



CAIRNS NATURAL SPRING WATER

PO BOX 505E EARLVILLE QLD 4870 P: 07 4033 2454 F: 07 4033 5810

E: accounts@cairnsnaturalspringwater.com.au

W: www.cairnsnaturalspringwater.com.au

CUSTOMER INFORMATION FORM

ENQUIRY DATE _____ DELIVERY COMMENCEMENT DATE _____

CUSTOMER/COMPANY NAME: _____ ABN: _____

CONTACT NAME: _____ OPERATING HOURS: MON-FRI _____ SAT _____

DELIVERY ADDRESS: _____ SUBURB: _____ P/C _____

POSTAL ADDRESS: _____ SUBURB: _____ P/C _____

TELEPHONE: _____ MOBILE: _____ FAX: _____

E-MAIL ADDRESS: _____ DRIVERS LICENCE NO. _____

DELIVERY DETAILS/SPECIAL ARRANGEMENTS: _____

HOW DID YOU HEAR ABOUT US? _____

ACCOUNT DETAILS: *Please Tick Box* COD MONTHLY ACCOUNT

MONTHLY ACCOUNT PAYMENT METHOD WILL BE: *Please Tick Box* DIRECT DEPOSIT VISA/M'CARD CHEQUE

MONTHLY ACCOUNTS ARE PAYABLE WITHIN 30 DAYS FROM ENDOF MONTH. **NOTE: FIRST INVOICE DUE ON DELIVERY**

PLEASE TICK ALL APPLICABLE ITEMS: I HAVE MY OWN CHILLER OWN WELL

CNSW PRODUCTS AVAILABLE:

RENTAL TERMS AVAILABLE: YEARLY \$110 INCL GST 6 MONTHLY \$99 INCL GST MONTHLY \$22 INCL GST

***** IF YOU CHOOSE TO TAKE THE YEARLY RENTAL OPTION THERE ARE NO REFUNDS IF YOU CANCEL WITHIN THE YEAR *****

ITEMS AVAILABLE FOR RENT: RENTAL HOT/COLD CHILLER RENTAL COOL/COLD CHILLER

ITEMS AVAILABLE TO PURCHASE: WELL \$44.00 INCL GST HOT/COLD CHILLER \$473.00 INCL GST

COOL/COLD CHILLER \$418.00 INCL GST CUPS (1000ctn) \$37.40 INCL GST

BOTTLED WATER (NO GST): 15 LT \$12.50 600ML X 24 CARTON \$14.00 1.5 LT X 12 CARTON \$14.00

All above prices include free delivery within the area of Cairns, Port Douglas, Mossman, Cardwell, Innisfail and Kuranda

- All Bottles and Chillers remain the property of Cairns Natural Spring Water. *Exception: units purchased outright by customer.*
- Chillers are to be kept in an undamaged condition and at the address originally quoted for delivery.
- If you are changing your address, Cairns Natural Spring Water must be contacted prior to moving your chiller.
- Any chiller damaged, lost or stolen will be charged to the customer's account at a rate of \$418.00 C/C and \$473.00 H/C.
- Any bottle damaged, lost or stolen will be charged to the customer's account at a rate of \$27.50.
- Cairns Natural Spring water reserves the right to review and alter all rates charged regularly, Customers will be give advance notice of any price increases.

I have truthfully provided the above information. I have read and agree to the above conditions.

Name: _____ Signature: _____ Date: ___/___/201__



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Terms & Conditions

1. **AGREEMENT:** This agreement between the Customer ("Customer") and Cairns Natural Spring Water / Champion Cooling & Filtration ("CNSW") is to set out terms and conditions under which equipment and products may be supplied and purchases made from time to time.
2. **COMMENCEMENT DATE:** The commencement date is the date of the first delivery of the bottle/s, water chiller/s, bottle rack/s and any additional equipment ("the Equipment") supplied to the Customer by CNSW.
3. **TERM:**
 - a. This agreement continues for the Minimum Term as stated on the first invoice (the "Invoice"). After this term the agreement can be terminated by either party with thirty (30) days written notice. No refund will be paid if the contract is cancelled during the Agreement period.
 - b. The Customer may end the Agreement during the Minimum Term but must pay: all outstanding invoices, overdue interest charges, debt collection fees, dishonour fees, and Equipment pick up fees (the "Charges").
4. **OWNERSHIP:** The Customer acknowledges that the ownership of the Equipment is retained by CNSW. CNSW shall have the right to remove the Equipment in the event the Customer fails to abide by the terms and conditions of this agreement, or becomes bankrupt, insolvent, is wound-up or discontinues operation. The above shall be in addition to the right of CNSW to demand immediate payment of the balance of the consideration due from the Customer.
5. **EXCLUSIVE USAGE:** The Customer agrees that the Equipment shall be used for the sole purpose of dispensing bottled spring water supplied by CNSW.
6. **SERVICE AND REPAIRS:**
 - a. CNSW provides 12 months full warranty on purchased.
 - b. CNSW provides full warranty on rented Equipment and will perform without charge, all repairs necessary to keep the Equipment in good operating condition or, at its discretion, to replace it with equivalent Equipment.
 - c. The Customer agrees to maintain the Equipment in clean and hygienic conditions and to exercise due care to protect the Equipment, and acknowledges they shall be responsible for the cost of repair or replacement as a result of extraordinary wear and tear, alteration or tampering with the merchandise parts, misuse, negligence, theft, loss or damage.
 - d. Regular cleaning of the Equipment is the responsibility of the Customer; however CNSW reserves the right to exchange the Equipment at any time if CNSW considers it to be faulty or in a state of disrepair.
7. **MOVING:** The Customer agrees they shall not remove the Equipment from the premises where it is initially installed (or subsequently moved to under the provisions of this section) without first notifying CNSW, and only after receiving approval from CNSW.
8. **LOST OR DAMAGED EQUIPMENT:** In the event of the Equipment being lost or damaged by the Customer it is agreed that the Customer will reimburse CNSW in full for the repair or replacement of the Equipment. CNSW reserves the right to charge for lost bottles.
9. **PAYMENT TERMS:**
 - a. Initial payment can be made by credit card, cheque or cash on installation, unless CNSW has agreed to other payment arrangements. Invoices thereafter are payable as follows: Residential Customers are required to pay by Cash, Credit card or direct deposit within fourteen (14) days of the invoice date. Business Customers within thirty (30) days of invoice date or as per arranged trading terms.
 - b. The Customer agrees all payments received will be allocated as per invoice number specified by the Customer or alternatively as CNSW chooses.
10. **OVERDUE PAYMENTS:**
 - a. The Customer agrees that any payments dishonoured or reversed by the Customer's bank (made by cheque, direct deposit or credit card) will be reimbursed by the Customer to CNSW including all fees the Customer's Bank charges CNSW plus reasonable administration charges.
 - b. The Customer agrees that any costs or disbursements incurred by CNSW in recovering outstanding monies including Equipment pick up fees, debt collection agency fees, solicitor's costs plus overdue interest charges calculated daily from the due date and applied at 20% per annum, shall be paid by the Customer.
11. **PRICING:**
 - a. The Customer agrees to pay for the Equipment and products delivered by CNSW on a monthly basis, including GST where applicable, at the price specified on the initial delivery invoice, or at the revised price specified by CNSW according to clause 11(c).
 - b. The Customer agrees that the Equipment charge is payable in advance and non-refundable. However if the agreement is cancelled within 14 days the Equipment payment will be refunded.
 - c. CNSW reserves the right to adjust the price of the Equipment and products delivered by CNSW by giving reasonable notice to the Customer
12. **AGREEMENT TO OBTAIN CERTAIN INFORMATION:**
 - a. The Customer consents to CNSW using and disclosing, its personal information for the express purposes of accepting, processing and fulfilling its requirements, notifying it of its order status, for product research and development, to assist the company to improve customer services, and allow CNSW to market services of its partners.
 - b. The Customer may notify CNSW at any time if the Customer does not wish to continue receiving marketing information from CNSW.
 - c. CNSW will not disclose Customer's personal information to any person unless it is: (i) Required or authorised by law; OR (ii) To a contracted mailing house or to another organisation providing services to CNSW bound by confidentiality agreements OR (iii) to an entity that acquires the business or assets of CNSW
 - d. The Customer agrees that CNSW may exchange information with those credit providers named in the application or named in a consumer credit report issued by a credit reporting agency for the following purposes. --- Notice of disclosure of your information to a credit reporting agency. (section 18(e)(1) Privacy Act 1988)
 - e. CNSW may give information about the Customer to a credit reporting agency, for the following purposes to: (1) Obtain a consumer credit report about the Customer, and OR (2) Allow the credit reporting agency to create maintain a credit information file containing information about the Customer.
 - f. The information provided is limited to: (1) Identity particulars – Customer's name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number; and (2) Customer's application for credit or commercial credit – the fact that you have applied for credit and the amount; and (3) The fact that [name of credit provider] is a current credit provider to the Customer; and (4) Repayments which are overdue by more than 60 days, and for which debt collection action has started; and (5) Advice that the Customer's repayments are no longer overdue in respect of any default that has been listed; and (6) Information that, in the opinion of CNSW, the Customer has committed a serious credit infringement (that is, fraudulent or shown intention not to comply with your credit obligations); and (7) Dishonoured cheques - cheques drawn by the Customer for \$100 or more which have been dishonoured more than once; and (8) That credit provided to the Customer by CNSW has been paid or otherwise discharged
 - g. The information exchanged can include anything about the Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.
 - h. The Customer is able to access personal information maintained by CNSW. There shall be no fee to apply for access.
13. **DELIVERY:**
 - a. CNSW will deliver the Equipment and products to the Customer's nominated premises on the first delivery and thereafter will deliver products on a scheduled weekly, fortnightly, or monthly delivery cycle based on the Customer's needs and according to a delivery calendar supplied by CNSW.
 - b. In the event that the Customer requires extra deliveries over and above their scheduled delivery service then CNSW shall notify the Customer in advance of any such delivery fee and it shall be detailed on the delivery invoice.
 - c. CNSW reserves the right to charge, and the Customer agrees to pay, a reasonable fuel surcharge on all deliveries based on market increases to the price of fuel. CNSW shall notify the Customer in advance of any such fuel surcharge and it shall be detailed on the delivery invoice.
 - d. The Customer agrees to use their best endeavours to have their empty bottles available for collection on their scheduled delivery day, and acknowledges that in the absence of empty bottles or specific instructions that CNSW may deliver the Customer's normal bottle requirements by way of default.
 - e. The Customer agrees to provide CNSW's representative with reasonable and safe access to their premises to allow the efficient delivery of Equipment and products.

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Name: _____ Signature: _____ Date: ____/____/201_