



CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Hire overleaf or attached.

Client's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Full or Legal Name:			
Trading Name (if different from above):			
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:			
Phone No:	Fax No:	Mobile No:	
Personal Details: <i>(please complete if you are an Individual)</i>			
D.O.B.:		Driver's Licence No.:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>			
ABN:	ACN:	Date Established <i>(current owners)</i> :	
Nature of Business:			
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required: \$	
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :			
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>			
(1) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No.:	Phone No.:	Mobile No.:	
(2) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No.:	Phone No.:	Mobile No.:	
Account Terms: <input type="checkbox"/> 30 Days <input type="checkbox"/> COD <input type="checkbox"/> Other:			
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:			
Accounts Contact:		Phone No.:	
Bank and Branch:		Account No.:	
Trade References: <i>(please provide companies that are willing to do trade references)</i>			
Name:	Address:	Phone / Fax / Email:	
1.			
2.			
3.			

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF HIRE (overleaf or attached) of Coffs City Cranes Pty Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Policy clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

SIGNED (CLIENT): _____ **SIGNED (CCC):** _____
 Name: _____ Name: _____
 Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:
 Signed: _____ Name: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Coffs City Cranes Pty Limited and its successors and assigns ("CCC") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply equipment and/or services to

("the Client") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to CCC of all monies which are now owing to CCC by the Client and all further sums of money from time to time owing to CCC by the Client in respect of equipment and services supplied or to be supplied by CCC to the Client or any other liability of the Client to CCC, and the due observance and performance by the Client of all its obligations contained or implied in any contract with CCC, including but not limited to the Terms & Conditions of Hire signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to CCC the Guarantor will immediately on demand pay the relevant amount to CCC. In consideration of CCC agreeing to supply the equipment to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to CCC registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints CCC and each director of CCC as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which CCC may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** CCC on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, CCC in connection with:
 - (a) the supply of equipment and/or services to the Client; or
 - (b) the recovery of monies owing to CCC by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to CCC's nominees contract default fee and legal costs; or
 - (c) monies paid by CCC with the Client's consent in settlement of a dispute that arises or results from a dispute between, CCC, the Client, and a third party or any combination thereof, over the supply of equipment and/or services by CCC to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. I/We have received, read and understood CCC's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
4. 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 monies owing to CCC by the Client and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on CCC's part (whether in respect of the Client 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 Client's obligations to CCC, each Guarantor shall be a principal debtor and liable to CCC accordingly.
6. If any payment received or recovered by CCC is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and CCC shall each be restored to the position in which they would have been had no such payment been made.
7. 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 all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to CCC.
9. I/we irrevocably authorise CCC to obtain from any person or company any information which CCC may require for credit reference purposes. I/We further irrevocably authorise CCC 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 CCC as a result of this Guarantee and Indemnity being actioned by CCC.
10. The above information is to be used by CCC for all purposes in connection with CCC considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1	
SIGNED: _____	
FULL NAME: _____	
HOME ADDRESS: _____	
DATE OF BIRTH: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	
OCCUPATION: _____	
PRESENT ADDRESS: _____	
EXECUTED as a Deed this day of 20____	

GUARANTOR-2	
SIGNED: _____	
FULL NAME: _____	
HOME ADDRESS: _____	
DATE OF BIRTH: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	
OCCUPATION: _____	
PRESENT ADDRESS: _____	
EXECUTED as a Deed this day of 20____	

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Client 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

Coffs City Cranes Pty Limited - Terms and Conditions of Hire

- Definitions**
 - "Contract"** means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
 - "CCC"** means Coffs City Cranes Pty Limited, its successors and assigns or any person acting on behalf of and with the authority of Coffs City Cranes Pty Limited.
 - "Client"** means the person(s), entities or any person acting on behalf of and with the authority of the Client requesting CCC to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and
 - if there is more than one Client, is a reference to each Client jointly and severally, and
 - if the Client is a partnership, it shall bind each partner jointly and severally, and
 - if the Client is a part of a trust, shall be bound in their capacity as a trustee, and
 - includes the Client's executors, administrators, successors and permitted assigns.
 - "Equipment"** means all Equipment (including any accessories) supplied on hire by CCC to the Client (and where the context so permits shall include any incidental supply of Services). The Equipment shall be as described on the invoice, quotation, authority to hire, or any other work authorisation forms as provided by CCC to the Client.
 - "Minimum Hire Period"** means the Minimum Hire Period, as specified in this Contract, and calculated at the appropriate hourly rate plus travel unless otherwise specified by CCC prior to commencement of the Hire Period.
 - "Hire Period"** means the term of the hire of the Equipment as specified on the invoice, quotation, authority to hire, or any other work authorisation forms as provided and which may include weekends and/or public holidays, and continues until the supply of the Services is completed or the Hire Contract is terminated in accordance with these terms and conditions of such further period as agreed by the parties in writing.
 - "Dry Hire"** means that the Equipment is supplied by CCC without an operator.
 - "Wet Hire"** means that the Equipment is supplied by CCC with an operator who shall at all times remain an employee or representative of CCC.
 - "Site"** means the location at which the Equipment is to be operated.
 - "Goods"** means any cargo together with any container, packaging, pallet(s), crates, cases and contents thereof of whatever kind to be handled, lifted and/or carried by CCC for the Client.
 - "PPSA"** means the Personal Property Securities Act 2009 (Cth) and associated regulations, as amended from time to time.
 - "PPSR"** means the Personal Property Securities Register established under the PPSA.
 - "Business Day"** means Monday to Friday 7:00am - 3:30pm for normal business to be conducted, excluding a Saturday, Sunday or public holiday. Outside of those trading hours will be subject to overtime rates (normal hourly rate plus overtime rate) or penal rates (Public Holiday - double time and a half).
 - "Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Client information (including but not limited to, "Personal Information" such as name, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details.
 - "Charges"** means the cost of the hire (plus any GST where applicable) of the Equipment as agreed between CCC and the Client subject to clause 5 of this Contract.
 - "GST"** means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).
 - Acceptance**
 - The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by this Contract if the Client places an order for Equipment, or accepts Delivery.
 - Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
 - In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
 - This Contract constitutes the entire Contract between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Contract.
 - None of the Equipment shall be sublet or cross-hired by the Client. The Client shall not assign or transfer their interest in this Contract or part with possession of all or any portion of the Equipment without the prior written consent of CCC, which consent may be arbitrarily withheld.
 - Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (NSW), the Electronic Transactions (Victoria) Act 2000, section 14 of the Electronic Transactions (Queensland) Act 2001, (wherever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.
 - These terms and conditions may be read in conjunction with CCC's Dry and/or Wet Hire Forms, and
 - where the context so permits, the term 'Services' shall include any supply of Equipment, as defined therein, and
 - if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
 - Errors and Omissions**
 - The Client acknowledges and accepts that CCC shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s)
 - resulting from an inadvertent mistake made by CCC in the formation and/or administration of this Contract, and/or
 - contained in/omitted from any literature (hard copy and/or electronic) supplied by CCC in respect of the Services.
 - In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of CCC, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.
 - Change in Control**
 - The Client shall give CCC 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 in the Client's name, address and contact phone or fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by CCC as a result of the Client's failure to comply with this clause.
 - Charges and Payment**
 - The Client shall pay the Charges to CCC for the duration of the Hire Period, which (at CCC's sole discretion) shall be either
 - as indicated on invoices provided by CCC to the Client in respect of Equipment supplied on hire,
 - CCC's current Charges as at the date of delivery, according to CCC's current price list rates (rates are subject to change upon written notice to the Client and shall take effect from the date of notice and shall be,
 - calculated on a Business Day of eight (8) hours per day (from 7:00am to 3:30pm, allowing a thirty (30) minute lunch break), and
 - where overtime is worked, should there be insufficient time to permit a ten (10) hour break prior to commencement of work at 7:00am the following day, then penalty rates will apply to all work completed on the following day; and
 - night shift Charges are applicable from 6:00pm to 6:00am and shall be based on a six (6) hour shift minimum plus overtime penalty for all hours worked; or
 - CCC's quoted Charges (subject to clauses 5.2), which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. For long term hire Charges quoted will remain fixed for an initial period of twelve (12) months from the date of this Contract and will then be subject to revision on the basis of Site agreements, industry awards and movement in the Consumer Price Index (CPI) (i.e. running costs).
 - CCC reserves the right to vary the Charges, in the event that
 - a variation to CCC's quotation is requested, (including, but not limited to, inclement weather, limitations to Site access, time/noise limitations, traffic control, local government/council permits required, dual lifts are required, pile driving safety considerations, availability of machinery, obscured Site defects, prerequisite work by any third party not being completed, hard rock barriers below the surface, iron reinforcing rods in concrete, latent soil conditions, or hidden or unidentified underground locations, etc.); or
 - where CCC is required to mobilisation and demobilisation. Equipment when CCC is required to transport the Equipment to and from CCC's depot, unless otherwise agreed; or
 - slow cranes over fifty (50) tonnes and over may be subject to additional Charges due to road travel routes, time curfews and specialised personnel required (slow cranes over ninety (90) tonnes will require two (2) qualified high risk dogman/lifters); or
 - where Equipment is used outside CCC's standard working hours (as specified in clause 5.1(b)(i) above) or on a weekend or public holiday "Excess" is more than eight (8) hours per calendar day; or
 - rates in respect of CCC's personnel are subject to additional Charges for loading, penalties and allowances as applicable to CCC personnel pursuant to their terms of engagement (including but not limited to, night shifts, weekends, standby, overtime, public holidays, meals, travel (to and from CCC's depot per person), accommodation rates and working in wet weather conditions); or
 - a fuel levy shall be payable where the price of diesel fuel exceeds the fuel price specified in CCC's price list rates.
 - Variations will be charged for on the basis of CCC's quotation, and will be detailed in writing, and shown as variations on CCC's invoice. The Client shall be required to respond to any variation submitted by CCC within ten (10) working days. Failure to do so will entitle CCC to add the cost of the variation to the Charges. Payment for all variations must be made in full at the time of their completion.
 - Time for payment for the Equipment being of the essence, the Charges will be payable by the Client on the date determined by CCC which may be
 - on delivery of the Equipment; or
 - by way of instalments/progress payments in accordance with CCC's payment schedule,for certain approved Clients, due thirty (30) days following the end of the month in which a statement is delivered to the Client's address or address for notices, or the date specified on any invoice or other form as being the date for payment; or
 - failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by CCC.
 - No allowance has been made in the Charges for the deduction of retentions. In the event that retentions are made, CCC reserves the right to treat all retentions as placing the Client's account into default.
 - The Client will make payment to CCC on each due date by cash, cheque, bank cheque, electronic/line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and CCC.
 - GST and other taxes and duties that may be applicable shall be added to the Charges except when they are expressly included in the Charges. In addition the Client must pay any other taxes and duties (including stamp duty, import duties, bonds or any other charges which may be levied upon this Contract and/or the use of the Equipment or Delivery) that may be applicable in addition to the Charges except where they are expressly included in the Charges.
 - Receipt by CCC of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then CCC's rights and ownership in relation to the Equipment, and this Contract, shall continue.
 - Charges shall not be subject to any set-off or deduction for any reason whatsoever (including for any sums owed or claimed to be owed to the Client by CCC) and, without limiting the generality of the foregoing
 - by reason of non-working time whatsoever caused, downtime due to normal wear and tear (excluding if the Equipment is maintained as per manufacturer's specification) during the Hire Period or any extension thereof, nor shall the Client be relieved from their responsibility to pay the Charges for the entire Hire Period by reason of the fact that the Equipment is returned prior to the Minimum Hire Period.
 - the Client shall not be entitled to withhold payment of any invoice because part of that invoice is in dispute. In the event the Client disputes any part (or all) of any invoice, such dispute must be detailed in writing and given to CCC within seven (7) days of the date of the invoice. If the Client fails to comply with this provision, any non-payment of an invoice (in whole or in part) shall entitle CCC to (at their sole discretion) place the Client's account into default.
- Hire Period**
 - For Equipment in which a timing device is installed the Hire Period shall be the number of hours or part thereof recorded on the timing device whilst the Equipment is in the Client's possession.
 - Where the Equipment does not have a timing device installed, the Hire Period shall commence, and Charges shall be paid by the Client to CCC, from the time the Equipment departs from CCC's premises and will continue until (whichever last occurs)
 - the termination of the Hire Period; or
 - the return of the Equipment to CCC's premises in good operating condition, reasonable wear and tear accepted; or
 - the date which the Equipment is available for Recovery by CCC, as notified by the Client (if such Recovery is agreed to by CCC), provided the Equipment is recovered in good operating condition, reasonable wear and tear accepted; or
 - the expiry of the Minimum Hire Period.
 - There will be NO stand down granted due to wet weather, RDO or public holidays or for when the Equipment is not in use or in-operable unless CCC is given a minimum twelve (12) hours prior notice.
 - Notwithstanding clause 6.1, the Client shall provide a minimum of one (1) week's notice to CCC of their intention to return the Equipment, and the date of expiry or cessation of this Contract shall in all cases be treated as a full day's hire.
 - Furthermore, anything contained in this Contract to the contrary, CCC reserves the right to take possession of the Equipment at any time and without notice to the Client when, in CCC's opinion, the Equipment is endangered or impounded by any reason or cause whatsoever. The Client indemnifies CCC in respect of any loss arising from any act done under or by virtue of this clause 6.5. Any action taken by either CCC or the Client as set forth herein shall be without prejudice to any other rights or remedies that CCC or Client may have respectively.
- Extension of the Hire Period**
 - If, and only if not later than one (1) month before the expiry of the Hire Period, the Client gives notice to CCC requesting an extension of the Hire Period, such extension is, if any, subject to CCC's agreement, the availability of the Equipment and the following conditions:
 - the Charges and all other payments due under this Contract having been received by CCC in full as at the expiry of the Hire Period;
 - there is no breach of the Client's covenants, the Hire Period shall be extended for the period specified between the parties, commencing on the day following the date of expiry of the Hire Period and at the Charges, as varied, on the same terms and conditions of this Contract, except for the insertion of the extended term.
- Delivery and Recovery**
 - As agreed by CCC and at CCC's sole discretion
 - delivery of the Equipment ("Delivery") shall take place when the Client takes possession of the Equipment at the Site,
 - recovery of the Equipment ("Recovery") will be completed when the Equipment has been either collected from the Site and/or returned to CCC's premises.
 - Unless otherwise specified,
 - the costs of Delivery and Recovery, including the supply of additional labour, equipment, materials and transportation expenses and other requirements are either included in the Charges or are in addition to the Charges.
 - Client is responsible for the supply of all necessary labour and other handling equipment to offload, assemble, erect, dismantle and load the Equipment at the Site.
 - In the event the Client is unable to accept Delivery and/or Recovery as arranged, or there are any delays due to free and clear access to the Site not being available, CCC shall be entitled to charge all additional costs involved with the recovery and/or storage, or subsequent attempts at Recovery, as applicable, and all Charges lost as a direct result of the Equipment being unavailable.
 - The Client shall be deemed to authorise any deviation from the usual route or manner of carriage of Goods that may in the absolute discretion of CCC be deemed reasonable or necessary in the circumstances.
 - Any time or date given by CCC to the Client is an estimate only. The Client must still accept Delivery even if late and CCC will not be liable for any loss or damage incurred by the Client as a result of any delay in Delivery and/or Recovery of the Equipment, commencement of work or interruption of the continuity of work due to reasons beyond the practical control of CCC (including, but not limited to, any event outlined in clause 28, breakdown of plant, transport delays, accidents, or other labour difficulties, etc).
- Insurance**
 - The Client accepts full responsibility for the safekeeping of the Equipment and must effect insurance (and maintain any such insurance) with an insurer acceptable to CCC in the name of CCC and the Client for their respective rights and interests whilst the Equipment is at the Site, or in transit between the Site and CCC's premises in respect of the following
 - the full replacement value of the Equipment against such risk as CCC may nominate, or in the absence of such nomination, against loss or damage by theft, fire, accident and such other risks as are insured against by prudent persons engaged in a similar business to that of the Client, excluding liability for claims being the subject of a policy of the party's own insurance on vehicles registered by CCC.
 - a policy of the party's own liability insurance and works compensation insurance in respect of all employees of the Client in respect of damage or loss caused by the use, maintenance, repair and storage of the Equipment;
- Public Liability**
 - public risk liability (at least 10 million) and product defect liability, and any other such insurance in support of the indemnities contained in this Contract, and must in respect of any policy of insurance, deliver to CCC a copy of the policy and promptly pay all premiums and stamp duty payable in respect of the policy.
 - CCC will maintain current insurance policies in respect of the Equipment to its full insurable value.
 - In the event that the Equipment provided by CCC is the subject of an insurance claim made by CCC, as a result of any action or inaction of the Client, then the Client accepts full liability for the value of Equipment (for part thereof) that is lost, stolen or damaged in any way during the entire rental term, irrespective of whether the insurance claim is successful.
- Risk**
 - The Client shall assume all risks and liabilities for and in respect of the Equipment and for injuries to or death of persons and damage to property whatsoever arising from the possession, use, maintenance, repair or storage of the Equipment.
 - The Client shall be solely responsible for any loss or damage to the Equipment, including (without limiting the generality of the foregoing) damage done by corrosion, rust, oxidation, and chemical reactions of every nature and kind whatsoever.
 - The Client shall disclose to CCC the nature of the Goods to be handled, lifted and/or carried. If CCC deems the Goods are, or may become dangerous or offensive, CCC may do anything it believes to be appropriate to avoid or minimise any loss, damage or offence. CCC is not a Common Carrier, and will accept no liability as such. Accordingly, CCC reserves the right to refuse to lift or move any particular item(s) at its sole discretion.
 - The Client acknowledges and agrees that
 - the Client has satisfied themselves as to the condition and suitability of the Equipment, and its fitness for the Client's purposes,
 - the Client has, prior to signing this Contract, examined the Equipment and satisfied themselves as to its compliance with the specifications and validity of the warranties of the manufacturer or CCC,
 - once satisfied with the condition and suitability of the Equipment, the Client must sign CCC's pre-hire check sheet,
 - they shall be responsible for
 - ensuring CCC has clear and free access and egress to the Site, and
 - ensuring that the ground (and access) at the Site is firm and stable, with adequate compaction to support the Equipment under its wheels, tracks or outriggers, including ensuring any footpaths, curbs and channels are suitably planned,
 - ensuring that the Site (or access thereto) does not have excessive slopes,
 - ensuring that a maximum clearance of three and a half metres (3.5m) is allowed in respect of overhead obstacles, trees or power lines,
 - organise any traffic management required, unless otherwise agreed between CCC and the Client.
 - declare the weight of the Goods, and
 - CCC shall be entitled to rely on such declared weight when arranging for the handling thereof, and
 - the Client shall be responsible for all extra cost and risk incurred by CCC, and for any and all damage sustained, by reliance on the declared weight if the weight declared is found to be incorrect, and
 - any non-routine lifts may require the Client to provide (at their expense) engineering certification of lifting points.
 - provide adequate security for any Equipment left at the Site overnight or during periods when the Site is left unattended, unless it has been otherwise agreed in writing that CCC arrange such security on the Client's behalf.
- Title**
 - The Equipment is and will at all times remain the absolute property of CCC, and the Client must return the Equipment to CCC upon request to do so.
 - The Client must not, and must not attempt to, assign, mortgage, pledge, sell, charge, encumber, sublet, part with possession of, grant any lien, license or other encumbrance over, or otherwise dispose of or deal with, or permit or suffer to exist any lien or other encumbrance over, the Equipment or any part thereof, or any of the rights of the Client to the Equipment, or any of the rights of the Client under this Contract, and must keep the Equipment free from any distress, execution or other legal process.
 - Nothing contained in this Contract restricts or curtails the Client any right or property or interest in the Equipment other than as a hirer.
 - The Client must notify all persons who come in contact with the Equipment, including those who have an interest in the Services being undertaken, of the existence on the restriction on the creation of liens, or similar interests, whether by way of pledge or otherwise, in or over the Equipment, and will notify any persons seizing the Equipment or any part thereof of the restrictions contained in this clause 11.
- Condition of Equipment and Inspections**
 - The Equipment will be inspected by a representative of each party to establish the general condition thereof and a statement of condition of the Equipment will be prepared:
 - immediately prior to the commencement of this Contract, and
 - as soon as practicable following termination of this Contract.
 - The Client acknowledges and agrees that they will, at their own cost, reinstate the Equipment to its condition as specified in the pre-hire inspection, normal wear and tear excepted.
- Wet Hire**
 - Unless otherwise agreed to in writing between the parties, CCC shall not be deemed the principal contractor and shall not be obligated to maintain any contract works insurance cover or be responsible with regard to any work cover requirements (including, but not limited to, compliance under any relevant legislation or policy, etc.).
 - The Client shall
 - be responsible for ensuring that CCC is notified of the location of any underground services on the Site, and
 - provide amenities and first aid services to CCC's employees in compliance with all applicable health and safety legislation in operation in the state where the services are undertaken, and
 - should it be necessary for the Equipment to be towed in, or out of the Site, then the Client shall be responsible for all damage and/or salvage costs involving the Equipment, and said costs shall be in addition to the Charges.
 - CCC reserves the right not to enter the Site if CCC believes it unsafe, and the Client shall remain liable for the Charges payable until the issue is resolved.
 - Notwithstanding that the operator of the Equipment is an employee or representative of CCC, the operator shall operate the Equipment in accordance with the instructions of the Client, and accordingly, the Client shall be liable for all responsibility and costs incurred as a result of the actions of the operator whilst following the Client's instructions.
 - In the event the Client requires an employee of CCC to undertake a Site induction during working hours, the Client will be liable to pay the hourly Charges for that period, notwithstanding that the Equipment is not being operated during such time. If any induction is undertaken outside of the Hire Period then the Client shall be liable to pay CCC standard (and/or overtime, if applicable) hourly labour rate.
 - In the event that CCC is required to provide the Services urgently, that may require CCC's staff to work outside normal business hours (including but not limited to working through lunch breaks, working double shifts, weekends and/or Public Holidays) then CCC reserves the right to charge the Client additional labour costs (penalty rates and a six (6) hour minimum charge will apply), unless otherwise agreed between CCC and the Client.
- Dry Hire**
 - The Client shall ensure that
 - the Equipment is operated by a properly experienced and qualified person in accordance with CCC's and manufacturer's requirements and/or recommendations, and
 - agree upon request by CCC's to supply to a copy of their dogman/lifters high risk licence.
- CCC's Employees**
 - The Client agrees not to employ, contract, subcontract or utilize in any way an employee or past employee of CCC (other than through CCC) for a period of no less than twelve (12) months after that employee's last employment with CCC.
 - The Client agrees that if clause 15.1 is contravened CCC will be able to invoice the Client at their current hourly rate the hours that the employee has been employed, contracted, subcontracted or utilised in any way by the Client and agrees to pay said invoice in accordance with the standard payment terms contained in this Contract.
- Compliance with Laws**
 - The Client and CCC shall comply with the provisions of all statutes, regulations and bylaws of government and other public authorities that may be applicable to the Services, including occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation, particularly those in relation to asbestos and/or other hazardous materials (and the safe removal and disposal of the same).

Coffs City Cranes Pty Limited - Terms and Conditions of Hire

Client agrees to indemnify CCC against all claims arising from health issues related to exposure to asbestos on Site

16.2 CCC will obtain (at the expense of the Client) all licenses, approvals, permits or notices (including local Government approvals (where required)) that may be required in relation to use or transport of the hired Equipment.

17. **Personal Property Securities Act 2009 ("PPSA")**

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

17.2 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 Equipment and/or collateral (account) - being a monetary obligation of the Client to CCC for Services - that has previously been supplied and that will be supplied in the future by CCC to the Client

17.3 The Client undertakes to
 (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which CCC may reasonably require to
 (i) register a financing statement or financing change statement in relation to a security interest on the PPSR,
 (ii) register any other document required to be registered by the PPSA, or
 (iii) correct a defect in a statement referred to in clause 17.3(a)(i) or 17.3(a)(ii);
 (b) indemnify, and upon demand reimburse, CCC for all expenses incurred in registering a financing statement or financing change statement on the PPSR established by the PPSA or releasing any registration made thereby;
 (c) not register a financing change statement in respect of a security interest without the prior written consent of CCC.
 (d) not register, or permit to be registered, a financing statement of a financing change statement in relation to the Equipment and/or collateral (account) in favour of a third party without the prior written consent of CCC

17.4 CCC and the Client agree that sections 96, 115 and 126 of the PPSA do not apply to the security agreement created by these terms and conditions.

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

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

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

17.8 The Client must unconditionally ratify any actions taken by CCC under clauses 17.3 to 17.5

17.9 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 of the PPSA.

17.10 Only to the extent that the hire of the Equipment exceeds a two (2) year Hire Period, shall this clause 17 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters this clause 17 will apply generally for the purposes of the PPSA.

18. **Security and Charge**

18.1 In consideration of CCC agreeing to supply Equipment, 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 monies)

18.2 The Client indemnifies CCC from and against all CCC's costs and disbursements including legal costs on a solicitor and own Client basis incurred in exercising CCC's rights under this clause.

18.3 The Client irrevocably appoints CCC and each director of CCC as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf

19. **Load Measuring Devices**

19.1 If any Equipment has been fitted with a load measuring device, the Client hereby acknowledges and agrees that CCC has made no warranties or representations whatsoever with respect to the ability of said load measuring device to accurately or consistently measure the weight of the load being lifted by such Equipment. The Client further acknowledges and agrees that it is the responsibility of the Client to independently determine the weight of every load to be lifted by any Equipment comprising all or a portion of the Equipment so as to ensure that any such load to be lifted does not exceed the rated load as determined by such Equipment's capacity chart and that the load measuring device shall be used as an operator-aid only

19.2 The Client will be liable for, and shall indemnify and hold harmless CCC of and from, any and all liabilities, costs, damages, charges, legal fees and disbursements (including those on a solicitor and own Client basis with right of full indemnity) fines, penalties, expenses, actions, suits, proceedings and demands, all of whatever kind or nature which CCC may suffer or incur or be liable for, either directly or indirectly, by reason of failure of any load measuring device to perform consistently or accurately, notwithstanding the negligence of CCC directly or indirectly related thereto. The Client hereby releases CCC of and from any and all liabilities, losses, costs, damages, claims and demands which it may have against CCC, either directly or indirectly, arising by reason of the failure of any load measuring device to perform consistently or accurately, notwithstanding the negligence of CCC. Without restricting the generality of the foregoing, the Client covenants and agrees that they shall not sue CCC for any such losses, or costs, damages, claims or demands. Furthermore, the Client acknowledges and agrees that if they rely in any way whatsoever on any such load measuring device that they do so completely at their own risk

20. **Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**

20.1 All conditions and warranties, express or implied, whether arising by statute or otherwise, as to the condition, suitability, quality, fitness for any purpose or safety of or title to the Equipment are hereby negative and excluded to the full extent permitted by the law, and CCC gives no such warranty or condition, and the Client acknowledges that CCC has not given any such warranty or condition.

20.2 The terms of this Contract that exclude or limit CCC's liability shall apply only to the extent permitted by law, and subject to the provisions of the Competition and Consumer Act 2010 and other statutes from time to time in force which cannot be excluded, restricted or modified, or which can only be excluded, restricted or modified to a limited extent, and if any such statutes apply to the Contract, then to the extent to which CCC is entitled to do so, CCC's liability under such statutes shall be limited at CCC's absolute option to:
 (a) the replacement of the Equipment or the supply of plant similar to the Equipment, or
 (b) the payment of the cost of having the Equipment repaired, or
 (c) the repair of the Equipment, and
 (d) Hire Charges will be suspended in full until the Equipment is replaced (at CCC's discretion) or returned to operating condition.

20.3 Notwithstanding clauses 20.1 and 20.2, but subject to the CCA, CCC shall not be liable for any defect or damage which may be caused or partly caused by, or arise as a result of
 (a) the Client failing to properly maintain or store the Equipment;
 (b) the Client interfering with the Equipment in any way without CCC's written approval to do so,
 (c) the Client using the Equipment for any purpose other than that for which it was designed,
 (d) the Client continuing the use of the Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user,
 (e) the Client failing to follow any instructions or guidelines provided by CCC,
 (f) fair wear and tear, any accident, or act of God.

21. **Limitation of Liability**

21.1 Subject to clause 20
 (a) CCC shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit or any modification costs), or any third party claims, suffered by the Client in connection with the use of the Equipment and/or the provision of Services by CCC, or arising out of a breach by CCC of these terms and conditions. Alternatively, CCC's liability shall be limited to damages which under no circumstances shall exceed the Charges.
 (b) the Client acknowledges and agrees that CCC is not liable
 (i) to the Client for any loss, cost (whether indirect or consequential) or damage or delay through breakdown, mechanical defect or accident to or of the Equipment,
 (ii) to any person for any loss or damage to any property stolen from the Equipment or damaged or otherwise lost during the Hire Period or left in the Equipment after return of the Equipment to CCC's depot,
 (iii) to the Client for any form of breakdown, whether mechanical electrical or structural to the Equipment whilst on hire to the Client.

21.2 The Client assumes liability for all indemnities and holds harmless CCC, its agents and employees from and against all claims, costs, damages, losses or expenses of any kind whatsoever, arising under tol (including but not limited, negligence), contract, strict liability, status or otherwise from the arrangements between the Client and CCC and including (without limitation) in relation to death of or injury to any person, loss, damage or destruction of any property including the Equipment and any goods in transit. This indemnity shall not include the Equipment.

21.3 To the full extent permitted by law, the Client releases, holds harmless and discharges CCC, its agents and employees in respect of all claims and demands on CCC and any loss or damage caused to the Client or its agents

22. **Intellectual Property and Confidentiality**

22.1 The Client warrants that all designs, specifications or instructions given to CCC will not cause CCC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify CCC against any action taken by a third party against CCC in respect of any such infringement.

22.2 The Client agrees that CCC may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, images or Equipment which CCC has created for the Client.

22.3 Each party agrees to treat all information and ideas communicated by the other party confidential and each agrees not to divulge it to any third party, without the other party's written consent.

22.4 The quotation, hire agreement or any other information provided by Client to the Client is done so on a "commercial in confidence" basis thereby, the Client agrees not to reproduce or provide said information in any manner to any third party without the prior written approval of Client.

23. **Default and Consequences of Default**

23.1 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 1/2%) per calendar month (and CCC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

23.2 If the Client owes CCC any money the Client shall indemnify CCC from and against all costs and disbursements incurred by CCC in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Client basis, CCC's contract default fee, and bank dishonour fees)

23.3 Further to any other rights or remedies CCC may have under this Contract, if a Client has made payment to CCC, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by CCC under this clause 22 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract

23.4 Without prejudice to CCC's other remedies at law CCC shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to CCC shall, whether or not due for payment, become immediately payable if
 (a) any money payable to CCC becomes overdue, or in CCC's opinion the Client will be unable to make a payment when it falls due,
 (b) the Client has exceeded any applicable credit limit provided by CCC,
 (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or
 (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

24. **Cancellation/Termination**

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

24.2 CCC may terminate this Contract, or cancel Delivery, at any time before the Equipment is delivered by giving written notice to the Client. On giving such notices CCC shall repay to the Client any sums paid in respect of the Charges. CCC shall not be liable for any loss or damage whatsoever arising from such cancellation.

24.3 In the event that the Client terminates this Contract, or otherwise cancels Delivery, the Client
 (a) must provide notice of such to CCC at least twenty-four (24) hours prior to the specified date of Delivery, and
 (b) the Client shall be liable for any and all losses incurred (whether direct or indirect) by CCC as a direct result of the cancellation (including, but not limited to, any loss of profits)

24.4 Except so far as clause 24.1 applies, on termination CCC shall be entitled to:
 (a) retain all monies paid to it under this Contract, and
 (b) recover from the Client any other monies due and owing under this Contract as at the date of termination.

24.5 On termination, the Client must deliver up to CCC the Equipment (together with all parts and accessories) in clean and good order as delivered (with allowance for fair wear and tear).

24.6 Upon termination of this Contract following the occurrence of a Default Event, the Client must pay to CCC by way of liquidated damages, in addition to and without prejudice to any other right or remedy of CCC, an amount equal to the total of
 (a) the unpaid balance of the Charges for the Hire Period which would have been payable until the expiration of the Hire Period had the Contract not been terminated,
 (b) CCC's costs and expenses incurred in repossessing and storing, insuring and registering the Equipment and in entering on and removing the Equipment from land or premises on which the Equipment was situated, and make good any injury or damage caused to the land or premises,
 (c) CCC's costs and expenses of repairs reasonably necessary to bring the Equipment to an operational/usable condition,
 (d) interest calculated in accordance with clause 23.1 of this Contract.

24.7 On, or before, termination of this Contract, the Client shall return the Equipment to CCC's premises and the Client acknowledges and agrees that the Charges are payable
 (a) until such time as the Equipment is returned to CCC's premises and returned to its condition as specified in the on-hire inspection, normal wear and tear excepted, and
 (b) for the entirety of the Hire Period, notwithstanding that the Equipment may be returned to CCC prior to termination.

25. **Dispute Resolution**

25.1 Where a dispute arises between the Client and CCC, it will be referred to CCC and Client or the Client's representative for resolution. CCC and Client agree to solve any disputes amicably and in good faith and on a without prejudice basis and not begin court proceedings or mediation or arbitration proceedings until the dispute resolution channel provided in this clause has been exhausted.

25.2 The dispute resolution process will be as follows
 (a) a party may give notice to the other party about the nature of the dispute (a "Dispute Notice") and the parties will seek to reach settlement among themselves within ten (10) Business Days of receipt of the Dispute Notice ("Negotiation Period"). Should the parties fail to determine the dispute within the Negotiation Period, the parties may seek within a further period of ten (10) Business Days (or such longer period as agreed in writing between the parties) to reach agreement on
 (i) a mediation procedure out of courts and arbitration proceedings, (such as mediation, reconciliation or expert determination) process should initially be dealt with by the Australian Commercial Disputes Centre ("ACDC") in accordance with the Mediation Guidelines,
 (ii) the steps to be taken by each party and the timing of those steps,
 (iii) who will be the independent person/body conducting the mediation process and who will pay for such independent person/body's professional fees and expenses, and
 (b) if the parties fail to solve the entire dispute or fail to reach agreement on any of the matters described above within twenty (20) days (or any other period agreed in writing) from the date of the Dispute Notice, either CCC or the Client may commence court proceedings or arbitration proceedings to resolve the dispute

26. **Privacy Policy**

26.1 All emails, documents, images or other recorded information held or used by CCC is Personal Information, as defined and referred to in clause 26.3, and therefore considered Confidential Information. CCC acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDL) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). CCC acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by CCC that may result in serious harm to the Client, CCC will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client in written consent, unless subject to an operation of law.

26.2 Notwithstanding clause 26.1, privacy limitations will extend to CCC in respect of cookies where the Client utilizes CCC's website to make enquiries. CCC agrees to display reference to such cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's
 (a) IP address, browser, email Client type and other similar details,
 (b) tracking website usage and traffic, and
 (c) reports are available to CCC when CCC sends an email to the Client, so CCC may collect and review that information ("collectively Personal Information").

26.3 If the Client consents to CCC's use of cookies on CCC's website and later wishes to withdraw that consent, the Client may manage and control CCC's privacy controls via the Client's web browser, including removing cookies by deleting them from the browser history when exiting the site.

26.4 The Client agrees for CCC to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by CCC.

26.5 The Client agrees that CCC may exchange information about the Client with those credit providers and with related body corporates for the following purposes
 (a) to assess an application by the Client, and/or
 (b) to notify other credit providers of a default by the Client, and/or
 (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers, and/or
 (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years

26.6 The Client consents to CCC being given a consumer credit report to collect overdue payment on commercial credit.

26.7 The Client agrees that personal credit information provided may be used and retained by CCC for the following purposes (and for other agreed purposes or required by)
 (a) the provision of Services/Equipment, and/or
 (b) assessing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Equipment, and/or
 (c) processing of any payment institutions, direct debit facilities and/or credit facilities requested by the Client, and/or
 (d) enabling the collection of amounts outstanding in relation to the Equipment

26.8 CCC may give information about the Client to a CRB for the following purposes
 (a) to obtain a consumer credit report,
 (b) allow the CRB to create or maintain a credit information file about the Client including credit history

26.9 The information given to the CRB may include
 (a) Personal Information as outlined in 26.3 above,
 (b) name of the credit provider and that CCC is a current credit provider to the Client,
 (c) whether the credit provider is a licensee,
 (d) type of consumer credit,
 (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested),
 (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and CCC has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments),
 (g) information that, in the opinion of CCC, the Client has committed a serious credit infringement,
 (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150)

26.10 The Client shall have the right to request (by e-mail) from CCC
 (a) a copy of the Personal Information about the Client retained by CCC and the right to request that CCC correct any incorrect Personal Information; and
 (b) that CCC does not disclose any Personal Information about the Client for the purpose of direct marketing

26.11 CCC will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law

26.12 The Client can make a privacy complaint by contacting CCC via e-mail. CCC will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au

27. **Other Applicable Legislation**

27.1 At CCC's sole discretion, if there are any disputes or claims for unpaid Equipment and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 2002 (Victoria), Building and Construction Industry Security of Payments Act 1999 (New South Wales), Building Industry Fairness (Security of Payment) Act 2017 (Queensland), may apply.

27.2 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 27.1 (each as applicable), except to the extent permitted by the Act where applicable

28. **Force Majeure**

28.1 Neither party shall be liable for any default due to any act of God, war, terrorism, civil disturbance, riot, Government intervention or regulations, Council conditions or specifications, strike, lock-out, industrial action/dispute, fire, flood, storm or other event beyond the reasonable control of either party ("Force Majeure")

28.2 If a party becomes unable (wholly or in part) by Force Majeure, to carry out any of its duties or obligations under this Contract
 (a) the party must give the other party prompt written notice of
 (i) detailed particulars of the Force Majeure,
 (ii) so far as is known, the probable extent to which the party will be unable to perform or will be delayed in performing the duty or obligation
 (b) the relevant duty or obligation, so far as it is affected by the Force Majeure, will be suspended during the continuance of the Force Majeure, and
 (c) the party will use all reasonable efforts to overcome or remove the Force Majeure as quickly as possible; and
 (d) shall be entitled (at its option) to terminate the Contract or extend the time for performance without penalty, if the Force Majeure event continues for a period in excess of fourteen (14) Business Days

29. **General**

29.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, arbitration in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

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

29.3 These terms and conditions and any contract to which they apply shall be governed by the laws of either New South Wales, Queensland, or Victoria, in which state the Equipment and/or Services were provided by CCC to the Client however, in the event of a dispute that demands necessary for the matter to be referred to Magistrates or higher Court then jurisdiction will be subject to the Coffs Harbour Local Court in New South Wales in which CCC has its principal place of business.

29.4 The Client agrees to assist and cooperate with CCC in relation to CCC exercising any and all of their rights in respect to the Equipment, including without limitation, to CCC instituting, commencing or enforcing, compromising or completing any legal proceedings which CCC deems desirable to protect their rights in respect of the Equipment

29.5 CCC may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.

29.6 The Client cannot licence or assign without the written approval of CCC.

29.7 CCC may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of CCC's sub-contractors without the authority of CCC.

29.8 The Client agrees that CCC may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for CCC to provide Services/Equipment to the Client.

29.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them