



**NEW ACCOUNT APPLICATION FORM**

Complete and e-mail this form to [accountmanagement@reckon.com.au](mailto:accountmanagement@reckon.com.au) OR Fax to [1300 139 013](tel:1300139013)

**Contracting Party:**

(Legal Entity or Principal)

.....

**Firm or Trading Name:**

.....

ACN or ARBN (if applicable):

.....

**ABN:**

.....

Department (if applicable):

.....

Firm's Activities:

.....

**Billing Address:**

.....

**Suburb:**

.....

**State:**

.....

**Postcode:**

.....

**Postal Address:**

(if different from above)

.....

**Suburb:**

.....

**State:**

.....

**Postcode:**

.....

**Telephone** (Landline only):

(.....).....

**Fax:**

(.....).....

**Contact Name:**

.....

**Position:**

.....

**Contact E-mail Address:**

.....

*Authorised Signatory of Contracting Party (Signatory to be a Partner/Principal or Director of the Company)*

**Signature:**

.....

**Date:**

...../...../.....

**Name** (Print):

.....

**Position:**

.....

**Driver Licence No:**

.....

**State:**

.....

**Date:**

...../...../.....

*(Driver Licence details required for Individuals, Partners and Principals, and Sole Directors of a Company)*

**Where did you find us?**

(tick one)

Yellow Pages

Internet

Word of mouth

Exhibition

Seminar

Promotion, please quote code:

.....

Other, please provide details:

.....

***Our terms for payment are STRICTLY 30 days from date of invoice.***

By signing this form you acknowledge that you have read and accepted the terms and conditions as detailed on [www.reckonespreon.com.au](http://www.reckonespreon.com.au) and confirmation that you have read and understand Reckon Docs's Privacy Statement.

**RECKON DOCS OFFICE USE ONLY**

**Date:**

...../...../.....

**Account No:**

.....

**Approved by:**

.....

**Reckon Docs Pty Ltd ABN 47 002 604 088 Locked Bag 15, Broadway 2007**

**t 1300 139 001 f 1300 139 013 e corporate.services@reckon.com.au w www.reckondocs.com.au**

## RECKON DOCS

### TRADING TERMS & CONDITIONS

#### 1 Agreement to provide Products

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- 1.1 The Customer has requested the Company to provide the Product and the Company will provide the Product on the terms of this agreement.
- 1.2 The terms of this agreement apply to every order for the provision of Products made by the Customer.

#### 2 Payment

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- 2.1 The Products are provided to the Customer for the Fee.
- 2.2 Title to any goods provided as part of the Product only passes to the Customer on payment of the Fee. The Company may exercise a lien over goods produced by it on behalf of the Customer until the Fee is paid.
- 2.3 The Customer must pay the Fee within the time period required by the Company. If no time period has been agreed for the payment of invoices, the Customer must pay invoices within 5 business days of the Invoice Date.
- 2.4 If the Fee is not paid on the due date then the Company may:
  - (a) charge interest on the amount outstanding at the Interest Rate. The interest is to be calculated daily and compounded monthly; and
  - (b) recover its costs of recovering the amount outstanding including (without limitation) legal costs on a solicitor/own client basis.
- 2.5 The Company may refuse to provide the Product or may suspend the provision of Product if any invoices issued by it to the Customer remain unpaid after the due date.
- 2.6 In the absence of manifest error, invoices issued by the Company are conclusive proof of the Customer's request for, and the Company's provision of, the Products.

#### 3 Standard of Products and Liability

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- 3.1 The Company will endeavour to provide the Product to a high quality and in a prompt manner.
- 3.2 The Company is deemed to have provided the Product when it provides the relevant information or documentation to an electronic or physical address notified by the Customer. The Company is not required to verify receipt of information or documentation and is not responsible if the Customer does not receive the information or documentation.
- 3.3 Despite clause 3.1 the Company does not warrant that:
  - (a) the Product will be provided error free; or
  - (b) the Product or access to the Product will be provided without interruption.
- 3.4 To the extent permitted by law, the total liability to the Customer for any Claim or Loss is limited, at the election of the Company to:
  - (a) providing the Product again; or
  - (b) paying to the Customer the cost of having the Product provided by a third party; or
  - (c) the Fee payable for the Product.
- 3.5 The Customer releases the Company from any claims which it has or may have against the Company in respect of the Product.
- 3.6 The Customer indemnifies, and will keep indemnified, the Company from and against all Claims against the Company instituted by any person who claims loss or damage as a result of the Customer receiving the Product. For clarity, the indemnity extends to all costs and expenses including legal costs.

#### 4 Legal, financial and other professional advice

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- 4.1 The Company provides the Product to the Customer at the request of the Customer.

- 4.2 The Company provides no advice to the Customer regarding the nature or effect of the Product provided.

- 4.3 To the extent that the provision of the Product involves the supply of information or documentation that information or documentation has been provided to the Company by third parties and the Company takes no responsibility in relation to that information and documentation. The Customer must rely on its own judgment and the advice of its own professional advisers as to the accuracy and completeness of the information or documentation provided to it by the Company.

#### 5 Security

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- 5.1 The Customer must:
  - (a) keep any passwords supplied for access to any Company or third party system secret and not divulge them to any other person or third party; and
  - (b) if requested by the Company, change its passwords for security purposes.
- 5.2 The Customer is responsible for orders placed, and access to any Company or third party system, which occurs through the use of the Customer's passwords regardless of whether such use was authorised by the Customer.

#### 6 Termination of ongoing arrangements

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- 6.1 Where this agreement has an ongoing nature (for instance, due to provision of credit by the Company to the Customer), the Company may terminate this agreement:
  - (a) without giving reason – on giving 20 business days notice without reason; or
  - (b) with immediate effect where the Customer:
    - (1) becomes an externally administered body corporate or insolvent (as those terms are defined in the Corporations Act), bankrupt or subject to laws relating to guardianship or diminished mental capacity; or
    - (2) breaches a term of this agreement and fails to rectify that breach within the time period required by the Company.
- 6.2 Without limiting clause 6.1, the Company may at any time suspend the provision of Products to the Customer and/or the public in general. The Customer may make no claim against the Company in respect of the suspension of the Products.
- 6.3 The Company has no liability to the Customer for termination of the agreement pursuant to the terms of this clause.

#### 7 Taxes

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- 7.1 Unless expressly stated, the Fee does not include any Taxes.
- 7.2 Where the supply of information or services from third parties is GST free or GST exempt, the Company acts as the Customer's agent in arranging that supply.
- 7.3 If Taxes are payable as a consequence of the supply of the Products then the Customer must pay to the Company the amount of those Taxes at the same time and in the same manner that it makes payment of the Fees.
- 7.4 Upon receipt of payment for any Taxes the Company will, if required by law, provide an invoice showing the Tax received in a form complying with all relevant legislation.

#### 8 Privacy

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- 8.1 Information provided to the Company is required to assist the Company in offering the Products and informing the Customer of new Products that are available.
- 8.2 The Customer consents to receiving information regarding new Products provided by the Company or its related bodies corporate (as defined in the Corporations Act).
- 8.3 The Company will store and use personal information of the Customer in accordance with the Privacy Act 1988 (Cth), Spam Act 2003 (Cth) and the National Privacy Principles.

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8.4 The Customer may gain access to any personal information relating to the Customer held by the Company. The procedure for gaining access to the Customer's personal information is detailed in the Privacy Policy Statement.

## 9 General

- 9.1 Where Products are requested electronically (such as over the internet) the place that a contract is formed at is Sydney, New South Wales. This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
- 9.2 This agreement is personal to the Customer and must not be assigned without the prior consent of the Company.
- 9.3 This agreement is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this agreement. This agreement is not amended by any subsequent terms which the Customer may seek to add whether by alteration to the form of these terms or by submission of different terms.
- 9.4 This agreement may only be amended or replaced by the Company. The agreement (as amended or replaced) applies to all requests for Products made by the Customer after the date of the amendment or replacement.
- 9.5 If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.
- 9.6 No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- 9.7 No provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement.

## 10 Definitions and interpretation

10.1 Where a "Defined Term" shown in the table below is used in this agreement it is to have the corresponding meaning:

Defined Term	Meaning
<b>Claim</b>	any present or future, actual or contingent, claim, cause of action, complaint, liability, cost or expense that any person has or might have in connection with the provision of the Products, whether or not the facts, matters or circumstances giving rise to that Claim are known to that person or to any other person at the date of this agreement
<b>Company</b>	the legal entity providing the Products to the Customer including third parties or its lawyers assisting in the provision of the Product.
<b>Customer</b>	the person or persons who is described as the "Customer" on an account Application Form or otherwise requests provision of a Product.
<b>Fee</b>	the amount that the Company charges for the provision of relevant Products, as varied by the Company from time to time.
<b>Interest Rate</b>	the Commonwealth Bank Reference Rate plus 2% per annum.
<b>Invoice Date</b>	the date that an invoice is issued by the Company for payment of Fees.
<b>Loss</b>	includes any damage, loss, liability, cost, charge, expense, outgoing or payment (whether direct or indirect, consequential or incidental).
<b>Product</b>	any document provided by the Company or a third party on behalf of the Company including its lawyers to the Customer including the provision of general advice or information, if any.
<b>Tax or Taxes</b>	any tax, duty, levy, charge or other impost charged or assessed by a governmental or statutory authority or body.

10.2 The following interpretational rules apply to this agreement:

Rule	Meaning
<b>Business Days</b>	when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day.
<b>Cognate meanings</b>	Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning.
<b>Contra Proferentem</b>	No provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision.
<b>Entities</b>	<ol style="list-style-type: none"> <li>1 An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.</li> <li>2 A reference to a party to a document includes that party's successors and permitted assignees.</li> <li>3 A reference to a body, other than a party to this agreement (including an institute, association or authority), whether statutory or not: <ul style="list-style-type: none"> <li>• which ceases to exist; or</li> <li>• whose powers or functions are transferred to another body,</li> </ul>                     is a reference to the body which replaces it or which substantially succeeds to its powers or functions.                 </li> </ol>
<b>Gender</b>	Words of any gender include all genders.
<b>Headings</b>	Headings and bold type are for convenience only and do not affect the interpretation of this agreement.
<b>Joint and Several</b>	A promise on the part of 2 or more persons binds them jointly and severally.
<b>Law</b>	A reference to law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated, replaced or re-enacted.
<b>Liquidation/ Insolvency</b>	A reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
<b>References</b>	A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this agreement and a reference to this agreement includes any schedule, attachment and exhibit.
<b>Singular/ Plural</b>	The singular includes the plural and the plural includes the singular.

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