

Terms and Conditions of Trade (T+Cs) checklist

do your T+Cs deal with the following?

If “no”, then you should contact us to discuss making the necessary changes to your T+Cs or processes.

Do your T+Cs provide for personal guarantees?	Yes/No
If you provide goods on credit, do your T+Cs contain Credit Terms?	Yes/No
Do your T+Cs provide for PPS clauses to protect ownership of goods until fully paid?	Yes/No
Do your T+Cs provide for general charging clauses to bolster security for payment obligations?	Yes/No
Do you implement PPS registrations for all security interests created by your T+Cs at the point of opening a new customer account?	Yes/No
Do your T+Cs include Privacy Act consents and acknowledgements?	Yes/No
Do your T+Cs provide for a rate of interest on default?	Yes/No
Do your T+Cs provide limitation of liability clauses or clauses dealing with implied guarantees under the Consumer Laws?	Yes/No
Do your T+Cs provide for force majeure allowances?	Yes/No
Do you review your security position under Credit Accounts before you increase a credit limit over a certain amount?	Yes/No
Do you cause any searches or credit checks of customers before granting credit over a certain limit?	Yes/No
Do you have processes in place where you automatically suspend a client account and take enforcement steps for bad debts meeting a certain criteria?	Yes/No

Personal Properties Securities Act (PPS) checklist

are any of these examples relevant in your business?

If “yes”, it is likely that the PPS regime will affect you. Contact us to discuss the impact in further detail. We note that the PPS applies to all personal property EXCEPT land.

Do you own personal property that could be in someone else’s possession for longer than 90 days?	Yes/No
Do you consign goods to other people to sell?	Yes/No
Do you manufacture and sell goods?	Yes/No
Do your terms and conditions of sale (T+C’s) state that you retain ownership until you are fully paid (i.e. retention of title / Romalpa clause)?	Yes/No
Do you lease goods or chattels to others, whether on their own or as part of a lease of land?	Yes/No
Do you have security over a motor vehicle, boat or aircraft?	Yes/No
Do you have security over property which has serial number identification?	Yes/No
Are you involved in transactions under which debts are assigned to you?	Yes/No
Do you lend money or extend credit for the purchase of inventory or particular items of personal property?	Yes/No
Do you take security over intellectual property (e.g. design, patent, plant breeder’s right, trademark) or grant licences of intellectual property?	Yes/No
Have you granted “fixed and floating” charges or have they been granted to you?	Yes/No
Do you deal in livestock, crops or equipment that is not physically in your possession?	Yes/No
Do you buy or sell personal property, either with real estate or on its own?	Yes/No
Do you provide hire-purchase finance?	Yes/No
Do you include charging clauses in your standard documents to give you security for an obligation?	Yes/No
Do you take control of your customer’s bank accounts to secure obligations owed to you?	Yes/No
Does any existing agreement to which you are a party include provisions which create security over property to secure the obligations of a party under the agreement (i.e. joint venture agreements, shareholder’s or unitholder’s agreements, licensing agreements, franchise agreements etc)?	Yes/No