

Change of Ownership <input type="checkbox"/>	New Account <input type="checkbox"/>	Account #
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APPLICANT DETAILS

Retail Outlet Name:	ABN:		
Company/ Business Name:	Years Trading:		
Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Business Type:
Street Address:	Suburb:		
State:	Postcode:	Email:	
Tel:	Fax:	Mobile:	
Ship To Address: (If different from above)	State:	Postcode:	
Outlet Contact:	Position:		

OPERATORS DETAILS

Director/Proprietors Name:
Drivers Licence #: _____ State Issued: _____ Exp: _____ DOB: _____
Home Address: _____ State: _____ Postcode: _____

TRADING REFERENCES

1. Company:	Contact:	Tel:
		Fax:
2. Company:	Contact:	Tel:
		Fax:

CHANGE OF OWNERSHIP DETAILS

Previous Account Name:	Contact:	Account No.:
Forwarding Address:	State:	Postcode:
Tel:	Fax:	Mobile:

PERSONAL GUARANTEE BY DIRECTORS OF PROPRIETARY OR LIMITED COMPANY / ACCEPTANCE OF AGREEMENT

I hereby acknowledge and accept the conditions of this agreement as stated on the reverse of this form. The Director by signing this credit application/agreement is executing this Application on behalf of the company and personally guarantees and agrees to be personally liable for failure of performance of the companies obligations under this Application with the distributor, including timely payment of any and all sums due to the distributor. The personal guarantee also applies in the event that the company ceases trading or enters into administration or liquidation.

Name:	Signature:	Director / Proprietor: (Circle)	Date:
Name:	Signature:	Director / Proprietor: (Circle)	Date:
Guarantor's Name:	Title:		
Guarantor Address:		D.O.B:	

Representative: _____	Phone: _____	Date: _____
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**1. DEFINITIONS**

- 1.1 "Distributor" means cardcall Pty Limited (ABN 59 074 079 897), 2. Distributor means CardCall Pty Ltd ABN 59 074 079 897 or Green Communications ABN 56 100 912 150, Global Card Services Pty Ltd ABN 23 082 645 805.  
 1.2 "Service Provider" means gotalk Limited (ABN 84 091 707 970) and certain gotalk group of companies or Telstra Corporation Ltd (ABN 33 051 775 556).  
 1.3 "Products" means a) Telstra Corporation Limited ABN 33 050 775 556 or b) gotalk Limited ABN 84 091 707 970 and certain gotalk group of companies, has appointed the Distributor as the Service Provider's agent for the purposes of selling and promoting certain pre-paid telecommunications products and services. 1.4 "Applicant" means persons or body corporates as described in the Credit Application Form completed by the Applicant in respect of the Products.  
 1.5 "Terms and conditions" means the terms and conditions set out herein.

**2. INTERPRETATION**

- 2.1 Any reference in this Agreement to the Distributor shall be deemed to include reference to both the Distributor and the Service Provider.  
 2.2 Any reference to dollars in this Agreement shall mean Australian dollars.

**3. APPOINTMENT**

- 3.1 The Service Provider has appointed the Distributor as the Service Provider's agent for the purposes of selling and promoting the Products.  
 3.2 The Service Provider has agreed that the Distributor may appoint the Applicant (as the Service Provider's agent) to carry out the promotion and sales of the Products.

**4. ACCEPTANCE**

- 4.1 The terms herein and any further terms set out by the Distributor shall be included as terms in any contract resulting between the parties and in the case of any conflict or inconsistency between these terms and conditions and other terms, the terms and conditions herein shall prevail. These terms and conditions (together with any other stipulated by the Distributor on its acceptance or the Applicant's order to supply goods) shall constitute the entire Agreement between the Distributor and the Applicant, except to the extent that such terms and conditions are modified in writing and signed by both parties, and it is expressly agreed that there are no other understandings, representations, statements or warranties of any kind (express or implied) forming part of this contract.  
 4.2 The Distributor reserves the right to accept in whole or in part, or reject any order submitted by the Applicant.

**5. PAYMENT**

- 5.1 The Applicant accepts the commission structure as advised by the Distributor from time to time and agrees to accept this commission in the form of a discount on the invoice as supplied by the Distributor.  
 5.2 The Applicant shall pay the Distributor in accordance with the invoice as issued by the Distributor.  
 5.3 Where the Applicant is to open a credit account with the Distributor, the Distributor in its sole discretion will assess the Applicant's credit worthiness and apply a credit limit to the Applicant as it sees fit.  
 5.4 Interest may be charged on any amount owing after the due date at the rate of 2% above the annual Reference Rate of the Australian and New Zealand Bank Group Limited as published from time to time.  
 5.5 Any expenses, disbursements and legal costs (on a solicitor/client basis) incurred by the Distributor in the enforcement or attempted enforcement of any of its rights contained in these terms and conditions shall be immediately payable by the Applicant, including any solicitor/client fees or debt collection agency fees.  
 5.6 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until received in clear funds.  
 5.7 The Distributor reserves the right in its sole discretion to immediately and without notice suspend the Applicant's account where the unpaid amount has exceeded its credit limit or is 14 days in arrears. Suspended accounts will be subject to review by the Distributor after all outstanding moneys have been paid in full.  
 5.8 The Distributor shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed by it to the Applicant or any of its affiliates pursuant to any other agreement or arrangement. In addition, the Distributor may use or set off any payment received from the Applicant to reduce any outstanding amounts owing by the Applicant to the Distributor and the Applicant waives any right of appropriation it may otherwise have.

**6. WARRANTIES BY APPLICANT**

- 6.1 The Applicant warrants that it will:  
 (a) Use its best endeavors to promote the Products.  
 (b) Sell the Products as the Distributor's agent for the sale price specified and varied by the Distributor from time to time.  
 (c) Comply with all applicable legislation, regulations, and codes of conduct including but not limited to the Trade Practices Act 1974(Cth), State and Territory Fair Trading Acts, the Privacy Act 1988 (Cth).  
 (d) Comply with all the operating procedures and standards prescribed from time to time by the Distributor.  
 (e) Implement reasonable security procedures to ensure that all Products provided to the Applicants are kept in a secure place.  
 (f) Supply the Products to customers in the same condition as they are delivered by the Distributor.  
 (g) Not make any representations, statements or warranties in relation to the Products other than those expressly authorised and prescribed from time to time by the Distributor.  
 (h) Not separate components of the Products for sale, or attempt to sell or sell separate components of the Products or to deal with the Products in any way not expressly authorised by the Distributor.  
 (i) Immediately report to the Distributor any fraudulent use, either actual or potential, of the Products.  
 (j) Not swap or transfer Products with, to or from another retailer or distributor; and  
 (k) Issue a valid tax invoice to each customer on request.

**7. RISK AND DELIVERY**

- 7.1 Upon delivery of the Products to the Applicant, the Products shall be at the sole risk of the Applicant.  
 7.2 The Applicant will not attempt to lodge any claims against the Distributor for any lost or stolen stock after delivery has been accepted. Any disputes with stock deliveries must be reported immediately to the Distributor.  
 7.3 Delivery of the Products shall be deemed complete when the Distributor gives possession of the Products for delivery to the Applicant, or where relevant possession of the Products are given to a common carrier or other baillif for the purposes of transmitting to the Applicant.  
 7.4 Upon receipt of delivery of the Products by the Applicant the Applicant will insure the Products for full replacement value. If the Products are damaged or destroyed before title has passed to the Applicant, the Applicant will hold the proceeds of such insurance in a separate fund and on trust for the Distributor.  
 7.5 Free delivery into store for orders that are: \$200 or more of cardcall products or \$400 or more of Telstra products (handsets, Telstra starter kits, recharge, Phoneaway, Phonebox cards, Telstra internet, prepaid home products) or when 5 Telstra starter kits are purchased. All orders that don't fall into above guidelines incur an \$8.80 delivery fee. Same day dispatch applicable as long as account is within trading terms. 14-day terms apply for all products.

**8. TITLE**

- 8.1 Title in the Products will not pass to the Applicant but will remain with the Distributor until the Distributor receives payment in full (and funds have cleared) for all Products supplied by the Distributor and of all other sums due to the service provider by the Applicant on any account whatsoever.

**9. LIABILITY OF DISTRIBUTOR**

- 9.1 The Applicant warrants that he, she or it has read all of the terms and conditions contained herein and further acknowledges that he, she or it has not been induced to enter into this contract as a result of any representation or statement or warranty (not expressly contained in these terms and conditions) made by the Distributor or any of its agents or employees relating to the Products supplied by the Distributor.  
 9.2 The Distributor and its employees, agents and related bodies corporates will not be liable in any circumstances whatsoever under this Agreement in law or in equity (including, but not limited to, contract or in tort) or on any other basis for:  
 (a) Any loss or damage and in particular (but without limitation) any loss of revenue, business profits, actual or potential business opportunities, contracts or anticipated savings; or  
 (b) Any indirect, special or consequential loss or damage.

**10. ASSIGNMENT**

- 10.1 The Applicant acknowledges that the Distributor has the right to transfer, assign or encumber this Agreement in whole or in part at any time during its term. The Applicant shall execute any assignment Agreement requested by the Distributor or its assignees.  
 10.2 It is expressly stated that the Applicant is not entitled to or will not assign or purport to assign this Agreement without the prior written consent of the Distributor, which may not be unreasonably withheld.  
 10.3 Any assignment of the Agreement granted shall ensure that the terms and conditions contained in this Agreement and on the part of the Applicant to be observed and performed shall continue to be so observed and performed (including by the assignee) and nothing shall derogate from the Applicant's obligations under this Agreement.

**11. TERMINATION**

- 11.1 The Distributor or the Applicant may terminate this Agreement by giving no less than four weeks notice in writing to the other party subject to clause 11.2.  
 11.2 The Distributor in its sole discretion may terminate this Agreement immediately without notice if the Applicant:  
 (a) Breaches any of its obligations under this Agreement and fails to remedy that breach within seven days of being served with written notice to do so; or  
 (b) Becomes insolvent or has a receiver, manager or administrator appointed, or commits any act of bankruptcy; or  
 (c) Fails to pay any money owing to the Distributor after the due date for payment.

**12. INDEMNITY**

- 12.1 The Applicant agrees to indemnify and hold harmless the Distributor against all claims, liabilities and costs of any kind whatsoever, however caused or arising and without limiting the generality of the foregoing of this clause, whether caused or arising as a result of the negligence of the Distributor or otherwise brought by any person in connection with any matter, act, omission or error by the Distributor, its agents or employees in connection with the Products.

**13. PERSONAL GUARANTEE**

- 13.1 If the Applicant is a company or trust the director(s) or trustee(s) signing this Agreement jointly and severally guarantee to the Distributor as principal debtor(s) the payment of the balance of the Applicant's credit facility from time to time and the payment of any and all other moneys now or hereafter owed or owing by the Applicant to the Distributor. Any personal guarantee given by any party shall not exclude the Applicant in any way whatsoever from the liabilities and obligations contained in this Agreement. The guarantors and the Applicants shall be jointly and severally liable under the terms and conditions of this Agreement.

**14. CHARGES, PAYMENTS AND TAX**

- 14.1 The Applicant shall pay all services, fees and other charges under this Agreement when due and payable in full and the Applicant shall be liable for all costs and expenses incurred by the Distributor if payment is dishonored or cancelled.  
 14.2 The Applicant shall be responsible for taxes, levies and duties charged or payable in respect of this Agreement if any.  
 14.3 If payment is not made by the Applicant by the due date, the Distributor may impose an account or late payment charge and other charges to cover its reasonable expenses in enforcing this Agreement.

**15. GENERAL**

- 15.1 If any clause or part of a clause of this Agreement is held to be invalid or unenforceable for whatever reason, the remaining provisions shall remain in full force and effect except to the extent that the parties shall adjust their respective rights and obligations under the Agreement in accordance with the spirit and intent of the parties as evidenced in these terms and conditions.  
 15.2 These terms and conditions together with any Agreement between the parties shall be governed by the laws applicable in the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts that State.  
 15.3 These terms and conditions may be changed by the Distributor without prior notice.  
 15.4 These terms and conditions replace any other earlier agreements between the parties and in the event of any conflict or inconsistency between the express provisions of this Agreement and any other related agreement the terms of this Agreement shall prevail and be paramount.

**16. NOTICES**

- 16.1 Each notice to be given, is to be in writing but may be sent by personal delivery, post or facsimile.  
 16.2 Each mobile is to be sent to the address of the relevant party address shown overleaf.

**Important Notice To Applicant(s) For Credit (Section 18(E) (1) Privacy Act 1988)**

1. The Distributor may give information about the Applicant to a credit reporting agency (Agency) a) to obtain a commercial and consumer credit report about the Applicant, and b) to allow the Agency to create or maintain a credit information file about the Applicant  
 2. The Distributor has informed the Applicant that it may give personal information about them to an Agency.  
 3. The Applicant agrees that the Distributor may obtain information about the Applicant from a business or Agency for the purpose of assessing the Applicant's application.  
 5. The Applicant agrees that the Distributor may exchange information about those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes:  
 a) To assess an application by the Applicant for credit b) To notify other credit providers of a default by the Applicant c) To exchange information with other credit providers as to the status of this account where the Applicant is in default with other credit providers d) To assess the Applicant's credit worthiness.  
 6. The Applicant understands that the information exchanged can include anything about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.