

FULL CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:		
Full or Legal Name:		
Trading Name (if different from above):		
Physical Address:	State:	Postcode:
Billing Address:	State:	Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>		
D.O.B.	Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>		
ABN:	ACN:	Date Established <i>(current owners)</i> :
Nature of Business:		
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :		
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:	D.O.B.	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:	D.O.B.	
Private Address:	State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Account Terms: <input type="checkbox"/> 30 Days from EOM <input type="checkbox"/> 7 Days following invoice <input type="checkbox"/> COD <input type="checkbox"/> Other:		
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO	Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:		
Accounts Contact:	Phone No:	
Bank and Branch:	Account No:	
Trade References: <i>(please provide companies that are willing to do trade references)</i>		
Name:	Address:	Phone / Fax / Email:
1.		
2.		
3.		

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Australian Security Industries Pty Limited T/A ASI Locksmiths which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

SIGNED (CLIENT): _____ **SIGNED (ASI):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ **Name:** _____ **Date:** _____

ASI Locksmiths Terms and Conditions of Trade

1. Definitions

- 1.1 "ASI" means Australian Security Industries Pty Limited T/A ASI Locksmiths, its successors and assigns or any person acting on behalf of and with the authority of Australian Security Industries Pty Limited T/A ASI Locksmiths.
- 1.2 "Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting ASI to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Client, 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.
- 1.3 "Goods" means all Goods or Services supplied by ASI 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).
- 1.4 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between ASI and the Client in accordance with clause 5 below.
- 1.5 "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

2. Acceptance

- 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.
- 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 ASI.
- 2.3 In the event that the Goods and/or Services provided by ASI are the subject of an insurance claim that the Client has made, then the Client shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by ASI and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.
- 2.4 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transaction Act 2000 (New South Wales) or Section 9 of the Electronic Transactions Act 2001 (Australian Capital Territory) (whichever is applicable) or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1 The Client acknowledges and accepts that ASI shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by ASI in the formation and/or administration of this contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by ASI in respect of the Services.
- 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 wilful misconduct of ASI; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

4. Change in Control

- 4.1 The Client shall give ASI 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 number/s, or business practice). The Client shall be liable for any loss incurred by ASI as a result of the Client's failure to comply with this clause.

5. Price and Payment

- 5.1 At ASI's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by ASI to the Client; or
 - (b) ASI'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.
- 5.2 ASI reserves the right to change the Price if a variation to ASI'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 additional Services required due to hidden or unidentifiable difficulties, restrictions of access to the required area or as a result of increases to ASI in the cost of materials and labour) will be charged for on the basis of ASI's quotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by ASI within ten (10) working days. Failure to do so will entitle ASI 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.
- 5.3 At ASI's sole discretion a non-refundable deposit may be required.
- 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 ASI, which may be:
 - (a) on delivery of the Goods;
 - (b) by way of progress payments in accordance with ASI's payment schedule. Such payments may include the reasonable value of authorised variations and the value of any materials delivered to the site but not yet installed;
 - (c) for approved Client's thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by ASI.
- 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 ASI.
- 5.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by ASI nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.7 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to ASI an amount equal to any GST ASI must pay for any supply by ASI 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 may be applicable in addition to the Price except where they are expressly included in the Price.
6. **Delivery of Goods**
- 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 ASI's address; or
 - (b) ASI (or ASI's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
- 6.2 At ASI's sole discretion the cost of delivery is included in the Price.

- 6.3 Any time specified by ASI for delivery of the Goods is an estimate only and ASI 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.
- 6.4 In the event that ASI is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then ASI shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 7. Risk**
- 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.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, ASI is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by ASI is sufficient evidence of ASI's rights to receive the insurance proceeds without the need for any person dealing with ASI to make further enquiries.
- 7.3 If the Client requests ASI to leave Goods outside ASI'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.
- 7.4 Where ASI is required to install the Goods the Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and ASI shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
- 7.5 Where the Client has supplied goods for ASI to complete the Works, the Client acknowledges and accepts responsibility for the suitability of purpose, quality and any faults inherent in the goods. ASI shall not be responsible for any defects in the goods, any loss or damage to the Works (or any part thereof), howsoever arising from the use of goods supplied by the Client.
- 7.6 The Client acknowledges that ASI is only responsible for parts that are replaced by ASI and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify ASI against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising.
- 7.7 The Client acknowledges that ASI does not warrant that the Goods supplied by ASI will render the premises, or any occupant of the premises, secure. ASI shall not be liable for any loss (including consequential loss) or damage suffered by the Client, whether arising from ASI's negligence or otherwise, resulting from the Client's use of or reliance upon the Goods.
- 7.8 The Client acknowledges and agrees that ASI shall not be held liable for any damage to any glass surfaces as a result of installing any security Goods.
- 7.9 Any advice, recommendation, information, assistance or service provided by ASI in relation to Goods or Services supplied is given in good faith, is based on ASI's own knowledge and experience and shall be accepted without liability on the part of ASI and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Goods or Services.
- 8. Client's Responsibilities**
- 8.1 The Client shall, at their own expense, maintain the Goods in good working order and in accordance with the manufacturer's requirements, including but not limited to, recharging or replacing the batteries on a timely basis.
- 8.2 The Client shall ensure that all voice codes, passwords, radio keys and other security devices are kept secure and provided only to those persons who reasonably require access to the premises.
- 8.3 The Client shall ensure that ASI has clear and free access to the site at all times to enable them to undertake the Services. ASI shall not be liable for any loss or damage to the site unless due to the negligence of ASI.
- 9. Title**
- 9.1 ASI and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid ASI all amounts owing to ASI; and
 - (b) the Client has met all of its other obligations to ASI.
- 9.2 Receipt by ASI of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 9.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 9.1 that the Client is only a bailee of the Goods and must return the Goods to ASI on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for ASI and must pay to ASI 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 ASI and must pay or deliver the proceeds to ASI 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 ASI and must sell, dispose of or return the resulting product to ASI as it so directs.
 - (e) the Client irrevocably authorises ASI to enter any premises where ASI believes the Goods are kept and recover possession of the Goods.
 - (f) ASI 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 nor otherwise give away any interest in the Goods while they remain the property of ASI.
 - (h) ASI may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 10. Personal Property Securities Act 2009 ("PPSA")**
- 10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 10.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by ASI to the Client.
- 10.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which ASI may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, ASI for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;

- (c) not register a financing change statement in respect of a security interest without the prior written consent of ASI;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of ASI;
 - (e) immediately advise ASI of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 10.4 ASI and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 10.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 10.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 10.7 Unless otherwise agreed to in writing by ASI, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 10.8 The Client must unconditionally ratify any actions taken by ASI under clauses 10.3 to 10.5.
- 10.9 Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 11. Security and Charge**
- 11.1 In consideration of ASI agreeing to supply the Goods, the Client 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 Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 11.2 The Client indemnifies ASI from and against all ASI's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising ASI's rights under this clause.
- 11.3 The Client irrevocably appoints ASI and each director of ASI as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.
- 12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 12.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify ASI in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow ASI to inspect the Goods.
- 12.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 12.3 ASI acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 12.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, ASI makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. ASI's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 12.5 If the Client is a consumer within the meaning of the CCA, ASI's liability is limited to the extent permitted by section 64A of Schedule 2.
- 12.6 If ASI is required to replace the Goods under this clause or the CCA, but is unable to do so, ASI may refund any money the Client has paid for the Goods.
- 12.7 If the Client is not a consumer within the meaning of the CCA, ASI'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 ASI at ASI's sole discretion;
 - (b) limited to any warranty to which ASI is entitled, if ASI did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 12.8 Subject to this clause 12, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 12.1; and
 - (b) ASI 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.
- 12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, ASI 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 ASI;
 - (e) fair wear and tear, any accident, or act of God.
- 12.10 ASI may in its absolute discretion accept non-defective Goods for return in which case ASI may require the Client to pay handling fees of up to twenty percent (25%) of the value of the returned Goods plus any freight costs.
- 12.11 Notwithstanding anything contained in this clause if ASI is required by a law to accept a return then ASI will only accept a return on the conditions imposed by that law.
- 13. Intellectual Property**
- 13.1 Where ASI has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of ASI.
- 13.2 The Client warrants that all designs, specifications or instructions given to ASI will not cause ASI to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify ASI against any action taken by a third party against ASI in respect of any such infringement.
- 13.3 The Client agrees that ASI may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which ASI has created for the Client.
- 14. Default and Consequences of Default**
- 14.1 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 (and at ASI's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 14.2 If the Client owes ASI any money the Client shall indemnify ASI from and against all costs and disbursements incurred by ASI in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, ASI's contract default fee, and bank dishonour fees).
- 14.3 Further to any other rights or remedies ASI may have under this contract, if a Client has made payment to ASI, 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 ASI under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.

- 14.4 Without prejudice to ASI's other remedies at law ASI shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to ASI shall, whether or not due for payment, become immediately payable if:
- any money payable to ASI becomes overdue, or in ASI's opinion the Client will be unable to make a payment when it falls due;
 - the Client has exceeded any applicable credit limit provided by ASI;
 - 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
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 15. Cancellation**
- 15.1 Without prejudice to any other remedies ASI may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions ASI may suspend or terminate the supply of Goods to the Client. ASI will not be liable to the Client for any loss or damage the Client suffers because ASI has exercised its rights under this clause.
- 15.2 ASI 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 ASI shall repay to the Client any money paid by the Client for the Goods. ASI shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 15.3 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 ASI as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 15.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 16. Privacy Act 1988**
- 16.1 The Client agrees for ASI 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 provided by ASI.
- 16.2 The Client agrees that ASI may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- to assess an application by the Client; and/or
 - to notify other credit providers of a default by the Client; and/or
 - to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 16.3 The Client consents to ASI being given a consumer credit report to collect overdue payment on commercial credit.
- 16.4 The Client agrees that personal credit information provided may be used and retained by ASI for the following purposes (and for other agreed purposes or required by):
- the provision of Goods; and/or
 - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - enabling the collection of amounts outstanding in relation to the Goods.
- 16.5 ASI may give information about the Client 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 Client including credit history.
- 16.6 The information given to the CRB may include:
- personal information as outlined in 16.1 above;
 - name of the credit provider and that ASI is a current credit provider to the Client;
 - whether the credit provider is a licensee;
 - type of consumer credit;
 - 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);
 - 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 made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and ASI has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - information that, in the opinion of ASI, the Client has committed a serious credit infringement;
 - advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 16.7 The Client shall have the right to request (by e-mail) from ASI:
- a copy of the information about the Client retained by ASI and the right to request that ASI correct any incorrect information; and
 - that ASI does not disclose any personal information about the Client for the purpose of direct marketing.
- 16.8 ASI will destroy personal information upon the Client'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 stored in accordance with the law.
- 16.9 The Client can make a privacy complaint by contacting ASI via e-mail. ASI 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.
- 17. Unpaid Sellers's Rights**
- 17.1 Where the Client has left any item with ASI for repair, modification, exchange or for ASI to perform any other service in relation to the item and ASI has not received or been tendered the whole of any monies owing to it by the Client, ASI shall have, until all monies owing to ASI are paid:
- a lien on the item; and
 - the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 17.2 The lien of ASI shall continue despite the commencement of proceedings, or judgment for any monies owing to ASI having been obtained against the Client.
- 18. Other Applicable Legislation**
- 18.1 At ASI'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 Security of Payments Act 1999 (New South Wales), and the Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply.

18.2 Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 18.1 (each as applicable), except to the extent permitted by the Act where applicable.

19. Service of Notices

19.1 Any written notice given under this contract shall be deemed to have been given and received:

- (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) if sent 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.

19.2 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.

20. Trusts

20.1 If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not ASI may have notice of the Trust, the Client covenants with ASI 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 full and complete power and 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 release the right of indemnity or commit any breach of trust 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 ASI (ASI will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;
 - (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.

21. General

21.1 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.

21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of either New South Wales or the Australian Capital Territory being the state or territory in which the Goods and/or Services were provided by ASI to the Client however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction will be subject to the courts of the Australian Capital Territory being the territory in which ASI has its principal place of business.

21.3 Subject to clause 12, ASI 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 ASI of these terms and conditions (alternatively ASI's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

21.4 ASI may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.

21.5 The Client cannot licence or assign without the written approval of ASI.

21.6 ASI 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 any of ASI's sub-contractors without the authority of ASI.

21.7 The Client agrees that ASI 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 at such time as the Client makes a further request for ASI to provide Goods to the Client.

21.8 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.

21.9 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.

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