

# Fox Turnbull Business Protection Kit Purchase Form

Please fax back to **1300 664 830**

Or mail to:

**Fox Turnbull and Associates**

Head Office,  
Level 8, 45 Clarence Street, Sydney, New South Wales, Australia 2000

Company Name: .....

Trading Name: .....

Contact Name: .....

Street Address: .....

City: ..... State: ..... Post code: .....

Postal Address: .....

City: ..... State: ..... Post code: .....

Fax: ..... Phone: .....

Email Address: .....

Website Address: .....

Type of Business: .....

ABN: .....

ACN: .....

I wish to Purchase The Business Protection Kit from Fox Turnbull and Associates,including my free 12 months of Fox Access, for the cost of \$4,495(GST inclusive) and accept the terms and conditions below.

I would like to pay upfront payment of  \$4,495 pay in two payments of  \$2,250

Please charge my  Visa  Mastercard

Card Number: .....

Expiry Date: ..... Name on Card: .....

Signature: .....

- I will send a cheque for \$4,495 (cheque for full upfront payments only)
- I would like to do a bank transfer of \$4,495 (for upfront payments only)
- I would like to pay over 12 months at \$ 400 per month

Transfer to the following account:

BSB: **032003**

Acc number: **299710**

Name: **Fox Turnbull and Associates**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

1. In these Terms and Conditions of Sale ("these Terms"):  
"Company" means Fox Turnbull & Associates Pty Ltd Pty Ltd ACN 102 639 001 and its successors, administrators and assigns.  
"Purchaser" means the company and/or Individual who has completed the Business Protection Kit Registration Form(s) and/or Fox Access Registration Form  
"Products" means all products supplied by the Company to the Purchaser.
2. All Products sold by the Company are sold and supplied on these Terms and Conditions of Sale and the Terms of Commercial Credit Accommodation as amended from time to time at the discretion of the Company. All amendments shall be notified to the Purchaser in writing.
3. Where any special conditions relating to the delivery of specific products and services are inconsistent with these Terms, then the special conditions shall prevail to the extent of any inconsistency.
4. A contract of sale of the Products is created when the Company accepts a written order (whether received in electronic form or not) from the Purchaser.
5. The Company may refuse to sell Products (whether or not part of a contract has been performed) for any reason.
6. Any variation of an order or cancellation of an order must be agreed in writing by the Company.
7. The price of the Products shall be the sum of:
  - (a) the price of the Products as quoted by the Company, or if no quote is given, the price for the Products at the time the order is picked and consigned for delivery;
  - (b) any taxes (including but not limited to GST) and statutory charges in relation to the Products;
  - (c) any storage costs in respect of the Products;
  - (d) delivery charges to the Purchaser either by a Company representative or by express post.
10. All of the Products shall be paid for before delivery, unless the Company, at its discretion, agrees to sell the Products on credit to the Purchaser.
11. The Purchaser shall not deduct any sum from the amount due on any invoice or statement for any reason whatsoever.
12. If the Company delivers the Products:
  - (a) the Company's invoice or delivery docket shall be conclusive evidence of the quantity, description, date, time and place of delivery;
  - (b) the Company's responsibility for delivery ceases at the kerb side of the delivery address. The Company is not responsible for deliveries "across county";
  - (c) the Purchaser shall be present at the agreed place and time of delivery. The Company may unload the Products at that place in which case it will not be responsible for any loss to the Purchaser; and
  - (d) the Company reserves the right to charge the Purchaser for any additional delivery costs incurred by the Company.
13. In the event that a delivery date is nominated by the Purchaser, the Company shall take reasonable steps to achieve delivery on or about that date. However, no promise is given that the Products will be available on that date. The Company shall not be liable for any loss (including consequential loss) for failure or delay in delivery.
14. The Purchaser shall inspect the goods immediately upon delivery and give written notice to the Company of any irregularity in quantity or description of any defects within 7 days of delivery. If such written notice is not provided the Purchaser shall be deemed to be satisfied in all respects with the Products delivered.
15. Where written notice of a claim is provided within 7 days of delivery, no request for credit will be approved until a representative of the Company has inspected the Products for which a claim is made. Until the inspection is conducted the Purchaser must maintain proper care of the Products in question. No claim for credit will be approved where, in the opinion of the Company, the Purchaser has not maintained proper care of the Products.
16. In the event that the Company elects to accept a return of Products supplied, it will credit the Purchaser with the Price of the Products less delivery, handling and storage charges.
17. Any claim for credit approved of by the Company shall be limited to the replacement value of the defective Products only and the Company shall not under any circumstances be liable for loss of profits or any consequential, indirect or special damage.
18. Risk in the Products passes to the Purchaser on delivery. Notwithstanding the passing of risk:
  - (a) All Products delivered by the Company to the Purchaser remain the property of the Company until all the money owing to the Company has been paid in full. Until that time the Purchaser shall return the Products to the Company on demand. The Purchaser shall separately store Products delivered by the Company until title in them has passed.
  - (b) The Company will be entitled to enter the premises of the Purchaser at any time to recover possession of those Products for which payment in full has not been made. It is agreed between the Company and the Purchaser that where the Company enters the premises of the Purchaser to take possession of the Products and it is not possible to otherwise identify the ownership of the Products in the possession of the Purchaser, the Products will be treated as though they were sold by the Purchaser in the same sequence as the Purchaser has taken delivery of the Products.
19. If any provision of these Terms and Conditions of Sale is found to be invalid or unenforceable then that provision shall be deleted and the remaining provisions shall continue to be binding on the Company and the Purchaser. These Terms and Conditions of Sale shall be governed by the law of the State or Territory of Australia in which these Terms and Conditions of Sale operate as between the Company and the Purchaser.