



Terms & Conditions of Trade Sydney

This document contains the following:

1. Customer Payment Options
 - Direct Debit Customer Overview
 - Pay-As-You-Go (PAYG) Customer Overview
2. Terms & Conditions of Trade (2 pages)
 - All Customers complete and fax back to 1300 966 125
3. Customer Direct Debit Request Agreement (2 pages)
 - Direct Debit Customers complete and fax back to 1300 966 125

**For orders please p: 1300 966 845 f: 1300 966 125 or
e: orders@brasseriebread.com.au**

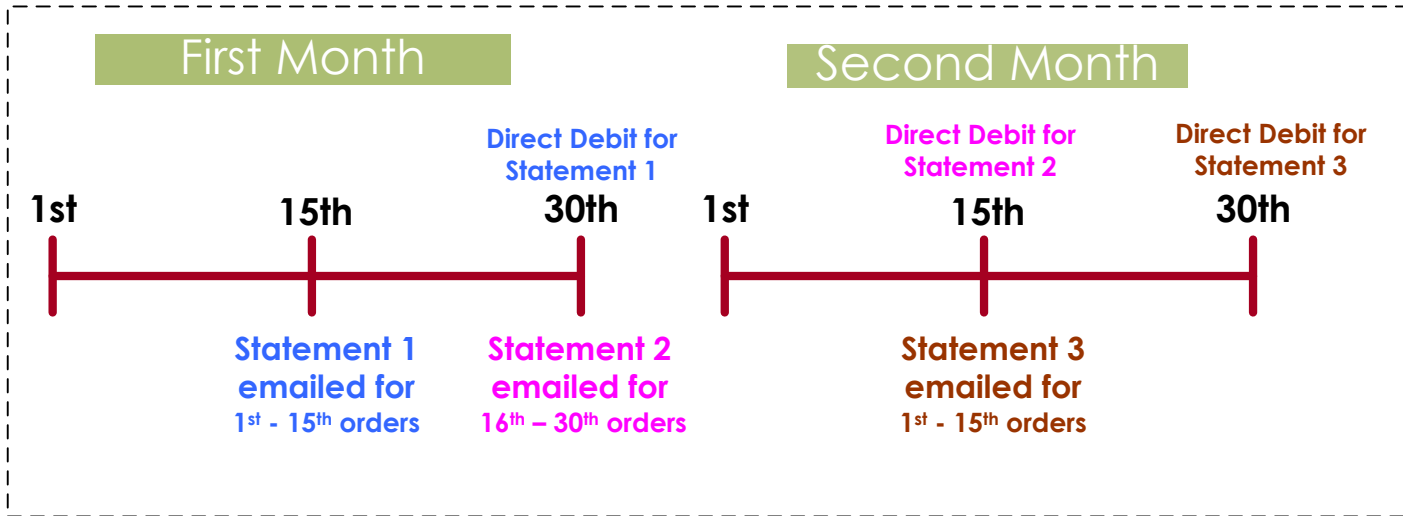
Orders need to be received no later than 3.00pm for next day delivery.

Orders for delivery on Saturday, Sunday & Monday
need to be placed by 3.00pm on Friday.

Wholesale Customer Payment Options



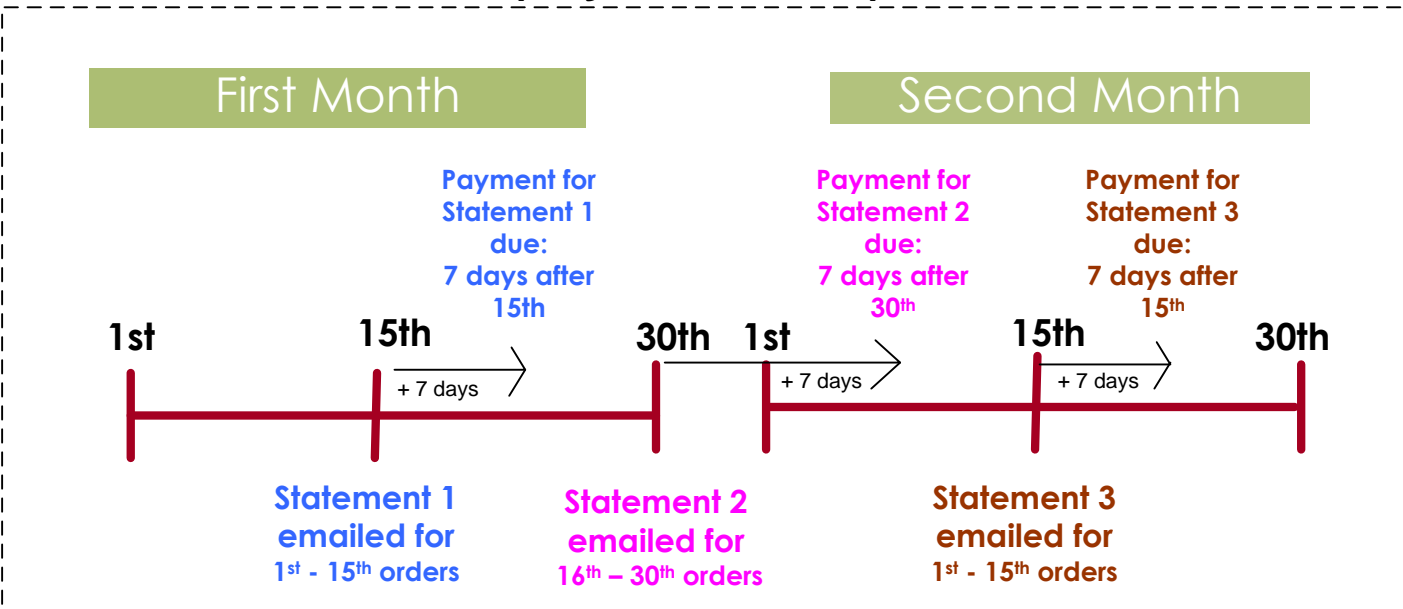
Direct Debit Customer



- Direct Debit with Bank EFT
2% Discount
- Direct Debit with Credit Card
No discount
- Your Invoice will be placed inside box with each daily delivery
- Your Statement is issued twice a month by email
- Direct Debit payment is **twice** a month on the 15th and last day of the month.

If Direct Debit is dishonoured, deliveries will be suspended

PAYG (Pay As You Go) Customer



- Your invoice will be placed inside the box with each daily delivery
- Your Statement is issued twice a month by email
- Full payment must be made twice a month within **7 days** of Statement Date
 - o Bank EFT
 - o Credit Card (3% fee applies)
 - o No cheques

If payment is not received within 7 days of Statement Date, deliveries will be suspended

Terms & Conditions of Trade - Sydney

The Brasserie Bread Company Pty Limited
1737 Botany Road, Banksmeadow, NSW 2019
ABN: 47 093 203 804 ("Company")

Page 1 of 2

Business Name: _____ ("**Customer**")

Trading Name: _____ **Nature of business:** _____

ABN: _____ **# years trading:** _____

Business is: Registered Company Partnership Sole Trader Other

Billing Address

Address: _____

Address: _____

Address: _____

Suburb: _____

State: _____ Post Code _____

Billing Contact

Name: _____

Phone: _____

Fax: _____

Mobile: _____

Email: _____

Statements will be sent to this email

Details of Directors / Partners / Proprietors

Name	Address	Phone Number
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____

Customer Type - select Direct Debit **OR** PAYG

Direct Debit Customers - check ONE (1) of the two boxes:

Bank EFT
Direct Debit

Credit Card
Direct Debit

2% Discount

NO Discount

- All Direct Debit Customers are required to complete the *Customer Direct Debit Request (DDR) Agreement*
- Daily Invoicing & Twice-monthly Statement Cycle
- Automatic Direct Debit on the 16th and *Last Day* of each calendar month

PAYG (Pay As You Go) Customers - check box

- No charge for Bank EFT
- 3% Fee for Credit Card payment
- No payment by cheques or cash
- Daily Invoicing & Twice-monthly Statement
- Payment strictly 7 days from Statement Date

Brasserie Bread Bank Details

Acc Name: The Brasserie Bread Company Pty Ltd

Bank: Westpac Banking Corporation

Branch: Mascot Central, NSW

BSB # 032 035

Acc # 215155

The Customer and each of its Directors / Partners / Proprietors acknowledge and agree:

- 1) that orders invoiced by the Company will be paid for in the manner selected above (Direct Debit or PAYG) in accordance with the terms and conditions set out on page 2;
- 2) that each order placed with the Company is deemed to include a representation that the Customer is solvent and able to pay its debts as and when they fall due;
- 3) that the information contained in this application is true and correct and to notify the Company in writing of any major changes in shareholdings of the Customer and any changes to its Directors/Partners/Proprietors;
- 4) that the Company reserves the right to terminate supply to the Customer without notice if any terms or conditions are not met by the Customer;
- 5) to guarantee payment and accept liability for any costs and expenses the Company may incur in the collection of any debts outstanding, including but not limited to, debt collection fees and legal costs (on an indemnity basis).

Trade References

Name	Address	Phone Number
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

1. Contract & Agreement

All orders placed by Customers are subject to acceptance of the Company's Terms and Conditions of Trade as stated hereafter. Any variation will only be valid if specifically accepted in writing by the Company.

2. Pricing & GST

Prices are determined according to the Company's Price List on the day of ordering, unless otherwise agreed. Cakes and pastries are subject to GST, bread is not subject to GST. If applicable, GST will be charged at the time of invoicing.

3. Orders

Subject to the following, all orders must be placed by **3 pm** on the day prior to delivery. All orders for delivery on **Saturday, Sunday and Monday must be placed before 3 pm on Fridays.**

4. Large Sourdough Orders

If not on regular *Standing Order* Sourdough orders over \$200 require 48 hour notice. These orders must be placed in writing (fax or email).

5. Delivery Fees

For all **orders over \$50 (ex. GST) delivery is free** inside the Company's designated delivery area. Orders less than \$50 will be charged a fee of \$10.00 per delivery. Customers are obliged to organise a safe delivery area and notify the Company of the exact location in advance.

6. Ownership & Responsibility

Ownership of goods transfers to the Customer upon delivery. The Company is NOT responsible/liable for lost or stolen goods. Any replacement goods supplied by the Company must be paid for in full by the Customer (including courier fees).

7. Claims

All goods should be inspected on arrival or as close to delivery time as possible. Any damages or shortages must be reported to the Company before midday on the day of delivery. Damaged goods must be returned to the delivery driver the next day, unless alternate arrangements are made with the Company.

8. Liability

To the maximum extent permitted by law, any liability of the Company in connection with goods ordered by a Customer is limited to the replacement of the goods; the supply of equivalent goods; or the cost of replacing the goods, or obtaining equivalent goods.

9. Right to Privacy

The Customer and each of the signatories to this Agreement hereby acknowledge that their statutory rights to privacy have been drawn to their attention and give the Company permission to obtain consumer or commercial information, permitted by the Privacy Act 1988 and the Privacy Amendment (Private Sector) Act 2000.

...continued

They acknowledge and hereby consent to Company's participation in any or all of the following practices in their assessment, acceptance, management and collection of monies payable or recoverable under transactions contemplated between the Customer and Company:

- (a) Give a credit reporting agency the following personal information:
- (i) identity particulars (subject to limitations imposed by legislation).
 - (ii) the fact that the Customer has applied for Credit
 - (iii) the fact that the Company is a current provider to the Customer.
- (b) Receive consumer credit reports from credit reporting agencies and use that report for the purpose of:
- (i) assessing an application made by the Customer for commercial credit.
 - (ii) the collection of payments that are overdue in respect of commercial credit provided to the Customer by the Company.

10. Daily Invoicing & Twice-monthly Statement Cycle

Customers will receive an invoice with each delivery, which is considered proof of delivery. The Company will provide the Customer with an outstanding Statement twice each calendar month to email address provided:

- the first Statement will be issued on the 16th of each calendar month for orders invoiced from the 1st to 15th of that month.
- the second Statement will be issued on the 1st of each calendar month for orders invoiced from the 16th to the *Last Day* (28th, 29th, 30th or 31st) of the preceding calendar month.

If the Statement date falls on a weekend or Public Holiday the Statement will be issued on the next business day.

11. PaymentDirect Debit Customers

Direct Debits will be drawn on the 16th and *Last Day* of the calendar month for the previous Twice-monthly Statement. For example, a Statement issued on the 16th of January (for orders invoiced 1st to 15th) will result in a Direct Debit payment on the 31st of January.

Note - a 2% discount will apply to Customers using Bank EFT. No discount will apply to Customers using Credit Card.

PAYG – Pay As You Go Customers

The Company's payment terms are strictly seven (7) days from the Twice-monthly Statement date. For example, a Statement issued on the 16th of January (for orders invoiced 1st to 15th) will be due and payable in full on the 23rd of January. Payments can be made by Bank EFT or Credit Card over the phone.

Note - Credit Card payments will incur a 3% fee.

I/We have read and understood the above Terms & Conditions of Trade (Page 1 & 2), and agree to be bound by the above Terms & Conditions of Trade each time I/We place an order with the Company:

Signed: _____ Company: _____

* Name & Position: _____ Date: _____

* Must be one of Directors / Partners / Proprietors' listed on Page 1

Customer Direct Debit Request (DDR) Agreement

Our Commitment to you

This document outlines our service commitment to you the “Customer”, in respect of the Direct Debit Request (DDR) arrangements made between The Brasserie Bread Company Pty Ltd the “Company” (Debit User # 379903) and you. It sets out your rights, our commitment to you and your responsibilities to us, together with where you should go for assistance.

Initial terms of the arrangement

In terms of the Direct Debit Request arrangements made between the Company and signed by you, we undertake to periodically debit your nominated account for the agreed amount as determined by your Twice-monthly Statement.

Drawing arrangements

- The drawings under this Direct Debit arrangement will occur twice each calendar month, on the 16th day and the *Last Day* (ie, 28th, 29th, 30th or 31st) of the calendar month.
- If any drawing falls due on a non-business day, it will be debited from your account on the next business day following the scheduled drawing date.
- We will give you at least 14 days notice in writing (fax or email) when changes to the initial terms of the arrangement are made. This notice will state changes to the initial terms, such as changes to the frequency, next drawing date etc.
- If you wish to discuss any changes to the initial terms you must submit your request in writing (fax or email).

Your rights

Changes to the arrangement

If you want to make changes to the drawing arrangements, contact our Accounts Department in writing (email or fax). These changes may include:

- deferring the drawing; or
- altering the schedule; or
- stopping an individual debit; or
- suspending the DDR; or
- cancelling the DDR completely.

Enquiries

Direct all enquiries to us, rather than to your financial institution, and these should be made at least ten (10) working days prior to the next scheduled drawing date. All communication addressed to us should include your Customer name.

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account.

Disputes

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting our Accounts department during business hours (by phone, fax or email).
- You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.
- If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim:
 - within 5 business days (for claims lodged within 12 months of the disputed drawing); or
 - within 30 business days (for claims lodged more than 12 months after the disputed drawing)

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

Your commitment to us

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- that on the drawing date there is sufficient cleared funds in the nominated account; and
- that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution your supply of Brasserie Bread products will be terminated immediately. Any transaction fees payable by us in respect of the above will be added to your outstanding account and then handed over to our debt collection agency.

Customer Direct Debit Request (DDR) Agreement

Complete ONE of the DDR forms below (Bank EFT OR Credit Card)

Direct Debit Request – Bank EFT Customers

I/We request the Company (Debit User # 379903) to arrange for funds to be debited from my/our nominated account via the Bulk Electronic Clearing System at the financial institution shown below according to the Twice-monthly debiting schedule specified below:

Account Name: _____ Date: _____

Address: _____

State: _____ Post Code _____

*Signature(s): _____ Print Name: _____

_____ Print Name: _____

Name of Bank: _____

Branch: _____

BSB No: _____

Account No: _____

*If debiting from a joint account, both signatures are required.

* Must be authorized Signatory for this account.

Please debit my Twice-monthly Statement amount on the 16th and Last Day (28th, 29th, 30th or 31st) of the calendar month

Direct Debit Request – Credit Card Customers

I/We request the Company to arrange for funds to be debited from my/our nominated account at the financial institution shown below according to the Twice-monthly debiting schedule specified below:

Select ONE* (1) of the two credit cards: Master Card VISA * No other Credit Cards accepted

Name on Card: _____ Date: _____

Billing Address: _____

State: _____ Post Code _____

Signature: _____ Print Name: _____

Credit Card No: _____

Expiry (mm/yy): _____ / _____ Validation ID: _____

Please debit my Twice-monthly Statement amount on the 16th and Last Day (28th, 29th, 30th or 31st) of the calendar month