



THEBAN PTY LTD

Trading as **Book Nook**, Australia's Performing Arts Bookshop

Theban Pty Ltd A.B.N. 53 140 756 565

Application for Credit Account

Customer ID (Office Only):

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Book Nook

PO Box 1140
Toowoomba QLD 4350

Telephone 07 4637 9980
Facsimile 07 4638 0284
Email: sales@booknook.com.au
www.booknook.com.au

Theban Pty Ltd
(trading as The Book Nook)
ABN 53 140 756 565

BANK: Bendigo Bank:
BSB 633-000
Account 138832498

Once you have read the form carefully,
please complete all relevant details and
deliver the form to Book Nook.

Book Nook will review the form, and if
necessary, assist you in completing the
form. You can also discuss with the
manager your particular requirements
and preferences.

APPLICANT DETAILS (Please use block letters)

NAME OF SCHOOL:

A.B.N.

POSTAL ADDRESS:

POSTCODE:

EMAIL ADDRESS:

BUSINESS ADDRESS:

POSTCODE:

TELEPHONE NO:

FAX NO:

ACCOUNTS CONTACT:

DIRECT PHONE:

THE CREDIT SOUGHT BY THE CUSTOMER IS FOR BUSINESS USE.

SUBSCRIBE TO NEWSLETTER?

NAME:

EMAIL:

NAME:

EMAIL:

NAME:

EMAIL:

PERSON COMPLETING THIS APPLICATION

Position:

Telephone:

Name:

SIGNATURE:

DATE:

(Signed for and on behalf of the Customer)

The person completing this Application on behalf of the School REPRESENTS AND WARRANTS that the School has authorised the signing of this Application and that the information set out in this Application is true and correct and the person completing this Application ACKNOWLEDGES on behalf of the School that THEBAN PTY LTD will rely upon and be induced by this Application to grant credit and/or to deal with the School.

TERMS OF TRADE

Full Terms and Conditions of Trade are detailed in the following pages.

All invoices are due and payable within 14 days of invoice date.

To the fullest extent legally permissible all dealings between Theban Pty Ltd ["Theban"] and any Customer relating to any products ["Products"] and/or services are subject to the following terms and conditions of trade ["these Terms"] unless otherwise agreed in writing.

1. Payments to be by cash, cheque, bank cheque or EFTPOS. If Theban receives or recovers money in respect of debts of the Customer or anyone else, Theban may use it to pay off whichever part of those debts it chooses. Payment is to be made without deduction or set off, whether legal or equitable.
2. Any amount not paid on the due date shall, at the discretion of Theban, bear interest from the due date until it is paid, at a rate not exceeding the maximum standard contract default rate prescribed by the Queensland Law Society in respect of that amount.
3. Property: If Theban grants any credit facility and/or time to pay:
 - a) property in Products shall not pass to the Customer until payment in full of all monies owed to Theban and Theban reserves the right to take possession and dispose of Products as it sees fit at any time until full payment is received;
4. Limitation of Liability: The Customer agrees:
 - a) to limit any claim it makes to the cost of replacement of Products or of acquiring equivalent products;
 - b) that Theban shall not be liable for any loss or expense arising after seven days from delivery (or at all once Products have been unpacked and/or otherwise used or applied) after which there shall be deemed to be unqualified acceptance;
 - c) that to the fullest extent legally permissible Theban shall not be liable for any damages for personal injury, any damage to property and/or any contingent, consequential, direct, indirect, special or punitive damages whether due to negligence or otherwise and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly; and
 - d) that to the fullest extent legally permissible no other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon Theban other than these Terms is made or given by or on behalf of Theban other than by these Terms save and except to the extent otherwise required by law
5. Exclusions: The Customer agrees that:
 - a) the Customer shall rely on its own knowledge and expertise in selecting Products for any purpose and any advice or assistance given by or on behalf of Theban shall be accepted at the Customer's risk and shall not be deemed to have been given as an expert or adviser nor to have been relied upon;
 - b) Products are sold subject to each and every manufacturer's trading terms and conditions and are protected by each and every manufacturer's warranty and Theban shall not be liable to the extent that any manufacturer is liable under a manufacturer's warranty unless otherwise required by law; and
6. Cancellations and Returns: The Customer agrees that:
 - a) the Customer shall at no time cancel the whole or part of any order placed without Theban's prior approval;
 - b) the Customer shall not return Products without Theban's prior written approval and if Products are not in brand new and unused condition with undamaged packaging and if three weeks or more have passed since the earliest delivery date;
 - c) Theban may otherwise elect to take back Products in saleable condition on such terms as Theban considers to be reasonable; and
 - d) notwithstanding any other provisions of these Terms the Customer shall not return any Products which have been custom made, custom printed, custom processed or custom acquired.
7. Orders: The Customer agrees that:
 - a) each order it places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and
 - b) when any order is placed the Customer shall inform Theban of any facts which might reasonably affect any decision to accept the order and/or grant credit and that any failure to do so shall be deemed to create and constitute an inequality of bargaining position, the taking of an unfair advantage of Theban and to be unconscionable, misleading and deceptive.
8. Minimum Invoice Policy and Purchase Price: The Customer agrees that:
 - a) the Customer shall at all times and in all respects comply with Theban's minimum invoice policy as may at any time and from time to time apply on such terms as Theban considers to be reasonable; and
 - b) all sales are otherwise made by Theban at its ruling price at the time of delivery and on such other terms as Theban considers to be reasonable.

9. Delivery:
 - a) Theban elects to arrange delivery at its discretion and without liability and at the Customer's cost and risk in all things;
 - b) Theban shall not be liable for delay or any failure or inability to deliver;
 - c) Products shall be deemed to be delivered as soon as they are lodged with Australia Post or Courier for delivery at which time risk shall be deemed to have passed to the Customer; and
 - d) Theban may charge for frustrated delivery to cover Theban's reasonable expenses.
10. Other Terms and Conditions: No terms and conditions sought to be imposed by the Customer upon Theban shall apply.
11. Recovery Costs: The Customer shall pay all costs and expenses (including legal costs on an indemnity basis) incurred by Theban and/or its agents in respect of the Customer whether relating to any debt, possession of Products and/or otherwise.
12. Jurisdiction: The Customer agrees that all contracts made with Theban shall be deemed to be made in the State nominated by Theban and the Customer agrees to submit to the jurisdiction of the appropriate Court nominated by Theban in the capital city of that State.
13. Credit Limit: The grant of any credit facility or nomination of any credit limit is an indication only of Theban's intention at the time. Theban may vary and/or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other party.
14. Security for Payment: As security for payment to Theban of all monies payable by the Customer, the Customer does hereby charge in favour of Theban all of the Customer's interest in freehold and leasehold property both current and later acquired.
15. Forward Orders: The Customer agrees:
 - a) to pay for so much of any forward order as is from time to time invoiced by Theban;
 - b) that no delay or failure to fulfil any part of such order shall entitle any cancellation or variation of any order or delay or reduce any payment; and
16. All prices listed on the Book Nook website (www.booknook.com.au) include GST and are calculated in Australian Dollars
17. Warranty Policy: Save and except as required by law no warranty is given where Theban is not the manufacturer of Products other than the warranty offered by the manufacturer and to the fullest extent legally permissible Theban's liability shall in all cases be strictly limited in accordance with clauses 4. & 5. of these Terms.
18. Credit Information: The Customer irrevocably authorises Theban and its servants and agents to make such enquiries from time to time as Theban may deem necessary to obtain information and/or to investigate the creditworthiness of the Customer including enquiries with persons nominated as trade references, bankers of the Customer, any other credit provider, any credit reporting agency, any land titles office, the ASIC, ITSA and/or any similar body and/or related information service ["the Sources"] and including personal credit and consumer credit information and any property, business and/or solvency information. The Customer by this clause irrevocably authorises the Sources to disclose anything about the Customer which is in the Sources' possession and the Customer agrees that Theban may disclose any information it has about the Customer to any interested person (subject only to any obligations Theban may have under the Privacy Act 1988 (Cth)).
19. Notice: The Customer agrees that it shall be deemed to have notice of any change to these Terms and be bound by any subsequent versions of these Terms as they appear on the website www.booknook.com.au whether or not the Customer has actual notice thereof. A copy of any subsequent versions of these Terms may also be obtained by request to Theban.
20. Payment Terms:
 - a) Approved School Accounts and Business Accounts are entitled to 14 day trading terms: all invoices are due and payable within 14 days of invoice date.
 - b) Orders placed via the Book Nook website must be paid for at time of purchase. A quotation can be requested for items in the shopping cart and can be purchased using a school purchase order requesting items to be placed on a School or Business approved account.
 - c) All Purchases are to be paid for at time of purchase, unless items being purchased are being placed on a School or Business approved account.
21. Pricing and Availability:
 - a) Prices are subject to alteration without notice.
 - b) We endeavour where practical to have items on our website in stock. If we are unable to supply an item, it will be backordered and shipped as soon as it is available; the expected delay is indicated for all out stock items. All items are charged at the time of posting.
 - c) In some cases a backordered item may be discontinued and unavailable. In this case we will advise the customer by email, phone, and/or fax to offer an available substitute or refund.