

AMENDMENT TO TERMS AND CONDITIONS FOR GROWER REGISTRATIONS

Amendment effective 01/08/2011

Please note in order to reflect NGR's business practice the Terms and Conditions agreed to when joining NGR have been revised. The following Terms and Conditions are effective as at 01/08/2011 and supersede the Terms and Conditions found on Grower Registration Forms predating this amendment.

You and NGR

1. National Grower Register Pty Ltd (NGR) and its registered users shall be entitled to rely and act upon the information contained in this registration form. Any subsequent changes of any details provided in this registration form by You (as per the business and personal details in this registration) are not effective unless advised in writing, or a NGR recorded verbal instruction.
2. You certify that the information contained in this registration form is true and correct.
3. You are responsible for ensuring all details are kept current and agree to advise NGR as soon as any details alter.
4. You indemnify NGR and its registered users for any losses, damages, taxes, fines or penalties suffered by them arising from any untrue or incorrect information provided on this form by You.
5. You acknowledge receipt of NGR's privacy statement (refer www.ngr.com.au) and authorise use of the information for the purposes specified in the Statement.

Linking

6. You, in this registration form or in a later addendum may establish a link between the NGR delivery card number to which You are a payee (the "NGR card number") and Your delivery card number allocated by AWB Ltd ("AWB") or Cooperative Bulk Handling Ltd ("CBH") (the "linked card number") provided that all payees attached to the NGR card number agree to the link.
7. A registered user quoting the linked card number shall be entitled to the information held by NGR in respect of You and the NGR card number.
8. Any deliveries to AWB or CBH using the linked card number shall be deemed a delivery against the NGR card number and NGR's registered users shall be entitled to deal with You in respect of that delivery on the basis of the details registered against the NGR card number.
9. In the event that AWB or CBH introduces a new numbering system for payments that replaces the linked number specified for that marketer the link shall be deemed to be the new replacement number unless You advise otherwise.

GST

Where You are registered for GST and supply grain or other primary product to a trader, that is a registered user, ("Trader") the following shall apply;

10. The Trader through its agent NGR and You acknowledge that the You are an entity registered for GST.
11. You consent to the provision of a Recipient Created Tax Invoice ("RCTI") by a Trader in consequence of any supply of grain or primary product by You to the Trader.

12. You agree to notify the Trader through its agent, NGR as soon as You cease to be a registered entity under the Act.
13. You agree not to issue any tax invoices to the Trader in respect of any supply of grain or other primary product to the Trader.
14. The Trader through its agent NGR agrees that the Trader will not issue an RCTI on or after the date when neither You or the Trader are in breach of any other requirements for issuing RCTI's
15. You and NGR expressly acknowledge and agree that these terms and conditions contained in this section may be read together with any contract entered between NGR, and a Trader, as principal, for the purpose of complying with the relevant legislation and any regulations and GST Rulings.

Voluntary Membership Subscriptions and Levies

16. In the event that you have ticked "Yes" to one of the voluntary membership subscriptions and levies deductions preferences, you:
 - a) consent to NGR providing your registered NGR card number(s) to the recipient of the deduction;
 - b) consent to NGR providing your contact details to the recipient of the deduction;
 - c) consent to NGR providing the deduction preference to the recipient of the deductions; and
 - d) authorise the voluntary membership subscription and levy to be deducted from grain payments

Please be advised that these Terms and Conditions are subject to change without notice, if you should require an updated copy please contact the NGR Contact Centre on 1800 556 630.

Privacy Policy

To view the NGR Privacy policy please view www.ngr.com.au