

# ClassicBet - Terms of trade

## 1. Definitions

1.1 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.

1.2 "Services" shall mean all services supplied by the Bookmaker to the Client and includes any advice or recommendations.

1.3 "Price" shall mean the cost of the Services as agreed between the Bookmaker and the Client subject to clause 4 of this contract.

## 2. Acceptance

2.1 Any instructions received by the Bookmaker from the Client for the supply of Services and/or the Client's acceptance Services supplied by the Bookmaker shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Bookmaker.

2.4 None of the Bookmaker's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Bookmaker in writing nor is the Bookmaker bound by any such unauthorised statements.

2.5 The Client undertakes to give the Bookmaker not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).

## 3. Services

3.1 The Services are as described on the account, betting slip or any other work commencement forms as provided by the Bookmaker to the Client.

## 4. Price And Payment

4.1 The Price shall be the Bookmaker's current Price, at the date of delivery of the Services, according to the Bookmaker's current Price list.

4.2 Time for payment for the Services shall be due seven (7) days following the date of the Result Slip.

4.3 Payment will be made by direct credit, credit card cheque, or by bank cheque, or by any other method as agreed to between the Client and the Bookmaker.

## 5. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

5.1 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

## 6. Default & Consequences Of Default

6.1 The Bookmaker may charge interest on overdue accounts and shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.

6.2 If the Client defaults in payment of any account when due, the Client shall indemnify the Bookmaker from and against all the Bookmaker's costs and disbursements including on a solicitor and own client basis and in addition all of the Bookmaker's nominees costs of collection.

6.3 If any account remains unpaid at the end of the second month after supply of the Services or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

## 7. Security and Charge

7.1 Notwithstanding anything to the contrary contained herein or any other rights which the Bookmaker may have howsoever:

(a) Where the Client is the owner of land, realty or any other asset capable of being charged, the Client agrees to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Bookmaker or the Bookmaker's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client acknowledges and agrees that the Bookmaker (or the Bookmaker's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(b) Should the Bookmaker elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client shall indemnify the Bookmaker from and against all the Bookmaker's costs and disbursements including legal costs on a solicitor and own client basis.

(c) The Client hereby irrevocably nominates constitutes and appoints the Bookmaker or the Bookmaker's nominee as the Client's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Bookmaker and/or the Bookmaker's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Client in any land, realty or asset in favour of the Bookmaker and in the Client's name as may be necessary to secure the said Client's obligations and indebtedness to the Bookmaker and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Bookmaker's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

## 8. Cancellation

8.1 The Bookmaker may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. The Bookmaker shall not be liable for any loss or damage whatsoever arising from such cancellation.

## 9. Privacy Act 1988

9.1 The Client agrees for the Bookmaker to obtain from a credit-reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Bookmaker.

9.2 The Client agrees that the Bookmaker may exchange information about Client with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) To assess an application by Client;
- (b) To notify other credit providers of a default by the Client;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
- (d) To assess the credit worthiness of the Client.

9.3 The Client consents to the Bookmaker being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).

9.4 The Client agrees that Personal Data provided may be used and retained by the Bookmaker for the following purposes and for other purposes as shall be agreed between the Client and Bookmaker or required by law from time to time:

- (a) provision of Services;
- (b) marketing of Services by the Bookmaker, its agents or distributors in relation to the Services;
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.

9.5 The Bookmaker may give, information about the Client to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Client; and or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

## 10. General

10.1 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 impaired.

10.2 All Services supplied by the Bookmaker are subject to the laws of New South Wales and the Bookmaker takes no responsibility for changes in the law which affect the Services supplied.

10.3 The Bookmaker shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Bookmaker of these terms and conditions.

10.4 In the event of any breach of this contract by the Bookmaker the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Bookmaker exceed the Price of the Services.

10.5 The Bookmaker reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Bookmaker notifies the Client of such change.

#### 11. Direct Debit Agreement, Your rights and our commitments

11.1 When you register for direct debit you are authorising Classicbet to withdraw funds from your nominated account. These withdrawals will occur in line with the terms of your application

11.2 It is your responsibility to ensure that direct debit is available from your nominated account. If in doubt, check with your financial institution.

11.3 We will provide you with 14 days notice in writing, of any changes to the terms of this Form

11.4 If a payment due date falls on a weekend or public holiday, the withdrawal from your nominated account will occur on the next business day

11.5 You must ensure that you have sufficient funds in the nominated account on the payment due date. If there are insufficient funds, your financial institution may charge you a fee. We will contact you to arrange an alternative payment and may pass on additional processing costs

11.6 You are required to provide us with 3 days notice of any deferment, alternation, suspension, stoppage or cancellation of your direct debit arrangement. This can be done by writing to us, calling us or emailing us

11.7 If you believe a withdrawal has been processed incorrectly, contact us immediately. We will investigate the matter and where necessary credit your account within 10 business days

11.8 All your customer information you provide to us will be kept confidential, except for information required for your financial institution to initiate the withdrawal from your nominated account