

**Title**      **GS1 Terms of Trade**

**Version**    **1.0**

**Date**      **1 July 2024**

**Doc type**   **For Australian users**

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## 1.0 Precedence of Terms

- 1.1 Your arrangement with GS1 Australia is governed by the following agreements:
- (a) The GS1 Specific Terms for GS1 Services ("**GS1 Specific Terms**");
  - (b) The GS1 General Terms for GS1 Services ("**GS1 General Terms**");
  - (c) The GS1 Membership Agreement; and
  - (d) The GS1 Terms of Trade.

In the event of an inconsistency in the provisions of the agreements listed, the order of the documents as presented in this clause will prevail to the extent of the inconsistency.

## 2.0 Invoice Terms

- 2.1 Unless otherwise agreed in writing, Invoices must be paid in full within 30 days of the date of the Invoice.
- 2.2 Continued access and use of the applicable GS1 Service constitutes acceptance of the current applicable GS1 General and Specific Terms.

## 3.0 Invoicing

- 3.1 GS1 Australia will send invoices by email to Your Authorised Personnel. In accordance with the GS1 General Terms, it is Your responsibility to update Your contact details.
- 3.2 You may request hard copy Invoices. GS1 Australia may charge processing costs for hard copy mail.
- 3.3 On request, We may agree to the use of Electronic Data Interchange (EDI) for the exchange of invoices.

## 4.0 MyGS1 Portal

- 4.1 As a GS1 Member, the MyGS1 Portal can be accessed by You and/or Authorised Personnel to:
- (a) update Your contact details;
  - (b) view, download and pay for Invoices;
  - (c) view and/or download any credit notes; and
  - (d) complete and submit a Turnover Declaration.

- 4.2 You can request assistance when You are experiencing difficulties in paying an Invoice by contacting our Collections team on [member.retention@gs1au.org](mailto:member.retention@gs1au.org) or on 1300 227 263.
- 4.3 For general membership information, contact the Customer Support team on 1300 227 263 or +61 3 9558 9559 .

## **5.0 Purchase Order Numbers**

- 5.1 You may request an Invoice with a Purchase Order Number. You must provide GS1 Australia with the relevant Purchase Order Number no later than seven days before the production of the invoice.
- 5.2 Where You do not provide a Purchase Order Number in accordance with clause 5.1, GS1 Australia will issue an Invoice and update its system noting that the Purchase Order Number was not provided for the Invoice.
- 5.3 Failure to pay an Invoice because it does not reference a Purchase Order Number will constitute breach of the Terms of Trade.
- 5.4 Where You have multiple GS1 memberships or GS1 Service subscriptions, You may request GS1 Australia to aggregate the applicable Invoices.

## **6.0 Reissuing Invoices**

- 6.1 Where you request an Invoice to be reissued, GS1 Australia may charge an Administration Fee. The reissued Invoice will be dated at the original Invoice date regardless of the reason for reissue.

## **7.0 Refunds**

- 7.1 Unless otherwise agreed in writing, You are not entitled to a rebate or refund of any Fees for GS1 Membership or GS1 Services.
- 7.2 Subject to clause 7.1, where you terminate Your GS1 Membership or GS1 Services, refunds will not be issued for Licence Fees or Service Fees paid.
- 7.3 Where a refund has been agreed to, the refund will be issued as follows:
- (a) refunds will exclude any surcharges applied at time of payment as a result of the payment method selected, unless the refund results from a GS1 Australia error;

- (b) refunds will be deposited directly into your nominated bank or credit card account;
- (c) it is your responsibility to check that the funds are deposited into the nominated account;
- (d) allow 2 business days for bank clearance.

## **8.0 Credit Notes**

- 8.1 Credit Notes are available on request. GS1 Australia may charge an Administration Fee.

## **9.0 Turnover Declaration**

- 9.1 GS1 Australia uses Your declared Turnover to determine the appropriate Fee for GS1 Membership and relevant GS1 Services.
- 9.2 You may update your Turnover Declaration at any time. GS1 Australia may request evidence from You or any third party (including financial institutions, ASIC, credit reporting agencies and any personal credit and/or consumer credit information providers) to verify a change to Your Turnover. Where accepted, the update to Your Turnover will take effect for the next billing cycle for the relevant GS1 Service.
- 9.3 No later than 31 May of a relevant year, GS1 Australia requires each Member to confirm its Turnover for the purposes of billing for GS1 Membership, and where relevant, a GS1 Service. GS1 Australia will use its best endeavours to remind you of this obligation on or about 1 April of the relevant year.
- 9.4 Where GS1 Australia does not receive a Turnover Declaration in accordance with clause 9.3, We may apply a Default Licence Fee Rate to your GS1 Membership.
- 9.5 GS1 Australia may vary the recorded Turnover to reflect the existence of multiple GS1 Australia membership or service subscriptions. In the event of multiple memberships for Your organisation, each membership Declared Turnover should reflect only the Turnover of that business unit holding the membership.
- 9.6 If the amended Turnover Declaration results in an Invoice or a refund, GS1 Australia may apply an Administration Fee.

## 10.0 Payment Methods

### 10.1 Direct Debit

- (a) You can establish a direct debit facility by completing a [direct debit form](#) and emailing to [paybill@gs1au.org](mailto:paybill@gs1au.org). The Direct Debit Terms will apply to direct debit payments.
- (b) Where You connect a direct debit:
  - (i) to a bank account, a 2% discount will apply on all Invoices; and
  - (ii) to a credit card account, the credit card surcharge fee will be waived. The 2% discount does not apply to direct debits from a credit card account.
- (c) To receive the benefits in clause 10.1(b), GS1 Australia must receive the Direct Debit Form three (3) business days prior to the date the Invoice is issued.
- (d) Direct debit lodgement will occur no earlier than five (5) business days after the date of each invoice to be paid. Each Invoice will clearly identify the direct debit amount and information as to when the lodgement will take place. With agreement, GS1 Australia may manually debit the nominated account for initial and ad hoc payments.

### 10.2 Pay Online

- (a) You can make Online payments through the MyGS1 portal. If required, Your nominated GS1 Coordinator can provide MyGS1 portal access to You and Your Authorised Personnel.
- (b) Use of MyGS1 will ensure prompt reconciliation and settlement of your account.

### 10.3 Electronic Funds Transfer (EFT)

- (a) EFT payments can be made by depositing the required funds directly into the GS1 Australia bank account.  
National Australia Bank  
BSB 083 266  
Account Number 696157718  
Including the invoice number in the payment description.
- (b) To facilitate prompt account reconciliation, please ensure that a remittance advice containing your company name and the invoice details (including invoice number, amount and payment description) is emailed to GS1 Australia at [paybill@gs1au.org](mailto:paybill@gs1au.org).

- (c) EFT payments are not eligible for the direct debit discount.

#### 10.4 BPAY

- (a) You can make BPAY payments from Your nominated account by using Your financial institution's phone or internet banking service.
- (b) When paying by BPAY:
  - (i) quote Biller Code 1222;and
  - (ii) the GS1 Australia Reference Number (Invoice Number) printed at the bottom right of your invoice. The reference number will be different for every invoice.

#### 10.5 Credit Card

- (a) GS1 Australia accepts Visa and MasterCard credit cards.
- (b) GS1 Australia incurs merchant processing fees for all credit cards. An additional credit card processing surcharge of 1.5% for Visa and Mastercard payments will be applied to reflect the merchant processing fee.

### **11.0 Late Payment of Invoices**

#### 11.1 Where you fail to pay an Invoice in accordance with the Terms of Trade, GS1 Australia may:

- (a) charge an Administration Fee (after giving 15 days' notice of such failure in payment) for any overdue amount plus all costs and expenses incurred by its mercantile agents in respect of the unpaid invoice as a liquidated sum together with interest calculated in accordance with the Penalty Interest Rates Act 1983 (Vic) from (and including) the date the payment was due until (but excluding) the date it is received in full (together with administration fees and interest); and
- (b) remove or suspend Your access to the GS1 System and GS1 Services.

#### 11.2 Where You are overdue in paying an Invoice, GS1 Australia may:

- (a) ask for payment in advance before providing the GS1 Service in the future; and/or
- (b) not renew the GS1 Membership or provide GS1 Service(s) until overdue Invoices are settled.

## 12.0 Debt Collection

- 12.1 GS1 Australia may refer overdue Invoices to a collection agency for recovery. Once forwarded to the collection agency additional collection charges will apply to cover the costs and expenses of the collection agency. These collection charges are payable by You directly to the collection agency regardless of payment of the Invoice.
- 12.2 GS1 Australia may charge an Administration Fee for debt collection on overdue Invoices.

## 13.0 GST

- 13.1 If a party making a supply under an agreement (the 'Supplier'):
- (a) is liable to pay GST on that supply; and
  - (b) the fee or charge stated in the agreement for that supply does not expressly include GST, then the party receiving the supply must pay the Supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 13.2 You must pay all other taxes imposed in Australia in respect of this Agreement.
- 13.3 All Invoices will be tax invoices for GST purposes.

## 14.0 Definitions

**Administration Fees** means fees GS1 Australia may apply in accordance with these Terms of Trade and/or published fee schedules. Administration Fees are not typically applicable to administration processes included as part of subscription, i.e. issue of numbers within an allocation.

**Authorised Personnel** means a primary contact or other parties notified to GS1 in writing from time to time who are expressly authorised to act for and on Your behalf.

**GS1 Australia (We/Us)** means GS1 Australia Limited (ABN 67 005 529 920).

**GS1 Licence Fee** means the annual licence fee for GS1 membership payable by You specified in the Licence Application and payable under the GS1 Membership Agreement.

**GS1 Service(s)** means any services offered by GS1 from time to time in under Specific Terms and set out in Schedule 1 such as, but not limited to, GS1 Registry Platform and GS1 Registry Services, Trusted Content Services, Smart Media, Recall and Recall Health.



**GS1 Service Fee** means the fees payable for GS1 Services supplied by GS1 to You from time to time.

**Purchase Order Number** means is a number generated by You to authorise, track, and manage the ordering and payment process for the GS1 Licence Fee and GS1 Services.

**Default Licence Fee Rate** means the fee advised to You by GS1 Australia that is applied when You have not provided the Turnover or confirmed Your Turnover for the relevant year as required under the Terms of Trade. This rate is used to calculate the GS1 Licence Fee that will be applied in the absence of specific Turnover information.

**Direct Debit Terms** means the terms and conditions governing Your direct debit facility set out in the direct debit form.

**Invoice** means a tax invoice as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Turnover** means:

- (a) for Australian organisations, the Australian based revenue for a twelve month period, including all related subsidiary entities in which you have a majority interest, regardless of the number of products or objects utilising the GS1 system;
- (b) for Government and statutory organisations, revenue includes income from the sale of products and services as well as any Government appropriations, contributions, subsidies or other Government distributions and funding;
- (c) for international companies with no Australian revenue, turnover is deemed to be the global revenue expressed in Australian dollars.

**You** means the individual, company, corporation or other legal entity whose details are set out in the Registration Form to which this Agreement relates and any executors, administrators, successors and permitted assigns of that entity, and "Your" has a corresponding meaning.