



**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE YOU SIGN PRIVACY ACT MATTERS and PERSONAL GUARANTEE / INDEMNITY. (Note if more than one Personal Guarantee/Indemnity is to be provided a separate application form must be completed and signed in each case)**

I, (insert full name)

.....

Of (insert residential address)

.....

.....

hereby apply on behalf of the Applicant for a Credit Account to be opened with the Supplier and, in consideration of the Supplier agreeing to open such a Credit Account, and to the full extent permitted by law:

1. I warrant that I am a principal/director/trustee of the Applicant described on page 1 of the application and am authorised to make this Application on the Applicant's behalf and to execute on behalf of the applicant the acknowledgements, consent and indemnity set forth in paragraphs 4, 5, 6, and 7
2. I hereby personally guarantee the payment of all monies payable from time to time by the Applicant to the Supplier and also the due and full compliance by the Applicant with the Supplier's Trading Terms set out on page 4 of this application, which I have read, understood and accepted. I further indemnify and agree to keep indemnified the Supplier in respect of any loss or expense incurred by the Supplier as a consequence of any failure by the Applicant to comply with the Supplier's Trading Terms. This guarantee and indemnity shall continue regardless of any extension of time or other indulgence that may be granted by the Supplier to the Applicant from time to time.
3. I warrant that the information provided on page 1 of the Application is true and correct.
4. I acknowledge that the Supplier has furnished the Applicant with a complete copy of this Application and has advised the Applicant:-
  - a. of the identities of the Supplier and Australian Gift and Homewares Association Limited ("the Association") and how to contact each of them; and
  - b. that the Supplier and the Association are able to gain access to the information supplied in the Application form; and
  - c. that if there is any default by the Applicant in making payment to the Supplier, the information collected in the Agreement together with information as to the amounts claimed by the Supplier to be owing from time to time by the Applicant to the Supplier and legal or other steps taken by the Supplier to recover such amounts, all of which information and any related information is called "the default information") may be furnished by the Supplier to the Association and the Association may disseminate all or any of the default information its members and their employees from time to time; and
  - d. that the Supplier and the Association may therefore disclose all or any of the default information to other members of the Association and their employees; and
  - e. that if the Applicant cancels its order for the supply of goods with the Supplier, the information collected in the Agreement and the fact of such cancellation (collectively called "the cancellation information") may be reported by the Supplier to the Association and the Association may disseminate all or any of the cancellation information to its members from time to time; and
  - f. that the Supplier and the Association may therefore disclose the cancellation information to other members of the Association; and
  - g. that the supply of goods to the Applicant may be refused if any particulars requested by the Supplier are not provided by the Applicant or if these terms are not agreed to by the Applicant.

For the Applicant (signature) ..... Witness (signature) .....  
Date Date

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5. That the Applicant consents to the default information and the cancellation information being disclosed to the Supplier and the Association and to other members of the Association and otherwise being used in the manner referred to in paragraph 4.
6. Applicant acknowledges that the Supplier and the Association have requested the Applicant to let the Supplier and the Association know immediately in writing if at any time the Applicant believes that the default information or cancellation information collected, used or disclosed by the Supplier or the Association is not accurate, complete and up to date. The Applicant acknowledges having been advised by the Supplier and the Association that the Applicant is entitled to access the default information and the cancellation information from time to time and require the Supplier and the Association to take all reasonable steps to ensure that all such information is accurate, complete and up to date.
7. The Applicant and I each indemnify and will keep indemnified each of the Supplier and the Association against all action, demands, liabilities, proceedings, judgments or orders, claims, costs and expenses which the Supplier and the Association may suffer, incur or sustain (including any liability which the Supplier and /or the Association may incur to the Applicant) in connection with or arising in any way whatsoever as a consequence of:-
  - a. the collection use or disclosure of the default information and / or the cancellation information as referred to in paragraph 4; and
  - b. any such information not being accurate, complete and up to date.
  - c. any misuse and loss of such information;
  - d. any unauthorised access to, modification or disclosure of any such information;
  - e. the failure to provide the Applicant or anyone on its behalf with access to such information and the opportunity to correct any errors; and
  - f. the identification of any natural person in such information; and
  - g. any interference with privacy within the meaning of the Privacy Act (C'wth) by the Supplier or the Association; and
  - h. any breach of the said Act by the Supplier or the Association; and
  - i. any breach by the Supplier or the Association of the National Privacy Principles set out in Schedule 3 of the said Act

**Signature of Witness:**.....

**Signed:**.....

Personally and as principal for and on behalf of the Applicant

**Name of Witness:**.....  
(Use Block Letters)

**Dated**.....

# Supplier's Terms & Conditions of Trading

("The Supplier's Trading Terms")

Villa Mondo adheres to the terms and conditions set out by the GHA in relation to Credit Accounts, Property In and Delivery of Goods, Returns and Credit and Miscellaneous Provisions, however there are also some additional points that are detailed below and are deemed to be accepted by the applicant when completing an account application form.

## Proforma

For new customers placing orders for the first time or until a trading account has been approved, we require payment prior to sending our goods.

If you would like to open a 30 day trading account, please complete our GHA approved account application form for completion and return. We would like to draw your attention to the full terms and conditions together with privacy information. Please be aware that by applying for a credit account with Villa Mondo Pty Ltd it is understood that you have read the terms and agree to be bound by them.

Cancellation of Proforma Invoices: We reserve the right to charge a cancellation fee of 20% of the order or \$50.00 whichever is the greater for stock ordered on your behalf.

## Settlement Terms & Overdue Accounts

Settlement discount of 2.5% is available for regular accounts (excludes proforma invoices) paid within 7 days of invoice date. Otherwise we require payment 30 days from invoice date.

If your account is overdue we reserve the right to cancel your account and place you on proforma terms. In addition, we may charge an account keeping fee of 6% per month on overdue balances to assist with collection costs. The amount of interest is subject to change from time to time.

## All Monies Retention of Title

All goods delivered by the Supplier remain the property of the Supplier and the Title in any goods does not pass to the Purchaser until **all debts owed to the Supplier on any account whatsoever**, including Interest, Bank Charges, Legal Fees and Collection Expenses are paid to the Supplier in full. In this regard the Purchaser grants the right to the Supplier to enter the Purchaser's premises, or any other premises where the goods are reasonably believed to be stored, without notice, to take possession of the goods

## Claims and Damaged Goods

All claims for damaged goods or incorrect orders must be received within 7 days of receipt of goods. Please call Head Office first so that a suitable solution can be determined.

## Payment of Accounts

Payment may be made by credit card - Amex, Diners, Visa, Mastercard, cheque or direct deposit. Please download a payment advice form from the website for direct debit or authority for credit card charge. Please note that there is a 3% fee for Amex and Diners.

## Minimum Order

We don't have a minimum order, however many items are required to be purchased in minimum multiples. All backorders under \$100.00 will be cancelled, unless you wish to add items to the order

## Delivery and Freight Charges -

The Goods supplied by the Supplier to the Applicant shall be at the Applicant's risk immediately on delivery as directed by the Applicant or immediately on collection by the Applicant's transport contractor as the case may be. Transit Insurance incurred in respect of the Goods are at the cost and liability of the Applicant and is not included in the invoiced price of the Goods. Customers are welcome to arrange their own freight couriers. If we arrange freight the following applies:

- Maximum charge per order up to \$37.50 ex gst Country SA and Interstate.
- Orders containing heavy items or wine racks may have an additional charge of up to \$10.00 added.
- Metropolitan SA - \$10.00 ex gst
- No charge on back orders. Due to the regularly changing charges made to us by couriers, charges may need to be adjusted from time to time.

## Miscellaneous Provisions

It is expressly agreed that any action, suit, dispute or proceedings arising from or in connection with the sale of goods pursuant to this Agreement or any matter between the parties hereto may be instituted, heard and determined in a court of competent Jurisdiction in the State of New South Wales or of such Other State of Australia nominated in writing by the Supplier and each party irrevocably submits to the jurisdiction of such court for the purpose of any such dispute, action, suit or proceedings.

The Applicant hereby irrevocably authorises the Supplier from time to time, in order to assess any application for credit, to obtain any information about the Applicant from any credit provider named in this application and also Gift & Homewares Australia to obtain a credit report in respect of the Applicant from any credit agency and to provide any information contained on this credit application form and also details of the performance of the Applicant in compliance with the trading terms and conditions herein to other credit providers, credit agencies and to Gift & Homewares Australia

For the Applicant (signature) ..... Date ..... Witness (signature) ..... Date .....

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