



THE ASSOCIATED NEWSAGENTS CO-OPERATIVE LTD



# JOIN ANCOL & ENJOY THE BENEFITS!

OUR WAREHOUSE HAS OVER 18,000 PRODUCTS! TRULY A ONE STOP SHOP.

The ANCOL group of companies have over 50 years of experience as a supplier of stationery, office supplies, paper products, books, toys, puzzles and much more.

We pride ourselves on our personal service to assist you at any time. Our dedicated account managers and team of customer service staff have extensive experience and product knowledge to best assist with your requirements.

Members receive trading rebates, settlement discounts, share dividends and orders are freight free\* everyday.

## Need assistance?

Contact our knowledgeable sales staff to assist you with any general enquiries, orders, deliveries or to procure any products you may need.

Call us today on (08) 8346 7745



**Personal Service**



**Huge Variety**



**Fast Dispatch**



**Competitive Prices**

**ANCOL IS OWNED BY NEWSAGENTS TO SERVICE NEWSAGENTS**

\*Conditions apply on Freight Free. Minimum orders apply.

(08) 8346 7745

(08) 8340 1766

[ancol@ancolsa.com.au](mailto:ancol@ancolsa.com.au)

[ancolsa.com.au](http://ancolsa.com.au)



## Application to join ANCOL

I/ we apply to join the Associated Newsagents Co-operative Limited, including applying for an ANCOL Member Credit Account, on the basis of the information supplied in this Application Form and the Terms and Conditions set out in this Application Form which I acknowledge having read and understood, and if this Application is granted then I/we will abide by those Terms and Conditions at all times. Also, I wish to accept the Special Membership Offer.

My/our business is a (select as appropriate):

Individual owner/ Sole Proprietorship  Partnership  Company

SIGNED by the Applicant(s)\*: \_\_\_\_\_

Date: \_\_\_\_\_

\*This Application must be signed:

1. Personally by the Applicant if the Applicant is the sole proprietor of the business.
2. Personally by each partner, if the Applicant is a partnership.
3. By a duly authorised signatory if the Applicant is a company, and by signing, the signatory warrants that they have authority to sign on behalf of the company.

Name of signatory/ies (please print): \_\_\_\_\_

Contact person: \_\_\_\_\_

Business trading name: \_\_\_\_\_

Business ABN: \_\_\_\_\_

Business address\*:

\*We will use this as your delivery address,

for all purchases, unless you notify us otherwise.

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Residential address/es: \_\_\_\_\_

Electronic invoicing:  POS system  TOWER system  Not applicable

Please tick minimum shares:

\$100 for 100 shares - debited to your account when first order is placed

Shares to be held in the name/s of: \_\_\_\_\_

**For any queries or further information please call (08) 8346 7745.**



## TERMS AND CONDITIONS

1. This is an application to become a Member of the Associated Newsagents Co-operative Limited (ABN 19 139 663 868) (ANCOL), a Member Co-operative, of Newsagents House, 116 Grange Road Allenby Gardens SA 5009.
2. The Applicant wishes to apply to become a Member of ANCOL, subject to ANCOL's Rules and all applicable laws.
3. The Applicant represents to ANCOL that it actively conducts business in Australia as a newsagent and the Applicant will notify ANCOL in writing forthwith if the Applicant ceases to conduct such business. This is a strict condition of membership.
4. The Applicant agrees to pay to ANCOL the sum of \$100 in respect to the application for 100 shares in ANCOL. This amount will be held in trust until the application is accepted.

## DISCLOSURE STATEMENT: INFORMATION FOR CURRENT AND PROSPECTIVE MEMBERS

This Disclosure Statement is prepared pursuant to and in accordance with the Co-operatives National Law (South Australia) Act 2013.

Information for current and prospective Members of the Associated Newsagents Co-operative (SA) Limited ("ANCOL"):

- 1. What are the financial obligations of a Member?** Each Member is a shareholder in ANCOL. Upon payment of the amount due in respect to subscription of shares, the shares are fully paid. The liability of a Member is limited to the amount unpaid in respect to the Member's shares.
- 2. Requirement of Active Membership.** All Members must be "active members" of ANCOL - this means that a Member must conduct a newsagency business and that each Member must make purchases from ANCOL amounting to \$200 or more in each year of membership.
- 3. Rights and obligations re Shares.** All Members are entitled to participate in distributions of dividends, voting at General Meetings and all other rights and entitlements of Membership as specified in the Rules of ANCOL.
- 4. Legal requirements.** The rights and obligations of all Members are governed by and subject to ANCOL's Rules and all relevant laws, particularly the relevant provisions of Co-operatives National Law (South Australia) Act 2013.

### Member Credit Account Terms and Conditions

ASSOCIATED NEWSAGENTS CO-OPERATIVE (SA) LIMITED (ABN 19 139 663 868), a Member Co-operative, of Newsagents House, 116 Grange Road Allenby Gardens South Australia 5009 ("ANCOL") subject to approval of your application and your acceptance of these Terms and Conditions offers the following Member Credit Account terms:

- 1. Terms and Conditions.** In applying for an ANCOL Member Credit Account, you (referred to in these Terms and Conditions as "you" or "the Member") acknowledge that any credit granted following this application will be subject to these Member Credit Account Terms and Conditions or any subsequent amendment thereto by ANCOL in accordance with paragraph 17 of these Terms and Conditions.
- 2. You must keep ANCOL informed.** You must at all times ensure: 1. You remain an active member of ANCOL; and 2. You inform ANCOL of any details of changes in your business, including but not limited to your business address, contact details and potential ownership of the business.
- 3. Payment Terms.** Payment terms are as set out in Schedule 1 below, unless alternative terms are agreed upon between you and ANCOL in writing.
- 4. Member Credit Account credit.** 1. ANCOL will inform you in writing of your approved credit limit which must not be exceeded without prior approval in writing from ANCOL. 2. ANCOL periodically reviews its credit limits. By agreeing to these Member Credit Account Terms and Conditions, you authorise ANCOL to review and revise its credit limit from time to time. 3. ANCOL may increase your credit limit upon your specific request if ANCOL, in its absolute discretion, is satisfied that you are sufficiently creditworthy. 4. ANCOL may also reduce your credit limit either upon your request, or without your approval, but ANCOL will not reduce your credit limit below the outstanding balance on your Member Credit Account at the time of the reduction without prior notification to you.
- 5. Title and Risk.** Ownership in all and any goods supplied to you remains with ANCOL and does not pass to the Member until payment for the same is made in full. Notwithstanding the ownership in the Goods remaining with ANCOL until full payment is made, risk in the Goods passes to the Member immediately upon delivery of all and any such goods to the Member.
- 6. Personal Property Securities.** If ANCOL in its sole discretion decides these Member Credit Account Terms and Conditions (or a transaction in connection with it) are or create a security interest for the purposes of the Personal Property Securities Act 2009 (Cth), the Member agrees to do all such things which ANCOL considers necessary for the purposes of registering its security interest, including providing consents, signing and producing documents, and/ or supplying information.
- 7. Non-payment.** You acknowledge and agree: 1. If you do not pay any amount owed within the time required, then you are liable to pay interest in respect to any such amount at the Default Interest Rate specified in Schedule 1; and 2. If you do not pay any amount to ANCOL then ANCOL may seek recovery of all and any amounts not paid and it may recover all and any costs (including debt collection and legal costs) which are incurred in pursuing payment.
- 8. Calculation of amount due.** ANCOL may at any time set-off amounts owed by ANCOL to the Member from the amounts owed by the Member to ANCOL. ANCOL will ordinarily apply payments against the oldest outstanding amount due.
- 9. Member Warranties.** The Member warrants to ANCOL: 1. All statements made and documents provided in connection with the credit application and all representations you have made or may make during the term of these Member Credit Account Terms and Conditions to ANCOL are true and correct; and 2. the Member Credit Account is required for the Member's business purposes in connection with conducting its newsagency business and it will not be used for any personal, domestic or household purposes.

The Member acknowledges that ANCOL relies on the correctness of these warranties in approving the credit application and continues to rely on these warranties in all of its further dealings with the Member.

- 10. Member Indemnities.** The Member indemnifies and holds harmless ANCOL and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any: 1. Unauthorised use of the Member's credit account; 2. Any breach of these terms and

5. Upon acceptance of this Membership Application, the Applicant agrees to become a Member of ANCOL.
6. All purchases from ANCOL are subject to ANCOL's terms of trading, unless notified otherwise in writing. The terms of trading are published on the ANCOL website.

### TERMS OF SPECIAL MEMBERSHIP OFFER

1. You agree to become a Member of ANCOL and apply for \$100 of shares in ANCOL, and your application is accepted.
2. Your Membership is subject to the terms of Membership set out above.
3. You will receive a selection of good quality stock with a wholesale value of \$500, which ANCOL will deliver to your business.

conditions by the Member; or 3. Any negligent act or omission by the Member and from and against all damages and reasonable costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.

**11. ANCOL's Liability.** So far as the law permits, the liability of ANCOL for any breach of a condition or warranty that cannot be excluded is limited, at the option of ANCOL, to: 1. The replacement or repair of any goods supplied to the Member; 2. The supply of equivalent goods; or 3. The cost of replacing or repairing any goods supplied or of acquiring equivalent goods.

**12. Privacy.** ANCOL informs you that in accordance with the Privacy Act 1988 (Cth), all and any information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Such information includes: 1. Personal information about your credit application, including identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3)); 2. the fact that the Member has applied for credit and the amount, the fact that ANCOL is a credit provider to the Member, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; 3. advice that payments are no longer overdue; 4. cheques drawn by the Member which have been dishonoured more than once; 5. in specific circumstances, that in the opinion of ANCOL you have committed a serious credit infringement; and 6. that credit provided to you by ANCOL has been paid for or otherwise discharged. Pursuant to the Privacy Act 1988 (Cth) and the Credit Reporting Code of Conduct issued under that Act, the Member hereby agrees to ANCOL obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness) and you authorise that agency or provider to provide that information to ANCOL for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports, which may assist ANCOL in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.

**13. Costs.** You are responsible for any stamp duty or other government charges levied on or in connection with this Application, Terms and Conditions, credit facility or guarantee.

**14. Director's Guarantee.** If you are a body corporate, ANCOL may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. ANCOL will notify you of this requirement and seek your consent.

**15. Default.** If you or any person acting on your behalf: 1. obtain or attempt to obtain credit by fraud or dishonesty; 2. allow the amount of a monthly statement to remain unpaid for more than 30 days from its due date; 3. breach any of these terms and conditions; 4. being an individual commit an act of bankruptcy or become insolvent under administration; 5. become an externally-administered body corporate or have an application for winding-up filed against you; 6. use the credit facility in circumstances where ANCOL believes that the continued use of the credit facility may cause loss or damage to you or ANCOL; or if 7. any person who has guaranteed your obligations under the credit facility withdraws or seeks to amend that guarantee, then ANCOL may close or suspend the credit facility.

If the credit facility is closed or suspended, then ANCOL may require immediate payment of all outstanding amounts due. Suspension or cancellation does not affect any of your obligations in respect of your Member Credit Account.

**16. Notice.** Notices served under these Member Credit Account Terms and Conditions may be delivered by post, or by email to: • The Member - at the postal or email address provided in the credit application or notified in writing by the Member to ANCOL from time to time; • ANCOL - in writing to ANCOL, Newsagents House, 116 Grange Road Allenby Gardens South Australia 5009 (PO Box 257 Welland South Australia 5007) or by e-mail at [ancol@ancolsa.com.au](mailto:ancol@ancolsa.com.au)

Notice is taken to be given: 1. If hand delivered, on delivery; 2. If sent by pre-paid post, three (3) business days after the date of posting for local or interstate mail; or 3. If sent by email, will be taken to be duly given or made on receipt by the sender of an acknowledgment by the intended recipient that the notice has been received (other than by way of an automatically generated message by the mail server on which the recipient's email account is stored).

**17. Variation.** ANCOL may vary the terms and conditions of the Account with respect to future transactions between ANCOL and the Member: 1. By agreement between ANCOL and the Member; or 2. Unilaterally by ANCOL giving to the Member not less than seven days' prior written notice specifying the variation and the date on which the variation becomes effective.

Notice of the variation under this paragraph need not be sent separately and may be sent with the Member's statement of account or as part of any other correspondence.

**18. Assignment.** The Member must not assign or attempt to assign the Member Credit Account without the consent in writing of ANCOL which it may withhold in its absolute discretion.

**19. Waiver.** Failure by ANCOL to enforce its obligations under the agreement arising under from your acceptance of our offer does not constitute waiver of ANCOL's rights unless it is in writing, nor does it affect the obligation of the Member to make any further payments as and when they fall due.

**20. Governing law.** These Member Credit Account Terms and Conditions are governed by the laws in force in South Australia, Australia.

**21. Terms of Use of Account.** The Member is liable for all transactions entered into on its account, including all losses caused by unauthorised use of the Member Credit Account unless: 1. Caused by the wrongful conduct of ANCOL or its employees; or 2. A transaction occurs after the Member has notified ANCOL in accordance with these Member Credit Account Terms and Conditions that the Member Credit Account is being used without the Member's authority. Schedule 1: Payment terms: Details, including Settlement discounts, due date for payment and Default Interest Rate: Interest on amounts not paid. Full terms are available on our website.