

VANILLA BLUE PTY LTD ACCOUNT APPLICATION



COMPANY DETAILS

Company Name: _____

Australian Business Number (ABN): _____

Trading Name: _____

Registered Business Address: _____

Delivery Address: _____

Postal Address: _____

TYPE OF BUSINESS

Public Company

Private Company

Partnership

Sole Trader

Individual

APPLICANT / DIRECTOR / PROPIETOR DETAILS

Given Name(s): _____ Surname: _____

Address: _____

Phone No. _____ Email: _____

ACCOUNT SET UP REQUIREMENTS

Please confirm which of the following information fields are required on your invoices. (Multiple options are available.)

Approved By or Ordered By

Event Name

Department ID

Customer PO Number or Project ID

GL Code

INVOICE CONSOLIDATION

Vanilla Blue can issue 1 consolidate invoice of all orders and services purchased over an agreed time frame for your company. This will save you significant processing time. Customers will still receive detailed order confirmation documents in addition to your company receiving a consolidated invoice.

Please complete information below.

**Consolidated FORTNIGHTLY invoice
for the entire account - all users**

(this will include all services, all deliveries and all personnel from your company who have placed orders)

**Consolidated FORTNIGHTLY invoice
for each contact at your company placing orders**

(this will include all services, all deliveries for each contact from your company placing orders)

Issue an invoice for Each delivery

INVOICE TO BE EMAILED TO

Requestor

Accounts Payable

Both

ACCOUNTS PAYABLE CONTACT INFORMATION

Accounts Payable Contact Name: _____ Account Phone #: _____

Accounts Payable Email: _____

PAYMENT TERMS 7 days from the date of issue of the invoice

Cheque Payments:

Cheque's payable to: Vanilla Blue Pty Ltd, PO Box 396, Artarmon, NSW 1570

Electronic Funds Transfer

Vanilla Blue Pty Ltd BSB #:302100 Account # 1009603

Remittance Advice:

accounts@vanillablue.com.au

DULY AUTHORIZED FOR AND ON BEHALF OF

Applicants Name: _____ Position: _____

Applicants Signature: _____ Date: _____

BUSINESS ACCOUNT TERMS AND CONDITIONS

A.B.N.: 87 124 365 920

1. Scope of Terms & Conditions

- 1.1. Within this document of terms and conditions any context where "Supplier" is mentioned refers to any provider of products or services using the Company as its billing and collection agent.
- 1.2. Within this document of terms and conditions any context where "The Company" is mentioned refers Vanilla Blue Pty Ltd.
- 1.3. Within this document of terms and conditions any context where "The Customer" or "Customer" is mentioned refers to registered users, account holders and businesses or charities registered with Vanilla Blue for the purpose of using Vanilla Blue's services.

2. Customer's Obligation to Pay

- 2.1. By Registering with Vanilla Blue The Customer agrees that they also register their place of employment. As such their place of employment be it a business or charity will be responsible for payment of any orders placed with Vanilla Blue.
 - 2.1.1. Exceptions occur where The Customer is registering as a private user, in which case all personal orders or private sales from Vanilla Blue to an individual require upfront payment by means of credit card or personal cheque. Services will not be provided until funds have cleared our account.
- 2.2. The Customer undertakes to pay to the Company all amounts in the Statement of Account within 7 days of the date of issue of the Statement of Account. Statements are posted to your chosen billing address the first week of each month.
- 2.3. "Late Payments", payments not received within 45 days from the date on invoice or 15 days from date of statement, Will incur a 2% monthly account keeping and administration fee.

3. Accepted Payment Methods

- 3.1. Customer payments shall be effected by way of cheque; electronic funds transfer or our secure online credit card merchant facility.
- 3.2. The Customer's business account will be credited from the date a payment is received by the Company, other than in the instance when a cheque is used as the method of payment.
- 3.3. Where the Customer pays by cheque the Customer's business account will be credited by the amount of a cheque payment when the cheque is cleared.
- 3.4. Vanilla Blue accepts all major credit cards. Credit card payments will incur a merchant bank fee. Diners Club cards incur 3.5% excluding GST merchant bank fee. American Express, Visa & MasterCard incur 2.50% excluding GST merchant bank fee.
- 3.5. A deposit may be required on certain orders. Invoices are sent via your email address unless otherwise requested.

4. Customer Business Account Liability

- 4.1. The Customer acknowledges that it shall be solely responsible for and bear all risk associated with the Customer's business account including implementing and maintaining a system of password protection. Should any misuse or unauthorised use of the Customer's business account occur the Customer agrees to indemnify the Company against any loss, expense or claim thereby arising.

5. Limitation of Liability and Disclaimer

- 5.1. To the extent permitted by law, the Company will have no responsibility or liability for:
 - 5.1.1. Any refusal by a Supplier or any other person to supply the product the Customer seeks to purchase using the Customer's business account, regardless of the reason for that refusal;

- 5.1.2. Any deficiency or defect in the product purchased by the Customer using the Customer's business account including any deficiency in the product's fitness for purpose or merchantability;
- 5.1.3. Any claims or damages including but not limited to claims relating to the use or misuse of the Customer's business account or the direct debiting of the Customer's bank account.

6. Risk in Product

- 6.1. Products purchased by the Customer from the Supplier will be at the Customer's risk upon delivery to the Customer or such place as specified by the Customer or into the Customer's custody (whichever occurs first).

7. Customer Information and Credit Checks

- 7.1. The Customer hereby agrees that the Company may seek such consumer information (section 18k(1)(b) and (h), Privacy Act 1988) and trade references (section 18N(1)(b) Privacy Act 1988) as the Company considers either relevant or necessary for the purpose of assessing the Customer's business account application.
- 7.2. The Customer agrees to the Company obtaining from an account-reporting agency an account report containing accounts information about the Customer.
- 7.3. The Customer further agrees that the Company may give to and seek from any account providers named in this business account application information about the Customer's account arrangements. The Customer understands that this information may include any information about its account worthiness, account standing, account history or account capacity that account providers are allowed to give to or receive from each other under the Privacy Act.

8. Change in Circumstances

- 8.1. The Customer undertakes to notify the Company promptly of any change in the Customer's name, address, email, fax or telephone number or any significant change or deterioration in the Customer's financial position (including, but not limited to, any significant increase in the Customer's overall indebtedness) and of the occurrence of any default event as described in clause 5.

9. Order Terms

- 9.1. **Delivery Days and Times**
Standard delivery hours are between 6:00am to 5:30pm Monday to Friday and 7:00am to 1:00pm on Saturdays. Sunday delivery may be available upon request and depending on the order value.
- 9.2. **Minimum Order Value**
Free delivery for orders above \$90 for the areas we service. Orders below \$90 attract a \$15 delivery charge. For weekend catering our minimum is \$250 and a \$25 delivery fee applies.
- 9.3. **Delivery Window**
For cold orders, deliveries may arrive up to 90 minutes prior to your requested delivery time. For warm food orders, catering may arrive up to 20 minutes before your requested delivery time. Please note that in this situation your food will be delivered in hot boxes which keep the food warm for up to 60 minutes. Please allow a delivery window of 15 minutes to accommodate for loading dock, or Sydney traffic. If we are going to be later than your requested delivery time we will call you prior to arrival to advise you of this, and will compensate you for any delivery more than 15 minutes late.
- 9.4. **Order Cut-Off**
Ideally, we require all orders for the following business day by 3:00pm. Please note that orders placed after 3:00pm for delivery

the following day may require an altered menu, a later delivery time, and or be unable to complete. We will do our utmost to look after you.

9.5 **Quotations**

Vanilla Blue will honour the pricing provided in a quotation for 30 days. After 30 days Vanilla Blue reserves the right to adjust the prices quoted.

9.6 **Pricing Information**

Please note all menu prices exclude GST. The 10% Goods & Services Tax is added to those items that incur GST at time of purchase. Vanilla Blue will strive to maintain their prices over the life of our most current catalogue. However, we reserve the right to alter prices without notice.

9.7 **Confirmation of Your Booking**

Vanilla Blue will send you an email of your order. This email represents a confirmation of your order, unless the email states that it is a quote. The order will be delivered and prepared as per the details on your email. It is your responsibility to review the details of your order and notify Vanilla Blue of any omissions or corrections. An invoice will be raised reflecting the items and prices outlined within this confirmation.

9.8 **Order Cancellation**

For orders less than \$500 Vanilla Blue will accept free cancellation up until 3:00pm one business day prior to the event. Orders cancelled after this time will incur a 50% cancellation charge.

Orders of a value greater than \$500 require 2 business days cancellation notice. Orders cancelled on the day of delivery will be charged at a 100% of the total order value.

During the Christmas Season (December) and Melbourne Cup Catering, cancellation of orders will incur a 20% cancellation fee, and a 100% cancellation fee if cancelled less than 4 business days prior to the event.

9.9 **Platter and Hot Bag Collection**

Vanilla Blue will collect their platters and hot bag after the function. Please ensure they are cleaned and placed in a safe location so that the platters can be retrieved. Lost or broken platters and hot bag by will be charged to you at their replacement value, unless they are disposable.

9.10 **Payment**

Payment can be made by credit card, cheque, or EFT payment. We do offer corporate accounts.

Our standard payment terms are net 7days, and credit card payments do attract a merchant fee based on the credit card used.

Please note that we typically issue the invoice or charge your credit card on the day following delivery.

For orders greater than \$1,000 Vanilla Blue may request a 50% deposit prior to delivery.

10. Other

- 10.1. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation shall be of any force and effect unless in writing and signed by both the Company and the Customer.
- 10.2. The Customer acknowledges that no representations have been made by the Company or on its behalf, which have induced the Customer to enter into this agreement.
- 10.3. The Customer acknowledges that it may not assign any of its rights or interests arising under or pursuant to this agreement to a third party other than with the prior written consent of the Company.
- 10.4. The Customer acknowledges that the amount shown on the customer order confirmation/invoice provided to the Customer at the time of purchase is sufficient evidence of the purchase.
- 10.5. The Customer acknowledges that the Company may terminate this Agreement, close the Customer's business account, and require immediate payment in full of the outstanding balance on the Customer's business account where:
- 10.6. The Customer fails to pay the amount specified in the Statement of Account by the due date for payment as specified in the Statement of Account.
- 10.7. The Customer breaches any of the terms of this agreement or of any other contract between the Customer and the Company;
- 10.8. The Company in its absolute discretion considers that there has been a material adverse change in the Customers financial circumstances;
- 10.9. The Customer, not being a company either dies, ceases to be of full legal capacity or, if a partnership, is dissolved; or If the Customer is a company: (i) stops or suspends or threatens to stop or suspend payment as provided for under this agreement; (ii) is insolvent within the meaning of Section 95(a) of the Corporations Law; (iii) a court is required by reason of Section 459(2) to presume that the Customer is insolvent; (iv) an administrator is appointed over all or any of its assets of any of the Customer or an undertaking or any steps preliminary to the appointment of an administrator is taken to the Customer; (v) a controller within the meaning of Section 9 of the Corporations Law or a similar officer is appointed to all or any of the assets or undertakings of the Customers; or (vi) an order is made or a resolution is passed for the Customer's winding up or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.