

---

## CP Kafataris T/A CK Racing – Terms and Conditions of Trade

---

### 1. Definitions

- 1.1 “Agency” shall mean CP Kafataris T/A CK Racing its successors and assigns or any person acting on behalf of and with the authority of CP Kafataris T/A CK Racing.
- 1.2 “Client” shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Agency to the Client.
- 1.3 “Guarantor” means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 “Bets” shall mean all Bets or wagers placed with the Agency by the Client. The Bets are placed by either:
  - (a) betting slip; or
  - (b) telephone communication between the Agency and the Client; or
  - (c) by the Client via the Agency’s website.
- 1.5 “Betting Account” shall mean a Betting Account through which all of a Client’s bets are placed. Each Client will be issued with a Betting Account prior to Bets being accepted by the Agency.
- 1.6 “Services” shall mean all Services supplied by the Agency to the Client and includes any advice or recommendations.
- 1.7 “Price” shall mean the Price payable for the Bets as agreed between the Agency and the Client in accordance with clause 3 of this contract.
- 1.8 “Settlement” shall mean the full payment of the Betting Account balance for a Settlement period.

### 2. Acceptance

- 2.1 Any instructions received by the Agency from the Client for the placing of Bets shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Client 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 binding and can only be amended with the written consent of the Agency.
- 2.4 The Client shall give the Agency not less than fourteen (14) days prior written notice of any change in the Client’s name and/or other change in the Client’s details (including but not limited to, changes in the Client’s address or facsimile number). The Client shall be liable for any loss incurred by the Agency as a result of the Client’s failure to comply with this clause.

### 3. Price And Payment

- 3.1 The Price shall be based on the odds given at the time the Client places the Bet with the Agency.
- 3.2 At the Agency’s sole discretion Settlement of the Betting Account shall be either:
  - (a) due every Tuesday on Monday nights balance, or
  - (b) as indicated on any invoices, or other documentation provided by the Agency to the Client.
- 3.3 At the Agency’s sole discretion a deposit may be required.
- 3.4 At the Agency’s sole discretion a Betting Account will be granted a maximum debit limit. A maximum debit limit is the maximum permissible debit balance.
- 3.5 At the Agency’s sole discretion Settlement of all Betting Account balances for prior Settlement periods must be paid in full before the Agency accepts a Bet from the Client.
- 3.6 Where a Client has not been granted a maximum debit limit, the Agency may refuse to take a Bet from the Client if:
  - (a) the Betting Account balance at any time is in debit; or
  - (b) if the effect of any Bet would cause the Betting Account to go into debit.
- 3.7 At the Agency’s sole discretion, the Agency may refuse to accept any Bets from the Client if:
  - (a) the Client’s Betting Account balance at any time exceeds the maximum debit limit granted to the Client; or
  - (b) the effect of that Bet would cause the maximum debit limit granted to the Client to be exceeded.
- 3.8 In the event the Client requests the maximum debit limit to be increased or decreased, (with the agreement of the Agency), then the new maximum debit limit shall apply henceforth. Any credit increase requested by telephone, may be recorded.
- 3.9 In the event the Agency uses its discretion and allows a Client to make a Bet even though the maximum debit limit may be exceeded, the Client shall settle its resultant Betting Account on demand.
- 3.10 It is the responsibility of the Client to monitor the balance of the Betting Account and if for whatever reason the Betting Account balance exceeds the maximum debit limit, it is the Client’s responsibility to ensure that all amounts of the debit balance are settled in accordance with clause 3.2 of these terms and conditions.
- 3.11 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by B Pay or by any other method as agreed to between the Client and the Agency.
- 3.12 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

### 4. Client’s Disclaimer

- 4.1 The Client hereby disclaims any right to rescind, or cancel any contract with the Agency or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by the Agency and the Client acknowledges that the placing of Bets by the Client are done so relying solely upon the Client’s own skill and judgment.

**5. The Commonwealth Trade Practices Act 1974 (“TPA”) And The Fair Trading Acts (“FTA”)**

5.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

**6. Default And Consequences of Default**

- 6.1 Interest on overdue Settlements shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 6.2 If the Client defaults in payment of any Settlement when due, the Client shall indemnify the Agency from and against all costs and disbursements incurred by the Agency in pursuing the debt including legal costs on a solicitor and own client basis and the Agency’s collection agency costs.
- 6.3 Without prejudice to any other remedies the Agency may have, if at any time the Client is in breach of any obligation (including those relating to Settlement), the Agency may terminate the placing of Bets for the Client, and any of its other obligations under the terms and conditions. The Agency will not be liable to the Client for any loss or damage the Client suffers because the Agency has exercised its rights under this clause.
- 6.4 If any Settlement remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00) shall be levied for administration fees which sum shall become immediately due and payable.

**7. Security And Charge**

- 7.1 Despite anything to the contrary contained herein or any other rights which the Agency may have howsoever:
- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Agency or the Agency’s nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Agency (or the Agency’s nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met;
  - (b) should the Agency elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Agency from and against all the Agency’s costs and disbursements including legal costs on a solicitor and own client basis;
  - (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Agency or the Agency’s nominee as the Client’s and/or Guarantor’s true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 7.1.

**8. Cancellation**

8.1 The Agency may cancel any contract to which these terms and conditions apply or cancel the placing of Bets for the Client at any time before the Bets are delivered, by giving written notice to the Client. The Agency shall not be liable for any loss or damage whatever arising from such cancellation.

**9. Privacy Act 1988**

- 9.1 The Client and/or the Guarantor(s) agree for the Agency to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor(s) in relation to credit provided by the Agency.
- 9.2 The Client and/or the Guarantor(s) agree that the Agency may exchange information about the Client and the Guarantor(s) with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
  - (b) to notify other credit providers of a default by the Client; and/or
  - (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/or
  - (d) to assess the credit worthiness of Client and/or Guarantor(s).
- 9.3 The Client consents to the Agency 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 credit information provided may be used and retained by the Agency for the following purposes and for other purposes as shall be agreed between the Client and Agency or required by law from time to time:
- (a) provision of Betting Accounts; and/or
  - (b) marketing of Betting Accounts by the Agency, its agents or distributors in relation to the Betting Accounts; and/or
  - (c) analysing, verifying and/or checking the Client’s credit, payment and/or status in relation to provision of Betting Accounts; and/or

---

**CP Kafataris T/A CK Racing – Terms and Conditions of Trade**

---

- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (e) enabling the daily operation of the Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Betting Accounts.
- 9.5 The Agency 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 The Agency is subject to the laws of New South Wales and takes no responsibility for changes in the law which affect its operation or the way in which Bets are made.
- 10.3 In the event of any breach of this contract by the Agency, the remedies of the Client shall be limited to damages.
- 10.4 The Agency 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 Agency notifies the Client of such change.
- 10.5 The Agency shall not be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.