



SIPPAH FUNDRAISING ORDER FORM

PLEASE COMPLETE ALL SECTIONS OF THIS FORM



Trading Name: _____ ABN No: _____ ACN No: _____

Legal Names (for Companies): _____

Legal Status (Please circle): Limited Liability Company Sole Trader Partnership Trust Not for Profit

Delivery Address: _____

Postal Address: _____

Phone No: _____ Facsimile _____ Email: _____

Contact Person: (A) Purchasing _____ (B) Payments _____

Nature of Business: _____ Year Trading Commenced: _____

Full Name if Proprietors / Partner / Director / Principles (2)	Date of Birth	Home Address	Phone Number

Trade References

Business Name	Contact Name	Phone Number

Full Name of Guarantor	Date of Birth	Home Address	Phone Number

Signature of Guarantor: _____ Name (Printed): _____ Date: _____

Month you plan to run Fundraising Drive: (month)	Qty of Fundraising Crates required: (Qty)	Total amount to be invoiced: (\$26 x Qty) (\$)

Signature: _____ Name (Printed): _____ Date: _____

Simply scan and email your completed Fundraising Form to enquiries@sipahh.com.au to confirm your Sipahh order.

CLUB TRADING & DISTRIBUTION TERMS AND CONDITIONS OF TRADE

1 Interpretation

1.1 In this agreement unless the context otherwise requires:

“Agreement” means the agreement between the Company and the Purchaser incorporating these terms and conditions and any other terms and conditions agreed in writing between the Company and the Purchaser;

“Company” means Club Trading & Distribution and its successors and assigns;

“Guarantor” means any and every guarantor of the obligations of the Purchaser under the Agreement whether specified on this form or in any credit application or account form or otherwise; and

“Purchaser” means the customer contracting with the company and the Purchaser’s successors and permitted assigns.

2 Price

2.1 The price of the goods supplied by the Company is subject to alteration by the Company without notice.

3 Payments

3.1 Minimum order of 32 crates and ordering in multiples of 8 requirements apply to each order.

3.2 All accounts rendered by the Company to the Purchaser shall be paid in full within 28 days net from delivery date. In the event that payment is not made by such date then the Purchaser agrees to pay to the Company interest at the rate of 1.5% per month on all monies remaining outstanding from the due date until all outstanding monies are paid in full.

4 Supply of Goods

4.1 The company agrees to supply all orders to the Purchaser or as the Purchaser may direct as soon as practicable following receipts of orders from the Purchaser.

4.2 Orders for goods cannot be cancelled by the Purchaser once the goods are dispatched.

4.3 In the event that any goods supplied by the Company are faulty, the Company agrees to pay to the Purchaser the replacement value of the faulty goods and will not be liable for any damages loss or injury arising from use of any goods.

5 Credit

5.1 The Company reserves the right to refuse credit to the Purchaser without being obliged to provide reasons for such refusal. In the event that credit is refused all orders by the Purchaser must be bank cheque or in cash prior to delivery.

6 Ownership

6.1 The ownership in the goods shall not pass to the Purchaser until the Purchaser has paid for the same, together with all other outstanding indebtedness, notwithstanding that the goods may have been sooner given into the Purchaser’s possession. Receipt by the Company of any cheque or other bill of exchange or any promissory note shall not be deemed to be payment or conditional payment until the same has been honored or cleared and until such time shall not prejudice or affect the Company’s rights, powers or remedies against the Purchaser and/or the goods.

6.2 Until payment in full for the goods and all other monies due to the Company has been made, the Purchaser acknowledges and agrees as follows:

- a. the goods supplied are held by the Purchaser for and on behalf of the Company as bailee and the Purchaser is in a fiduciary relationship with the Company;
- b. the Purchaser shall if directed by the Company store the goods supplied in such a way that it is clear that they are the property of the Company;
- c. if the Purchaser wishes to resell the goods the Purchaser may do so only as the Company’s agent but shall not represent to any other person that the Purchaser is acting for the Company and the Company will not be bound by any contract with any other person to which the Purchaser is a party; and
- d. the purchaser shall pay into a separate trust account for the Company the proceeds from the resale of any goods and shall pay the full price of the goods and all other indebtedness to the Company from this account

7 Default

7.1 If the Purchaser shall cease trading, become insolvent, go into receivership or liquidation, become bankrupt, or permit the Purchaser’s goods to be taken in execution or compound or pursuant to an arrangement with the Purchaser’s creditors then without prejudice to and without restricting any other rights or remedies which the Company may have whatsoever, the following events or consequences shall occur:

- a. any credit arrangement between the Company and the Purchaser for payment of the goods shall be suspended and not apply; and

CLUB TRADING & DISTRIBUTION TERMS AND CONDITIONS OF TRADE

- b. all unpaid amounts in respect of the goods supplied by the Company to the Purchaser shall become immediately due and payable.
- 7.2 The right of recovery of possession reserved to the Company does not entitle the Purchaser to return goods supplied but not paid for.
- 7.3 No failure on the Company's part to exercise, and no delay on the Company's part in exercising, and the right or remedy hereunder shall operate as a waiver hereof. The rights and remedies provided in these conditions are cumulative and not exclusive of any other rights and remedies provided by law.

8 Cost

- 8.1 The purchaser agrees to reimburse the Company upon demand for all legal costs of the Company incurred in relation to the collection of outstanding accounts and recovery of the Company's property.

9 Consumer Guarantees Act 1993

- 9.1 Where the purchaser is not a "Consumer" (as that term is defined in the Consumer Guarantees Act 1993) or where the Purchaser holds themselves out as acquiring goods for the purpose of a business then:
 - a. the provisions of the Consumer Guarantees Act 1993 shall not apply;
 - b. the only warranties, guarantees or undertakings the Company gives to the Purchaser in relation to the goods (whether in relation to quality, fitness for purpose or otherwise) are those which are expressly stipulated by the Company to the Purchaser in writing.
- 9.2 Where the Purchaser is a Consumer and is not purchasing goods for the purpose of a business, then notwithstanding anything contained in this Agreement the Purchaser shall have the rights conferred on Consumers by the Consumer Guarantees Act.

10 Personal Property securities Act 1999 ("PPSA")

- 10.1 The Purchaser agrees that:
 - a. these conditions of sales create a security interest in the goods as security for all the Purchaser's obligations to the Company under these Conditions of Sales, which is (or will be) registrable under the Personal Property Securities Act 1999 ("PPSA")
 - b. the Purchaser must do all such things and execute all such documents as the Company may require to ensure that, from and after the time the PPSA comes into force, the company has perfected first ranking security interest(s) in the goods under the PPSA;
 - c. the Company may register a financing statement to perfect its purchase money security interest as an unpaid seller in the goods delivered, or, to be delivered, to the Purchaser;
 - d. the Purchaser will indemnify the Company for any costs the Company incurs in doing any of the above; and
 - e. the Purchaser waives its rights to receive a copy of the verification statement(s) under the PPSA and agrees that as between the Company and the Purchaser, the purchaser will have no rights under (or by reference to) sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 132, 133 and 134 of the PPSA, and where the Company has rights in addition to those in Part 9 of the PPSA those rights shall continue to apply.
- 10.2 The Purchaser must:
 - a. in addition to any other obligation, indemnify the Company for any costs it incurs in registering or maintaining, and/or in enforcing or attempting to enforce the security interest created by these conditions of sales;
 - b. immediately upon request by the Company, procure from any person considered by the Company to be relevant to its security position such agreement and waivers (including as equivalent to those above) as the Company may at any time require; and
 - c. Immediately notify the Company if any change in the Purchaser's name

11 Privacy

- 11.1 The company is authorized by the Purchaser to collect, retain and use personal information about the Purchaser ("Information") for the purpose of assessing the Purchaser's ongoing creditworthiness.
- 11.2 The Purchaser is aware of the Purchaser's rights under the Privacy Act 1993, where the information can be readily retrieved to have access to the Information and to request correction of the Information.

12 Guarantee

- 12.1 In consideration of the Company entering into this Agreement at the request of the Guarantor, the Guarantor hereby unconditionally guarantees the due and punctual payment upon demand to the Company of any and all moneys at any time owing to the Company by the Purchaser in relation to the supply of goods under this Agreement.
- 12.2 Where Guarantor consists of more than one guarantor their liability under this guarantee shall be joint and several.