

Kid-Z Educational Resources

# CREDIT ACCOUNT APPLICATION Internal Ref No: \_\_\_\_\_

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: O Individual O Sole Trader O Trust O Partnership O Company O Other:					
Full or Legal Name:					
Trading Name (if different from above):					
Physical Address:			State:	Postcode:	
Billing Address:	Billing Address:		State:	Postcode:	
Email Address:					
Phone No: Fax No:			Mobile No:		
Personal Details: (please complete if you are an Indi	ividual)				
D.O.B.		Driver's Licence No:			
Business Details: (please complete if you are a Sole	e Trader, Trust, Partnership	, Company or Other – a	s specified)		
ABN: A	ABN: ACN:		Date Established (current owners):		
Nature of Business:					
Paid Up Capital: \$	Estimated Monthly Purcha	ases: \$	Credit Limit Required: \$		
Principal Place of Business is: • Rented • Owne	ed o Mortgaged (to whom	ז):			
Directors / Owners / Trustee (if more than two, please	e attach a separate sheet)				
(1) Full Name:			D.O.B.		
Private Address:			State:	Postcode:	
Driver's Licence No:	Phone No:		Mobile No:		
(2) Full Name: D.O.B.			D.O.B.	•	
Private Address:			State:	Postcode:	
Driver's Licence No:	Driver's Licence No: Phone No:		Mobile No:		
Account Terms: O 30 Days O COD C	Other:				
Purchase Order Required? O YES O NO Accounts to be		Accounts to be emaile	ailed? o YES o NO		
Accounts Email Address:					
Accounts Contact:			Phone No:		
Bank and Branch:			Account No:		
Trade References: (please provide companies that are willing to do trade references)					
Name:	Address:		Phone / Fax / Email:		
1.					
2.					
3.					

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Dean's Pty Ltd T/A Bellbird Kid-z Educational Resources which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.

SIGNED (CUSTOMER):	SIGNED (BELLBIRD):
Name:	Name:
Position:	Position:
WITNESS TO CUSTOMER'S SIGNATURE:	

Signed:

Name: \_\_\_\_

Date: \_\_\_\_

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			1 1
		•	•	



## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Dean's Pty Ltd T/A Bellbird Kid-z Educational Resources and its successors and assigns ("Bellbird") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

### I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- **GUARANTEE** the due and punctual payment to Bellbird of all monies which are now owing to Bellbird by the Customer and all further sums of money from time to time owing to Bellbird by the Customer in respect of goods and services supplied or to be supplied by Bellbird to the Customer or any other liability of the Customer to Bellbird, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Bellbird, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Bellbird the Guarantor will immediately on demand pay the relevant amount to Bellbird. In consideration of Bellbird agreeing to supply the goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Bellbird registering any interest so charged. The Guarantor irrevocably appoints Bellbird and each director of Bellbird as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Bellbird may reasonably require to:
  - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (b) register any other document required to be registered by the PPSA or any other law, or
  - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY Bellbird on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Bellbird in connection with:
  - (a) the supply of goods and/or services to the Customer; or
  - (b) the recovery of monies owing to Bellbird by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Bellbird's nominees contract default fee and legal costs; or
  - (c) monies paid by Bellbird with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Bellbird, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Bellbird to the Customer.

#### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood Bellbird's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to Bellbird by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Bellbird's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Bellbird, each Guarantor shall be a principal debtor and liable to Bellbird accordingly.
- 6. If any payment received or recovered by Bellbird is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Bellbird shall each be restored to the position in which they would have been had no such payment been made.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Bellbird.
- 9. I/we irrevocably authorise Bellbird to obtain from any person or company any information which Bellbird may require for credit reference purposes. I/We further irrevocably authorise Bellbird to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Bellbird as a result of this Guarantee and Indemnity being actioned by Bellbird.
- 10. The above information is to be used by Bellbird for all purposes in connection with Bellbird considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:
FULL NAME:	FULL NAME:
HOME ADDRESS:	HOME ADDRESS:
DATE OF BIRTH:	DATE OF BIRTH:
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
NAME OF WITNESS:	NAME OF WITNESS:
OCCUPATION:	OCCUPATION:
PRESENT ADDRESS:	PRESENT ADDRESS:
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

#### Dean's Pty Ltd T/A Bellbird Kid-Z Educational Resources – Terms & Conditions of Trade

- Definitions "Bellbird" means Dean's Pty Ltd T/A Bellbird Kid-Z Educational Resources, its successors and assigns or any person acting on behalf of and with the authority of Dean's Pty Ltd T/A Bellbird Kid-Z Educational Resources. "Customer" means the person's or any person acting on behalf of and with the authority of the Customer requesting Bellbird to provide the Services as specified in any proposal, guadation, order, invoice or other documentation, and: (a) in these, is more than one customer, is a reference to each Customer jointly and (b) in the set of the second second
- (a) If there is more than one Customer, is a reference to each Customer jointly and severally and a part of a Trust, shall be bound in their capacity as a trustee and (c) includes the Customer severally as a trustee and (c) includes the Customer severally as a trustee, and (c) includes the Customer severally as a trustee, and (c) includes the Customer severally as a trustee, and (c) includes the Customer severally as a trustee, and (c) includes the Customer and the Customer 9.2

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- 2. 2.1 ince stomer is taken to have exclusively accepted and is immediately bound, jointly and i, by these terms and conditions if the Customer places an order for or accepts
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- Acceptance Accept 4. 4.1
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- profile or law training and the profile billing as a result of the Customer's relative to some profile or law training and the profile of the p
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- 5.6
- 5.7 5.8
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- (d) in the event of increases to Bellibrid in the cost of labour or materials which are beyond Bellibrid's control.

   Variations will be charged for on the basis of Bellibrid's guidation, and will be detailed in writing, and shown as Variations on Bellibrid's guidation, and will be charged for on the variation to the Price. Payment for all variations must be made in full at the time of their completion.

   All Bellibrid's control.
   All Bellibrid's control.

   All Bellibrid's cole discretion, a non-refundable deposit may be required.
   For centre floats / installations and/or large orders Belliprid requires a twenty-five (25%) percent deposit with a completed and approved credit application prior to delivery.
   12.4

   Cistomer of the date's determined by Bellibrid, which may be.
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   (i) before delivery of the Goods:
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   (c) tor approved Customer's shall be thrity (30) days following the date of invoice.
   12.6

   Stattemers will be issued on the first of every morth:
   12.6

   (ii) diaring any notice to the Contrary, the date which is thrity (30) days following the date of any invoice given to the Customer by Bellibrid.
   12.8

   Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit cast (a suchrage may apply the price the addition. The Price the addition days were of any one control with be date of any one control with bellibrid.
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   Unless otherwise stated the Price does not include GST. In addition to the Price the same basis as the Customer shoni include GST. In addition to the Price the sapple sets on the c 6.7
- website. Back orders will be automatically retained, reviewed daily and shipped weekly unless the Goods are available earlier. Bellbird reserves the right to cancel any back order under fifteen dollars (\$15.00) in value unless otherwise agreed. Back orders are shipped freigh 68
- Inteen donars (s15.00) in Value unless otherwise agreed. Back orders are shipped reight regit ime specified by Belbit of redievry of the Gods is an estimate only. The Customer must take delivery, Beltied by abelbit of redievry of the Gods is an estimate only. The Customer must take delivery being tate. In the event that the Customer is unable to take delivery of the Gods as arranged them Belbit of stall be critical to charge a reasonable fee for redelivery. Belbit of the Stall be constrained by the Customer as a result of delivery being tate. In the event that the Customer is unable to take delivery of the Gods as arranged them Belbit of stall be critical to charge a reasonable fee for redelivery. At Belbit's safe discription a storage fee may be charged for any Gods that have not been collected by the Customer, or were unable to be delivered by Belbit as agreed due to circumstances beyond the control of Belbit (including, but not limited to poor weather; hance availability of tradesmen causing delays). Where the Gods are stored for a part period, the storage fee will be calculated on a pro-rate basis. The Customer acknowledges upon agreement Belbit will store the Goods for contrel following and the many and we delivery and up charge parts the delivery date.
- upon agreement becauto wan stoke revolues in their wateriouse for up to unity (so) days an no charge past the delivery date. It is the Customer's responsibility to provide Bellbird, while at the site, with adequate access to available water, electricity, to lefel and parking facilities unless catered for within the contract preliminary in general. 6.10
- 7. 7.1 7.2
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- 7.4 7.5
- The Customer acknowledges and agrees that it is their sole responsibility to ensure they have all necessary approvals and/or permits in relation to the use of the Goods. The Customer shall be responsible for ensuring that the Goods ordered are suitable for their interded use. 7.6
- Interface use. Access The Customer shall ensure that Bellbird has clear and free access to the work site at all times to enable them to undertake the Services. Bellbird shall not be liable for any loss or 8. 8.1

- damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Bellbird. It is the responsibility of the Customer to ensure that access is subtable to accept the weight of laden trucks, front loaders, pallet jacks, trolleys, or other equipment as may be deemed necessary by Bellbird. Compliance with Laws The Customer and Bellbird shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services. 16.
- bylaws of government, local and offer public aufordities that may be applicable to the services. The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services. Belibid requires the Customer to complete and return the pro Customers in Victoria and ten (10) days for Customers in the other states. The Customer arguess that the stell will comply with any occupational health and safety taws relating to building/construction sites and any other relevant safety standards or legislation. Online Ordering The Customer acknowledges and agrees that: Cooks and or guarantee the website's performance or availability of any of its Cooks and or guarantee the website's performance or availability of any of its Cooks and or guarantee the website's performance or availability cannot warrant against delays or errors in transmitting data between the customer and Bellbird and legislation in transmitting data between the customer and Bellbird bellbird view label for any losses which the Customer suffers as a result of online the state false or misleadys or errors in Internentiting refers. Bellbird reserves the right to ferminate the Customer's order in the event that Bellbird learns that the Customer has groudled false or misleadys or errors in Internentiting orders. Bellbird reserves the right to leminate the Customer's and refere with toher uses or the administration of bellbird's Services, or violated these terms and conditions. 10. 10.1

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- ite librid and the Customer agree that ownership of the Goods shall not pass until: the Customer has paid Bellbird all amounts owing to Bellbird: even by Bellbird of any form of payment other bidgations to Bellbird. Suffer and the stand all of the payment of the transcass of an encognised suffer agreed that, until ownership of the Goods passes to the Customer in accordance the dustomer is only a ballee of the Goods and must return the Goods to Bellbird. pay It is
- (b)
- (c)
- further agreed that, unlik ownership of the Goods passes to the Customer in accordance clause 11.1: the Customer is only a bailee of the Goods and must return the Goods to Bellbird on request. In the Customer is only a baile of the Customer's insurance of the Goods on frust for the Customer must pay to Belbird the proceeds of any insurance in the event of the Goods being local charaged or destroyed. The Customer must not sell, dispose, or otherwise part with possession of the Goods on the could be proceeds of any such acro and the other and for market yale. If the Customer sells, disposes or parts with possession of the Goods mether than in the ordinary course of business and for market yale. If the Customer sells, disposes or parts with possession of the Goods or intermix them with other becads being induced and must pay or deliver the proceeds to Bellbird on demand. Unclose so the the Customer fords the resulting product on trust for the benefit of Bellbird and must say of deliver the proceeds to bellbird is to directs. the Customer dress on the the Customer fords have the sulting product to Bellbird as to directs. The Customer dress on the the Customer fords have the Bellbird to enter any premises where Bellbird Bellbird may recover possession of any Goods in transit whether or not delivery has Decurred. Bellbird may recover possession of any Goods in transit whether or not delivery has Decurred. 18. 18.1 (d) 18.2
- (e)
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- believes the Goods are kept and recover possession or une cucuss.
   Belicitiva may recover possession of any Goods in transit whether or not delivery has occurred.
   belicitiva may recover possession of any Goods in transit whether or not delivery has occurred.
   belicitiva gue away any interest in the Goods in transit whether or not delivery has believed.
   belicitiva gue away any interest in the Goods in transit whether or not delivery has occurred.
   belicitiva gue away any interest in the Goods hards in the property of believed.
   belibrid gue away any interest in the Goods hards in the coods sold notwithstanding that ownership of the Goods has not passed to the Customer.
   belibrid gue away any interest in all Goods and/or Goods and/or Goods sold notwithstanding that ownership of the PPSA.
   belibrid gue away any and conditions to my the PPSA.
   belibrid gue away any and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or Goods and/o 12. 12.1

  - prior witten consent of Bellbird;
     (d) not register, or permit to be registered, a financing, statement or a financing, change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Bellbird;
     (e) immediately advise Bellbird of ymateriad change in its business practices of selling statework which would result in a change in the nature of proceeds derived from such salescoord.
  - sales. The use of selling sales are the section of the salure of proceeds derived from such Bellibird and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Customer avaires their fights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Customer avaires their fights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

  - 18.9
- The Listomer must unconduinary fainy any actions taken by Beilord under clauses 12.3 Schact to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. Security and Charge in consideration of Bellibrid agreeing to supply the Goods, the Customer charges all of its rights, little and interest (whether join) or severally in any land, really or other assets capable of being charged, owned by the Customer either flow or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, un climited in the payment of any money). 19. 19.1

  - but not limited (o, the payment of any mõney). The Customer indemnities Bellibrid from and against all Bellibrid's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Bellibrid's fights under this classe, and lawful attorneyl's to perform all necessary acts to give effect to the provisions of this clause 31 including, but not limited to, signing any document on the Customers behalf. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Customer musi Inspect the Godds on deflivery and musit notliky any distributed adjure to comply with the description or quole: The Customer that notliky any distribute alleged defect in the Godds as soon as reasonably possible after any such defect becomes evident. Pholographic evidence will be required by the Customer to substantiate any damins submitted. 19.2 20.

  - 20.2
  - Pholographin, involutions, all to be required to the "Costomer to substahtiate any claims submitted. Under applicable State, Ferritory and Commonwealth Law (including, without limitation the statutory guarantees and warrantees including, without limitation the statutory guarantees and statutory implete the CA) may be implied into these terms and conditions Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Bellbird makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Bellbird may in expect of these warranties is limited to the tildlest extern germitted by law. It exits and the Adv Schedule 2 me CCA, Bellbird's liability is limited to defect or dmage in the Goods under this clause or the Codo. Bellbird may refund any money the Customer has paid for the Codos. If the Customer is not a consumer within the meaning of the CCA, Bellbird's liability for any defect or dmage in the Goods. Exist warranty card provided to the Customer (b) bellbird as end warrant to which Bellbird is entitled, if Bellbird did not manufacture the Goods. (c) otherwise negated pbsoclutey. 21. 21.1
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- 14.8

  - Goods: otherwise negated absolutely. Ject to this clause 14, returns will only be accepted provided that: the Customer has compiled with the provisions of clause 14.1; and Bellbirt has agreed that the Goods are defective; and the Goods are returned within a reasonable time at the Customer's cost (if that cost is ne Goods are returned within a reasonable time at the Customer's cost (if that cost is ne Goods are returned within a sclose a condition to that in which they were delivered as is norship. 22. 22.1 (d)
- possible. Withstanding clauses 14.1 to 14.8 but subject to the CCA, Bellbird shall not be liable for defect or damage which may be caused of partly caused by or arise as a result of: the Customer failing to properly minitain or store any Goods: the Customer using the Goods for any purpose other than that for which they were designed: Noi any (a) (b) 14.9 22.2
- (a) The Customer Ediming to projectly maintain or store any Goods.
   (b) The Customer using the Goods for any purpose other than that for which they were designed.
   (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably purdent operator or user.
   (c) the Customer failing to follow any instructions or guidelines provided by Bellbird:
   (e) that wear and tear, any accident, or act of God.
   (f) the Customer deparent to a reasonably purdent operator or user.
   (f) the Customer deparent to a reasonably purdent operator or user.
   (f) the Customer deparent to a reasonably purdent operator or user.
   (f) the Customer deparent to a strassonably purdent operator or user.
   (f) the Customer deparent to any accident, or act of God.
   (f) the Customer deparent to a the shad full opportunity to inspect the second hand Gods and agrees that Bellind has agreed to provide the Customer actinuous to the quely or valuability for any purpose and any inplicit at a strassonably opportunity to inspect to the second hand Gods and allow any instructional for the Customer actinuous accept a return on the conditions imposed by that law.
   22.7 Notwithstanding anything contained in this Cause if Bellibit of any customer with the allow.
   22.8 Deparent S(DS) are available on selected Gods by required by a law to accept a return on the conditions imposed by that law.
   22.9 Deparent to any store any decide design or transmitter to bellibit of any operation or instructions given to Bellibit of any customer shall reason and documents to be used without the every service to any store fully on a store and drawings and documents to be used without the every may accept a return on the customer shall reason and documents to all remains the property of bellibit do intringe any patent, registered design or transmark in th
- 14.12
- 14.13 15. 15.1
- 15.2

Please note that a larger print version of these terms and conditions is available from Bellbird on request.

- Justomer agrees that Bellbird may (at no cost) use for the purposes of marketing or into any competition, any documents, designs, drawings or Goods which Bellbird has ad for the Customer.
- 16.2
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- environment agress nati velition may (all no cod) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Bellbird has created for the Customer.
  Default and Consequences of Default Interest on overdue invoices shall accue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month as well as before any judgment.
  If the Customer shall accue daily from the date when payment becomes due, until the date or owers bellbird any money the Customer shall indemnify Bellbird from and against all costs and disbursements incurred by Bellbird in recovering the debt (including up of limited to internal administration fees, legal costs on a solicitor and own client basis.
  Further to any other rights or remedies Bellbird may have under this contract, if a Customer shall be liable for the amount of the reversed transaction, in addition to any further costs round by order of the Customer's abilitorits subsequencies is found to be liable for the amount of the reversed transaction, in addition to any further costs ray part of any order of the Customer's abilitor's subsequencies solitors soliton will be dated for the amount of the reversed transaction, in addition to any further costs ray part of any order of the Customer's abilitor's opinion the Customer will be unable to make a payment when it fails accument, and all ad all mounts owing to Bellbird shall, whether or not due for payment, become, or mediately payable if.
  (a) any more payable to Bellbird any payable date and any payable date any apprivation as anapgement with creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  (d) a receiver, manager, figuidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

  - (u) different difference of the Customer or any asset of the Customer. In the customer of the Customer or any asset of the Customer. Without prejudice to any other remedies Bellbird may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Bellbird may suspend or ferminate the supply of Goods to the Customer. Bellbird ill not be liable to the Customer for any loss or damage the Customer suffers because Bellbird has exercised its rights under this Clause. Bellbird has exercised its rights under this Clause. Bellbird has cancel any Contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by guing written notice to the customer. On anying sich notice Bellbird shall not be lable for any loss or damage the Customer start the event that the Customer cancels delivery of Goods the Customer start bus the cucled and the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Bellbird as a direct result of the cancellation (including, but not timeled to, any loss or domage the customer start because thems, will delinet by not be accepted once production has commende, or an order has been placed.

rivacy Act 1988 The Customer agrees for Bellbird to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Bellivid. The Customer agrees that Relibird may overhear to

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(d) to assess the creativornines to the custome management of the preceding two (2) years.
 The Customer consents to Ballbird being given a consumer credit report to collect overdue gammal of commercial credit marks and a credit information provided may be used and relatined by Bellbird for the following purposes (and for other agreed purposes or required by):
 (a) the provision of Goods and/or
 (b) analysing, verifying and/or checking the Customers credit, payment and/or status in relation the provision of Goods and/or
 (c) analysing, verifying and/or checking the Customers credit, payment and/or status in relation the provision of Goods and/or
 (c) enabling the collection of amounts outstanding in relation to the Goods.
 Bellbird may give information about the Customer to a CRB for the following purposes:
 (a) to obtain a consumer credit report,
 (b) allow the CRB to create or maintain a credit information file about the Customer The information given to the CRB may include:
 (a) personal information as outlined in 18.1 above:
 (b) name of the credit provider and that Bellird is a current credit provider to the customer to a CRB bellird is a current credit provider to the customer to a CRB bellird is a current credit provider to the customer to a current credit provider is a licensee:

name of the credit provider is a licensee: whether the credit provider is a licensee: type of consume credit, details concerning the Qustomer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested): advice of consumer credit details, overdue accounts, loon reportents or outstanding advice of consumer credit details, overdue accounts, loon reportents or outstanding advice of consumer credit details, overdue accounts, and the amount requested): advice of consumer credit details, overdue accounts and Belliard has been paid or otherwise discharged and all details surrounding that discharge (e.g. rates of navments):

alternatively use up of the provided and all details surrounded been paid or otherwise discharged and all details surrounded dates of payments); information that, in the opinion of Bellbird, the Customer has committed a serious credit

being paid of universe discharged and an detains subtruining inter discharge (e.g., e.g., information that, in the opinion of Bellbird, the Customer has committed as serious credit infringement.
(b) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and tifly dollars (S150).
The Customer's ability are the right to request (by e-mail) from Bellbird.
(a) advice that have the right to request (by e-mail) from Bellbird.
(b) advice that have the right to request (by e-mail) from Bellbird.
(a) advice that have the right to request (by e-mail) from Bellbird.
(b) that Bellbird does and discose any personal information about the Customer's request (by e-mail) or if it is no longer required unless it is required in order to full the obligations of this contract or is provided to that complaint within seven (f) days of receipt and with a seven (f) days of receipt and the complaint. In the event that the Customer's not satisfied with the resolution provided, the Customer can make a complaint (b) the influence on make a domentation. Commissione and to be litten and Bellbird with all complaint. In the event that the Customer is any item with Bellbird for repair, medification, exchange or for been indered the whole of any monies owing to bellbird are paid:
(a) the distribution any other sevice in relation to be litten and Bellbird with any.
(a) the distribution any other sevice in the sevice in distribution for nonsolates, sevice in relation to bellbird and the received or been indered the whole of any monies owing to bellbird with a period. Bellbird with a sevice in relation to be litten and Bellbird as on received or been indered to be whole of any monies owing to bellbird are paid:
(a) the digital continue desple the commencement of proceedings, or judgment for any monies owing to bellbird are based bellbird as and the sevice in relation of a sevice in relation and the received or any oming bellbird are based bellbi

eved: by handing the notice to the other party, in person: by leaving it at the address of the other party as stated in this contract; by sending it by registered post to the address of the other party as stated in this

(c) by sending it by registered post to the address of the other party as stated in this contract.
(d) if sent by factismile transmission to the fax number of the other party as stated in this contract (fany), on receipt of confirmation of the transmission;
(e) if sent by email to the other partys task known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

The second standard second of the lement of the Customer as trustee of the Trust; any alteration to or variation of the lemes of the Trust; any advancement of distribution of capital of the Trust; any resettlement of the trust property.

(iv) any resettlement of the trust property. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision by validation of these terms and conditions shall be invalid, void, provisions shall not be affected prejudiced or impared. These terms and conditions and any contract to which they apply shall be governed by the subject to the jurisdiction of the courts in Victoria. Subject to the jurisdiction of the courts in Victoria subject to the jurisdiction of the courts in Victoria Subject to the jurisdiction of the courts in Victoria Buffect to classe 14 Bellitot shall be under no is findly whatsevere to the Customer for any Ellibrit's lightly shall be limited to damages which under no circumstances hall exceed the Price of the Coods).

Bellbrird's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). If the Boods is a signal or any part of its rights and/or obligations under this Bellbrird may licence and domes's donsent the Customer cannol licence or assign without the written approval of Bellbrird. Bellbrird may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Bellbrird's sub-contractors without the authority of Bellbird. The Customer agrees that Bellbrird may amend breast liable effect from they notifying the Customer accels such changes, or otherwise at such time as the Customer and the subscience. Neither party shall be liable or any detard tue to any act of God, war, terrorism, strike lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of alther party such that be the subscience and God.

Iduction, inducated below, may new particular to the provided of the party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

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