

Noosa Garage Doors – Terms & Conditions of Trade

1.	Definitions	Goods to proceed then the Contractor shall be entitled to deliver 14.3 installation of the Goods until the Contractor is satisfied that it is safe for the installation to proceed.	The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.
1.1	"Contractor" means Noosa Garage Doors Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Noosa Garage Doors Pty Ltd.	7.5 All work will be tested to ensure that it is electrically safe and in accordance with all codes of practice and other standards applying to the electrical installation under the Electrical Safety Regulation 2002. All of the cabling work will comply with the Australian and New Zealand Wiring standards.	19.3 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.
1.2	"Client" means the person or any person acting on behalf of and with the authority of the Client requesting the Contractor to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Client, it is a reference to each Client jointly and severally; and (b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (c) includes the Client's executors, administrators, successors and permitted assigns.	8.1 All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless the Contractor and the Client agree otherwise in writing. 8.2 The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.	19.4 The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by): (a) the provision of Goods and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or (c) passing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Goods.
1.3	"Goods" means all Goods or Services supplied by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	9.1 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Contractor and the Client in accordance with clause 5 below.	19.5 The Contractor may give information about the Client to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Client including credit history. The information given to the CRB may include: (a) personal information as outlined in 19.1 above; (b) name of the credit provider and that the Contractor is a current credit provider to the Client; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been issued; or (g) alternatively that the Client no longer has any overdue accounts and the Contractor has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments).
1.4	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Contractor and the Client in accordance with clause 5 below.	9.2 It is the responsibility of the Client to ensure that access is suitable to accept the weight of laden trucks, or other lifting/unloading equipment as may be deemed necessary by the Contractor.	19.6 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Contractor makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law. If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2. If the Contractor is required to replace the Goods under this clause or the CCA, but is unable to do so, the Contractor may refund any money the Client has paid for the Goods. If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Client by the Contractor at the Contractor's sole discretion; (b) not limited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Goods; (c) otherwise negated absolutely.
1.5	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	9.2.2 Underground Locations and Hidden Services Prior to the Contractor commencing any work the Client must advise the Contractor of the precise location of all underground or hidden services on the site and clearly mark the same. The mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sump cables, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be applicable to the Services. Whilst the Contractor will take all care to avoid damage to any underground and hidden services the Client agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.	19.7 Subject to this clause 15, returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 15.1; and (b) the Contractor has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible. Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (a) the Client failing to properly maintain or store any Goods; (b) the Client using the Goods for any purpose other than that for which they were designed; (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (d) the Client failing to follow any instructions or guidelines provided by the Contractor; (e) fair wear and tear, any accident, or act of God. The Contractor may in its absolute discretion accept non-defective Goods for return in which case the Contractor may require the Client to pay handling and return freight (10% of the value of the returned Goods plus any freight costs) in addition to the return of the Goods. Notwithstanding anything contained in this clause if the Contractor is required by a law to accept a return then the Contractor will only accept a return on the conditions imposed by that law.
2.	Acceptance	10.1 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and the Contractor.	19.8 Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (a) the Client failing to properly maintain or store any Goods; (b) the Client using the Goods for any purpose other than that for which they were designed; (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (d) the Client failing to follow any instructions or guidelines provided by the Contractor; (e) fair wear and tear, any accident, or act of God. The Contractor may in its absolute discretion accept non-defective Goods for return in which case the Contractor may require the Client to pay handling and return freight (10% of the value of the returned Goods plus any freight costs) in addition to the return of the Goods. Notwithstanding anything contained in this clause if the Contractor is required by a law to accept a return then the Contractor will only accept a return on the conditions imposed by that law.
2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	10.2 The Contractor may at its discretion use or recommend contracted installers to install the Goods. The Contractor takes care to ensure that these installers are competent, trained and independently insured for their work. The Contractor is not liable for damage, loss, the performance or conduct of such an installer then the Client agrees to make such claim direct to the installer in the first instance and shall only involve the Contractor in such a claim if the Client is unable to resolve the issue with the installer.	19.9 The Client can make a complaint by contacting the Contractor via e-mail. The Contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
2.2	These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and the Contractor.	10.3 Electronic signatures shall be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	20. Building and Construction Industry Payments Act 2004 At the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply. Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 or Queensland, except to the extent permitted by the Act where applicable.
2.3	The Contractor may at its discretion use or recommend contracted installers to install the Goods. The Contractor takes care to ensure that these installers are competent, trained and independently insured for their work. The Contractor is not liable for damage, loss, the performance or conduct of such an installer then the Client agrees to make such claim direct to the installer in the first instance and shall only involve the Contractor in such a claim if the Client is unable to resolve the issue with the installer.	10.4 The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.	21. Service of Notices Any written notice given under this contract shall be deemed to have been given to the recipient if: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract; (d) by sending it by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. Any notice that is posted, sent or deemed to have been served, unless the contract is shown, at the time when by the ordinary course of post, the notice would have been delivered.
2.4	Electronic signatures shall be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	10.5 Compliance with Laws The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services. The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services. The Client agrees that the site will comply with any work health and safety (WHS) laws relating to the site and any other relevant safety standards or legislation.	22. Trusts If the Client at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client covenants with the Contractor as follows: (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; (b) the Client has fully and completely and with authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not be liable for the payment of any such trust or the trust fund or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not without consent in writing of the Contractor (the Contractor will not unreasonably withhold consent), cause, demand or require the Client to do any of the following: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.
3.	Errors and Omissions	11.1 The Client acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s). (a) In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Contractor, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.	23. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts of Queensland. Subject to clause 15, the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Contractor may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of the Contractor. The Contractor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to the Contractor's sub-contractors without the authority of the Contractor. The Client agrees that the Contractor may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes or otherwise agrees to them. If the Client makes a further request for the Contractor to provide Goods to the Client, neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and to give any necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.
3.1	The Client acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s).	11.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	24. Intellectual Property Where the Contractor has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Contractor. Under no circumstances shall the Client use any designs, drawings and documents used without the express written approval of the Contractor. The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Contractor against any and all claims or third party against the Contractor in respect of any such infringement. The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Contractor has created for the Client.
3.2	In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Contractor, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.	11.3 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	25. Privacy Act 1988 The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit history) about the Client in relation to credit information from the CRB. The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or
4.	Change in Control	12.1 The Contractor and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid the Contractor all amounts owing to the Contractor; and (b) the Client has met all of its other obligations to the Contractor. Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been cleared and recognised. It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 12.1: (a) the Client is only a bailee of the Goods and must return the Goods to the Contractor on request. (b) the Client's liability for the Contractor's insurance of the Goods on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand. (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor as it so directs. (e) the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Goods are kept and recover possession of the Goods. (f) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred. (g) the Client shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of the Contractor. (h) the Contractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.	26. Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month. In the event the Contractor's sole discretion such interest shall compound monthly at such a rate after as well as before any judgment. If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's contract default fee, and bank dishonour fees). Further to any other rights or remedies the Contractor may have under this contract if a Client has made payment to the Contractor, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or otherwise in breach of the Client's obligations under this contract. Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable. (a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due; (b) the Client has exceeded any applicable credit limit provided by the Contractor; (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) the Client's manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
4.1	The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.	12.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	27. Cancellation Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Goods to the Client. The Contractor will not be liable to the Client for any loss or damage to the Client's property because the Contractor has exercised its rights under this clause. The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Client shall be liable to the Contractor for any loss or damage to the Client for the Goods. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or for non-stock items, will definitely not be accepted once production has commenced, or an order has been placed.
5.	Price and Payment	12.3 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	28. Privacy Act 1988 The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit history) about the Client in relation to credit information from the CRB. The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or
5.1	At the Contractor's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by the Contractor to the Client; or (b) the Contractor's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	12.4 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	29. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts of Queensland. Subject to clause 15, the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Contractor may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of the Contractor. The Contractor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to the Contractor's sub-contractors without the authority of the Contractor. The Client agrees that the Contractor may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes or otherwise agrees to them. If the Client makes a further request for the Contractor to provide Goods to the Client, neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and to give any necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.
5.2	The Contractor reserves the right to change the Price if a variation to the Contractor's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of increases to the Contractor in the cost of materials, labour or as a result of unforeseen circumstances) will be charged for on the basis of the Contractor's quotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by the Contractor within ten (10) working days. Failure to do so will entitle the Contractor to add the cost of any variation to the Price. Payment for all variations must be made in full at the time of their completion.	12.5 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	30. Building and Construction Industry Payments Act 2004 At the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply. Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 or Queensland, except to the extent permitted by the Act where applicable.
5.3	At the Contractor's sole discretion, a part payment of up to fifty percent (50%) of the Price may be required.	12.6 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	31. Service of Notices Any written notice given under this contract shall be deemed to have been given to the recipient if: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract; (d) by sending it by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. Any notice that is posted, sent or deemed to have been served, unless the contract is shown, at the time when by the ordinary course of post, the notice would have been delivered.
5.4	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor which may: (a) before delivery of the Goods; (b) the date specified on any invoice or other form as being the date for payment; (c) for certain approved Clients, either fourteen (14) or thirty (30) days following the date of any invoice given to the Client by the Contractor; or (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor.	12.7 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	32. Trusts If the Client at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client covenants with the Contractor as follows: (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; (b) the Client has fully and completely and with authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not be liable for the payment of any such trust or the trust fund or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not without consent in writing of the Contractor (the Contractor will not unreasonably withhold consent), cause, demand or require the Client to do any of the following: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.
5.5	Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Contractor.	12.8 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	33. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts of Queensland. Subject to clause 15, the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Contractor may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of the Contractor. The Contractor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to the Contractor's sub-contractors without the authority of the Contractor. The Client agrees that the Contractor may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes or otherwise agrees to them. If the Client makes a further request for the Contractor to provide Goods to the Client, neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and to give any necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.
5.6	The Client shall not be entitled to set off against, or deduct from the Price, any sums which are payable in addition to the Price except where they are expressly included in the Price.	12.9 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	34. Privacy Act 1988 The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit history) about the Client in relation to credit information from the CRB. The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or
5.7	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that are applicable in addition to the Price except where they are expressly included in the Price.	12.10 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	35. Building and Construction Industry Payments Act 2004 At the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply. Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 or Queensland, except to the extent permitted by the Act where applicable.
6.	Delivery of Goods	12.11 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	36. Service of Notices Any written notice given under this contract shall be deemed to have been given to the recipient if: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract; (d) by sending it by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. Any notice that is posted, sent or deemed to have been served, unless the contract is shown, at the time when by the ordinary course of post, the notice would have been delivered.
6.1	Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods at the Contractor's address; or (b) the Contractor (or the Contractor's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	12.12 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	37. Trusts If the Client at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client covenants with the Contractor as follows: (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; (b) the Client has fully and completely and with authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not be liable for the payment of any such trust or the trust fund or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not without consent in writing of the Contractor (the Contractor will not unreasonably withhold consent), cause, demand or require the Client to do any of the following: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.
6.2	At the Contractor's sole discretion, the cost of delivery is included in the Price.	12.13 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	38. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts of Queensland. Subject to clause 15, the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Contractor may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of the Contractor. The Contractor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to the Contractor's sub-contractors without the authority of the Contractor. The Client agrees that the Contractor may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes or otherwise agrees to them. If the Client makes a further request for the Contractor to provide Goods to the Client, neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and to give any necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.
6.3	Any time specified by the Contractor for delivery of the Goods is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that the Contractor is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Contractor shall be entitled to charge a reasonable fee for redelivery and/or storage.	12.14 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	39. Privacy Act 1988 The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit history) about the Client in relation to credit information from the CRB. The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or
7.	Risk	12.15 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	40. Building and Construction Industry Payments Act 2004 At the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply. Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 or Queensland, except to the extent permitted by the Act where applicable.
7.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following delivery, prior to ownership passing to the Client, the Contractor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Contractor is sufficient evidence of the Contractor's rights to receive the insurance proceeds without the need for any person dealing with the Contractor to make further enquiries.	12.16 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	41. Service of Notices Any written notice given under this contract shall be deemed to have been given to the recipient if: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract; (d) by sending it by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. Any notice that is posted, sent or deemed to have been served, unless the contract is shown, at the time when by the ordinary course of post, the notice would have been delivered.
7.2	If the Client requests the Contractor to leave Goods outside the Contractor's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.	12.17 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.	42. Trusts If the Client at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client covenants with the Contractor as follows: (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; (b) the Client has fully and completely and with authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not be liable for the payment of any such trust or the trust fund or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not without consent in writing of the Contractor (the Contractor will not unreasonably withhold consent), cause, demand or require the Client to do any of the following: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.
7.3	The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to		