



STONE CARE AND REPAIRS

1300 005 747

SCR Terms and Conditions of Trade

Stone Care and Repairs Pty Ltd

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1. Definitions

- 1.1 "SCR" shall mean Stone Care and Repairs Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Stone Care and Repairs Pty Ltd.
- 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by SCR to the Client.
- 1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Goods" shall mean all Goods supplied by SCR to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by SCR to the Client.
- 1.5 "Services" shall mean all Services supplied by SCR to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the Price payable for the Goods as agreed between SCR and the Client in accordance with clause 4 of this contract.

2. The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 2.2 Where the Client buys Goods as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

3. Acceptance

- 3.1 Any express or implied acceptance of a Quote by or on behalf of SCR shall constitute acceptance of the terms and conditions contained herein.
- 3.2 The Client acknowledges and agrees that any painting and decorating work, and purchasing of tiles, shall be the Client's responsibility.
- 3.3 SCR reserves the right to refuse to carry out any work where the Health and Safety of SCR or any of its representatives are exposed and will request that the matter be rectified at no cost to SCR before the job can be undertaken.
- 3.4 Where SCR quotes to undertake a scope of works in stages in order to incrementally address visible issues, full payment is required for each stage prior to providing a quote for the next stage.
- 3.5 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.6 Upon acceptance of these terms and conditions by the Client, the terms and conditions are binding and can only be amended with the written consent of SCR.
- 3.7 The Client shall give SCR not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by SCR as a result of the Client's failure to comply with this clause.
- 3.8 Goods are supplied by SCR only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

4. Price and Payment

- 4.1 At SCR's sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by SCR to the Client in respect of Goods supplied; or
 - (b) SCR's quoted Price (subject to clause 4.2), which shall be binding upon SCR, provided that the Client shall accept SCR's quotation in writing within thirty (30) days.
- 4.2 SCR reserves the right to change the Price in the event of a variation to SCR's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances, such as underlying structural damage, tiles below existing tiles, or any third party plumbing or drainage work that may be required, or as a result of increases to SCR in the cost of materials and labour) will be charged for on the basis of SCR's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion. The Client agrees no variations can be made to the colour selection or plan once the Service has commenced. The Client further agrees SCR reserves the right to refuse to carry out any work that has not been agreed to in the Quotation.
- 4.3 SCR may submit detailed progress payment claims in accordance with SCR's specified payment schedule. Such payment claims may include the reasonable value of authorised variations and the value of any materials delivered to the site but not yet installed.
- 4.4 At SCR's sole discretion a non-refundable deposit may be required.
- 4.5 At SCR's sole discretion:
 - (a) payment shall be due on delivery of the Goods; or
 - (b) payment shall be due before delivery of the Goods; or
 - (c) payment for approved Clients shall be due thirty (30) days following the end of the month in which a statement is emailed or posted to the Client's address or address for notices.
- 4.6 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due fourteen (14) days following the date of the invoice.
- 4.7 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and SCR.
- 4.8 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery of Goods

- 5.1 At SCR's sole discretion, delivery of the Goods shall take place when the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by SCR or SCR's nominated carrier).
- 5.2 At SCR's sole discretion, the costs of delivery are:
 - (a) included in the Price; or
 - (b) in addition to the Price; or
 - (c) for the Client's account.
- 5.3 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged, then SCR shall be entitled to charge a reasonable fee for redelivery.
- 5.4 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 5.5 SCR may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.6 The Client acknowledges and agrees that SCR does not source replacement tiles and that this is the sole obligation of the Client. In the event the Client does not provide replacement tiles, SCR will provide either tiles that match as closely in size and colour as is feasible, or industry standard white tiles. The Client further agrees that SCR takes no responsibility for differences in size, colour or texture of replacement tiles.
- 5.7 The failure of SCR to deliver shall not entitle either party to treat this contract as repudiated.
- 5.8 SCR shall use all reasonable endeavours to carry out and complete the performance of the Services by the expected completion date but will not be held liable for any loss or damage whatsoever due to failure by SCR to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of SCR, or due to the Client not complying with their responsibilities, or due to weather conditions preventing the performance of the Services.

6. Risk

- 6.1 If SCR retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, SCR is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SCR is sufficient evidence of SCR's rights to receive the insurance proceeds without the need for any person dealing with SCR to make further enquiries.
- 6.3 Where the Client expressly requests SCR to leave Goods outside SCR's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk, and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all.
- 6.4 The Client acknowledges that variations of colour, shade and grain are inherent in all kiln fired products and natural stone. While every effort will be taken by SCR to match colour, shade or grain of product, SCR shall not be liable for any loss, damages or costs whatsoever arising resulting from any variation in colour, shading or grain between batches of product or sale samples and the final product supplied. The Client further agrees that all natural stone products are treated on the understanding that it is a natural product, and therefore, no guarantee of the result can be provided.
- 6.5 Tiles are not guaranteed against crazing, cracking, chipping or scratching.
- 6.6 SCR shall take all due care while removing grout from floor and wall joints, and between tiles, however at times this process may cause tiles to chip or break. The Client agrees SCR shall not take any responsibility for such damage caused.
- 6.7 It shall be the Client's responsibility to provide SCR with any pertinent information and reasonable knowledge of all matters directly or indirectly affecting the Services.
- 6.8 The Client acknowledges and agrees to immediately notify SCR of any further leaking after the Services have been completed. The warranty shall only cover this if it can be proved that the leak originated from a fault specific to the Goods provided by SCR.
- 6.9 SCR shall not be held liable for any loss, damages or costs to existing parts or new Goods, however arising or resulting from:
 - (a) any existing structural defects; or
 - (b) any existing wet or dry rot, whether or not the rot was caused by termites; or
 - (c) pre-existing water damage, plumbing problems or mould; or
 - (d) general deterioration of age of pre-existing parts; or
 - (e) any structural movement as a result of normal settling, seepage, shrinkage or expansion in building or foundations, walls or structural improvements; or
 - (f) work performed by other trades people.
- 6.10 In the event SCR are requested to remove a shower screen, SCR does not accept any liability for any loss or damage caused to the screen.
- 6.11 In the event SCR are requested to refit a shower screen, SCR does not accept any liability for any loss or damage caused to the screen or if the screen no longer fits correctly.

7. Access

- 7.1 The Client shall ensure that:
 - (a) SCR has clear and free access to the work site at all times to enable them to undertake the works. SCR 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 SCR. Further to this, SCR reserves the right to charge the Client a fee, in the event the Services cannot be carried out on the agreed date due to the lack of or restricted access.

8. Buyers Responsibilities

- 8.1 It is the Buyers responsibility to;
 - (a) have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation; and
 - (b) remove all existing floor coverings, tacks and staples; and
 - (c) fully disclose any information that may affect the Sellers installation procedures (including, but not limited to, disclosing known breaks or tears in the membrane, extensions of existing

- slabs, thickened beams, curing compounds that may have been used or the use of concrete over 25mpa); and
 - (d) ensure the sub-floor is adequately ventilated and is structurally sound; and
 - (e) ensure that the levels of a sub-floor are satisfactory as the floor coverings can only follow the contours of the sub-floor and will not correct unevenness; and
 - (f) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Buyer. All care taken but no responsibility accepted by the Seller in this regard; and
 - (g) provide adequate dust sheets to protect the Buyers furniture and décor. The Seller will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any sanding process. Flaking or crumbling walls should be temporarily covered by the Buyer, until the coatings are dry; and
 - (h) extinguish all naked flames prior to coating including but not limited to pilot lights heaters etc; and
 - (i) supply power to within 8 metres of the project; and
- 8.2 The Seller is not insured to remove furniture or fittings and will not do so, nor is the Seller licensed to move gas, plumbing or electrical appliances.

9. Underground Locations

- 9.1 Prior to SCR commencing any work, the Client must advise SCR of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client 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 site.
- 9.2 Whilst SCR will take all care to avoid damage to any underground services, the Client agrees to indemnify SCR 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 9.1.

10. Title

- 10.1 SCR and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid SCR all amounts owing for the particular Goods; and
 - (b) the Client has met all other obligations due by the Client to SCR in respect of all contracts between SCR and the Client.
- 10.2 Receipt by SCR 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, and until then, SCR's ownership or rights in respect of the Goods shall continue.
- 10.3 It is further agreed that:
 - (a) where practicable, the Goods shall be kept separate and identifiable until SCR shall have received payment and all other obligations of the Client are met; and
 - (b) until such time as ownership of the Goods shall pass from SCR to the Client, SCR may give notice in writing to the Client to return the Goods or any of them to SCR. Upon such notice, the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
 - (c) SCR shall have the right of stopping the Goods in transit whether or not delivery has been made; and
 - (d) if the Client fails to return the Goods to SCR, then SCR or SCR's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated and take possession of the Goods; and
 - (e) the Client is only a bailee of the Goods, and until such time as SCR has received payment in full for the Goods, then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to SCR for the Goods, on trust for SCR; and
 - (f) the Client shall not deal with the money of SCR in any way, which may be adverse to SCR; and
 - (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of SCR; and
 - (h) SCR can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
 - (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that SCR will be the owner of the end products.

11. Personal Property Securities Act 2009 ("PPSA")

- 11.1 In this clause:
 - (a) financing statement has the meaning given to it by the PPSA;
 - (b) financing change statement has the meaning given to it by the PPSA;
 - (c) security agreement means the security agreement under the PPSA created between the Client and SCR by these terms and conditions; and
 - (d) security interest has the meaning given to it by the PPSA.
- 11.2 Upon assenting to these terms and conditions in writing, the Client acknowledges and agrees that these terms and conditions:
 - (a) constitute a security agreement for the purposes of the PPSA; and
 - (b) create a security interest in:
 - (i) all Goods previously supplied by SCR to the Client (if any);
 - (ii) all Goods that will be supplied in the future by SCR to the Client.
- 11.3 The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SCR may reasonably require to:
- 11.4 register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (i) register any other document required to be registered by the PPSA; or
 - (ii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(i);
 - (b) indemnify, and upon demand reimburse, SCR for all expenses

incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;

(c) not register a financing change statement in respect of a security interest without the prior written consent of SCR;

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of SCR; and

(e) immediately advise SCR 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.

11.5 SCR and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

11.6 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

11.7 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

11.8 Unless otherwise agreed to in writing by SCR, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.

11.9 The Client shall unconditionally ratify any actions taken by SCR under clauses 11.3 to 11.5.

12. Security and Charge

12.1 Despite anything to the contrary contained herein or any other rights which SCR may have, however:

- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to SCR or SCR's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that SCR (or SCR's nominee) shall be entitled to lodge, where appropriate, a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) should SCR elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify SCR from and against all SCR's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint SCR or SCR's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12.1.

13. Defects

13.1 The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify SCR in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford SCR an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions, the Goods shall be presumed to be free from any defect or damage. For defective Goods, which SCR has agreed in writing that the Client is entitled to reject, SCR's liability is limited to either (at SCR's discretion) replacing the Goods or repairing the Goods, that SCR has provided, except where the Client has acquired Goods that SCR provided as a consumer within the meaning of the Competition and Consumer Act 2010 (Cwth) or the Fair Trading Acts of the relevant state or territories of Australia, and is, therefore, also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods. SCR shall not be responsible for repairing or replacing any Goods either directly or indirectly affected by the defected Goods provided by SCR.

13.2 Goods will not be accepted for return other than in accordance with 13.1 above.

13.3 In the event that the notice in accordance with clause 13.1 has not been given, and at any time a detected failure occurs after sand cement topping, tiling, soil topping or back filling, SCR will not be held responsible for any liability and any warranty previously offered will not be valid.

14. Warranties

14.1 Subject to the conditions of warranty set out in clause 14.2, 14.4 and 14.5, SCR warrants that if any defect in any workmanship of SCR becomes apparent and is reported to SCR within twelve (12) months of the date of delivery (time being of the essence), then SCR will either (at SCR's sole discretion) replace or remedy the workmanship.

14.2 The conditions applicable to the warranty given by clause 14.1, 14.3 and 14.5 are:

- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (i) wilful damage, accident, or negligence by the Client or any third party; or
- (ii) failure on the part of the Client to properly maintain any Goods; or
- (iii) failure on the part of the Client to follow any instructions or guidelines provided by SCR; or
- (iv) any use of any Goods otherwise than for any application specified on a quote or order form; or
- (v) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (vi) fair wear and tear, any accident or act of God; or
- (vii) any part of the Goods or background being installed by a third party; or
- (viii) due to clause 6.8 or 6.9 or any part thereof; or
- (ix) SCR not laying the substrate onto which the membrane is applied as requested by the Client; or
- (x) any form of traffic has occurred on the membrane in between or after coats for non-trafficable membrane; or
- (xi) any form of traffic has occurred on the membrane in between coats for trafficable membrane.
- (b) the warranty shall cease and SCR shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, tampered with or overhauled by the Client or anyone else other than a SCR representative or without SCR's written consent.
- (c) in respect of all claims, SCR shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- (d) the warranty shall cease and SCR shall thereafter in no circumstances be liable under the terms of the warranty if any accounts remain unpaid over seven (7) days from the due date.
- (e) the warranty shall not include any loose tiles, grouting, plumbing, shower screen problems, or structural damage and/or damage that may occur after treatment of Service.
- (f) any warranty work deemed to not be covered under the

warranty shall incur SCR's normal charges.

14.3 Subject to the conditions of warranty set out in clause 14.2, and 14.5, SCR warrants that Natural Stone Sealer is specifically warranted against water proofing failure for twenty five (25) years for pre-installed factory treated stone, and five (5) years for post installed treated stone, from the date of delivery (time being of the essence). In the event any warranty work is required and approved then SCR will either (at SCR's sole discretion) replace or remedy the workmanship.

14.4 The conditions applicable to the natural stone products warranty given by clause 14.3 are outlined in clause 14.2 and below:

- (a) the warranty shall exclude:
- (i) periodic cleaning and sealing to retain the stone's beauty and integrity;
- (ii) paying for the costs related to resurfacing or sealing to maintain, preserve or revitalise the surface;
- (iii) abuse by weight, force, chemicals or neglect;
- (iv) yellowing and discolouring of the natural stone that may vary depending on the exposure to sunlight, wearing patterns, stone characteristics or stone containing the porite mineral;
- (v) damage to the stone caused by the stone movement or cracking. If a repair is completed and is determined by SCR that the repair has not reduced or stopped the leak due to excessive structural movement or as a result of normal settling, seepage, shrinkage or expansion in the building, foundations, walls or acts of God, or structural improvements, then SCR will not be responsible or liable for any further repair work and the warranty will become void;
- (vi) damage by acid base liquids such as cosmetics, soft drinks, salad dressing, wine, soya, juices and the use of products that contain lemon, vinegar or other acids in natural stone;
- (vii) damage by scouring pads, powders or creams;
- (viii) any damage to tiles once they have been fixed;
- (ix) any Goods stored with SCR for four (4) weeks or more after the date of the invoice;
- (x) any inaccuracy or errors in quantity estimates given by SCR;
- (xi) any difference between samples provided by SCR.

14.5 Subject to the conditions of warranty set out in clause 14.2, SCR warrants that glass treatments are specifically warranted against any coating to be found to have failed where proper maintenance has been performed, for a period of five (5) years from the date of delivery (time being of the essence). In the event any warranty work is required and approved then SCR will either (at SCR's sole discretion) replace or remedy the workmanship.

14.6 The warranty covers glass and glazed surfaces coated to improve hydrophobic characteristics resist the weathering effect of the natural elements, will not fade, discolour or change the appearance of the surface to which it is applied, will not peel, chip, crack or blister for the life of the surface to which it is applied.

14.7 For Goods not manufactured by SCR, the warranty shall be the current warranty provided by the manufacturer of the Goods. SCR shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

14.8 The Warranty shall only extend to the client with whom the original Service contract was signed. Warranties are non transferable.

15. Default and Consequences of Default

15.1 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 SCR's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

15.2 In the event that the Client's payment is dishonoured for any reason, the Client shall be liable for any dishonour fees incurred by SCR.

15.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify SCR from and against all costs and disbursements incurred by SCR in pursuing the debt including legal costs on a solicitor and own client basis and SCR's collection agency costs.

15.4 Without prejudice to any other remedies SCR may have, if at any time the Client is in breach of any obligation (including those relating to payment), SCR may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. SCR will not be liable to the Client for any loss or damage the Client suffers because SCR has exercised its rights under this clause.

15.5 If any account remains overdue after thirty (30) days, then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.

15.6 Without prejudice to SCR's other remedies at law, SCR shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to SCR shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to SCR becomes overdue, or in SCR's opinion, the Client will be unable to meet its payments as they fall due; or

(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

16. Compliance with Laws

16.1 The Client and SCR shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.

16.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works.

16.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

17. Cancellation

17.1 SCR may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice, SCR shall repay to the Client any sums paid in respect of the Price. SCR shall not be liable for any loss or damage whatsoever arising from such cancellation.

17.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by SCR (including, but not limited to, any loss of profits) up to the time of cancellation. The Client further authorises SCR to deduct all expenses incurred, from any funds held by SCR in relation to the work up to the date of cancellation.

17.3 Cancellation of orders for Goods made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

18. Privacy Act 1988

18.1 The Client and/or the Guarantor/s (herein referred to as the Client) agree for SCR to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by SCR.

18.2 The Client agrees that SCR may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) 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
- (d) to assess the creditworthiness of the Client.

The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

18.3 The Client consents to SCR being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

18.4 The Client agrees that personal credit information provided may be used and retained by SCR for the following purposes (and for other purposes as shall be agreed between the Client and SCR or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by SCR, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

18.5 SCR may give information about the Client to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Client;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 18.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Client's application for credit or commercial credit and the amount requested;
- (c) advice that SCR is a current credit provider to the Client;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of SCR, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
- (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Client by SCR has been paid or otherwise discharged.

19. Building and Construction Industry Security of Payment Act 2002

19.1 At SCR's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services, then the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply.

19.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payment Act 2002 of Victoria, except to the extent permitted by the Act, where applicable.

20. General

20.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

20.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

20.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.

20.4 SCR shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by SCR of these terms and conditions.

20.5 In the event of any breach of this contract by SCR, the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

20.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by SCR nor to withhold payment of any invoice because part of that invoice is in dispute.

20.7 SCR may license or sub-contract all or any part of its rights and obligations without the Client's consent.

20.8 The Client agrees that SCR may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which SCR notifies the Client of such change. The Client shall be under no obligation to accept such changes except where SCR supplies further Goods to the Client and the Client accepts such Goods.

20.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

20.10 The failure by SCR to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect SCR's right to subsequently enforce that provision.

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