

General Terms and Conditions of Trade

1. Goods

- 1.1 The Goods (including any incidental supply of services) shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by the Contractor (The Fawcett Group) to the Client.

2. Access

- 2.1 The Client shall ensure that the Contractor has clear and free access to the work site at all times to enable them to undertake the works. The Contractor shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Contractor.

3. Underground Locations

- 3.1 Prior to the Contractor commencing any work the Client must advise the Contractor of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

- 3.2 Whilst the Contractor will take all care to avoid damage to any underground services the Client agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 3.1.

4. Price and Payment

- 4.1 The Price shall be as indicated on invoices provided by the Contractor to the Client in respect of the Goods supplied.
- 4.2 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 will be due seven (7) days following the date of the invoice.
- 4.3 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 Contractor.

5. Default & Consequences of Default

- 5.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 5.2 If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).

6. Title

- 6.1 It is the intention of the Contractor and agreed by the Client that:
- the ownership of Goods shall not pass until the Client has paid the Contractor all amounts owing to the Contractor; and
 - the Client has met all of its other obligations to the Contractor; and
 - the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand.

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

- 7.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

- 7.2 Upon assenting to these terms and conditions in writing 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 Goods that have previously been supplied and that will be supplied in the future by the Contractor to the Client.

- 7.3 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 the Contractor 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 7.3(a)(i) or 7.3(a)(ii);
- indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing

- change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;
- not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Contractor;
- immediately advise the Contractor 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.

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

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

- 7.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

- 7.7 Unless otherwise agreed to in writing by the Contractor, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

- 7.8 The Client must unconditionally ratify any actions taken by the Contractor under clauses 7.3 to 7.5.

- 7.9 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 the PPSA.

8. Privacy Act 1988

- 8.1 The Client agrees for the Contractor to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Contractor.

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

- to assess an application by Client; and/or
- 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 this credit account, where the Client is in default with other credit providers; and/or
- to assess the creditworthiness of Client.

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

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

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

- provision of Goods; and/or
- marketing of Goods by the Contractor, its agents or distributors in relation to the Goods; and/or
- analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- processing of any payment instructions, direct debit facilities and/or credit facilities requested by 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 Goods.

- 8.5 The Contractor may give information about the Client to a credit reporting agency for the following purposes:

- to obtain a consumer credit report about the Client;
- allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

- 8.6 The information given to the credit reporting agency may include:

- personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- details concerning the Client's application for credit or commercial credit and the amount requested;
- advice that the Contractor is a current credit provider to the Client;
- advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of the Contractor, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
- advice that cheques drawn by the Client have been dishonoured more than once;
- that credit provided to the Client by the Contractor has been paid or otherwise discharged.