

# PRIVACY POLICY STATEMENT

Simon Johnson Purveyor of Quality Foods Pty Ltd is bound by the Privacy Act 1988 (Cth) (the Act) and is committed to customer service, including protecting your privacy. This privacy statement is provided to make you aware of how we collect, use, manage and protect your personal information and other information in accordance with the Act and the Australian Privacy Principles.

We collect, hold and use, information related to your commercial and consumer creditworthiness from the following credit reporting bodies for all purposes permitted by law:

1. **Dun & Bradstreet (Australia) Pty Ltd**

Website: [www.dnb.com.au](http://www.dnb.com.au)  
Email: [PACaustral@dnb.com.au](mailto:PACaustral@dnb.com.au)  
Public Access Centre telephone: 1300 734 806  
Privacy Policy Client Services: 13 23 33B'

2. **Veda**

Website: [www.veda.com.au/contact](http://www.veda.com.au/contact)  
Mail: PO Box 964 North Sydney NSW 2059  
Telephone: 1300 921 621  
Facsimile: (02) 9278 7333

3. **Creditor Watch**

Website: [www.creditorwatch.com.au](http://www.creditorwatch.com.au)  
Mail: The Privacy Officer, Creditor Watch Limited, GPO Box 276, Sydney NSW 2001  
Telephone: 02 8188 2025

We also disclose information to the above credit reporting bodies.

## How we collect personal information

Personal information is gathered in many ways including, but not limited to:

- Directly from you e.g. when you complete a Commercial Credit Application Form;
- From the public domain; and
- From third parties such as our related companies, your own representatives (lawyers, accountants etc.) and credit reporting bodies.

If you choose not to provide personal information, we may not be able to provide you with credit account facilities or accept an individual as a guarantor in respect of the credit application.

## Information we collect and hold

Personal information gathered by us may include your:

- Name;
- Date of birth;
- Phone/mobile number;
- Addresses (current and previous);
- Driver's licence number;
- Credit card and bank account details;
- E-mail address; and
- Bank account and Credit card details

## How we hold your information

We may store your information in hard copy or electronic format, this information is stored at our premises. We take reasonable steps to maintain the security of your information and to protect it from unauthorised disclosures. Only authorised staff members have access to your information and from time to time we audit and review our systems including protocols for accessing information.

## How we use your information

We may use your information for a range of different purposes, including:

- To verify your identity;
- To assess an application by you for credit;
- To assess whether to accept an individual as a guarantor of your credit facility;
- To conduct appropriate checks for credit-worthiness and for fraud;
- The fact that you have applied for credit and the amount;
- To exchange information with credit reporting bodies as to the status of this credit facility, both in respect of positive information (like payment information) and negative information (like defaults)
- To exchange information with other credit providers as to the status of this credit facility where you are in default with other credit providers;
- To assist you with enquiries or purchases;
- To provide products and services to you;
- To provide you with information about those products and services;
- To provide you with better customer service;

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- To charge and bill you for products and services; and
- To collect any amounts that you may owe us.

## How we disclose your personal information

We may give a credit reporting bodies' personal information about your credit application. The information which may be given to a credit reporting body includes:

- Your identity particulars;
- The fact that you have applied for credit and the amount;
- The fact that you have applied to be a guarantor for the credit facility;
- The fact that we are a current credit provider to you;
- Payments which become overdue more than 60 days and for which collection has commenced;
- Advice that payments are no longer overdue;
- That credit provided to you by us has been paid or otherwise discharged; and
- In specified circumstances that, in our opinion, you have committed a serious credit infringement.

We currently do not disclose your personal information to international recipients.

## How you can review your personal information

You have a right to access your personal information, subject to some exceptions allowed by law. You can make a request to review and/or correct your personal information or ask us to stop using it by notification in writing. We may take steps to verify your identity before providing you access to your personal information; however, you can help us to maintain the accuracy of your information by notifying us of any change to your mailing address, phone number, or e-mail address.

## Enforcement of this privacy statement

If you have questions regarding this privacy statement or our handling of your personal information, please contact the Privacy Officer via email: [privacyofficer@simonjohnson.com](mailto:privacyofficer@simonjohnson.com)

Or in writing to: Privacy Officer : P.O. Box 88  
Horsley Park NSW 2175  
Phone: 02 9421 3100

## How you can lodge a complaint

If you are not satisfied with our handling of your complaint or otherwise think that we have complied with the Privacy Act 1988 (Cth), you can make a complaint by Contacting the National Privacy Commissioner.

Telephone: 1300 363 992. If calling from outside Australia call: + 61 2 9284 9749

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Facsimile: 02 9284 9666

Post: Sydney Office: GPO Box 5218 Sydney NSW 2001

Canberra Office: GPO Box 2999 Canberra ACT 2601

<https://forms.business.gov.au/aba/oaic/privacy-complaint>

Our Privacy Officer will acknowledge your query/complaint in writing within 7 days and we will aim to investigate and resolve the issue within 30 days of receiving your communication.

## Changes to this privacy statement

We may occasionally update this privacy statement. If we do, the updated version will be available by contacting [info@simonjohnson.com](mailto:info@simonjohnson.com) or phoning (02) 8244 8220 and it will apply to all of your information held by us at the time.

# TERMS AND CONDITIONS

## 1. Entire Agreement

These terms and conditions apply to the supply of all Goods by us

## 2. Trading Accounts

### 2.1 30 days end of month

Full payment must be received by us no later than 30 days from date of statement. 30 Day end of month accounts are opened on a trial basis and shall revert to payment on delivery if payment is not received according to our terms and conditions. A statement will be issued at the end of month.

### 2.2 30 days from invoice date

Full payment must be received by us no later than 30 days from date of Invoice. Accounts are opened on a trial basis and shall revert to Payment On Delivery, if payment is not received according to our terms and conditions. A statement will be issued at the end of month.

### 2.3 7 day accounts

Full payment must be received by us no later than 7 days from date of invoice or at month-end as applicable. If payment is not received we reserve the right to stop supply until payment is received. 7 Day accounts are opened on a trial basis and shall revert to Payment on Delivery, if payment is not received according to our terms and conditions. A statement will be issued at the end of month.

### 2.4 Payment Before Delivery accounts

Full payment of the invoice must be received by us prior to Goods being delivered to the Applicant. Full payment must be received within 48 hours prior delivery. If payment is not so received, we reserve the right to consider that the order is no longer required and reserve the right to cancel the order without notice.

### 2.5 Payment on Delivery accounts

Full payment of the invoice must be handed to the Driver prior to Goods being handed over to the Applicant. If full payment is not made at delivery the Driver will return all Goods to us for re-delivery on another arranged day.

### 2.6 Charge Through accounts

The Applicant agrees to pay any invoices that are not paid by the Charge Through provider. Charge Through accounts are opened on a trial basis and shall revert to Payment on Delivery if payment is not received according to our terms and conditions.

## 3. Claims

**3.1** Time shall not be of the essence for the delivery of Goods by us to the Applicant.

**3.2** Any claim by the Applicant that any Goods delivered by us are defective, damaged or in any way unmerchantable, or do not match or are not in accordance the Goods ordered with, must be delivered in writing to us within three (3) days of the delivery of the Goods. If written notice of any claim is not received by us within three (3) days of delivery of Goods, no claim by the Applicant shall be accepted by us.

## 4. Title and Risk

**4.1** Risk in any Goods supplied by us passes to the Applicant on delivery.

**4.2** Title to any Goods supplied by us shall not pass from us to the Applicant until all monies owing by the Applicant to us have been paid. Any sale of the Goods by the Applicant to any third party will be made by the Applicant as agent for us and the proceeds will be held on trust for us as our property.

**4.3** Until legal and equitable title to the Goods passes to the Applicant, the Applicant:

- (i) Holds the Goods as bailee of us;
- (ii) Must properly store, protect and insure the Goods. Storage must be in a manner that clearly shows that the Goods are our property;
- (iii) Must not sell, assign, charge or otherwise encumber or grant and right or interest in the Goods;
- (vi) Must immediately advise us of any breach by the Applicant of this clause.
- (v) Must not tamper with or modify any part of the Goods; and

## 5. Personal Property Securities Act 2009 (Cth) (PPSA)

### 5.1 The Applicant:

- (i) hereby grants to us a Security Interest, as defined in the Personal Property Securities Act 2009 (Cth) (PPSA) in the Goods and in the proceeds of sale in respect of the Goods;
- (ii) agrees that if any Goods become part of a product or mass, the Security Interest continues in the product or mass in accordance with Part 3.4 of the PPSA;
- (iii) agrees that the Security Interest secures all or part of the purchase price of the Goods;
- (iv) agrees that the Security Interest arising under any retention of title is a 'purchase money Security interest' (PMSI) to the extent it can be under section 14 of the PPSA;
- (v) agrees that we may register our Security Interest as a PMSI on the Personal Property Securities Register;
- (vi) agrees to do all things and execute all documents reasonably required by us to ensure that we acquire a Perfected security interest in the Goods under the PPSA;
- (vii) agrees to waive its right to receive notice under section 130(1) or section 135(1) of the PPSA and to object under section

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137 of the PPSA;

(viii) agrees that it will indemnify us for any cost we incur in registering, maintaining, discharging and/or enforcing the Security Interest created by this Agreement; and

(ix) agrees that it will immediately notify us of any change to it that would require a Financing Change Statement (as defined in the PPSA) to be lodged.

(x) agrees that it will not enter into any agreement or arrangement which permits any other person to register any Security Interest in respect of the Goods, the proceeds of sale of the Goods, or any amounts owed in respect of the Goods without our prior written consent.

**5.2** We and the Applicant agree that neither will disclose to any “interested persons” (as defined in section 275(9) of the PPS Act) or any other person, any information of the kind described in section 275(1) of the PPS Act.

**5.3** The Applicant acknowledges, agrees and undertakes to:

(i) not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without our prior written consent;

(ii) give us not less than 14 day's written notice of any proposed change in the Applicant's name and/or any other changes in the Applicant's details (including but not limited to, a change of postal or business address, facsimile number, email address, trading name or business practice);

(iii) waive any rights that the Applicant may have had under section 115 of the PPSA upon enforcement;

(iv) waive the right to receive the Verification Statement in respect of any Financing Statement or Financing Interest Statement relating to the Security Interest, pursuant to section 157 of the PPSA, unless otherwise agreed in writing by us; and

(v) release and hold harmless us from any liability whatsoever in the event of any dispute between us and the Applicant as to whether any interest registered on the PPSR constitutes a valid Security Interest.

## 6. Default

**6.1** For the purposes of this Agreement, an event of default means, but is not limited to:

(i) A failure by the Applicant to comply with any of its obligations under this Agreement, including but not limited to, paying any amounts due and payable under this Agreement;

(ii) The Applicant ceasing trading;

(iii) A receiver, manager, external controller, administrator or liquidator being appointed to the Applicant or Guarantor or any of their property;

(iv) A bankruptcy trustee being appointed to the Applicant or Guarantor; and

(v) An order or resolution is made that the Applicant or Guarantor be wound-up.

**6.2** If an event of default occurs, we will be entitled, at our discretion, to terminate this Agreement immediately. We also reserve the right to cancel credit facilities and make immediate demand for all monies outstanding.

## 7. Indemnity

The Applicant indemnifies us from and against any and all losses, costs, charges and expenses whatsoever that we may suffer or incur, including but not limited to professional collection costs and solicitors costs on an indemnity basis, as a consequence, whether directly or indirectly, of any failure by the Applicant to comply with its obligations pursuant to any Agreement between us and the Applicant.

## 8. No Set-Off

The Applicant must pay us any amounts required by this Agreement without set-off or counterclaim.

## 9. Interest

If the Applicant fails to pay us any amounts owed in accordance with this Agreement, interest shall be charged at 10% per annum on all outstanding monies.

## 10. Jurisdiction

This agreement shall be governed by and interpreted under the laws of the Australian State in which the supplier of the Goods has its registered office and the parties shall submit to the non-exclusive jurisdiction of the courts of that state.

*You should ensure that you read and understand this agreement. If necessary, seek independent professional advice.*

I/we have noted the terms and conditions as stated above and agree to abide by these terms.