

## SCHEDULE OF FEES

<b>Standard map</b> <i>(visual reference to distribution areas)</i>	\$40
<b>Targeted mapping</b> <i>(as above, with specific demographic characteristics)</i>	From \$220
<b>Store deliveries</b>	POA
<b>Campaign management service</b> <i>(administration associated with unique requirements)</i>	\$50
<b>Freight handling fee</b> <i>(stock receiving, loading and preparing for distribution)</i>	\$50
<b>Admin fee</b> <i>(loading job bookings into the network)</i>	\$30
<b>Minimum invoice value</b> <i>(the minimum amount for any SG invoice)</i>	\$400(inc. GST)
<b>Cancellation fee</b> <i>(10% if more than 7 days from distribution date, 25% if less than 7 days and can still be cancelled)</i>	10% +7 days notice 25% –7 days notice
<b>Booking adjustment fee</b> <i>(adjustments to any booking requested)</i>	10% +7 days notice 25% –7days notice
<b>Wave stock service</b> <i>(of distribution rate – applies to any stock that is partly distributed and stored for future distribution)</i>	+15% of distribution rate
<b>Overprint service</b> <i>(of distribution rate – applies to any job with differing features in the one distribution)</i>	+15% of distribution rate
<b>Storage service</b> <i>(per pallet or part thereof, per week)</i>	\$25 per week, per pallet or part thereof
<b>Bundling service</b> <i>(quote per job)</i>	POA
<b>Stock disposal service</b> <i>(quote per job)</i>	POA
<b>Late stock fee</b> <i>(of distribution rate – applies to any job where stock has been delivered after the times specified, but can be accommodated as an exception)</i>	+25% of distribution rate
<b>Late booking fee</b> <i>(applies to any job where the request has been received after the job booking deadlines, but can be accommodated as an exception)</i>	\$100

## LETTERBOX TERMS AND CONDITIONS

These Conditions of Contract set out below apply to all Services (as defined below) provided by Smooth Glass Pty Ltd (ABN 72 611 139 845) ("SG") trading as SG Fast Flyers and to all contracts for the purchase of Services from SG.

**Without limiting the specific provisions set out below, we draw to your attention the following key conditions upon which SG's Services are provided:**

- **Your Materials will be collated with the materials of other customers and be distributed in the course of SG's normal scheduled distributions.**
- **Your Materials will be distributed by independent contractors who are not directly supervised by SG. SG does not accept responsibility for any delays or incorrect or failed deliveries. SG does not guarantee that every household within the agreed distribution areas will receive materials at all, or all materials in a delivery bundle. Matters such as lack of unimpeded access, safety issues, inclement weather, "no advertising material" directions, full letterboxes, and incorrectly labelled quantities are just some of the factors that affect the household delivery rate.**
- **The household delivery rate is also affected by unallocated areas. That is, at any point in time, a particular area may not have a contractor assigned to it, and therefore, your materials may not be delivered in that area. Our charges are ALL INCLUSIVE and the fact that some areas may not be allocated does not entitle you to a refund to all or a part of the service or print charges, even if a particular area has been unallocated for a long period of time. Excess stock is not controlled and cannot be returned.**
- **You must ensure that your Materials are bundled and/or labelled in the manner specified by SG, including any maximum weight requirements, and delivered to SG within the time frames specified by SG.**
- **It is your responsibility to ensure that the Materials which you give to us to distribute or otherwise work with do not contain illegal or offensive content, do not infringe the rights of any third party and do not breach any law. SG reserves the right to reject any materials for distribution.**
- **In the case of the provision of print and design services it is your responsibility to check the proofs provided by SG to you before printing.**
- **Unless otherwise agreed in writing as a result of SG's credit approval process, SG requires payment of its charges before providing any services.**
- **SG does not guarantee the outcome of any marketing campaign of which the distribution of your Materials forms part.**
- **SG will not be liable or responsible for any loss or damage to your Materials. As with any delivery carrier, risk of loss or damage remains with you and you must insure your Materials.**

## DEFINITIONS

Where used in these Conditions of Contract:

"GST" means a goods and services tax imposed under the GST Law.

"GST Amount" means the amount of GST payable in respect of a Taxable Supply calculated by applying the appropriate rate of GST in accordance with the GST Law.

"GST Law" has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999, or, if the Act does not apply for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia, and any regulation made under the Act.

"Laws" means legislation, regulations, ordinances, codes, or standards.

"Materials" refers to any advertising, promotional or printed material, data, data files, or other information, material or goods provided by the Customer to SG for purposes of the Services.

"Personal Information" has the same meaning as in the Privacy Act 1988 (Cth) as amended from time to time.

"Pre-Print Materials" means any logos, images, copyrighted text and/or other data, files, information and intellectual property supplied by the Customer to SG for incorporation into any printed materials.

"Privacy Laws" refers to Privacy Act 1988 (Cth) as amended from time to time.

"Services" refers to the letterbox delivery, printing and/ or design services to be provided by SG as may be referred to and provided for in any accepted order or quotation and may include but not be limited to printing, wrapping, mail processing, distribution of Materials, delivery and ancillary services.

## **1. ACCEPTANCE OF ORDERS AND QUOTATIONS**

- 1.1 These terms and conditions apply to all orders for the provision of Services accepted by SG or quotations accepted by the Customer shall be subject to these Conditions of Contract.
- 1.2 SG may at any time and from time to time alter these Conditions of Contract and such altered Conditions of Contract shall apply to all orders accepted by SG or quotations issued by SG after notification by SG to the Customer of the revised Conditions of Contract.
- 1.3 SG is not bound by any variation to these Conditions of Contract unless recorded in writing and signed by a duly authorised Officer of SG. These Conditions of Contract shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by the Customer.
- 1.4 All quotations are valid only for a period of thirty (30) days and SG may, in its discretion, refuse any purported acceptance by the Customer which occurs after that time.
- 1.5 The Customer acknowledges that it does not rely on any representation made (if any) by or on behalf of SG in relation to the commercial value and benefit of Services provided by SG and relies entirely on its own enquiries and evaluations in relation to the commercial value and benefit of any such Services.

## **2. PERFORMANCE OF SERVICES**

- 2.1 The Customer acknowledges and accepts that SG may carry out Services for other customers at the same as providing Services to the Customer.
- 2.2 SG shall not be responsible for any loss or damage caused in whole or in part by any cause or circumstance whatsoever outside the reasonable control of SG.
- 2.3 SG may sub-contract the performance of part or all of its obligations to provide the Services.

## **3. LETTERBOX DISTRIBUTION SERVICES**

- 3.1 The Customer acknowledges and agrees that:
  - (a) Its Materials for distribution may be distributed together with and may be bundled with, materials of other customers of SG,
  - (b) SG does not guarantee full distribution of all Materials to all households within the agreed distribution areas, and accepts no liability for any failure to deliver to all households within agreed distribution areas. Factors beyond SG's control such as health and safety issues, hazardous conditions, adverse weather conditions, accessibility of letterboxes, signs on letterboxes and the independent nature of SG's distribution contractors may adversely affect distribution;
  - (c) At any given time, a particular agreed distribution area may not be fully covered, or covered at all, by SG's distribution network. Excess stock of distribution Materials is not controlled within SG's systems and therefore cannot be returned. SG reserves the right to recycle any such Materials. SG reserves the right to change the scope and size of distribution areas at any time; and,
  - (d) SG's dwelling counts by suburb or distribution area are estimates only, may not be accurate, and may change from time to time.
- 3.2 SG does not guarantee when delivery and distribution shall take place. The specific days and times of the provision of Services during the period allocated for the Services shall be at the absolute discretion of SG.
- 3.3 SG will not be liable for any delay, loss, omission or misplacement of Materials during its performance of the Services.
- 3.4 All Materials must be delivered to SG within the timeframes specified by SG, to the delivery address specified by SG, and in any event not less than five (5) working days before distribution is to commence. Any additional costs incurred by SG as a result of a failure to comply with this clause will be charged to and paid by the Customer.
- 3.5 Where any Materials are pre-delivered and awaiting distribution, a storage fee may be charged and must be paid by the Customer. Where any Materials are not removed from SG's premises within three (3) months of initial delivery to SG, SG may, at the Customer's cost, arrange for removal, destruction or disposal of such material as SG sees fit.
- 3.6 SG reserves the right to refuse, suspend or terminate the Services.

## 4. PRINT SERVICES

This section 4 applies to a design and/or print service forming the whole or part of the Services provided by SG.

- 4.1** Nothing herein conveys to either party any right, title, interest in the other party's pre-existing intellectual property. All intellectual property rights created by or arising out of the performance of the Services by SG will vest in SG. Upon payment of fees due and owing in respect of the relevant Services, SG grants to the Customer a perpetual and royalty free license to use the same for the purposes of enjoyment of the benefit of the Services. .
- 4.2** In creating printed materials for the Customer SG will submit to the Customer for approval, prior to publishing, distributing or issuing those printed materials, a draft of those printed materials ("Proof"). The Customer must promptly review, check and verify the design and content of the Proof. The Customer releases SG from and against all liabilities, loss, damage, demands, claims, costs and expenses caused by any inaccuracy or other defect in the printed materials which were present in the Proof reviewed by the Customer. The Customer indemnifies SG and its employees, agents and contractors against all liabilities, loss, damages, demands, claims, costs and expenses incurred by them as a result of the publication, distribution or issuing of the printed materials including any reliance placed by any person on their contents.

## 5. CANCELLATION OF SERVICES

- 5.1** An order for the provision of Services may not be cancelled, except where the prior written consent of SG is obtained.
- 5.2** Where this consent is granted, and an order is cancelled more than seven (7) days prior to the commencement of the provision of Services (or where relevant, part thereof) a cancellation fee of 10% of the agreed or quoted price in respect of the cancelled Services shall be payable by the Customer in addition to fees due and owing for Services provided prior to the relevant cancellation. This cancellation fee is a genuine pre-estimate of damages incurred by SG,
- 5.3** Where this consent is granted and an order is cancelled less than seven (7) days prior to the commencement of the provision of Services (or where relevant, part thereof) a cancellation fee of 25% of the agreed or quoted price in respect of the cancelled Services shall be payable by the Customer, in addition to fees due and owing for Services provided prior to the relevant cancellation. This cancellation fee is not a penalty but is a genuine pre-estimate of damages incurred by SG.

## 6. RISK IN CUSTOMER MATERIALS

- 6.1** Notwithstanding delivery of Materials by the Customer to SG all risk in the Materials shall remain with the Customer. Without limiting the generality of the foregoing, SG is not responsible for any loss of or damage to Materials which are delivered outside of the timeframes specified by SG, and/ or, to a SG delivery address which is not the address specified by SG.

## 7. RECEIPT OF MATERIALS

- 7.1** SG reserves the right to reject defective or otherwise unsuitable Materials, including without limitation Materials which in SG's opinion breach any Laws or have unacceptable risks or hazards associated with distribution, without liability to the Customer. Where Materials are rejected by SG, and without limiting any other remedies available to SG, any additional costs incurred by SG as a result will be charged to and paid by the Customer, including delivery, storage and disposal costs.
- 7.2** The Customer must ensure that:-
- (a) All Materials are counted and bundled in such a manner to ensure safe and efficient handling for distribution by SG and otherwise in accordance with SG's specifications. SG will not verify material counting and relies on the Customer's representations as to counting. Where there is an error some targeted households may not receive the relevant Material.
  - (b) The contents and quantity of each container or package of Materials are accurately and legibly described on the outside of each such container, and clearly identify any differences between contents, including without limitation, identifying where there are different versions of similar Materials. SG will not inspect and verify package contents.
  - (c) All Materials delivered to SG are accompanied by a delivery docket showing the Customer's name, weight, description (including an adequate description if there are differing versions of similar Materials delivered) and quantity of material and contract number.
- 7.3** Where the Customer does not comply with Clause 7.2, and without limiting any other remedies available to SG, any additional costs and liability incurred by SG as a result will be charged to and paid by the Customer.

## **8. PAYMENT TERMS, TAXES AND GST**

- 8.1** Save for defined terms in this Agreement, capitalised expressions set out in this clause have the same meanings as those expressions in the GST Law.
- 8.2** Unless otherwise expressly indicated, all amounts relating to a Taxable Supply quoted by SG or stated in this Agreement represent the Value of the Taxable Supply and do not include the GST Amount.
- 8.3** Where a Taxable Supply is made by SG to the Customer, the Customer will pay to SG the GST Amount applicable to that Taxable Supply in addition to any other amount payable under this Agreement in respect of that Taxable Supply (including but not limited to the Service Fee). Unless otherwise specified in writing by SG, the Customer will pay the GST Amount concurrently with the payment of the earliest of any other amount payable in respect of the Taxable Supply.
- 8.4** SG will provide the Customer with a Tax Invoice in a form which complies with the GST Law before any GST Amount is payable.
- 8.5** Any reference in this Agreement to a cost or expense which is to be reimbursed by the Customer to SG excludes any amount in respect of GST forming part of the cost or expense when incurred by SG for which SG can claim an Input Tax Credit provided that nothing in this clause will prevent SG from charging the GST Amount to the Customer in respect of a Taxable Supply for which the cost or expense is Consideration.
- 8.6** In the event of an increase in the costs of providing the services caused by circumstances outside of the reasonable control of SG, including the imposition of a new direct or indirect tax or impost or levy, and other legislative changes SG reserves the right to review and vary its pricing. SG will increase its freight rates at least annually.
- 8.7** All prices, fees and charges set out in this Agreement are exclusive of all indirect taxes (including but not limited to sales tax, goods and services tax and similar consumption and value-added taxes) and other governmental charges. SG will separately itemise all such taxes and governmental charges in its invoices and the Customer will pay to SG all such taxes and governmental charges at the same time as the prices, fees or charges to which they relate are payable.
- 8.8** Payment of the quoted price is required in the time specified in SG's quotation or as otherwise specified in writing by SG or if the time for payment is not so specified, then the Customer will make payment within seven (7) days from the date of SG's invoice. All accounts are to be settled in full. Credit facilities may only continue if payment is maintained in accordance with SG's trading terms.
- 8.9** Should the Customer default in making any payment in accordance with SG's trading terms, then all monies due to SG shall immediately become due and payable. SG shall be entitled to charge interest at the rate of 1.5% per calendar month on all overdue amounts from the due date for payment until the date of actual payment. Any expense and/or costs or disbursements incurred by SG in recovering any outstanding monies including debt collection agency fees and legal costs on a solicitor client basis shall be paid by the Customer. SG may revoke the provision of credit to the Customer at any time.
- 8.10** As long as any moneys on any account whatsoever remain outstanding to SG, SG shall be entitled to claim a possessory lien over any materials belonging to the Customer that are in the possession of or come into the possession of SG.

## **9. WARRANTIES AND INDEMNITIES**

- 9.1** These Conditions of Contract do not exclude, restrict or modify the application of any provisions of any Commonwealth, State or Territorial Law which by law cannot be excluded, restricted or modified and should any of these conditions be held to so exclude, restrict or modify then those conditions shall be deemed to be severed from these Conditions of Contract.
- 9.2** Subject to clause 9.1, SG's liability for any loss or damage arising from or relating to the provision of the Services, including negligence, shall be limited at SG's discretion to one of the following:
- (a) payment of the cost of supplying the relevant Services in respect of which the loss or damage arose; or
  - (b) supplying the Services again.
- In no event will SG have any liability to the Customer arising out of or relating to the Services, for any indirect or consequential loss or damage, loss of profits, loss of business, loss of goodwill, the costs of replacing any Materials, or the production and printing costs of the Materials.
- 9.3** The Customer warrants that any and all Materials and Pre-Print Materials:
- (a) do not contain any matter which is obscene, defamatory, or illegal or which infringes any copyright, trade mark or other intellectual property right;
  - (b) are accurate and up-to-date;
  - (c) can be used in providing of the Services without contravening any Law or the rights of any third party; and
- 9.4** Without limiting any other right or remedy available to it, SG may reject any Materials, Pre-Print Materials or an order for Services which fails to comply with the Customer's warranty in clause 8.3.
- 9.5** The Customer will and does indemnify SG its servants and agents against all liability, claims, actions, proceedings, losses, damage, costs and expenses incurred by SG arising out of or relating to any breach by the Customer of its obligations in these Conditions of Contract, any breach of warranty by the Customer, the content of the Materials and Pre-Print Materials, and any negligent or wrongful or unlawful act or omission on the part of the Customer, its

employees or agents.

## 10. PRIVACY

**10.1** Subject to clause 10.3 below, if SG is provided with, or has access to Personal Information) in connection with the Services, it must comply with the Privacy Act in respect of that Personal Information.

**10.2** The Customer:

- (a) will do all things necessary, including but not limited to: (i) obtaining all appropriate consents from individuals; (ii) providing notifications to individuals; and (iii) maintaining accurate, up to date and complete records; to ensure that the Personal Information (and any changes made to any of them) provided by or on behalf of the Customer to SG at any time, and their use by SG in the provision of the Services as contemplated by these Conditions of Contract, will not give rise to any contravention of the Privacy Act.
- (b) acknowledges and agrees that except as may be required by these Conditions of Contract, SG is not required to take steps to ensure that any Personal Information provided by or on behalf of the Customer to SG has been collected in accordance with the Privacy Act;
- (c) will do all things reasonably requested by SG to assist SG to comply with the Privacy Act in the course of its provision of the Services under these Conditions of Contract including:
- (d) assisting SG in the updating of an individual's records in circumstances where an individual elects to "opt out" and not receive direct marketing materials and services;
- (e) providing SG with access to information held by the Customer in respect of an individual when the individual makes a request for such access; and
- (f) providing SG with the policies and procedures the Customer has put into effect pursuant to the Privacy Act if requested to do so.
- (g) where SG collects Personal Information in the name of or on behalf of the Customer, will provide to SG such collection statements, scripts for use, privacy policies and other materials necessary to ensure compliance with the Privacy Act in the collection of such Personal Information; and
- (h) acknowledges and agrees that where SG is authorized or required by the Customer to collect or otherwise deal with Personal Information in the name of or on behalf of the Customer in connection with providing the Services, that SG does so as agent for the Customer;

**10.3** The Customer acknowledges and agrees that SG's privacy policy available at <http://www.SGfastflyers.com.au> will apply to these Conditions of Contract.

## 11. GOVERNING LAW

These Conditions of Contract shall be construed according to the laws of Queensland, and the parties submit to the jurisdiction of the courts of that state.

## 12. CREDIT REPORTING CONSENTS

Each Customer who is an individual and, in the case of a corporate Customer, each individual director of that corporate Customer acknowledges and agrees that:

- (a) Personal Information about the individual (including credit-related personal information) may be disclosed to or acquired from a credit reporting body by SG from time to time, to assess the Customer's application for and/or ongoing suitability for commercial credit
- (b) the information that SG may disclose to a credit reporting body includes the individual's name, driver's licence number and date of birth and the information that SG may acquire from a credit reporting body includes credit reporting information about the individual such as payment defaults, including in relation to consumer credit; and
- (c) SG may receive from any other credit provider or disclose to any other credit provider any credit-related personal information (including credit eligibility information) for the purposes of assessing the individual's credit worthiness,

In this consent, "credit-related personal information" means one or more of "credit information", "credit eligibility information", "credit reporting information" or "regulated information", as those terms are defined in the Privacy Act 1988 (Cth).

In the case of a corporate Customer, the Customer hereby authorises and unconditionally consents to SG obtaining from a credit reporting body or other person or company, information and/or reports concerning the Customer from time to time during the continuance of its credit account to assist SG in deciding whether to grant credit or to continue to grant credit to the Customer or for collecting overdue payments in respect of commercial credit applied for or provided to it.