



Standard Form of Agreement (Payment & Credit Terms)

This Standard Form of Agreement is available at www.visits.com.au/documents/Documents_and_forms/VISITsfoacreditterms.pdf
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Purpose

This Standard Form of Agreement [SFOA] sets out the terms and conditions relating to payment for products and services provided by VISITS and credit accounts that VISITS may provide to the Customer. This agreement also has the effect of creating a PMSI under the Personal Property Securities Act 2009 (Cth) ("PPSA").

Definitions

In this SFOA, the terms 'we', 'our', 'us' and 'VISITS' refer to VISITS Pty Ltd, ABN 15089406477. The terms 'you', 'your', 'client', 'customer', and 'applicant' refer to the Company or entity to which the products, services or credit account is provided and/or the entity named on the Credit Application.

Credit Account

At our absolute discretion, the Applicant will be issued a credit facility with **credit terms** and a **credit limit** which applies to all service, hardware and software purchases. The credit terms and limit will be advised to you in writing.

Credit Terms

The **credit terms** represent the number of days following the issue of an invoice that the invoices must be paid. Unless otherwise specified in the Schedules, the default credit terms are fourteen (14) days from date of invoice.

Credit Limit

The **credit limit** represents the maximum credit available to the Applicant. When the customer's credit account balance reaches this credit limit, the provision of further products or services may be temporarily halted. To continue with the provision of products and services, the customer will need to make a payment to reduce the credit account balance below the credit limit. Such payments will be required even when outstanding invoices are still within their credit terms.

Calculation of Credit Account Balance

The balance of the customer's credit account is equal to the sum of all issued invoices plus the sum of all orders placed for hardware and software.

Credit Application & Assessment

VISITS may in assessing your application for credit or if the application is accepted and subsequently any payment becomes overdue, obtain personal information and seek from a credit reporting agency or other credit provider information about your credit arrangement and you understand that this information may include your credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.

You must inform VISITS in writing within seven (7) days of any material change of your business or corporate structure.

VISITS reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time.

If you wish to apply to increase your credit limit or credit terms, you may be requested to provide further supporting documentation.

Security in the form of a Director's guarantee may be required to secure a credit account. In the absence of a Director's guarantee, the signatory for a proprietary Company Applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the Applicant.

Goods Provided to You

You do not own any of our Products in your possession until all invoices owed by you to VISITS are fully paid. You agree that we have a security interest in the product and further agree that we are entitled to register a security interest over the product, and you agree to do all things necessary and execute all documents reasonably required by us to register the security interest.

Until you have given us full payment, you promise to store and deal with our Products in a way that it is clearly identifiable as ours. You grant us an irrevocable licence to enter your premises on any business day to inspect our Products in your possession and your books and records regarding our Products. If you wish, you may promote and on-sell our Products in the ordinary course of business even if ownership of our Products has not passed to you. You will hold the proceeds of sale in trust and not by way of security, for and as agent for us in a separate account, you will pay the proceeds to us as soon as you receive them and we have the right to trace and claim such proceeds. You have no right to bind us to any liability to any third party by contract or otherwise.

Purchase Money Security Interest

You agree that these terms and conditions create a PMSI in the product (and its proceeds) supplied presently and in the future by us to you.

You agree to do all things necessary and execute all documents reasonably required by us to register the PMSI granted by you under these terms and conditions and to ensure that we acquire a perfected security interest in the product under the PPSA.

The PMSI does not lose its priority as a result of the renewal, refinance, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations.

Until ownership of the Product passes to you, you waive your right under the following provisions of the PPSA, to the extent that is permitted by law:

- receive a notification of intention of removal of an accession (section 95);
- receive a notification that we have determined to enforce its security interest in accordance with land law (section 118);
- receive a notification of enforcement action against liquid assets;
- receive a notice of disposal of the product (section 130);
- receive a statement of account following disposal of the product (section 132(2));
- to receive a statement of account if no disposal of the product, six monthly (section 152(4));
- to receive notice of any proposal by us to retain the product (section 135(2));
- to object to any proposal by us to either retain and dispose of the product (section 137(3));
- to redeem the product (section 142);
- to reinstate the security agreement (section 143); and
- to receive a notice of any verification statement (sections 157(1) and 157(3));

To the extent permitted by the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in our discretion and which would otherwise confer rights on you.

You further agree that where we have rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.

Your right to possession of goods still owned by us under these terms and conditions shall cease if:

- (a) You being an individual, commit an act of bankruptcy, or
- (b) You being a Company, circumstances arise where a Receiver, Manager, Administrator or Controller becomes entitled to take possession of any of your assets, any proceedings are instituted for your winding up, or you enter into a Deed of Company Arrangement, or
- (c) You cease or threaten to cease conducting business in the normal manner or apply for deregistration or receive a deregistration notice, or
- (d) Any cheque or direct debit you provide us is dishonoured for payment, or
- (e) You fail to comply with any demand for payment issued by us, or
- (f) You breach any of the terms and conditions contained herein and/or are in default of any other agreement between us and you.

You agree that we are entitled to enter any premises where the product supplied by us and still unpaid for is located, repossess and sell such product. You agree to indemnify and keep us indemnified in respect of any claims, actions and costs that may arise against us in relation to the removal, repossession and sale of the product pursuant to these terms and conditions including any claims brought by third parties.

You agree that repossession and retention of the product pursuant to these terms and conditions and/or the PPSA will only satisfy so much of the monies which may become payable to us by you, as is equivalent to our estimation of the market value of the product as it is at the date of repossession and the repossession and retention will immediately extinguish any rights for interest you have on the product.

Until ownership of the product passes, you must not give us a written demand or allow any other person to give us a written demand requiring us to register a financing charge statement under the PPSA or enter into or allow any other person to enter into the personal property securities register a financing charge statement under the PPSA.

You agree not to change your name or undertake any changes to any documents that we have registered, require to be registered or are capable of being registered without our prior written consent.

Claims

When we deliver our goods to you, you must inspect it immediately. You must report any damage or incorrect supply within 2 business days of delivery, otherwise we may refuse any claim you make.

All shipments shall be deemed to have been delivered without shortage in quantity unless you give written notice of such shortage to us within 2 business days after delivery to you provided, however, that a receipt signed by you and given to the carrier acknowledging delivery of a quantity of products shall be prima facie evidence of the quantity delivered to you by us.

All claims for damage and/or defect in products shall be subject to the manufacturers warranty conditions and any warranty terms that we may have agreed to with you. If our product is damaged or "dead on arrival" when we deliver it to you, we may at our discretion (a) arrange a warranty repair, or (b) accept its return and replace it with an equivalent product, or (c) accept its return and credit you with the price paid. All returned products must be returned with original packaging.

You agree that you shall make no claim against us for any delay in delivery or delay caused by any product delivered to you "dead on arrival".

Return of Goods Not Required

You agree that you must satisfy yourself that products purchased by you are fit for their intended purpose. We make no warranty that any products supplied by us shall be fit for any particular purpose and shall have no liability in this regard.

If you wish to return a product for any reason other than damage or defect on delivery, VISITS will use reasonable efforts to facilitate the return but cannot guarantee that a return will be accepted. Where VISITS agrees to accept a return, the customer is liable for payment of the following fees:

- All delivery fees to and/or from the customer to VISITS and our suppliers.
- Any restocking fees incurred by VISITS in returning the product to our suppliers.
- If VISITS elects to resell the product, the difference between the original purchase price and the resale price. Where VISITS is unable to immediately resell the item, at our discretion, we may either estimate a resale price and refund the client accordingly, or hold the items on consignment and refund the money once the item has been sold.
- An administrative fee of 10% of the purchase price.

Payment Options

Payments by Direct Debit

Where a quotation or schedule stipulates payment by Direct Debit, payment must be made by this form unless otherwise agreed in writing. The Direct Debit Agreement is included at the end of this SFOA. Where an agreement is made in writing to permit an alternative form of payment, it is subject to the following unless otherwise agreed in writing:

- Payment in the alternative form must be made to VISITS no later than the business day that the Direct Debit was due.
- A 4% premium is payable on the quoted price.

In general, VISITS will maintain a single Direct Debit arrangement with your business, which covers all products and services.

Payments by other Means

VISITS accepts payment through EFT (Account details are listed on each invoice), Credit Card (Mastercard and Visa only) or Cheque. When paying by credit card:

- No surcharge applies for service invoices when paid prior to their due date.
- A 2% surcharge applies to all hardware/software invoices, and any overdue service invoice.

Account Errors or Concerns

We endeavour to ensure all accounts are issued correctly, but we encourage you to review accounts and contact us if any errors are found.

If you have any concern in relation to the correctness of an invoice, you must:

- Raise your concern in writing (to office@visits.com.au) by the due date on the invoice.
- Pay the undisputed balance of the invoice by the due date.

Invoices are deemed to be accurate and once they past their due date.

Recovery

Overdue Accounts

You acknowledge that if an account is overdue, VISITS at its discretion, reserves the right to (i) suspend the supply of goods and services without prior notice, (ii) repossess supplied goods in accordance with this SFOA and (iii) refer the account to a Debt Collection Agency for collection and you agree to be responsible to meet all reasonable costs and commissions incurred in employing the agent to collect the overdue account.

You agree that any discounts, rebates or other concessions are lost if payment is not made in time.

Late Fees

In the event that an account becomes overdue, VISITS reserves the right to charge late fees. The fees reflect our costs of providing extended credit including interest and extra administrative costs of collecting the outstanding payment. VISITS may apply late fees to an invoice at any time after the due-date without notice and where applied, late fees will be back-dated to the invoice due-date.

The Late Fees are calculated as follows:

Invoice Value (inc GST)	Late Fees per day overdue (inc GST)
Up to \$1000	\$0.55
Between \$1000 and \$2000	\$1.10
Between \$2000 and \$4000	\$2.20
Between \$4000 and \$10000	\$5.50
Over \$10,000	\$11.00 or 24% interest/annum pro-rata, whichever is greater.

Other Terms and Conditions

Disclaimer of Warranties and Limitations of Liability

Any use by you of goods and services provided by us is at your own risk. The goods and services are provided "as is," and VISITS make no warranties of any kind to the maximum extent permitted by law, with respect to the goods and services, including but not limited to warranties of quality, performance, merchantability, fitness for any particular purpose, conformity to any representation or description, or non-infringement. To the extent not prohibited by applicable law, VISITS' aggregate liability under this agreement, whether for breach or in tort, is limited to; In the case of services, the fees paid by Customer for the two months immediately preceding the event giving rise to such liability or; In the case of goods, the cost of those goods. In no event will VISITS be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of this agreement (including but not limited to any lost profits, lost savings, loss of customers, loss of, or loss of use of, any software, data, web traffic, or emails, business interruption,) however caused and regardless of the legal theory of liability, even if VISITS has been previously advised of the possibility of such damages, and even if any exclusive remedy provided for herein fails of its essential purpose. VISITS does not warrant that the goods and services are error-free or that operation of the services will be uninterrupted.

Waiver

The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

Payment Prioritisation

VISITS reserves the right to apply payments by you to invoices of our choosing. In general, payments will be applied in accordance with the following: Overdue before current invoices; Late fees before the original invoice; Services before Products.

Assignment

You must not assign any rights or benefits under these terms and conditions unless you have obtained our prior written consent. Any assignment by you without our consent shall entitle us to avoid any liability we may have to you under this agreement.

Jurisdiction

All contracts between VISITS and the Customer shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria.

Survival

Rights and obligations which by their nature should survive will survive the termination or expiration of this Agreement.

Notifications

Any written notification provided in relation to the SFOA must be provided to:
Managing Director, VISITS, Level 8, 636 St Kilda Road, Melbourne VIC 3004

DIRECT DEBIT REQUEST – SERVICE AGREEMENT

The following terms relate to the Direct Debit of fees. Please review these terms, and complete the Direct Debit Request form provided to you by VISITS.

Definitions

account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between you and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between us and you (and includes any form PD_C approved for use in the transitional period)

Transitional Period means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding calendar months from that date.

us or we means *VISITS Pty Ltd*, (the Debit User) you have authorised by signing a direct debit request.

you means the customer who signed the direct debit request.

your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

Debiting your Account

- 1.1 By signing a *direct debit request*, you have authorised us to arrange for funds to be debited from *your account*. You should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.
- 1.3 If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If you are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

Changes by us

- 2.1 We may vary any details of this *agreement* or a *direct debit request* at any time by giving you at least fourteen (14) days' written notice.

Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a *direct debit request* by contacting us on 1300 300979.
- 3.2 If you wish to stop or defer a *debit payment* you must notify us in writing at least fourteen (14) days before the next *debit day*. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us thirty (30) days notice in writing before the next *debit day*. This notice should be given to us in the first instance.

Your Obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a *debit payment* to be made in accordance with the *direct debit request*.
- 4.2 If there are insufficient clear funds in your account to meet a *debit payment*:
 - (a) you may be charged a fee and/or interest by your financial institution;
 - (b) you may also incur fees or charges imposed or incurred by us; and
 - (c) you must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the *debit payment*.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If *VISITS Pty Ltd* is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then you agree to pay *VISITS Pty Ltd* on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Dispute

- 5.1 If you believe that there has been an error in debiting *your account*, you should notify *us* directly on 1300 300979 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 5.2 If *we* conclude as a result of our investigations that *your* account has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your* account (including interest and charges) accordingly. *We* will also notify you in writing of the amount by which *your account* has been adjusted.
- 5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding.
- 5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

Confidentiality

- 7.1 *We* will keep any information (including *your account* details) in *your direct debit request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 *We* will only disclose information that *we* have about *you*:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to VISITS Pty Ltd, Level 8, 636 St Kilda Road, Melbourne 3004.
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received on the third *banking* day after posting.