In the event that:

For defective Services, which the Seller has agreed that the Buyer is entitled to reject, the Seller’s liability
The Buyer shall inspect the Services on delivery and shall immediately notify the Seller of any alleged
Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for
Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any
The Buyer undertakes to give the Seller not less than fourteen (14) days prior written notice of any
None of the Seller’s agents or representatives are authorised to make any representations, statements,
Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally
Any instructions received by the Seller from the buyer for the supply of Goods and/or the Buyer’s
Definitions
administration fees which sum shall become immediately due and payable.
immediate amount of the greater of $20.00 or 10.00% of the amount overdue shall be levied for
Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not
The Seller may give information about the Buyer to a credit reporting agency for the following purposes:
Administration Board of N.S.W. It is a condition of this licence that;
recommendations (and where the context so permits shall include any supply of Goods as defined
enabling the daily operation of Buyer’s account and/or the collection of amounts outstanding in the
processing of any payment instructions, direct debit facilities and/or credit facilities requested by
Marketing of Services and/or Goods by the Seller, its agents or distributors in relation to the
provision of Services & Goods;
provisions of these terms and conditions or agreements not expressed by the manager of the Seller in writing
and can only be rescinded in accordance with these terms and conditions or with the written consent of
the Buyer and the Seller.
The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit
To notify other credit providers of a default by the Buyer;
To notify other credit providers of the account to the status of this credit account, where the Buyer is in default with other credit providers;
and enabling the daily operation of Buyer’s account and the collection of amounts outstanding in the
Buyer’s Disclaimer
The Buyer hereby disclaims any right to rescind, or cancel the contract or so to use for damages or to claim
restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the
Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement.
Errors And Omissions.
The Buyer is not responsible for any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Buyer shall be entitled to claim a reasonable additional delivery and, if the Buyer believes the Services are defective in any way. If the Buyer shall fail to comply with the terms and conditions of this agreement, the Buyer will not be liable for any fines or damages. The Seller’s liability is limited to either (at the Seller’s discretion) replacing the Services or repairing the Services provided that the Buyer has complied with the provisions of clause 8.1.

Nothing in this agreement is intended to have the effect of creating any of the applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia in all or any other way permitted by those Acts where applicable.

10. Default & Consequences Of Default
10.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such rate as after as well
10.2 Any damages remaining at the end of the second month after supply of the Goods or Services or
10.3 In the event that:

(a) money any payable to the Seller becomes overdue, or in the Seller’s opinion the Buyer will be unable to meet its payments as they fall due;
(b) the Buyer becomes insolvent, involves a meeting with its creditors or proposes or enters into an arrangement or otherwise makes an assignment for the benefit of its creditors, or
(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer, the

11. Title
11.1 It is the intention of the seller and agreed by the Buyer that property in the Goods shall not pass until:

(a) The Buyer has paid all amounts owing for the particular Goods, and
(b) The Buyer has used all other amounts due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer.

11.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller’s ownership of the Goods will not pass to the Buyer.

11.3 It is further agreed that:

(a) The Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Seller shall hold any proceeds from the sale or disposal of the Goods or any part thereof on behalf of the Buyer.
(b) The Buyer shall not deal with the duty of the Goods in any way which may be
The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.
(d) The Buyer will not have the right to dispose of or in any way alter the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, thus the Buyer will not have the right to deal with any amounts due by the Buyer due to the Seller.
(e) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that the Buyer may have dealt with the Goods.
(f) Until such time that ownership in the Goods passes to the Buyer, if the Goods are so converted, the parties agree that the Seller will be the owner of the end products.

12. Security And Charge
12.1 Definitions
All security interest in relation to the property in and right to the Goods held by the Seller under these
(i) to in any manner the Buyer a consumer credit report about the Buyer; and/or
To exchange information with other credit providers as to the status of this
To notify other credit providers of a default by the Buyer;
To assess the credit worthiness of Buyer and/or Guarantor/s.
(c) To notify any other credit provider of any default by the Buyer;
To notify the guarantor/s with those credit providers named in the Application for Credit account or named in
To inform those credit providers that the Buyer is in default with respect to the status of this credit account
To inform the credit reporting agencies that the Buyer has paid all amounts.
(b) to a credit reporting agency to collect overdue payment on behalf of the Buyer;
(a) provision of Services & Goods;
(b) to the credit reporting agencies;
(c) any notices to other credit providers, direct debit instructions and direct credit facilities requested by the
The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on the Buyer’s credit account.

14. Privacy Act 1988
14.1 The Buyer and/or the Guarantor/s agrees for the Seller to obtain from a credit-reporting agency a credit
14.2 The Buyer and/or the Guarantor/s agrees that the Seller may exchange information about Buyer and
To notify other credit providers of a default by the Buyer;
(b) to the credit reporting agencies.
To exchange information with other credit providers as to the status of this
To notify the credit reporting agencies that the Buyer has paid all amounts.
To inform the credit reporting agencies that the Buyer has paid all amounts.
To notify other credit providers of a default by the Buyer;
(a) provision of Services & Goods;
(b) to the credit reporting agencies;
(c) any notices to other credit providers, direct debit instructions and direct credit facilities requested by the
The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on the Buyer’s credit account.

15. General
15.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or
15.2 All Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no
15.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profits) whether direct or indirect caused by contingencies and conditions.
15.4 In the event of breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
15.5 The Seller shall not be set off against the Price amounts due from the Buyer.
15.6 The Buyer’s licence(s) may be suspended or revoked by the relevant authorities without the Buyer’s
correction.

16. Final Confirmations.
16.1 That the confirmation and menu selections, guaranteed number of guests, venue address and serving times must be provided to the Seller by the Buyer or their authorised agent(s) no later than 5 working days prior to the function. The Seller will not be liable for any oversights in the menus including (but not limited to) any costs incurred by the Seller as a result of a breach of this clause.

17. Beverages and Responsible Supply of Alcohol
17.1 Grinners Catering Macarthur, Operates under a Caterers Liquor Licence granted by the Liquor
Administration Board of N.S.W. It is a condition of this licence that;

(a) In the event the seller providing beverage services to the Buyer, the liquor consumed on the
(b) If the buyer supplies the beverage services at the nomination by the Buyer, such beverage services shall be
be consumed by the Buyer (the “Licensee”) or their appointed representative.

(c) no person can be taken off the premises.

(b) No person under the age of 18 years of age shall consume alcohol.

18. Administration of Service of Alcohol
All employees of Grinners Catering are under obligation to refuse the service of alcoholic beverages to persons identified as intoxicated. It is the responsibility of the Buyer and/or function hosts to ensure that all attendees behave in an appropriate manner in attendance.

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