



Diversity Food Limited T/A

**Machi**

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## CREDIT ACCOUNT APPLICATION

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

Applicants to provide photo identification with Credit Account Application.

<b>Customer's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Full or Legal Name:			
Trading Name: (If different from above)			
Delivery Address:			Postcode:
Billing Address:			Postcode:
Email Address:			
Phone No:		Fax No:	Mobile No:
Contact (for order)		Name:	Mobile No:
<b>Personal Details:</b> (please complete if you are an Individual)			
Driver's Licence No: (Please attach a copy)		Private Address:	Postcode:
<b>Business Details:</b> (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)			
Company Number:		Date Incorp. (current owners):	
Nature of Business:			
Paid Up Capital: \$		Estimated Monthly Purchases: \$	Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged (to whom):			
Directors / Owners / Trustee (if more than two, please attach a separate sheet)			
(1) Full Name:			D.O.B.
Private Address:			Postcode:
Driver's Licence No: (Please attach a copy)		Phone No:	Mobile No:
(2) Full Name:			D.O.B.
Private Address:			Postcode:
Driver's Licence No: (Please attach a copy)		Phone No:	Mobile No:
<b>Account Terms:</b> <input type="checkbox"/> 7 Days <input type="checkbox"/> COD <input type="checkbox"/> Direct Debit payment only for 7 Days Account			
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:			
Accounts Contact (for Payment):			Phone No:
Bank and Branch:			Account No:
<b>Trade References:</b> (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 Diversity Food Limited T/A Machi 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.

SIGNED (CUSTOMER): \_\_\_\_\_ SIGNED (CUSTOMER): \_\_\_\_\_ SIGNED (SELLER): \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

CREDIT  
CONTROL

Protected by EC Credit Control – Credit Management Specialists  
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## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Diversity Food Limited T/A Machi and its successors and assigns ("the Seller") 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 the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of goods and services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with the Seller, 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 the Seller, the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the goods and/or services 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 of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Seller and each director of the Seller 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 the Seller may reasonably require to:
  - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - register any other document required to be registered by the PPSA or any other law; or
  - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** the Seller 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, the Seller in connection with:
  - the supply of goods and/or services to the Customer; or
  - the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees' costs of collection and legal costs; or
  - monies paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Customer.

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read, and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 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 all monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on the Seller'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 the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
  - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
  - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
  - any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
- 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, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 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 the Seller.**
- I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller 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 the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

**For and on behalf of the Customer I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.**

#### GUARANTOR-1

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

#### GUARANTOR-2

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners

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

4. 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**

# Diversity Food Limited T/A Machi – Terms & Conditions of Trade

1.	<b>Definitions</b>	Goods as agreed solely due to any action or inaction of the Customer, then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.	amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:
1.1	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	7.4	(a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to make a payment when it falls due;
1.2	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using the Seller's website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	8.	(b) the Customer has exceeded any applicable credit limit provided by the Seller;
1.3	"Customer" means a person, persons, entities or any person acting on behalf of and with the authority of the Customer requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice or other documentation; and	8.1	(c) the Customer becomes insolvent, convenes a meeting with its creditors or processes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
	(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and	8.2	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
	(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and		<b>Compliance with Law</b>
	(c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and	16.1	The Customer and the Seller shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the handling and storage of the Goods.
	(d) includes the Customer's executors, administrators, successors and permitted assigns.	16.2	The Seller warrants that Goods manufactured on its registered premises, and supplied to Customers, shall meet all safety regulations and standards as defined by the Hazard Analysis and Critical Control Points (HACCP), Food Safety Programme, and are extensively suitable for public consumption and thereby compliant with the Australia New Zealand Food Standards Code.
1.4	"Good" means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	16.3	The Seller has a product safety and product recall procedures in place which will conform to the requirements of all laws and the recommendations of the Australian and New Zealand Food Authority.
1.5	"Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Seller and the Customer in accordance with clause 6 below.	16.4	Any alleged claims of contamination, accidental inclusion or food borne illnesses must be reported to the Seller's management in writing as soon as reasonable practicable. The Seller reserves the right to inspect any items attributed to the claim and any relevant laboratory testing or analysis, but not limited to any loss of profits, statements or dissemination of information in any formal including social media.
1.6	"Seller" means Diversity Food Limited T/A Machi, its successors and assigns.	17.	<b>Cancellation</b>
2.	<b>Acceptance</b>	17.1	Without prejudice to any other remedies the Seller may have, if at any time the Customer in breach of any obligation relating to the payment under this Contract, these terms and conditions the Seller may suspend or terminate the supply of Goods to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.
2.1	The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Goods.	17.2	The Seller may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Seller shall repay to the Customer any money paid by the Customer for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	17.3	In the event that the Customer cancels Delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits).
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	17.4	Cancellation of orders for Goods made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or where there has been placed.
2.4	(a) the supply of Goods on credit shall not take effect until the Customer has completed a credit application with the Seller and it has been approved with a credit limit established for the account;	18.1	<b>Private Policy</b>
	(b) in the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse Delivery; and	18.1	All emails, documents, images or other recorded information held or used by the Seller is "Personal Information" as defined and referred to in clause 18.3 and technologies, such as pixels and web beacons (if applicable), such technology to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines as set out in the Act. The Seller acknowledges that in the event it becomes aware of any data breaches and/or disclosure of Personal Information, whether collected by the Seller that may result in serious harm to the Customer, the Seller will notify the Customer in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Customer by written consent, unless subject to an order of law.
	(c) Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Seller reserves the right to vary the Price with alternative Goods as per clause 6.2. The Seller also reserves the right to halt Delivery until such time as the Seller and the Customer agree to resume the supply of Goods.	18.2	Notwithstanding clause 18.1, privacy limitations will extend to the Seller in respect of Cookies where the Customer utilises the Seller's website to make enquiries. The Seller agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information about such Customers;
2.5	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.		(a) IP address, browser, email client type and other similar details;
3.	<b>Errors and Omissions</b>		(b) tracking website usage and traffic; and
3.1	The Customer acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s), resulting from an inadvertent mistake made by the Seller in the formation and/or administration of this Contract; and/or		(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
	(b) contained in information from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services.		If the Customer consents to the Seller's use of Cookies on the Seller's website and later wishes to withdraw consent, the Customer may manage and control the Seller's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
3.2	In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of the Seller, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.	10.	(d) the Customer acknowledges the Seller's agent to:
4.	<b>Change in Control</b>	10.1	(a) IP address, browser, email client type and other similar details;
4.1	The Customer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address and contact details, or fax number, change of trustee or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.	10.2	(b) tracking website usage and traffic; and
5.	<b>Ordering via the Mobile App</b>		(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
5.1	The Customer acknowledges and agrees that:		If the Customer consents to the Seller's use of Cookies on the Seller's website and later wishes to withdraw consent, the Customer may manage and control the Seller's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
	(a) the Seller does not guarantee the mobile application's ("Mobile App") performance;	18.3	(d) the Customer acknowledges the Seller's agent to:
	(b) display on the Mobile App does not guarantee the availability of any particular Goods; therefore, all orders placed through the Mobile App shall be subject to confirmation of acceptance by the Seller;		(a) IP address, browser, email client type and other similar details;
	(c) ordering via the Mobile App may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;		(b) tracking website usage and traffic; and
	(d) there are inherent hazards in the distribution, and as such the Seller cannot warrant against delays or errors in transmitting data between the Customer and the Seller including orders, and you agree that to the maximum extent permitted by law, the Seller shall not be liable for any losses which the Customer suffers as a result of ordering via the Mobile App not being available or for delays or errors in transmitting orders;		(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
	(e) when making a transaction through the Mobile App, the Customer's information (including name, address and contact details, or fax number, change of trustee or business practice) and any other similar technology as disclosed by the Seller and/or displayed on the Mobile App. The encryption process ensures that the Customer's information cannot be read by or altered by outside influences;	10.3	(d) the Customer acknowledges the Seller's agent to:
	(f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, the Seller shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card for the transaction.	10.4	(a) IP address, browser, email client type and other similar details;
5.2	The Seller reserves the right to terminate the Customer's order if it learns that you have provided false or misleading information, interfered with other users or the administration of the Seller's business, or violated these terms and conditions.	10.5	(b) tracking website usage and traffic; and
6.	<b>Price and Payment</b>	10.6	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
6.1	At the Seller's sole discretion the Price shall be either:	10.7	(d) the Customer acknowledges the Seller's agent to:
	(a) as indicated on any invoice provided by the Seller to the Customer; or	11.	(a) IP address, browser, email client type and other similar details;
	(b) the Price as at the date of delivery of the Goods according to the Seller's current price list; or	11.1	(b) tracking website usage and traffic; and
	(c) the Seller's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of seven (7) days.	11.2	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
6.2	The Seller reserves the right to change the Price:	11.3	(d) the Customer acknowledges the Seller's agent to:
	(a) a variation to the Goods which are to be supplied is requested; or	12.	(a) IP address, browser, email client type and other similar details;
	(b) if a variation to the Services originally specified (including any applicable plans or specifications) is requested; or	12.1	(b) tracking website usage and traffic; and
	(c) where additional Services are required due to the discovery of hidden or unidentified difficulties (including, but not limited to, delays from third party suppliers) which are only discovered on commencement of the Services; or	12.2	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
	(d) in the event of increases to the Seller in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Seller's control.	12.3	(d) the Customer acknowledges the Seller's agent to:
6.3	Variations will be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as variations on the Seller's invoice. The Customer shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	12.4	(a) IP address, browser, email client type and other similar details;
6.4	At the Seller's sole discretion a non-refundable deposit may be required.	12.5	(b) tracking website usage and traffic; and
6.5	Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the Seller's demand or the Seller, which may be:	12.6	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
	(a) on or before Delivery of the Goods;	12.7	(d) the Customer acknowledges the Seller's agent to:
	(b) by way of instalments/progress payments in accordance with the Seller's payment schedule;	12.8	(a) IP address, browser, email client type and other similar details;
	(c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;	12.9	(b) tracking website usage and traffic; and
	(d) the date specified on any invoice or other form as being the date for payment; or	12.10	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
	(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Seller.	12.11	(d) the Customer acknowledges the Seller's agent to:
6.6	Payment may be made by cash, electronic line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Seller.	12.12	(a) IP address, browser, email client type and other similar details;
6.7	The Seller may in its discretion allocate any payment received from the Customer towards any invoice that the Seller determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Seller may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Seller, payment will be deemed to be allocated in such manner as preserves the maximum value of the Seller's Purchase Money Security Interest (as defined in the PPSA).	12.13	(b) tracking website usage and traffic; and
6.8	The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.	12.14	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
6.9	Unless otherwise stated, the Seller does not include GST in addition to the Price, the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	12.15	(d) the Customer acknowledges the Seller's agent to:
7.	<b>Delivery of Goods</b>	12.16	(a) IP address, browser, email client type and other similar details;
7.1	"Delivery" ("Delivery") of the Goods is taken to occur at the time that:	12.17	(b) tracking website usage and traffic; and
	(a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Seller's address; and	12.18	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
	(b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	12.19	(d) the Customer acknowledges the Seller's agent to:
7.2	At the Seller's sole discretion the cost of Delivery is in addition to the Price.	12.20	(a) IP address, browser, email client type and other similar details;
7.3	Any time specified by the Seller for Delivery of the Goods is an estimate only and the Seller will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. However both parties agree that they shall make every endeavour to ensure the Goods to be delivered at the Customer's place are arranged between both parties. In the event that the Seller is unable to supply the	12.21	(b) tracking website usage and traffic; and
		12.22	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
		12.23	(d) the Customer acknowledges the Seller's agent to:
		12.24	(a) IP address, browser, email client type and other similar details;
		12.25	(b) tracking website usage and traffic; and
		12.26	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
		12.27	(d) the Customer acknowledges the Seller's agent to:
		12.28	(a) IP address, browser, email client type and other similar details;
		12.29	(b) tracking website usage and traffic; and
		12.30	(c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may track and review that information (collectively "Personal Information")
		12.31	(d) the Customer acknowledges the Seller's agent to:
		12.32	(a) IP address, browser, email client type and other similar details;
		12.33	(b) tracking website usage and traffic; and
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Name of account to be debited:

**AUTHORITY  
TO ACCEPT  
DIRECT DEBITS**

**(Not to operate as an  
assignment or agreement)**

Account details:

--	--	--	--	--	--

Bank Branch

--	--	--	--	--	--	--	--

Account Number

--	--	--

Suffix

To: The Manager, (Please Print Full Postal Address Clearly for Window Envelope)

Bank Branch

.....

Address (P O Box )

Town/City

.....

**AUTHORISATION CODE**

1	2	2	2	1	7	9
---	---	---	---	---	---	---

Date \_\_\_\_\_

I/We authorise you until further notice in writing to debit my/our account with you all amounts which

**Machi**

(hereinafter referred to as the Initiator)

the registered Initiator of the above Authorisation Code may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

Information to appear in my/our bank statement

PAYER PARTICULARS

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

PAYER CODE

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

PAYER REFERENCE

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NAME OF ACCOUNT

\_\_\_\_\_

AUTHORISED SIGNATURE(S)

For Bank Use Only

Approved

2217  
0816

Date  
Received:

Recorded  
By:

Checked  
By:

BANK STAMP

## **CONDITIONS OF THIS AUTHORITY**

### **1. The Initiator:**

- 1.1 Will provide notice either:
  - 1.1.1. in writing; or
  - 1.1.2. by electronic mail where the Customer has provided prior written consent to the Initiator.
- 1.2 Has agreed to give advance Notice of the net amount of each Direct Debit and the due date of the debiting at least 2 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated.
  - 1.2.1 The advance notice will include the following message:  
“Unless advice to the contrary is received from you by (date\*), the amount of \$..... will be directly debited to your Bank account on (initiating date\*).”  
\*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.
- 1.3 May, upon the relationship which gave rise to this Instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Instruction. Upon receipt of such notice the Bank may terminate this Instruction as to future payments by notice in writing to me/us.
- 1.4 May rely on this authority to debit a different bank account upon receipt of instructions from the customer via a bank to which their account has been transferred

### **2. The Customer may:**

- 2.1 At any time, terminate this Instruction as to future payments by giving written (or by the means previously agreed in writing) notice of termination to the Bank and to the Initiator.
- 2.2 Stop payment of any Direct Debit to be initiated under this Instruction by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- 2.3. Request the Bank to reverse any Direct Debits initiated by the Initiator under the Instructions by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the Instructions and/or Confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the Instructions.

### **3. The Customer acknowledges that:**

- 3.1 This Instruction will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.
- 3.2 In any event this Instruction is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- 3.3 Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Instruction. Any other disputes lies between me/us and the Initiator.
- 3.4 Where the Bank has used reasonable care and skill in acting in accordance with this Instruction, the Bank accepts no responsibility or liability in respect of:
  - 3.4.1. the accuracy of information about Direct Debits on Bank statements; and
  - 3.4.2. any variations between notices given by the Initiator and the amounts of Direct Debits.
- 3.5 The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with clause 1.1, nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

### **4. The Bank may:**

- 4.1 In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Instruction, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- 4.2 At any time terminate this Instruction as to future payments by notice in writing to me/us.
- 4.3 Charge its current fees for this service in force from time to time.
- 4.4 Upon receipt of an “authority to transfer form” signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to Accept Direct Debits