



Quality Suppliers to the Building trade for 25 years

**89 Rufus Street, Epping 3076**

Ph: (03)9401 3414 Fax: (03)9401 5672

[www.valleygarden.com.au](http://www.valleygarden.com.au) [info@valleygarden.com.au](mailto:info@valleygarden.com.au)

ABN: 84 604 052 388

## **TERMS AND CONDITIONS OF TRADING**

### 1. General

These terms and conditions shall apply to the exclusion of all others including any Terms and Conditions of the Customer (whether on the Customer's order form or otherwise). No goods or services will be supplied by Valley Garden Supplies on any terms or conditions other than those set out herein and by taking delivery of the goods the Customer shall be deemed to agree to these Terms and Conditions.

### 2. Payment

The Customer agrees to comply with the trading terms of Valley Garden Supplies and payment for goods to Valley Garden Supplies thirty (30) days after the month in which the goods were purchased.

- (i) Once payment is made a remittance is to be sent to [accounts@valleygarden.com.au](mailto:accounts@valleygarden.com.au)
- (ii) If the Customer does not comply with the agreed terms of payment Valley Garden Supplies shall have the right to impose a late payment fee. For late payment fees and other charges see item 3 in the Terms and Conditions of Trading.

### 3. Fees

It is agreed that if the Customer makes payment by the first day of the month when payment is due no late payment fee will apply. If the customer does not make payment by the 5<sup>th</sup> day of the month when payment is past due then Valley Garden Supplies shall have the right to impose a late payment charge of 0.06% per day to any amount outstanding for more than thirty (30) days from the date of the invoice.

- (i) Valley Garden Supplies reserves the right to on charge any card surcharge fee/s incurred from their bank to their customer. The amount of the fee/s will vary depending of the current fee/s rate applicable. Current fee rate charges can be obtained from the Accounts Department by emailing [accounts@valleygardens.com.au](mailto:accounts@valleygardens.com.au) or calling 9401 3414.
- (ii) Valley Garden Supplies Accounts Department run an electronic mailing system (paperless) for all communication including invoices, statements and monthly newsletters and therefore reserve the right to charge an Administration Fee of \$5.00 per month for all handling costs towards accounts that do not comply with these terms.

### 4. Claims

- (i) The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies Valley Garden Supplies in writing of its claim within 7 days of receipt of the goods.
- (ii) No return of allegedly defective or faulty goods will be accepted by Valley Garden Supplies unless the Company has given prior written authorisation for the return.

### 5. Warranty

All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods supplied by Valley Garden Supplies as to quality, fitness for purpose or any other matter and hereby excluded except in so far as any such warranties are incapable of exclusion at law.

### 6. Freight Costs

Valley Garden Supplies shall not be liable for freight costs on goods returned to it by the Customer.

### 7. Costs

Should payment remain outstanding beyond Valley Garden Supplies payment terms as outlined in Clause 2, the Customer is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agents fees incurred by Valley Garden Supplies in recovering the amount outstanding.

8. Caveat

The seller is entitled to request from the Applicant security to secure any credit facilities provided to the Applicant. The seller, for the purpose of securing any credit facilities provided to the Applicant, needs to take charge over all real and personal property owned by the Applicant for an amount equal to any amount that the Applicant owes the Seller from time to time under the credit facilities or otherwise, and the Applicant will execute any necessary documents for this purpose.

9. Change of Ownership

The customer agrees to notify Valley Garden Supplies in writing of any change of ownership of the customer within 7 days from the date of such a change and indemnifies the Company against any loss or damage incurred by it as a result of the Customer's failure to notify Valley Garden Supplies of any change.

10. Cancellation

In the event that Valley Garden Supplies accepts the cancellation of any order placed with it Valley Garden Supplies shall be entitled to charge a reasonable fee for any work done on behalf of Valley Garden Supplies to the date of cancellation including a fee for the processing and acceptance of the Customer's order, request for cancellation and a return to yard fee.

11. Lien

The Customer hereby acknowledges that Valley Garden Supplies has a lien over all goods in its possession belonging to the customer to secure payment of any or all amounts outstanding from time to time.

12. Title to Goods

- (i) Notwithstanding anything to the contrary express or implied, ownership of the goods shall remain with Valley Garden Supplies and shall not pass to the Customer until Valley Garden Supplies has received payment in full for the goods and the Customer has discharged in full all its accounts with Valley Garden Supplies.
- (ii) If payment is made by the Customer by way of cheque ownership shall not pass to the Customer until the cheque has been honoured.
- (iii) Until the goods are paid for in full the Customer shall hold the goods as a Trustee for the Seller.
- (iv) In the event that the Customer fails to pay Valley Garden Supplies for the goods by the due date required for payment under Valley Garden Supplies terms of trade, the Customer (without prejudice to Valley Garden Supplies rights as an unpaid Creditor or any of its other rights and remedies to retake possession of the Company's goods from the Purchaser) hereby agrees to deliver up the goods to Valley Garden Supplies upon demand by Valley Garden Supplies and consents to Valley Garden Supplies retaking possession of the goods which remain unpaid.
- (v) The parties acknowledge that by supplying or accepting goods on the terms herein specified, it is not intended to create a charge, mortgage or other security interest over any of the goods supplied.

13. Power to Sell Goods

Nothing herein contained shall prevent the Customer from selling the goods to any third party provided that the proceeds of any such sale shall be held in trust by the Customer for Valley Garden Supplies until Valley Garden Supplies has received payment in full for the goods.

14. Certificate

A Certificate signed by an officer of Valley Garden Supplies will be prima facie evidence of the Customer's liability to Valley Garden Supplies at the date of the Certificate.

15. Jurisdiction

The proper law of all contracts arising between Valley Garden Supplies and the Customer is the law of the State of Victoria and the parties agree that all claims and disputes relating to the goods sold shall be determined in the Court of competent jurisdiction nearest Melbourne.



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APPLICATION FOR A 30 DAY TRADING ACCOUNT

Registered Name of Applicant:

Trading Name of Applicant:

ABN /ACN or Business Name Registration Number

Type of Entity

Sole Trader ( )

Partnership ( )

Company ( )

Trust ( )

Business Trading Address:

Phone:

Fax:

Email:

Postal Address:

Phone:

Fax:

Email:

Business Registered Address:

Phone:

Fax:

Email:

Nature of Business:

Date Established:

Credit Limit Required \$:

Order Numbers Required:

YES/NO

Previous Trading Name/s (if applicable):

Directors / Partners / Proprietors

Name:

Address:

Date of Birth:

1:

2:

3:

Accounts Contact:

Phone:

Account Email Address:

Bank Name & Address:

Accountant Name & Address:

**BUSINESS REFERENCES** (no mobile phone numbers accepted)

1. Name: Phone:  
Fax:

Address:

2. Name: Phone:  
Fax:

Address

3. Name: Phone:  
Fax:

Address:

**DECLARATION**

The applicant requests Valley Garden Supplies to open an account on the basis of Valley Garden Supplies standard Terms and Conditions of Trading and agrees to be bound by such Terms and Conditions. The Applicant and the signatory to this Application further acknowledge that the information provided in this Application is true and correct and has been relied upon by the Seller to determine whether to grant the Applicant credit and that the signatory has full authority to complete this Application Form on behalf of the Applicant.

Signature of person signing on behalf of Applicant      Print Name      Position of Signatory      Date

**PAYMENT TERMS:** Payments must be made within 30 days end of month. A default charge of 0.06% per day may be applied for late payment

**DECLARATION**

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Signature of person signing on behalf of Applicant      Print Name      Position of Signatory      Date

**PAYMENT TERMS:** Payments must be made within 30 days end of month. A default charge of 0.06% per day may be applied for late payment

**DECLARATION**

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Signature of person signing on behalf of Applicant      Print Name      Position of Signatory      Date

**PAYMENT TERMS:** Payments must be made within 30 days end of month. A default charge of 0.06% per day may be applied for late payment.



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**AUTHORISATION OF PERSONNEL TO BOOK UP ON ACCOUNT**

ACCOUNT NAME: \_\_\_\_\_

I \_\_\_\_\_ (Account Owner/Director/Manager) authorise the following people to book up to the account.

AUTHORISED PERSONNEL NAMES	
Name	Contact # Email:
Name	Contact # Email:
Name	Contact # Email:
Name	Contact # Email:
Name	Contact # Email:
Name	Contact # Email:
Name:	Contact # Email:
Name	Contact # Email:
Name	Contact # Email:



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PRIVACY ACT CONSENTS

The Applicant named below hereby gives it / his / her consent to Valley Garden Supplies to the following matters required under the Privacy Act.

- (a) Valley Garden Supplies may disclose certain credit information to a Credit Reporting Agency
(b) Valley Garden Supplies may obtain certain credit information
(c) Valley Garden Supplies may exchange certain information with other credit providers that Valley Garden Supplies may give and obtain from:
(i) any credit providers named in the Application;
(ii) any authorised agent deemed to be a credit provider under the Privacy Act; and
(iii) any credit provider named in commercial credit report issued by a credit or commercial reporting agency about the Applicant's personal or commercial credit arrangements, credit worthiness and credit history for the purposes permitted under the Privacy Act.

The Applicant acknowledges that each of the above authorities and consents remain in force until any account facility granted by Valley Garden Supplies is at an end and all sums owing in relation thereto have been paid in full.

Signature of person Signing on behalf of Applicant | Print Name | Position of Statutory | Date

Signature of person Signing on behalf of Applicant | Print Name | Position of Statutory | Date

Signature of person Signing on behalf of Applicant | Print Name | Position of Statutory | Date



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**GUARANTEE**

IN CONSIDERATION

Of

Valley Garden Supplies

Agreeing to supply the following Company / Firm  
("the Customer") **FILL IN CUSTOMER NAME PRIOR TO SENDING APPLICATION**  
With goods on credit

I/WE  
("the Guarantor")

of

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to Valley Garden Supplies by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by Valley Garden Supplies of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by Valley Garden Supplies of any breach by the customer of its obligations to Valley Garden Supplies or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to Valley Garden Supplies upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by Valley Garden Supplies of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies Valley Garden Supplies in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of the Company as security for he/she/their obligations to Valley Garden Supplies all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to Valley Garden Supplies the Guarantors specifically authorise Valley Garden Supplies to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings to be taken by Valley Garden Supplies may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATED the..... day of..... Year.....

SIGNED by the Guarantor..... Guarantor Name.....

in the presence of:.....

Witness' full name and address.....

DATED the..... day of..... Year.....

Signed by the Guarantor..... Guarantor Name.....

in the presence of:.....

Witness' full name and address.....