



**LexisNexis Australia**  
**Terms of Trade for Bookshops**

Effective for orders received on or after **1 June 2012**.

These Terms of Trade ("Terms") relate to the supply of Written Publications by Reed International Books Australia Pty Limited trading as LexisNexis ("LexisNexis", "we " or "us ") to its customers ("you").

These Terms are available only to bookshops or subscription agents permanently staffed under full-time management and recognised by us as operating as suppliers to students, libraries and the general public.

By signing and submitting an Order to us, you indicate your acceptance of these Terms. If you have not previously submitted an Order to us, you must also complete and submit with your Order a Customer Account Application form. Acceptance of an Order is subject to approval by our head office.

We may amend these Terms by providing written notice to you. The amendment will take effect immediately for all new Orders placed after we send you the written notice of the amendment and, for any products or services under an existing Order, 30 days after we send you the written notice of the amendment.

**1. Credit Assessment**

By submitting the Customer Account Application form, you authorise us to carry out any credit checks on you with third parties as we may require.

You authorise us to make enquiries and to use, exchange or disclose information which is disclosed on the Customer Account Application form or is obtained by us from any other source, from or to any other credit provider or credit reporting agency:

- (i) Concerning your creditworthiness;
- (ii) For the purpose of providing or obtaining a reference.

**2. Pricing and Payment Terms**

You must pay the amount specified in an invoice within 30 days from date of the invoice. We may in our discretion impose other payment terms on you and charge you interest on late payments at the rate of 10% per annum.

If you do not pay us the invoiced amount in full within the time stipulated in the invoice, we may submit your account to a collection agency. If we do, you agree that we may recover the outstanding amount specified in the invoice together with interest, our legal costs, bank fees and charges and

other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.

All cheques must be capable of been honoured in the first instance. Dishonoured cheques will attract a handling and administration fee.

Our prices and our pricing policies are subject to change at any time and without notice to you.

Any claims for products returned in accordance with our Returns Policy cannot be offset against any payments owing to us by you until such time you have received a credit note for the returned goods from us.

### **3. Discounts**

3.1 Any discounts we offer to you will be subject to and applied according to the representation of LexisNexis Australian products offered by you as detailed in the attached **Annexure 1**.

3.2 Legal and commercial text books and student or practitioner reference books published by Butterworths UK or any other overseas group companies will be provided with a discount of no more than 25% off the recommended retail price.

3.3 Your discount will be reviewed annually and may be withdrawn if you no longer meet the requirements of **Annexure 1**.

3.4 We may, in our discretion, make other special discount arrangements with you.

3.5 Any discounts we offer to you are at our discretion and we are entitled to withdraw the discounts at any time in full or in part.

### **4. Returns Policy**

Unless by special arrangement, returns will only be accepted for Australian located bookstores or subscription agents on the following conditions:

4.1 You must lodge a Returns Request form and obtain a Returns Request Authorisation Number from us before returning any books or other products to us for credit. This Returns Request form must categorise the books being returned into the following categories:

- a) Overstock (includes books of dropped adoptions);
- b) Damaged goods – books delivered by us that are not in saleable condition. In this regard, please note the provisions of paragraph 6.3 below;
- c) Incorrect supply by us (e.g. if an incorrect ISBN has been supplied; double supply of stock or incorrect quantities supplied);
- d) Old edition or Out of print edition– if a new edition has superseded the returned edition or the edition has been made “out of print”.

4.1a A Returns Request form that does not categorise the returned books as above will automatically be classified as “other” and will be counted against your allowable returns as approved from time to time by us.

4.2 A Returns Request Authorisation is valid for 60 days from the date of issue. After 60 days it will be deemed as null and void.

4.3 All returns must:

- a) be accompanied by the Return Authorisation Number;
- b) be accompanied by the invoice number;
- c) must be properly packaged and clearly labelled;
- d) include a copy of the Returns Request Authorisation documentation;
- e) be dispatched to our Distribution Centre;
- f) arrive in mint, re-saleable condition; and
- g) with the exception of faulty goods, be returned to us by pre-paid postage.

**Stock returns without a Return Authorisation Number and accompanying documentation will not receive a credit.**

4.4 Where there is a new edition, returns of the previous edition will only be accepted up to two (2) months after publication of the new edition. After this time, the return authorization is null and void.

4.5 Other than books replaced by a new edition, any returns must be effected within twelve (12) months of the date of the invoice. We reserve the right to refuse returns that exceed 10% of the moving annual total of sales. This 10% limit is to be applied only on categories 4.3(a) above.

4.6 All Returns must be dispatched to our Distribution Centre at 1/18 Shale Place, Eastern Creek NSW 2766. Any returns received in other LexisNexis locations will attract re-shipping and handling charges, which will automatically be billed to your billing account. The fee is \$7.70 per kilogram (inclusive of GST) plus \$100 (inclusive of GST) handling charges.

**Note:** Unless goods are faulty, we will not accept returns or issue any credits for products published outside Australia.

## 5. Orders

Orders should preferably be in writing or sent by:

**Fax to:** 1800 800 122

**E-mail:** [orders@lexisnexis.com.au](mailto:orders@lexisnexis.com.au)



**Post:**

Lexis Nexis Australia  
Locked Bag 2222  
Chatswood Delivery Centre  
CHATSWOOD NSW 2067

**6. Delivery, Inspection and Acceptance**

6.1 A handling fee of \$11.00 (GST inclusive) applies to all deliveries, with the following exceptions:

- a) orders over the \$125.00 net;
- b) back orders resulting from partial fulfillment of orders over \$125.00;
- c) pre-publication offers;
- d) orders placed with Lexis Nexis Sales Consultants.

6.2 Delivery times are estimates only and we will not be liable for any loss, damage or delay suffered or incurred by you or your customer arising from late or non-delivery of products.

6.3 You must inspect all products upon delivery to your premises and must, within 7 days of delivery, give us notice in writing of any product discrepancies. Failure to give such notice and to the extent permitted by law, the products will be deemed to have been accepted by you.

**7. Retention of Title**

7.1 Risk of loss or damage to the products passes to you on delivery.

7.2 Until payment for any goods or products is made in full to us, you agree that:

- a) The goods remain our property and are held by you as bailee for us;
- b) You must ensure that the products are clearly identified at all times as belonging to us.

**8. Governing Law**

The law in force in the State of New South Wales governs these Terms and we and you each submit to the non-exclusive jurisdiction of the courts of New South Wales.

LexisNexis is a division of Reed International Books Australia Pty Limited ABN 07 001 002 357

Registered Office: Tower 2, 475-495 Victoria Ave Chatswood NSW 2067

**Email:** [returns@lexisnexis.com.au](mailto:returns@lexisnexis.com.au) **Customer Relations:** 1800 772 772 **Website:**  
[www.lexisnexis.com.au](http://www.lexisnexis.com.au)

**LexisNexis Privacy Policy:** <http://www.lexisnexis.com.au/en-au/privacy-statement.page>

## **9. Compliance with Laws**

9.1 You shall at all times comply with:

- a) all Applicable Laws relevant to its duties, obligations and performance under these Terms, including Applicable Laws concerning bribery, corruption and related matters; and
- b) the Code (as defined below).

9.2 Save for Permitted Expenses, you shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, directly or indirectly: (i) to any commercial contact in connection with the your business; or (ii) to any Official in connection with either obtaining a business advantage for you or improperly performing any function; in either case even if such an act is permitted under local law.

9.3 You represent and warrant that no such commercial contact or any Official holds any financial interest in you, or has any remunerated connection with it, or owes duties to, or is owed duties, by it, save as disclosed in advance to you.

9.4 You shall not accept any financial or other advantage from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of the Company.

9.5 You shall promptly report any apparent breach of paragraphs 9.1 to 9.4 to LexisNexis.

9.6 You shall:

- a) maintain accurate and complete records of all expenditures related to its performance of these Terms and make such records available to you and/or any person authorised by you on reasonable notice;
- b) answer, in reasonable detail, any written or oral enquiry from LexisNexis related to your compliance with this paragraph 9; and
- c) facilitate the interview of staff employed by you (or any of your agents) at any reasonable time specified by LexisNexis related to the your compliance with this paragraph 9.

9.7 We shall have the right to terminate these Terms on no notice, without liability, for breach of paragraphs 9.1 to 9.4.

9.8 In this paragraph:

- a) “Applicable Laws” means all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders applicable to these Terms;

- b) “the Code” means the Reed Elsevier Code of Conduct for Suppliers, which is available at <http://www.reedelsevier.com/corporateresponsibility/Documents/policies/reed-elsevier-supplier-code-of-conduct.pdf>;
- c) “Official” means any (i) official or employee of any government or any instrumentality of government or any government-owned, operated or controlled entity (including without limitation state-run universities, hospitals or libraries); (ii) political party or party official; or (iii) any candidate for public office; and
- d) “Permitted Expenses” means reasonable and bona fide travel, lodging and related expenses of a modest nature, which are directly related to the promotion, demonstration or explanation of products or services or the performance of an existing contract, and provided that such payments are permissible under all Applicable Laws.

**ANNEXURE 1**

Any discounts will be applied according to the representation of LexisNexis products offered by you and according to the product type.

<b>Tier 1 Customers</b> Discount applicable: 30% on textbooks	<b>Tier 2 Customers</b> Discount applicable: 25% on textbooks	<b>Tier 3 Customers</b> Discount applicable: 20% on textbooks
<b>Tier 4 Customers</b> Discount applicable: 15% on textbooks	<b>Tier 5 Customers</b> Discount applicable: Nil Not entitled to returns rights.	

**Tier 1 Customers are those who:**

1. Are an authorised campus bookstore of a bona fide University or educational institution;
2. Have a physical retail presence trading all year around, offer a full bookstore service and are staffed by knowledgeable sales people;
3. Stock a range of LexisNexis products including texts, discretionary products and practitioner titles;
4. Participate in LexisNexis co-promotion initiatives and promote LexisNexis products in store, through direct marketing and other channels;
5. Manage their returns within the agreed limits outlined in paragraph 4.5 of the Bookshop Terms of Trade;
6. Pay their accounts within the agreed terms outlined in the Bookshop Terms of Trade.

**Tier 2 Customers are those who:**

1. Have a physical retail presence trading all year around;
2. Stock a wide range of LexisNexis products;
3. Manage their returns within the agreed limits outlined in paragraph 4.5 of the Bookshop Terms of Trade;
4. Pay their accounts within the agreed terms outlined in the Bookshop Terms of Trade.



**Tier 3 Customers are those who:**

1. Stock LexisNexis products in response to specific customer orders;
2. Manage their returns within the agreed limits outlined in paragraph 4.5 of the Bookshop Terms of Trade;
3. Pay their account within the agreed terms outlined in the Bookshop Terms of Trade.

**Tier 4 Customers are those who:**

1. Do not have a physical retail presence;
2. Stock LexisNexis products in response to specific customer orders;
3. Manage their returns within the agreed limits outlined in paragraph 4.5 of the Bookshop Terms of Trade;
4. Pay their account within the agreed terms outlined in the Bookshop Terms of Trade.

**Tier 5 Customers are those who:**

1. Stock LexisNexis products in response to specific customer orders;
2. Do not have a trading history or a clean credit history with Lexis Nexis;
3. Pay their account within the agreed terms outlined in the Bookshop Terms of Trade.