (the "Creditor").  
 THIS DEED WITNESSES that in consideration of the Creditor agreeing to permit the Debtor described in the Schedule to acquire goods or services on credit, or to continue to acquire goods or services on credit, during any period following the date of this deed and in consideration of the mutual covenants contained in this Deed, the Guarantor and the Creditor agree:

**1. Guarantee**

1.1 The Guarantor unconditionally and irrevocably guarantees to the Creditor and undertakes to procure the due and punctual payment by the Debtor of all amounts payable by the Debtor to the Creditor on any account whatsoever (the "Guaranteed Moneys").

1.2 In this deed Guaranteed Moneys means all amounts which at any time for any reason or circumstance in connection with any agreement, transaction, document, instrument (whether negotiable or not), event, act, omission, matter or thing whatsoever, whether at law, in equity, under statute or otherwise, (and whether or not of a type within the contemplation of the parties at the date of this deed):  
 (a) are payable, are owing but not currently payable,

are contingently owing or remain unpaid by the Debtor to the Creditor on its own account or for the account of any other person; or

(b) the Creditor is liable to pay by reason of any act or omission of the Debtor or has paid or advanced in the protection of its legitimate interest following an act or omission by the Debtor.

1.3 If the Debtor does not pay the Guaranteed Moneys on time and in accordance with any agreement which imposes the obligation to pay it, then the Guarantor agrees to pay the Guaranteed Moneys to the Creditor on demand from the Creditor (whether or not demand has been made by the Creditor on the Debtor). A demand may be made by the Creditor at any time and from time to time.

**2. Indemnity**

2.1 The Guarantor indemnifies and must keep the Creditor indemnified, on an actual indemnity basis, against any damage, loss, cost, charge, expense or payment that the Creditor pays, suffers or incurs or is liable for in respect of:

(a) any failure by the Debtor duly and punctually to pay any amount payable by the Debtor to the Creditor on any account whatsoever; and

(b) the liability of the Debtor being unenforceable in whole or in part as a result of any lack of capacity, power or authority on the part of the Debtor or for any other reason.

**3. Effect of Guarantee and Indemnity**

3.1 The guarantee and indemnity set out in clauses 1 and 2: (a) are continuing obligations of the Guarantor despite any settlement of account or the occurrence

of any other thing and remain in full force and effect until all amounts on any account whatsoever payable by the Debtor to the Creditor are paid in full;

(b) are separate and independent obligations of the Guarantor and neither limits the generability of the other;

(c) are not revoked by the Guarantor ceasing to be a director and/or a shareholder of, or ceasing to be otherwise associated with, the Debtor; and

(d) are absolute, unconditional and irrevocable and will not be prejudiced or otherwise affected by anything which but for this clause might have that effect, including but not limited to the Creditor withdrawing or cancelling the credit of the Debtor or not permitting the Debtor to acquire goods or services on credit or refusing to supply goods or services to the Debtor, any time or other indulgence granted to the Debtor by the Creditor, or any waiver by the Creditor, or by any other matter, event or circumstance that might otherwise prejudice or otherwise affect the guarantee and indemnity whether or not the Guarantor consents thereto, and the Guarantor waives in favour of the Creditor all rights as surety and all rights of subrogation.

**4. Proper Law**

4.1 The proper law of this deed is the law of or applicable in New South Wales and the parties submit to the jurisdiction of the courts of New South Wales and all courts having jurisdiction in appeal from the courts of New South Wales

**Schedule**

Date: \_\_\_\_\_ Debtor(s): \_\_\_\_\_

SIGNED by the said: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
 (Signature of Guarantor) (Signature of Witness)

\_\_\_\_\_  
 (Print name of Guarantor) (Print name of Witness)

SIGNED by the said: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
 (Signature of Guarantor) (Signature of Witness)

\_\_\_\_\_  
 (Print name of Guarantor) (Print name of Witness)

SIGNED by the said: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
 (Signature of Guarantor) (Signature of Witness)

\_\_\_\_\_  
 (Print name of Guarantor) (Print name of Witness)

SIGNED by the said: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
 (Signature of Guarantor) (Signature of Witness)

\_\_\_\_\_  
 (Print name of Guarantor) (Print name of Witness)

Secretary/Director: \_\_\_\_\_ Director: \_\_\_\_\_  
 (Signature of Secretary/Director) (Signature of Secretary/Director)

\_\_\_\_\_  
 (Print name of Secretary/Director) (Print name of Secretary/Director)

For Office Use Only:	
Secretary Director (Please sign here)	Director (Please sign here)
Name (Please print name here)	Name (Please print name here)