

**Conroy's Foods Pty Ltd**

ABN: 83 685 134 669

1250 Old Port Road, Royal Park SA 5014

Phone: (08) 8346 5821

Email: receivables@conroysfoods.com.au

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:		
Full or Legal Name:		
Trading Name (if different from above):		
Physical Address:	State:	Postcode:
Billing Address:	State:	Postcode:
Email Address:		
Phone 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>		
ABN:	ACN:	Date Established <i>(current owners)</i> :
Nature of Business:		
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :		
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:		
Director Identification No:	D.O.B.	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:		
Director Identification No:	D.O.B.	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Account Terms: <input type="checkbox"/> 7 Days <input type="checkbox"/> Monthly Account <i>(Direct Debit Request)</i>		
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO	Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:		
Accounts Contact:	BSB No:	
Bank and Branch:	Account No:	
Trade References: <i>(please provide companies that are willing to do trade references)</i>		
Name:	Address:	Phone / Email:
1.		
2.		
3.		

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Conroy's Foods Pty Ltd which form part of and are intended to be read in conjunction with this Credit Account Application 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 (CUSTOMER): _____	SIGNED (CONROY'S): _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Conroy's Foods Pty Ltd and its successors and assigns ("Conroy's") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

 ("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to Conroy's of all monies which are now owing to Conroy's by the Customer and all further sums of money from time to time owing to Conroy's by the Customer in respect of goods and services supplied or to be supplied by Conroy's to the Customer or any other liability of the Customer to Conroy's, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with Conroy's, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Conroy's, the Guarantor will immediately on demand pay the relevant amount to Conroy's. In consideration of Conroy's agreeing to supply the goods and/or services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Conroy's registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints Conroy's and each director of Conroy's as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Conroy's may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Conroy's on demand as a separate obligation against any liability (including but not limited to damages, costs, losses, and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Conroy's in connection with:
 - the supply of goods and/or services to the Customer; or
 - the recovery of monies owing to Conroy's by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Conroy's nominees contract default fee and legal costs; or
 - monies paid by Conroy's with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Conroy's, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Conroy's to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read, and understood Conroy's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 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 all monies owing to Conroy's 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 Conroy'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 Conroy's, each Guarantor shall be a principal debtor and liable to Conroy's accordingly.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
 - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
 - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
 - any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
- 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 all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) 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 Conroy's.**
- I/we irrevocably authorise Conroy's to obtain from any person or company any information which Conroy's may require for credit reference purposes. I/We further irrevocably authorise Conroy's 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 Conroy's as a result of this Guarantee and Indemnity being actioned by Conroy's.
- The above information is to be used by Conroy's for all purposes in connection with Conroy's considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Customer I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners.

3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

4. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member.

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

Conroy's Foods Pty Ltd – Terms & Conditions of Trade

1.	Definitions	9.3	It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 9.1:	14.3	Cancellation of orders for Goods made to the Customer's specifications, or for non-stockist items, will not be accepted once production has commenced, or an order has been placed.
1.1	"Acknowledgment Document" means the document signed by the Customer in conjunction with these Terms and Conditions of Trade and applicable if Conroy's elects, whereby the Customer acknowledges the extent and effect of the provision of security the Customer provides to Conroy's in consideration of the provision of Goods or Services.		(a) The Customer is only a bailee of the Goods and must return the Goods to Conroy's on	15.	Privacy Policy
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 details, 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.		(b) The Customer holds the benefit of the Customer's insurance of the Goods on trust for Conroy's and must pay to Conroy's the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.	15.1	All records, documents, images, or other recorded information held or used by Conroy's is Personal Information, as defined and referred to in clause 15.4, and therefore considered Confidential Information. Conroy's acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the "Act") and the Australian Privacy Principles (the "APPs") and the Privacy Amendment (Notifiable Data Breaches) 2017 (NDPB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") and the UK Data Privacy Laws ("UKDPLs"). Conroy's acknowledges that in the event it becomes aware of any data breaches or other breaches of the Customer's Personal Information, held by Conroy's that may result in serious harm to the Customer, Conroy's will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must comply with the Act and/or the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
1.3	"Conroy's" means Conroy's Foods Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Conroy's Foods Pty Ltd.		(c) The Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the Conroy's and must sell, dispose of or return the resulting product to Conroy's as it so directs.	15.2	Notwithstanding clause 15.1, privacy limitations will extend to Conroy's in respect of Cookies where the Customer utilises Conroy's website to make enquiries. Conroy's agrees to display references to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information from the Customer's:
1.4	"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.		(d) The Customer irrevocably authorises Conroy's to enter any premises where Conroy's believes the Goods are kept and recover possession of the Goods;		(a) if address, browser, email client type and other similar details;
1.5	"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 Customer does not wish to allow Cookies to operate in the background when using Conroy's website, then the Customer has 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.		(e) Conroy's may recover possession of any Goods in transit whether or not Delivery has occurred;		(b) tracking website usage and traffic; and
1.6	"Customer" means the persons, entities or any person acting on behalf of and with the authority of a Customer requesting Conroy's to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:	10.	(f) the Customer shall not charge or grant an encumbrance over the Goods nor grant otherwise give away any interest in the Goods while they remain the property of Conroy's; and		(c) reports are available to Conroy's when Conroy's sends an email to the Customer, so Conroy's may collect and review that information (collectively "Personal Information")
1.7	(a) if there is more than one Customer, is a reference to each Customer jointly and severally, and	10.1	Conroy's may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.		If the Customer consents to Conroy's use of Cookies on Conroy's website, the Customer later wishes to withdraw that consent, the Customer may manage and control Conroy's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
1.8	(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and	10.2	In this contract, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.	15.3	The Customer agrees to Conroy's request to obtain from the Customer a credit report containing personal credit information (e.g. 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) about the Customer in relation to the Credit Report (where relevant) and Conroy's. The Customer agrees that Conroy's may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:
1.9	(c) includes the Customer's executors, administrators, successors, and permitted assigns.	10.3	(a) the Customer shall sign, execute, and provide any further information (such information to be complete, accurate and up-to-date in all respects) which Conroy's may reasonably require to:		(a) to assess an application by the Customer; and/or
1.10	"GST" means Goods and Services Tax as defined within the A New Tax System (Goods and Services Tax) Act 1999.		(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;		(b) to notify other credit providers of a default by the Customer; and/or
1.11	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Conroy's and the Customer in accordance with clause 5 below.		(ii) register any other document required to be registered by the PPSA; or		(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
2.	Acceptance		(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii).	15.4	(d) to assess the creditworthiness of the Customer including the Customer's repayment history
2.1	The parties acknowledge and agree that:		(b) indemnify, and upon demand reimburse, Conroy's for all expenses incurred in registering a financing statement or financing change statement in the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;	15.5	The Customer consents to Conroy's being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
2.2	(a) they have read and understood the terms and conditions contained in this Contract; and		(c) not register a financing change statement in respect of a security interest without the prior written consent of Conroy's;	15.6	Conroy's may give credit details of a default by the Customer to the following purposes:
2.3	(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by the terms and conditions if the Customer places an order for or accepts delivery of the Goods.		(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 Conroy's;		(a) the provision of Goods; and/or
2.4	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.	10.4	(e) immediately advise Conroy's of any change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales.		(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
2.5	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	10.5	Conroy's and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	15.7	(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
2.6	The Customer acknowledges and accepts that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Conroy's and it has been approved with a credit limit established for the account.	10.6	Conroy's and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.		(d) enabling the collection of amounts outstanding in relation to the Goods.
2.7	In the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, Conroy's reserves the right to refuse delivery.	10.7	The Customer agrees to Conroy's request to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	15.8	The information given to the CRB may include:
2.8	"Electronic signature" means a signature or other mark that the Customer has made in accordance 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.	10.8	The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.		(a) Personal Information as outlined in 15.4 above;
3.	Errors and Omissions		(a) the Customer otherwise agreed to in writing by Conroy's, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.		(b) name of the credit provider and that Conroy's is a current credit provider to the Customer;
3.1	The Customer acknowledges and accepts that Conroy's shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	10.9	Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.		(c) whether the credit provider is a licensee;
3.2	(a) resulting from an inadvertent mistake made by Conroy's in the formation and/or administration of any Contract;	11.	In consideration of Conroy's agreeing to supply the Goods and/or provide its Services as acknowledged by Conroy's in accordance with any Acknowledgment Document the Customer grants Conroy's a security interest by way of a floating charge (registrable by Conroy's under Part 2.4 of the PPSA) in the Goods and/or Services under this Contract and/or permit Conroy's (whether joint or several) in all other assets that is now owned by the Customer or owned by the Customer in the future, including but not limited to those set out in any Acknowledgment Document, to the extent necessary to secure the repayment of monies owed under this Contract and/or to secure the performance of the obligations of the Customer (including but not limited to, the payment of any money), in accordance with the Acknowledgment Document.		(d) type of consumer credit;
3.3	(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Conroy's in respect of the Services.	11.1	In the event that the Customer defaults or breaches any term of this Contract and as a result, the security provided in clauses 9.1, 10.2 and 11.1 as applicable, is deemed insufficient to Conroy's to secure the repayment of monies owed by the Customer to Conroy's, the Customer hereby grants Conroy's 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 Customer now, or owned by the Customer in the future, to secure the performance of the obligations of the Customer (including but not limited to, the payment of any money), in accordance with the Acknowledgment Document.		(e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
3.4	In circumstances where the Customer is required to place an order for Goods, in writing or otherwise as permitted by these terms and conditions, the Customer 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) ("Customer Error"). The Customer must pay for all Goods if orders from Conroy's notwithstanding that such Goods suffer from a Customer Error and notwithstanding that the Customer has not taken or refuses to take delivery of such Goods. Conroy's is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Customer Errors.	11.2	The Customer indemnifies Conroy's from and against all Conroy's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Conroy's rights under this clause.	15.9	(f) advice of consumer credit details of a default by the Customer to an approved OAC (External Disputes Resolution Scheme), overdue accounts, loan and/or for which written notice for request of payment has been made and debt recovery action commenced or allowed to proceed by Conroy's or for which written notice for request of payment has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
4.	Change in Control		(a) the Customer shall give Conroy's notice of any change in control of the Customer (including but not limited to, changes in the Customer's name, address, contact phone or fax number, or any change in the ownership or control of the Customer) within 14 days of any loss incurred by Conroy's as a result of the Customer's failure to comply with this clause.		(g) information that, in the opinion of Conroy's, the Customer has committed a serious credit default (including but not limited to, the following):
4.1	The Customer shall give Conroy's not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number, or any change in the ownership or control of the Customer) within 14 days of any loss incurred by Conroy's as a result of the Customer's failure to comply with this clause.	11.3	Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, Conroy's shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:		(a) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
5.	Price and Payment		(a) the Customer's failure to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	15.10	The Customer shall have the right to request (by e-mail from Conroy's):
5.1	At Conroy's sole discretion, the Price shall be either:	12.	(b) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		(a) a statement of the Price of the Goods and/or Services as supplied by Conroy's and the right to request that Conroy's correct any incorrect Personal Information; and
5.2	(a) as indicated on an invoice provided by Conroy's to the Customer upon placement of an order for Goods; or	12.1	(c) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		(b) that Conroy's does not disclose any Personal Information about the Customer for the Customer's use.
5.3	(b) Conroy's quoted Price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	12.2	(d) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	15.11	Conroy's will destroy Personal Information upon the Customer'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.
5.4	Conroy's reserves the right to vary the Price of the Goods and/or Services previously received:	12.3	(e) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		(a) the Customer shall have the right to request (by e-mail from Conroy's):
5.5	(a) if a variation to the Goods which are to be supplied is requested; or	12.4	(f) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		(b) that Conroy's does not disclose any Personal Information about the Customer for the Customer's use.
5.6	(b) in the event of increases to Conroy's in the cost of freight, labour or the Goods which are beyond Conroy's control.	12.5	(g) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	15.12	Conroy's 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 Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Australian Competition and Consumer Commission at www.accc.gov.au .
5.7	Variances will be permitted on the basis of Conroy's quotation, and will be detailed in writing and shown as variations on Conroy's invoice. The Customer shall be required to respond to any variation submitted by Conroy's within ten (10) working days. Failure to do so will entitle Conroy's to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of the completion.	12.6	(h) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		Service of Notices
5.8	At Conroy's sole discretion, a reasonable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by Conroy's or as notified to the Customer prior to the order being placed.	12.7	(i) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.1	Any written notice given under this Contract shall be deemed to have been given and received:
5.9	Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Conroy's, which may be:	12.8	(j) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		(a) by handing the notice to the other party, in person;
6.	Delivery of Goods		(k) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.2	(b) by sending the notice to the other party by post as stated in this Contract;
6.1	(a) cash on delivery; or	12.9	(l) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		(c) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any) or receipt of confirmation of the transmission; or
6.2	(b) for standard account holders, seven (7) days following the date of invoice; or	12.10	(m) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.3	(d) if sent by email to the other party's last known email address.
6.3	(c) for approved account holders, the 1st of the month following the date in which a statement is posted to the Customer's address or address for notices. A direct debit arrangement shall be required. Payment for direct debit authorities will be automatically debited on the 1st of the month and shall continue until such time as Conroy's is instructed to cancel the direct debit.	12.11	(n) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		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.
6.4	Payment may be made by direct debit, electronic/in-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Conroy's.	12.12	(o) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.4	If the Customer 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 Conroy's may have notice of the Trust, the Customer covenants with Conroy's as follows:
6.5	Conroy's may in its discretion allocate any payment received from the Customer towards any invoice that Conroy's determines and may do so at the time of receipt or at any time afterwards. On any default by Conroy's, the Customer shall be liable for the amount, until such time as the payment is received. In the absence of any payment allocation by Conroy's, payment will be deemed to be allocated in such manner as preserves the maximum value of Conroy's Purchase Money Interest (as defined in the PPSA) in the Goods.	12.13	(p) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		(a) the Customer shall have the right to request (by e-mail from Conroy's):
6.6	The Customer shall be liable for any loss or damage incurred by the Customer because 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 Customer must notify Conroy's in writing within three (3) business days, the Customer shall remain liable for the amount, until such time as Conroy's investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Conroy's placing the Customer's account into default and subject to default interest in accordance with clause 13.1.	12.14	(q) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.5	(b) the Customer shall have the right to request (by e-mail from Conroy's):
6.7	Unless otherwise stated, the Price does not include GST. In addition to the Price, the Customer must pay to Conroy's an amount equal to any GST Conroy's must pay for any supply by Conroy's under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer's Price. In addition, the Customer 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.	12.15	(r) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		(a) a statement of the Price of the Goods and/or Services as supplied by Conroy's and the right to request that Conroy's correct any incorrect Personal Information; and
7.	Risk		(s) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.6	(b) that Conroy's does not disclose any Personal Information about the Customer for the Customer's use.
7.1	Risk of damage to or loss of the Goods passes to the Customer on Delivery, and the Customer must insure the Goods.	12.16	(t) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.7	Conroy's 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 Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Australian Competition and Consumer Commission at www.accc.gov.au .
7.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Conroy's is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Conroy's is sufficient evidence of Conroy's rights to receive the insurance proceeds without the need for any person dealing with Conroy's to make further enquiries.	12.17	(u) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.8	Guarantees
7.3	If the Customer requests Conroy's to leave Goods outside Conroy's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.	12.18	(v) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	16.9	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) in which the other party in writing selling out the reasons for the dispute. The parties shall be equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
8.	Compliance with Laws		(w) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.	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.
8.1	Conroy's warrants that the Goods manufactured on its registered premises, and supplied to all Customers, shall conform to the standards and standards as defined by the Hazard Analysis and Critical Control Points (HACCP), Food Safety Programme Standards, and is eminently suitable for public consumption and thereby compliant with the Australian New Zealand Food Standards Code.	12.19	(x) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.1	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 shall prevail over all terms and conditions of the Customer (even if they form part of the Customer's purchase order).
8.2	Any alleged claims of contamination, accidental inclusion or food borne illnesses must be reported to Conroy's Foods Pty Ltd's management in writing as soon as reasonably practicable. We reserve the right to inspect any items attributed to the claim and have the items tested by an independent laboratory before any public claims, statements or dissemination of information in any form including social media.	12.20	(y) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.2	Conroy's may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent provided the assignment does not cause detriment to the Customer.
9.	Title		(z) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.3	The Customer cannot licence or assign without the written approval of Conroy's.
9.1	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.21	(aa) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.4	Conroy's 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 Customer agrees and warrants that they have no authority to give any instruction to any of Conroy's subcontractors without the authority of Conroy's.
9.2	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.22	(ab) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.5	The Customer agrees that Conroy's may amend their general terms and conditions for subsequent future Contracts with the Customer by displaying such to the Customer in writing. The changes shall be deemed to be made on the date on which the Customer is notified of such changes, or otherwise at such time as the Customer makes a further request for Conroy's to provide Goods to the Customer.
9.3	(b) the Customer has met all of their obligations to Conroy's.	12.23	(ac) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.6	Neither party shall be bound by 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 decoupling), or any other event beyond the reasonable control of either party.
10.	Recap		(ad) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.7	This clause does not apply to a liability by the Customer to make a payment to Conroy's, unless the parties agree that the Force Majeure event has ceased.
10.1	Conroy's warrants that the Goods manufactured on its registered premises, and supplied to all Customers, shall conform to the standards and standards as defined by the Hazard Analysis and Critical Control Points (HACCP), Food Safety Programme Standards, and is eminently suitable for public consumption and thereby compliant with the Australian New Zealand Food Standards Code.	12.24	(ae) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.8	Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisation to do so. Neither party shall be bound by 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 decoupling), or any other event beyond the reasonable control of either party.
10.2	Any alleged claims of contamination, accidental inclusion or food borne illnesses must be reported to Conroy's Foods Pty Ltd's management in writing as soon as reasonably practicable. We reserve the right to inspect any items attributed to the claim and have the items tested by an independent laboratory before any public claims, statements or dissemination of information in any form including social media.	12.25	(af) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.9	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 intended to alter the parties' obligations under this Contract.
10.3	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.26	(ag) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.10	If the Customer 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 Conroy's may have notice of the Trust, the Customer covenants with Conroy's as follows:
10.4	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.27	(ah) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.11	(a) the Customer shall have the right to request (by e-mail from Conroy's):
10.5	(b) the Customer has met all of their obligations to Conroy's.	12.28	(ai) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.12	(b) that Conroy's does not disclose any Personal Information about the Customer for the Customer's use.
10.6	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.29	(aj) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.13	Conroy's 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 Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Australian Competition and Consumer Commission at www.accc.gov.au .
10.7	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.30	(ak) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.14	Severability
10.8	(b) the Customer has met all of their obligations to Conroy's.	12.31	(al) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.15	Any provision of these terms and conditions which is held to 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.
10.9	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.32	(am) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.16	Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, Conroy's shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
10.10	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.33	(an) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.17	(a) the Customer's failure to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.11	(b) the Customer has met all of their obligations to Conroy's.	12.34	(ao) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.18	(b) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.12	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.35	(ap) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.19	(c) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.13	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.36	(aq) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.20	(d) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.14	(b) the Customer has met all of their obligations to Conroy's.	12.37	(ar) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.21	(e) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.15	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.38	(as) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.22	(f) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.16	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.39	(at) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.23	(g) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.17	(b) the Customer has met all of their obligations to Conroy's.	12.40	(au) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.24	(h) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.18	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.41	(av) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.25	(i) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.19	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.42	(aw) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.26	(j) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.20	(b) the Customer has met all of their obligations to Conroy's.	12.43	(ax) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.27	(k) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.21	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.44	(ay) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.28	(l) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.22	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.45	(az) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.29	(m) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.23	(b) the Customer has met all of their obligations to Conroy's.	12.46	(ba) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.30	(n) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.24	Conroy's and the Customer agree that ownership of the Goods shall not pass until:	12.47	(bb) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.31	(o) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
10.25	(a) the Customer has paid Conroy's all amounts owing to Conroy's; and	12.48	(bc) the Customer failing to pay the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	17.32	(p) the Customer failing to pay the amount of the Customer