

**CURTIN STUDENT GUILD
CLUB CREDIT APPLICATION FORM**

BUSINESS CONTACT INFORMATION

Club Name:

Phone:

E-mail:

Registered Club Address:

City:

State:

Post Code:

A.B.N Number if applicable:

Date Club Registered:

ACCOUNT/TREASURER DETAILS

Account/Treasurer Name:

Email Address

Phone:

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice, unless otherwise stated on the invoice.
2. Deposits require immediate payment unless otherwise stated on the invoice.
3. Claims arising from invoices must be made within seven working days.

AUTHORISED SIGNATURES

Signing of this credit application form confirms that you have read and fully agree with the attached Terms & Conditions.

TWO SIGNATURES REQUIRED, PRESIDENT AND ONE OTHER OFFICE BEARER.

SIGN: _____

SIGN: _____

PRINT: _____

PRINT: _____

POSITION: PRESIDENT _____

POSITION: _____

DATE: _____

DATE: _____

TERMS AND CONDITIONS OF SALE AND PROVISION OF SERVICES

1. Sale of goods / Provision of services

- 1.1 Curtin Student Guild provides the goods and/or services subject to these terms and conditions, unless otherwise agreed in writing.
- 1.2 When the Purchaser makes an offer or order to purchase goods and/or services, and that offer or order is accepted by Curtin Student Guild, the Purchaser agrees and acknowledges that these Conditions will be binding on both Parties for the purposes of the sale of the goods and/or provision of services.
- 1.3 These Conditions may only be amended or varied by written agreement signed by both Parties.

2. Orders

- 2.1 Information provided by Curtin Student Guild in respect of the goods and/or services (including price lists) does not constitute an offer to sell but an invitation to treat only.
- 2.2 An order or offer to purchase is an offer to purchase goods and/or services at the price set by Curtin Student Guild as at the date of delivery (plus delivery and other applicable charges).
- 2.3 Curtin Student Guild reserves the right to accept or reject any order (in whole or in part) for any reason.
- 2.4 Without limiting clause 2.3, Curtin Student Guild may reject an order or offer if the Purchaser's application for credit is rejected, the Purchaser fails to pay for other goods and/or services ordered, the goods are unavailable, there is an error in the price or the description of goods and/or services, or an error in the order.

3. Specifications

Curtin Student Guild reserves the right to change the specifications of goods and/or services from time to time without notification to the Purchaser.

4. Price

4.1 Unless otherwise notified by Curtin Student Guild in writing, all prices for goods and/or services –

- (a) Are in Australian dollars;
- (b) Are subject to change without notice; and
- (c) Exclude delivery and other applicable charges.

4.2 Unless otherwise agreed in writing, the price payable for the goods and/or services is the price set by Curtin Student Guild at the date of delivery (plus delivery and other applicable charges).

4.3 Price estimates are not quotations and are subject to change.

5. Payment

5.1 The Purchaser must pay the price (and delivery and other applicable charges) for the goods and/or services in accordance with the payment date specified on the invoice provided by Curtin Student Guild. Curtin Student Guild reserves the right to pass on to the Purchaser all costs associated with particular forms of payment (for example merchant fees charged on credit card payments). Where a payment is due on a weekend or public holiday in Western Australia, payment is required by the preceding working day.

5.2 Where the Purchaser fails to make full payment by the due date, Curtin Student Guild may, in its absolute discretion –

- (a) Refuse to supply the Purchaser with further goods and/or services; or
- (b) Require the Purchaser to pay for further goods and/or services in full prior to delivery.

5.3 Time is of the essence in respect of the Purchaser's obligation to make payment for goods and/or services.

5.4 Any payments the Purchaser makes to Curtin Student Guild will be applied as follows:

- (a) First, as reimbursement in accordance with clause 13.3(b) for any collection costs and expenses incurred;
- (b) Second, in payment of any interest charged to the Purchaser in accordance with clause 13.3(a); and
- (c) Third, in satisfaction or part satisfaction of the oldest portion of the Purchaser's account.

5.5 Where Curtin Student Guild owes a debt to the Purchaser, Curtin Student Guild may deduct (off-set) the amount of that debt against any amount paid to Curtin Student Guild by the Purchaser.

6. GST

Unless otherwise stated, all amounts payable for the goods are expressed inclusive of any goods and services tax ("GST"). Curtin Student Guild reserves the right to recover from the Purchaser all GST payable in respect of the supply of the goods and/or services.

7. Delivery

7.1 If the Purchaser claims that the goods were defective, short delivered or otherwise not the goods specified in the order, the Purchaser must notify Curtin Student Guild in writing (including sufficient particulars) within seven (7) days of delivery. If the Purchaser fails to notify Curtin Student Guild within this time, the goods will be treated as having been accepted by the Purchaser and Curtin Student Guild will be discharged from any liability in respect of the goods being wrong or defective or short delivered.

7.2 Curtin Student Guild will make all reasonable efforts to deliver the goods within the times agreed, however the Purchaser acknowledges that all quoted delivery times are estimates only and failure to deliver by those time will not constitute a breach of these Conditions. Curtin Student Guild will not be liable for any loss or damage howsoever arising as a result or consequence of any delay in delivery. The Purchaser will not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery.

7.3 Delivery occurs when the goods are first left with the Purchaser (or at the Purchaser's premises or other agreed place). Curtin Student Guild is not required to obtain the Purchaser's signature as proof of delivery. Upon delivery, all risk in the goods passes to the Purchaser.

8. Title to goods

8.1 Ownership in the goods remains with Curtin Student Guild and title does not pass to the Purchaser until Curtin Student Guild has received payment in full for the goods and all sums owing on Purchaser's accounts with Curtin Student Guild.

8.2 From the time the goods are delivered to the Purchaser until the time title passes to the Purchaser in accordance with clause 8.1, the Purchaser takes custody of the goods and retains them as the Bailee of Curtin Student Guild.

8.3 If the Purchaser fails to pay Curtin Student Guild for the goods by the due date for payment, the Purchaser (without prejudice to any other right or remedy Curtin Student Guild may have) agrees to deliver the goods to Curtin Student Guild upon demand, and consents to Curtin Student Guild entering the premises at which the goods are stored and retaking possession of the goods.

9. Recalls

In the event of a product recall over the goods, the Purchaser agrees to give Curtin Student Guild such assistance as is reasonably required in relation to that recall.

10. Certificates

In the absence of manifest error -

- (a) the written records of Curtin Student Guild in relation to a delivery of goods will be conclusive evidence of the type and quantity of goods delivered and the date and time of delivery; and
- (b) Certification from a Curtin Student Guild authorised representative will be conclusive evidence of the amount owed for the goods.

11. Exclusion of warranties and liability

11.1 Curtin Student Guild gives no express warranty in relation to the goods and/or services. To the fullest extent permitted by law, all conditions and warranties, whether express or implied by law or otherwise, which may be binding on Curtin Student Guild are excluded.

11.2 Where a condition or warranty cannot be lawfully excluded, the sole liability of Curtin Student Guild for any breach of that condition or warranty is limited, at Curtin Student Guild's election, to –

- (a) Replace or repair the goods (including the possible replacement with equivalent goods)
- (c) Payment of the cost of replacing or remaining the goods (including purchasing or acquiring equivalent goods); or
- (d) Re-performing any non-conforming services.

11.3 The Purchaser agrees and acknowledges that it has not relied on the skill or judgment of Curtin Student Guild as to whether the goods and/or services are reasonably fit for any purpose.

11.4 Any description of the goods and/or services contained in the order or any other document is given by way of identification only.

11.5 Except to the extent that it cannot be lawfully excluded, Curtin Student Guild will not be liable to any person for any loss or damage (consequential or otherwise) suffered or incurred by that person:

- (a) in relation to the goods and/or services; and
- (b) Caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind of or in the goods and/or services.

12. Indemnity

12.1 To the fullest extent permitted by law, the Purchaser indemnifies Curtin Student Guild and agrees to keep Curtin Student Guild indemnified, against all loss, liability, costs (including legal costs) and expenses arising directly or indirectly as a result of or in connection with the supply of goods and/or services.

12.2 The liability of the Purchaser in clause 12.1 is reduced proportionately to the extent that Curtin Student Guild has contributed to the loss, liability, cost or expense.

13. Default

13.1 The Purchaser will be in default if the Purchaser breaches these Conditions.

13.2 Without limiting clause 13.1, the Purchaser breaches these Conditions if –

- (a) Payment in full for the goods and/or services is not made by the due date;
- (b) the Purchaser attempts to assign or transfer the benefit of these Conditions without obtaining the consent of Curtin Student Guild;
- (c) if the Purchaser is an individual and declares or commits an act of bankruptcy, enters into an arrangement or composition with its creditors or signs an authority under Part X of the Bankruptcy Act; or
- (d) If the Purchaser is a corporation and suffers the appointment of controller, administrator, receiver or liquidator, has winding up proceedings initiated against it or ceases or threatens to cease carrying on business.

13.3 If the Purchaser is in default under clause 13.1, Curtin Student Guild may –

- (a) charge interest on all amounts the Purchaser owes to Curtin Student Guild at the rate of 2.5% per month following the due date for payment until payment is made in full;
- (b) be reimbursed for and recover from the Purchaser, all costs and expenses incurred by Curtin Student Guild in seeking to collect debts, including without limitation, the costs of any collection agents and legal costs (on a solicitor and client basis);
- (c) demand immediate payment for all goods and/or services supplied by Curtin Student Guild, notwithstanding that the payment of those goods and/or services would not otherwise have been then due and payable;
- (d) terminate or suspend delivery of any order for goods and/or services; and/or
- (e) terminate any agreement and cease supplying the Purchaser with goods and/or services

13.4 Curtin Student Guild is not obliged to notify the Purchaser before exercising a right under clause 13.3 and these rights will be in addition to any other rights that Curtin Student Guild may have.

14. Force majeure

If a Party is prevented from or delayed in complying with an obligation (other than to pay money) under these Conditions by an event beyond its reasonable control, performance by it of that obligation is suspended during the time, but only to the extent that, compliance is prevented or delayed.

15. Intellectual Property

15.1 Curtin Student Guild makes no representations or warranties in relation to its rights or otherwise to deal with any Intellectual Property subsisting in the goods and/or services.

15.2 Any Intellectual Property subsisting in the goods or created or arising from the provision of services shall vest in Curtin Student Guild.

16. Miscellaneous

16.1 If a provision in these Conditions is unenforceable, illegal or void then it is severed and the remaining terms and conditions continue to operate.

16.2 The Purchaser must not assign or otherwise deal with these Conditions without the consent of Curtin Student Guild, which may be given or withheld at Curtin Student Guild's absolute discretion.

16.3 These Conditions must be read and construed in accordance with the laws of Western Australia and the Parties submit to the jurisdiction of the courts and tribunals of that State and of the Commonwealth.

16.4 All of the rights and obligations of each Party under these Conditions which by their nature or context must survive termination and/or expiry, will survive the termination and/or expiry of these Conditions.