

OUPANZ CREDIT ACCOUNT APPLICATION FORM

ARBN: 007 510 125

GPO BOX 2784, Melbourne, VIC 3001

Phone: (03) 9934 9123 Fax: (03) 9934 9100

Email: credit.au@oup.com

OXFORD

UNIVERSITY PRESS

AUSTRALIA & NEW ZEALAND

1. Applicant Details (Required)

Applicant Name			
Trading / Co Name			
Business No.		Date Registered	
ABN. No		ACN No.	
Postal Address			
	Postcode:		
Shipping Address			
	Postcode:		

If there will be multiple shipping addresses, please attach a list.

Business contacts:

Account Contact		
Contact Number		Fax:
Email Address		

Bank Account Information:

Account Holder	
Bank Name	
Bank Location	

Tax Information:

Tax Residence	
Tax Number	

2. Owners/Partners/Directors details

Name:	Address:	DOB:

Which type of products you might be interested in purchasing from OUP?

	YES/NO		YES/NO
Primary Education		ELT	
Secondary Education		Trade and Dictionaries	
Higher Education		Papua New Guinea	

Which of the above forms the highest percentage of your sales?

Have you previously spoken to an OUP representative and if so whom?

Estimated Annual OUP Purchases: AU\$

3. Trade References (minimum of three trading accounts)

Name:	Address:	Contact email / telephone number / fax

4. Conflict of Interest Declaration (Required)

4.1 I confirm that there are no circumstances in my dealing with OUP that may give rise to any conflicts of interest, or potential conflicts of interest, with OUP or any of its staff.

YES NO

If NO, please describe the conflict of interest:

4.2 I confirm that my obligations to OUP under any formalised agreement do not and will not conflict with any other contracts, appointments, obligations or duties I might have.

YES NO

If NO, please describe the conflict of interest:

4.3 I confirm that I will notify OUP promptly if there is a change in my circumstances that may give rise to any conflicts of interest (as outlined above).

YES NO

If NO, please describe the conflict of interest:

5. Partner Code of Conduct Declaration (Required)

I certify that I have received a copy of OUP Partner Code of Conduct (below) and have read the Code and understand fully its terms. I confirm that I will abide by the business principles of the Code.

YES

NO

(If signing on behalf of a company), I also confirm that the company/ business named above will ensure that relevant staff are made aware of the Code and will comply with the Code in all respects. I also confirm that the business I represent will also abide by the business principles of the Code.

YES

NO

6. Declaration Re: Information Provided (Required)

I wish to apply for a credit account. I certify that the information supplied in this application form is correct and, where the Applicant is a company, that I have the authority of the company to enter into a legally binding contract on its behalf for credit facilities, including details within Application. I further certify that I have read the Terms and Conditions of Trade (below) and by my signature hereto agree to the same on behalf of the Applicant.

7. Authorisation Re: Credit Report Authority (Required)

1. I/We agree that OUP may give to and seek from other credit providers information about my/our credit agreement. I/We understand that this information may include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
2. If OUP considers it relevant to assessing my/our application for credit, I/we agree to OUP obtaining personal information about me/us in relation to this and any other commercial application I/we may make to OUP for credit. (A copy of the OUP privacy policy can be obtained upon request.)
3. If it becomes necessary, and OUP considers it relevant, to collect any overdue payments in respect to credit provided to me/ us, I will agree to OUP receiving a credit report containing personal information about me/us in relation to collecting any overdue payments.
4. This authority shall remain in full force and effect until all credit facilities are finalised.

Director/Owner name:	
Signature:	
Date:	

Director's Guarantee

The person or persons named below as Guarantors hereby acknowledge that they have read the Terms and Conditions of Trade, and the Directors' Guarantee in their entirety, understanding their contents, and they hereby enter into agreement herein contained with full knowledge for the rights, powers and benefits of the Supplier and the obligation of the Applicant contained therein

TO: The Chancellor, Masters and Scholars of the University of Oxford trading as Oxford University Press Australia ("OUP") of 8/737 Bourke Street, Docklands, VIC, 3008.

In consideration of OUP agreeing to supply: **<Please insert business name>** ("the Applicant") with goods and credit, the Applicant:

1. Shall be jointly and severally answerable and responsible to OUP for the due and punctual payment by the Applicant for all Goods which OUP may from time to time supply to the Applicant.
2. This Guarantee shall be a continuing guarantee to OUP for all debts contracted by the Applicant with OUP in respect of Goods to be supplied by OUP.
3. OUP is at liberty, without notice to any or all of us, at any time without in any way discharging any or all of us from liability under this guarantee, to grant time or other indulgence to the Applicant and to accept payment from the Applicant in cash or by means of negotiable instruments, and to treat any or all of us through he, she or we (as the case may be) was or were (as the case may be) jointly or severally liable with Applicant to OUP instead of being merely a Guarantor or Guarantors (as the case may be) for the Applicant.
4. This Guarantee will not be affected or prejudiced by any variation or modification of any of the Terms and Conditions of Trade between the Applicant and OUP.

Director/Owner Name

Signature:

Date:

Postal Address:

Director/Owner Name

Signature:

Date:

Postal Address:

OXFORD UNIVERSITY PRESS AUSTRALIA & NEW ZEALAND

TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

In these Terms and Conditions:

“**Customer**” means the person(s) or firm or corporation who has acquired the Goods from OUP and includes the Customer’s executors, administration, successors and permitted assigns, and where there is more than one person acquiring Goods from OUP then each such person shall be bound jointly and severally by these conditions;

“**Customer Premises**” shall mean the address for delivery as nominated by the Customer in the credit application form submitted to OUP or as nominated by the Customer from time to time to OUP in writing;

“**Free In Store**” shall mean that the cost of carriage, freight and insurance incurred in the delivery of Goods to the Customer Premises will be borne by OUP;

“**Goods**” shall mean publications and without prejudice to the generality thereof shall include books, journals, video and audio materials, and computer software;

“**OUP**” means The Chancellor, Masters and Scholars of the University of Oxford trading as Oxford University Press Australia, ARBN 007 510 125 or its duly appointed agent;

“**GST**” has the same meaning it has in the GST Legislation;

“**GST Legislation**” means for Australia a New Tax System (Goods and Services) Tax Act 1999 and all other Acts and Regulations dealing with the imposition of GST and the administration and collection of GST and for New Zealand the Goods and Services Tax Act 1985; and

“**PPSA**” means the Australian Personal Property Securities Act 2009.

2. GENERAL

- 2.1. All orders for the sale of Goods accepted by OUP are subject to these Terms and Conditions which may only be varied by an authorised official of OUP, in writing. These Terms and Conditions override all conditions provided by the Customer.
- 2.2. Each order made by the Customer shall constitute a separate contract on the terms of the relevant invoice and these Terms and Conditions and accordingly there shall not be implied into the terms of the contract any continuing obligation to supply the Customer after fulfilment of each order and no notice period shall be required to be given by OUP should OUP decide to cease trading with the Customer.
- 2.3. All Goods are sold subject to the condition that they shall not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without OUP’s prior consent, in any form of binding or cover other than that in which they are published and without a similar condition including this condition being imposed on the subsequent purchaser.
- 2.4. Any reference in these Terms and Conditions to any provision of a statute shall be confirmed as a reference to that provision as amended, re-enacted or extended.

3. PAYMENT

- 3.1. Payment is required strictly within 30 days net from the end of the month of delivery of the Goods. OUP may charge interest on all amounts overdue, at a rate of 4 per cent per annum above the base interest rate of the Australian Tax Office from the due date until the account is paid in full.
- 3.2. Payment shall be made in the currency stipulated on the invoice.
- 3.3. A statement will be issued monthly. Where the statement is not paid in full, or a payment is made on a remittance advice, it is the Customer’s responsibility to reconcile payments to our monthly statement and advise any discrepancies promptly.
- 3.4. Subject to clause 6.8 invoice or supply queries must be referred to OUP’s Customer Service Department (Melbourne) within seven (7) days of receipt of Goods. Telephone numbers for Customer Service are printed on our invoice and statement.
- 3.5. Requests for copy invoices or proof of delivery must be made within 14 days from date of applicable statement. OUP reserve the right to charge for proof of delivery advices of the item appearing on our statement.
- 3.6. All payments must be sent to the address shown on the invoice or statement and be accompanied by a payment advice clearly setting out all invoices being paid. Any deductions made for recognised claims, where the credit notes have not been raised, must be accompanied by full details of the invoice numbers, previous credit note numbers and return authorisation numbers.
- 3.7. If payments received from the Customer do not refer to a particular invoice OUP may appropriate such payments to any outstanding invoice.

4. PRICES

- 4.1. All price lists and prices quoted in respect of Goods:
 - 4.1.1. are GST-inclusive; and
 - 4.1.2. are subject to increase by OUP at any time without notice.
- 4.2. Goods supplied to Customers will be invoiced at the then current price at the date of dispatch by OUP.
- 4.3. Any claim relating to the price of Goods as stated on the invoice and in particular a claim that the invoice price does not match other agreed terms must be notified by the Customer to OUP within 30 days of receipt of the Goods.

5. TAX INVOICES

- 5.1. OUP will issue Tax Invoices (as defined in the GST Legislation) to the Customer where required to do so by the GST Legislation.
- 5.2. For supplies to New Zealand Customers, the parties agree that section 8(4) of the Goods and Services Tax Act 1985 does not apply to any supplies of goods or services made under this contract by Oxford University Press to the Customer. As a consequence of the agreement, supplies of goods or services made by Oxford University Press to the Customer are deemed to be supplies made in New Zealand and are therefore chargeable with Goods and Services Tax.

6. DELIVERY

- 6.1. OUP shall deliver Goods to the Customer Premises.
- 6.2. Subject to clauses 6.3 and 8.3 Goods are supplied on a Free in Store basis.
- 6.3. OUP reserves the right to charge the Customer a delivery and handling surcharge on orders below \$100 net.
- 6.4. OUP will use its reasonable endeavours to meet any agreed delivery date but does not guarantee to do so and time of delivery shall not be of the

essence of the contract, unless expressly so agreed in writing by OUP.

- 6.5. Each delivery of any part of an order will be deemed to constitute a separate enforceable contract to which these Terms and Conditions will apply.
- 6.6. Where a Customer refuses OUP's carrier's deliveries of parcels that have been ordered by the Customer, OUP may place the Customer on Stop Supply and cancel all orders held until OUP receives an agreement in writing from the Customer, that the Customer will accept delivery from OUP's carriers, of orders placed by the Customer.
- 6.7. The Customer shall inspect the Goods within seven days after their delivery and shall give written notification to OUP in accordance with clause 6.8 of any shortages or manufacturing faults revealed by that inspection.
- 6.8. The Customer shall immediately notify OUP and the carrier in writing in the event of any loss of or damage to or non-delivery of any separate part of the consignment of which the Customer takes receipt. The Customer shall notify OUP and the carrier in writing immediately he becomes aware of any non-delivery of the whole of a consignment. The Customer shall indemnify OUP against any prejudice suffered by OUP as a result of late notification.

7. RISK

- 7.1. Risk in and to the Goods passes to the Customer upon delivery of the Goods to the Customer Premises in the absence of special delivery arrangements.
- 7.2. Where the Customer has requested special delivery arrangements:
 - 7.2.1. risk in respect of the Goods shall pass to the Customer upon the Goods leaving OUP's premises;
 - 7.2.2. OUP shall, unless otherwise agreed in writing, arrange on behalf of the Customer for the carriage of the Goods and their insurance against all usual risks, the costs of which shall be charged to the Customer's account; and
 - 7.2.3. OUP will not under any circumstances accept liability for damage, shortage or loss during transit.

8. INSURANCE

- 8.0. Until ownership of the Goods has passed to the Customer, the Customer must maintain the Goods in satisfactory condition and keep them insured on OUP's behalf for their full price against all risks to the reasonable satisfaction of OUP. On request the Customer shall produce the certificates of currency relating to the insurance policy(ies) to OUP and shall hold the proceeds of the insurance referred to on trust for OUP and not mix them with any other money nor pay the proceeds into an overdrawn bank account.

9. STOP SUPPLY

- 9.1. OUP reserves the right, irrespective of whether or not an order has been accepted to Stop Supply without notice and OUP will not be liable for loss or damage resulting directly or indirectly from any such action where:
 - 9.1.1. the Customer has breached these Terms and Conditions; or
 - 9.1.2. where OUP has determined, in its absolute discretion, that credit should no longer be extended to the Customer.
- 9.2. OUP has the right to suspend back orders for accounts on Stop Supply.
- 9.3. In the circumstance where the Customer defaults in the performance or observance of any of its obligations to OUP, then, in addition to any other rights and remedies which OUP may have at law or under this Agreement:
 - 9.3.1. all monies owing by the Customer to OUP will become immediately due and payable;
 - 9.3.2. OUP may stop any Goods in the course of delivery or in transit to the Customer; and
 - 9.3.3. OUP may cease performance of and may thereupon cancel or suspend for such period as it thinks fit any contracts between OUP and the Customer for the sale of Goods, reserving to OUP all OUP's rights and remedies against the Customer.

10. RESERVATION OF TITLE

- 10.1. Ownership of Goods delivered to the Customer by or behalf of OUP is only transferred to the Customer when it has paid all sums owing to OUP on any account whatsoever.
- 10.2. Until ownership passes to the Customer in accordance with clause 10.1 OUP has the right to call for or recover the Goods at its option (for which purposes OUP's employees or agents may enter the Customers' premises) and the Customer is required to deliver up the Goods if so directed by OUP.
- 10.3. The Customer agrees to keep the Goods in a fiduciary capacity for OUP until such time as ownership is transferred to the Customer.
- 10.4. Notwithstanding the foregoing, the Customer may sell the Goods to a third party in the ordinary course of the Customers' business.
- 10.5. The Customer must account to OUP for all proceeds of the Goods including any insurance proceeds.
- 10.6. Customer covenants in favour of OUP that OUP will not be liable for any loss (whether through the negligence of OUP or its servants or agents or otherwise) suffered by the Customer as a result of OUP or its servants or agents entering the Customer's premises and removing all or any of the Goods or otherwise exercising its rights under this clause.

11. PPSA

- 11.1. Unless otherwise identified in these Terms and Conditions the terms and expressions used in this clause 11 have the meanings given to them by, or by virtue of, the PPSA.
- 11.2. The Customer acknowledges and agrees that it grants OUP a Security Interest in the Goods and their Proceeds including any Accounts and Accession by virtue of the reservation of title in clause 10.
- 11.3. The Customer agrees that the Goods supplied by OUP secure the payment of the purchase price of those Goods and of any other Goods supplied by OUP.
- 11.4. The Customer will do all the things necessary including providing all information OUP may require to register a Financing Statement or Financing Change Statement on the Personal Properties Securities Register (PPSR) as a Security Interest and a Purchase Money Security Interest pursuant to the PPSA.
- 11.5. The Customer will not change its name, ACN or ABN or any other details required on the PPSR without first notifying OUP in writing.
- 11.6. The Customer waives its rights to receive a verification statement in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created pursuant to these Terms and Conditions of Trade.
- 11.7. The Customer must pay OUP's costs of any discharge or necessary amendment of any Financing Statement or Financing Change Statement.
- 11.8. To the maximum extent permitted by law, the Customer agrees that sections 130, 142 and 143 of the PPSA do not apply.
- 11.9. To the maximum extent permitted by law, the Customer waives any rights it may have pursuant to and hereby contracts out of sections 95, 123, 129(2), 132, 134(2) and 135 of the PPSA.

12. RETURNS AND DEFECTIVE GOODS

- 12.1. All Goods are sold firm. For the avoidance of doubt, OUP does not supply Goods on an "approval" basis. Subject to clause 13.2 OUP shall not accept returns of Goods for reasons other than imperfection or damage unless a written agreement is made with OUP stating otherwise.
- 12.2. Misbound, faulty or incorrect supply copies will be accepted for if returned in accordance with OUP's then current Returns Policy, a copy of which is available on request.
- 12.3. Subject to 13.2, OUP will replace such Goods as it agrees to be faulty provided that such replacement can be made from current stock.
- 12.4. If replacement cannot be made from stock, OUP will record a backorder for supply on arrival of new stock or, if so requested, credit the invoice value of any faulty Goods.
- 12.5. Unauthorised returns will not be accepted. Unauthorised returns received by OUP will be returned at the Customer's expense.

13. CANCELLATIONS

- 13.1. Once despatched, Goods must be accepted and paid for by the Customer and notice of cancellation will not be accepted.
- 13.2. Prior to dispatch, orders may be cancelled by contacting the OUP Customer Services Department (Melbourne Office).

14. LIBEL

- 14.1. OUP reserves the right to withdraw from Customers any Goods which are the subject of a libel action, or for any other reason at OUP's complete discretion, and to forbid the re-sale of any Goods which OUP's Customer has purchased. OUP undertakes to bear the expense of the return of such items and also to credit the purchase price. OUP completely disclaims responsibility for the continuing sale of Goods which OUP has asked to be withdrawn, and any such responsibility will pass to the Customer acting in defiance of OUP's instructions. In the case of overseas Customers, OUP disclaims responsibility for the export, in accordance with any overseas Customer's orders, of any Goods which infringe any legislation covering the type of material which an overseas Customer is allowed to import into his own country.
- 14.2. The Customer shall co-operate fully in any withdrawal (at the expense of OUP) by OUP of any Goods pursuant to this clause 14 and shall give all reasonable assistance requested by OUP in recovering the Goods and preventing their sale to third parties.

15. ETHICAL CONDUCT

- 15.1. The Customer represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to bribery, corruption or any related matter.
- 15.2. The Customer represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of OUP:
- 15.2.1. to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or
- 15.2.2. to any Official to influence that Official in connection with obtaining business or a business advantage for any of OUP or its Affiliates.
- 15.3. The Customer shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described above to obtain or retain business or a business advantage for them.
- 15.4. The Customer shall promptly report any apparent breach of Clauses 15.1 or 15.2 to OUP.
- 15.5. The Customer shall co-operate with OUP in relation to any investigation in respect of matters relating to bribery and corruption.
- 15.6. OUP shall have the right to terminate the Agreement immediately on written notice, without liability, for breach of Clauses 15.1 or 15.2 of this Addendum.
- 15.7. In this Clause 15:
- 15.7.1. "Official" shall mean (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory;
- (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank; and
- 15.7.2. "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent.
- 15.8. The Customer shall:
- 15.8.1. maintain accurate and complete records of all expenditures related to performance of the Agreement and make such records available to OUP, its advisors and auditors;
- 15.8.2. answer, in reasonable detail, any written or oral inquiry from OUP related to the Customer's compliance with this Clause 1; and
- 15.8.3. comply with OUP's Partner Code of Conduct, as provided to the Customer, in the execution of any services for or on behalf of OUP.

16. LIABILITIES

- 16.1. OUP will not be liable for any loss incurred or suffered as a result of any delay in performance of any obligations due to any cause or circumstance beyond OUP's control, including, but not limited to any failure or delay in performance caused by any strikes, lock-outs, labour disputes, fires, acts of God or public enemy, delays in transport, breakdown in machinery, restrictions or prohibitions by any government or any semi-government authorities or embargos.
- 16.2. The express terms of these Terms and Conditions together with any other terms expressly agreed subject to Clause 2 above, set out the Customer's remedies in the event that the Goods prove defective, are not delivered on time or OUP is otherwise in breach of contract.
- 16.3. In any event, OUP's liability under or in connection with the supply of the Goods, whether in contract, tort, breach of statutory duty or otherwise shall not, except where expressly provided for in these Terms or where such liability cannot be excluded or limited by law, exceed the price paid by the Customer for the Goods.
- 16.4. These Terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law, and in any event, OUP shall have no liability arising out of or in connection with the supply of the Goods for indirect, special or consequential losses, wasted or lost management time or time of other employees or for loss of profits or contracts, howsoever caused.

17. ASSIGNMENT

- 17.1. The contract is personal to the Customer and may not be assigned or novated without prior written consent of OUP.
- 17.2. OUP may perform any of its obligations or exercise any of its rights under these Terms and Conditions by itself or through any company or other person which is a subsidiary of OUP or in which OUP has directly or indirectly a controlling interest.

18. SEVERABILITY

- 18.0. If any provision of these Terms and Conditions is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected.

19. CONSTRUCTION

- 19.0. The legal construction of these paragraphs shall not be affected by their headings which are for convenience only.

20. WAIVER

- 20.0. Failure by OUP to enforce any of the provisions hereof shall not be construed as a waiver of its rights nor prejudice OUP's right to take subsequent action.

21. NOTICE

- 21.0. Any notice required to be given by OUP to the Customer pursuant to the contract (including these Conditions) shall be in writing and shall be given by OUP to the Customer by delivering or posting such notice to the address of the Customer last known to OUP and shall be deemed to have been properly given. If delivered, on the day of such delivery or, if posted, on the day being two (2) days after the day on which such notice was posted to the address of the Customer.

22. GOVERNING LAW

- 22.0. These Terms and Conditions and any other terms of the sales contract shall be governed by and construed in accordance with the laws of the State of Victoria and Australia. The courts of the State of Victoria shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in conjunction with the sale of Goods by OUP to the Customer, except that OUP shall be entitled to enforce these Terms and Conditions and the sales contract in the courts of any other jurisdiction in the world.