



A LARGER PRINT SIZE VERSION OF THESE TERMS & CONDITIONS IS AVAILABLE ON REQUEST

Let's Play Games agrees to supply the Goods requested by the Customer on the terms and conditions set out below. Words in **ITALICS** are defined at clause 26.1 below.

1. Quotations, Orders, Acceptance & Contracts

- 1.1 Clauses 5.2, 5.8, 15.2, 19.3(c), 21.1, 23.1 and 24.1 shall apply to the Agreement unless or to the extent the Quotation or Order expressly specifies otherwise.
- 1.2 The Customer acknowledges that the submission of a Quotation by Let's Play Games is not an offer the acceptance of which will give rise to a contract.
- 1.3 Subject to Clause 1.4 by signing and returning the Order to Let's Play Games, the Customer offers to enter into an Agreement with Let's Play Games in accordance with the Contract Documents.
- 1.4 The Customer shall be deemed to have accepted these terms and conditions and the Quotation and entered into an agreement with Let's Play Games if the Customer:
 - (a) gives Let's Play Games instructions to supply the Goods after receiving the Quotation, or
 - (b) verbally accepts the Quotation.
- 1.5 Notwithstanding Clause 1.4, Let's Play Games may insist on the Customer accepting the Quotation and these terms and conditions in writing by signing the Order or another form of written acceptance.
- 1.6 An Agreement made in accordance with Clauses 1.3 and 1.4 will be wholly documented by (in descending order of precedence) the Quotation, any specific terms agreed in writing and set out in the Order and these terms and conditions, which documents shall constitute the entire Agreement and will supersede all prior negotiations, proposals and correspondence between the parties.
- 1.7 Despite the Customer at any time providing, referring to, submitting or otherwise using or purporting to use any standard form terms and conditions other than these terms and conditions, such terms and conditions will not form part of, or be incorporated into, the Agreement.

2. Supply of Goods

- 2.1 Let's Play Games shall supply the Goods in accordance with the Agreement. The Customer and Let's Play Games agree that the items referred to as Exclusions in the Quotation, if any, are excluded from the Agreement.
- 2.2 Let's Play Games shall not be required to supply the Goods until the Customer has paid the Deposit, if any, in accordance with clause 3.3.

3. Contract Price & Deposit

- 3.1 The Customer shall pay to Let's Play Games the Contract Price and other money that becomes payable under the Agreement (without any set off) in the manner and at the times stated in the Agreement.
- 3.2 The Deposit shall be the greater of the amount stated in the Quotation, if any, and 30% of the Contract Price.
- 3.3 The Customer shall pay to Let's Play Games the deposit specified in the Quotation, if any, within two (2) Business days of the Order being accepted by Let's Play Games.

4. Accuracy of Contract Documents

- 4.1 All Contract Documents, including any Variations, are taken to form part of the Agreement.
- 4.2 If either party becomes aware of any error, ambiguity or inconsistency in or between the Contract Documents, or any detail not being given, that party shall give the other party written notice detailing the problem. The Customer must within two (2) Business Days of receiving a notice or becoming aware of a problem, give written instructions as to how Let's Play Games is to proceed with the supply of the Goods.
- 4.3 In the event that the Customer refuses or fails to give written instructions to Let's Play Games within two (2) Business Days of a notice pursuant to Clause 4.2, the Customer authorises Let's Play Games to determine the required detail necessary to resolve the error, ambiguity or inconsistency, however, Let's Play Games shall not be obliged to act under that authority.

5. Delivery & Inspection of Goods

- 5.1 Delivery of the Goods is taken to occur when:
 - (a) Let's Play Games or Let's Play Games' nominated carrier delivers the Goods to the address or third party nominated by the Customer even if the Customer is not present at the address, or
 - (b) the Customer or its nominated carrier takes possession of the Goods.
- 5.2 The cost of delivery is payable by the Customer in addition to the Contract Price, unless the Contract Price already includes an amount for delivery fees.
- 5.3 Let's Play Games shall make reasonable efforts to deliver the Goods to the Customer or its designated agent in accordance with any agreement between the parties, or in the absence of any specific agreement, within a reasonable time, but shall not be liable for:
 - (a) any failure to deliver or delay in delivering the Goods for any reason,
 - (b) any damage or loss due to unloading or packaging (unless risk in the Goods had not passed to the Customer at the relevant time), or
 - (c) any damage to property caused upon entering premises to deliver the Goods, unless caused by Let's Play Games' negligent act or omission.
- 5.4 The Customer shall accept delivery of the Goods even if late. In the event that the Customer fails to take delivery of the Goods at the time of delivery the Customer shall reimburse Let's Play Games for any costs incurred by the failure and Let's Play Games shall be entitled to charge a reasonable fee for redelivery and/or storage of the Goods.
- 5.5 The Customer must inspect the Goods on delivery. The Customer must notify Let's Play Games in writing within seven (7) days of delivery setting out full details of all relevant matters if:
 - (a) the Goods are damaged, faulty or defective in any,
 - (b) the Goods do not comply with any description by which they were sold and/or specified to in the Quotation, or
 - (c) there is any discrepancy in quantity.
- 5.6 The Customer must notify Let's Play Games in writing of any other defect in the Goods as soon as reasonably possible after any such defect becomes apparent.
- 5.7 Where a notice is given under clauses 5.5 or 5.6 the Customer shall allow Let's Play Games to inspect the Goods.
- 5.8 Notwithstanding any other clause, where the Goods or any part of the Goods are second hand, Let's Play Games makes no warranty in relation to the quality or suitability of the second hand Goods for any purpose and the Customer:
 - (a) acknowledges that it has had a reasonable opportunity to inspect the second hand Goods prior to delivery, and
 - (b) accepts the second hand Goods with any faults, damage and/or missing parts or components.

6. Passing of Risk

- 6.1 The risk in the Goods will pass to the Customer upon the earlier of:
 - (a) the delivery of the Goods to the Customer or its agent (including all risks associated with unloading), and
 - (b) the passing of title to the Goods to the Customer.
- 6.2 Notwithstanding clause 6.1, if the Customer directs Let's Play Games to deliver the Goods to an unattended location the Goods shall be left at the Customer's sole risk and responsibility. In the event that such Goods are lost, damaged or destroyed the replacement of the Goods shall be at the Customer's expense.
- 6.3 Where Let's Play Games retains ownership pursuant to clause 7 of Goods in respect of which risk has passed to the Customer, the Customer must maintain adequate insurance in relation to the Goods and provide evidence of such insurance to Let's Play Games on request.

7. Retention of Title

- 7.1 Notwithstanding the delivery of Goods, until the Customer has paid all monies payable to Let's Play Games under the Agreement in cleared funds:
 - (a) the legal and equitable title to the Goods will remain with Let's Play Games,
 - (b) a fiduciary relationship will exist between the Customer and Let's Play Games, and
 - (c) the Customer agrees to hold the Goods as bailee for Let's Play Games and keep the Goods separate and in good condition.
- 7.2 Until ownership of the Goods passes to the Customer:
 - (a) the Customer shall not charge or grant any encumbrance over the Goods,
 - (b) the Customer must return the Goods to Let's Play Games on request, and
 - (c) Let's Play Games may without demand retake possession of the Goods.
- 7.3 For the purposes of recovering possession of the Goods and without limiting the generality of this clause 7, the Customer irrevocably authorises and licenses Let's Play Games and its servants and agents to enter any premises where Let's Play Games believes the Goods may be stored and to take possession of the Goods. The Customer shall indemnify Let's Play Games from any claims made by any third party as a result of such exercise.

8. Invoicing

- 8.1 Let's Play Games may issue an invoice in respect of Goods supplied by Let's Play Games:
 - (a) on or after the dates, periods or milestones specified in the Quotation, if any,
 - (b) on or after the date of delivery of the Goods or any part of the Goods, and
 - (c) every seven (7) days.
- 8.2 Let's Play Games may serve an invoice on the Customer by any method that it is entitled to give notice under the Agreement.
- 8.3 The Customer must pay the Contract Price progressively as claimed by Let's Play Games within 30 days, or such other period as specified in the Quotation, of service of an invoice on the Customer.

9. Variations

- 9.1 A Variation occurs if:
 - (a) the Agreement deems a Variation,
 - (b) the Customer requests Let's Play Games to perform a Variation and subsequently Let's Play Games performs the Variation in accordance with the Customer's direction, or
 - (c) the Customer and Let's Play Games agree in writing to a Variation, including Agreement as to the price of the Variation.
- 9.2 There shall be a deemed Variation if after the Agreement is made a statutory or other Authority introduces or increases any tax, charge, levy or other regulation or any requirement that affects the supply of the Goods.
- 9.3 The price of a Variation is payable 30 days from the date of an invoice being served.

10. Acknowledgement of Possible Delays

- 10.1 The Customer acknowledges that completion of the supply of Goods may be suspended by Let's Play Games pursuant to clause 11 or delayed by any cause beyond the control of Let's Play Games including: (a) a Variation or a request by the Customer for a Variation; (b) an act of God, fire, explosion, earthquake or civil commotion; (c) an industrial dispute; (d) anything done or not done by the Customer; or (g) the delay in the supply of the Goods from Let's Play Games' supplier.
- 10.2 Let's Play Games shall not be liable for the failure to supply the Goods to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by Let's Play Games because of a circumstance referred to in clause 10.1 or otherwise.
- 10.3 Where the costs of supply of Goods has increased due to any delay beyond the control of Let's Play Games, there shall be a deemed Variation and Let's Play Games shall be entitled to a reasonable increase in the Contract Price.

11. Suspension

- 11.1 If the Customer is in breach of the Agreement Let's Play Games may suspend the supply of the Goods and must promptly give to the Customer written notice of the suspension and details of the breach.
- 11.2 Let's Play Games must recommence the supply of the Goods within a reasonable time after the Customer remedies the breach and gives Let's Play Games written notice of that fact.

12. Force Majeure

- 12.1 If a Force Majeure Event occurs and a party is not able to partially or wholly perform its obligations ("*Affected Party*") under this Agreement, then, the Affected Party's obligations under this Agreement will be suspended and the time for performance of those obligations will be extended, to the extent that the Affected Party is prevented from performing its obligations by the Force Majeure Event.
- 12.2 A Force Majeure Event does not relieve or suspend any party's obligation to pay money.
- 12.3 The Affected Party must give written notice to the other party as soon as practicable after the Force Majeure Event occurs:
 - (a) the nature and extent of the Force Majeure Event,
 - (b) the expected duration of the Force Majeure Event,
 - (c) the extent to which the Affected Party is or will be prevented from complying with its obligations as a result of the Force Majeure Event, and
 - (d) the steps the Affected Party intends to take to address the effects of, or overcome, the Force Majeure Event.
- 12.4 The Affected Party must use its reasonable efforts to take steps to overcome the effects of the Force Majeure Event and to resume its obligations under this Agreement as soon as practicable.
- 12.5 The Affected Party must give written notice to the other party as soon as practicable after the end of the Force Majeure Event that the Force Majeure Event has been remedied or ceased to exist and that the Affected Party has resumed or is in a position to resume its obligations under this Agreement.

12.6 If the Force Majeure Event continues for more than 60 days, any party may immediately terminate this Agreement by written notice to each other party.

13. Dispute Resolution

13.1 Alternate Dispute Resolution

If a dispute arises out of or in relation to this Agreement, including in relation to its existence, validity or termination, a Party must not commence Court proceedings in relation to the dispute unless the Party has first complied with clauses 13.2 to 13.4.

13.2 Dispute Notice

A Party claiming that a dispute has arisen must give written notice to the other Party as soon as practicable setting out the matter in dispute ("the Dispute Notice").

13.3 Meeting

The Parties must meet within 10 Business Days of the giving of a Dispute Notice to attempt to resolve the dispute. If the dispute is resolved the Parties must write down the resolution and sign it. The Parties agree that anything done or said in the negotiations cannot be revealed in any other proceedings.

13.4 Mediation

If the dispute is not resolved within 10 Business Days of the date on which a Party gave the Dispute Notice, the Parties must endeavour to resolve the dispute by mediation and the following clauses shall apply:

- (a) the mediation will be held within 25 Business Days of the date on which a Party gave the Dispute Notice,
- (b) the mediator will be appointed jointly by the Parties, or in the absence of such joint appointment, appointed by the President of the Law Society of New South Wales at the request of either Party,
- (c) the mediation shall be conducted in accordance with the procedures determined by the mediator, and
- (d) the Parties shall share equally the costs of the mediation.

13.5 Exceptions

Nothing in this clause affects the rights of the Parties to institute proceedings to recover any payment due under this Agreement or to seek injunctive or urgent declaratory relief.

13.6 General

- (a) The time periods stipulated in this clause shall apply unless a longer time is agreed between the Parties in writing in relation to any such stipulation.
- (b) This clause shall survive the termination of the Agreement.

14. Default & Termination of Contract

14.1 Without limiting clause 14.2, a party may terminate the Agreement if:

- (a) the other party is in default of the Agreement,
- (b) the non-defaulting party has served notice in writing on the party setting out details of the default and stating that the party will be entitled to terminate the Agreement unless the default is remedied within a specified time of not less than 14 days,
- (c) the party fails to remedy the default within 14 days of receiving a notice under clause 14.1(b), or such longer period as may be specified in the notice, and
- (d) the non-defaulting party serves written notice of termination whilst the default remains unsatisfied.

14.2 If the Customer fails to pay any money under the Agreement within seven (7) days of the due date for payment:

- (a) Let's Play Games may terminate the Agreement by notice in writing to the Customer,
- (b) Let's Play Games shall be entitled to interest on the outstanding amount at the rate of 2.5% per calendar month calculated daily from the due date for payment and compounding monthly on the first day of each month until payment is received,
- (c) may without notice sell any Goods that Let's Play Games has recovered pursuant to clause 7 on such terms and in such manner as it determines and, after deducting all expenses incurred, shall offset such proceeds from the balance owing to Let's Play Games,
- (d) the Customer shall indemnify Let's Play Games from and against all costs and disbursements incurred or payable by Let's Play Games in connection with the recovery of monies owing to Let's Play Games (including, without limitation, legal fees on an indemnity basis, collection agency costs and bank dishonour fees), and
- (e) Let's Play Games may cancel all or any part of the supply of the Goods or any supply of Goods in connection with any other contract or contracts made with the Customer to which these terms and conditions apply whereafter all amounts payable by the Customer to Let's Play Games shall become payable immediately.

14.3 The Customer agrees to pay to Let's Play Games, as a genuine pre-estimate of Let's Play Games' costs:

- (a) a processing and handling fee of \$20.00 in respect of each payment made under the Agreement that is not in satisfaction, or in satisfaction of the balance, of an invoice, and
- (b) a default fee of \$50.00 in respect of any failure by the Customer to pay an invoice by the due date for payment or by the corresponding day of each subsequent calendar month until the invoice is paid in full.

15. Warranties & Representations

15.1 If the Customer is aware (or should be aware) that the Goods are for a particular purpose or are required to possess particular or uniform characteristics, the Customer agrees to clearly specify that purpose or those characteristics in writing in the Order.

15.2 The Customer warrants that it has made its own enquiries in relation to the suitability of the Goods and has not relied on any representation made by Let's Play Games in relation to their suitability for any particular purpose.

16. Return of Goods

16.1 Subject to any applicable statute, unless Let's Play Games agrees otherwise in writing, Let's Play Games will only accept a return of the Goods if:

- (a) the Customer has complied with clauses 5.5 and 5.6,
- (b) Let's Play Games acting reasonably has agreed that the Goods are defective and not reasonably capable of repair,
- (c) the Goods are returned at the Customer's expense and within a reasonable time, and
- (d) the Goods are returned, as far as possible, in the same condition as the Goods were delivered.

16.2 If Let's Play Games agrees in its absolute discretion to accept the return of any non-defective Goods, the Customer shall:

- (a) indemnify Let's Play Games in relation to any freight expense, and
- (b) if required by Let's Play Games, pay handling fees of up to 10% of the price of the Goods returned.

17. Limitation of Liability

17.1 Let's Play Games' liability to the Customer (and any party claiming through the Customer against Let's Play Games) for any claim for loss or damage (including legal expenses), whether arising in contract, tort or otherwise, in connection with the Agreement shall be limited to the lesser of the costs of (i) replacement of the Goods or the supply of equivalent goods, (ii) repair of the Goods, (iii) payment of

the costs of replacing the Goods or acquiring equivalent goods, or (iv) payment of the costs of having the Goods repaired.

17.2 Let's Play Games shall not be liable for any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the supply of the Goods, including in connection with any negligent act or omission on the part of Let's Play Games or any employee or contractor engaged by Let's Play Games, or any errors, mistakes or inaccuracies in information for which Let's Play Games may be responsible.

17.3 For the purposes of this clause, 'consequential loss' includes, but is not limited to:

- (a) loss or damage not arising naturally, or according to the usual course of things, from the relevant event giving rise to that loss or damage, whether or not that loss may reasonably have been or supposed to have been in the contemplation of the parties as at the date of Acceptance, as a probable result of the relevant event,
- (b) indirect, economic, special or consequential loss,
- (c) loss in the nature of loss of profits, revenue, staff, data, production, opportunity, use or damage to reputation even if the relevant loss may reasonably have been or was supposed to have been in the contemplation of the parties as at the date of the Acceptance, as a probable result of the relevant event, and
- (d) personal injury or property damage.

17.4 This clause survives the termination of this Agreement.

18. Guarantee

18.1 In consideration for Let's Play Games entering into the Agreement, the Guarantor guarantees to Let's Play Games the performance by the Customer of all of the Customer's obligations under the Agreement including any Variation.

18.2 If the Customer does not pay any money due under the Agreement the Guarantor must pay that money to Let's Play Games on demand without deduction, set-off or counterclaim even if Let's Play Games has not tried to recover payment from the Customer.

18.3 Even if Let's Play Games gives the Customer extra time to comply with an obligation under the Agreement or does not insist on strict compliance with the terms of the Agreement the Guarantor's obligations will not be affected.

18.4 Where a payment made by the Customer or the Guarantor to Let's Play Games is set aside by law, the parties are restored to their respective positions prior to the payment being made and are entitled to exercise all rights which they had under the Agreement.

18.5 If there is more than one (1) Guarantor:

- (a) this guarantee shall be binding on each of them jointly and severally, and
- (b) the release by Let's Play Games of any Guarantor from this guarantee does not affect the liability of any other Guarantor.

18.6 The Guarantor's liability under this clause is continuing and unlimited.

19. Personal Property Security

19.1 In this clause 'amendment demand', 'attaches', 'financing statement', 'financing change statement', 'security agreement', 'security interest' and 'verification statement' have the meanings given to them by the PPSA.

19.2 The Customer and the Guarantor, if any, hereby charge the Goods and all of their respective personal property as security for the performance by the Customer of the Customer's obligations under the Agreement.

19.3 The Customer acknowledges and agrees that:

- (a) the Agreement constitutes a security agreement for the purposes of the PPSA, and
- (b) a security interest exists in all goods (and their proceeds) previously supplied by Let's Play Games to the Customer (if any) and in all future goods supplied (and their proceeds),
- (c) the Customer has received or will receive value as at the date of first delivery of the Goods (or any part of the Goods) and that Let's Play Games has not agreed to postpone the time the security interest attaches to the Goods, and
- (d) where Let's Play Games has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.

19.4 The Customer shall:

- (a) promptly sign all documents and provide any further information that Let's Play Games may reasonably require to register a financing statement or financing change statement in relation to a security interest granted to Let's Play Games under the Agreement or any other document required to be registered under the PPSA,
- (b) notify Let's Play Games in writing of any intention to change the Customer's business practices to include the sale or leasing of goods of like kind to the Goods (or any part thereof) in the ordinary course of the Customer's business, and
- (c) on demand reimburse Let's Play Games for all costs and expenses incurred in registering a financing statement or financing change statement.

19.5 The Customer must not, without Let's Play Games' prior written consent:

- (a) register or permit to be registered a financing statement or financing change statement in relation to the Goods in favour of a third party, or
- (b) register or cause to be registered a financing change statement in respect of a security interest granted under the Agreement,
- (c) issue or permit any other person to issue an amendment demand to Let's Play Games unless all monies payable by the Customer under the Agreement have been received by Let's Play Games in cleared funds.

19.6 Any requirement under the PPSA on the part of Let's Play Games to give a notice to the Customer or any Guarantor shall not, to the extent that the requirement may be contracted out of (including, without limitation, under Section 115(1) of the PPSA), apply to the Agreement. Further, to the extent that that the Customer and/or the Guarantor may waive the right to receive a notice under the PPSA (including, without limitation, notice in relation to a verification statement under Section 157(1) of the PPSA), the Customer and the Guarantor waives that right.

19.7 The Customer irrevocably authorises and licenses Let's Play Games to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer, if Let's Play Games has cause to exercise any of Let's Play Games' rights under Section 123 of the PPSA, and the Customer shall indemnify Let's Play Games from any claims made by any third party as a result of such exercise.

19.8 Let's Play Games and the Customer agree to treat information of the kind referred to in Section 275(1) of the PPSA as confidential. Neither Let's Play Games or the Customer will disclose, send or make available any of the information referred to in Section 275(1) of the PPSA to any person except as required by law or the Agreement.

19.9 Let's Play Games and the Customer acknowledge and agree that clause 19.8 constitutes a confidentiality agreement pursuant to Section 275(6) of the PPSA.

20. Real Property Security

20.1 The Customer and the Guarantor, if any, hereby charges all their right, title and interest in any real property or other assets capable of being charged that they, or any of them, own or hereafter own either solely or jointly, in favour of Let's Play Games as security for the performance of the Customer's obligations pursuant to the Agreement and authorises Let's Play Games to register a Caveat over the title of any such property in the event of a default by the Customer under the Agreement.

20.2 The Customer shall indemnify Let's Play Games from and against all costs and disbursements incurred or payable by Let's Play Games in connection with exercise of Let's Play Games' rights under clause

20.1 (including, without limitation, legal fees on a solicitor-Customer basis, stamp duty and registration fees).

21. Cancellation

- 21.1 Notwithstanding any other clause herein Let's Play Games may cancel any agreement to which these terms and conditions apply at any time before the Goods are delivered by giving written notice to the Customer whereafter any deposit or other amount paid by the Customer on account of the Goods shall become immediately repayable to the Customer. Let's Play Games shall not be liable for any consequential loss or damage in relation to any such cancellation.
- 21.2 If the Customer purports to cancel the Agreement, without limiting any other right available to Let's Play Games, the Customer shall be liable to Let's Play Games for any and all loss or damage suffered by Let's Play Games in connection with the cancellation including, without limitation, loss of profit in respect of the supply of the Goods.

22. Privacy Act 1988 (Cth)

- 22.1 Despite clause 1.6, this clause applies upon the making of an Order before and after any Order Acceptance.
- 22.2 The Customer and the Guarantor, if any, agree to provide Let's Play Games with three (3) Trade References on request and consent to Let's Play Games contacting those Trade References and/or obtaining a Credit Report from a credit reporting agency in relation to the Customer and the Guarantor respectively for the purpose of:
- assessing the creditworthiness of the Customer, and
 - the collection of payments that are overdue in respect of commercial credit.
- 22.3 The Customer and the Guarantor, if any, agree that Let's Play Games may exchange information about the Customer and the Guarantor with those credit providers either named as trade referees by the Customer or named in a Credit Report issued by a credit reporting agency for the following purposes:
- to assess an application for commercial credit by the Customer,
 - to notify other credit providers of a default by the Customer,
 - to exchange information with other credit providers, where the Customer is in default with other credit providers, and
 - to assess the creditworthiness of the Customer.
- 22.4 The Customer and the Guarantor, if any, consent to Let's Play Games using any personal information collected by Let's Play Games for the following purposes or as required by law:
- the supply of Goods,
 - the marketing of the supply of Goods by Let's Play Games,
 - the analysing, verifying and checking of the Customer's credit and/or payment status in relation to the supply of Goods,
 - the processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer, and
 - enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the supply of Goods.
- 22.5 Let's Play Games may give information about the Customer and the Guarantor to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Customer and/or the Guarantor, or
 - allow the credit reporting agency to create or maintain a credit information file containing information about the Customer and/or the Guarantor.

23. GST

- 23.1 The Contract Price and all other monies payable by the Customer pursuant to the Agreement are exclusive of GST.
- 23.2 If Let's Play Games incurs a liability to pay GST in connection with a supply to the Customer pursuant to the Agreement, the consideration that the Customer must pay to Let's Play Games for the supply is increased by an amount equal to the GST liability that Let's Play Games incurs in making the supply and the amount of the GST liability is payable at the same time and in the same manner as the consideration in respect of the supply is payable.
- 23.3 Let's Play Games shall provide the Customer with a tax invoice for any GST included in any payment made pursuant to the Agreement.

24. Notices

- 24.1 The parties agree that email shall be the primary method of contact and communication in relation to any matters arising under the Agreement.
- 24.2 A notice is deemed to have been given or serviced if the notice is:
- delivered by hand to the other party,
 - posted by ordinary prepaid mail to the other party's address (including a Post Office Box) stated in the Quotation or Order on the second Business Day following the date of posting, or
 - sent by facsimile transmission to the parties' facsimile number stated in the Quotation or Order upon receiving confirmation of delivery of the transmission, or
 - sent by email to the parties' email address stated in the Quotation or Order upon receiving confirmation of delivery of the email without error.

25. General

- 25.1 Payments may only be made by cash, bank cheque, electronic funds transfer or credit card (unless Let's Play Games agrees otherwise in relation to a payment). The Customer agrees to pay a surcharge equal to 2.5% in respect any payment made via credit card.
- 25.2 The Customer may not; (a) set off against or deduct from any monies payable under the Agreement any sums owed or claimed to be owed by Let's Play Games to the Customer, or (b) withhold payment of any invoice because the invoice or part of it is in dispute.
- 25.3 The Agreement embodies the whole agreement between the parties relating to the subject matter of the Agreement and supersedes any and all oral and written negotiations and communications by or on behalf of any of the parties.
- 25.4 The terms in the Agreement may not be varied, waived, discharged or released, except with the prior written consent of the parties.
- 25.5 No right under the Agreement is waived or deemed to have been waived in relation to any particular instance unless in writing and signed by the party waiving the right. A party does not waive its right under the Agreement by granting an extension of time or any other forbearance to another party.
- 25.6 The Agreement shall be governed by and construed pursuant to the laws of the State or Territory in which the Order is received. The parties irrevocably submit to the jurisdiction of the Courts of that State or Territory in connection with any dispute relating to the Agreement. The parties further agree that the Court of competent jurisdiction located closest to Let's Play Games' principal place of business in the relevant State or Territory shall be the appropriate Court for the hearing of any claims in connection with this Agreement.
- 25.7 The parties agree that a construction of the Agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result.
- 25.8 If, despite the application of clause 25.7, a provision of the Agreement is illegal or unenforceable:
- if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed; and
 - in any other case, the whole provision is severed, and the remainder of the Agreement continues in force.

26. Definitions & Interpretation

26.1 In these terms and conditions:

- "Agreement" means the agreement between the Customer and Let's Play Games arising from Let's Play Games' acceptance of an Order from the Customer.
 - "Authority" means the Local Government, State or Federal Government, or any other Government agency.
 - "Business Day" means any day other than Saturdays, Sundays or public holidays.
 - "Customer" means the party named as the Customer or customer in the Quotation, or if there was no written Quotation, in the Order.
 - "Contract Documents" means these terms and conditions, the Order and the Quotation.
 - "Contract Price" means the amount stated as the price in the Quotation, or if there was no written Quotation, in the Order.
 - "Deposit" means the amount determined in accordance with Clause 3.2.
 - "Exclusions" means the exclusions described in the Quotation.
 - "Force Majeure Event" means any act, event or cause, other than lack of funds, affecting a party that is outside that party's control, including:
 - war, acts or threats of terrorism, riots, revolutions, civil war, acts or threats of sabotage, national emergency (whether in fact or law), imposition of martial law, government requisition or any unlawful act against public order or authority,
 - adverse weather conditions, acts of God and destruction by natural disasters including landslides, earthquakes, tsunamis, fires, storms, cyclones and floods,
 - epidemics, quarantines, radiation and radioactive contamination, and
 - boycotts, strikes and other labour difficulties, whether or not involving employees of the party concerned.
 - "Goods" means any goods and other parts and components to be supplied by Let's Play Games as described in the Contract Documents.
 - "GST" has the same meaning as given to it in the *A New Tax System (Goods and Services Tax) Act 1999*.
 - "Guarantor" means the person or persons who have signed the Order as Guarantor and includes their executors, administrators, successors and assigns.
 - "Let's Play Games" means Let's Play Games Pty Ltd ABN 69 600 044 808, its successors and assigns.
 - "Order" means a purchase order in relation to a Quotation, or another form of order received by Let's Play Games from the Customer.
 - "PPSA" means the *Personal Property Securities Act 2009 (Cth)*.
 - "Quotation" means the proposal, if any, provided by Let's Play Games to the Customer in respect of the Goods to which the Order relates.
 - "Variation" means to vary the supply of Goods by; requesting additional Goods be supplied or removing Goods to be supplied.
- 26.2 In the Agreement, unless otherwise indicated by the context: (a) the singular includes the plural and vice versa; (b) a reference to one gender includes a reference to all other genders; (c) headings to clauses are included for the sake of convenience only and will not affect the interpretation of the clauses to which they relate; (d) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any Orders, regulations, instruments or other subordinate legislation made under the relevant statute; (e) the word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not; (f) the Agreement will bind each party's legal personal representatives, successors and assigns; and (g) where a party comprises two (2) or more persons the rights and obligations of such persons pursuant to the Agreement will ensue for the benefit of and bind each of them jointly and severally.



**Let's PLAY
GAMES**

New Customer Form

Let's Play Games Pty Ltd, ABN 69600044808

BSB 082 080

Acc # 77 355 3803

Complete and return this form along with the attached Trading Terms to accounts@letsplaygames.com.au. All information will remain confidential.

Owner Details

COMPANY NAME _____ ABN/NZBN _____

OWNER NAME _____

OWNER ADDRESS _____ SUBURB _____

STATE _____ POSTCODE _____ COUNTRY _____

MOBILE _____ EMAIL _____

Retail Store Details

STORE TRADING NAME _____

CONTACT PERSON _____ POSITION _____

DELIVERY ADDRESS _____ SUBURB _____

STATE _____ POSTCODE _____ COUNTRY _____

PHONE _____ EMAIL _____

WEBSITE _____

STORE HOURS _____

BUSINESS TYPE

<input type="checkbox"/> Book Store	<input type="checkbox"/> Comic Store	<input type="checkbox"/> Gift Store
<input type="checkbox"/> Specialist Retailer	<input type="checkbox"/> Tabletop Game Retailer	<input type="checkbox"/> Toy Store
<input type="checkbox"/> Mass Market	<input type="checkbox"/> Newsagency	<input type="checkbox"/> RC/Model
<input type="checkbox"/> Online Retailer only	<input type="checkbox"/> Brick & Mortar with Organised Play Space	<input type="checkbox"/> Other: _____

SIGNATURE _____