

# Don Hall Air Conditioning & Refrigeration Services – Terms & Conditions of Trade

1.	<p><b>Definitions</b></p> <p>1.1 "Seller" means Donald Dennis Hall T/A Don Hall Air Conditioning &amp; Refrigeration Services, its successors and assigns or any person acting on behalf of and with the authority of Donald Dennis Hall T/A Don Hall Air Conditioning &amp; Refrigeration Services.</p> <p>1.2 "Client" means the persons buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.</p> <p>1.3 "Goods" means all Goods or Services supplied by the Seller 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>1.4 "Price" means the Price payable for the Goods as agreed between the Seller and the Client in accordance with clause 5 below.</p>	<p>in the event that any of the equipment needs to be relocated due to compliance with local authorities, then the Client shall be responsible for any and all costs involved.</p> <p>The Client acknowledges and agrees that it is their responsibility to insure any equipment partly or completely installed on site, against theft, fire, flood, lightning, etc.</p> <p>In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Client then the Client agrees to notify the Seller immediately upon any proposed changes. The Client agrees to indemnify the Seller against any additional costs incurred with such a relocation of electrical wiring. All such variances shall be invoiced in accordance with clause 5.2. 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 installation. The Seller shall comply with the Electrical Safety Act, Regulations and Codes of Practice. All of the cabling work will comply with the Australian and New Zealand Wiring Standards.</p> <p>The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, pipes, cabling, etc.) are of suitable capacity to handle the Goods once installed. If, for any reason (including the discovery of asbestos, defective or unsafe wiring, or dangerous access to the Goods) the Seller reasonably forms the opinion that the Client's premises is not safe for the installation of Goods to proceed then the Seller shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 5.2 above) until the Seller is satisfied that it is safe for the installation to proceed.</p> <p>Where the Client has supplied materials for the Seller to complete the Services, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. Any loss or damage to the Goods (or any part thereof), however arising from the use of materials supplied by the Client.</p> <p>The Client acknowledges that the Seller is only responsible for parts that are replaced by the Seller and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify the Seller against any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising (including, but not limited to, loss of power, loss of data, loss of production, etc.).</p> <p>The Client acknowledges and agrees that where the Seller has performed temporary repairs that:</p> <ol style="list-style-type: none"> <li>the Seller offers no guarantee against the recurrence of the initial fault, or any further damage caused; and</li> <li>the Seller will immediately advise the Client of the fault and shall provide the Client with an estimate for the full repair.</li> </ol> <p>The Client acknowledges that Goods supplied may:</p> <ol style="list-style-type: none"> <li>fade or change colour over time; and</li> <li>be cracked or distort as a result of exposure to heat, cold, weather, and;</li> <li>mark or stain if exposed to certain substances; and</li> <li>be damaged or disfigured by impact or scratching.</li> </ol>	<p>(b) indemnify, upon demand reimburse, the Seller for all expenses incurred by the Seller in connection with the financing change statement on 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 Seller;</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 Seller;</p> <p>(e) immediately advise the Seller 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> <p>The Seller and Client intend that sections 15.11 and 15.12 of the PPSA do not apply to the security agreement created by these terms and conditions.</p> <p>The Client waives their rights to receive notices under sections 95, 116, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p> <p>The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>Unless otherwise agreed to in writing by the Seller, the Client waives their right to receive a verification statement in accordance with section 67 of the PPSA.</p> <p>The Client must unconditionally ratify any actions taken by the Seller under clauses 13.3 to 13.5.</p> <p>Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p>	<p>such notice the Seller shall repay to the Client any money paid by the Client for the Goods. The Seller 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 loss incurred (whether direct or indirect) by the Seller as a result of 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-stock items, will definitely not be accepted once production has commenced, or an order has been placed.</p>
2.	<p><b>Acceptance</b></p> <p>2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.</p> <p>2.2 These terms and conditions may only be amended with the Seller's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Seller.</p> <p>2.3 In the event the Goods and/or Services provided by the Seller are the subject of an insurance claim that the Client has made, then the Client shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligations to the insurer. The Client shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.</p> <p>2.4 The Client accepts that the Seller's Price is based on the assumption that the installing installation complies with all relevant laws, regulations, codes, and standards, Australian Standards. Where additional Services are required to bring existing installations up to standard to meet relevant laws, regulations, codes, compliance and Australian Standards shall be treated as a variation as per clause 5.2 and charged accordingly.</p>	<p>14.1 The Seller acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. Any loss or damage to the Goods (or any part thereof), however arising from the use of materials supplied by the Client.</p> <p>14.2 The Client acknowledges that the Seller is only responsible for parts that are replaced by the Seller and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify the Seller against any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising (including, but not limited to, loss of power, loss of data, loss of production, etc.).</p> <p>14.3 The Client acknowledges and agrees that where the Seller has performed temporary repairs that:</p> <ol style="list-style-type: none"> <li>the Seller offers no guarantee against the recurrence of the initial fault, or any further damage caused; and</li> <li>the Seller will immediately advise the Client of the fault and shall provide the Client with an estimate for the full repair.</li> </ol> <p>14.4 The Client acknowledges that Goods supplied may:</p> <ol style="list-style-type: none"> <li>fade or change colour over time; and</li> <li>be cracked or distort as a result of exposure to heat, cold, weather, and;</li> <li>mark or stain if exposed to certain substances; and</li> <li>be damaged or disfigured by impact or scratching.</li> </ol>	<p>18.2</p> <p>18.3</p> <p>19.1</p> <p>19.2</p> <p>19.3</p> <p>19.4</p> <p>19.5</p> <p>19.6</p> <p>19.7</p> <p>19.8</p> <p>19.9</p> <p>20.1</p> <p>20.2</p> <p>20.3</p> <p>20.4</p> <p>20.5</p> <p>20.6</p> <p>20.7</p> <p>20.8</p> <p>20.9</p> <p>20.10</p> <p>20.11</p> <p>20.12</p> <p>20.13</p> <p>20.14</p> <p>20.15</p> <p>20.16</p> <p>20.17</p> <p>20.18</p> <p>20.19</p> <p>20.20</p> <p>20.21</p> <p>20.22</p> <p>20.23</p> <p>20.24</p> <p>20.25</p> <p>20.26</p> <p>20.27</p> <p>20.28</p> <p>20.29</p> <p>20.30</p> <p>20.31</p> <p>20.32</p> <p>20.33</p> <p>20.34</p> <p>20.35</p> <p>20.36</p> <p>20.37</p> <p>20.38</p> <p>20.39</p> <p>20.40</p> <p>20.41</p> <p>20.42</p> <p>20.43</p> <p>20.44</p> <p>20.45</p> <p>20.46</p> <p>20.47</p> <p>20.48</p> <p>20.49</p> <p>20.50</p> <p>20.51</p> <p>20.52</p> <p>20.53</p> <p>20.54</p> <p>20.55</p> <p>20.56</p> <p>20.57</p> <p>20.58</p> <p>20.59</p> <p>20.60</p> <p>20.61</p> <p>20.62</p> <p>20.63</p> <p>20.64</p> <p>20.65</p> <p>20.66</p> <p>20.67</p> <p>20.68</p> <p>20.69</p> <p>20.70</p> <p>20.71</p> <p>20.72</p> <p>20.73</p> <p>20.74</p> <p>20.75</p> <p>20.76</p> <p>20.77</p> <p>20.78</p> <p>20.79</p> <p>20.80</p> <p>20.81</p> <p>20.82</p> <p>20.83</p> <p>20.84</p> <p>20.85</p> <p>20.86</p> <p>20.87</p> <p>20.88</p> <p>20.89</p> <p>20.90</p> <p>20.91</p> <p>20.92</p> <p>20.93</p> <p>20.94</p> <p>20.95</p> <p>20.96</p> <p>20.97</p> <p>20.98</p> <p>20.99</p> <p>21.00</p>	<p><b>Privacy Act 1988</b></p> <p>The Client agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, date of birth, residential address, occupation, credit applications, credit history) about the Client in relation to credit provided by the Seller.</p> <p>The Client agrees that the Seller may exchange information about the Client with other credit providers and with related body corporates for the following purposes:</p> <ol style="list-style-type: none"> <li>to assess an application by the Client; and/or</li> <li>to notify other credit providers of a default by the Client; and/or</li> <li>to exchange information with other credit providers as to the status of their credit account, where the Client is in default with other credit providers; and/or</li> <li>to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.</li> </ol> <p>The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>The Client agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other agreed purposes not listed above):</p> <ol style="list-style-type: none"> <li>the provision of Goods and/or;</li> <li>analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or</li> <li>processing any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</li> <li>enabling the collection of amounts outstanding in relation to the Goods.</li> </ol> <p>The Seller may give information about the Client to a CRB for the following purposes:</p> <ol style="list-style-type: none"> <li>to obtain a consumer credit report;</li> <li>allow the CRB to create or maintain a credit information file about the Client including credit history;</li> <li>information given to the CRB may include:</li> </ol>
3.	<p><b>Electronic Transactions (Queensland) Act 2001</b></p> <p>3.1 Electronic signatures shall be deemed to be accepted by either party provided that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	<p>14.5 The Client irrevocably appoints the Seller and each director of the Seller as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14.5, but not limited to, signing any document on the Client's behalf.</p>	<p>21.01</p> <p>21.02</p> <p>21.03</p> <p>21.04</p> <p>21.05</p> <p>21.06</p> <p>21.07</p> <p>21.08</p> <p>21.09</p> <p>21.10</p> <p>21.11</p> <p>21.12</p> <p>21.13</p> <p>21.14</p> <p>21.15</p> <p>21.16</p> <p>21.17</p> <p>21.18</p> <p>21.19</p> <p>21.20</p> <p>21.21</p> <p>21.22</p> <p>21.23</p> <p>21.24</p> <p>21.25</p> <p>21.26</p> <p>21.27</p> <p>21.28</p> <p>21.29</p> <p>21.30</p> <p>21.31</p> <p>21.32</p> <p>21.33</p> <p>21.34</p> <p>21.35</p> <p>21.36</p> <p>21.37</p> <p>21.38</p> <p>21.39</p> <p>21.40</p> <p>21.41</p> <p>21.42</p> <p>21.43</p> <p>21.44</p> <p>21.45</p> <p>21.46</p> <p>21.47</p> <p>21.48</p> <p>21.49</p> <p>21.50</p> <p>21.51</p> <p>21.52</p> <p>21.53</p> <p>21.54</p> <p>21.55</p> <p>21.56</p> <p>21.57</p> <p>21.58</p> <p>21.59</p> <p>21.60</p> <p>21.61</p> <p>21.62</p> <p>21.63</p> <p>21.64</p> <p>21.65</p> <p>21.66</p> <p>21.67</p> <p>21.68</p> <p>21.69</p> <p>21.70</p> <p>21.71</p> <p>21.72</p> <p>21.73</p> <p>21.74</p> <p>21.75</p> <p>21.76</p> <p>21.77</p> <p>21.78</p> <p>21.79</p> <p>21.80</p> <p>21.81</p> <p>21.82</p> <p>21.83</p> <p>21.84</p> <p>21.85</p> <p>21.86</p> <p>21.87</p> <p>21.88</p> <p>21.89</p> <p>21.90</p> <p>21.91</p> <p>21.92</p> <p>21.93</p> <p>21.94</p> <p>21.95</p> <p>21.96</p> <p>21.97</p> <p>21.98</p> <p>21.99</p> <p>22.00</p>	<p><b>Security and Charge</b></p> <p>14.1 In consideration of the Seller agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>14.2 The Client indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause 14.1.</p> <p>14.3 The Client irrevocably appoints the Seller and each director of the Seller as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14.1, but not limited to, signing any document on the Client's behalf.</p>
4.	<p><b>Change in Control</b></p> <p>4.1 The Client shall give the Seller 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 to the Client's name, contact details, phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by the Seller as a result of the Client's failure to comply with this clause.</p>	<p>15. <b>Defects, Warranties and Returns, Competition and Consumer Act 2004</b></p> <p>15.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify the Seller in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect to the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Seller to inspect the Goods.</p> <p>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 (<b>Non-Excluded Guarantees</b>).</p> <p>15.3 The Seller acknowledges that nothing in these terms and conditions purports to expressly or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Seller makes no warranty of any kind in relation to the Goods, their use, terms and conditions including but not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>15.4 If the Client is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>15.5 If the Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, the Seller may refund any money paid for the Goods (if that money is not significant); and</p> <p>15.6 If the Client is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is:</p> <ol style="list-style-type: none"> <li>limited to the value of any express warranty or warranty card provided to the Client by the Seller at the Seller's sole discretion;</li> <li>limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods;</li> <li>otherwise negated absolutely.</li> </ol> <p>15.8 Subject to this clause 15.8, returns will only be accepted provided that:</p> <ol style="list-style-type: none"> <li>the Client has complied with the provisions of clause 15.1; and</li> <li>the Seller has agreed that the Goods are defective; and</li> <li>the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and</li> <li>the Goods are returned in as close a condition to that in which they were delivered as is possible.</li> </ol> <p>15.9 Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, the Seller shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:</p> <ol style="list-style-type: none"> <li>the Client failing to properly maintain or store any Goods;</li> <li>the Client using the Goods for any purpose other than that for which they were designed;</li> <li>the Client continuing the use of any Goods after any defect has become apparent or should have become apparent to a reasonably prudent operator or user;</li> <li>the Client failing to follow any instructions or guidelines provided by the Seller;</li> <li>the Client failing to adhere to the maintenance schedule recommended by the Seller or any of the maintenance work being carried out by a third party other than the Seller;</li> <li>fair wear and tear, any accident, or act of God.</li> </ol>	<p>21.21</p> <p>21.22</p> <p>21.23</p> <p>21.24</p> <p>21.25</p> <p>21.26</p> <p>21.27</p> <p>21.28</p> <p>21.29</p> <p>21.30</p> <p>21.31</p> <p>21.32</p> <p>21.33</p> <p>21.34</p> <p>21.35</p> <p>21.36</p> <p>21.37</p> <p>21.38</p> <p>21.39</p> <p>21.40</p> <p>21.41</p> <p>21.42</p> <p>21.43</p> <p>21.44</p> <p>21.45</p> <p>21.46</p> <p>21.47</p> <p>21.48</p> <p>21.49</p> <p>21.50</p> <p>21.51</p> <p>21.52</p> <p>21.53</p> <p>21.54</p> <p>21.55</p> <p>21.56</p> <p>21.57</p> <p>21.58</p> <p>21.59</p> <p>21.60</p> <p>21.61</p> <p>21.62</p> <p>21.63</p> <p>21.64</p> <p>21.65</p> <p>21.66</p> <p>21.67</p> <p>21.68</p> <p>21.69</p> <p>21.70</p> <p>21.71</p> <p>21.72</p> <p>21.73</p> <p>21.74</p> <p>21.75</p> <p>21.76</p> <p>21.77</p> <p>21.78</p> <p>21.79</p> <p>21.80</p> <p>21.81</p> <p>21.82</p> <p>21.83</p> <p>21.84</p> <p>21.85</p> <p>21.86</p> <p>21.87</p> <p>21.88</p> <p>21.89</p> <p>21.90</p> <p>21.91</p> <p>21.92</p> <p>21.93</p> <p>21.94</p> <p>21.95</p> <p>21.96</p> <p>21.97</p> <p>21.98</p> <p>21.99</p> <p>22.00</p>	<p><b>Unpaid Seller's Rights</b></p> <p>Where the Client has left any item with the Seller for repair, modification, exchange or for the Seller to perform any other service in relation to the item and the Seller has not received or been offered the whole of any monies owing to the Seller, the Seller shall have, until any monies owing to the Seller are paid:</p> <ol style="list-style-type: none"> <li>a lien on the item; and</li> <li>the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposition of the item.</li> </ol> <p>The lien of the Seller shall continue despite the commencement of proceedings, or judgment for any monies owing to the Seller having been obtained against the Client.</p>
5.	<p><b>Price and Payment</b></p> <p>5.1 At the Seller's sole discretion the Price shall be either:</p> <ol style="list-style-type: none"> <li>as indicated on any invoice provided by the Seller to the Client; or</li> <li>the Seller's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</li> </ol> <p>5.2 The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to unforeseen circumstances such as poor weather conditions, access to inaccessible site and/or spaces, availability of machinery, safety considerations including the discovery of asbestos or synthetic mineral fibres, pre-existing structural integrity, prerequisite work by any third party not being completed, etc.) will be charged for on the basis of the Seller's quotation and will be shown as variations to the Price. Payment for all variations must be made in full at their time of completion.</p> <p>5.3 At the Seller's sole discretion a deposit may be required.</p> <p>5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the dates determined by the Seller, which may be:</p> <ol style="list-style-type: none"> <li>on completion of the Services;</li> <li>thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;</li> <li>the date specified on any invoice or other form as being the date for payment; or</li> <li>failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by the Seller.</li> </ol> <p>5.5 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card plus a surcharge of up to one and a half percent (1.5%) of the Price, or by any other method as agreed to between the Client and the Seller.</p> <p>5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p>	<p>16. <b>Intellectual Property</b></p> <p>Where the Seller has designed, drawn, created reports or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Seller. The Client warrants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Seller against any claim taken by a third party against the Seller in respect of any such infringement.</p> <p>The Client agrees that the Seller may (at no cost) use for the purposes of marketing the Client for any loss or damage the Client documents, designs, drawings or Goods which the Seller has created for the Client.</p>	<p>22.01</p> <p>22.02</p> <p>22.03</p> <p>22.04</p> <p>22.05</p> <p>22.06</p> <p>22.07</p> <p>22.08</p> <p>22.09</p> <p>22.10</p> <p>22.11</p> <p>22.12</p> <p>22.13</p> <p>22.14</p> <p>22.15</p> <p>22.16</p> <p>22.17</p> <p>22.18</p> <p>22.19</p> <p>22.20</p> <p>22.21</p> <p>22.22</p> <p>22.23</p> <p>22.24</p> <p>22.25</p> <p>22.26</p> <p>22.27</p> <p>22.28</p> <p>22.29</p> <p>22.30</p> <p>22.31</p> <p>22.32</p> <p>22.33</p> <p>22.34</p> <p>22.35</p> <p>22.36</p> <p>22.37</p> <p>22.38</p> <p>22.39</p> <p>22.40</p> <p>22.41</p> <p>22.42</p> <p>22.43</p> <p>22.44</p> <p>22.45</p> <p>22.46</p> <p>22.47</p> <p>22.48</p> <p>22.49</p> <p>22.50</p> <p>22.51</p> <p>22.52</p> <p>22.53</p> <p>22.54</p> <p>22.55</p> <p>22.56</p> <p>22.57</p> <p>22.58</p> <p>22.59</p> <p>22.60</p> <p>22.61</p> <p>22.62</p> <p>22.63</p> <p>22.64</p> <p>22.65</p> <p>22.66</p> <p>22.67</p> <p>22.68</p> <p>22.69</p> <p>22.70</p> <p>22.71</p> <p>22.72</p> <p>22.73</p> <p>22.74</p> <p>22.75</p> <p>22.76</p> <p>22.77</p> <p>22.78</p> <p>22.79</p> <p>22.80</p> <p>22.81</p> <p>22.82</p> <p>22.83</p> <p>22.84</p> <p>22.85</p> <p>22.86</p> <p>22.87</p> <p>22.88</p> <p>22.89</p> <p>22.90</p> <p>22.91</p> <p>22.92</p> <p>22.93</p> <p>22.94</p> <p>22.95</p> <p>22.96</p> <p>22.97</p> <p>22.98</p> <p>22.99</p> <p>23.00</p>	<p><b>Dispute Resolution</b></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 of the date of the 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 delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:</p> <ol style="list-style-type: none"> <li>referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia;</li> <li>conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.</li> </ol>
6.	<p><b>Delivery</b></p> <p>6.1 Subject to clause 6.2 it is the Seller's responsibility to ensure that the Services start as soon as it is reasonably possible.</p> <p>6.2 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Seller claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Seller's control, including but not limited to any failure by the Client to:</p> <ol style="list-style-type: none"> <li>make a selection or;</li> <li>leave the site open for the Services; or</li> <li>notify the Seller that the site is ready;</li> </ol> <p>6.3 At the Seller's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.</p> <p>6.4 The Client will be entitled to receive or collection 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 the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>6.5 The Seller 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.</p> <p>6.6 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:</p> <ol style="list-style-type: none"> <li>such discrepancy in quantity shall not exceed five percent (5%) and</li> <li>the Price shall be adjusted pro rata to the discrepancy.</li> </ol> <p>6.7 Any results given by the Seller to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Seller will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.</p>	<p>17. <b>Default and Consequences of Default</b></p> <p>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 the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>If the Client owes the Seller any money the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's contract default fee, and bank dishonour fees).</p> <p>Further to any other rights or remedies the Seller may have under this contract, if a Client has made payment to the Seller, and the Client has subsequently repudiated the Client's obligations under the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.</p> <p>The Seller shall be entitled to set off any sums owed to the Seller if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Client. The Seller shall be entitled to set off any sums owed to the Seller if the Client suffers because the Seller has exercised its rights under this clause.</p> <p>Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and/or amounts owing to the Seller, whether or not due for payment, become immediately payable if:</p> <ol style="list-style-type: none"> <li>any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to make a payment to the Seller;</li> <li>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;</li> <li>the receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</li> </ol>	<p>23.01</p> <p>23.02</p> <p>23.03</p> <p>23.04</p> <p>23.05</p> <p>23.06</p> <p>23.07</p> <p>23.08</p> <p>23.09</p> <p>23.10</p> <p>23.11</p> <p>23.12</p> <p>23.13</p> <p>23.14</p> <p>23.15</p> <p>23.16</p> <p>23.17</p> <p>23.18</p> <p>23.19</p> <p>23.20</p> <p>23.21</p> <p>23.22</p> <p>23.23</p> <p>23.24</p> <p>23.25</p> <p>23.26</p> <p>23.27</p> <p>23.28</p> <p>23.29</p> <p>23.30</p> <p>23.31</p> <p>23.32</p> <p>23.33</p> <p>23.34</p> <p>23.35</p> <p>23.36</p> <p>23.37</p> <p>23.38</p> <p>23.39</p> <p>23.40</p> <p>23.41</p> <p>23.42</p> <p>23.43</p> <p>23.44</p> <p>23.45</p> <p>23.46</p> <p>23.47</p> <p>23.48</p> <p>23.49</p> <p>23.50</p> <p>23.51</p> <p>23.52</p> <p>23.53</p> <p>23.54</p> <p>23.55</p> <p>23.56</p> <p>23.57</p> <p>23.58</p> <p>23.59</p> <p>23.60</p> <p>23.61</p> <p>23.62</p> <p>23.63</p> <p>23.64</p> <p>23.65</p> <p>23.66</p> <p>23.67</p> <p>23.68</p> <p>23.69</p> <p>23.70</p> <p>23.71</p> <p>23.72</p> <p>23.73</p> <p>23.74</p> <p>23.75</p> <p>23.76</p> <p>23.77</p> <p>23.78</p> <p>23.79</p> <p>23.80</p> <p>23.81</p> <p>23.82</p> <p>23.83</p> <p>23.84</p> <p>23.85</p> <p>23.86</p> <p>23.87</p> <p>23.88</p> <p>23.89</p> <p>23.90</p> <p>23.91</p> <p>23.92</p> <p>23.93</p> <p>23.94</p> <p>23.95</p> <p>23.96</p> <p>23.97</p> <p>23.98</p> <p>23.99</p> <p>24.00</p>	<p><b>Building and Construction Industry Payments Act 2004</b></p> <p>At the Seller'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 Payments Act 2004 may apply.</p> <p>Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
7.	<p><b>Risk</b></p> <p>7.1 If the Seller retains ownership of the Goods under clause 12 then:</p> <ol style="list-style-type: none"> <li>where the Seller is supplying Goods only, all risk for the Goods shall immediately pass to the Client on delivery of the Goods; and</li> <li>where the Seller is providing the Goods and/or Services, the Seller shall maintain a contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.</li> </ol> <p>7.2 The Seller shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Seller accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications and other information.</p> <p>7.3 Whilst the final location of the condensing unit is at the discretion of the Client, a charge will apply as a variation as per clause 5.2, if the Client requests the unit to not be located adjacent to the external wall, due to the underground piping required.</p> <p>7.4 The final location of the window or floor unit must be determined on site by the Client.</p> <p>7.5 The Seller shall upon installation ensure that all installed Goods meet current industry standards applicable to noise levels, however the Seller cannot guarantee that</p>			