

FORM D



OVERTHEODDS PIN: _____

First Name: _____

Middle Name: _____

Last Name: _____

Date of Birth: _____

Residential Address:

Are you the owner of the premises above: YES / NO

Home Telephone Number: _____

Preferred Contact Number: _____

Email Address: _____

Drivers License Number: _____

Issuing State: _____

PO Box 2439

Parap 0820

Phone: 1800-895-939

BANKING DETAILS

Bank: _____ Account Name: _____

BSB: _____ Account Number: _____

By signing this document I hereby state that I have read, understood and accept the Terms and conditions of Credit Trade with Over The Odds on page 2 of this two page document, in addition:

- (a) I agree that I am over 18 years of age.
- (b) I agree that I am financially solvent and am able to pay all my debts as they fall due.
- (c) I confirm that all my bets are governed by rules of racing in the Northern Territory.
- (d) I confirm that it is my responsibility to request the latest copy of "Betting Rules and regulations from the various racing bodies.
- (e) I hereby give my permission for all betting and account related telephone conversations to be recorded and filed for future reference and playback.
- (f) I agree that when my credit account is in debit I will settle the amount owing within (7) days from the date of transaction(s).
- (g) I agree that if I have not settled my credit betting account within (30) days from the day of transaction(s) then this will be deemed as being in default.
- (h) I agree that Over The Odds can cease to accept bets from myself.
- (i) I agree that Over The Odds can decline or reduce any of my bets.

Signature: _____

Date: _____

This Form must be accompanied by the following. Please tick [✓]

[] Page 2 – Terms & Conditions signed at bottom

[] 100 points of ID

Over The Odds – Terms & Conditions of Credit Trade

1. Definitions

- 1.1. "Bookmaker" shall mean Over The Odds and its successors and assigns.
- 1.2. "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3. "Services" shall mean all services supplied by the Bookmaker to the Client and includes any advice or recommendations.
- 1.4. "Price" shall mean the cost of the Services as agreed between the Bookmaker and the Client subject to clause 4 of this contract.

2. Acceptance

- 2.1. Any instructions received by the Bookmaker from the Client for the supply of Services and/or the Client's acceptance Services supplied by the Bookmaker shall constitute acceptance of the terms and conditions contained herein.
- 2.2. Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Price.
- 2.3. Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Bookmaker.
- 2.4. None of the Bookmaker's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Bookmaker in writing nor is the Bookmaker bound by any such unauthorised statements.
- 2.5. The Client undertakes to give the Bookmaker not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).

3. Services

- 3.1. The Services are as described on the account, betting slip or any other work commencement forms as provided by the Bookmaker to the Client.

4. Price And Payment

- 4.1. The Price shall be the Bookmaker's current Price, at the date of delivery of the Services, according to the Bookmaker's current Price list.
- 4.2. Time for payment for the Services shall be due seven (7) days following the date of the Result Slip.
- 4.3. Payment will be made by direct credit, credit card cheque, or by bank cheque, or by any other method as agreed to between the Client and the Bookmaker.

5. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

- 5.1. Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

6. Default & Consequences Of Default

- 6.1. Interest on overdue Result Slips shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- 6.2. If the Client defaults in payment of any Result Slip when due, the Client shall indemnify the Bookmaker from and against all the Bookmaker's costs and disbursements including on a solicitor and own client basis and in addition all of the Bookmaker's nominees costs of collection.
- 6.3. If any account remains unpaid at the end of the second month after supply of the Services or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

7. Security And Charge

- 7.1. Notwithstanding anything to the contrary contained herein or any other rights which the Bookmaker may have howsoever:
 - a) Where the Client is the owner of land, realty or any other asset capable of being charged, the Client agrees to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Bookmaker or the Bookmaker's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client acknowledges and agrees that the Bookmaker (or the Bookmaker's nominee) shall be entitled to lodge where appropriate a caveat, caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
 - b) Should the Bookmaker elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client shall indemnify the Bookmaker from and against all the Bookmaker's costs and disbursements including legal costs on a solicitor and own client basis.
 - c) The Client hereby irrevocably nominates constitutes and appoints the Bookmaker or the Bookmaker's nominee as the Client's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Bookmaker and/or the Bookmaker's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Client in any land, realty or asset in favour of the Bookmaker and in the Client's name as may be necessary to secure the said Client's obligations and indebtedness to the Bookmaker and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Bookmaker's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

8. Cancellation

- 8.1. Bookmaker may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. The Bookmaker shall not be liable for any loss or damage whatsoever arising from such cancellation.

9. Privacy Act 1988

- 9.1. Client agrees for the Bookmaker to obtain from a credit-reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Bookmaker.
- 9.2. The Client agrees that the Bookmaker may exchange information about Client with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 - a) To assess an application by Client;
 - b) To notify other credit providers of a default by the Client;
 - c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
 - d) To assess the credit worthiness of the Client.
 - e)
- 9.3. The Client consents to the Bookmaker being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).
- 9.4. The Client agrees that Personal Data provided may be used and retained by the Bookmaker for the following purposes and for other purposes as shall be agreed between the Client and Bookmaker or required by law from time to time:
 - a) provision of Services;
 - b) marketing of Services by the Bookmaker, its agents or distributors in relation to the Services;
 - c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services;
 - d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
 - e) the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 9.5. The Bookmaker may give, information about the Client to a credit reporting agency for the following purposes:
 - a) to obtain a consumer credit report about the Client; and or
 - b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

10. General

- 10.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 10.2. All Services supplied by the Bookmaker are subject to the laws of the Northern Territory and the Bookmaker takes no responsibility for changes in the law which affect the Services supplied.
- 10.3. The Bookmaker shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Bookmaker of these terms and conditions.
- 10.4. In the event of any breach of this contract by the Bookmaker the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Bookmaker exceed the Price of the Services.
- 10.5. Bookmaker reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Bookmaker notifies the Client of such change.

Name: _____

Signature: _____ Date: _____