

Temperature Kiosk Order Form

Customer Details (Section 1)	
Account Name (Trading Name)	
Company Name (Legal Entity)	
ABN / ACN	
Phone	
Primary Contact	
Primary Contact Mobile	
Primary Contact Email	
Registered Business Address	
City, State, Postcode	
Mailing Address	
City, State, Postcode	

Temperature Kiosk Information (Section 2)	
Type of Temperature Kiosk	Temperature Kiosk with Floor Stand
Number of Temperature Kiosks	
Total Outright Temperature Kiosk Fee (inc GST)	\$2,200

Temperature Kiosk Delivery (Section 3)	
Delivery Address	
Delivery Fee (inc GST)	\$110

QR Code Information (Section 4)	
QR Code	<input type="checkbox"/> Yes <input type="checkbox"/> No
Monthly QR Code Fee (inc GST)	\$11

Installation Fee (Section 5)	
Installation (optional)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Installation Fee (inc GST)	\$440

Temperature Kiosk Order Form

Signatures			
Signed for and on behalf of Customer who warrants that he/she is authorised to bind the Customer and has read and understood this Agreement inclusive of the terms and conditions on the following pages;			
Signature	Name	Position	Date (dd/mm/yyyy)
Witness Signature	Witness Name		Date (dd/mm/yyyy)
Signed for and on behalf of Next Payments:			
Signature	Name	Position	Date (dd/mm/yyyy)

Full payment of the Temperature Kiosk must be made to the below account before it is released. Please be sure to add your trading name to the description of the payment.

Direct Bank Payment Details
Name of Account
Pivot Tech
Name of Bank
Westpac
BSB
033-358
Account Number
649948

Temperature Kiosk Order Form

The below bank details will be used to direct debit the monthly QR Code Fee.

QR Code Fee Direct Debit Details	
Name of Account	
Name of Bank	
BSB	
Account Number	

Direct Credit/Debit Terms and Conditions	
<p>Definitions Account – Means your account referred to above which you provide us authority to credit/debit funds in accordance with this agreement. Payment Day – means either the day that payment is due to you and/or payment is due to us. Debit Payment – means a particular transaction where a debit is made. Credit Payment – means a particular transaction where a credit is made. All other terms have the meaning outlined in attached terms and conditions of this agreement and can be found under Definitions.</p>	
<p>1. Debiting and Crediting your Account. By signing this Direct Credit/Debit Arrangement you authorise us to debit or credit your Account. Should a Payment Day not occur on a Business Day, the Payment Day will then occur on the following Business Day.</p>	
<p>2. Changes to Direct Credit/Debit Arrangement. Either party may vary this arrangement at any time by providing at least 14 days written notice. Requests for change should be made by contacting 1300 659 918. If the requests is to cancel the Direct Credit/Debit Arrangement, a monthly Manual Payment Fee may be payable.</p>	
<p>3. Your Obligations. It is your responsibility to ensure adequate funds are available to allow a Debit Payment. If there are insufficient funds in your account to accommodate the Debit Payment, your financial institution may charge you a fee and/or interest and we may charge you a reasonable payment default fee.</p>	
<p>4. Dispute. If you believe there has been an error in debiting or crediting your account, you should notify us immediately on 1300 659 918. We will respond to your query by providing our findings along with any evidence and, if found that your Account has in fact been incorrectly debited or credited, we will arrange for your financial institution to adjust your account accordingly and provide notice to you in writing of the adjustment amount. If you are unsatisfied with our finding and/or evidence, you may refer the matter to your financial institution who may lodge a claim relating to the disputed amount on your behalf.</p>	

Signatures			
By signing below you acknowledge and agree that you have read and understood the aforementioned Direct Debit/Credit terms and conditions			
Signature	Name	Position	Date (dd/mm/yyyy)
Witness Signature	Witness Name		Date (dd/mm/yyyy)

PLEASE EMAIL THIS COMPLETED FORM TO: INFO@NEXTPAYMENTS.COM.AU

Temperature Kiosk Order Form

TERMS AND CONDITIONS

Next Payments Pty Ltd ACN 160 985 106 ("Next") and the Customer agree in consideration of, among other things, the mutual promises contained in this document ("Agreement").

1 Introduction

Each signatory of the Customer confirms that they are an authorised agent of the Customer with all relevant permissions to bind the Customer to this Agreement. The Agreement is legally binding once the Customer has signed the Agreement and the Agreement has been accepted by Next. Next may accept the Agreement by executing it or providing the Equipment as agreed.

2 Customer acknowledgements and obligations

The Customer must ensure that the Equipment is used only in its general business operations and solely for the purposes for which it was designed; only use the QR data collected solely for the purposes of contact tracing and to comply at all times with all laws relating to the Equipment and their use, the collection, use and storage of QR data and all instructions and recommendations issued by the supplier or manufacturer of the Equipment and Next.

NEXT's Rights and Responsibilities

General faults and wear and tear of the Equipment are not covered under the scope of Warranty. Next will not be responsible for any faults arising in the Equipment from the misuse, negligence, failure to follow the instructions set in this Agreement, any instructions, warranty or training given by Next, their agents and affiliates and/or vandalism of the Equipment by the Customer, the Premises and/or any of its employees, patrons or agents.

3 Payment obligations

3.1 The Customer must pay the fee for the equipment together with, if applicable, any installation and delivery fees.

3.2 If the Customer elects to utilise the QR code, it must pay the Monthly Payment on or before the 10th day of each calendar month during the Term by way of direct debit or in such other manner as Next may from time to time direct in writing; and without set-off, counterclaim or deduction. The Customer's obligation to pay all moneys due under this Agreement is absolute and unconditional and (without limitation), will continue notwithstanding any defect in, breakdown of, accident, loss, theft or any other such damage to the Equipment.

3.3 If the Monthly Payment includes amounts payable for maintenance, labour and parts or for the provision of other Equipment Services, then whether or not such amounts are separately identified in this Agreement the Customer agrees and acknowledges that:

4 Overdue Payments

The Customer must pay interest on any moneys payable under or in connection with this Agreement which are overdue at the Overdue Rate and on a daily basis for the respective periods from the date the moneys became due to the date of payment of those moneys in full by the Customer and such interest amount shall compound monthly.

5 Software

The customer can elect to utilise QR code information software. The Customer must not refuse to pay any Monthly Payments should the QR Software be defective or unsuitable. If the Warranty includes maintenance, labour and parts, then Next will be responsible for providing upgrades to the Software as may be required from time to time.

6 Liability

6.1 The Customer indemnifies and agrees to hold harmless Next and its agents, employees, contractors or representatives (**Indemnified Party**) against any claim, action, damage, loss, liability, cost, charge, expense (including legal expenses but excluding (1) indirect cost, loss and expenses and (2) any liability, cost, loss or expense to the extent due to Next's fraud, wilful misconduct or gross negligence) outgoing, or payment suffered or incurred by the Indemnified Party which arises from, or in respect of the delivery, installation, use or change of use, location, condition, operation, seizure, forfeiture or other confiscation of the Equipment; the loss, destruction or theft of, or damage to, the Equipment however caused, including loss of value resulting from inefficient, inadequate or faulty repair; any damage to property or death of, or injury to, any person suffered or sustained in connection with the Equipment or the use of the Equipment; any failure by the Customer to observe its obligations under this Agreement or arising from the early termination of this Agreement; any untrue or misleading representation, warranty or statement (including on tax matters) made by the Customer with reference to or in connection with this Agreement (and which are not otherwise recoverable under this Agreement); any reasonable steps taken by Next to administer, exercise, enforce or preserve any of its rights under or in connection with this Agreement; any new legislation or change in any legislation or subordinate legislation, or any change in any ruling, guideline, directive or requirement issued by any government authority or any change in the interpretation of any such legislation, subordinate legislation, ruling, guideline, directive or requirement that affects this Agreement, the transactions evidenced by this Agreement, our obligations under this Agreement or our return under this Agreement; and

6.2 Each indemnity in this clause is a separate and independent obligation and continues in full force and effect notwithstanding the termination (however occurring) of this Agreement.

7 Liability

Under *Competition and Consumer Act 2010* (Commonwealth) or another law to a similar effect, the Customer may have the benefit of statutory warranties, guarantees and other rights in respect of the Equipment. Apart from these, and to the full extent permitted by law:

7.1 Next makes no representation or warranty as to the condition, specifications, quality, fitness for purpose, suitability or safety of the Equipment or as to the taxation treatment or accounting classification of any transaction evidenced by this Agreement; and

7.1.1 Next is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Equipment.

7.2 Whether or not the the *Competition and Consumer Act 2010* (Commonwealth) or any law to a similar effect applies, Next warrants that the equipment will: (i) be of quality and in accordance with the highest recognized standards (ii) be new, unless the Agreement expressly provides otherwise; (iii) be, and use only materials or components, of the kind, make, and quality specified in the Agreement; (iv) be free from defects in design, workmanship, or materials; (v) comply with applicable law and industry codes or standards; (vi) conform to, and perform per Agreements requirements (including a performance guarantee) or implied warranty under applicable law; (vii) be merchantable, safe, and appropriate for their normal purpose; and (viii) Next warrants all Products, including installation and will comply with this Warranty of Products clause for six months from date of purchase.

Temperature Kiosk Order Form

7.2.1 If the customer required repairs or servicing to the equipment after the warranty period expires, then Next shall be entitled to charge a fee of \$150 per hour plus GST for labour plus the cost of any parts required.

7.2.2 Without limiting the essentiality of any other term of this Agreement, the Customer's obligations to pay the Monthly Payment on time and to remain solvent are essential terms of this Agreement. The Customer will be taken to have repudiated its obligations under this Agreement if it does not comply with any of the essential terms of this Agreement. Where not clearly defined (by law, in this agreement or otherwise) Next maintains full discretion in their investigation of, and ultimate determination of the extent to which the Customer has complied (if at all).

8 GST

The Customer must pay or reimburse Next on demand for the amount of any GST payable on any supply made by Next under or in connection with this Agreement. The Customer must also pay or reimburse Next on demand for the amount of any GST payable by Next on the acquisition of the Equipment (to the extent that Next is unable to claim an input tax credit in respect of such GST). All amounts specified in this Agreement are GST inclusive unless stated otherwise.

9 General

This Agreement is governed by the law of Victoria. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria and waives any right to object to the jurisdiction of a Victorian court on the ground that the forum is inconvenient. A party may only waive a right it has under this Agreement in writing. A party does not waive any right it has merely because it fails to exercise the right, delays exercising the right, or only exercises part of the right. A waiver of one breach of a term of this Agreement does not operate as a waiver of another breach of the same term or any other term. If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction. If more than one person is specified in the Agreement as the Customer then each of them is jointly and severally responsible for the obligations of the Customer under this Agreement.

10 Warranty Exclusions

Any hardware changes forced upon the site by change of act or legislation. Damage ordinarily covered by insurance or resulting from air conditioning, humidity or direct heat resulting from equipment being installed outside. Incorrect use of menu by personnel. Foreign objects in consumables. Damage incurred by user in day to day operation. Fluctuating power source, brownouts, and power failure. Deliberate or intentional misuse or damage. Damage resulting from using the Equipment for incorrect, illegal or any other purpose that is not stated in this Agreement or otherwise authorised by Next. Damages resulting from using, performing maintenance on, repairing or positioning the equipment contrary to or in spite of any other instruction given by Next, its agents, affiliates and any third party contracted by Next. Any service call resulting from maintenance, repair or modification of the equipment by non-Next licensed technical personal after or during the term of this agreement. Accidental damage from third parties including but not limited to collisions, structural failure of surroundings or power failures.

11 Definitions and Interpretations

Agreement means this document, including the terms and conditions and the Direct Credit/Debit Arrangement.

Commencement Date means the date of the delivery of the Equipment to the Customer or the Premises. **Customer** means the customer specified in Section 1 of this Agreement. **Equipment** means the Temperature Kiosk. **Force Majeure Event** means any event or circumstance which is beyond the reasonable control of Next, including but not limited to events or circumstances which arise due to: an act of God; strike or other industrial action; fire, flood, drought, earthquake, storm, hail, lightning or severe weather conditions; explosion; or any Government act or order. **GST** means goods and services tax or similar value added tax levied or imposed on a supply in Australia pursuant to the *A New Tax System (Goods and Services Tax) Act (1999)* (Commonwealth) or otherwise.

Indemnified Party has the meaning given to it in clause 6.

Maintenance Fee means the fee payable by the Customer for maintenance of the Equipment, as set out in Section 3 of this Agreement. **Monthly Payment** means the fee for use of the QR code. **Overdue Rate** means 11 cent per annum. **Purchaser** means the customer who is entering the Agreement. **QR code** means the feature that allows visitors to scan the QR code with their phone from the temperature kiosk and input their information for contact tracing purposes. **Service Location** means the address of service location. **Software** means the software used in the operation of the Equipment. **Warranty Period** means 6 months from date of purchase