

# New Account Application

(All details must be completed)



a division of Penguin Random House Australia Pty Ltd (ABN 28 004 815 703)  
and distributing for Penguin Random House New Zealand Limited (Company Number 94099)

Trading name:

Unit no:

Street no:

Street name:

Suburb:

State (Aust. only):

Country:

Postcode:

Postal / Delivery address if different from above:

Buyer in your organisation:

Buyer's email address

Phone:

Mobile:

Fax:

Accounts contact in your organisation:

Email address (your account statement will be emailed to this address unless otherwise advised):

**Business Status:**

New

Change of Ownership

**If change of ownership please answer the following:**

Changeover date: dd / mm / yyyy

Previous trading name:

Previous owner's forwarding address:

**Business Details:**

Your business ownership is a:

Company

Trust

Sole Trader

Partnership

Registered company name or business name:

Date of incorporation (if applicable):

ACN & ABN (Aus.) / Registration No (NZ) / Company Number:

Other Details:

Director / Proprietor's full name:

1.

Director / Proprietor's full name:

2.

Private address:

  

Private address:

  

Private phone:

Date of Birth: dd / mm / yyyy

Private phone:

Date of Birth: dd / mm / yyyy

Drivers licence number:

Drivers licence number:

Director / Proprietor's full name:

3.

Director / Proprietor's full name:

4.

Private address:

  

Private address:

  

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Private phone:  Date of Birth: dd / mm / yyyy  Private phone:  Date of Birth: dd / mm / yyyy

Drivers licence number:

Drivers licence number:

Description of principal business activity:

Estimated value of monthly purchases through UBD:

Trade reference names:  Phone:   
1.    
2.    
3.

If a title is unavailable at the time of ordering how would you like the orders treated? (Please tick)

Record orders for all orders including new title  Do not record any unavailable titles

Record orders for new title only

For what purpose is your business purchasing product from UBD? (ie, for resale, for use in a library, for promotional purposes) If for resale, please also indicate the medium(s) through which you will be selling our products.

Have you been in contact with a sales representative prior to making this application, if so who? (Please tick)

Pearson  Macmillan  Allen & Unwin  Bloomsbury  Penguin Random House

**UBD Conditions of Sale:**

I / we have received and read, and agree to, the 'UBD Conditions of Sale' published at [www.unitedbookdistributors.com.au](http://www.unitedbookdistributors.com.au). I / we agree that the Conditions automatically are part of this application and are incorporated into all purchase orders and all contracts pursuant to this application.

**Privacy and Credit Reporting Collection Statement:**

This Privacy and Credit Reporting Collection Statement outlines how Penguin Random House Australia Pty Ltd (ABN 28 004 815 703) and its divisions (including, without limitation, United Book Distributors) and related bodies corporate ("we", "us" or "our") will handle the personal information (including credit information) requested in this New Account Application. If you provide us with any personal information (including credit information) about another person then we rely upon you to inform that person of the details contained in this Collection Statement and you must have obtained that person's consent to provide us with the information. We are collecting the personal information (including credit information) requested in this New Account Application for the purpose of providing you (or your organisation) with our products or services including assessing your creditworthiness (or your organisation's creditworthiness) and managing our business or other relationship with you (or your organisation) including obtaining payment for our products or services. If you offer to guarantee any credit provided by us to your organisation or another entity then we may use your credit information to assess your suitability to act as a guarantor in respect of that credit. If you do not provide us with the personal information (including credit information) requested in this New Account Application then we may not be able to provide you (or your organisation) with our products or services.

We may disclose the personal information (including credit information) that we collect in this New Account Application to: (i) your authorised representatives; (ii) our service providers (including mailout providers, sales and marketing providers, billing and debt recovery providers and credit reporting bodies), clients, third parties for whom we act as an agent, insurers, professional advisers, related companies, agents, partners, joint venturers, sponsors, promoters and affiliates; (iii) government departments and agencies, in connection with carrying out our functions and activities; (iv) third parties authorised by you to receive the personal information (including credit information) held by us; (v) as part of any investigation in relation to you or your activity which we suspect to be a breach of any of our terms and conditions (including the UBD Conditions of Sale), serious misconduct or unlawful (including disclosure to the police or any relevant authority or enforcement body); (vi) our external advisers or potential or actual bidders or their external advisers as part of a sale (or proposed sale) of all or part of our business; and/or (vii) as required or permitted by any law, regulation or court order. Some of these third parties may be located in other countries including New Zealand, United States of America, United Kingdom, Germany, South Africa, China, Singapore, Malaysia, South Korea, Hong Kong, Spain, India and Canada.

Our Privacy Policy (available at <http://www.penguin.com.au/privacy-statement>) contains details about how you may access and seek the correction of any of your personal information which we hold and complain about a breach of the Australian Privacy Principles contained in the Commonwealth Privacy Act 1988 in respect of our handling of your personal information including how we will deal with any such complaint. Our Credit Reporting Policy (available at <http://www.unitedbookdistributors.com.au/>) contains details about how you may seek the correction of any of your credit information which we hold and complain about a breach of Division 3 of Part IIIA (Credit Reporting) of the Commonwealth Privacy Act 1988 or Commonwealth Privacy (Credit Reporting) Code 2014 in respect of our handling of your credit information including how we will deal with any such complaint. Our Statement of Notifiable Matters (available at <http://www.unitedbookdistributors.com.au/>) contains details about: (i) the credit information that we disclose to credit reporting bodies; (ii) the credit reporting bodies to which we disclose credit information; (iii) the management of credit reporting information by credit reporting bodies; (iv) how to access and correct your credit information and credit eligibility information; and (v) how to make an enquiry or complaint about our handling of your credit information or credit eligibility information. You may request to have our Statement of Notifiable Matters which is available on our website provided to you in an alternative form (e.g. hard copy) if required.

You may contact our Privacy Officer by writing to: The Privacy Officer, Penguin Random House Australia Pty Ltd, 707 Collins Street, Docklands, Victoria 3008 or by email to: [privacy.officer@penguinrandomhouse.com.au](mailto:privacy.officer@penguinrandomhouse.com.au).

**Privacy and Credit Reporting Consent**

By providing us with the personal information (including credit information) requested in this New Account Application, you consent to us handling the information in accordance with the above Privacy and Credit Reporting Collection Statement and our Privacy Policy, Credit Reporting Policy and Statement of Notifiable Matters respectively. Without limiting the foregoing, you consent to us: (i) using, storing and disclosing the personal information (including credit information) for the purpose of providing you (or your organisation) with our products or services including assessing your creditworthiness (or your organisation's creditworthiness) and managing our business or other relationship with you (or your organisation) including obtaining payment for our products or services; (ii) disclosing the personal information (including credit information) in connection with this New Account Application to: (A) your authorised representatives; (B) our service providers (including mailout providers, sales and marketing providers, billing and debt recovery providers and credit reporting bodies), clients, third parties for whom we act as an agent, insurers, professional advisers, related companies, agents, partners, joint venturers, sponsors, promoters and affiliates; (C) government departments and agencies, in connection with carrying out our functions and activities; (D) third parties authorised by you to receive the personal information (including credit information) held by us; (E) as part of any investigation in relation to you or your activity which we suspect to be a breach of any of our terms and conditions (including the UBD Conditions of Sale), serious misconduct or unlawful (including disclosure to the police or any relevant authority or enforcement body); (F) our external advisers or potential or actual bidders or their external advisers as part of a sale (or proposed sale) of all or part of our business; and/or (G) as required or permitted by any law, regulation or court order; (iii) disclosing the personal information (including credit information) in connection with this New Account Application to credit reporting bodies including for the purpose of assessing your creditworthiness (or your organisation's creditworthiness) and notifying credit reporting bodies of any defaults in relation to any credit provided to you (or your organisation); (iv) if you offer to guarantee any credit provided by us to your organisation or another entity – using your credit information to assess your suitability to act as a guarantor in respect of that credit; and (v) disclosing the personal information (including credit information) to any guarantor (or prospective guarantor) of any credit that is or may be provided to you (or your organisation) in respect of this New Account Application.

To enable this New Account Application to be processed all directors and / or individuals involved in the running / owning of this business must complete all sections of this Application, including full name, current Address and date of birth and provide a copy of their driver's licence.

By signing below I consent to the handling of the personal information (including credit information) provided in this New Account Application in accordance with the above Privacy and Credit Reporting Consent and our Privacy Policy, Credit Reporting Policy and Statement of Notifiable Matters respectively.

**Authorised name and signature of applicant**

Name:

Signature:

Date: dd / mm / yyyy

**Personal Guarantee and Indemnity**

**1. Definitions**

In this Personal Guarantee and Indemnity the following expressions apply:-

- a. "Customer" means the entity to whom the Company has supplied goods, either in its own right or as agent under the UBD Conditions of Sale published at <http://www.unitedbookdistributors.com.au/>.
- b. "Company" means Penguin Random House or any other party which has contracted with the Customer through Penguin Random House as agent or has received goods from Penguin Random House as agent or otherwise.
- c. "Guaranteed Moneys" means all moneys which are, will be or may be at any time in the future, owing or payable to the Company by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for it becoming subject to any Insolvency Event, it will still be taken to be liable.
- d. "Guarantor" means the person or persons signing this Personal Guarantee and Indemnity.
- e. "Insolvency Event" means where:
  - i. the Customer ceases to do business, becomes unable to pay its debts when they fall due, or becomes or is deemed to be insolvent;
  - ii. the Customer has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
  - iii. any composition or arrangement is made with any one or more classes of the Customer's creditors;
  - iv. the Customer takes or suffers any similar action in consequence of debt, or an order or resolution is made or passed for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);
  - v. the Customer enters into liquidation whether compulsorily or voluntarily; or
  - vi. any analogous or comparable event takes place in any jurisdiction.
- f. "Penguin Random House" means Penguin Random House Australia Pty Ltd (ABN 28 004 815 703) trading as United Book Distributors.

**2. Consideration**

In consideration of the Company agreeing to supply goods or give credit to the Customer, the Guarantor has agreed to enter into this Personal Guarantee and Indemnity in favour of the Company.

**3. Guarantee**

The Guarantor unconditionally guarantees to the Company the due and punctual payment of the Guaranteed Moneys and agrees:

- a. on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
- b. any statement signed by a secretary, director or authorised representative of the Company showing the amount of Guaranteed Moneys or the money owing by the Guarantor under this Personal Guarantee and Indemnity shall, in the absence of manifest fraud or error, be binding and conclusive on and against the Guarantor;
- c. this Personal Guarantee and Indemnity is a continuing guarantee and shall remain in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and in addition to, and shall not be prejudiced or affected by, any other security or guarantee held by the Company for the payment of the Guaranteed Moneys;
- d. the liabilities of the Guarantor and the rights of the Company under this Personal Guarantee and Indemnity are not affected by anything which might otherwise affect them at law or in equity;
- e. if any payment by the Guarantor under this Personal Guarantee and Indemnity or the Customer is avoided, set aside, ordered to be refunded or reduced or rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and the Company shall be entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this guarantee is discharged; and
- f. this Personal Guarantee and Indemnity shall bind the Guarantor and his or her respective personal representatives or assigns and is not affected by the death or bankruptcy of the Guarantor

**4. Indemnity**

If the obligation of the Customer to pay the Guaranteed Moneys to the Company is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies the Company against any loss that the Company suffers as a result.

**5. Nature and Preservation**

- a. The liability of the Guarantor under this Personal Guarantee and Indemnity is absolute and is not subject to the performance of any condition precedent or subsequent.
- b. The liability of the Guarantor will not be affected by any act, omission, matter or thing, which might release or discharge the Guarantor from that liability including any of the following:
  - i. any act or payment which would otherwise form part of payment of the Guaranteed Monies being or becoming or being conceded to be frustrated, illegal, invalid, void, voidable, unenforceable or irrevocable in whole or in part for any reason;
  - ii. the Company granting time, waiver or other concession to the Guarantor or any third party in respect of the Guaranteed Monies;
  - iii. any variation to any obligation under this Personal Guarantee and Indemnity whether or not the variation is substantial or material or imposes an additional liability on or disadvantages the Guarantor;
  - iv. the release of any property from any encumbrance which the Company holds over it, or the substitution of property in place of any other property subject to any encumbrance held by the Company; or
  - v. the transfer, assignment or novation by the Company or the Guarantor of all or any of its rights or obligations under this Personal Guarantee and Indemnity.

**6. Set-off**

The Guarantor's liability under this Personal Guarantee and Indemnity will not be reduced by any defence, set-off or counterclaim available to the Guarantor against the Company.

**7. Waiver**

No failure or delay by the Company to exercise any power, right or remedy under this Personal Guarantee and Indemnity shall operate as waiver, nor shall any single or partial exercise of any power, right or remedy preclude any further or other exercise of that or any other power, right or remedy. The rights and remedies under this Personal Guarantee and Indemnity are cumulative to any rights and remedies arising at law.

**8. Claim and Administration**

Until this Personal Guarantee and Indemnity is released by the Company, the Guarantor will not without the Company's prior written consent (which shall be at the Company's sole discretion) prove in competition with the Company if the Customer becomes subject to any Insolvency Event.

**9. Application of Money Received**

If the Company receives or recovers money in respect of debts of the Customer, the Company may use it to pay off whichever part of those debts it chooses and does not have to apply the payment for the Guarantor's benefit.

**10. Security for Payment / Charge Clause**

The Guarantor as beneficial owner hereby charges all freehold and leasehold interests in land which the Guarantor now owns or may acquire hereafter, with the payment of the Guaranteed Monies, and the Guarantor consents to the Company registering a caveat to protect its interests under this clause.

**11. Effective Law**

All laws which limit the Company's power or require notices to be given are excluded to the maximum extent permitted by law. If any part of this Personal Guarantee and Indemnity is prohibited or unenforceable, it will not affect the remaining parts.

**12. Trustee**

This document will bind the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee if the Guarantor signs as trustee of that trust.

**13. Expenses**

The Guarantor shall pay to the Company all costs, charges and expenses incurred by the Company in connection with any exercise or attempted exercise of any power, right or remedy under this Personal Guarantee and Indemnity or any failure of the Guarantor to comply with the Guarantor's obligations under this Personal Guarantee and Indemnity (including legal fees, stamp duty and other government duties and charges).

**14. Privacy and Credit Reporting Consent**

The Guarantor consents to the Company handling the Guarantor's personal information (including credit information) in accordance with the above Privacy and Credit Reporting Collection Statement and the Company's Privacy Policy, Credit Reporting Policy and Statement of Notifiable Matters.

**Full names, addresses and signatures of Guarantors**

Name of Guarantor:

1.

Address:

Signature:

Date: dd / mm / yyyy

Name of Guarantor:

3.

Address:

Signature:

Date: dd / mm / yyyy

Name of Guarantor:

2.

Address:

Signature:

Date: dd / mm / yyyy

Name of Guarantor:

4.

Address:

Signature:

Date: dd / mm / yyyy

Completed application is to be **posted** to accounts as shown below:

**Australia**

**United Book Distributors**

a division of Penguin Random House Australia Pty Ltd (ABN 28 004 815 703)

PO Box 437, Ferntree Gully, Victoria 3156

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**New Zealand**

**United Book Distributors**

distributing for Penguin Random House New Zealand Limited (Company Number 94099)

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