Live Event Logistics Pty Ltd

PO Box 3011 Austinmer NSW 2515 Australia

ABN 39 609 861 118

PH: 0488-668-088

CREDIT ACCOUNT APPLICATION

ACCOUNT NAME	Customer's Legal Name: Registered Trading Name:		
	Account Contact:	Phone No:	
	Email Address:	Fax No:	
	A.B.N:	A.C.N:	
	Registered for GST? Yes/No	Registration:	

ADDRESS	Shipping Address:
	Address for Invoice:

TRADING DETAILS	Sole Trader Partnership Private Company Public Company	
	Other incorporated body Municipal/Government Charity	
	Type of Business: Establishment date: If a subsidiary, provide parent company details and registered address:	

DIRECTOR/S	Name:	Name:
PROPRIETOR/S	Residential Address:	Residential Address:
	Driver Licence No.	Driver Licence No.

BUSINESS / TRADE REFERENCES

Please list names, addresses, telephone and fax numbers from whom references can be obtained

1.	
2.	
3.	
4.	

I/we hereby certify that I/we have read and understood this Credit Account Application and *Live Event Logistics Pty Ltd's* Terms and Conditions incorporated in this Application and agree to be bound by them. I/we certify that the information provided by me/us in this Credit Application is true and correct. Should any change occur to the information provided by me/us in this Credit Application, I/we undertake to immediately notify *Live Event Logistics Pty Ltd* of all the details of such change. I/we acknowledge that *Live Event Logistics Pty Ltd* may withdraw or limit credit facilities at its absolute discretion without notice.

SIGNATURE

DATE

NAME:

POSITION:

DIRECTORS' GUARANTEE & INDEMNITY

At the request of the Customer and the Guarantor/s, *Live Event Logistics Pty Ltd* agrees to provide credit to the Customer in consideration of this guarantee and indemnity being given by the Guarantor/s.

I/We (also referred to as the "Guarantor/s") unconditionally and irrevocably:

- 1. <u>Guarantee</u> the due, prompt and punctual performance of all of the Customer's obligations contained or implied within this Application. If the obligation is to pay money, *Live Event Logistics Pty Ltd* may recover the money from the Guarantor/s as a liquidated debt.
- Indemnify: Live Event Logistics Pty Ltd against any losses, charges and expenses which Live Event Logistics Pty Ltd may incur as a result of any default by the Customer under the Credit Account or the enforcement of this Guarantee, including but not limited to the costs of collection and legal costs.

I/We further acknowledge and agree that:

- 3. This Guarantee and Indemnity constitutes an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to *Live Event Logistics Pty Ltd* and all obligations herein have been fully paid satisfied and performed.
- 4. The Guarantor/s liability is not discharged by any payment to *Live Event Logistics Pty Ltd* which is later avoided by law. Should that occur, *Live Event Logistics Pty Ltd*, the Customer and the Guarantor/s will be restored to their respective rights as if the payment had not been made.
- 5. If a liquidator disclaims this Application, the Guarantor indemnifies *Live Event Logistics Pty Ltd* against any subsequent loss.

Liability of Guarantor/s

- 6. The Guarantor/s liability under paragraphs 1, 2 and 3 is not affected by:
 - (a) The granting of any time, forbearance or other concession by *Live Event Logistics Pty Ltd* to the Customer or any Guarantor/s;
 - (b) Any absolute or partial release of the Customer or any Guarantor/s or any compromise with the Customer or any Guarantor/s;
 - (c) Any amendment of this Application;
 - (d) The termination of this application;
 - (e) The fact that this Application is wholly or partially void, voidable or unenforceable;
 - (f) Non-execution of this Application by one or more of the persons named as Guarantor or the unenforceability of this guarantee or indemnity against one of the Guarantors; or
 - (g) The exercise or purported exercise by *Live Event Logistics Pty Ltd*

Guarantor/s not to Prove in Liquidation

7. The Guarantor/s must not prove or claim in liquidation, composition, arrangement or assignment for the benefit of creditors until *Live Event Logistics Pty Ltd* has received all moneys payable to it by the Customer.

8. The Guarantor/s must hold any proof, claim or dividend received by it on trust for *Live Event Logistics Pty Ltd.*

Application

9. Each Guarantor has read and understood this Application for Credit and *Live Event Logistic Pty Ltd's* Terms and Conditions incorporated in the Application and agree to be bound by them.

Joint and Several Liability

10. The liability of each Guarantor under this Guarantee and Indemnity is joint and several.

Signature of Guarantor	
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Print Name:

Dated:

Signature of Guarantor

Print Name:

Dated: