nflame CREATIVE

ADVERTISING & MARKETING | MEDIA PLACEMENT & PRODUCTION
INDUSTRIAL DESIGN | GRAPHIC DESIGN | WEB DESIGN & HOSTING

New Agency Client Letter of Appointment

This letter of appointment is to indicate that NFLAME PTY. LTD. trading as NFLAME CREATIVE has permission from us to act on our behalf when purchasing media placement and booking advertising in all areas of the media. This includes (but is not limited to) bookings related to; television, radio, print, online, and mobile promotions.

I _____of _____
hereby authorise NFLAME CREATIVE to purchase media placement on my behalf. All correspondence between the media and myself and/or my company must travel through representatives at NFLAME CREATIVE.

Date: ____/____/_____

Client Details

Name of company represented: _____

Contact person of company represented: _____

Position held by contact person: _____

Company ABN: _____

Signed: _____

Date: ____/____/_____

nFlame Pty. Ltd t/as nFlame Creative
ABN: 99 090 646 996 ACN: 090 646 996

Suite E2, First Floor, 1 Hall Street Lyneham ACT 2602
Ph: 02 6249 8694 Fax: 02 6108 3544
info@nflame.com.au www.nflame.com.au

CREDIT APPLICATION
30 DAY ACCOUNT

ABN 40 086 687 425
PO Box 6143
Narraweena NSW 2099
T 1300 729 619
F 02 9972 0094
www.mediaplacement.com.au

Advertising Agency	ADVERTISING & MARKETING I MEDIA PLACEMENT & PRODUCTION INDUSTRIAL DESIGN I GRAPHIC DESIGN I WEB DESIGN & HOSTING

Applicant Details			
Business Trading Name			
ABN of Business Trading Name			
Business Address			
		Post Code	
Postal Address			
		Post Code	
Telephone		Facsimile	
Contact(s)			
Web address			

Ownership	Private Co. (P/L) [ ] Trust [ ] Sole Trader/ Part. [ ] Other [ ]	
Legal Name		
ABN/ACN of Legal Name		
ACN of Trustee Company		
Director/Owner Name	Capacity	Address
1)		
2)		
3)		

Trading Details				
Date Commenced Business				
Nature of Business				
Advertising spend current (per month)		Advertising spend future (per month)		
Trade References * Business Name	Contact Name	Phone	Monthly Spend	Terms
1)				
2)				
3)				

* Provide three suppliers with your largest monthly dollar spend.

Invoicing Details			
Who pays your accounts?	Name:	Phone:	
	Title:	Fax:	
	Email Address:		
Delivery Address for Account			
		Post Code	

Declaration	I authorise the Advertising Agency shown above to disclose this information to Media Placement Services Pty Ltd (MPS), it's trade indemnity insurer National Credit Insurance Ltd and their underwriter. I acknowledge that submission of this application to MPS does not imply any agreement by MPS to extend credit, and that MPS may accept or refuse this application at its discretion. I certify that all details are true and correct.	
	Name (Authorised Signatory)	
	Position	
	Signature	Date ____ / ____ / ____

Agreement	nFlame Creative has applied to Media Placement Services Pty Ltd (MPS) on behalf of your organisation to use our credit terms, media placement and billing services. MPS confirms acceptance of your application on the terms listed below subject to completion in full of our Credit Application form, confirmation of your trade referees and credit check, acceptance by our trade indemnity insurers, and signature and return of this agreement by owner(s). I/We director(s)/owner(s) of the Applicant hereby appoint nFlame Creative to act as its agent. The Applicant authorises MPS to book, place and invoice all media as instructed by nFlame Creative. We further declare that: The information recorded on the agreement and these terms are true and correct in every particular. I/We agree to the Terms and Conditions of this agreement. I/We jointly and severally guarantee that if the Applicant does not pay to MPS under the agreement any moneys due in accordance with the Terms and Conditions then we will pay the sum so due by the Applicant to MPS. This guarantee is continuing and irrevocable until the whole of the Applicant's obligations have been paid or satisfied, and shall not be affected in any way by MPS granting time, credit or any indulgence to the Applicant.

Director/Owner 1		
Signature		Date ____ / ____ / ____

Director/Owner 2		
Signature		Date ____ / ____ / ____

Signed by Media Placement Services		Date ____ / ____ / ____

Terms and Conditions		
	Payment Terms Invoices will be mailed to the Applicant as soon as practical at the conclusion of the last business day on a monthly basis. Full payment for all invoices is required within **30 Days** as invoiced by MPS. Interest may be charged by MPS and is payable by the Applicant at the rate of 10% p.a. calculated on all amounts outstanding after 30 days of the invoice date computed from the 31st day from the invoice date until the day the amount is paid in full. Late payment may also result in cancellation of future credit and booked advertising and an adverse credit report that may affect your future ability to gain credit from suppliers. Credit Claims and Adjustments Credit claims must be submitted by the Applicant to MPS in writing prior to the due date for payment and will be considered by MPS in its absolute discretion. Approved claims confirmed by a credit note will appear in the statement for the month in which the adjustment was approved. In the event of a debit note or additional invoice issuing, the amount shown on the same will become due and payable by the Applicant to MPS within 7 days of the date of the debit note or additional invoice. Variation of Credit Payment Terms MPS in its absolute discretion reserves the right to change the credit payment terms of this agreement. Any such change will be made in writing with at least 7 days notice of the same being given to the Applicant. In the event of late payment a STOP will be placed on the account. Consent to Search Information The Applicant will execute such consents (Including under the Privacy Act) to enable MPS to obtain credit reference information, bank and other business references as MPS may consider advisable. Legal Action In the event of late payment, MPS in its absolute discretion may take recovery action until any debt owed by the Applicant is re-paid in full. All costs of any recovery action taken by MPS will be reimbursed in full by the Applicant in addition to the interest on overdue payments detailed above. Any expenses, costs or disbursements incurred by MPS in recovering any outstanding monies including interest and debt collection agency fees and solicitors costs shall be paid by the Applicant.	Change of Ownership Any change of ownership of the Applicant will constitute a default by the Applicant under this agreement, and all moneys outstanding from the Applicant to MPS, notwithstanding any other agreement or arrangement in relation thereto will immediately and without notice become due and payable. Any event of change of ownership of the Applicant must be reported to MPS within 14 days of each event. For the purpose of this agreement a change of ownership includes: - A change of more than 49% of the ownership of shares in an Applicant corporation at any one time or over a period not exceeding 12 months; - A change of more than 49% in the composition of the Board of Directors of an Applicant corporation at any one time or over a period not exceeding 12 months; - A change of more than 49% in the composition of partners in a partnership or of joint venturers in a joint venture at any one time or over a period not exceeding 12 months - The sale or assignment of more than 50% of the business assets or undertaking of the Applicant at any one time over a period not exceeding 12 months Credit Review MPS in its absolute discretion, reserves the right to amend terms of this agreement following any review of its credit risk. Any such amendment of terms will be made in writing with at least 7 days notice of the same being given to the Applicant. Termination of this Agreement Either party may cancel this agreement by notice in writing to the other at any time. The Applicant agrees to make good the payment of any outstanding moneys owing to MPS (whether thereby due or payable or not) at the time of cancellation. Variation Any other variation, modification, alteration of or addition to this Agreement not detailed above must be in writing and signed by all parties.

* Fax your completed credit application to nFlame Creative 02 6108 3544