

- 1. Definitions**
  - 1.1 "Bookmaker" shall mean G Sampieri, M & P Sampieri Family Trust T/A G & M Sampieri Bookmakers and its successors and assigns.
  - 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
  - 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
  - 1.4 "Services" shall mean all services supplied by the Bookmaker to the Client and includes any advice or recommendations.
  - 1.5 "Price" shall mean the cost of the Services as agreed between the Bookmaker and the Client subject to clause 4 of this contract.
- 2. Acceptance**
  - 2.1 Any instructions received by the Bookmaker from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Bookmaker shall constitute acceptance of the terms and conditions contained herein.
  - 2.2 Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Price.
  - 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Bookmaker.
  - 2.4 None of the Bookmaker's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Bookmaker in writing nor is the Bookmaker bound by any such unauthorised statements.
  - 2.5 The Client undertakes to give the Bookmaker not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).
- 3. Services**
  - 3.1 The Services as described on the invoices, statements or tickets as provided by the Bookmaker to the Client.
- 4. Price And Payment**
  - 4.1 The Price shall be as indicated on invoices, statement or tickets provided by the Bookmaker to the Client in respect of Services supplied.
  - 4.2 Time for payment for the Services shall be of the essence and will be stated on the invoice, statement or tickets. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
  - 4.3 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Client and the Bookmaker.
  - 4.4 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Bookmaker.
- 5. Delivery Of Services**
  - 5.1 The failure of the Bookmaker to deliver shall not entitle either party to treat this contract as repudiated.
  - 5.2 The Bookmaker shall not be liable for any loss or damage whatsoever due to failure by the Bookmaker to deliver the Services (or any of them) promptly or at all.
- 6. Cancellation**
  - 6.1 The Bookmaker may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. The Bookmaker shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 7. Client's Disclaimer**
  - 7.1 The Client 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 him by any servant or agent of the Bookmaker and the Client acknowledges that he buys the Services relying solely upon his own skill and judgement.
- 8. Default & Consequences Of Default**
  - 8.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
  - 8.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Bookmaker from and against all the Bookmaker's costs and disbursements including on a solicitor and own client basis and in addition all of the Bookmaker's nominees costs of collection.
  - 8.3 Without prejudice to any other remedies the Bookmaker may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Bookmaker may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Bookmaker will not be liable to the Client for any loss or damage the Client suffers because the Bookmaker exercised its rights under this clause.
  - 8.4 If any account remains unpaid at the end of the second month after supply of the Services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
  - 8.5 In the event that:
    - (a) any money payable to the Bookmaker becomes overdue, or in the Bookmaker's opinion the Client will be unable to meet its payments as they fall due; or
    - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
    - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client;
 then without prejudice to the Bookmaker's other remedies at law
    - (i) the Bookmaker shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
    - (ii) all amounts owing to the Bookmaker shall, whether or not due for payment, immediately become payable.
- 9. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**
  - 9.1 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 10. Privacy Act 1988**
  - 10.1 The Client and/or the Guarantor/s agree for the Bookmaker to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Bookmaker.
  - 10.2 The Client and/or the Guarantor/s agree that the Bookmaker may exchange information about Client and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
    - (a) To assess an application by Client;
    - (b) To notify other credit providers of a default by the Client;
    - (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
    - (d) To assess the credit worthiness of Client and/or Guarantor/s.
  - 10.3 The Client consents to the Bookmaker being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
  - 10.4 The Client agrees that Personal Data provided may be used and retained by the Bookmaker for the following purposes and for other purposes as shall be agreed between the Client and Bookmaker or required by law from time to time:
    - (a) provision of Services;
    - (b) marketing of Services by the Bookmaker, its agents or distributors in relation to the Services;
    - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services;
    - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
    - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
  - 10.5 The Bookmaker may give, information about the Client to a credit reporting agency for the following purposes:
    - (a) to obtain a consumer credit report about the Client; and or
    - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 11. Security And Charge**
  - 11.1 Notwithstanding anything to the contrary contained herein or any other rights which the Bookmaker may have howsoever:
    - (a) Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client 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 Bookmaker or the Bookmaker's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Bookmaker (or the Bookmaker'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.
    - (b) Should the Bookmaker elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Bookmaker from and against all the Bookmaker's costs and disbursements including legal costs on a solicitor and own client basis.
    - (c) To give effect to the provisions of clause [11.1 (a) and (b)] inclusive hereof the Client and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Bookmaker or the Bookmaker's nominee as the Client's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Bookmaker and/or the Bookmaker's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Client and/or the Guarantor in any land, realty or asset in favour of the Bookmaker and in the Client's and/or Guarantor's name as may be necessary to secure the said Client's and/or Guarantor's obligations and indebtedness to the Bookmaker and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Bookmaker's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
- 12. General**
  - 12.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
  - 12.2 All Services supplied by the Bookmaker are subject to the laws of Victoria and the Bookmaker takes no responsibility for changes in the law, which affect the Services supplied.
  - 12.3 The Bookmaker shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Bookmaker of these terms and conditions.
  - 12.4 In the event of any breach of this contract by the Bookmaker the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Bookmaker exceed the Price of the Services.
  - 12.5 The Client shall not set off against the Price amounts due from the Bookmaker.
  - 12.6 The Bookmaker may license or sub-contract all or any part of its rights and obligations without the Client's consent.
  - 12.7 The Bookmaker reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Bookmaker notifies the Client of such change.
  - 12.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.