



COMMERCIAL CREDIT APPLICATION



THE APPLICANT

Applicant Name:	
Trading Name:	ABN No:
Trainers Licence No:	Length of Time Held:
Postal Address:	
Suburb:	Postcode:
Telephone (Mobile):	Telephone (Business):
Email:	Fax:

BANK DETAILS

Monthly Credit Required: \$	
Bank:	
Branch:	Telephone:

TRADE/BUSINESS REFERENCES

Name:	Telephone:
Address:	Fax:

Name:	Telephone:
Address:	Fax:

Name:	Telephone:
Address:	Fax:

ACKNOWLEDGMENT

Notwithstanding any decision made by Australian Trainers' Association and Racing Supplies Pty Ltd (ATA) in relation to the granting of credit, the Applicant acknowledges and agrees to the Terms and Conditions of Australian Trainers' Association and Racing Supplies Pty Ltd which appear on the reverse side of this Commercial Credit Application and furthermore authorises & consents for the ATA to enquire upon the Commercial Trade Reference(s) provided above.

Australian Trainers' Association will notify the Applicant of the decision made by it and Racing Supplies Pty Ltd in relation to the granting of credit to the Applicant at our earliest opportunity.

Print Name: _____ Signature: _____

Date: ____ / ____ / ____

*** Please ensure that you receive 2 pages if this form has been faxed ***

AUSTRALIAN TRAINERS' ASSOCIATION
 (ABN 86 182 142 206)
 400 Epsom Road, Flemington, 3031
 Ph: (03) 9372 1688 Fax: (03) 9372 1699
 Email: ata@austrainers.com.au



RACING SUPPLIES PTY LTD
 (ABN 22 005 757 344)
 Warehouse 7, 41 Sabre Drive, Port Melbourne, 3207
 Ph: (03) 9681 7415 Fax: (03) 9681 7416
 Email: racingsupplies@austrainers.com.au

TERMS AND CONDITIONS OF SALE

1. Definitions

"ATA" means the Australian Trainers Association;

"Customer" means a person, firm or corporation seeking to acquire goods from the Supplier, and if there is more than one, these Terms and Conditions bind them jointly and each of them severally;

"goods" means goods supplied by ATA or Racing Supplies to the Customer;

"GST" means any consumption tax imposed by government, whether at point of supply or at some other specified occurrence, by whatever name, and includes (without limitation) a goods and services tax, a broad based consumption or indirect tax and value-added tax;

"Racing Supplies" means Racing Supplies Pty Ltd (ACN 005 757 344)

"Services" means services supplied by ATA or Racing Supplies to the Customer;

"Supplier" means the ATA or Racing Supplies.

"tax invoice" means a tax invoice which complies with the definition contained in section 29-70 of A New Tax System (Goods and Services Tax) Act 1999 or any amending legislation; and

"Terms and Conditions" means these Terms and Conditions of Sale.

2. Application

The Terms and Conditions apply exclusively to every contract for the sale of goods by the Supplier to the Customer and cannot be varied or supplanted by any other condition(s) including those that may be proposed by a Customer or printed on a Customer's purchase order unless expressly accepted in writing by the Supplier.

3. Acknowledgments

The ATA and its customers acknowledge that all racing secretarial services will be performed by the ATA in accordance with the Australian and Local Rules of Racing and that in performing such services the ATA has the authority of its customers to act on their behalf in all dealings with Australian Race Clubs and/or Race Authorities.

4. Payment

4.1 Payment for goods and services supplied by the Supplier must be made upon supply of the goods or services.

4.2 Credit terms, being 30 days from the date of invoice, will be provided at the absolute discretion of the Supplier.

4.3 For the purposes of the GST, a tax invoice will be provided to the Customer within 7 days of the date that full payment in cleared funds is received by the Supplier.

4.4 Payment by debit or credit or charge cards may incur an additional fee that is due and included upon processing your payment.

5. Payment Default

5.1 If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would become payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any other remedy available to it:-

- (a) charge the Customer interest on any sum due at the rate of 2% per month for the period from the due date until the date of payment in full;
- (b) charge the Customer for all expenses and costs (including legal costs on a solicitor/own client basis) incurred by it in taking whatever action it deems appropriate to recover any sum due or repossession of any goods supplied;
- (c) cease or suspend for such period as they think fit supply of goods and services to the Customer without liability to the Customer or any third party for any loss or damage whether of a direct or consequential nature.
- (d) By notice in writing to the Customer, terminate any contract with the Customer without liability for any direct or indirect loss or damage that may be caused to the Customer or any third party.

5.2 If a cheque given in payment for goods is dishonoured for whatever reason, the Customer agrees to reimburse the Supplier its reasonable costs which it incurs as a result.

6. Passing of Property

Until full payment in cleared funds is received by the Supplier for all goods sold by it to the Customer, as well as all other amounts owing on any account to the Supplier by the Customer:-

- (a) title in the goods remains vested in the Supplier and does not pass to the Customer;

- (b) the goods are held as fiduciary bailee and agent for the Supplier;
- (c) the Supplier may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.

7. Provision of Credit

The Supplier may at any time and for whatever reason suspend, cancel, reduce or review a customer's credit facility.

8. Pricing

- 8.1 Each amount, of whatever description, specified as payable by the Customer to the Supplier under any Contract or Agreement is expressed net of GST. In addition to the amount payable, the Customer must therefore pay to the Supplier on demand, the GST payable by the Supplier in respect of that amount.
- 8.2 Prices do not include sales tax (if applicable) or any other taxes duties or imposts imposed on the goods or services in Australia or the costs of delivery, carriage, packaging and insurance of the goods from the Supplier's premises unless otherwise specifically agreed to by the Supplier.
- 8.3 Where there is any change in the costs incurred by the Supplier in relation to the goods or services, the Supplier may vary its prices without prior notice for goods and services on order to take account of any such changes.

9. Delivery

Any period or date stated by the Supplier for the collection or delivery of the goods or services is intended as an estimate only and is not a contractual commitment. The Supplier will use its best endeavours to meet any estimated dates but will in no circumstances whatsoever be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

10. Risk in Goods

Risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Customer immediately upon despatch of the goods from the Supplier's premises.

11. Liability

- 11.1 All conditions and warranties implied into contracts for the supply of goods at law or pursuant to any Federal or State legislation are excluded to the maximum extent permitted.
- 11.2 Subject to the extent permitted by State and Federal legislation applicable to the sale of goods, replacement of the goods is the absolute limit of the Supplier's liability howsoever arising under or in connection with the supply of the goods, the description, quality, condition, merchantability or fitness for purpose of the goods or alternatively the sale, use of or any other dealings with the goods by the Customer or any third party.
- 11.3 The Supplier is not liable for consequential loss suffered by the Customer or any third party however caused, including but not limited to loss of profits, business or goodwill.
- 11.4 Any advice, recommendation, information or assistance provided by the Supplier in relation to the goods supplied by it or their use or application is given in good faith, is believed by the Supplier to be appropriate and reliable, however, it is provided with a disclaimer for any liability or responsibility on the part of the Supplier.

12. Cancellation

- 12.1 If, through circumstances beyond the control of the Supplier, the Supplier is unable to supply the goods, then the Supplier may cancel the Customer's order (even if it has already been accepted) by notice to the Customer. The Supplier will be under no liability to the Customer or any third party for any damages or losses, direct or indirect, resulting from such cancellation.
- 12.2 No purported cancellation or suspension of an order or any part thereof by the Customer is binding on the Supplier after that order has been accepted by the Supplier.

13. Jurisdiction

These Terms and Conditions will be governed by the laws of Victoria and the parties hereby submit to the exclusive jurisdiction of the Victorian Courts and the Federal Court of Australia (Victoria Registry).