## the Customer any money paid by the Customer for the Goods/Equipment. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation. It is to be considered to the contractor of the contractor shall be liable for a mind all loss incurred whether direct conditions to the contractor as a direct result of the concellation including, but not limited to, any loss of pinth Contractor as a direct result of the cancellation of orders for Goods/Equipment made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed. Privacy Act 1988 The Customer agrees for the Contractor to a children in the contractor of the contractor is a children in the contractor of the contractor Independent Roller Door Services Pty Ltd - Terms & Conditions of Trade "Contractor" means Independent Roller Door Services Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Independent Roller Door Services Pty Ltd. the Customer holds the benefit of the Customer'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. 16.3 the Customer 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 Customer sells, disposes or a parts with possession of the Goods then the Customer must hold the proceeds of any such act 16.4 on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand, the Customer does not be contractor and must pay or deliver the proceeds of the Contractor on demand, the Customer does so them the Customer holds the resulting product on trust for the benefit of 17, the Contractor and must sell, dispose of or return the resulting product to the Contractor as it 17.1 so directs. ustomer's insurance of the Goods on trust for the tor the proceeds of any insurance in the event of the any person acting on benarior and with the authority of independent Rodies Doot Services and Coustomer anaes the person's or any person acting on behalf of and with the authority of the Customer requesting the Contrador to provide the Services as specified in any proposal, updation, order invoice or other documentation, and exvices as specified in any proposal, of there is more than one Customer, is a reference to each Customer jointly and severally; and (d) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee, and includes the Customer's executors, administrators, successors and permitted assigns. "Goods" means all Goods or Services supplied by the Contrador to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or (e) Services. Shall be interchangeable for the other, any accessories supplied on hire by the (f) Contrador to the Customer (and where the context so permits shall include any supply of Services). The Cuptiment shall be as described on the invoices, quotation, authority to hire, or (g) any other work authorisation form provided by the Contrador to the Customer. "Price" means the Price payable (plus any (SST Where applicable) for the Goods and/or Equipment hire as agreed between the Contractor and the Customer in accordance with (f)) (agus 5 below. (c)

Increment of the Property of t 2. 2.1 er is taken to have exclusively accepted and is immediately bound, jointly and 11.2 these terms and conditions if the Customer places an order for or accepts

(a) (b) (c) 1.3

1.5

2.2

**3.** 3.1

(a) (b) 3.2

4. 4.1

5.2 (a)

(b) (c) (d) (e)

(f)

(g) 5.3

5.4 5.5

5.6

5.7

5.9

6. 6.1

62

6.3

6.4

7. 7.1

7.3

7.4

7.5

7.6 7.7

Acceptance

Accept

(d) grapping in Control (as separated in a remain and remain a

11.5

will this clabs.

11.5

At the Confadr's sole discretion the Price shall be either.

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.6

11.7

11.6

11.6

11.7

11.6

11.7

11.6

11.7

11.6

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

11.7

scatholing and/or sossor-lite quupment that may be required for the supply of Services by the Contractor, and any cost of infining such equipment shall be charged additionally to the Contractor and any cost of infining such equipment shall be charged additionally at the Contractor is requested to install guides, lock-up, set switches) which shall be the responsibility of the Contractor is requested to install guides, lock-up, set limits, etc.], which shall be charged additionally at the Contractor is standard labour rates.

Ta The Contractor reserves the right to change the Price if a variation to the Contractor 23 quotation is requested (including the supply of any items specified in clause 52). Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to unforeseen circumstances such as prequised, and so a result of additional works required due to unforeseen circumstances such as prequised, and so it is considered to the contractor of the contractor is quotation and will be shown as variations on the involte. The Customer 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 the variation to the Price. Payment for all variations must be made in full at the time of their completion. At the Contractor's gold disor and exposit may be required. The Customer of the deads of the contractor is a deposit may be required. The Customer of the deads of the contractor of the customer of the deads of the contractor of the customer of the deats of the contractor of the customer of the deats of the contractor of the required to respond to any variation submitted by the Contractor within ten (10) working days. Failure to do so will entitle the Contractor, within the customer of the deats of the contractor of the deats of the contractor of the contractor of the contractor. The customer of the deats of the contractor

Customer's account into cersuin. The Customer's shall not be entitled to set off against, or deduce nous into the price of a claimed to be owed to the Customer by the Contractor nor to withhold payment of any invoice because pard fit half novice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer 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 Goodshire of the Equipment. The Customer must pay GST, without deduction or set off of any other amounts, at (b) the same time and on the same base as the Gustomer pays the Price. In addition to the Price (c) concept where they are expressly not and other brite. One of the price of Goods/Equipment load to the Price.

Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that the Contractor to Contractor's color of the Contractor's sole discretion the cost of delivery is either included or is in addition to the (d) Price.

At the Contractor's sole discretion the cost or delivery to control installments. Each separate 13.9 The Contractor may deliver the Goods/Equipment in separate installments. Each separate 13.9 installment shall be invoiced and paid in accordance with the provisions in these terms and [2].

conditions.

Any time specified by the Contractor for delivery of the Goods/Equipment is an estimate only (b) and the Contractor will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour (c) to enable the Goods/Equipment 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 (d) Goods/Equipment as agreed solely due to any scation or inaction of the Customer, then the (e) Contractor shall be entitled to charge a reasonable fee for redelivery and/or storage.

13.1 Risk of damage but specified for Goods accounted by the Contractor is under the contractor is the contractor of the Customer of t (d) (e) 13.10

This is a contraction of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery. The Goods provided the Goods on or before Delivery and the Customer on Delivery and the Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or desiroyed following delivery but prior to ownership passing to the Customer, the Contractor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and contilions by the Contractor is sufficient or the Contractor to make the insurance proceeds without the need for any 13.11 person dealing with the Contractor to make further enquires expended for any 13.11 fife Customer 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 13.12 the Customer's Solo firsk.

collection of to deliver the Goods to an undantened octaon then store Goods shall be left at 1.3.12 the Customer's sold risk.

Supply the Contractive with any design specifications (including but with limited to LGAD drawings) the Customer shall be responsible for providing accurate data. 14. The Contractor shall not be liable whatsever for any errors in the Goods that are caused by 14.1 incorrect or inaccurate data being supplied by the Customer. The Customer accepts full responsibility for any aball keep the Contractor indemnified against, all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of incorrect, inadequate and/or faulty fixing by the Customer or any third party, and whether or not arising from any negligence, failure or omission of the Customer or any other persons. Whist the Contractor will be a discontinuous contractive the contractor of takes on the contractor will not accept responsibility for any surfaces during installation of the Goods (including where the drilling of holes is required to suit 14.3 removable mullions, looking devices or single guides, etc.), or the servicing thereof.

The Contractor takes no responsibility for any damage to any Goods and the Customer acknowledges that ratings therefor are available from the Contractor upon request.

15. 15.1 acknowledges that ratings therefor are available into the contractor has clear and free access to the work site (and fine particular the garage) at all times to enable them to undertake the works, and that such access allows for the unhindered movement of equipment and plant around the site. The contractor shall be entitled to suspend and/or reschedule the Services in the event of any 15.2 delay in accessing the site due to impeded access or unsafe work conditions and any such delay (and/or additional work or special equipment that may be required in order to supply the Services) shall be subject to clause 5.4, runthermore, the Contractor shall not be liable for any concreted or paved or grassed areas) unless due to the regigence of the Contractor.

Service Locations

Ifed or paved or grasseul already unless use to use management of the contractor commencing any work the Customer must advise the Contractor of the location of all services on the site and clearly mark the same. The mains & services ustomer must identify include, but are not limited to, electrical services, gas services, services, pumping services, sewer connections, sewer sludge mains, water mains, on pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services and han on site.

irrigation pipes, lelephone cables, fibre optic cables, oil pumping mains, and any otner services that may be on site.

Whilst the Contractor will take all care to avoid damage to any underground services the (a) Customer agrees to indemnify the Contractor in respect of all fand any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified (b) are not rations?

10.3 is only a bailee of the Goods and must return the Goods to the Contractor on so directs;
the Customer irrevocably authorises the Contractor to enter any premises where the
Contractor believes the Goods are kept and recover possession of the Goods;
the Contractor may recover possession of any Goods in transit whether or not delivery has 17.2 occurred:
the Customer shall not charge or grant an encumbrance over the Goods nor grant nor (a)
otherwise give away any interest in the Goods while they remain the property of the (b)
Contractor.

the Customer shall not cnarge or years or victorians they remain the property or the up contractor, checking away any interest in the Goods while they remain the property or the up contractor, and the Contractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

(d) Personal Property Securities Act 2009 (PPSA 1)

In this clause financing statement, financing obegings estatement, security agreement, and 17.3 to provide the property of the Customer acknowledges and 17.4 agrees that these terms and conditions in writing the Customer acknowledges and 17.4 agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods-Equipment and orioidlateral (account) – (a) being a monetary obligation of the Customer to the Contractor for Services – that have (b) previously been supplied and that will be supplied in the future by the Contractor to the Customer.

stomer.

(c)
e Customer undertakes to:
mptly sign any further documents and/or provide any further information (such information (d)
be complete, accurate and up-to-date in all respects) which the Contractor may reasonably

The promplete, accurate and up-to-date in all respects) which the Contractor may reasonably 17.5 require to include a financing statement or financing change statement in relation to a security (b) interest on the Personal Property Securities Register (ii) register any other document required to be registered by the PPSA (or 11.3 (a) (iii) correct a defect in a statement referred by in clause 11.3 (a) (i) or 11.3 (a) (iii) indemnity, and upon demand reimburse, the Contractor for all expenses incurred in registering (b) a financing change statement of the Personal Property Securities (c) Register established by the PPSA or releasing any Goods/Equipment charged thereby. (d) not register a financing change statement of the respect of a security interest without the prior exitence of the contractor. (a) the property securities (c) register established by the PPSA or releasing any Goods/Equipment charged thereby. (d) not register a financing change statement of respect of a security interest without the prior written consent of the Contractor. (a) the property securities (c) in relation to the Goods/Equipment and/or collateral (account) in a vour of a third party without the prior written consent of the Contractor. (a) the property of the property of the property securities (c) and visited the contractor of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales. The Contractor and the Customer agree that sections 96, 118 and 125 of the PPSA on or (g) apply to the security agreement created by these terms and conditions. (a) the property securities of the property and the property and the property and the property as well of the property and the

the PPSA.

Unless otherwise agreed to in writing by the Contractor, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally ratify any actions taken by the Contractor under clauses 11.2 to 11.5.

17.8

17.2 but state in this continuously rainy acutors beared by the Contractor of the total provisions of the Contractor, (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PCSA.

Security and Charge in consideration of the Contractor agreeing to supply the Goods/Equipment, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of the customer either now or in the future, to secure the performance by the Customer of the customer either one of the customer of the customer of the contractor's rights under this clause.

18.1 and the contractor's rights under this clause.

The Customer irrevocably appoints the Contractor and each director of the Contractor as the (a) Customer's under under the customer of the customer irrevocably appoints the Contractor of the Contractor as the (a) Customer's true and lawful attomeys to perform all necessary acts to give effect to the (b) customer's true and lawful attomeys to perform all necessary acts to give effect to the (b) customer's true and lawful attomeys to perform all necessary acts to give effect to the (b) customer's true and lawful attomeys to perform all necessary acts to give effect to the (b) customer's true and lawful attomeys to perform all necessary acts to give effect to the (b) customer's true and lawful attomeys to perform all necessary acts to give effect to the (b) customer's true and lawful attomer's to perform all necessary acts to give effect to the (b) customer's true and lawful attomer's to perform all necessary acts to give effect to the (b) castomer's true and lawful attomer's to perform all necessary acts to give effect to the (b) castomer's true and lawful attomer's to perform all necessary acts to give effect to the (b) castomer's true and lawful attomer'

Customer's behalf.

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

The Customer must inspect the Goods/Equipment on delivery and must within seven (7) days or failure to comply with the description or quarter. The Customer must notify any other alleged defect in the Coods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow the Contractor to inspect the

evident. Upon such "bolification the Customer must allow the Contractor to inspect the Codds Equipment.

Under applicable State, Territory and Commonwealth Law (including, without limitation the 19.2 CCA), certain statutory implied guarantees and warrantes (including, without limitation the (a statutory guarantees under the CCA) may be implied into these terms and conditions (b) (Mon-Excluded Guarantees). The contractor acknowledges that nothing in these terms and conditions purports to modify or the contractor acknowledges that nothing in these terms and conditions purports to modify or the contractor acknowledges that nothing in these terms and conditions purports to modify or Court and the Contractor acknowledges that nothing in these terms and conditions or in respect of the Non-Excluded (c) 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/Equipment.

The Contractor's liability in respect of these warranties is limited to the fullest extent permitted 19.3 by law.

The Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law. 
If the Customer is a consumer within the meaning of the CCA, the Contractor's liability is 
if the Contractor is required to replace the Goods under this clause or the CCA, but is unable 
to do so, the Contractor may returned any money the Customer has paid for the Goods. 
If the Contractor the contractor may return any more the Customer has paid for the Goods. 
In the Contractor and the Goods is: 
Initiated to the value of any express warranty or warranty card provided to the Customer by the 
Contractor at the Contractor's sole discretion; 
Initiated to the varanty to which the Contractor is entitled, if the Contractor did not manufacture 
the Goods; 
of the Contractor is liability for 
the Contractor did not manufacture 
the Goods.

warranty or warranty card provided to the Customer by the 20.1 iscretion:

the Goods; otherwise negated absolutely. Subject to this clause 13, returns will only be accepted provided that: the Customer has compiled with the provisions of clause 13.1; and the Customer has agreed that the Goods are defective, and the Goods are; etulaned within a reasonable time at the Customer's cost (if that cost is not (a) returned in as close a condition to that in which they were delivered as is (b)

possible.

Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, the Contractor shall not be liable 21 for any defect or damage which may be caused or partly caused by or arise as a result of:

21 the Customer failing to properly maintain or store any Codod/Equipment;

41 the Customer using the Goods/Equipment for any purpose other than that for which they were (b) designed:

me Lustomer tailing to properly maintain or store any Goods/Equipment;
the Customer using the Goods/Equipment for any purpose other than that for which they were (b)
designed;
the Customer continuing the use of the Goods/Equipment after any defect became apparent or (d)

the Customer continuing the use of the Goods/Equipment after any defect became apparent or (d) should have become apparent to a reasonably prudent operator or user, the Customer failing to follow any instructions or guidelines provided by the Contractor, earlier wear and tear, any accident, or act of God.

In the case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer acknowledges that it has had full opportunity to inspect the second hand Goods 22. prior to delivery and accepts them with all faults and that to the extent permitted by law no 22.1 warranty is given by the Contractor as to the quality or subtility for any purpose and any implied warranty, and the contractor as the contractor as the contractor was the second hand (a) and agrees that the Contractor has agreed to provide the Customer with the second hand (a) and agrees that the Contractor has agreed to provide the Customer with the second hand (a) the contractor may rejurite the Customer to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.

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 [aw].

In the Contractor will only accept a country and the Contractor will only accept a country and the Contractor and developed Goods/Equipment for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Contractor. Under no circuistances may such designs, drawings and documents be used without the express written approval of the Contractor. The Customer warrants that all designs, specifications or instructions given to the Contractor 23, will not cause the Contractor to infininge any patent, registered design or trademark in the 23.1 execution of the Customer's order and the Customer agrees to indemnify the Contractor solvent and the Contractor in respect of any such the Contractor to the Contractor agrees that the Contractor to the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Contractor acreded for the Customer.

24.1 Interest on overdue invoices shall acroue 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 (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

the Contractor's sole discretion such interest shall compound morihily at such a rate) after as well as before any judgment.

If the Customer over such a receiver the Customer shall indemity the Contractor 24.2 from any garden over the and disbursements incurred by the Contractor in recovering the debt from any such contractor and the contractor of the Contractor of the Contractor and own client basis, the Contractor's contract default fee, and bank dishonour fees). Purther to, any other rights or remedies the Contractor may have under this contract, if a Customer has made payment to the Contractor, and the transaction is subsequently reversed, the Customer has made payment to the Contractor, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any turner costs incurred by the Contractor under his dozuner is where it can be proven that such contracts and the contractor in contractor and contractor in contractors and contractor.

reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations 24.4 under this contractor shall be entitled to 24.5 cancel all or any part of any order of the Customer which remains unfulfilled and all amounts 24.6 cancel all or any part of any order of the Customer which remains unfulfilled and all amounts 24.6 cancel all or any part of any order or ord due for payment, become immediately payable if: Owner or order of the customer than the Contractor's opinion the Customer whe unable to make a payment when it falls due: the Customer has exceeded any applicable credit limit provided by the Contractor; the Customer 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 a receiver, manager, fluidator (provisional or ortherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Cancellation

Without prejudice to any other remedies the Contractor may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and 24.9 conditions the Contractor may suspend or terminate the supply of Goods/Equipment to the Customer. The Contractor will not be liable to the Customer for any loss or damage the Customers. The scause the Contractor has exercised its rights under his clause. The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment act use to be delivered by giving written notice to the Customer. On giving such notice the Contractor shall repay to

order has been placed.

Privacy Act 1988
The Customer 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 Customer in relation to credit provided by the Contractor.

Contractor.

Contractor.

Active the contractor agrees that the Contractor may exchange information about the Customer with those certification and with related body corporates for the following purposes: assess an application by the Customer, and/or to exchange information with outsomer and/or to exchange information with other credit providers as to the status of this credit account, where the Customer is not default with other credit providers and/or to assess the recreditvorthieness of the Customer including the Customer's repayment history in the preceding two years.

The Customer consents to the Customer including the Customer's repayment history in the preceding two years.

The Customer consents to the Customer including the Customer's repayment history in the preceding from the provided may be used and retained by the Contractor of the following purposes (and for other agreed purposes or required by): the provision of Goods/Equipment; and/or analysing, verifying and/or cheeking the Customer's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested

the provision of Goods/Equipment; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or reabling the collection of amounts outstanding in relation to the Goods/Equipment. The Contractor may give information about the Customer to a CRB for the following purposes: to obtain a consumer credit report; allow the CRB to create or maintain a credit information file about the Customer including credit history. The information given to the CRB may include: personal information as conflicted in 37 and 18 for the CRB may include:

allow the CRB to create or maintain a creant information time about the consumer receit history. The information given to the CRB may include: personal information as outlined in 17.1 above; name of the credit provider and that the Contractor is a current credit provider to the Customer; whether the credit provider is a cliencese; type of consumer credit deales concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested), advice of consumer credit dealies, overdue accounts, loan repeyments or outstanding monies advice of consumer credit dealies, overdue accounts, loan repeyments or outstanding monies advice of consumer credit dealies, overdue accounts and the contractor has been paid or device to consume the second or device accounts and the Contractor has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments); information that, in the opinion of the Contractor, the Customer has committed a serious credit infringement.

discharged and all details surrounding that discharget by unex to a provide a proper information that, in the opinion of the Contractor, the Customer has committed a serious credit infringement.

advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty collars (\$150).

The Customer shall have the right to request (by e-mail) from the Contractor: a copy of the information about the Customer retained by the Contractor and the right to a copy of the information about the Customer retained by the Contractor and the right to that the Contractor does not disclose any presonal information about the Customer for the purpose of direct marketing.

The Contractor will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or street in accordance with the law.

The Customer can make a privacy complaint by contacting the Contractor via e-mail. The Contractor of the complaint that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at wave out of the cept of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at wave outs gove.

Complaints in an accomplaint to the Information Contractor for repair, modification, exchange or the Customer can have a serious property of the Customer has left any item with the Contractor for repair, modification, exchange or for the Contractor to perform any other service in relation to the item and the Contractor has not received or been tendered the whole of any monies owing to it by the Customer, the Contractor has the have, until all monies owing to the Contractor are for the tendered the whole of any monies owing to the Contractor are for the property of the customer, the Contractor are for the tendered the whole of the contractor are for the tendered the contractor are for the contractor are for the contractor are for the contractor are for the contractor and the contractor are for the contractor and contractor are for the contr

tool treached but here the contractor shall have under the whole of any monies owing to it by the Customer, the contractor shall have under all monies owing to here there are the whole of any monies owing to it by the Customer, the contractor shall have under the contractor shall have under the contractor shall have under the contractor shall be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of the Contractor shall continue despite the commencement of proceedings, or judgment for any monies owing to the Contractor having been obtained against the Customer. Equipment the contractor shall continue despite the commencement of the contractor shall be contracted to the contractor and is returnable on demand the contractor of the contractor and is returnable on demand to the contractor of the contractor in the condition of the contractor in the condition

Equipment shall at all times remain the property of the Contractor and is returnable on demand by the Contractor. In the event that Equipment is not returned to the Contractor in the condition of the Contractor in the Contractor in the Contractor in the Contractor in the Contractor is not an experience of the Contractor shall have right to charge the Customer the full cost of replacing the Equipment. The Customer shall: keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment, including but without limitation altering, make any additions to the Equipment including but without limitation altering, make any additions to the Equipment and such as the Equipment in the contractor in the Equipment in the Contractor in the Equipment in the Contractor in the Cont

here the complete form an all pairs and accessories, clear and in good total recommendation of the contractor to the clustomer.

The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self insure, the Contractor is interest in the Equipment and agrees to indemnify the Contractor against physical loss or damage including, but not limited to the perils of accident, fire, theth and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Customer will not use the Equipment or germit to be used in such a manner as would permit an insurer to decline any claim. If a dispute arisins between the arrises to this contract, then either and shall send to the other.

Dispute Resolution

If a dispute anses between the parties to this contract, then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall conter at least once, to attempt to resolve the dispute. At any such contenence each party shall be that the dispute cannot be a content of the dispute of th

Reletted to a single administration to be information by the information of an administration of administration of administration and information of administration of adminis it sent by email to the other party is use a assumestor.

Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

Trusts

at the time when by the ordinary course of post, the notice would have been delivered.

THES

LOTION

THES

(ii) the removal, replacement or retirement of the Customer as trustee of the Irust;
(iii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust;
(iii) any advancement or distribution of capital of the Trust;
(iii) any advancement or distribution of capital of the Trust;
(iii) any advancement or distribution of capital of the Trust;
(iii) any advancement or distribution of capital of the Trust;
(iii) any advancement of the trust property.

Building and Construction Industry Security of Payments Act 2009

At the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Act 2009 may apply.

Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 2009 of Isamania, except to the extent permitted by the Act where applicable provisions of the Building and Construction Industry Security of Payments Act 2009 of Isamania, except to the extent permitted by the Act where applicable of Isamania, except to the extent permitted by the Act where applicable of Isamania, except to the extent permitted by the Act where applicable.

General The Island Payment of Island Payment and Continued the Island Payment and Continued Payment and Continued Payment and Continued Payment Pa the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Contractor to provide Goods and/or Equipment on hire to the Customer. 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

individual industrial books, may, and with a power to enter into this contract and have obtained all Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.