



**Jenlist Pty Ltd T/A
Jenlist Distributors
ABN 18 003 619 789
PO Box 513
Blaxland NSW 2774
Ph (02) 4739 6131
Fax (02) 4739 5861**

Jenlist Distributors
'Support. Service. Success.'

Application For Trading Account

Nature of Organisation:

Sole Trader Partnership Proprietary Company Trust Other _____

Trade Name: _____

Legal Name: _____

Delivery Address: _____

Suburb & State: _____ Postcode: _____

Postal Address: _____

Suburb & State: _____ Postcode: _____

Telephone: () _____ Fax: () _____ Mobile: _____

E-Mail: _____

Registered Office: _____

ABN Number: _____ ACN Number: _____

Contact Person for Accounts (Payments): _____ Telephone: () _____

Store type (please tick appropriate box/es):

Newsagency Post Office Food / Liquor Electronic Tourist Petrol

Tobacconist Education Other (specify): _____

Details of Owner (if Sole Trader), Details of Partners (if Partnership) or Details of Directors (If Proprietary Company)

1. Full Name: _____ 2. Full Name: _____

Date of Birth: _____ Date of Birth: _____

Home Address: _____ Home Address: _____

Suburb: _____ Suburb: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

Home Phone: _____ Home Phone: _____

If there are more than 2 directors please provide details on a separate page.

Do you have an electronic terminal in your store? YES / NO

If yes, which company supplies your machine? _____

Terminal ID: _____ Merchant ID: _____

Trade References (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone) Do not list any of the following: Coca Cola, British American Tobacco, Hallmark Cards, Campbells, Network Services or Streets Ice Cream. They will not give any details on your business.

1. _____ Phone No: _____

2. _____ Phone No: _____

3. _____ Phone No: _____

I certify that the above information is true and correct and that I am authorised to make this application for a trading account. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (attached) of Jenlist Pty Ltd T/A Jenlist Distributors which form part of, and are intended to be read in conjunction with the Terms and Conditions for supply of Optus, Boost and Virgin PrePaid Mobile by Jenlist Pty Ltd and this Application for Trading Account and agree to be bound by these conditions.

Signed: _____ Date: _____
(Proprietor / Partner / Director / Authorised Signatory) Circle One

Drivers Licence No. _____

Full Name: _____ Position: _____

Guarantors Details (if required):

Full Name: _____ Occupation: _____

Address: _____ Signature: _____

Jenlist Pty Ltd T/A Jenlist Distributors – Terms & Conditions of Trade

1.	Definitions		
1.1	"Agent" shall mean Jenlist Pty Ltd T/A Jenlist Distributors, its successors and assigns or any person acting on behalf of and with the authority of Jenlist Pty Ltd T/A Jenlist Distributors.	(c)	(a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Agent or the Agent's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Agent (or the Agent's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
1.2	"Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.	(d)	(b) should the Agent elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Agent from and against all the Agent's costs and disbursements including legal costs on a solicitor and own client basis.
1.3	"Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.	(e)	(c) The Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Agent or the Agent's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1.
1.4	"Goods" shall mean Goods supplied by the Agent to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Agent to the Customer.	(f)	
1.5	"Services" shall mean all services supplied by the Agent to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).	(g)	
1.6	"Price" shall mean the cost of the Goods as agreed between the Agent and the Customer subject to clause 3 of this contract.	(h)	
2.	Acceptance	(i)	
2.1	Any instructions received by the Agent from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Agent shall constitute acceptance of the terms and conditions contained herein.		
2.2	Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.	7.	Customer's Disclaimer
2.3	Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of the Agent.	7.1	The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Agent and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.
2.4	The Customer undertakes to give the Agent at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.	8.	Defects
2.5	Where the Goods supplied are: (a) Optus pre-paid Goods; or (b) Virgin pre-paid Goods; or (c) Boost pre-paid Goods; then these Goods are also subject to the terms and conditions of the respective supply company, as attached (where applicable). Acceptance of the Agent's terms and conditions shall constitute acceptance of the Optus, Virgin or Boost terms and conditions. If there are any inconsistencies between the terms and conditions herein and the Optus, Virgin or Boost terms and conditions then the terms and conditions contained in this document shall prevail.	8.1	The Customer shall inspect the Goods on delivery and shall within seven (7) days notify the Agent of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Agent an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Agent has agreed in writing that the Customer is entitled to reject, the Agent's liability is limited to replacing the Goods. Goods will not be accepted for return other than in accordance with 8.1 above and 9.1 below.
3.	Price And Payment	8.2	14. Cancellation
3.1	At the Agent's sole discretion the Price shall be either; (a) as indicated on invoices provided by the Agent to the Customer in respect of Goods supplied; or (b) the Agent's current Price, at the date of delivery of the Goods, according to the Agent's current Price list.	9.	The Agent may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Agent shall repay to the Customer any sums paid in respect of the Price. The Agent shall not be liable for any loss or damage whatever arising from such cancellation.
3.2	Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due fourteen (14) days following the date of the invoice.	9.1	14.1
3.3	At the Agent's sole discretion: (a) payment shall be due before delivery of the Goods. Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to 1.5% of the Price), or by direct credit, or by direct debit, or by any other method as agreed to between the Customer and the Agent.	9.2	14.2
3.4	GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.	9.3	14.3
4.	Delivery Of Goods	10.	14.4
4.1	Delivery of the Goods shall take place when the Customer takes possession of the Goods at the Customer's address (in the event that the Goods are delivered by the Agent).	10.1	The Customer and/or the Guarantor/s agree to the Agent to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Agent.
4.2	At the Agent's sole discretion the costs of delivery are; (a) included in the Price, or (b) in addition to the Price, or (c) for the Customer's account.	11.	14.5
4.3	The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Agent shall be entitled to charge a reasonable fee for redelivery.	11.1	14.6
4.4	The failure of the Agent to deliver shall not entitle either party to treat this contract as repudiated.	11.2	14.7
4.5	The Agent shall not be liable for any loss or damage whatever due to failure by the Agent to deliver the Goods (or any of them) promptly or at all.	12.	14.8
5.	Risk	12.1	14.9
5.1	If the Agent retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.	12.2	14.10
5.2	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Agent is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Agent is sufficient evidence of the Agent's rights to receive the insurance proceeds without the need for any person dealing with the Agent to make further enquiries.	12.3	14.11
6.	Title	12.4	14.12
6.1	It is the intention of the Agent and agreed by the Customer that ownership of the Goods shall not pass until: (a) the Customer has paid all amounts owing for the particular Goods, and (b) the Customer has met all other obligations due by the Customer to the Agent in respect of all contracts between the Agent and the Customer.	12.5	14.13
6.2	Receipt by the Agent 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 and until then the Agent's ownership or rights in respect of the Goods shall continue.		14.14
6.3	It is further agreed that: (a) where practicable the Goods shall be kept separate and identifiable until the Agent shall have received payment and all other obligations of the Customer are met; and (b) until such time as ownership of the Goods shall pass from the Agent to the Customer the Agent may give notice in writing to the Customer to return the Goods or any of them to the Agent. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and		14.15
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Terms and Conditions (For supply of Optus and Boost PrePaid Mobile by Jenlist Pty Ltd)

To be read in conjunction with the Terms & Conditions of Trade as set out by Jenlist Pty Ltd T/A Jenlist Distributors

Introduction

1.1 **Background:** Jenlist Pty Ltd (ABN 003 619 789) (**Jenlist**) has been appointed by PrePaid Services Pty Limited (ABN 83 094 689 219) (**PrePaid Services**) as an Agent for Optus Mobile Pty Limited (ABN 65 054 365 696) and Optus Internet Pty Limited (ABN 14 083 164 532) (together **Optus**) to facilitate the sale and promotion of certain pre-paid telecommunications products and services. On behalf of Optus and PrePaid Services, Jenlist appoints the Retailer as a Sub- agent of Optus to carry out the promotion and sales of Products for Optus on the terms of this Agreement.

1.2 **Acceptance:** By placing the first order with Jenlist for Products, the Retailer will be deemed to have accepted the appointment as Optus' agent and agree to comply with the terms of this Agreement and any direction by PrePaid Services and / or PrePaid Services approved communication from Jenlist. These terms and conditions are directly enforceable against the Retailer by PrePaid Services (for the benefit of Optus).

1.3 **Term of Agreement:** This Agreement commences on the date it is signed by both parties (or the date on which the Retailer is deemed to have accepted these terms under **clause 1.2**) and continues for the term specified in the Details unless it is terminated earlier in accordance with its terms.

1.4 **Definitions:**

Products means a product of the following type : Prepaid Mobile Start Up Kits (Containing a SIM card and pre-paid airtime), Prepaid Mobile Handset Packages (Mobile handset packages bundled with Prepaid Mobile start Up kits), Prepaid Mobile Recharge Vouchers (vouchers containing further pre-paid mobile airtime), Prepaid Internet Products, Prepaid Services Calling Card Products.

Locations Retail locations as approved by Jenlist and PrePaid services

Margin means the commission payable to the retailer expressed as a percentage of the sale price, as notified by Jenlist from time to time

Sale Price means the price for a Product as specified by Optus

2. Appointment and Role

2.1 **Appointment:** Jenlist as an agent of PrePaid Services and Optus appoints the Retailer as a Sub- agent of Optus, on the terms of this Agreement, for the purpose of selling Products to customers at approved Locations

2.2 **Role:** All sales of Products are directly between Optus and the customer. The Retailer must not purport to enter into any contractual relationship with a customer for the sale of Products or alter any of the terms and conditions on which Optus supplies the Products to customers.

2.3 **Sub-Agency:** The Retailer must not appoint any agents of Optus or supply Products to any person for the purposes of re-supply.

3. Exclusivity

If the agreement states that exclusivity applies, the Retailer must not:

- (a) purchase from a competitor of Optus for the purpose of resupply; or
- (b) distribute, promote or provide agency services the same as or similar to the agency services provided under this Agreement for a competitor of Optus in relation to,

any pre-paid mobile telecommunications products or services, pre-paid internet service or prepaid calling card products or services.

4. Retailer's Obligations

4.1 **Conditions of Supply:** The Retailer must:

- (a) use its best efforts to promote the sale of the Products to customers at the Locations including by ensuring that (at all times and at each Location) the Products are displayed prominently and in adequate stock;
- (b) use the point of sale material provided by Jenlist from time to time;
- (c) not use any advertising or promotional material in connection with the sale of the Products, other than the material provided or approved by Jenlist
- (d) not transfer Products between Locations, unless otherwise agreed by Jenlist;
- (e) supply Products only for use in connection with the Optus Digital Mobile Network in Australia and/or OptusNet Dial-Up Internet Service as relevant; and
- (f) ensure Products sold to customers:
 - (i) are in the same packaging and condition as they are delivered by Jenlist;
 - (ii) have an expiry date more than 2 months away; and
 - (iii) are not separated or unbundled components of Products delivered by Jenlist to the Retailer.

4.2 **General Obligations:** The Retailer:

- (a) must not make any representations or give any warranties in relation to the Products other than those given by Jenlist from time to time;
- (b) must perform its obligations under this Agreement in accordance with:
 - (i) any directions issued by Jenlist, PrePaid Services or Optus from time to time;
 - (ii) any Optus , PrePaid Services or Jenlist operational procedures that the Retailer has been notified of;
- (c) If requested by Jenlist provide to Jenlist within 3 days of the end of every calendar month a statement showing any information reasonably required by Jenlist, including the number and type of Products which have been acquired by customers during that calendar month, and the Sales Price paid by those customers for each Product

4.3 **Compliance with Legal and Statutory Obligations:** The Retailer:

- (a) must comply with all applicable laws, regulations, standards and codes of conduct;
- (b) must not represent or pass-off that it is Optus or PrePaid Services, or is authorised to act on behalf of Optus or PrePaid Services or perform any activities in relation to the Products except as set out in this Agreement; and
- (c) must work together with Jenlist to prevent fraud in connection with the Products and notify Jenlist immediately on becoming aware of any such fraud.

4.4 **Pre-paid identity checks:** Without limiting the Retailer's obligations under **clause 5.3**, the Retailer must:

- (a) obtain copies of identification required by the ACMA's Telecommunications (Service Provider - Identity Checks for Pre-paid Public Mobile Telecommunications Services) Determination 2000 including the identification specified in the Attachment to this Agreement; and
- (b) supply copies of that identification along with a completed Prepaid Registration form to Optus on a weekly basis (or at such other times as may be agreed between the parties from time to time) and in accordance with Optus procedures as notified by Jenlist.
- (c) Copies of identification and completed Prepaid Registration forms are to be returned to :

Campaign Management Team at
Reply Paid 1111,
PO Box 42,
North Melbourne, VIC 3051

5. Displays and Point of Sale Material

5.1 **Point of sale and advertising material:** If Jenlist provides the Retailer with displays, fittings and point of sale material for the products, all such materials:

- (a) remain the property of PrePaid Services or Optus (as the case may be);
- (b) must be used for the purposes of display and promotion of Products; and
- (c) must be prominently displayed in accordance with the directions of Jenlist from time to time. Sale Price and Price Protection.

5.2 **Approval:** The Retailer must ensure that any point of sale and advertising material used at a Location for the Products that has not been supplied by PrePaid Services is approved in writing by PrePaid Services.

6. Sale Price

6.1 **Commission:** The Retailer:

- (a) may retain by way of commission an amount equal to the Margin of the Sale Price of Products sold by the Retailer to customers at the Locations; and
- (b) must remit to Jenlist an up-front deposit for the Products delivered to the Retailer under this Agreement calculated in accordance with the formula in **clause 6.2**.

6.2 **Remittance Formula:** For all Products delivered to the Retailer, the Retailer must remit to Jenlist an amount (**Remittance**) calculated in accordance with the following formula, as adjusted in accordance with this **clause**

Remittance =
Sale Price - (Sale Price x Margin).

6.3 **Sale Price and Price Protection:**

- (a) The Retailer acknowledges and agrees that the sales of the Products are directly between Optus and the customer and, accordingly, Optus (as notified to the Retailer by Jenlist) is free to set the Sale Price of the Products at any time as it sees fit.
- (b) If Optus:

(i) reduces the Sale Price, the Retailer may make a price protection claim in accordance with the Return and Price Protection Policy and the Jenlist will refund to the Retailer the amounts determined in accordance with the Return and Price Protection Policy; and

(ii) increases the Sale Price, the Retailer will be liable to pay Jenlist an additional amount calculated in accordance with the Return and Price Protection Policy.

7. Confidentiality

7.1 *Definition: Confidential Information means:*

- (a) all information of PrePaid Services or Optus (jointly and severally the **Owner**) that is treated by them as being confidential; and
- (b) disclosed by the Owner (whether in writing or in any other form) to the Retailer (or of which the Retailer first becomes aware) in connection with this Agreement.

7.2 *Restrictions on disclosure:* The Retailer must keep the Confidential Information confidential and not disclose it to a third party except:

- (a) to employees that have a need to know in connection with this Agreement (and only to the extent that each has a need to know); or
- (b) to the extent, and to the persons, required to comply with any legal or regulatory obligations or the listing rules of any stock exchange.

7.3 The Retailer must:

- (a) only use the Owner's Confidential Information to the extent necessary to perform its obligations under this Agreement;
- (b) establish and maintain effective security measures to safeguard the Owner's Confidential Information from unauthorised access or use;
- (c) immediately take all steps to prevent or stop, and comply with any direction issued by the Owner from time to time regarding, a suspected or actual breach; and
- (d) immediately notify the Owner of any suspected or actual unauthorised use, copying or disclosure of the Owner's Confidential Information.
- (e) not use any Optus or PrePaid Services trade marks and logos without prior written approval of Optus or PrePaid Services respectively.
- (f) only apply the Optus and PrePaid Services Trade Marks in a manner and form approved by Optus or PrePaid Services, or both, in writing from time to time (including the use of Optus and PrePaid Services Trade Marks in connection or association with any other trade marks, logos, names, trading styles or get up
- (g) comply with any quality or other standards notified by Optus or PrePaid Services or both to retailer in relation to the use of the Optus and PrePaid Services Trade Marks
- (i) not alter or deface the Optus and PrePaid Services Trade Marks in any manner.

7.4 *Effect of Expiration or Termination:* On expiration or termination of this Agreement, the Retailer agrees that:

- (a) it must continue to keep confidential in accordance with this **clause 9** the Owner's Confidential Information; and
- (b) its rights to use and disclose the Owner's Confidential Information cease other than in relation to information the Retailer is required to disclose in order to comply with any legal, regulatory, or stock exchange reporting obligations.

8. Privacy

8.1 *Definition: Personal Information* has the meaning in the *Privacy Act 1988* (Cth), and in this **clause**, refers to Personal Information collected by the Retailer and/or its personnel or disclosed to the Retailer and/or its personnel under the terms of this Agreement

8.2 *Compliance with privacy legislation:* In addition to complying with its duties under **clause 9**, when performing its obligations under this Agreement, the Retailer must ensure that when it or its personnel collects, uses, discloses, transfers, stores or otherwise handles Personal Information which relates to a Customer or any other person, it will comply with all applicable laws, rules and regulations including, without limitation:

- (a) the *Privacy Act 1988* (Cth) and the National Privacy Principles contained in Schedule 3 of that Act, regardless of whether the Retailer is a small business operator for the purposes of that Act, or would otherwise be exempted from complying with that Act; and
- (b) Part 13 of the *Telecommunications Act 1997* (Cth).

8.3 *Privacy notification:* At the time the Retailer and/or its personnel collects Personal Information from a person on behalf of Optus (for example, when a person is completing a Service Application), the Retailer and/or its personnel must direct that person to the relevant printed explanation of why Optus collects Personal Information, to whom Optus may disclose Personal Information, the consequences if Personal

Information is not provided and that access to the Personal Information which Optus holds about them may be available from Optus.

8.4 *Use and disclosure:* Without limiting **clause 10.2**, the Retailer must and the Retailer must ensure that its personnel must:

- (a) not use the Personal Information collected from a Customer or from Optus except in accordance with **clause 9** and for purposes authorised under this Agreement;
- (b) not disclose Personal Information provided to the Retailer and/or its personnel to any person other than Optus without the written authority of Optus or as required by law;
- (c) take all reasonable steps to protect any Personal Information provided to the Retailer and/or its personnel under this Agreement from misuse and loss and from unauthorised access, modification or disclosure;
- (d) comply with any reasonable requests or directions of Optus concerning the security, use and disclosure of Personal Information collected by the Retailer and/or its personnel under this Agreement, or the rights of individuals to access and correct such Personal Information (for example, this may be addressed in bulletins from Optus to the Retailer);
- (e) comply with any reasonable requests or directions of Optus concerning the current Optus privacy policy;
- (f) notify Optus as soon as reasonably practicable after the Retailer becomes aware that it may be required by law (including under the *Privacy Act 1988*) to disclose any Personal Information collected by or provided to the Retailer and/or its personnel under this Agreement (for example, if an access request is received under the *Privacy Act 1988*, Optus must be notified);
- (g) notify Optus immediately after the Retailer becomes aware of a breach of this **clause**; and
- (h) on the termination of this Agreement for any reason, destroy or otherwise deal with any Personal Information provided to the Retailer and/or its personnel under this Agreement in accordance with the reasonable directions of Optus.

8.5 *Personal Information as Confidential Information:* the Retailer acknowledges that Personal Information may also be Confidential Information and that the Retailer must only use or disclose such Personal Information in accordance with **clause 9** of this Agreement.

8.6 *Survival:* **Clause 10** survives the termination of this Agreement.

9. Record Keeping and Inspection

9.1 *Complete records:* The Retailer must maintain complete and accurate records of and all supporting documentation relating to this Agreement and the sale of the Products.

9.2 *Access:* The Retailer agrees to allow PrePaid Services (and its authorised representatives) to enter its business premises and each Location during business hours without notice and at other times after giving 48 hours notice for the sole purpose of ensuring that the Retailer has complied, is complying and will be able to continue to comply with its obligations under this Agreement.

10. Liability

10.1 *Risk and Title:* Title in a Product remains with Optus until such time as the Product is sold by the by the Retailer to the customer when title shall pass directly from Optus to the customer. Risk in the Products passes to the Retailer on the delivery of the Products to the Retailer.

10.2 *Indemnity:* The Retailer indemnifies Jenlist, PrePaid Services and Optus against any liability, losses, damages, expenses and costs (on a solicitor own client basis) suffered or incurred by PrePaid Services or Optus as a result of:

- (a) a breach of this Agreement by the Retailer;
- (b) any act, omission or misrepresentation of the Retailer relating to the sale or promotion of the Products; and
- (c) any fraudulent use of Products (including theft) by any employees, sub-agents or contractors of the Retailer.

10.3 *Non-Excludable Terms:* This Agreement does not exclude or modify any condition or warranty implied into this Agreement or any liability imposed on Optus or PrePaid Services by any law (including by the *Trade Practices Act 1974*) if to do so would contravene that law or make any part of this clause void or unenforceable.

10.4 *Warranties:* Each of PrePaid Services and Optus exclude all conditions and warranties implied into this Agreement.

10.5 *Liability:* PrePaid Services' and Optus' liability for any claim or proceeding in connection with this Agreement (whether that liability arises from contract, tort (including negligence) or statute) will be limited, in the case of services, to supplying the services again and in the case of goods, to providing equivalent goods or replacing or having the goods repaired.

10.6 *Consequential Loss:* Each of Optus and PrePaid Services excludes any liability to the Retailer for any special or consequential loss including but not limited to loss of opportunity, lost revenue and lost profits arising out of or in connection with this Agreement or the sale of the Products.



Jenlist Pty Ltd T/A
Jenlist Distributors
ABN 18 003 619 789
PO Box 513
Blaxland NSW 2774
Ph 1300 781 758
Fax 1300 781 759

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Jenlist Pty Ltd T/A Jenlist Distributors and its successors and assigns ("the Agent")
at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____ ("the Customer")

I/WE UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to the Agent of all moneys which are now owing to the Agent by the Customer and all further sums of money from time to time owing to the Agent by the Customer in respect of goods and services supplied or to be supplied by the Agent to the Customer or any other liability of the Customer to the Agent, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Agent. If for any reason the Customer does not pay any amount owing to the Agent the Guarantor will immediately on demand pay the relevant amount to the Agent.
- HOLD HARMLESS AND INDEMNIFY** the Agent on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof)) incurred by or assessed against the Agent in connection with:
 - the supply of goods and/or services to the Customer; or
 - the recovery of moneys owing to the Agent by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Agent's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - moneys paid by the Agent with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Agent, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Agent to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Agent by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Agent's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Agent, each Guarantor shall be a principal debtor and liable to the Agent accordingly.
- If any payment received or recovered by the Agent is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Agent shall each be restored to the position in which they would have been had no such payment been made.
- This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Agent.**
- The above information is to be used by the Agent for all purposes in connection with the Agent considering this Guarantee and Indemnity and the subsequent enforcement of the same.
- I/we irrevocably authorise the Agent to obtain from any person or company any information which the Agent may require for credit reference purposes. I/We further irrevocably authorise the Agent to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Agent as a result of this Guarantee and Indemnity being actioned by the Agent.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

- Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**



Jenlist Distributors

'Support. Service. Success.'

Jenlist Pty Ltd T/A
Jenlist Distributors
ABN 18 003 619 789
PO Box 513
Blaxland NSW 2774
Ph 1300 781 758
Fax 1300 781 759

Direct Debit Request Service Agreement

Our commitment to you –

This document outlines our service commitment to you, in respect of the Direct Deposit Request (DDR) arrangements made between Jenlist Pty Ltd trading as Jenlist Internet Distributors 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 us and signed by you, we undertake to periodically debit your nominated account for monies owed by you for the purchase of saleable goods, as it becomes due under the terms set out in our credit application previously signed by you.

Drawing arrangements

- The first drawing under this Direct Debit arrangement will occur on the next scheduled payment date (Each Friday) after your account becomes due under our trading terms and after the payment date nominated by you.
- Payment for your first order will be taken from your account prior to order dispatch and payment will need to be cleared.
- We will give you at least 14 days notice in writing when changes to the initial terms of the arrangement are made.
- If you wish to discuss any changes to the initial terms please feel free to contact us by
- Phone on 1300 781 758, fax on 1300 781 759 or by email to sales@jenlist.com.au

Confidentiality

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



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Your rights

Changes to the arrangement

If you want to make changes to the arrangements, contact us as outlined above and we may be able to assist you by

- deferring the drawing ;or
- altering the schedule: or
- stopping an individual debit; or
- suspending the DDR; or
- canceling the DDR completely

Enquires

Direct all enquiries to us, rather than to your financial institution and these should be made at last 5 working days prior to the next scheduled drawing date. Be sure to include your customer reference number of which you will be advised upon processing your DDR.

Disputes

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us.
- You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing

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 dishonored by your financial institution you will be advised by phone and arrangements will be made to facilitate payment. Any transaction fees payable by us in respect of the above will be added to your account.

Direct Debit Request

Request and Authority to debit the account named below to pay Jenlist Internet Distributors



Jenlist Distributors
'Support. Service. Success.'

Jenlist Pty Ltd
Trading as Jenlist Distributors
ABN 18 003 619 789

<i>Request and Authority to debit</i>	Surname or company name _____ Given names or ACN / ABN _____ (“you”) Request and authorize Jenlist Internet Distributors to arrange for any amount Jenlist may charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement
<i>Insert the name and address of financial institution at which account is held. (Bank, Credit Union etc.)</i>	Financial institution name _____ Address _____ _____
<i>Insert details of account to be debited.</i> PLEASE ATTACH ONE OF YOUR DEPOSIT SLIPS AS PROOF OF ACCOUNT DETAILS	Name of Account _____ BSB Number _____ - _____ Account number _____
<i>Acknowledgement</i>	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Jenlist as set out in this Request and in your Direct Debit Request Service Agreement.
<i>Payment Details (delete one and insert date if applicable)</i>	The first debit may be made immediately / from ___ / ___ / ___
<i>Insert your signature and address</i>	Signature _____ Print _____ Address _____ _____ Date ___ / ___ / ___

Internal Use only

Processed by _____ Date ___ / ___ / ___

Merchant I.D. _____



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You have indicated your intention to select Credit Card Payment with order as your preferred method of payment. Thank you for your co-operation in this matter.

We now need you to complete and sign the details below.

Please be assured all our customer information is kept in the strictest of confidentiality and is only used in the course of carrying out normal trading with your organisation.

Thank you again for your ongoing support.

Regards,

Tara-Lea Albury

Please Debit my credit card for the supply of saleable goods.

Store Name: _____

Credit Card Details Visa MasterCard

Card No: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

CCV: _____ (Three digit number on back of card)

Card Expiry Date: _ _ / _ _

Name on Card: _____

E-mail Address: _____ (Receipts will be issued via this method)

Signature: _____