

The "Credit Policy" document is supplemental to the "Client Terms" document.

1. **Payment.**
 - a. The price of the products will be Hilary Adamson Photography's quoted price.
 - b. Payment is required at the time of ordering of the products to Client unless agreed otherwise in writing by an authorised officer of Hilary Adamson Photography. If Client fails to make payment in accordance with this clause 3(b) after demand for payment by Hilary Adamson Photography, all amounts owing by Client to Hilary Adamson Photography on any account will immediately become due and payable together with legal costs of enforcement.
 - c. Hilary Adamson Photography may, in its sole discretion:
 - i. suspend the provision of credit to Client until all amounts owing are paid for in full; and
 - ii. from time to time and at any time, vary or cancel any credit facility it makes available to Client.
 - d. Client will be liable to pay interest on any overdue amount at the annual rate of 2% above the prevailing base lending rate quoted by Westpac Bank. Interest will accrue daily from the date payment became overdue until Hilary Adamson Photography has received payment of the overdue amount, together with any interest accrued.
 - e. Unless stated otherwise in these Terms (or in writing by Hilary Adamson Photography's authorised representative), all prices quoted for products are exclusive of all taxes, handling, delivery, agents' charges and any other charge, duty or impost.
 - f. Client must pay Hilary Adamson Photography, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services or value-added tax, customs duty, sales tax, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Client.
 - g. Client must pay to Hilary Adamson Photography any amount Client must pay under clause 1(a) in full, despite any right of set-off that Client may have.
 - h. Client shall pay the full amount due to Hilary Adamson Photography under this clause and shall not deduct from that amount any tax in relation to purchase of the products. Client shall reimburse Hilary Adamson Photography for any taxes Hilary Adamson Photography pays on its behalf.
2. **Title and risk.**
 - a. Products supplied by Hilary Adamson Photography to the Client will be at the Client's risk immediately upon:
 - i. delivery of the products to the Client, Client's agent or into the Client's custody or control; or
 - ii. collection of the products by the Client's nominated carrier or agent.
 - b. Risk in the products will remain with the Client at all times unless Hilary Adamson Photography retakes possession of the products in accordance with clause 2.
 - c. Title in the products supplied by Hilary Adamson Photography to the Client will not pass to the Client and will remain the absolute property of Hilary Adamson Photography until such time as Hilary Adamson Photography has been paid by the Client all monies due and owing to it by the Client in relation to any account.
 - d. Unless the products have been paid in full, the Client must:
 - i. effect and maintain insurance with a reputable insurance company for the products, at its cost, against all risks as it thinks appropriate;
 - ii. note: the interest of Hilary Adamson Photography on the insurance policy;
 - iii. produce a certificate of currency of the insurance effected by the Client under this clause 2(d) to Hilary Adamson Photography, upon request; and
 - iv. properly segregate and store the products in such a manner as to clearly indicate that they are the property of Hilary Adamson Photography.
 - e. If the Client breaches these Terms or the terms of any relevant sales contract, the Client authorises Hilary Adamson Photography, at any time, to enter onto any premises upon which Hilary Adamson Photography's products are stored to enable Hilary Adamson Photography to:
 - i. inspect the products; and/or
 - ii. reclaim the products.
 - f. If the Client sells, disposes of or otherwise deals with products or any part thereof before full payment has been received by Hilary Adamson Photography, the Client must advise Hilary Adamson Photography in writing, at such times as Hilary Adamson Photography may request, specifying full details of the products sold, disposed of, utilised or otherwise dealt with.
 - g. The Client agrees that the provision of this clause 7 apply despite any arrangement under which Hilary Adamson Photography grants credit to the Client.
3. **Default of the Client.**
 - a. Without prejudice to any of Hilary Adamson Photography's other rights under these Terms, if a Client fails to make any payment due to Hilary Adamson Photography under these Terms, Hilary Adamson Photography may, in its sole discretion, and without further liability to the Client:
 - i. refuse to make further supplies to the Client under the relevant sales contract; and/or
 - ii. terminate the sales contract without notice.
 - b. The Client agrees that these Terms shall give rise to an interest in land thereby enabling Hilary Adamson Photography to lodge a caveat against the title to any land owned partly or wholly by the Client, in order to protect and secure the interests of Hilary Adamson Photography under these Terms and under any Sales Contract.
- c. In the event that Hilary Adamson Photography lodges a caveat against any land owned partly or wholly by the Client, the Client hereby irrevocably agrees to endorse its consent upon any relevant forms or documents to enable the lodgement and timely registration of any such caveat by Hilary Adamson Photography.
4. **Credit assessment.**
 - a. If any Products are supplied to the Client on credit, Hilary Adamson Photography may need to disclose to a credit reporting agency certain information referred to in clause 5 about the Client when assessing The Client's application for credit and managing the Client's account with Hilary Adamson Photography. The Client authorises Hilary Adamson Photography to disclose such information to a credit reporting agency for these purposes.
 - b. Subject to Hilary Adamson Photography's obligations under the Privacy Act 1988 (Cth) as amended and any other applicable laws, Hilary Adamson Photography may provide the information referred to in clause 5 to a credit reporting agency to obtain a consumer credit report about Client or to allow the credit reporting agency to create or maintain a credit information file about the Client. The Client agrees that Hilary Adamson Photography may disclose a credit report about it to any credit provider, debt collecting agency or Hilary Adamson Photography's insurers for the purposes of assessing Client's creditworthiness or to collect any overdue payments (as the case may be).
 - c. Hilary Adamson Photography may disclose the following information relating to the Client in accordance with clauses 5(a) and (b):
 - i. Client's name and address;
 - ii. credit limits on Client's accounts;
 - iii. the amount of any payments which are overdue for at least 60 days;
 - iv. where an overdue payment has been previously reported, advice that the payment is no longer overdue;
 - v. Any method of payment including, but not limited to, cheques, electronic funds transfer, Spay, credit card payments which have been dishonoured;
 - vi. information that, in the opinion of Hilary Adamson Photography, the Client has committed a serious credit infringement; and
 - vii. information that Hilary Adamson Photography has ceased to supply the Products and services to The Client.
 - d. The Client agrees that Hilary Adamson Photography may obtain information about the Client from any business which provides information about the commercial creditworthiness of persons for the purposes of assessing the Client's application to purchase the Products on credit and collecting any overdue amounts.
 - e. Hilary Adamson Photography may refuse to supply the Products to the Client on credit on the basis of Hilary Adamson Photography's credit assessment of the Client.
5. **Privacy.**
 - a. The Client agrees to Hilary Adamson Photography collecting, using and disclosing information about the Client of the kind referred to in clause 4(c) for various purposes, including to:
 - i. assess creditworthiness as outlined in clause 4;
 - ii. supply the products and services to the Client and the management of the Client's account, including suppliers;
 - iii. communicate with the Client about the products and services which Hilary Adamson Photography or its partners or affiliates may provide to the Client;
 - iv. implement these Terms and any Sales Contract; and
 - v. comply with relevant laws.
 - b. Hilary Adamson Photography, at the written request of the Client, will:
 - I. provide the Client with access to any personal information relating to the Client held by Hilary Adamson Photography; and
 - II. correct or amend any personal information relating to the Client held by Hilary Adamson Photography which is inaccurate or out of date.
 - III. Hilary Adamson Photography will handle the Client's personal information in accordance with relevant laws.