

ABN: 57 111 900 684

## APPLICATION FOR CREDIT ACCOUNT

COMPANY / TRADING NAME: \_\_\_\_\_

A C N. No \_\_\_\_\_ A B N. No \_\_\_\_\_

TYPE OF BUSINESS (eg. Company, Sole Trader, Partnership, etc): \_\_\_\_\_

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

PHONE No: \_\_\_\_\_ FAX No: \_\_\_\_\_

CONTACT NAME – Accounts Payable: \_\_\_\_\_ TEL: \_\_\_\_\_

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

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

COMPANY E-MAIL ADDRESS: \_\_\_\_\_

DATE BUSINESS COMMENCED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_

NAME OF YOUR NEGOTIATOR SALES REPRESENTATIVE: \_\_\_\_\_

FULL NAMES AND HOME ADDRESSES OF PROPRIETORS OR DIRECTORS: \_\_\_\_\_

BANK: \_\_\_\_\_ BRANCH: \_\_\_\_\_

TRADE REFERENCES (where applicable)

BUSINESS NAME	CONTACT	PHONE	FAX

### VERIFICATION

I/We verify that the details above are true and correct and undertake to adhere to the terms and conditions forming part of this document.

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### CREDIT TERMS

1. Payment of the account is to be made within 14 days from the invoice date, or as agreed in writing between the parties.
2. Credit facilities may be withdrawn on overdue accounts at the company's discretion without notice.
3. Should any dispute arise it shall be dealt with in the court in the district where the Coupon Magazine Group Pty Ltd has its registered office and place of business.
4. The personal guarantee of each director is required in the case of a registered company. A blank guarantee form is attached.

# GUARANTEE

## IN CONSIDERATION OF:

Coupon Magazine Group Pty Ltd (ABN 57 111 900 684) Po Box 6209, Hammondville NSW 2170  
Australia Ph: (02) 9773 9947 (hereinafter call "the company") granting credit to:

(Company Name) \_\_\_\_\_

of (company address) \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Customer")

I, (individual name) \_\_\_\_\_

of (private address) \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Guarantor")

Hereby guarantee and bind myself jointly and severally with the Customer in favour of the Company for the payment of any amount which is now due or owing or which may hereafter become due or owing by the Customer to the Company. It is hereby agreed:

- a). That this Guarantee shall be a continuing Guarantee and shall not be determined by the death of the Guarantor, nor in the case where the Guarantor is a company, by it's liquidation.
- b). That all the compositions and payments received by the Company shall be taken as payments in gross and the Guarantor's right to be subrogated in respect thereof shall not arise until the Company shall receive the full amount of the Customer's indebtedness to it.
- c). That no time or other indulgence granted to the Customer nor any variation in the terms of any contract agreement or arrangement between the Company and the Customer nor the release by the Company of any guarantee of security held by the Company shall in any way affect the liability of the Guarantor and that as between the Company and the Guarantor no cheque bill of exchange or promissory note received by the Company in respect of the Customer's indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which it is given unless and until the same have been met.
- d). That the discharge extinguishment or postponement by bankruptcy of law act of parties or otherwise of any part of the indebtedness of the Customer shall not impair or effect the liability of the Guarantor hereunder.
- e). That if any payment made to the Company by or on behalf of the Customer or the Guarantor shall subsequently be avoided by any Statutory Provision or otherwise howsoever such payment shall be deemed not to have discharged the Guarantor's liability and in such event the Company and the Guarantor shall be restored to the position in which they would have been if such payment had not been made.
- f). That the company shall be entitled to recover from the Guarantor without first taking any steps or proceedings against the Customer.
- g). If any provision of the Guarantee is invalid or void and it is not enforceable in accordance with it's terms, that provision is severed and all other provisions of this guarantee are and continue to be valid and enforceable in accordance with their terms.
- h). The Guarantor agrees that this guarantee is enforceable by the Company acting singularly and/or as a partnership or by its authorised at the sole discretion of the Company.

AS WITNESSED on this \_\_\_\_\_ day of \_\_\_\_\_ (year) \_\_\_\_\_

SIGNED by the said (guarantor) \_\_\_\_\_

in the presence of (Name and Signature of Witness) : \_\_\_\_\_

\_\_\_\_\_

# The Coupon Magazine Group P/L Trading as Negotiator Magazines;

## TERMS AND CONDITIONS OF TRADE – OCTOBER 2022

### What the Company will do for the Customer:

Once the Agreement has been executed, the company will:

- i) Provide the Customer with a copy of the Booking Order Form, Terms and Conditions of Trade, Application for Credit, the Guarantee, Artwork Deadline Dates and Distribution Maps.
- ii) Create an advertisement for the Customer and send them an electronic copy prior to the Artwork Deadline date for their approval.
- iii) Publish and distribute the advertisement as per the Agreement.
- iv) Publish advertising on Facebook, Negotiator Website and iPhone and Android Apps.
- v) Provide an invoice to the Customer for the services provided.

### What the Customer will do for the Company.

Once the Agreement has been executed, the Customer will:

- i) Provide the Company with all artwork required to produce their advertisement in a timely manner and prior to the Artwork Deadline date.
- ii) Stipulate any artwork changes required and once satisfied, approve the advertisement in writing.
- iii) Once an invoice has been rendered, make payment in accordance with T&Cs.

These 'Terms and Conditions Of Trade' comprise the terms and conditions of trade between the Company and the Customer ("**the T&Cs**"). By executing a Booking Order Form and/or 'Application For Credit Account' with the Company, the Customer acknowledges having read, understood and agrees to be bound by the T&Cs.

### Definitions

1.1. In the T&Cs: -

"**Account**" means the sequence of debits and credits between the Customer and the Company.

"**Advertisement(s)**" means an advertisement(s) created/published by the Company under the Agreement.

"**Agreement**" means the Contractual Documents under which the Company provides the Customer with the Services.

"**Artwork Deadline Date**" means the date which is fourteen (14) business days prior to the Publication.

"**Booking Order Form**" means the form by which the Customer requests the Company to provide it with Advertisements.

"**Company**", "**Publisher**" or "**Secured Party**" means The Coupon Magazine Group Pty. Ltd. (ACN 111 900 684).

"**Contractual documents**" means the Application for Credit Account, the Guarantee, the Booking Order Form and these T&Cs.

"**Contra**" means when the Publisher and the Customer agree to barter or exchange goods and/or services without cash changing hands

"**Credit**" means the provision of goods and/or services in exchange for future payment.

"**Credit Account**" means any account for Credit which records the sequence of debits and credits between the Customer and the Company.

"**Credit Account Application**" means the document by which the Customer requests the Company to provide it with a Credit Account.

"**Customer**", "**Advertiser**" or "**Grantor**" means the entity requesting services from the Company.

"**Default**" means a breach of the terms of the Agreement.

"**Editorial**" means comment made the Company and included in the publication by the Company that is designed to inform or educate and is not created to endorse any advertised product or attempt to sell something.

"**Forward Bookings**" means bookings made at any time during or after the initial term of the Agreement.

"**Guarantee**" means an entity's guarantee of the Customer's obligations under the Agreement.

"**Guarantor**" and "**Grantor**" means the entity that has given a Guarantee.

"**Order**" means when a Customer requests the Company to provide services, and specifies the term.

"**Overdue Account**" is an Account which the Customer has not paid in time.

Signature \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**"Parties"** means the Company, the Customer, and any Guarantor.

**"Publication"** is when the Company publishes an Advertisement in any medium.

**"Publication Area"** means the geographic region within which the Company publishes Publications.

**"Services"** means the Advertisement(s) the Order and the Publication.

**"Standard Rates"** means the amount payable for the Company's services, before any discounted or negotiated rate is applied.

#### **Credit Terms:**

- i) The Advertiser, where required by the Publisher, shall provide a completed Credit Application form and where applicable also provide Directors and/or Personal Guarantees.
- ii) The Company will grant Credit to a Customer on receipt and acceptance of a completed and executed Credit Account Application and Guarantee at its sole discretion.
- iii) The Publisher reserves the right to use the services of a credit-reporting agency should credit facilities be required by the Advertisers.
- iv) The Publisher will tender a combined monthly Tax Invoice/Statement that details all current and overdue transactions. The advertiser shall pay in full the total monthly Tax Invoice/Statement amount and
- v) Where there is a written contract in place, payment to be made in accordance with that contract and,
- vi) Where the Advertiser is an Advertising Agent, within thirty (30) days from the Tax Invoice/Statement date, **or**
- vii) In all other cases, within fourteen (14) days from the Tax Invoice/Statement date.
- viii) Credit facilities may be withdrawn or suspended on overdue accounts at the Company's discretion and without notice.
- ix) If a Credit Account is suspended and/or revoked, the amount of the Account becomes due and payable immediately by the Customer and Guarantor.
- x) The Customer and Guarantor agree that they must make the payment required by **clause ix** without any off set or deduction for any reason whatsoever.

#### **Interest on Overdue Accounts:**

The Advertiser is liable to pay the Company interest on any Overdue Account from the date(s) on which any account becomes due, at a rate of either: -

- i) 12% per annum
- ii) 8.% higher than the NSW Office of State Revenue money market rate; or
- iii) 2% higher than the Company's overdraft/other facility rate, whichever is the higher.

#### **Administration Fees:**

The Customer is liable to pay the Company an administration fee for each Overdue Account (from time to time) in an amount equal to the costs which are incurred by the Company.

#### **Indemnification:**

- i) The Advertiser agrees to indemnify the Company for all costs, losses, damages, and expenses incurred by it in recovering an Overdue Account, or otherwise enforcing a term of the Agreement, including legal costs on a full solicitor, client legal basis.
- ii) The Customer undertakes that it is solely liable for the content of any Advertisement, and agrees to indemnify the Company from any claim, loss, damage, or expense (including legal costs on a full indemnity basis) incurred in relation to the content of any advertisement.

#### **Security Interests:**

- i) In the event of a Default or breach of the Agreement, the Customer and Guarantor irrevocably consent to the Company lodging a caveat over any of their real property.

#### **Company Rights:**

- i) In the event of a Contra, if the Advertiser fails to provide all or part of the service that it has offered in return for the Publishers placement of advertisements in the publication as agreed, the Advertiser shall be liable to pay for all advertisements at the Publishers usual standard rate plus any damages incurred.
- ii) The Publisher reserves the right to charge a late copy fee for material received after the booking deadline for any publication.
- iii) The Customer authorises the Company, and the Company may at its sole discretion, change the manner of creation and delivery of the Services so long as the Services remain substantially similar to the Service provided immediately prior to such change. For example, the Company may use a different delivery method, or a different quality or size of paper.

Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Deadlines:**

- i) The Customer must provide to the Company an Order and all other relevant material or instructions by the Artwork Deadline Date.
- ii) The Publisher reserves the right to charge a late copy fee for material received after the Artwork Deadline Date for any Publication.
- iii) If Deadlines **Clause i)** is not complied with, the Publisher shall be entitled to insert in that issue in its place copy previously used for the purposes of the order and to apply the rate applicable to that advertising.

**Requested Positions and/or Layouts:**

- i) Requested positions within the Publications are subject to the Publisher's approval.
- ii) The company will use its best endeavours to comply with any request however, is not obliged to do so.
- iii) Should the requested position be unavailable, the Advertiser is still liable for, at a minimum, the base rate applicable to the advertisement.

**Exclusivity:**

- i) The Negotiator Magazine will take all efforts to ensure its clients have product exclusivity in their advertising, but makes no promises or guarantees in this regard.
- ii) The Publisher will not be legally liable or accountable if there is a conflict of products or services in any part of any of the Publisher's publications.
- iii) Where there appears to be a conflict of products or services, the Publisher will make every effort to advise clients and give them the opportunity to change their artwork.
- iv) Conflict between and individual store listed in a Shopping Centre advertisement and another listed store or advertiser of similar product/ services in the same magazine is not considered to be a breach of exclusivity.
- v) The Negotiator Magazines are not responsible or liable for any advertisements supplied directly by the Shopping Centre's Centre Management.
- vi) Please note that a search on the Negotiators Magazines website/app might result in a display of multiple businesses of the same nature that are currently advertising in their respective areas or edition. This is not considered to be a breach of exclusivity.
- vii) The Customer remains liable to pay the Company without any offset or deduction.

**Forward Bookings:**

Any forward bookings are subject to rate adjustments which may be introduced by the Publisher. Once notified of any variation, the Customer will be deemed to accept that variation during the term of the Agreement or any order after that notice.

**Disputes:**

Any dispute arising from any advertisement placed for publication with the Publisher must be lodged in writing with the Publisher within 7 days of the publication issue date.

**Suspension of Services:**

- i) The facility exists for a client to temporarily suspend their advertising commitment under the Agreement.
- ii) In this instance the client must give 14 clear working days written notice before the Artwork Deadline Date for the Publication of their intention to suspend their commitment.
- iii) The client will be permitted one (1) suspension per contract period and the suspension cannot extend beyond one editions before the commitment is resumed.
- iv) The Customer's Advertisement will automatically continue to Publication following the expiration of the suspension Publication period, and the Agreement will be automatically extended by the term of the suspension.
- v) If, at the time the Customer is due to resume advertising and advertising space is not available, the client will be so advised and informed of the next available publication date.
- vi) The absence of available space does not absolve the client of their obligation to their contract and this clause.

Signature \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Cancellation:**

- i) The Publisher will not accept a cancellation of the order whether in whole or in part a minimum of 14 working days prior to publication date; or where in respect of any series of advertising, copy for any issue is not received by the Publisher by the appropriate deadline date.
- ii) All cancellations must be in writing to the Publisher.
- iii) If **clause i)** is not complied with, the Publisher shall be entitled to insert in that issue in its place copy previously used for the purposes of the order and to apply the rate applicable to that advertising.
- iv) Where a negotiated loyalty rate or discounted rate has been applied, and the client elects to repudiate/cancel the contract, cancellation fees will apply. The cancellation rate will apply calculated on 90% of the card rate plus GST, **OR** the discounted rate already applied plus GST whichever is the lower for the remainder of the term already agreed upon.
- v) The Parties agree that these percentages are a genuine pre-estimate of the Company's' loss arising by virtue of the early termination of the Agreement.
- vi) The Company may, on 30 days' notice, terminate this Agreement for convenience. If the company so elects and provides the notice, the Customer releases and discharges the Company from any and all liability, claim, loss or damage.
- vii) The Customer and Guarantor must immediately pay all monies due and owing to the Company without set off or deduction of any kind.

**Contravention of Law:**

The Publisher may at its discretion, refuse to accept any advertising material, the publication of which may, in its opinion contravene any provision of the Trade Practices Act, 1974 or any subsequent Act or amendment to the Act which may from time to time become applicable.

**Liability Limitation:**

- i) The Customer warrants that it does not rely on any representation as to the effect that the Agreement may have on the Customers' business.
- ii) The Publisher offers no guarantees as to responses or the success or otherwise of any advertisements placed in its magazines.
- iii) No responsibility is accepted by the publisher for the accuracy of any information contained in any articles or advertisements

**Company's' right to utilise Customers' Advertising Material/Intellectual Property:**

- i) The Publisher reserves the right to use any copy, images or photographs supplied by any means by the Advertiser, either directly, by consent or provided by the Publisher on behalf of the Advertiser.
- ii) The Advertiser hereby indemnifies and agrees to hold indemnified the Publisher, its servants, and agents and each of them against all liability, claims or proceedings whatsoever which may arise from the publication of any material pursuant to the Order.
- iii) In particular, but without limiting the generality of the foregoing to indemnify and hold indemnified each and all of them against any action for defamation, slander of title, breach of copyright or infringement of any trade mark, name or description, invasion of any trade mark, name or description, invasion of privacy or breach of any provision of the Trade Practices Act, 1974.
- iv) All artwork supplied by the Company or its subsidiaries remains the property of the company.
- v) The Company owns all rights, title and interest in any intellectual property developed by the Company under the terms of the Agreement.
- vi) Advertisements sent for approval will be in low resolution and under no circumstance will any artwork or advertisements be provided to any Customer in high resolution without the written authorisation of the Company.
- vii) In such case, a negotiated fee may apply.

Signature \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Editorial:**

The provision of an editorial does not form a part of this agreement and shall be provided at the absolute discretion of the Publisher.

**Entire Agreement:**

- i) The T&Cs take precedence over any term of the Contractual Documents which are or may not be consistent with them.
- ii) The Contractual Documents comprise the entirety of the Agreement between the Parties.
- iii) The Customer warrants that they have not relied on any representation or any other matter that is not included in the Contractual Documents.

**Jurisdiction:**

The Advertiser hereby agrees that all or any litigation that arises from this agreement, either for civil claims, damages, or breach of contract, shall be subject to the laws of, and jurisdiction of the appropriate courts in the state of New South Wales and shall be heard in New South Wales.

**Severability:**

Any clause, or part of a clause, in these **T&C's** may be severed by a Court of competent jurisdiction, without having any effect on the remaining clauses, or rights and obligations as between the parties.

I hereby accept and agree to be bound by the Coupon Magazine Group Pty Ltd Terms & Conditions of Trade, which I acknowledge having read.

I warrant that I have the authority to bind the Customer to the T&Cs.

**Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_