

3. BUSINESS NAME:
CONTACT NAME:
EMAIL:

THE APPLICANT CERTIFIES THAT:

1. The above specified details are true, correct and complete in all material respects
2. The General Conditions overleaf have been read and their contents understood, and
3. Agrees to be bound by their terms.

The parties acknowledge and affirm that this Agreement contains all the terms agreed between then regarding the subject matter of the Agreement, supersedes any prior agreement and no representation, undertaking or promise shall be relied upon except as set forth in the Agreement.

NAME & POSITION OF APPLICANT:
SIGNATURE: DATE:

DIRECTOR'S PERSONAL GUARANTEE:

In the case of a company, the following personal guarantee is requires.

In consideration of the Town of Port Hedland granting credit to the company's name in the application, I/We the director(s) of the company agree to be individually responsible for the payment of all monies now or at any time due and remaining unpaid by said company.

NAME OF DIRECTOR:
SIGNATURE OF DIRECTOR:
SIGNED IN THE PRESENCE OF:
(Witness)
SIGNATURE OF WITNESS:

NAME OF DIRECTOR:
SIGNATURE OF DIRECTOR:
SIGNED IN THE PRESENCE OF:
(Witness)
SIGNATURE OF WITNESS:

GENERAL CONDITIONS:

The Town of Port Hedland agrees to provide and the purchasers agree to order services in accordance with the details of the General Conditions below:

1. Definitions – In this Agreement

“the Service Provider” means “Town of Port Hedland”

“the Purchaser” means the applicant, firm or company identified overleaf

“the Services” means the Service Providers range of services.

2. Fees and Charges

2.1 Fees and Charges are in accordance with the service providers schedule of fees and charges which form part of the annual budget.

2.2 Interest is charged on outstanding balances of 8.00% p.a.

3. Terms of Payment

3.1 Where the Purchaser has a Credit Account, unless the Purchaser is otherwise notified by the Service Provider, **the Services performed must be paid in full thirty (30) days from the date of invoice.** The Service Provider reserves the right at any time to vary the period of credit on fourteen (14) days prior written notice to the Purchaser.

3.2 Where the Purchaser has a Credit Account, and is overdue with any payment the Service Provider reserves the right to change to Purchaser to pay via Eftpos on delivery.

3.3 Where the Purchaser has a Eftpos on delivery Account, the Services provided must be paid in full before or at the time the Services to be provided to the Purchaser are to commence.

3.4 The Purchaser shall have no right to set-off in respect of any claims against the Service Provider

3.5 Any expenses, costs or disbursements incurred by the Service Provider in recovering any outstanding monies, including debt collection agency fees and solicitors costs, shall be paid by the Purchaser, providing that those fees do not exceed the scale of charges as charged by that debt collection agency/solicitor.

3.6 Legal action initiated by the Service Provider against the Purchaser, arising from non-payment of account for any reason whatsoever, shall be commenced in the Courts of Western Australia and shall remain in the Courts of Western Australia until judgement where after the Service Provider may transfer such judgement to another state of Australia or county.

4. Delivery

4.1 The Service Provider shall use all reasonable endeavours to meet the Purchasers requested service completion dates but the Service Provider shall not be liable to the Purchaser for any loss or damage whatsoever should it be delayed or prevented from completing the Service beyond its control.

5. Cancellation and Return

5.1 The Service Provider reserves the right to immediately cancel any order or suspend Services being provided without incurring any liability to the Purchaser if the Purchaser is

in default of payment or if the Purchaser becomes bankrupt, enters into liquidation, makes a composition with its creditors, has received or manager appointed of whole or any part of its assets or business or takes or suffers any similar action in consequence of debt.

6. Privacy

- 6.1 The Purchaser acknowledges that the Town of Port Hedland collects only information required to adequately conduct business and, that in accordance with the Privacy Act 1998, information contained in this application is permitted to be kept on a credit information file and may be disclosed to credit reporting agencies.

7. General

- 7.1 Failure to endorse any term of this Agreement does not constitute a waiver and shall in no way affect the right to later enforce it.
- 7.2 The validity or unenforceability of any terms of this Agreement shall in no way affect the remaining items.
- 7.3 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement.
- 7.4 These conditions and any further terms are governed by and are to be interpreted in accordance with the laws and by mutual consent to be subject to the jurisdiction of the Courts of Western Australia.
- 7.5 Any legal proceedings against the Service Provider shall be brought in the State of Western Australia.
- 7.6 All invoicing queries/disputes must be placed in writing and forwarded to PO Box 41, PORT HEDLAND WA 6721 or council@porthedland.wa.gov.au
- 7.7 All South Hedland Landfill Facility accounts shall provide the Town of Port Hedland with a list of authorised vehicle registration numbers and it shall be the Purchaser's responsibility to notify of any changes. Any vehicles not included on this list will be considered Eftpos on delivery Accounts.



LANDFILL VEHICLE REGISTRATION FORM

Please note that it is the responsibility of the business to notify the Town of Port Hedland of any changes to the below details. Changes can be emailed to council@porthedland.wa.gov.au

BUSINESS NAME:

CONTACT NAME:

CONTACT NUMBER:

VEHICLE REGISTRATION NUMBER:

If more than ten (10) vehicles, please complete additional form