



Wholesale Plants & Products Pty Ltd
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Email: sharon@wholesaleplants.com.au
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CLIENT INFORMATION FORM

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details: ☐ Individual ☐ Sole Trader ☐ Trust ☐ Partnership ☐ Company ☐ Other:		
Full or Legal Name:		
Physical Address:	State:	Postcode:
Billing Address:	State:	Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>		
D.O.B.	Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>		
Trading Name:		
ABN:	ACN:	Date Established <i>(current owners)</i> :
Contact Person:	Phone No.	
Nature of Business:		
Directors / Owners / Trustee: <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:		D.O.B.
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:		D.O.B.
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:

I certify that the above information is true and correct and that I accept the supply of credit by WPP *(if applicable)*. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Wholesale Plants & Products Pty Ltd which form part of and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CLIENT): _____ **SIGNED (WPP):** _____

Name: _____ Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

OFFICE USE ONLY		
Account / Ref. No.	DATA INPUTTED	DATE
		/ /

Wholesale Plants & Products Pty Ltd – Terms & Conditions of Trade

1.	Definitions	5.	Storage and Maintenance of Ordered Plants	9.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, WPP is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by WPP is sufficient evidence of WPP's rights to receive the insurance proceeds without the need for any person dealing with WPP to make further enquiries.
1.1	"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting WPP to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and: (a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and (d) includes the Client's executors, administrators, successors, and permitted assigns.	5.1	WPP shall be entitled to charge for storage and maintenance of plants ordered where: (a) an order is not picked up by the arranged date; or (b) the commencement date on a supply and implement agreement is delayed by reasons beyond WPP's control (including, but not limited to, earthworks not being completed, delays in the Client obtaining permits or consents, extreme weather, water restrictions, etc).	9.3	If the Client requests WPP to leave Goods outside WPP's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.
1.2	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	6.	Credit Card Information	9.4	As strict control cannot be exercised over conditions influencing plant responses (including, without limitation, weather, plant and soil conditions, rodents, etc.) WPP accepts no responsibility or liability for any failure in performance. The Client assumes all responsibility for the correct selection of the Goods.
1.3	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	6.1	WPP will: (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by WPP; (b) not disclose the Client's credit card details to any third party; and (c) not unnecessarily disclose any of the Client's personal information, except in accordance with the Privacy Act (clause 17) or where required by law.	10.	Title
1.4	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using WPP's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	6.2	The Client expressly agrees that, if pursuant to this Contract, there are any unpaid charges or other amounts due and outstanding by the Client, WPP is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.	10.1	WPP and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid WPP all amounts owing to WPP; and (b) the Client has met all of its other obligations to WPP.
1.5	"Goods" means all Goods or Services supplied by WPP to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	7.	Price and Payment	10.2	Receipt by WPP of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
1.6	"GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).	7.1	At WPP's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by WPP to the Client upon placement of an order for Goods; or (b) the Price as at the date of Delivery of the Goods according to WPP's current price list, as previously disclosed to the Client upon the Client's placement of an order for Goods; or (c) WPP's quoted Price (subject to clause 7.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.3	It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 10.1: (a) the Client is only a bailee of the Goods and must return the Goods to WPP on request; (b) the Client holds the benefit of the Client's insurance of the Goods on trust for WPP and must pay to WPP the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for WPP and must pay or deliver the proceeds to WPP on demand; (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of WPP and must sell, dispose of or return the resulting product to WPP as it so directs; (e) the Client irrevocably authorises WPP to enter any premises where WPP believes the Goods are kept and recover possession of the Goods; (f) WPP may recover possession of any Goods in transit whether or not Delivery has occurred; (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of WPP; and (h) WPP may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
1.7	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between WPP and the Client in accordance with clause 7 below.	7.2	WPP reserves the right to change the Price if a variation to WPP's quotation is requested. Any variation to the Goods which are to be supplied (including, but not limited to, as a result of increases to overseas transactions as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges, stock availability or as a result of increases to WPP in the cost of labour or materials which are beyond WPP's control etc) will be charged for on the basis of WPP's quotation, and will be detailed in writing, and shown as variations on WPP's invoice. The Client shall be required to respond to any variation submitted by WPP within ten (10) working days. Failure to do so will entitle WPP to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.		
1.8	"WPP" means Wholesale Plants & Products Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Wholesale Plants & Products Pty Ltd.	7.3	At WPP's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by WPP or as notified to the Client prior to the placement of an order for Goods.		
2.	Acceptance	7.4	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by WPP, which may be: (a) on or before delivery of the Goods; (b) the date specified on any invoice or other form as being the date for payment; or (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by WPP.	11.	Personal Property Securities Act 2009 ("PPSA")
2.1	The parties acknowledge and agree that: (a) they have read and understood the terms and conditions contained in this Contract; and (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.			11.1	In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.			11.2	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by WPP to the Client, and the proceeds from such Goods.
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.			11.3	The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which WPP may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii); (b) indemnify, and upon demand reimburse, WPP for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of WPP; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of WPP; (e) immediately advise WPP of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales.
2.4	The Client acknowledges and accepts that: (a) the supply of Goods on credit shall not take effect until the Client has completed a credit application with WPP and it has been approved with a credit limit established for the account. In the event that the supply of Goods requested exceeds the Client's credit limit and/or the account exceeds the payment terms, WPP reserves the right to refuse delivery; (b) lead times may vary and be dependent on plant variety growing times, propagation requirements, and the quantity required; (c) planting for optimal results is weather and season dependent and any planting schedules may be based on these factors; (d) shrubs, plants, any other flora or foliage supplied by WPP are organic in nature and require care and maintenance. WPP reserves the right to not accept liability for the plants where such plants may have become affected or died due to the Client's failure to properly maintain the plants and/or to follow any instructions or guidelines provided by WPP in regard to the proper care of the plants (including but not limited to, inadequate watering of the plants); (e) Goods for accepted orders may be subject to availability and if, for any reason, the Goods are not or cease to be available, WPP reserves the right to vary the Price with alternative Goods as per clause 7.2 subject to prior confirmation by both parties; and (f) notwithstanding clause 2.4(e) WPP also reserves the right at its discretion to introduce additional new Goods as part of the Goods to be supplied.	7.5	Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and WPP.		
2.5	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Communications Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	7.6	WPP may in its discretion allocate any payment received from the Client towards any invoice that WPP determines and may do so at the time of receipt or at any time afterwards. On any default by the Client WPP may re-allocate any payments previously received and allocated. In the absence of any payment allocation by WPP, payment will be deemed to be allocated in such manner as preserves the maximum value of WPP's Purchase Money Security Interest (as defined in the PPSA) in the Goods.		
3.	Errors and Omissions	7.7	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by WPP nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify WPP in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as WPP investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in WPP placing the Client's account into default and subject to default interest in accordance with clause 15.1.	11.4	WPP and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
3.1	The Client acknowledges and accepts that WPP shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by WPP in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by WPP in respect of the Services.	7.8	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to WPP an amount equal to any GST WPP must pay for any supply by WPP under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set-off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	11.5	The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
3.2	In circumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Client Error"). The Client must pay for all Goods it orders from WPP notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take Delivery of such Goods. WPP is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.	8.	Delivery of Goods	11.6	The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
4.	Change in Control	8.1	Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods at WPP's address; or (b) WPP (or WPP's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	11.7	Unless otherwise agreed to in writing by WPP, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
4.1	The Client shall give WPP not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by WPP as a result of the Client's failure to comply with this clause.	8.2	The cost of Delivery will be payable by the Client in accordance with the quotation provided by WPP to the Client, or as otherwise notified to the Client prior to the placement of an order for Goods.	11.8	The Client must unconditionally ratify any actions taken by WPP under clauses 11.3 to 11.5.
		8.3	WPP may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	11.9	Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
		8.4	The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.	12.	Security and Charge
		8.5	Any time specified by WPP for Delivery of the Goods is an estimate only and WPP will not be liable for any loss or damage incurred by the Client because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If WPP is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then WPP shall be entitled to charge a reasonable fee for redelivery and/or storage.	12.1	In consideration of WPP agreeing to supply the Goods and/or provide its Services, the Client grants WPP a security interest by way of a floating charge (registerable by WPP pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or owned by the Client in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services under this Contract and/or permit WPP to appoint a receiver to the Client in accordance with the Corporations Act 2001 (Cth).
		9.	Risk	12.2	The Client indemnifies WPP from and against all WPP's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising WPP's rights under this clause.
		9.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.		

Please note that a larger print version of these terms and conditions is available from WPP on request.

Wholesale Plants & Products Pty Ltd – Terms & Conditions of Trade

12.3	In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 10.1,11.2 and 12.1 as applicable, is deemed insufficient by WPP to secure the repayment of monies owed by the Client to WPP, the Client hereby grants WPP a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money.	(b) the Client has exceeded any applicable credit limit provided by WPP;	(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
		(c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or	17.8 The Client shall have the right to request (by e-mail) from WPP:
		(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	(a) a copy of the Personal Information about the Client retained by WPP and the right to request that WPP correct any incorrect Personal Information; and
			(b) that WPP does not disclose any Personal Information about the Client for the purpose of direct marketing.
			17.9 WPP will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
13. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)		16. Cancellation	17.10 The Client can make a privacy complaint by contacting WPP via e-mail. WPP will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au .
13.1 The Client must inspect the Goods on Delivery and must within forty-eight (48) hours of Delivery notify WPP in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow WPP to inspect the Goods.		16.1 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.	
13.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).		16.2 If WPP, due to reasons beyond WPP's reasonable control, is unable to deliver any Goods and/or Services to the Client, WPP may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Client. On giving such notice WPP shall repay to the Client any money paid by the Client for the Goods and/or Services. WPP shall not be liable for any loss or damage whatsoever arising from such cancellation.	18. Service of Notices
13.3 WPP acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.		16.3 The Client may cancel Delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels Delivery in accordance with this clause 16.3, the Client will not be liable for the payment of any costs of WPP, except where a deposit is payable in accordance with clause 7.3. Failure by the Client to otherwise accept Delivery of the Goods and/or Services shall place the Client in breach of this Contract.	18.1 Any written notice given under this Contract shall be deemed to have been given and received:
13.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, WPP makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. WPP's liability in respect of these warranties is limited to the fullest extent permitted by law.		16.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will not be accepted once production has commenced, or an order has been placed.	(a) by handing the notice to the other party, in person;
13.5 If the Client is a consumer within the meaning of the CCA, WPP's liability is limited to the extent permitted by section 64A of Schedule 2. If WPP is required to replace the Goods under this clause or the CCA, but is unable to do so, WPP may refund any money the Client has paid for the Goods.			(b) by leaving it at the address of the other party as stated in this Contract;
13.6 If the Client is not a consumer within the meaning of the CCA, WPP's liability for any defect or damage in the Goods is:			(c) by sending it by registered post to the address of the other party as stated in this Contract;
(a) limited to the value of any express warranty or warranty card provided to the Client by WPP at WPP's sole discretion;			(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
(b) limited to any warranty to which WPP is entitled, if WPP did not manufacture the Goods;			(e) if sent by email to the other party's last known email address.
(c) otherwise negated absolutely.			18.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
13.8 Subject to this clause 13, returns will only be accepted provided that:			19. Trusts
(a) the Client has complied with the provisions of clause 13.1; and			19.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not WPP may have notice of the Trust, the Client covenants with WPP as follows:
(b) WPP has agreed that the Goods are defective; and			(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund;
(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and			(b) the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.			(c) the Client will not during the term of the Contract without consent in writing of WPP (WPP will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
13.9 Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, WPP shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:			(i) the removal, replacement or retirement of the Client as trustee of the Trust;
(a) the Client failing to properly maintain or store any Goods;			(ii) any alteration to or variation of the terms of the Trust;
(b) the Client using the Goods for any purpose other than that for which they were designed;			(iii) any advancement or distribution of capital of the Trust; or
(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;			(iv) any resettlement of the trust fund or trust property.
(d) the Client failing to follow any instructions or guidelines provided by WPP;			20. General
(e) fair wear and tear, any accident, or act of God.			20.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute.
13.10 WPP may in its absolute discretion accept non-defective Goods for return in which case WPP may require the Client to pay handling fees of up to twenty-five percent (25%) of the value of the returned Goods plus any freight costs.			The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
13.11 Notwithstanding anything contained in this clause if WPP is required by a law to accept a return, then WPP will only accept a return on the conditions imposed by that law.			20.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
13.12 Subject to clause 13.1, customised, or non-stocklist items or Goods made or ordered to the Client's specifications are not acceptable for credit or return.			20.3 These terms and conditions and any Contract to which they apply shall be governed by the laws of South Australia and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).
14. Intellectual Property			20.4 WPP may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
14.1 Where WPP has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of WPP. Under no circumstances may such designs, drawings and documents be used without the express written approval of WPP.			20.5 The Client cannot licence or assign without the written approval of WPP.
14.2 The Client warrants that all designs, specifications, or instructions given to WPP will not cause WPP to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify WPP against any action taken by a third party against WPP in respect of any such infringement.			20.6 WPP may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of WPP's sub-contractors without the authority of WPP.
14.3 The Client agrees that WPP may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which WPP has created for the Client.			20.7 The Client agrees that WPP may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for WPP to provide Goods to the Client.
15. Default and Consequences of Default			20.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to WPP, once the parties agree that the Force Majeure event has ceased.
15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at WPP's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.			20.9 Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
15.2 If the Client owes WPP any money, the Client shall indemnify WPP from and against all costs and disbursements:			20.10 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
(a) incurred; and/or			20.11 If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.
(b) which would be incurred and/or			
(c) for which by the Client would be liable;			
in regard to legal costs on a solicitor and own client basis incurred in exercising WPP's rights under these terms and conditions, internal administration fees, WPP's Contract fees owing for breach of these terms and conditions', including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.			
15.3 Further to any other rights or remedies WPP may have under this Contract, if a Client has made payment to WPP, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by WPP under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.			
15.4 Without prejudice to WPP's other remedies at law WPP shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to WPP shall, whether or not due for payment, become immediately payable if:			
(a) any money payable to WPP becomes overdue, or in WPP's opinion the Client will be unable to make a payment when it falls due;			

Please note that a larger print version of these terms and conditions is available from WPP on request.