

Announcements and Advertising Terms and Conditions and Credit Policy

AGREEMENT FOR CREDIT TERMS AND CONDITIONS

The person/s or corporation (hereafter called the "Client") and the Merredin Community Resource Centre (hereafter called the "CRC") accepting the terms of this agreement hereby agrees that this agreement shall be governed by the following terms and conditions:

1. PAYMENT AND BILLING

1.1 CRC will invoice the Client on acceptance of advertising.

1.2 Invoices shall contain advertiser name and address details/product, date, time and length of service, announcement, cost, payment due date and an identifier code for each service supplied by CRC.

1.3 CRC affirm all information shown on these invoices is true and correct and is taken from the official log or other record produced and maintained at the CRC.

1.4 Credit Terms Approved Clients:

1.4.1 Payment by the Client of items which are not in dispute ("non-discrepant items") on each invoice is due within seven (7) calendar days from the date of the invoice.

1.4.2 Disputed items if any item(s) exist on the invoice, then:

1.4.3 Client shall, upon receipt of invoice, send written notice of discrepant item(s) to CRC;

1.4.4 CRC shall reply in writing upon receipt of notice of discrepant item(s) and shall notify the Client of amounts due on any item(s) no longer in dispute;

1.4.5 Payment by the Client of non-discrepant items is due and payable within three (3) working days upon receipt of CRC reply.

1.4.6 Early payment, within fourteen (14) days of six (6) or twelve (12) month announcements or advertising will attract discounts of up to 5%.

2. TERMINATION

2.1 Announcements – single print issue (Community/Employment) upon acceptance (written/verbal) by the CRC are subject to cancellation by the Client without charge, upon receipt from an authorised (written/verbal) representative; providing such cancellation request is received seven (7) working days prior to the date of issue close-off.

2.2 Announcements – to be repeated two (2) or more print issue releases (Community/Employment) upon acceptance (written/verbal) by the CRC are subject to cancellation by the Client without charge where no more than one (1) issue print release has occurred. Cancellation from the first print issue close-off will incur a fifty (50) percent charge of original cost.

2.3 Advertising products and services. Agreements may be cancelled without cost; providing such cancellation request is received from an authorised person within five (5) working days before an issue is due for close-off.

2.4 Cancellations received within the three (3) working days period before an issue close-off will be charged at 50% of the agreed cost and this amount is payable within three (3) working days from the date of the invoice.

3. EFFECT OF BREACH

3.1 CRC reserves the right to cancel this agreement upon default by the Client in the payment of invoices or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for announcements, advertising of products or services completed hereunder and not paid shall become immediately due and payable. If CRC cancels by reason of Client's material breach,

3.2 In the event of a material breach by CRC in performing this agreement, the Client reserves the right to cancel this agreement at any time on prior written notice.

4. FAILURE TO PRINT

4.1 If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labour disputes or for any other cause, including without limitation mechanical or electronic breakdowns, beyond CRC's control, there is an interruption or omission of any announcement or advertising agreed to be printed hereunder, CRC may suggest a substitute period for the announcement or advertising of goods or service. If no such substitute time period, or make good, is acceptable to the Client, an acceptable make good or a reduction in the charges is to be agreed.

5. SUBSTITUTION OF PRINTED MEDIA

5.1 CRC has the right to cancel any printed media or portion thereof covered by this agreement in order to print any announcement or advertising of goods and services which, in its absolute discretion, it deems to be of public significance.

5.2 In case of cancellation, CRC will notify the Client in advance, but where such notice cannot reasonably be given, CRC will notify the Client within one business day after such printed media has been cancelled.

5.3 If CRC and the Client cannot agree upon a satisfactory substitute day and time, the printed media time so pre-empted shall be deemed cancelled without affecting the rates or rights provided under this agreement.

6. MATERIAL ACCEPTANCE

6.1 Announcement and advertising for products or services material provided by the client is subject to CRC approval and CRC may exercise a continuing right, in

its sole discretion, to reject such material, including without limitation a right to reject for unsatisfactory technical or written quality.

6.2 In the event material is deemed unsatisfactory to CRC, CRC shall notify the Client by telephone within 48 hours of receipt of material and subsequently by written confirmation.

7. RATES AND CHARGES

7.1 CRC reserves the right to increase rates without notice, but no such increases shall be applied to signed and accepted agreements.

7.2 Changes to announcements or advertising are allowed providing sufficient time prior to issue close-off date; however, an additional thirty dollars (\$30) will apply if you require Phoenix staff to prepare the artwork.

8. NON-DISCRIMINATION

8.1 CRC does not discriminate in the sale of advertising printed time, and will accept no announcement or advertising for products and services which is placed with intent to discriminate on the basis of race, gender or ethnicity.

9. GENERAL

9.1 This agreement contains the entire agreement between the parties relating to the subject matter herein contained and no change in its terms and provisions shall be effective unless agreed to in writing.

Our Credit Reporting Policy

1. INTRODUCTION

Each person or company ("Client") CRC wants you to be familiar with how we collect and use credit information about you. You obtain credit from us when we agree to defer or suspend a payment for our printed issue services.

This Credit Reporting Policy describes our practices in connection with certain information we collect and hold about individuals when providing credit as described below:

1. Consumer credit:

1.1 information we collect and hold about individuals when providing credit to those individuals for services (such as advertising services) which are acquired for personal, family or household purposes; and

1.2 information we collect and hold about individuals when providing credit to those individuals for products (such as certain types of newspaper subscriptions) when acquired for personal, family or household purposes.

2. Commercial credit:

2.1 information we collect and hold about individuals who are partners, directors of a business or company, when providing credit to that business or company;

2.2 information we collect and hold about individuals who provide a personal guarantee to us in relation to the debt of a company to us; and

2.3 information we collect and hold about individuals who are obtaining that credit for their own business purposes.

3. What information do we collect?

3.1 CRC collects certain personal information about you when you apply for and/or obtain credit from us. That information is referred to as "credit information" in this policy. Credit Information means your name, alias or previous name, date of birth, gender, your postal address and street addresses. We may not always collect all of these types of information. Credit Information also means information about your credit arrangement with us, including the amount of the payment you have deferred, when you are required to make those deferred payments or repayments and information about whether you have met your obligations to make those payments, repay your credit or to satisfy your guarantee.

3.2 In relation to commercial credit, we may obtain credit references or reports in relation to individuals for the purposes of assessing credit applications (including applications to increase the amount or change the terms of existing credit. If you or your company defaults on a credit arrangement with us, we may obtain other information about you from credit reporting bodies to assist us to contact or locate you. We may also obtain information about your assets to determine your ability to repay that credit.

For information about how we collect, use and disclose other personal information about you that is not Credit Information and is not information in or derived from a credit report.

4. How do we use and disclose your information?

4.1 We use the credit information we collect about you for account management and administrative purposes. For example, we may use credit information we hold about you to identify whether you are overdue in making a payment and to take steps to obtain that payment from you. We may also use credit information to determine whether to provide you with credit when you make any subsequent

application for credit. If you choose not to provide certain personal information to us, we may not be able to provide you with the goods or services you require.

4.2 We may de-identify the information we collect about you so that we can use and disclose it without using or revealing any personal information about you.

4.3 We use the information we collect about you for these additional purposes:

4.3.1 To protect the rights of the CRC and others. There may be instances when CRC may disclose your information, including situations where CRC has a good faith belief that such disclosure is necessary in order to:

- (a) Protect, enforce, or defend the legal rights, privacy, safety, or property of CRC, our related companies or their employees, agents and contractors (including enforcement of our agreements and our terms of use);
- (b) Protect the safety, privacy, and security of users of the CRC Services or members of the public;
- (c) Protect against fraud or for risk management purposes;
- (d) Comply with the law or legal process; or
- (e) Respond to requests from public and government authorities.

5. How do we protect your information?

Company uses commercially reasonable administrative, technical, personnel and physical measures to safeguard information in its possession against loss, theft and unauthorised use, disclosure or modification. However, no one can guarantee the complete safety of your information.

6. How can you access your information?

If you would like to access, review, correct or update your personal information, you may contact us as outlined in section 7 of this policy. In your request, please include your email address, name, address, and telephone number and specify clearly what information you would like to access, review, correct or update. We will try to respond to your request as soon as reasonably practicable. If we deny access in any circumstances or cannot correct or update your information we will generally tell you why.

7. Other important information for you

7.1 Updates to Credit Reporting Policy. CRC may modify this Credit Reporting Policy at any time. Please look at the version date at the top of this Credit Reporting Policy to see when this Credit Reporting Policy was last revised.

7.2 Data Retention. We will retain your information for the period necessary to fulfil the purposes outlined in this Credit Reporting Policy unless a longer retention period is required or allowed by law.

7.3 Complaint. If you think we have breached the Privacy Act 1988 (Chapter) (including Part IIIA, Division 3), other applicable privacy laws or the registered Credit Reporting Privacy Code, you may complain to us by contacting us as outlined in section 8 below. When you contact us, please include your email address, name, address, and telephone number and clearly describe your complaint. We will need to share your information with others who can assist in responding to your complaint. We will contact you within seven (7) working days to let you know the next steps in resolving your complaint and to obtain any further information we need to consider your complaint. As soon as reasonably practicable and in any event within thirty (30) calendar days, we will let you know our decision in writing. If you are not satisfied with our response to your complaint, or at any time, you may refer your complaint to the Office of the Australian Information Commissioner (www.oaic.gov.au).

8. How can you contact us?

If you have questions about this Credit Reporting Policy, please contact our Coordinator at CRC:

Address: _____

Email: _____

Telephone number: _____

Office Hours: Monday to Friday 8:30am to 5:00pm (excluding advertised closure dates or Public Holidays)

Acceptance by Signature

I/We have read, understand and are authorised to accept the conditions and terms of the Announcement and Advertising Terms and Conditions and Credit Policy.

Accepted by the Client

Full Name: _____

Business/Company Name: _____

Position: _____

Signature: _____ Date: _____

Accepted by Merredin Community Resource Centre

Full Name: _____

Position: _____

Signature: _____ Date: _____