

TERMS AND CONDITIONS

Russell Curtis & Janes Advertising (Vic) Pty Ltd
ABN 15 005 856 575 and its related Bodies Corporate



**RUSSELL CURTIS
& JANES**
MEDIA ADVERTISING

These Terms and Conditions are to be read in conjunction with the Company's Credit Terms and Conditions. To the extent of any inconsistency, the Credit Terms and Conditions shall prevail.

1. DEFINITIONS AND INTERPRETATION

Company	means Russell Curtis & Janes Advertising Pty Ltd (ACN 005 856 575) or a related body corporate.
Conditions	means your Credit Application Terms and Conditions.
Consequential Loss	means loss of profit, opportunity, revenue, increased financing costs or any consequential loss or damage, direct or indirect, whether or not the possibility or extent of the loss or damage was known or foreseeable and however arising.
Customer	means the party making this Credit Application.
Goods	means any goods supplied by the Company.
Insolvency Event	means, for a Customer, any of the following: an application is made to a court for an order that it be wound up, declared bankrupt or that a provisional liquidator or receiver be appointed unless the application is withdrawn, struck out or dismissed within fourteen days of being made; dying or ceasing to be of full legal capacity; a liquidator is appointed; an administrator or controller is appointed to any of its assets; it enters into an agreement or composition with one or more of its creditors; it proposes reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, or its winding up or dissolution; it is insolvent or presumed insolvent under an applicable law; it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act; a notice is issued under sections 601AA or 601AB of the Corporations Act; or anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above.
Loss	means any expense, costs or damage of any kind (including Consequential Loss).
Related Body Corporate	has the same meaning as in the <i>Corporations Act 2001</i> (Cth).

Ts&Cs or Terms and Conditions	means any terms and conditions, however described, notified by the Company to the Customer (whether attached to an invoice, quote, docket, website or otherwise) including these Conditions.
We, us, our	Are a reference to the Company

2. PRIVACY

2.1 CONSENT

By electing to acquire our services, you will be deemed to consent to us using your personal information in a manner consistent with this privacy policy, including monitoring your use of our website.

2.2 TYPES OF INFORMATION COLLECTED

We only collect personal information to the extent that this is reasonably necessary for one or more of our functions or activities.

2.3 USE AND DISCLOSURE

a) Under s18E(c) of the Privacy Act the Company may provide to a credit reporting agency certain Personal Information about your Credit Application. The information which may be given to the agency is covered by 18E(1) of the Act and includes:

- i. identity particulars;
- ii. the fact that you have applied for credit and the amount;
- iii. the fact that the Company is a credit provider to you;
- iv. payments which become overdue more than 60 days;
- v. advice that payments are no longer overdue;
- vi. cheques drawn by you that have been dishonoured more than once;
- vii. in specified circumstances, that in the opinion of the Company, that you have committed a serious credit infringement;
- viii. that the finance provided to you by the Company has been discharged.

b) If the Company considers it relevant to assessing my our application for personal credit, I/we agree to the Company obtaining a report about my/our commercial activities or commercial credit worthiness from a Credit Reporting Business.

c) If the Company considers it relevant to assessing my/our application for commercial credit, I/we agree to the Company obtaining a credit report containing personal credit information about me/us in relation to commercial credit provided by the company from a Credit Reporting Business.

d) I/we agree that the Company may seek from a credit reporting agency, a Credit Reporting Business, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the Customer.

- e) If the Company considers it relevant to collecting overdue payments in respect to commercial credit provided to me/us. I/we agree to the Company receiving from a Credit Reporting Business, a credit report containing personal information about me/us in relation to collecting overdue payments.
- f) I/we agree that the Company may give to and seek from any Credit Providers named in this application and any credit providers that may be named in a credit report issued by a Credit Reporting Business information about my/our credit arrangements. I/we understand that this information may include any information about my/our credit-worthiness, credit standing, history or capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

2.4 ACCESS, CORRECTION AND FURTHER INFORMATION

We will take such steps as are reasonable to ensure that the personal information which we collect remains accurate, up to date and complete.

We will provide you with access to your personal information held by us unless we are permitted under the *Privacy Act* to refuse to provide you with such access. Please contact us via the details below if you:

- (a) Wish to have access to the personal information which we hold about you;
- (b) Consider that the personal information which we hold about you is not accurate, complete or up to date; or
- (c) Require further information on our personal information handling practices.

Contact Details: accounts@RCJ.com.au

There is no charge for requesting access to your personal information but we may require you to meet our reasonable costs in actually providing you with access.

If you consider that the information which we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, we will take reasonable steps, consistent with our obligations under the *privacy Act*, to correct that information if you so request.

We will respond to all requests for access and/or correction within a reasonable time.

3. CUSTOMER OBLIGATIONS

- a) These Conditions apply if the Company accepts an order for Goods or Services from the Customer, whether on credit or otherwise. Credit will be extended at the Company's sole discretion and the Company reserves the right at any time and for any reason to refuse to supply any further Goods or Services to the Customer. If the Company does decline to give the Customer further credit, this does not affect the terms which apply to any amounts then owing by the Customer to the Company.
- b) If the Customer fails to comply with any of these Conditions or fails to meet any obligation to pay the Company when due, suffers an Insolvency Event or makes any misrepresentation to the Company, the balance of the Customer's account to the Company becomes immediately due and payable.

- c) The Customer agrees that it must:
- i. Pay the price charged by the Company for any Goods or Services supplied to the Customer on performance or where credit terms are offered within 30 days from the date on which the goods or services were supplied or provided.
 - ii. Pay, upon request, any fee to register or maintain any security interest held by the Company in respect of Services supplied to the Customer.
 - iii. Advise the Company immediately of any Insolvency Event, change in ownership, control or trading name.

4. OVERDUE ACCOUNTS AND INTEREST

- (a) Any amounts not paid by the date they fall due, will incur interest at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) calculated on the daily balance and compounded monthly.
- (b) A Statement in writing signed by a director of the Company setting out the moneys due or owing to the Company at the date of the statement shall be sufficient evidence of the amount so due or owing until the contrary is proven.

5. FURTHER TERMS

- (a) To the maximum extent permitted by the law:
 - i. all terms, conditions or warranties that would be implied into these Conditions or in connection with the supply of any Goods or Services by the Company under law or statute or custom are excluded.
 - ii. the Company shall have no liability to the Customer for any Consequential Loss;
 - iii. the Company's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to the Company for the specific Goods or Services that gave rise to the Loss in question.
- (b) These conditions are governed by and are to be interpreted according to the laws in force in the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts operating in that State.