

## 1. Definitions

- 1.1 "AusStyle Roofing" means AusStyle Roofing Pty Ltd and AusStyle Asbestos & Safety Services Pty Ltd.
- 1.2 "Client" means the person/s ordering the Works as specified in the Scope of Work, invoice, document or order.
- 1.3 "GST" means goods and services tax.
- 1.4 "Materials", "Works" or both means all works and/or materials agreed to be supplied by AusStyle Roofing as set out in the Proposal.
- 1.5 "Price" means the price payable for the Works and/or Materials.
- 1.6 "Proposal" means the Scope of Work, any written or verbal agreed arrangement.

## 2. Acceptance

- 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 any Works. For avoidance of doubt, it is not necessary for the contract to be signed unless AusStyle Roofing insists on it. You are bound by these terms if you continue to act in a way that is consistent with the arrangement and discussions you have had with us in relation to the Proposal and we have incurred time and expense in procuring Materials or commenced any part of the Works for you in accordance with the Proposal as discussed and approved by you.
- 2.2 The Client is responsible for selecting the Materials the Client wishes to be supplied with by AusStyle Roofing. If the Client has any specific concerns about how the Materials fade, deteriorate, weather or age, the Client must not accept the Proposal without bringing their concerns to AusStyle Roofing. Otherwise the Client takes on the risk of selecting Materials on an uninformed basis for which AusStyle Roofing has no liability whatsoever.
- 2.3 These terms and conditions may only be amended with AusStyle Roofing's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and AusStyle Roofing.

## 3. Cancellations and Variations

- 3.1 AusStyle Roofing may cancel any contract to which these terms and conditions apply of cancel delivery of Works at any time before the Works are commenced by giving written notice to the Client. On giving such notice AusStyle Roofing shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to AusStyle Roofing for Works already performed. The AusStyle Roofing shall not be liable for any loss of damage whatsoever arising from such cancellation
- 3.2 In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by AusStyle Roofing as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 3.3 Cancellation of orders for products made to the Client's specifications, or for non-stockist list items, will definitely not be accepted once products has commenced, or an order has been placed.
- 3.4 These terms and conditions will prevail to the extent of any inconsistency with any other document or agreement between the Client and AusStyle Roofing in relation to the Works.

## 4. Price and Payment

- 4.1 Prices in the Proposal are based on rates and costs as at the date of the Proposal and for a period of thirty (30) days after.
- 4.2 AusStyle Roofing reserves the right to increase the Price and the Client must pay the increases to the Price as notified by AusStyle Roofing:
  - (a) if a variation to the Materials which are to be supplied is requested; or
  - (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested by the Client; or
  - (c) where additional Works or alterations are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to termite damage, rotten timber, mould, asbestos, re-framing of the roof members, structural works being required, hidden pipes and the like) which are only discovered after commencement of the Works or non-standard construction or the existence of any sub-standard timber or other materials; or
  - (d) in the event of increases to the cost of labour, materials and/or overheads which are beyond AusStyle Roofing's control (including, but not limited to, inclement or extreme weather conditions or project delays relating to the acts or omissions of the Client's employees, agents or AusStyle Roofings); or
  - (e) where AusStyle Roofing is requested by the Client to perform any of the Works outside AusStyle Roofing's normal working hours or at times when AusStyle Roofing must pay labour rates in excess of ordinary time rates or AusStyle Roofing's standard rate of remuneration or reimbursement to AusStyle Roofing's employees or AusStyle Roofings.
- 4.3 At AusStyle Roofing's sole discretion a non-refundable deposit of up to ten percent (10%) may be required at time of Proposal acceptance.
- 4.4 No allowance has been made in the Price for the deduction of retentions. In the event that retentions are made, AusStyle Roofing reserves the right to treat all retentions as placing the Client's account into default.
- 4.5 Time for payment for the Works is of the essence and must be strictly made in accordance with the due dates given in the Proposal, which may be:
  - i. By way of progress payments in accordance with the AusStyle Roofing's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed; or
  - ii. Seven (7) days following the invoice date; or
  - iii. The date specified on any invoice or other form as being the date for payment.
- 4.6 Payment may be made by cash, electronic/on-line banking or by any other method as agreed in writing between the Client and AusStyle Roofing.
- 4.7 Unless otherwise stated, the Price does not include GST. In addition to the Price the Client must pay to AusStyle Roofing an amount equal to any GST payable by AusStyle Roofing in relation to the supply of the Works and/or Materials. 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.

## 5. Accuracy of Client's Plans and Measurements

- 5.1 AusStyle Roofing 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 the information provided by the Client is inaccurate, the AusStyle Roofing accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 5.2 In the event the Client gives information relating to measurements and quantities of the Materials required to complete the Works, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or AusStyle Roofing places an order based on these measurements and quantities. The AusStyle Roofing accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.
- 5.3 The Client must not rely on any statements or representations made by AusStyle Roofing's officers, employees, agents or AusStyle Roofings in relation to the Materials or the Works unless it has been provided to the Client in the form of a written report which AusStyle Roofing has agreed for the Client to rely on for a specific purpose, which can be provided at additional cost.

## 6. Delivery

- 6.1 Delivery of the Materials shall be deemed to have taken place immediately at the time that either:
  - i. The Client or the Client's nominated carrier takes possession of the Materials at AusStyle Roofing's address; or
  - ii. The Materials are delivered by AusStyle Roofing or AusStyle Roofing's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).
- 6.2 Subject to clause 6.3 and 6.4 it is AusStyle Roofing's responsibility to ensure that the Works start as soon as it is reasonably possible.
- 6.3 It is the Client's responsibility to make the site available and ready for commencement of the Works and give access to AusStyle Roofing on the agreed date and time. If installation is interrupted by the failure of the Client to adhere to the installation schedule as agreed between AusStyle Roofing and the Client in the Proposal, the Client must pay any additional costs as an extra cost to the Price.
- 6.4 The Works commencement date will be delayed and/or the completion date extended by whatever time is reasonable in the event that AusStyle Roofing gives the Client written notice that completion is likely to be delayed by reason of an event beyond AusStyle Roofing's control, including inclement weather delay, as well as but not limited to:
  - (a) any failure by the Client to:
    - (i) adhere to the agreed work schedule. In which case: the Client is not entitled to delay making payment of any claim for payment made by AusStyle Roofing for any Materials provided, or Works performed, up to the date of the claim by AusStyle Roofing, and
    - (ii) AusStyle Roofing may charge the Client and the Client must pay any additional costs in material, labour and overheads incurred by AusStyle Roofing as a result of the delay together with a reasonable allowance for profit margins
    - (iii) make a selection of the Materials within the time frame requested by AusStyle Roofing; or
    - (iv) have the site ready for the Works; or
    - (v) notify AusStyle Roofing that the site is ready.
- 6.5 AusStyle Roofing may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.6 If the Client requests that AusStyle Roofing cease or defer any Works prior to completion (including any instalment of the Works), then AusStyle Roofing will immediately stop the Works and handover the relevant instalment of the Works to the Client (or the Client's representative) on site as per clause and the Client must pay for the part completion of the instalment as invoiced by AusStyle Roofing.
- 6.7 Any time of date given by AusStyle Roofing to the Client is an estimate only. AusStyle Roofing will not be liable for any loss or damage whatsoever due to failure by AusStyle Roofing to deliver the Works (or any part of them) promptly or at all, where failure arises out of or in connection with circumstances beyond the reasonable control of AusStyle Roofing or due to the act or omission of the Client.

## 7. Surplus Materials

Unless otherwise agreed in writing by the parties the Client acknowledges that Materials that AusStyle Roofing brings to the site which are surplus to the Works remain the property of AusStyle Roofing which will be removed by AusStyle Roofing. The Client is otherwise responsible for the removal of all debris on the site including demolished roof materials or at AusStyle Roofing discretion.

## 8. Risk

- 8.1 AusStyle Roofing may provide notification to the Client of the intention to store Materials and/or equipment and tools onsite, to which the Client will be responsible for allocating a suitable area for storage and taking all reasonable precautions to ensure the Materials and/or equipment and tools are safe and secure. In the event that any Materials and/or equipment and tools are lost, damaged or destroyed, then replacement of the Materials and/or equipment and tools will be at the Client's cost and expense.
- 8.2 Risk of damage to or loss of the Materials passes to the Client on Delivery and the Client must insure the Materials on or before Delivery. If any of the Materials are damaged or destroyed following delivery but prior to ownership passing to the Client, AusStyle Roofing is entitled to receive all insurance proceeds payable for the Materials. The production of these terms and conditions by AusStyle Roofing is sufficient evidence of AusStyle Roofing's rights to receive the insurance proceeds without the need for any person dealing with AusStyle Roofing to make further enquiries.
- 8.3 Notwithstanding the provisions of clause 8.1 and 8.2 if the Client specifically requests AusStyle Roofing to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense.
- 8.4 Where the Client has supplied materials for AusStyle Roofing to complete the Works, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. AusStyle Roofing shall not be responsible for any defects in the Works, any loss or damage to the Materials (or any part thereof), howsoever arising from the use of materials supplied by the Client.
- 8.5 The Client acknowledges that AusStyle Roofing is only responsible for parts that are replaced by AusStyle Roofing and that in the event that other parts/Materials subsequently fail, the Client agrees to indemnify the AusStyle Roofing against any loss or damage to the Materials, or caused by the Materials, or any part thereof howsoever arising.
- 8.6 The Client acknowledges that Materials supplied may:
  - (a) Exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, oil canning, occlusions, lines, indentations and may fade or change colour over time; and
  - (b) Expand, contract or distort as a result of exposure to heat, cold, weather; and
  - (c) Mark or stain if exposed to certain substance; and
  - (d) Be damaged or disfigured by impact or scratching.
- 8.7 Any advice, recommendation, information, assistance or service provided by AusStyle Roofing in relation to Materials or Works supplied is given in good faith, is based on AusStyle Roofing own knowledge and experience and shall be accepted without liability on the part of AusStyle Roofing, and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Materials or Works.

## 9. Title

- 9.1 AusStyle Roofing and the Client agree that ownership of the Materials will not pass until:
  - (a) the Client has paid AusStyle Roofing all amounts owing to AusStyle Roofing, and
  - (b) the Client has met all of its other obligations to AusStyle Roofing.
- 9.2 The Client further agrees:
  - (a) until ownership of the Materials passes to the Client in accordance with clause that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to AusStyle Roofing on request
  - (b) the Client holds the benefit of the Client's insurance of the Materials on trust for AusStyle Roofing and must pay to AusStyle Roofing the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed

- (c) the production of these terms and conditions by AusStyle Roofing will be sufficient evidence of AusStyle Roofing's right to receive the insurance proceeds direct from the insurer without the need for any person dealing with AusStyle Roofing to make further enquiries
- (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for AusStyle Roofing and must pay or deliver the proceeds to AusStyle Roofing on demand
- (e) the Client must not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of AusStyle Roofing and must sell, dispose of or return the resulting product to AusStyle Roofing as it so directs
- (f) unless the Materials have become fixtures the Client irrevocably authorises AusStyle Roofing to enter any premises where AusStyle Roofing believes the Materials are kept and recover possession of the Materials
- (g) AusStyle Roofing may recover possession of any Materials in transit whether or not delivery has occurred
- (h) the Client will not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of AusStyle Roofing, and
- (i) AusStyle Roofing may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.
- 10. Personal Property Securities Act 2009 (Cth) (PPSA)**
- 10.1 In this clause financing statement, financing change statement, security agreement and security interest has the meaning given to it by the PPSA.
- 10.2 The Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials that have previously been supplied and that will be supplied in the future by AusStyle Roofing to the Client.
- 10.3 The Client undertakes to:
- 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 AusStyle Roofing may reasonably require to:
    - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register
    - register any other document required to be registered by the PPSA, or
    - correct a defect in a statement referred to in clause or
  - indemnify, and upon demand reimburse, AusStyle Roofing for all costs and expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby
  - not register a financing change statement in respect of a security interest without the prior written consent of AusStyle Roofing
  - not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials in favour of a third party without the prior written consent of AusStyle Roofing, and
  - where applicable, immediately advise AusStyle Roofing of any material change in its business practices of selling the Materials which may result in a change in the nature of proceeds derived from such sales.
- 10.4 AusStyle Roofing is not obliged to give the Client any notice, document or information under the PPSA unless the provision of the notice, document or information is required by the PPSA and cannot be excluded. The Client consents to waive any right it may have to receive such notice, copy of document or information.
- 10.5 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.
- 11. Warranty**
- 11.1 Subject to clauses, AusStyle Roofing warrants that the Works will be completed in accordance with the specifications of the manufacturer of the Materials, applicable Australian building standards and the plans and specifications in those plans or in the absence of plans, the requirements of the builder.
- 11.2 Subject to clauses, AusStyle Roofing warrants only the workmanship component of the Works for new\* Residential Building Work for a period of six (6) years and 12 months for Commercial Building Work and repairs\*\* from the date of completion of the Works as evidenced in writing by the warranty certificate provided by AusStyle Roofing, if requested by the Client.
- 11.3 The Client may not make a claim against AusStyle Roofing if:
- the Client owes any money to AusStyle Roofing in respect of the Works and/or Materials at the date of the claim
  - the Client (whether by itself or through a third party) has modified, altered, removed or added to any part of the Works and/or Materials – i.e. the warranty is void
  - AusStyle Roofing does not receive notice in writing from the Client within five (5) days of the Client becoming aware or ought reasonably be aware of the possibility of there being a warranty claim
  - the Client has not allowed AusStyle Roofing a reasonable opportunity to inspect and assess the alleged condition, defect or damage
  - the claim arises out of or is connected with fair or normal wear and tear
  - the claim arises out of or is connected with incorrect, inaccurate or negligent information, advice or building works provided by the Client or its agents, AusStyle Roofings or advisers including but not limited to defective plans, poor or negligent design, sub-standard building works supporting the roof structure or support
  - the claim arises out of or is connected with any act or omission of AusStyle Roofing's employees or AusStyle Roofings where the act or omission has been carried out pursuant to instructions given by the employees, agents or AusStyle Roofings of the Client
  - the claim arises out of or is connected with water leaks or damage to roofs with lower than four (4) degree pitch
  - the claim arises out of or is connected with water leaks or damage to roofs for reasons other than poor workmanship
  - the Client has not maintained the Works and/or Materials in accordance with any maintenance guidelines recommended by or manual provided (if requested by the Client) by AusStyle Roofing, or
  - the claim arises out of or is connected with extreme weather conditions such as flood, fire, cyclone, heavy storm or lightning or consequential causes or associated conditions such as broken tree branches or trees or flying objects or debris.
- 11.4 To the extent permitted by law, AusStyle Roofing does not provide any warranty with respect to the Materials. Any warranty card or certificate given by AusStyle Roofing in respect of the Materials is given on behalf of the manufacturer of the Materials. All warranty claims in respect of the Materials (including Oil Canning) must be submitted directly to the manufacturer except where AusStyle Roofing has agreed in writing to process any such warranty claims on behalf of the manufacturer.
- 12. Liability**
- 12.1 The Client must inspect all Materials on delivery or the Works on completion of the Works and must within seven (7) days of delivery or completion (as applicable) notify AusStyle Roofing in writing of any defect or damage, shortage in quantity or failure to comply with the description or Proposal. Upon such notification the Client must allow AusStyle Roofing to inspect the alleged defect or damage.
- 12.2 The Client acknowledges that Materials supplied may exhibit variations in shade, colour, surface and finish, and may fade or change colour over time. AusStyle Roofing will make every effort to match batches of product supplied, or sale samples and the final product supplied, in order to minimise such variations but will not be liable for any loss, damages or costs howsoever arising where such variations occur. The Client also acknowledges that Materials will weather and deteriorate as part of a natural process of wear and tear. This includes flat roofs that may develop waves in them. The process of wear and tear occur at different rates depending on the environment of each building. AusStyle Roofing is not liable whatsoever for wear and tear that is considered normal having regard to the environment.
- 12.3 Under applicable State, Territory and Commonwealth Law (including, without limitation the Competition and Consumer Act 2010 (Cth) (CCA)), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
- 12.4 AusStyle Roofing acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 12.5 Except as expressly set out in these terms and conditions and the Non-Excluded Guarantees, AusStyle Roofing makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Materials and/or Works and AusStyle Roofing's liability in respect of the supply of the Materials and/or Works is excluded to the fullest extent permitted by law.
- 12.6 If the Client is a consumer within the meaning of the CCA, to the extent permitted by law AusStyle Roofing's liability is limited to, at the discretion of AusStyle Roofing:
- in relation to the Materials:
    - repair or replacement of the Materials or equivalent materials
    - pay the cost of repair or replacement of the Materials or equivalent materials, or
    - refund any money paid by the Client for the Materials, and/or
  - in relation to the Works, supply of the Works again or payment of the cost of having the Works supplied again or refund any money paid by the Client for the Works but only to the extent the refund takes into account the value of the Works and Materials provided to the Client which were not defective.
- 12.7 If the Client is not a consumer within the meaning of the CCA, AusStyle Roofing's liability for any defect or damage in the Materials is limited to, at the discretion of AusStyle Roofing:
- the value of any express warranty or warranty card provided to the Client by AusStyle Roofing, or
  - any warranty to which AusStyle Roofing is entitled to claim against the manufacturer, if AusStyle Roofing did not manufacture the Materials.
- 12.8 To the extent AusStyle Roofing is unable to exclude its liability and to the extent permitted by law:
- AusStyle Roofing will not be liable for any indirect and/or consequential loss and/or expense (including loss of profit) suffered or incurred by the Client, and
  - AusStyle Roofing's aggregate liability for all claims under these terms and conditions will be limited to the Price of the Works and/or Materials paid by the Client.
- 12.9 AusStyle Roofing reserves the right to charge a call out fee at the rate of \$100 per hour plus GST per person calculated from base to base in relation to any call outs by the Client for AusStyle Roofing to inspect the Works and/or Materials in relation to a claim for defective Materials or breach of warranty if upon investigation by AusStyle Roofing, AusStyle Roofing denies the claim.
- 13. Returns**
- 13.1 The Client is responsible for the selection of the Materials. Under no circumstances will AusStyle Roofing accept the return or replacement of the Materials selected by the Client or be liable for the selection made by the Client.
- 13.2 Returns of defective Materials will only be accepted if:
- the Client has complied with the provisions of clause 12.1
  - AusStyle Roofing has agreed that the Materials are defective
  - the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant), and
  - the Materials are returned in as close a condition to that in which they were delivered as is possible and in saleable condition.
- 13.3 AusStyle Roofing may in its absolute discretion accept non-defective Materials for return, in which case AusStyle Roofing may require the Client to pay handling fee of up to thirty percent (30%) of the value of the returned Materials plus any freight costs, which the parties agree is a reasonable and genuine pre-estimate of the loss likely to be suffered or incurred by AusStyle Roofing in relation to the return of the Materials.
- 13.4 Materials made to special order, Client specification or non-catalogue items are under no circumstances acceptable for credit or return.
- 14. Intellectual Property**
- 14.1 Where AusStyle Roofing has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products will remain vested in AusStyle Roofing and will only be used by the Client at AusStyle Roofing's discretion.
- 14.2 The Client warrants that all designs, specifications or instructions given to AusStyle Roofing will not cause AusStyle Roofing to infringe any patent, registered design, trademark or intellectual property rights of a third party in the execution of the Client's order and the Client agrees to indemnify AusStyle Roofing against any action taken against AusStyle Roofing in respect of any such infringement.
- 14.3 The Client agrees that AusStyle Roofing may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which AusStyle Roofing has created for the Client.
- 15. Default and Consequences of Default**
- 15.1 Interest on overdue invoices will accrue daily from the date when payment becomes due, until the date of payment, equal to ATO General Interest Charge (GIC) per calendar day (and at AusStyle Roofing's sole discretion such interest will compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Client owes AusStyle Roofing any money the Client will indemnify AusStyle Roofing from and against all costs and disbursements incurred by AusStyle Roofing in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, AusStyle Roofing's contract default fees, and bank dishonour fees).
- 15.3 Without prejudice to any other remedies AusStyle Roofing may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions AusStyle Roofing may suspend or terminate the supply of Works and/or Materials to the Client. AusStyle Roofing will not be liable to the Client for any loss or damage the Client suffers because AusStyle Roofing has exercised its rights under this clause.

\* New work is defined as: An entire roof is installed or replaced.

\*\* Repairs are defined as: Any works carried out to resolve a specific problem with a roof or guttering system.

Maintenance and replacing components of a roof (including but not limited to flashing, existing box gutter and components). Note any work completed is to existing structure. No structural modifications will be made unless it is part of the contract.

- 15.4 Without prejudice to AusStyle Roofing's other remedies at law AusStyle Roofing will be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to AusStyle Roofing will, whether or not due for payment, become immediately payable if:
- any money payable to AusStyle Roofing becomes overdue, or in AusStyle Roofing's opinion the Client will be unable to make a payment when it falls due
  - the Client becomes insolvent or bankrupt, 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
  - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 16. Privacy**
- 16.1 The Client agrees for AusStyle Roofing to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by AusStyle Roofing.
- 16.2 The Client agrees that AusStyle Roofing may exchange information about the Client with other 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:
- to assess the creditworthiness of the Client
  - to notify other credit providers of a default by the Client, and/or
  - to exchange information with other credit providers as to the status of the Client's credit account, where the Client is in default with other credit providers. 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 (Cth) (the Privacy Act).
- 16.3 The Client agrees that personal credit information provided may be used and retained by AusStyle Roofing for the following purposes (and for other purposes as agreed between the Client and AusStyle Roofing or required by law from time to time):
- the provision of Works and/or Materials
  - the marketing of Works and/or Materials by AusStyle Roofing, its agents or distributors
  - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works and/or Materials
  - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client, and/or
  - enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Works and/or Materials.
- 16.4 AusStyle Roofing may give information about the Client to a credit reporting agency for the purpose of obtaining a consumer credit report about the Client.

**17. Compliance with Laws**

- 17.1 Both the Client and AusStyle Roofing agree that they will at all times ensure that they comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including occupational health and safety laws relating to building/ construction sites, and any other relevant safety standards or legislation. Should either party fail to comply with this clause causes the other party to incur costs, then such costs will be the responsibility of the party in breach.
- 17.2 The Client is responsible for and must obtain (at the cost and expense of the Client) all licences and approvals that may be required for the Works.
- 17.3 At AusStyle Roofing's sole discretion, if there are any disputes or claims for unpaid Works and/or then the provisions of the Building and Construction Industry Security of Payments Act 1999 (NSW) (the Act) may apply.
- 17.4 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Act, except to the extent permitted by the Act where applicable.
- 18. General**
- 18.1 The failure by AusStyle Roofing to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor will it affect AusStyle Roofing's right to subsequently enforce that provision. If any provision of these terms and conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 18.2 The rule of interpretation which sometimes requires that an agreement be interpreted to the disadvantage of the party which put the agreement forward, does not apply.
- 18.3 The Client will not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by AusStyle Roofing nor to withhold payment of any invoice because part of that invoice is in dispute.
- 18.4 AusStyle Roofing may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 18.5 The Client agrees that AusStyle Roofing may amend these terms and conditions at any time. If AusStyle Roofing makes a change to these terms and conditions, then that change will take effect from the date on which AusStyle Roofing notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for AusStyle Roofing to provide any Works and/or Materials to the Client.
- 18.6 Neither party is 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.
- 18.7 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
- 18.8 These terms and conditions and any contract to which they apply will be governed by the laws of New South Wales.



ABN: 13 612 322 942

LIC: 351396C



ABN: 69 640 405 947

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