



PO BOX 11 LURNEA NSW 2170
 PH: 1300 851 447
 EMAIL: info@poweraccess.com.au
 Fax: (02) 9725 5585
 ABN 24 130 593 743

Application for Credit Account

Company Legal Name:			
Trading As:			
Company, P'Ship or Sole Trader:			
Business Address:			
Postal Address:			
Nature of Business or Occupation:			
ABN:		ACN:	
Phone:		Fax:	
Mobile			
Email:			

General Information:			
Registered Address:			
Accounts Contact Name:			
Phone:		Fax:	
Email:			

Names of Directors, Partners or Individual Traders

Number of Directors:
 (Note: All must sign Below)

Name	Address	Phone
1.		
2.		
3.		

Three Current Credit References		
Name	Phone	Fax (compulsory)
1.		
2.		
3.		

Do you use Purchase Orders ? ()

Are these required to be noted on invoices? ()

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (overleaf) of Power Access Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed: _____
 (Proprietor / Partner / Director / Authorised Signatory) Circle One

Date: _____

Full Name: _____

Position: _____

Guarantors Details (if required):

Full Name: _____

Occupation: _____

Address: _____

Signature: _____

Personal/Directors Guarantee And Indemnity

IN CONSIDERATION of Power Access Pty Ltd and its successors and assigns ("the Seller")
at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to _____ ("the Buyer")

I/WE UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
- HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof)) incurred by or assessed against the Seller in connection with:
 - the supply of goods and/or services to the Buyer; or
 - the recovery of moneys owing to the Seller by the Buyer including the enforcement of this guarantee, and including but not limited to the Seller's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Buyer's obligations to the Seller, each guarantor shall be a principal debtor and liable to the Seller accordingly.
- If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the seller shall each be restored to the position in which they would have been had no such payment been made.
- This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the guarantor contained in this guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee but have either waived or declined to take independent legal advice. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.**
- The above information is to be used by the Seller for all purposes in connection with the Seller considering this guarantee and the subsequent enforcement of the same.
- I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this guarantee being actioned by the Seller.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

EXECUTED as a Deed this _____ day of _____ 20____

- Note:
- If the Buyer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).
 - If the Buyer is a club or incorporated society the guarantor(s) should be the president and secretary or other committee member.

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

Corporate Guarantee And Indemnity

IN CONSIDERATION of Power Access Pty Ltd and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

info@poweraccess.com.au

_____ ("the Buyer")

Limited "The Guarantor" UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
- HOLDS HARMLESS AND INDEMNIFIES** the Seller on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof)) incurred by or assessed against the Seller in connection with:
 - the supply of goods and/or services to the Buyer; or
 - the recovery of moneys owing to the Seller by the Buyer including the enforcement of this guarantee, and including but not limited to the Seller's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

THE GUARANTOR FURTHER ACKNOWLEDGES AND AGREES THAT:

- This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Buyer's obligations to the Seller, each guarantor shall be a principal debtor and liable to the Seller accordingly.
- If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the seller shall each be restored to the position in which they would have been had no such payment been made.
- This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the guarantor contained in this guarantee and Indemnity shall bind them jointly and severally.
- The Guarantor has been advised to obtain independent legal advice before executing this Guarantee but has either waived or declined to take independent legal advice. The Guarantor understands that it is liable for all amounts owing (both now and in the future) by the Buyer to the Seller.**
- The above information is to be used by the Seller for all purposes in connection with the Seller considering this guarantee and the subsequent enforcement of the same.
- The Guarantor makes the representations and warranties set out in the Schedule. Each of the representations and warranties made by the Guarantor will be deemed to be repeated by the Guarantor continuously whilst this Guarantee and Indemnity remains in effect by reference to the facts and circumstances then existing.
- The Guarantor irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. The Guarantor further irrevocably authorises the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this guarantee being actioned by the Seller.

GUARANTOR	
SIGNED BY THE TWO DIRECTORS: _____	
FULL NAME: _____	
ADDRESS: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	OCCUPATION: _____

EXECUTED as a Deed this _____ day of _____ 20____
If there is only one director, that directors signature must be witnessed.

SCHEDULE

- POWERS**
The Guarantor has the power to enter into, and exercise its rights and perform and comply with its obligations under, this Guarantee and Indemnity;
- Corporate Action, Authorisations and Consents**
Everything required to be done, including the taking of all necessary corporate action and the obtaining of all necessary consents, has been duly done in order to:
 - enable the Guarantor to lawfully enter into, exercise its rights and perform and comply with its obligations under, this Guarantee and Indemnity; and
 - ensure that those obligations are legal, valid, binding and enforceable in accordance with their respective terms; and
- Obligations Binding**
The obligations of the Guarantor under this guarantee and Indemnity are legal, valid, binding and enforceable in accordance with their respect terms

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

Power Access Pty Ltd – Terms & Conditions of Hire

<p>1. Definitions</p> <p>1.1 "Goods" shall mean Power Access Pty Ltd and its successors and assigns.</p> <p>1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.</p> <p>1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.</p> <p>1.4 "Goods" shall mean Goods supplied by the Company to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).</p> <p>1.5 "Services" shall mean all services supplied by the Company to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).</p> <p>1.6 "Hire Period" means the period between when the Goods are either collected for hire by the Customer from the Company or delivered by the company to the Customer.</p> <p>1.7 "Price" shall mean the cost of the Goods as agreed between the Company and the Customer subject to clause 4 of this contract.</p> <p>2. Acceptance</p> <p>2.1 Any instructions received by the Company from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Company shall constitute acceptance of the terms and conditions contained herein.</p> <p>2.2 Where more than one Customer has entered into this agreement, the Customer's shall be jointly and severally liable for all payments of the Price.</p> <p>2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Company.</p> <p>2.4 None of the Company's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Company in writing nor is the Company bound by any such unauthorised statements.</p> <p>2.5 The Customer undertakes to give the Company not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice).</p> <p>3. Goods</p> <p>3.1 The Goods are as described on the invoices, quotation, authority to hire or any other work commencement forms as provided by the Company to the Customer.</p> <p>4. Price And Payment</p> <p>4.1 At the Company's sole discretion the Price shall be either;</p> <p>(a) as indicated on invoices provided by the Company to the Customer in respect of Goods supplied; or</p> <p>(b) the Company's current Price, at the date of delivery of the Goods, according to the Company's current Price list; or</p> <p>(c) be the Company's quoted Price (subject to clause 4.2) which shall be binding upon the Company provided that the Customer shall accept in writing the Company's quotation within thirty (30) days.</p> <p>4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Company'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.</p> <p>4.3 At the Company's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.</p> <p>4.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.</p> <p>4.5 The Company may withhold delivery of the Goods until the Customer has paid for them, in which event payment shall be made before the delivery date.</p> <p>4.6 At the Company's sole discretion, payment for approved Customers shall be made by instalments in accordance with the Company's delivery/payment schedule.</p> <p>4.7 At the Company's sole discretion, payment for approved Customer's shall be due on thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices.</p> <p>4.8 Minimum hire charges will be those contained in the list of standard hire prices applying at the time of hire. Thereafter charges are calculated weekly, fractions of a week being on a daily basis.</p> <p>4.9 Hire rates include for fair wear and tear only and when goods are returned in a condition other than when received by the Customer a charge for cleaning, reconditioning, renewing or replacing will be made where considered necessary by the Company including damage done in the course of delivery and/or return. Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and the Company.</p> <p>4.11 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Company.</p> <p>5. Delivery Of Goods / Services</p> <p>5.1 Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Customer at the Company's address.</p> <p>5.2 The failure of the Company to deliver shall not entitle either party to treat this contract as repudiated.</p> <p>5.3 The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.</p> <p>6. Risk</p> <p>6.1 The Company retains property in the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.</p> <p>6.2 The Customer acknowledges that they are liable for any loss or damage to the Goods from the time of delivery until it is returned to or picked up by the Company.</p> <p>6.3 The Customer will insure, or self insure, the Company's interest in the Goods against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Goods. Further the Customer will not use the Goods nor permit it to be used in such a manner as would permit an insurer to decline any claim.</p> <p>6.4 The Customer will accept all responsibility for all damage to property and injury caused during the period of hire to the Customer, his servants, Owners or animals and shall hold the Company harmless in respect thereof.</p> <p>6.5 In respect of all claims whether for workers compensation or third party liability or otherwise the Customer shall comply with all statutes, regulations and industrial awards relating to the labour and effect all such insurances as may be necessary.</p> <p>6.6 The Customer shall keep the Company indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses.</p> <p>7. Customer's Disclaimer</p> <p>7.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Company and the Customer acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Company shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the</p>	<p>Manufacturer which warranty shall be personal to the Customer and shall not be transferable to any subsequent Customer.</p> <p>The Customer indemnifies the Company against the destruction or loss of the goods by any means or for any reason whatsoever, including lawful confiscation.</p> <p>8. Cancellation</p> <p>The Company may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Company shall not be liable for any loss or damage whatever arising from such cancellation.</p> <p>9. Warranty</p> <p>No Warranty is provided by the Company in respect of the condition of the Goods or its fitness for any particular purpose. The Customer shall indemnify and hold harmless the Company in respect of all claims arising out of use of the Goods.</p> <p>10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts</p> <p>Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.</p> <p>11. Customer's Responsibilities</p> <p>The Customer shall:</p> <p>(a) notify the Company immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Customer is not absolved from the requirements to safeguard the Goods by giving such notification.</p> <p>(b) satisfy itself at Commencement that the Goods is suitable for its purposes;</p> <p>(c) operate the Goods safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturers instruction whether supplied by the Company or posted on the Goods;</p> <p>(d) ensure that all persons operating or erecting the Goods are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are full licensed;</p> <p>(e) comply with all occupational health and safety laws relating to the Goods and its operation;</p> <p>The Customer shall be responsible for free access by the Company to the site that the Goods is located. If there are any delays due to free access not being available then the Customer shall be responsible and shall reimburse the Company for all lost hire fees associated with the Goods being unavailable. The Customer shall also be responsible for all other expenses and costs incurred by the Company due to delays in access to the Goods. The off-hire receipt will be issued when the Goods is picked up by the Company or returned to the Company's premises.</p> <p>The Customer shall not fix any of the Goods in such a manner as to make it legally a fixture forming part of any freehold.</p> <p>The Customer agrees to clean and stack the Goods in a position accessible for pick up by a vehicle after use. It is further agreed that the Customer will give a minimum of twenty-four (24) hours notice when the Goods is ready to be picked up.</p> <p>The date upon which the Customer advises of termination shall in all cases be treated as a full day's hire.</p> <p>Where goods are not returned to the Company or where the Company receives notice that the goods have been lost or where the Company receives notice that the goods have been lost or where after reasonable notice from the Company the Customer shall be unable to produce any goods such goods shall be treated as Lost Goods. The Company shall thereupon be entitled to invoice the Customer and the Customer shall pay a sum equal to the standard sale price at the date when such sum is invoiced. Until such sum is invoiced hire charges shall continue to accrue.</p> <p>Where Lost Goods are returned to the Company or recovered and taken back into use by the Customer the Customer shall be entitled to a credit equal to the sum debited in respect thereof under condition 11.6 hereof and the Company shall be entitled to debit the Customer with hire charges in respect thereof as if such goods had never been lost Goods but had throughout and continuously been in the possession and use of the customer.</p> <p>12. Default & Consequences Of Default</p> <p>Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.</p> <p>If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Company from and against all the Company's costs and disbursements including on a solicitor and own client basis and in addition all of the Company's nominees costs of collection.</p> <p>Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company exercised its rights under this clause.</p> <p>If any account remains unpaid at the end of the second month after supply of the Goods or Services an immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.</p> <p>In the event that:</p> <p>(a) any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to meet its payments as they fall due; or</p> <p>(b) 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</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;</p> <p>then without prejudice to the Company's other remedies at law</p> <p>(i) the Company shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and</p> <p>(ii) all amounts owing to the Company shall, whether or not due for payment, immediately become payable in addition to the interest payable under clause 12.1 hereof.</p> <p>13. Title</p> <p>The Goods is and will at all time remain the absolute property of the Company. If the Customer fails to return the Goods to the Company then the Company or the Company's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods is situated and take possession of the Goods, without being responsible for any damage thereby caused.</p> <p>The Customer is prohibited from creating any lien on the goods or pledging the credit of the Company.</p> <p>14. Security And Charge</p> <p>Despite anything to the contrary contained herein or any other rights which the Company may have howsoever:</p> <p>(a) Where the Customer and/or the Guarantor (if any) is the Company of land, realty or any other asset capable of being charged, both the Customer 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</p>	<p>asset to the Company or the Company's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Company (or the Company's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.</p> <p>(b) Should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis.</p> <p>(c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Company or the Company's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Company and/or the Company's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Company and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Company and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Company's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.</p> <p>15. Privacy Act 1988</p> <p>The Customer and/or the Guarantor agree for the Company to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Company.</p> <p>15.2 The Customer and/or the Guarantor/s agree that the Company may exchange information about Customer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:</p> <p>(a) To assess an application by Customer;</p> <p>(b) To notify other credit providers of a default by the Customer;</p> <p>(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</p> <p>(d) To assess the credit worthiness of Customer and/or Guarantor/s.</p> <p>15.3 The Customer consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).</p> <p>15.4 The Customer agrees that Personal Data provided may be used and retained by the Company for the following purposes and for other purposes as shall be agreed between the Customer and Company or required by law from time to time:</p> <p>(a) provision of Services & Goods;</p> <p>(b) marketing of Services and/or Goods by the Company, its agents or distributors in relation to the Services and Goods;</p> <p>(c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services/Goods;</p> <p>(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and</p> <p>(e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services and Goods.</p> <p>15.5 The Company may give, information about the Customer to a credit reporting agency for the following purposes:</p> <p>(a) to obtain a consumer credit report about the Customer; and or</p> <p>(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.</p> <p>16. Repairs / Return of Goods</p> <p>16.1 The Customer agrees that should any goods require maintenance and/or repair such maintenance and/or repair is to be effected only by the Company or their duly appointed representative. The Customer will be responsible for payment of all fees and charges as determined by the Company in relation to the maintenance and/ repair.</p> <p>16.2 When goods are returned to the Company by the Customer's transport, the goods return will be counted in the Company's yard and a delivery docket with an acknowledgement of delivery of the goods noted thereon will be issued to the Customer which shall be conclusive proof of the return of the quantities of goods listed thereon, but not of its condition at the time of return. If goods are collected by the Company they will be checked on site for quantity and upon arrival in the Company's yard such goods will be checked for both quantity and condition. In both cases the check in the Company's yard for quantity and condition will be the only legal proof of the quantity and condition of goods returned.</p> <p>16.3 In all cases the Customer shall be responsible for returning all goods to the Company.</p> <p>16.4 No returns will be accepted on weekends or public holidays or after 4.00pm Monday to Friday.</p> <p>16.5 Upon the expiration of the hire period (evidenced by the issue of an off hire number by the Company to the Customer) the Company will (in the absence of the Customer returning the goods to the Company) use its best endeavors to collect the goods from the Customer within two working days from the end of the hire period.</p> <p>16.6 The obligations of the Customer under this contract shall not cease upon notification by the Company to the Customer of an off hire number. The Customer acknowledges that the rights of the Company herein shall continue until such time as the Company is satisfied with that the provisions of clause 16.2 hereof have been complied with.</p> <p>16. General</p> <p>16.1 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.</p> <p>16.2 All Goods supplied by the Company are subject to the laws of Queensland and the Company takes no responsibility for changes in the law which affect the Goods supplied.</p> <p>16.3 The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these terms and conditions.</p> <p>16.4 In the event of any breach of this contract by the Company the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Goods.</p> <p>16.5 The Customer shall not set off against the Price amounts due from the Company.</p> <p>16.6 The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent.</p> <p>16.7 The Company reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Company notifies the Customer of such change.</p> <p>16.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.</p>
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