

Invista Audio Visual – Terms & Conditions of Trade

1.	<p>Definitions</p> <p>"Contractor" means KJM Group Pty Ltd I/A Invista Audio Visual, its successors and assigns or any person acting on behalf of and with the authority of KJM Group Pty Ltd I/A Invista Audio Visual.</p> <p>"Client" means the person/s 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, document or agreement.</p> <p>(a) If there is more than one Client, it is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p> <p>"Goods" means the Goods ordered 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).</p> <p>"Price" means the Price (where applicable) for the Goods as agreed between the Contractor and the Client in accordance with clause 6 below.</p> <p>"GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).</p>	12.2	<p>(a) the Client has paid the Contractor all amounts owing to the Contractor; and</p> <p>(b) the Client has met all of its other obligations to the Contractor.</p> <p>Repayment by the Contractor of any form of payment other than cash shall not be deemed to be payment until the form of payment has been honoured, cleared or recognised.</p> <p>It is further agreed that:</p> <p>(a) until ownership of the Goods passes to the Client in accordance with clause 12.1 that the Client is only a bailee of the Goods and must return the Goods to the Contractor on request;</p> <p>(b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event the Goods are damaged or destroyed;</p> <p>(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 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;</p> <p>(d) the Client should not convert or process the Goods or intermix them with other goods of the Client or 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 its sole director;</p> <p>(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;</p> <p>(f) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred;</p> <p>(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 the Contractor;</p> <p>(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.</p>	18.	<p>(c) the Client becomes insolvent, conveys 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</p> <p>(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.</p> <p>Cancellation</p> <p>Where reliance 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 the Client suffers because the Contractor has exercised its rights under this clause.</p> <p>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 cancellation the Contractor may require the Client any money paid by the Client for the Goods. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>In the event that the Client cancels delivery of Goods the Client shall be liable for any and all costs of the dispute cannot be so resolved either party may by further notice in writing the cancellation (including, but not limited to, any loss of profits).</p> <p>Cancellation of orders for Goods made to the Client's specifications, or for non-stocking items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>Dispute Resolution</p> <p>If a dispute arises 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 confer at least once, to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing be referred by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
1.2	<p>Electronic Transactions Act 2000</p> <p>Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	13.2	<p>(i) register a financing statement or financing change statement in relation to a security interest in the Personal Property Securities Register established by the PPSA; or</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) register a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering or maintaining the PPSA or in relation to the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Contractor for Services; and</p> <p>(e) immediately advise the Contractor 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.</p>	18.1	<p>18.1 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.</p> <p>18.2 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.1 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; 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and</p> <p>(g) any other information which the Contractor may require for the purposes of the request of payment has been made and debt recovery action commenced or 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. date of payment).</p> <p>20.6 Information that in the opinion of the Contractor, the Client has committed a serious credit infringement:</p> <p>(a) where the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150);</p> <p>(b) where the Client has failed to pay the Contractor within the time specified in the invoice; and</p> <p>(c) where the Client has failed to pay the Contractor within the time specified in the invoice.</p> <p>20.7 A copy of the information about the Client obtained by the Contractor and the right to information about the Client's credit information shall be provided to the Client and the Contractor does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>20.8 The Contractor 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 agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>20.9 The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will endeavour to respond to the complaint within 30 days of receipt of the complaint. In the event that the Client is not satisfied with the outcome provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>
1.3	<p>Errors and Omissions</p> <p>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).</p> <p>(a) resulting from a negligent mistake made by the Contractor in the formation and/or administration of the Contractor's account;</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Contractor in respect of the Services.</p> <p>In the event such an error and/or omission occurs in accordance with clause 4.1, 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.</p>	13.3	<p>13.3 The Client undertakes to:</p> <p>(a) promptly sign any further documents and/or provide any further information (such as information to complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to:</p> <p>(i) register a financing statement or financing change statement in relation to a security interest in the Personal Property Securities Register established by the PPSA; or</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) register a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering or maintaining the PPSA or in relation to the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Contractor for Services; and</p> <p>(e) immediately advise the Contractor 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.</p>	18.2	<p>18.2 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 cancellation the Contractor may require the Client any money paid by the Client for the Goods. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>18.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all costs of the dispute cannot be so resolved either party may by further notice in writing the cancellation (including, but not limited to, any loss of profits).</p> <p>18.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocking items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>18.5 Dispute Resolution</p> <p>If a dispute arises 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 confer at least once, to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing be referred by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
1.4	<p>Price and Payment</p> <p>(a) At the Contractor's sole discretion, the Price shall be either:</p> <p>(i) as indicated on any invoice provided by the Contractor to the Client; or</p> <p>(ii) the Price as at the date of delivery of the Goods according to the Contractor's current price list; or</p> <p>(iii) the Contractor's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>The Contractor reserves the right to change the Price:</p> <p>(a) if a variation to the Goods which are to be supplied is requested; or</p> <p>(b) if a variation to the Contractor's originally scheduled (including any applicable plans or specifications) is requested; or</p> <p>(c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, site conditions, pre-emptive work, such as the discovery of asbestos, completed, obscured building defects, change of design, hidden pipes and wiring in walls etc) which are only discovered on commencement of the Services; or</p> <p>(d) in the event of a variation to the Contractor's original schedule of materials (including but not limited to overseas transients that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Contractor's control.</p> <p>6.3 Variations will be charged for on the basis of the Contractor's quotation, and will be detailed in writing, and shown as variations on the Contractor's 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 the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>6.4 At the Contractor's sole discretion, a non-refundable deposit may be required.</p> <p>6.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client to the Contractor by the Contractor, which may be:</p> <p>(a) on delivery of the Goods;</p> <p>(b) before delivery of the Goods;</p> <p>(c) by way of instalments/progress payments in accordance with the Contractor's payment schedule;</p> <p>(d) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;</p> <p>(e) the date specified in the order form as being the date of payment; or</p> <p>(f) 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.</p>	13.4	<p>13.4 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.1 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.2 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>20.3 The Contractor may use and retain the credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Goods; and/or</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to check the Client's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(e) to verify or confirm the Client's credit information.</p> <p>20.4 The Contractor may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to create or maintain a credit information file about the Client including credit history.</p> <p>20.5 The information given to the CRB may include:</p> <p>(a) personal information as outlined in 20.1 above;</p> <p>(b) the type of the credit provider and that the Contractor is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) whether the Contractor's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding debt; and</p> <p>(g) any other information which the Contractor may require for the purposes of the request of payment has been made and debt recovery action commenced or 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. date of payment).</p> <p>20.6 Information that in the opinion of the Contractor, the Client has committed a serious credit infringement:</p> <p>(a) where the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150);</p> <p>(b) where the Client has failed to pay the Contractor within the time specified in the invoice; and</p> <p>(c) where the Client has failed to pay the Contractor within the time specified in the invoice.</p> <p>20.7 A copy of the information about the Client obtained by the Contractor and the right to information about the Client's credit information shall be provided to the Client and the Contractor does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>20.8 The Contractor 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 agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>20.9 The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will endeavour to respond to the complaint within 30 days of receipt of the complaint. In the event that the Client is not satisfied with the outcome provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>	18.3	<p>18.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all costs of the dispute cannot be so resolved either party may by further notice in writing the cancellation (including, but not limited to, any loss of profits).</p> <p>18.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocking items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>18.5 Dispute Resolution</p> <p>If a dispute arises 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 confer at least once, to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing be referred by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
1.5	<p>Change in Control</p> <p>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 number/s, or any other details) which may result in any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.</p>	13.5	<p>13.5 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.1 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.2 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>20.3 The Contractor may use and retain the credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Goods; and/or</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to check the Client's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(e) to verify or confirm the Client's credit information.</p> <p>20.4 The Contractor may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to create or maintain a credit information file about the Client including credit history.</p> <p>20.5 The information given to the CRB may include:</p> <p>(a) personal information as outlined in 20.1 above;</p> <p>(b) the type of the credit provider and that the Contractor is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) whether the Contractor's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding debt; and</p> <p>(g) any other information which the Contractor may require for the purposes of the request of payment has been made and debt recovery action commenced or 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. date of payment).</p> <p>20.6 Information that in the opinion of the Contractor, the Client has committed a serious credit infringement:</p> <p>(a) where the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150);</p> <p>(b) where the Client has failed to pay the Contractor within the time specified in the invoice; and</p> <p>(c) where the Client has failed to pay the Contractor within the time specified in the invoice.</p> <p>20.7 A copy of the information about the Client obtained by the Contractor and the right to information about the Client's credit information shall be provided to the Client and the Contractor does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>20.8 The Contractor 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 agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>20.9 The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will endeavour to respond to the complaint within 30 days of receipt of the complaint. In the event that the Client is not satisfied with the outcome provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>	18.4	<p>18.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocking items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>18.5 Dispute Resolution</p> <p>If a dispute arises 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 confer at least once, to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing be referred by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
2.	<p>Acceptance</p> <p>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.</p> <p>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.</p>	13.6	<p>13.6 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.1 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.2 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>20.3 The Contractor may use and retain the credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Goods; and/or</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to check the Client's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(e) to verify or confirm the Client's credit information.</p> <p>20.4 The Contractor may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to create or maintain a credit information file about the Client including credit history.</p> <p>20.5 The information given to the CRB may include:</p> <p>(a) personal information as outlined in 20.1 above;</p> <p>(b) the type of the credit provider and that the Contractor is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) whether the Contractor's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding debt; and</p> <p>(g) any other information which the Contractor may require for the purposes of the request of payment has been made and debt recovery action commenced or 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. date of payment).</p> <p>20.6 Information that in the opinion of the Contractor, the Client has committed a serious credit infringement:</p> <p>(a) where the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150);</p> <p>(b) where the Client has failed to pay the Contractor within the time specified in the invoice; and</p> <p>(c) where the Client has failed to pay the Contractor within the time specified in the invoice.</p> <p>20.7 A copy of the information about the Client obtained by the Contractor and the right to information about the Client's credit information shall be provided to the Client and the Contractor does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>20.8 The Contractor 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 agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>20.9 The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will endeavour to respond to the complaint within 30 days of receipt of the complaint. In the event that the Client is not satisfied with the outcome provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>	18.5	<p>18.5 Dispute Resolution</p> <p>If a dispute arises 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 confer at least once, to attempt to resolve the dispute. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing be referred by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
3.	<p>Electronic Signatures</p> <p>Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	13.7	<p>13.7 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.1 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; and/or</p> <p>(d) 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</p> <p>(e) to verify or confirm the Client's credit information including the Client's repayment history in the preceding two years.</p> <p>20.2 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>20.3 The Contractor may use and retain the credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Goods; and/or</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to check the Client's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(e) to verify or confirm the Client's credit information.</p> <p>20.4 The Contractor may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to create or maintain a credit information file about the Client including credit history.</p> <p>20.5 The information given to the CRB may include:</p> <p>(a) personal information as outlined in 20.1 above;</p> <p>(b) the type of the credit provider and that the Contractor is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) whether the Contractor's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding debt; and</p> <p>(g) any other information which the Contractor may require for the purposes of the request of payment has been made and debt recovery action commenced or 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. date of payment).</p> <p>20.6 Information that in the opinion of the Contractor, the Client has committed a serious credit infringement:</p> <p>(a) where the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150);</p> <p>(b) where the Client has failed to pay the Contractor within the time specified in the invoice; and</p> <p>(c) where the Client has failed to pay the Contractor within the time specified in the invoice.</p> <p>20.7 A copy of the information about the Client obtained by the Contractor and the right to information about the Client's credit information shall be provided to the Client and the Contractor does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>20.8 The Contractor 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 agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>20.9 The Client can make a privacy complaint by contacting the Contractor via e-mail. 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Any arbitration shall be:</p> <p>(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and</p> <p>(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</p>
4.1	<p>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).</p> <p>(a) resulting from a negligent mistake made by the Contractor in the formation and/or administration of the Contractor's account;</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Contractor in respect of the Services.</p> <p>In the event such an error and/or omission occurs in accordance with clause 4.1, 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.</p>	13.8	<p>13.8 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:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) to verify or confirm the Client's credit information;</p> <p>(c) to notify other credit providers of a default by the Client; 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