



Independent Locksmiths & Security Pty Ltd

ABN: 66 002 705 802

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Physical Address: 552-560 Church Street, North Parramatta NSW 2151

Phone: 1300 500 600

Email: sean@independentlocksmiths.com.au

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CREDIT ACCOUNT APPLICATION

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

Customer'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:		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:			
Director Identification No:		D.O.B.	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
(2) Full Name:			
Director Identification No:		D.O.B.	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
Account Terms: <input type="checkbox"/> 7 Days from invoice date <input type="checkbox"/> 14 Days from invoice date <input type="checkbox"/> 21 Days from invoice date <input type="checkbox"/> 30 Days from invoice date			
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 / 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 Independent Locksmiths & Security Pty Ltd 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.

SIGNED (CUSTOMER): _____	SIGNED (ILS): _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Independent Locksmiths & Security Pty Ltd – Terms & Conditions of Trade

1.1	Definitions	6.	Price and Payment	(a)	for monitoring and detection purposes only and should not be regarded as life saving devices; and
1.1	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	6.1	At ILS' sole discretion, the Price shall be either:	(b)	do not guarantee that the site will be free from malicious damage or loss caused by attack and/or breaking or entering.
1.2	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	6.2	(a) as indicated on any invoice provided by ILS to the Customer upon placement of an order for Goods; or	8.9	It shall be the Customer's responsibility:
1.3	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using ILS' website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	6.2	(b) ILS' quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of ninety (90) days.	(a)	to 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;
1.4	"Customer" means the person's, entities or any person acting on behalf of and with the authority of the Customer requesting ILS to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:	6.3	ILS reserves the right to change the Price:	(b)	to ensure the security system equipment is tested and maintained to full operational condition;
	(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and	6.4	(a) if a variation to the Goods which are to be supplied is requested; or	(c)	for all phone calls emanating from the security system panel; and
	(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and	6.5	(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or	(d)	to ensure that all electronically protected areas are free from obstacles which may impair the operation of the system.
	(c) if the Customer is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and	6.6	(c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the site or where the site is unprepared for installation etc.) which are only discovered on commencement or during the course of the Services; or	8.10	The Customer acknowledges and agrees that:
	(d) includes the Customer's executors, administrators, successors, and permitted assigns.	6.7	(d) in the event of increases to ILS in the cost of labour or materials which are beyond ILS' control.	(a)	all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in ILS' fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by ILS;
1.5	"Goods" means all Goods or Services supplied by ILS to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	6.4	Variations will be charged for on the basis of ILS' quotation, and will be detailed in writing, and shown as variations on ILS' invoice. The Customer shall be required to respond to any variation submitted by ILS within ten (10) working days. Failure to do so will entitle ILS 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.	(b)	while ILS may have provided information or figures to the Customer regarding the performance of the Goods, the Customer accepts that ILS has given these in good faith, and are estimates which are variable due to factors out of ILS' control;
1.6	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	6.5	At ILS' sole discretion, a reasonable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by ILS or as notified to the Customer prior to the placement of an order for Goods.	(c)	ILS is only responsible for Goods that are replaced by ILS and that in the event that other parts/Goods, subsequently fail, the Customer agrees to indemnify ILS against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising;
1.7	"ILS" means Independent Locksmiths & Security Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Independent Locksmiths & Security Pty Ltd.	6.6	Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by ILS, which may be:	(d)	ILS does not warrant that the Goods supplied by ILS will render the premises, or any occupant of the premises, secure. ILS shall not be liable for any loss (including consequential loss) or damage suffered by the Customer, whether arising from ILS' negligence or otherwise, resulting from the Customer's use of or reliance upon the Goods; and
1.8	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between ILS and the Customer in accordance with clause 6 below.	6.7	(a) on delivery of the Goods; or	(e)	ILS shall not be held liable for any damage to any glass surfaces as a result of installing Goods and/or in the provision of the Services unless due to ILS' negligence.
2.	Acceptance	6.8	(b) on completion of the Services; or	9.	Access
2.1	The parties acknowledge and agree that:	6.8	(c) by way of instalments/progress payments in accordance with ILS' payment schedule; or	9.1	ILS is not responsible for the removal of rubbish from or clean-up of the site/s.
	(a) they have read and understood the terms and conditions contained in this Contract; and	6.9	(d) the date which shall either be seven (7), fourteen (14), twenty-one (21) or thirty (30) days following the date of any invoice given to the Customer by ILS.	9.2	All rubbish generated by ILS will be placed in a designated area appointed by the Customer but the responsibility of removal of same is the Customer or the Customer's agent, unless otherwise agreed.
	(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.	6.8		9.3	The Customer shall ensure that ILS has clear and free access to the site at all times to enable them to undertake the Services. ILS shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas), unless due to the negligence of ILS.
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	6.9	The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by ILS nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Customer must notify ILS in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as ILS investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in ILS placing the Customer's account into default and subject to default interest in accordance with clause 17.1.	9.4	It is the Customer's responsibility to provide ILS, while at the site, with adequate access to available amenities as required.
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	6.9	Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to ILS an amount equal to any GST ILS must pay for any supply by ILS under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer 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.	10.	Underground/Hidden Locations
2.4	The Customer acknowledges and accepts that:	7.	Delivery of Goods	10.1	Prior to ILS commencing any work the Customer must advise ILS of the precise location of all underground/hidden services on the site and clearly mark the same. The underground/hidden mains & services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the site.
	(a) the supply of Goods on credit shall not take effect until the Customer has completed a credit application with ILS and it has been approved with a credit limit established for the account. In the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, ILS reserves the right to refuse delivery; and	7.1	Delivery ("Delivery") of the Goods is taken to occur at the time that:	10.2	Whilst ILS will take all care to avoid damage to any underground/hidden services the Customer agrees to indemnify ILS in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.
	(b) Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, ILS reserves the right to vary the Price with alternative Goods as per clause 6.2, subject to prior confirmation and agreement of both parties.	7.2	(a) the Customer or the Customer's nominated carrier takes possession of the Goods at ILS' address; or	11.	Compliance with Laws
2.5	The Customer acknowledges and agrees that:	7.2	(b) ILS (or ILS' nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	11.1	The Customer and ILS shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods/Services, including any work health and safety (WHS) laws relating or any other relevant safety standards or legislation pertaining to the Services.
	(a) ILS reserves the right to charge a call-out fee in the event that the Services are cancelled once a technician has been dispatched from ILS' premises; and	7.3	The cost of Delivery will be payable by the Customer in accordance with the quotation provided by ILS to the Customer, or as otherwise notified to the Customer prior to the placement of an order for Goods.	11.2	All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with all relevant Australian and New Zealand Wiring standards.
	(b) they shall upon request from ILS provide evidence that:	7.4	ILS may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	11.3	The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.
	(i) they are the owner of the property upon which the Goods are to be provided (including, but not limited to, the cutting of keys, providing access/ entry into property as a result of being locked out etc.) or Services are to be undertaken; or	7.5	The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.	12.	Title
	(ii) where the Customer is not the owner of the property, that they have the consent of the owner for the premises upon which the Services are to be undertaken or Goods to be provided.	8.	Any time specified by ILS for Delivery of the Goods is an estimate only and ILS will not be liable for any loss or damage incurred by the Customer because 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. If ILS is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then ILS shall be entitled to charge a reasonable fee for redelivery and/or storage.	12.1	ILS and the Customer agree that ownership of the Goods shall not pass until:
2.6	In the event that the Goods and/or Services provided by ILS are the subject of an insurance claim that the Customer has made, then the Customer 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 ILS and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.	8.1	Risk	12.2	(a) the Customer has paid ILS all amounts owing to ILS; and
2.7	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.	8.1	Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	12.3	(b) the Customer has met all of its other obligations to ILS.
3.	Errors and Omissions	8.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, ILS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by ILS is sufficient evidence of ILS' rights to receive the insurance proceeds without the need for any person dealing with ILS to make further enquiries.		Receipt by ILS 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.
3.1	The Customer acknowledges and accepts that ILS shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	8.3	If the Customer requests ILS to leave Goods outside ILS' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.		It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 12.1:
	(a) resulting from an inadvertent mistake made by ILS in the formation and/or administration of this Contract; and/or	8.4	Any advice, recommendation, information or assistance provided by ILS in relation to the Goods or Services supplied is given in good faith to the Customer, or the Customer's agent and is based on ILS' own knowledge and experience and shall be accepted without liability on the part of ILS. Where such advice or recommendations are not acted upon then ILS shall require the Customer or their agent to authorise commencement of the Services in writing. ILS shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.	(a)	the Customer is only a bailee of the Goods and must return the Goods to ILS on request;
3.2	(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by ILS in respect of the Services.	8.5	ILS shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, ILS accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.	(b)	the Customer holds the benefit of the Customer's insurance of the Goods on trust for ILS and must pay to ILS the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
	In circumstances where the Customer is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Customer is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) (" Customer Error "). The Customer must pay for all Goods it orders from ILS notwithstanding that such Goods suffer from a Customer Error and notwithstanding that the Customer has not taken or refuses to take Delivery of such Goods. ILS is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Customer Errors.	8.6	Where ILS is required to install the Goods the Customer 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 ILS 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.	(c)	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 parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for ILS and must pay or deliver the proceeds to ILS on demand;
4.	Change in Control		Where the Customer has given in ILS for the purposes of gaining access/entry to a property/vehicle as a result a lock out, the Customer acknowledges and agrees that:	(d)	the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of ILS and must sell, dispose of or return the resulting product to ILS as it so directs;
4.1	The Customer shall give ILS not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by ILS as a result of the Customer's failure to comply with this clause.	8.7	(a) ILS is not acting in an unlawful and fraudulent manner and is not deemed to be a break-in;	(e)	the Customer irrevocably authorises ILS to enter any premises where ILS believes the Goods are kept and recover possession of the Goods;
5.	Credit Card Information		(b) the Services will not infringe on the right of other person's or the property's security; and	(f)	ILS may recover possession of any Goods in transit whether or not Delivery has occurred;
5.1	ILS will:	8.8	(c) ILS will not be liable for any costs, damages, losses and claims as a result of any damage to the property/vehicle during the provision of Services.	(g)	the Customer 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 ILS; and
	(a) keep the Customer's personal details, including credit card details for only as long as is deemed necessary by ILS;	8.9	The Customer acknowledges and accepts that all electronic security systems, cctv cameras and any similar devices installed at or attached to their premises are;	(h)	ILS may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
	(b) not disclose the Customer's credit card details to any third party; and				Personal Property Securities Act 2009 ("PPSA")
	(c) not unnecessarily disclose any of the Customer's personal information, except in accordance with the Privacy Act (clause 19) or where required by law.			13.	In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.
5.2	The Customer expressly agrees that, if pursuant to this Contract, there are any unpaid charges or other amounts due and outstanding by the Customer, ILS is entitled to immediately charge the Customer's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Customer pursuant to the terms of this Contract.	8.8		13.1	Upon assenting to these terms and conditions in writing the Customer 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 ILS to the Customer, and the proceeds from such Goods.
				13.2	The Customer 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 ILS may reasonably require to;

Please note that a larger print version of these terms and conditions is available from ILS on request.

Independent Locksmiths & Security Pty Ltd – Terms & Conditions of Trade

	(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;	(a) incurred; and/or	payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and ILS has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
	(ii) register any other document required to be registered by the PPSSA; or	(b) which would be incurred and/or	(g) information that, in the opinion of ILS, the Customer has committed a serious credit infringement; or
	(iii) correct a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii).	(c) for which by the Customer would be liable;	(h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
17.3	(b) indemnify, and upon demand reimburse, ILS for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSSA or releasing any Goods charged thereby;	in regard to legal costs on a solicitor and own client basis incurred in exercising ILS' rights under these terms and conditions, internal administration fees, ILS' Contract fees owing for breach of these terms and conditions', including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.	The Customer shall have the right to request (by e-mail) from ILS:
	(c) not register a financing change statement in respect of a security interest without the prior written consent of ILS;	Further to any other rights or remedies ILS may have under this Contract, if a Customer has made payment to ILS, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by ILS under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.	(a) a copy of the Personal Information about the Customer retained by ILS and the right to request that ILS correct any incorrect Personal Information; and
17.4	(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of ILS; and	Without prejudice to ILS' other remedies at law ILS shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to ILS shall, whether or not due for payment, become immediately payable if:	(b) that ILS does not disclose any Personal Information about the Customer for the purpose of direct marketing.
	(e) immediately advise ILS of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales.	(a) any money payable to ILS becomes overdue, or in ILS' opinion the Customer will be unable to make a payment when it falls due;	ILS will destroy Personal Information upon the Customer's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
13.4	ILS and the Customer agree that sections 96, 115 and 125 of the PPSSA do not apply to the security agreement created by these terms and conditions.	(b) the Customer has exceeded any applicable credit limit provided by ILS;	The Customer can make a privacy complaint by contacting ILS via e-mail. ILS will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au .
13.5	The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSSA.	(c) 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	
13.6	The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSSA.	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.	
13.7	Unless otherwise agreed to in writing by ILS, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSSA.		20. Building and Construction Industry Security of Payments Act 1999
13.8	The Customer must unconditionally ratify any actions taken by ILS under clauses 13.3 to 13.5.	18. Cancellation	At ILS' 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 may apply.
13.9	Subject to any express provisions to the contrary (including those contained in this clause 13), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSSA.	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions (" the Breaching Party ") the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.	Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.
14. Security and Charge			21. Service of Notices
14.1	In consideration of ILS agreeing to supply the Goods and/or provide its Services, the Customer grants ILS a security interest by way of a floating charge (registerable by ILS pursuant to the PPSSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Customer or owned by the Customer in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services under this Contract and/or permit ILS to appoint a receiver to the Customer in accordance with the <i>Corporations Act 2001</i> (Cth).	If ILS, due to reasons beyond ILS' reasonable control, is unable to deliver any Goods and/or Services to the Customer, ILS may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Customer. On giving such notice ILS shall repay to the Customer any money paid by the Customer for the Goods and/or Services. ILS shall not be liable for any loss or damage whatsoever arising from such cancellation.	Any written notice given under this Contract shall be deemed to have been given and received:
14.2	The Customer indemnifies ILS from and against all ILS' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising ILS' rights under this clause.	The Customer may cancel Delivery of the Goods and/or Services by written notice served within twenty-four (24) hours of placement of the order, prior to the Goods being dispatched. If the Customer cancels Delivery in accordance with this clause 18.3, the Customer will not be liable for the payment of any costs of ILS, except where a deposit is payable in accordance with clause 6.4. However, cancellation of orders for Goods made to the Customer's specifications, or for non-stockist items, will not be accepted once production has commenced, or an order has been placed.	(a) by handing the notice to the other party, in person;
14.3	In the event that the Customer defaults or breaches any term of this Contract and as a result, the security provided in clauses 12.1, 13.2 and 14.1 as applicable, is deemed insufficient by ILS to secure the repayment of monies owed by the Customer to ILS, the Customer hereby grants ILS a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Customer now, or owned by the Customer in the future, to secure the performance of the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money.		(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; or
			(e) if sent by email to the other party's last known email address.
			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.
			22. Trusts
			If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not ILS may have notice of the Trust, the Customer covenants with ILS as follows:
			(a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust, the trustees and the trust fund;
			(b) the Customer has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be 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 Customer against the Trust, the trustees and the trust fund. The Customer 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 Customer will not during the term of the Contract without consent in writing of ILS (ILS will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
			(i) the removal, replacement or retirement of the Customer 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 fund or trust property.
15. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)		Privacy Policy	General
15.1	The Customer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify ILS in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow ILS to inspect the Goods.	All emails, documents, images, or other recorded information held or used by ILS is Personal Information, as defined and referred to in clause 19.4, and therefore considered Confidential Information. ILS acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). ILS acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by ILS that may result in serious harm to the Customer, ILS will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.	Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
15.2	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).	Notwithstanding clause 19.1, privacy limitations will extend to ILS in respect of Cookies where the Customer utilises ILS' website to make enquiries. ILS agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:	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, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
15.3	ILS acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	(a) IP address, browser, email client type and other similar details;	These terms and conditions and any Contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Customer (even if they form part of the Customer's purchase order).
15.4	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, ILS makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. ILS' liability in respect of these warranties is limited to the fullest extent permitted by law.	(b) tracking website usage and traffic; and	ILS may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent provided the assignment does not cause detriment to the Customer.
15.5	If the Customer is a consumer within the meaning of the CCA, ILS' liability is limited to the extent permitted by section 64A of Schedule 2.	(c) reports are available to ILS when ILS sends an email to the Customer, so ILS may collect and review that information ("collectively Personal Information").	The Customer cannot licence or assign without the written approval of ILS. ILS 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 Customer agrees and understands that they have no authority to give any instruction to any of ILS' sub-contractors without the authority of ILS.
15.6	If ILS is required to replace the Goods under this clause or the CCA, but is unable to do so, ILS may refund any money the Customer has paid for the Goods.	If the Customer consents to ILS' use of Cookies on ILS' website and later wishes to withdraw that consent, the Customer may manage and control ILS' privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.	The Customer agrees that ILS may amend their general terms and conditions for subsequent future Contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for ILS to provide Goods to the Customer.
15.7	If the Customer is not a consumer within the meaning of the CCA, ILS' liability for any defect or damage in the Goods is:	The Customer agrees for ILS to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by ILS.	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to any Government imposed border lockdowns (including, worldwide destination ports), etc ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Customer to make a payment to ILS, once the parties agree that the Force Majeure event has ceased.
	(a) limited to the value of any express warranty or warranty card provided to the Customer by ILS at ILS' sole discretion;	The Customer agrees that ILS may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:	Both parties warrant that they have the power to enter 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.
	(b) limited to any warranty to which ILS is entitled, if ILS did not manufacture the Goods; and/or	(a) to assess an application by the Customer; and/or	The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
15.8	(c) otherwise negated absolutely.	(b) to notify other credit providers of a default by the Customer; and/or	If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.
	Subject to this clause 15, returns will only be accepted provided that:	(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or	
	(a) the Customer has complied with the provisions of clause 15.1; and	(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.	
	(b) ILS has agreed that the Goods are defective; and	The Customer consents to ILS being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.	
	(c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and	The Customer agrees that personal credit information provided may be used and retained by ILS for the following purposes (and for other agreed purposes or required by):	
	(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.	(a) the provision of Goods; and/or	
15.9	Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, ILS shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:	(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or	
	(a) the Customer failing to properly maintain or store any Goods;	(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or	
	(b) the Customer using the Goods for any purpose other than that for which they were designed;	(d) enabling the collection of amounts outstanding in relation to the Goods. ILS may give information about the Customer to a CRB for the following purposes:	
	(c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	(a) to obtain a consumer credit report;	
	(d) the Customer failing to follow any instructions or guidelines provided by ILS; and/or	(b) allow the CRB to create or maintain a credit information file about the Customer including credit history.	
15.10	(e) fair wear and tear, any accident, or act of God.	The information given to the CRB may include:	
	ILS may in its absolute discretion accept non-defective Goods for return in which case ILS may require the Customer to pay handling fees of up to twenty-five percent (25%) of the value of the returned Goods plus any freight costs.	(a) Personal Information as outlined in 19.4 above;	
15.11	Notwithstanding anything contained in this clause if ILS is required by a law to accept a return, then ILS will only accept a return on the conditions imposed by that law.	(b) name of the credit provider and that ILS is a current credit provider to the Customer;	
		(c) whether the credit provider is a licensee;	
		(d) type of consumer credit;	
		(e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);	
		(f) advice of consumer credit defaults (provided ILS is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for recovery of	
16. Intellectual Property			
16.1	The Customer warrants that all designs, specifications, or instructions given to ILS will not cause ILS to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify ILS against any action taken by a third party against ILS in respect of any such infringement.		
16.2	The Customer agrees that ILS may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which ILS has created for the Customer.		
17. Default and Consequences of Default			
17.1	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 ILS' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.		
17.2	If the Customer owes ILS any money, the Customer shall indemnify ILS from and against all costs and disbursements.		

Please note that a larger print version of these terms and conditions is available from ILS on request.