



ACCOUNT APPLICATION FORM

Business Details

BUSINESS DETAILS

Trading Name: _____

Type Of Business: Pharmacy Health Food Beauty Other

Other: _____

Banner Group: _____

Date Business Commenced or Take Over Date: _____

ABN: _____

Delivery Address: _____ P/Code _____

Postal Address: _____ P/Code _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Preferred Freight Carrier (country/interstate stores): _____

Account Number with Freight Company: _____

DIRECTORS/OWNERS/PARTNERS DETAILS

Name (1): _____

Address: _____

(other than store) _____ P/Code _____

Telephone Number: _____ () Mobile: _____

Name (2): _____

Address: _____

(other than store) _____ P/Code _____

Telephone Number: () _____ Mobile: _____

Other Stores Owned: _____

TRADE REFERENCES

Company Name (1): _____

Contact Person: _____

Telephone Number: () _____ Facsimile Number: () _____

Company Name (2): _____

Contact Person: _____

Telephone Number: () _____ Facsimile Number: () _____

Company Name (3): _____

Contact Person: _____

Telephone Number: () _____ Facsimile Number: () _____



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Account Details

ACCOUNT DETAILS

Store Manager: _____

Accounts Person: _____

Address: _____ P/Code _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Please forward (fax, post or email) a copy of your Business Registration Certificate and if a practitioner please forward a copy of your Accreditation Certificate.

Where would you like your statements to be sent?

Accounts Dept Store Other

If other, please give details: _____

OWNERS GUARANTEE

I/We, Owner(s) of the above business, agree that I/We shall be jointly and severally be liable for the payment of all goods invoiced and delivered to the above business. I/We shall immediately notify Ian Trevorrow Agencies (ITA) of any changes to the information supplied on this form. I/We have read the Terms and Conditions of Sale and shall be deemed to be subject to these terms and conditions. I/We authorize Ian Trevorrow Agencies to check Trade References with the suppliers listed.

Accept/Agree to Owners Guarantee

Signed (1) _____ Date: _____

Signed (2) _____ Date: _____

PLEASE FORWARD TOGETHER WITH YOUR APPLICATION A COPY OF YOUR BUSINESS REGISTRATION AND IF A PRACTITIONER, PLEASE INCLUDE A COPY OF YOUR ACCREDITATION CERTIFICATE.

OFFICE USE ONLY

Credit Check (1) _____

(2) _____

(3) _____

Credit Limit \$ _____

Date Opened _____



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Terms & Conditions of Sale

Effective 1st January 2016

1. Terms of Payment

- i. Ian Trevorrow Investments Pty Ltd Trading As Ian Trevorrow Agencies (“ITA”) requires **payment in full to be made within thirty (30) days from statement date** to approved buyers on a thirty day account. If account is continually overdue, ITA reserves the right to request payment from the Buyer prior to goods being sent.
- ii. The Buyer may choose to pay by credit card but must do so on the day the invoice is processed otherwise payment must be made by cheque or direct debit.
- iii. A 3 month trial period will apply to all new accounts. ITA reserves the right at any time in its sole discretion to cease the provision of a credit facility and payment will be required immediately on outstanding monies in cash or bank cheque.
- iv. ITA charge a \$20 administration fee for any dishonoured cheque, plus any associated bank fees.
- v. ITA reserves the right to withdraw credit for any reason whatsoever without notice and to require payment of the total amount due and owing to it by the Buyer on demand.

2. Retention of Title

- i. As long as the Buyer owes ITA any part of the price of goods supplied at any time, ITA shall retain the legal and equitable title in all goods supplied and not yet used or re-sold. Until payment in full has been made, the Buyer shall hold the goods in a fiduciary capacity for ITA separate from any other assets and shall keep such goods stored separately in such a way that the goods remain identifiable whilst the goods remain in the Buyer’s possession. When such goods are used, even with the loss of identity, legal title to the resultant product shall vest in ITA. Proceeds of sale of unused goods or a resultant product shall be received by the Buyer as agent of ITA, such proceeds to be kept in a separate account or to be accounted for to ITA on demand. ITA has and the Buyer hereby agrees to ITA having:
 - a) the right of re-entry by it’s employees, servants or agents, to enter without notice upon the Buyers premises or any premises in occupation by the Buyer or any other place where ITA products may be and inspect and remove the property of ITA;
 - b) and the power to re-possess when payment is overdue.
- ii. The Buyer shall be responsible for ITA costs and expenses in so doing. Where ITA exercise the aforesaid powers, such entry shall not give rise to any action of trespass or similar action of the part of the Buyer against ITA and it’s employees, servants or agents.
- iii. The Buyer may sell the goods in the ordinary course of business on the following basis:-
 - a) The Buyer may sell as our agent and bailee. The proceeds of sale are to be held by the Buyer on trust and shall be kept separately so that they are clearly identifiable as ITA’s;
 - b) If the Buyer has not received the proceeds of sale, the Buyer will immediately upon request, assign to ITA all your rights arising out of the sale.

3. Freight & Pricing

- i. ITA require a minimum order total of \$200 nett of discounts, otherwise a surcharge fee of \$7.50 ex GST plus freight will be applied.
- ii. All orders over the Minimum \$200 nett of discounts will be charged a small service fee.
Metro orders = \$2.85 ex GST,
Outer Metro = \$5.00 ex GST,
SA Zone 1-4 = \$7.85 ex GST;
All country and interstate orders will be charged freight. (Due to our volume this will be much cheaper than prices available to any one store)
- iii. GST and other government charges will be charged on all invoices in accordance with the relevant legislation at the time of supply.
- iv. The prices charged for all goods will be the published wholesale price as at the date of despatch.

- v. ITA reserves its rights to charge the delivery fee at any time and in its sole discretion, which new delivery fee shall be notified to the Buyer from time to time.

4. Delivery, Risk & Property

- i. Unless otherwise agreed in writing, the goods shall be delivered to Buyer ex-store the warehouse or works of ITA. ITA shall not be liable for any damages caused to the goods whilst they are in transit.
- ii. Where ITA agrees to deliver the goods to the premises of the Buyer and where ITA contracts with a carrier to do so, delivery of the goods to the carrier in all circumstances constitutes delivery to the Buyer.
- iii. Delivery of goods to Buyer or the carrier at the point of delivery shall constitute delivery to Buyer and upon delivery to the Buyer all risk associated with the goods shall pass to Buyer.

5. Product Presentation Management & Shelf Life Rotation

- i. It is the Buyers responsibility to ensure that ITA goods are displayed and the display is maintained so as to present ITA products in accordance with ITA policies and promotional marketing philosophy from time to time.
- ii. The Buyer shall ensure rotation of the goods so as to minimise loss through expiry of the “use-by” date. It is not our policy to accept the return of out of date stock.

6. PPSA

- i. The Buyer agrees that the retention of title provided by clause 2 amounts to a Security Interest under the *Personal Property Securities Act (Cth) 2009* (“PPSA”) and that in accordance with Part 3.4 of the PPSA the Security Interest continues in any products or mass which the goods subsequently become processed or co-mingled with. Further, the Buyer agrees that the Security Interest is a Purchase Money Security Interest as defined in section 14 of the PPSA.
- ii. If Chapter 4 of the PPSA would otherwise apply to the enforcement of a Security Interest arising out of this agreement, the parties agree that:
 - a. to the full extent allowed by section 115(1) of the PPSA, the following provisions of the PPSA will not apply to then enforcement of that Security Interest:
 - i. section 95 (notice of removal of accession), to the extent that it requires ITA to give a notice to the Buyer;
 - iii. section 96 (when a person with an interest in the whole may retain an accession);
 - iv. subsection 121(4) (enforcement of liquid assets – notice to grantor);
 - v. section 125 (obligation to dispose of or retain collateral);
 - vi. section 130 (notice of disposal), to the extent that it requires ITA to give a notice to the Buyer;
 - vii. subsection 132(3)(d) (contents of statement of account after disposal);
 - viii. subsection 132(4) (statement of account if no disposal);
 - ix. section 142 (redemption of collateral); and
 - x. section 143 (reinstatement of security agreement); and
 - b. to the full extent allowed by section 115(7) of the PPSA, the following provisions of the PPSA will not apply to the enforcement of that Security Interest:
 - i. section 127 (seizure by higher priority parties – notice);
 - ii. sections 129(2) and (3) (disposal by purchase);
 - iii. section 132 (secured party to give statement of account);
 - iv. section 134(2) (proposal of secured party to retain collateral);
 - v. section 135 (notice of retention of collateral);
 - vi. sections 136(3), (4) and (5) (retaining collateral free of interest); and
 - vii. section 137 (persons entitled to notice may object to proposal).
- iii. The Buyer consents to ITA effecting a registration on the PPSR (in any manner the Company considers appropriate) in relation to any Security Interest arising under or in connection with or contemplated by this agreement and the Buyer agrees to provide all assistance reasonably required to facilitate this including reimbursing ITA for any fees and charges incurred by ITA in effecting a registration.
- iv. The Buyer waives the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
- v. Notices or documents required or permitted to be given to ITA for the purposes of the PPSA must be given in accordance with the PPSA.



- vi. If the Buyer makes a payment to ITA at any time whether in connection with this agreement or otherwise ITA may, at its absolute discretion, apply that amount as it sees fit. Without limiting the foregoing, ITA may, at its absolute discretion, apply that payment to:
 - a. first, satisfy obligations that are not secured;
 - b. second, satisfy obligations that are secured, but not by a PMSI;
 - c. third, satisfy obligations that are secured by a PMSI for those obligations and using proceeds from the sale of the collateral subject to that PMSI; and fourth, satisfy obligations that are secured by a PMSI using funds or proceeds from any source.

7. Credit Returns

Please see Return of Goods Policy attached.

Terms & Conditions are subject to change without notice



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Return of Goods Policy

1. Upon Delivery, the Buyer shall inspect the goods and telephone Ian Trevorrow Agencies Pty Ltd office on (08) 8363 9923 within **seven (7) days** of any defective or wrongful delivery. **Failure to give such notice shall constitute an irrevocable acceptance of goods by the Buyer.**
2. **No such claims will be recognised unless the relevant invoice number accompanies the goods.**
3. Prior to stock being placed on the shelf the Buyer must ensure all stock is accounted for as **once stock is placed on shelf, the order is deemed to be correct and ITA will not recognise any queries.**
4. Where the buyer has received an incorrect stock line, the Buyer will be charged for that stock until it is returned to Ian Trevorrow Agencies.
5. **Customer Complaints/Allergic Reactions** – Store must call ITA for return approval number and attach consumers name, address, phone number and a copy of the receipt so that the manufacturer can follow up with the consumer if needed. This is not a request, it is a condition from the manufacturers. If an approval number has not been given, neither will a credit.
6. The Buyer shall ensure the rotation of stock, so as to minimise loss through the expiry of “use-by” dates. **Under no circumstances will Ian Trevorrow Agencies credit out of date stock.**
7. Essential oils will not be credited if the boxes are damaged by price stickers. Due to TGA laws no new boxes can be issued.
8. Goods returned for credit will only be accepted if they are in a saleable condition. Shop soiled items will be returned to the store.
9. **Special Order Items must be paid for before we place the order with the manufacturer and are unable to be returned** ie Stock that is not a normal stock line carried at Ian Trevorrow Agencies and has been ordered in especially from the manufacturer for the retailer. **This is not negotiable.**
10. Goods returned for credit will **NOT** be accepted:-
 - a. With price tags or markings on them.
 - b. If they are short dated or out of date – 14 months minimum required (only with approval from T.M.).
 - c. If they are damaged and/or unsaleable or shop soiled.
 - d. If they are not accompanied by appropriate paperwork. ie An invoice number on which they were charged (the only exception will be a customer complaint), a reason for their return and a credit approval number from ITA must be attached.
 - e. Stock damaged in transit being returned to ITA due to inadequate packaging.
11. Any other credit enquiries must be directed to your Territory Manager listed below:

Adam Trevorrow	0419 919 773
Trish Tyson	0439 810 069
Melissa Hodge	0407 052 403
Michelle Williams	0439 449 926



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Return Guidelines

All returns must be accompanied by the appropriate paperwork and follow manufacturer's guidelines. All credit requests must have the following:

1. **APPROVAL NUMBER** – Credits will NOT be processed without this number.
2. **DATE OF REQUEST**
3. **NAME OF STORE**
4. **INVOICE # GOODS WERE SENT ON**
5. **QUANTITY OF ITEMS**
6. **STOCK CODE** – Please give stock code that
7. **STOCK DESCRIPTION**
8. **REASON FOR CREDIT** – This must be a valid reason – refer ROGP and Return Guidelines.
9. Please ensure any leaking or faulty items are separated from any other credits being returned even if they are from the same store as they can damage the other items.
10. For Natio damaged, faulty or customer complaints returns, car stock may be given by Territory Managers instead of credit.

For stock that is incorrectly supplied or damaged in transit (As per ITA Terms & Conditions, country stores choose their preferred carrier and upon delivery to chosen carrier the risk of loss or damage shall pass to the buyer)

1. Call ITA on (08) 8363 9923 with details of return request.
2. Gain approval number from ITA staff member.
3. Return via method given by ITA staff member
4. All returns must have the appropriate invoice number **and credit approval number** or stock returned will not be credited.

Customer Complaints / Allergic Reactions / Faulty

1. As per A

Any other stock issues

1. Must be taken up with your Territory Manager

Adam Trevorrow 0419 919 773
Trish Tyson 0439 810 069
Melissa Hodge 0407 052 403
Michelle Williams 0439 449 926

For stores who do not have an assigned Territory Manager, please call the ITA office.



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Privacy Statement

We understand the importance of protecting your privacy and we are committed to comply with the Privacy Act 1988 and the Privacy Amendment (Private Sector) Act 2001 and the National Privacy Principles.

How and why we collect your personal information

We collect personal information from you when you apply for an account and when you use our products and services. We collect it so we can:

1. Give information to which you are entitled as a customer and
2. To supply to you and administer the products and services you require.

We also collect it so that we can give you marketing information, with your consent.

If your personal information is not provided

If you do not provide us with all the information we request we may be unable to accept your application for an account or to supply to you the product or service that you require.

Marketing Information

We may, with your consent, use your personal information to give you information that may be of interest to you about other products and services that are available from us, from our related entities and from other businesses with which we or our related entities have relationships. Your consent will be implied unless you notify us that you do not consent to your information being used for this purpose.

You can elect to alter your consent at any time without cost.

When we may give your personal information to other organizations

Sometimes we may need to give some personal information about you to other organizations who provide services that assist us in supplying to you or in administering the products and services you require or assist us in giving you the information that you are entitled as a customer. Examples of such organizations are our related entities, suppliers of products to ITA, printing, freight or cartage and/or partners. These organizations may only use the information to the extent necessary to provide the services we require.

Sometimes we may be required to give some personal information about you to other organizations to comply with our legal obligations. Examples of such organizations are some government bodies, our auditors, accountants and legal advisors.

Under no circumstances will information be sold to external agencies for marketing purposes.

Your access and rights and how to contact us

The Privacy Act gives you rights to access the personal information we hold about you and you can ask us to correct the information if it is inaccurate. More information is set out in our Privacy Policy which is available upon request.