

# NewSouth Books

(ABN 40 000 382 669)

UNSW Sydney NSW 2052  
Tel (02) 96640900 Fax (02) 96645420  
email [credit@newsouthbooks.com.au](mailto:credit@newsouthbooks.com.au)

## TERMS AND CONDITIONS OF SALE

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## TERMS AND CONDITIONS OF SALE

NewSouth Books is the agent for the distribution of the books and other products of the publishers represented by NewSouth Books. The terms and conditions set out below are the terms on which NewSouth Books will supply these goods to the Customer. The Customer may be notified of additional terms and conditions. Together these Terms and Conditions of Sale apply to the exclusion of any other terms or conditions that may be contained on the Customer's order or elsewhere. Only the Finance Director of University of New South Wales Press (UNSW Press) has the authority to vary these Terms and Conditions of Sale.

### 1. ORDERS

#### Supply of Orders

Goods ordered will be supplied subject to availability. NewSouth Books:

(a) will not be liable for any loss or damage resulting from a failure to supply; and

(b) reserves the right to reduce the size of an order where goods are out of stock, in short supply or otherwise not available.

#### Back Orders

Goods which are out of stock but which are expected to be available at a future date will be recorded by NewSouth Books for later supply unless the Customer otherwise instructs NewSouth Books in writing.

#### Small Order Processing Surcharge

NewSouth Books requests Customers to consolidate requirements and submit them as a single order.

Where a single order received is below a minimum net invoice value NewSouth Books reserves the right to charge the Customer's account with a Small Order Processing Surcharge for processing the order. The minimum order value is currently \$120 and the Small Order Processing Surcharge is \$9.90 (including GST). NewSouth Books reserves the right to vary this surcharge amount.

### 2. PRICE

#### List Price

NewSouth Books and the publishers they represent will determine the list price of each title and may vary this price from time to time without notice.

#### Point of Sale Price

The Customer is not obliged to sell the goods at the list price.

### 3. DELIVERY

#### Freight

Orders sent by NewSouth Books normal carrier are supplied freight free into Australia and New Zealand.

The cost of any special freight requested or required by Customers will be charged to a Customer's account.

The size, weight and frequency of dispatches will not affect the application of the Small Order Processing Surcharge.

#### Short Supply, Damages and Misbounds

All claims for shortages, and damaged and misbound books, must be received by NewSouth Books no later than fourteen days from tax invoice date and must specify the relevant invoice number and the details of the short supply or damage. NewSouth Books will, subject to availability, replace (freight free) damaged or defective goods that are returned to NewSouth Books in accordance with its terms. Goods damaged in transit will be replaced or credited only if NewSouth Books is notified of the damage within fourteen days of the invoice date.

NewSouth Books will issue an Adjustment Note for any goods that are to be replaced but which are not available.

NewSouth Books is not liable for claims received later than fourteen days from the invoice date.

### 4. TAX INVOICES

#### Price

All goods are invoiced at the list price less discount unless otherwise agreed between NewSouth Books and the customer. NewSouth Books may vary the discounts applicable at any time. Trade books stocked by NewSouth Books will be invoiced at trade discount. Academic and reference books which are announced in the NewSouth Books trade subscription list will be invoiced at a trade discount for 12 months after first publication and at 35% off list price thereafter. Books not announced in a trade subscription list will be supplied at 35% off list price, other than Textbooks which will be invoiced at a discount of 33% off list price.

#### **Currency**

Prices are expressed in Australian currency, unless otherwise stated.

### **5. CREDIT**

#### **Credit Accounts**

Orders from Customers who do not have a credit account with NewSouth Books will be supplied after payment has been received, and the cheque cleared or credit card authorisation approved. Opening orders for Customers who have applied for a credit account with NewSouth Books will be supplied after payment has been received, and the cheque cleared or credit card authorisation approved. NewSouth Books will open credit accounts for Customers after receiving an application for credit on the form provided by NewSouth Books, and after being satisfied with the credit references supplied by the Customer.

#### **Credit Limit**

NewSouth Books may determine a credit limit for each Customer whose application for a credit account has been accepted by NewSouth Books. NewSouth Books may terminate a Customer's credit at any time. NewSouth Books is not liable for any loss or damage suffered by the Customer as a result of a change in, or termination of, the Customer's credit.

#### **Change in Business Structure**

The Customer must inform NewSouth Books in writing within seven days of any change in its business or corporate structure including a change in ownership. NewSouth Books reserves the right to amend the Customer's credit limit or terminate credit arrangements as a result of such a change.

#### **Change of Ownership**

A Customer who has transferred ownership of its business to a new owner remains liable for outstanding tax invoices.

### **6. PAYMENT**

#### **Payment Terms**

The Customer must pay in full for goods supplied by NewSouth Books on credit within thirty days of statement date.

NewSouth Books has the right to charge a monthly interest rate of 1% above the National Australia Bank Base Indicator Rate (Business), calculated on a daily basis on all amounts overdue from due date to date of payment, both dates inclusive.

#### **Stop Supply**

If payment is not received by the due date, the Customer will be placed on stop supply without notice until payment is received in full, including any applicable interest.

On the second or subsequent occasion a Customer is placed on stop supply, NewSouth Books may without further notice refuse to supply the Customer on credit.

#### **Disputed Amounts**

The Customer must advise NewSouth Books of any disputed invoices within fourteen days of invoice date or any accounts within ten days of the Statement date. If there is an amount in dispute, the Customer must pay any undisputed amount when it is due.

#### **Collection Costs**

The Customer must pay in full any costs incurred by NewSouth Books to collect outstanding amounts, including without limitation the fees of any agents or solicitors appointed by NewSouth Books for this purpose.

#### **Dishonoured Cheques**

In the event of NewSouth Books receiving a cheque that is subsequently dishonoured, NewSouth Books will charge the dishonour fee imposed by the bank to the Customer.

Once a cheque has been dishonoured, the Customer's account will be immediately put on stop supply, and all outstanding payments will become due immediately.

#### **Immediate Payment**

Notwithstanding any other Terms or Conditions of Supply all outstanding amounts will become due and payable immediately in any of the following events:

- (a) if the Customer breaches any terms or conditions as set out in these Terms and Conditions of Sale;
- (b) if the Customer breaches any terms or conditions as notified by NewSouth Books;
- (c) if the Customer breaches any undertaking given to NewSouth Books;

- (d) if the Customer breaches any term of any credit;
- (e) if the Customer is a natural person and is declared bankrupt or commits an act of bankruptcy;
- (f) if the Customer is a company, or partnership, or trust or an unincorporated association, and is unable to pay its debts when due, is wound up, has a Receiver or Receiver and Manager appointed, or voluntarily appoints an Administrator, or is placed under official management, enters into any arrangement or compromise with its creditors or members, or if any resolution is proposed which would, if passed, result in its being wound up voluntarily or otherwise.

## **7. TITLE AND RISK**

### **Title to the Goods**

Title to the goods delivered to the Customer remains with NewSouth Books until:

- (a) NewSouth Books has been paid in full for the goods; and all other amounts owing by the customer to NewSouth Books; and
- (b) if payment is made by cheque or other means, the proceeds of such payments have been settled to the account of NewSouth Books.

In the event that NewSouth Books does not receive payment for the goods when payment is due, the Customer acknowledges that NewSouth Books is entitled at any time to enter the Customer's premises and repossess the goods.

The Customer also acknowledges that until title to the goods passes to the Customer, the Customer possesses the goods as bailee only and must keep the goods in good order and condition and free of any encumbrance.

### **Risk**

Goods are at the Customer's risk from the time of:

- (a) the passing of property to the Customer; or
- (b) the physical delivery of the goods to the Customer or such person or premises as the Customer directs, whichever occurs first.

## **8. RETURNS**

Goods may be returned to NewSouth Books for credit only as permitted under these Terms and Conditions of Sale.

NewSouth Books is prepared to supply titles on a sale or return basis provided such goods are not designated "firm sale", indent titles, or subject to a firm sale agreement and:

- (a) on the understanding that such returns can only be authorised no earlier than 3 (three) months after invoice date and no later than 12 (twelve) months after invoice date; and
- (b) the returned goods are received at the NewSouth Books warehouse in mint, saleable condition. Any goods received as part of an authorised return that are perceived by NewSouth Books to be in non-mint or unsaleable condition or bearing any in-store pricing will be returned to the Customer at the Customer's expense including a handling fee.
- (c) out of print titles may not be returned for credit.
- (d) titles supplied firm sale, or as print-on-demand stock, may not be returned for credit.

### **Not Our Publication**

NewSouth Books will not accept returns of goods that were not or have subsequently ceased to be distributed by NewSouth Books. NewSouth Books may, at its own discretion, dispose of any such goods. If NewSouth Books chooses to return the goods to the Customer, the cost of return will be charged to the Customer.

### **Returns Authorisation**

Only returns authorised by NewSouth Books will be accepted. The procedure for authorising returns is as follows:

- (a) The Customer must lodge a Request for Returns, listing title, quantity, invoice number and invoice date in writing either by fax, email or mail to the Sydney office.
- (b) If the returns are authorised, NewSouth Books will issue a Returns Authorisation Number to the Customer.

### **Packaging of Authorised Returns**

The Customer must return the goods in cartons which:

- (a) arrive in the NewSouth Books warehouse no later than 1 month after the date of authorisation;
- (b) have been securely packed against damage in transit;
- (c) indicate clearly on each carton the number of cartons being returned (for example, Carton 1 of 3, Carton 2 of 3, etc.); and
- (d) do not exceed 20kg weight per carton.

Credit will not be given for returns received in excess of the authorised quantity.

### **Returns Address**

Returns should be addressed to NewSouth Books, c/- T L Distribution Pty Limited, 15-23 Helles Avenue,

Moorebank NSW 2170. Returns addressed to the office will not be accepted and will be returned to the Customer at the Customer's expense.

**Unacceptable Returns**

Goods will be returned to the Customer at the Customer's cost if they are:

- (a) unauthorised;
- (b) not accompanied by a Returns Authorisation Number;
- (c) firm sale;
- (d) not invoiced by NewSouth Books;
- (e) received in non-mint or unsaleable condition;
- (f) sent to any address other than the warehouse address above.

**Credit for Returns**

All adjustments for returns will be by way of an Adjustment Note adjusting the Customer's account with NewSouth Books. Adjustment notes and credit balances cannot be redeemed in cash.

Where the Customer sells the business to an unrelated party, NewSouth Books may on application by the new owner consent to the assignment of the credit balance to the new owner.

**9. GENERAL**

All prices are correct at the time of announcement and are subject to revision without notice.

**10. COPYRIGHT**

The Customer acknowledges that the goods supplied under these Terms and Conditions of Sale are subject to copyright protection under the laws of Australia.

**11. WAIVER**

A failure by NewSouth Books to exercise its rights under these Terms and Conditions of Sale shall not constitute a continuing or future waiver of any of its rights.

**12. FORCE MAJEURE**

If NewSouth Books is prevented from or delayed in complying with any obligation under these Terms and Conditions of Sale by anything which is beyond the reasonable control of NewSouth Books, that obligation will be suspended during the time that NewSouth Books is affected.

**13. JURISDICTION**

The contract (of which these Terms and Conditions of Sale form part) shall be subject to the laws and courts of the State of New South Wales.



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