

The One Stop Truck Doctor – Terms & Conditions of Trade

1.	1.1 Definitions "OSTD" means MJS-Mech Pty Ltd T/A The One Stop Truck Doctor, its successors and assigns or any person acting on behalf of and with the authority of MJS-Mech Pty Ltd T/A The One Stop Truck Doctor. 1.2 "Client" means the person's ordering the Works/Equipment as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally. 1.3 "Works" means all Works provided by OSTD to the Client at the Client's request from time to time (and where the context so permits shall include any provision of Parts as hereinafter defined). 1.4 "Parts" shall mean Parts provided by OSTD to the Client either separately, or as part of the Works (and where the context so permits shall include the provision of Works as defined above). 1.5 "Equipment" means all Equipment including any accessories supplied on hire by OSTD to the Client (and where the context so permits shall include any supply of Works). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by OSTD to the Client. 1.6 "Price" means the price payable for the Works/Equipment hire as agreed between OSTD and the Client in accordance with clause 5 below.	(a) the Client is only a bailor of the Parts and unless the Parts have become fixtures must return the Parts to OSTD on request. (b) the Client holds the benefit of the Client's insurance of the Parts on trust for OSTD and must pay to OSTD the proceeds of any insurance in the event of the Parts being lost, damaged or destroyed. (c) the production of these terms and conditions by OSTD shall be sufficient evidence of OSTD's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with OSTD to make further enquiries. (d) the Client must not sell, dispose, or otherwise part with possession of the Parts other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Parts then the Client must hold the proceeds of any such act on trust for OSTD and must pay or deliver the proceeds to OSTD on demand. (e) the Client shall not be liable to the Parts with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of OSTD and must sell, dispose of or return the resulting product to OSTD as it so directs. (f) unless the Parts have become fixtures the Client irrevocably authorises OSTD to enter any premises where OSTD believes the Parts are kept and recover possession of the Parts. (g) OSTD may recover possession of any Parts in transit whether or not delivery has occurred. (h) the Client shall not charge or grant an encumbrance over the Parts nor grant any other rights or interests in the Parts while they remain the property of OSTD. (i) OSTD may commence proceedings to recover the Price of the Parts sold notwithstanding that ownership of the Parts has not passed to the Client.	13.5	conditions OSTD may suspend or terminate the supply of Works/Equipment to the Client. OSTD will not be liable to the Client for any loss or damage the Client suffers because OSTD has exercised its rights under this clause. Without prejudice to OSTD's other remedies a law OSTD shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to OSTD shall, whether or not due for payment, become immediately payable if: (a) any money payable to OSTD becomes overdue, or in OSTD's opinion the Client will be unable to make a payment when it falls due; (b) 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 (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
2.	2.1 Acceptance 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 or accepts delivery of any Works/Equipment. 2.2 These terms and conditions may only be amended with OSTD's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and OSTD.	9. Personal Property Securities Act 2009 ("PPSA") 9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. 9.2 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 that the Client irrevocably authorises the Parts/Equipment and/or collateral (account) to be a monetary obligation of the Client to OSTD for Works – that have previously been supplied and that will be supplied in the future to OSTD to the Client. 9.3 The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such that the Client gives up any interest in the Parts while they remain the property of OSTD) it is reasonably required to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 9.2(a)(i) or 9.2(a)(ii); (b) indemnify, and upon demand reimburse, OSTD 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 Parts/Equipment charged thereto; (c) not register a financing change statement in respect of a security interest without the prior written consent of OSTD; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Parts/Equipment and/or collateral (account) in favour of a party other than OSTD; (e) immediately advise OSTD of any material change in its business practices of selling the Parts which would result in a change in the nature of proceeds derived from such sales. 9.4 OSTD 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. 9.5 The Client irrevocably authorises OSTD to receive notices under sections 95, 118, 121(4), 130, 132(3) and 134 of the PPSA. 9.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. 9.7 Unless otherwise agreed to in writing by OSTD, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA. 9.8 The Client shall unconditionally ratify any actions taken by OSTD under clauses 9.2 to 9.5. 9.9 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.	14. Cancellation 14.1 OSTD may cancel any contract to which these terms and conditions apply or cancel delivery of Works/Equipment at any time before the Works are commenced (or the Parts/Equipment are due to be delivered) by giving written notice to the Client. On giving such notice OSTD shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to OSTD for Works already performed or Parts/Equipment already provided. OSTD shall not be liable for any loss or damage whatsoever arising from such cancellation. 14.2 In the event that the Client cancels the delivery of Works/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by OSTD as a direct result of the cancellation (including, but not limited to, any loss of profits). 14.3 Cancellation of orders for Parts/Equipment made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.	
3.	3.1 Electronic Transactions (Queensland) Act 2001 Electronic signatures shall be deemed to be accepted by either party providing that the parties have agreed to Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	15. Dispute Resolution If a dispute arises between the parties to this contract, then either party shall send to the other party a written notice of dispute in writing, outlining the dispute and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be: (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.	15.1 If a dispute arises between the parties to this contract, then either party shall send to the other party a written notice of dispute in writing, outlining the dispute and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be: (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.	
4.	4.1 Change in Control The Client shall give OSTD 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, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by OSTD as a result of the Client's failure to comply with this clause.	16.16.1 The Client agrees for OSTD to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by OSTD. 16.2 The Client agrees that OSTD may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an applicant's creditworthiness in relation to the credit 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 relation to the credit. 16.3 The Client consents to OSTD being given a consumer credit report to collect overdue payment on commercial credit. 16.4 The Client agrees that personal credit information provided may be used and retained by OSTD for the following purposes (and for other agreed purposes or required by): (a) the provision of Works/Equipment; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works/Equipment; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities authorised by the Client; and (d) enabling the collection of amounts outstanding in relation to the Works/Equipment. 16.5 OSTD 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. 16.6 The information given to the CRB may include: (a) personal information as outlined in 16.1 above; (b) name of the credit provider and that OSTD 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 details, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice of request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and OSTD has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of credit payments); (g) information that, in the opinion of OSTD, 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 percent of the Client's credit limit (\$50). 16.7 The Client shall have the right to request (by e-mail) from OSTD: (a) a copy of the information about the Client retained by OSTD and the right to request that OSTD correct any incorrect information; and (b) that OSTD does not disclose any personal information about the Client for the purpose of the credit. 16.8 OSTD 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 agreement or is required to be maintained and/or stored in accordance with the law. 16.9 The Client can make a privacy complaint by contacting OSTD via e-mail. OSTD will respond to the Client's 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 .		
5.	5.1 Price and Payment At OSTD's sole discretion the Price shall be either: (a) as indicated on invoices provided by OSTD to the Client in respect of Works performed or Parts/Equipment supplied; or (b) OSTD's estimated Price (subject to clause 5.2) which shall not be deemed binding upon OSTD as the actual Price can only be determined upon completion of the Works. OSTD undertakes to keep the Client informed should the actual Price look likely to exceed the original estimate. (c) OSTD's Price in the date of delivery of the Works/Equipment according to OSTD's current price list; or (d) OSTD's quoted Price (subject to clause 5.2) which shall be binding upon OSTD provided that the Client shall accept OSTD's quotation in writing within thirty (30) days. 5.2 OSTD reserves the right to change the Price: (a) if a variation to the Works/Equipment to be supplied is requested; or (b) if a variation to the Works originally scheduled is requested; or (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, further faults which are found upon disassembly and/or further inspection) which are only discovered on commencement of the Works; or (d) in the event of increases to OSTD in the cost of labour or materials which are beyond OSTD's control. 5.3 At OSTD's sole discretion a non-refundable deposit may be required. 5.4 Time for payment for the Works/Equipment being of the essence, the Price will be payable by the Client on the date of delivery of the Works/Equipment by OSTD, which may be: (a) On delivery of the Parts/Equipment; or (b) on completion of the Works; or (c) by way of progress payments in accordance with OSTD's specified progress payment schedule. Such progress payment claim may include the reasonable value of authorised variations and the value of any Parts delivered to the site but not yet installed; or (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given by OSTD to the Client. 5.5 Payment may be made by cash, cheque, bank cheque, electronic-line banking, credit card (plus a surcharge of up to two percent (2%) of the Price), or by any other method agreed to between the Client and OSTD. 5.6 GST is included in the Price and does not include GST. In addition to the Price the Client must pay to OSTD an amount equal to any GST OSTD must pay for any supply of Works/Equipment by OSTD under this or any other agreement. 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.	16.16.2 The Client agrees for OSTD to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by OSTD. 16.2 The Client agrees that OSTD may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an applicant's creditworthiness in relation to the credit 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 relation to the credit. 16.3 The Client consents to OSTD being given a consumer credit report to collect overdue payment on commercial credit. 16.4 The Client agrees that personal credit information provided may be used and retained by OSTD for the following purposes (and for other agreed purposes or required by): (a) the provision of Works/Equipment; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works/Equipment; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities authorised by the Client; and (d) enabling the collection of amounts outstanding in relation to the Works/Equipment. 16.5 OSTD 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. 16.6 The information given to the CRB may include: (a) personal information as outlined in 16.1 above; (b) name of the credit provider and that OSTD 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 details, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice of request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and OSTD has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of credit payments); (g) information that, in the opinion of OSTD, 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 percent of the Client's credit limit (\$50). 16.7 The Client shall have the right to request (by e-mail) from OSTD: (a) a copy of the information about the Client retained by OSTD and the right to request that OSTD correct any incorrect information; and (b) that OSTD does not disclose any personal information about the Client for the purpose of the credit. 16.8 OSTD 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 agreement or is required to be maintained and/or stored in accordance with the law. 16.9 The Client can make a privacy complaint by contacting OSTD via e-mail. OSTD will respond to the Client's 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 .		
6.	6.1 Delivery Delivery of the Parts/Equipment is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Parts/Equipment at OSTD's address; or (b) OSTD (or OSTD's nominated carrier) delivers the Parts/Equipment to the Client's nominated address even if the Client is not present at the address. 6.2 At OSTD's discretion delivery of the Works may take place when: (a) OSTD provides the Works at OSTD's address; or (b) OSTD provides the Works at the Client's nominated address. 6.3 Where OSTD is to provide any Works at the Client's nominated address then the Client shall be liable for all costs incurred by OSTD from the time they depart from, and until they return to their normal place of work, but not limited to, mileage and time calculated at OSTD's standard rates and any Parts purchased for the Works). 6.4 Where OSTD is requested to store the Client's Parts or vehicle, or where Parts or vehicles are not collected within twenty-four hours of advice to the Client that they are ready for collection, then OSTD (at its sole discretion) may charge a reasonable fee for storage. 6.5 At OSTD's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price. 6.6 The Client must take delivery by receipt or collection of the Parts/Equipment whenever either is tendered for delivery, in the event that the Client is unable to take delivery of the Parts/Equipment as arranged, the Client shall be entitled to charge a reasonable fee for redelivery and/or storage of the Parts/Equipment. 6.7 Any time or date given by OSTD to the Client is an estimate only. OSTD shall not be liable for any loss or damage whatsoever due to failure by OSTD to deliver the Works/Equipment (any part of them) promptly or at all, where due to circumstances beyond the reasonable control of OSTD; however, both parties agree that they shall make every endeavour to enable the Works/Equipment to be delivered at the time and place as was arranged between both parties. In the event that OSTD is unable to deliver the Works/Equipment as agreed solely due to any action or inaction of the Client, then OSTD shall be entitled to charge the Client any additional costs incurred by OSTD as a direct consequence of any resultant delay or rescheduling of delivery.	16.16.3 The Client agrees for OSTD to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by OSTD. 16.2 The Client agrees that OSTD may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an applicant's creditworthiness in relation to the credit 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 relation to the credit. 16.3 The Client consents to OSTD being given a consumer credit report to collect overdue payment on commercial credit. 16.4 The Client agrees that personal credit information provided may be used and retained by OSTD for the following purposes (and for other agreed purposes or required by): (a) the provision of Works/Equipment; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works/Equipment; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities authorised by the Client; and (d) enabling the collection of amounts outstanding in relation to the Works/Equipment. 16.5 OSTD 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. 16.6 The information given to the CRB may include: (a) personal information as outlined in 16.1 above; (b) name of the credit provider and that OSTD 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 details, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice of request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and OSTD has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of credit payments); (g) information that, in the opinion of OSTD, 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 percent of the Client's credit limit (\$50). 16.7 The Client shall have the right to request (by e-mail) from OSTD: (a) a copy of the information about the Client retained by OSTD and the right to request that OSTD correct any incorrect information; and (b) that OSTD does not disclose any personal information about the Client for the purpose of the credit. 16.8 OSTD 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 agreement or is required to be maintained and/or stored in accordance with the law. 16.9 The Client can make a privacy complaint by contacting OSTD via e-mail. OSTD will respond to the Client's 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 .		
7.	7.1 Risk If OSTD retains ownership of the Parts under clause 8 then all risk for the Parts shall immediately pass to the Client on delivery and the Client must insure the Parts on or before delivery. 7.2 Notwithstanding the provisions of clause 7.1 if the Client specifically requests OSTD to leave Parts outside OSTD's premises for collection or to deliver the Parts to an unattended location then such material shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Parts are insured adequately or at all. In the event that such Parts are lost, damaged or destroyed then replacement of the Parts shall be at the Client's expense. 7.3 The Client acknowledges that OSTD is only responsible for Parts that are replaced by OSTD, and that in the event that other components subsequently fail, the Client agrees to indemnify OSTD against any loss or damage to the Parts or the Client's vehicle, or caused by the components, or any part thereof howsoever arising. 7.4 Where OSTD is requested to store the Client's Parts or vehicle, or where Parts or vehicles are not collected within twenty-four hours of advice to the Client that they are ready for collection, then OSTD (at its sole discretion) may charge a reasonable fee for storage. 7.5 OSTD shall not be liable for the loss of or damage to the vehicle, its accessories or contents while garaged being serviced or being driven in connection with the work authorised unless caused by the negligence of OSTD or OSTD's employees. 7.6 It is the Client's responsibility to ensure that the vehicle is insured against all possible damage (including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks) whilst stored on OSTD's premises. The vehicle is at all times stored and repaired at the Client's sole risk. 7.7 If OSTD has been requested by the Client to diagnose a fault that requires disassembly and/or testing, all costs involved will be charged to the Client irrespective of whether or not the repair goes ahead. 7.8 If a vehicle or component is submitted for repair under a warranty or insurance claim, and the claim is declined or payment delayed, the Client is liable for payment and agrees to pay for any such repair. 7.9 If OSTD is requested to organise other supplies or Works on behalf of the Client, the Client agrees to pay the third party supplier on invoice by the due date. 7.10 The Client acknowledges and agrees that OSTD shall be entitled to: (a) retain any components returned during the supply of the Works; and (b) retain all proceeds obtained from the sale of such components to any auto recycler or salvage yard. 7.11 Where the Client engages OSTD to provide Works at the Client's address, the Client shall ensure that OSTD has clear and free access to the work site at all times to enable them to undertake the Work. OSTD shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of OSTD.	16.16.4 The Client agrees for OSTD to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by OSTD. 16.2 The Client agrees that OSTD may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an applicant's creditworthiness in relation to the credit 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 relation to the credit. 16.3 The Client consents to OSTD being given a consumer credit report to collect overdue payment on commercial credit. 16.4 The Client agrees that personal credit information provided may be used and retained by OSTD for the following purposes (and for other agreed purposes or required by): (a) the provision of Works/Equipment; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works/Equipment; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities authorised by the Client; and (d) enabling the collection of amounts outstanding in relation to the Works/Equipment. 16.5 OSTD 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. 16.6 The information given to the CRB may include: (a) personal information as outlined in 16.1 above; (b) name of the credit provider and that OSTD 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 details, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice of request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and OSTD has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of credit payments); (g) information that, in the opinion of OSTD, 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 percent of the Client's credit limit (\$50). 16.7 The Client shall have the right to request (by e-mail) from OSTD: (a) a copy of the information about the Client retained by OSTD and the right to request that OSTD correct any incorrect information; and (b) that OSTD does not disclose any personal information about the Client for the purpose of the credit. 16.8 OSTD 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 agreement or is required to be maintained and/or stored in accordance with the law. 16.9 The Client can make a privacy complaint by contacting OSTD via e-mail. 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8.	8.1 Title to Parts OSTD and the Client agree that ownership of the Parts shall not pass until: (a) the Client has paid OSTD all amounts owing to OSTD; and (b) the Client has met all of its other obligations to OSTD. 8.2 Receipt by OSTD of any form of payment other than cash shall not be deemed to be payment until that form of payment has been cleared or recognised. 8.3 It is further agreed that until ownership of the Parts passes to the Client in accordance with clause 8.1:	16.16.5 The Client agrees for OSTD to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by OSTD. 16.2 The Client agrees that OSTD may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an applicant's creditworthiness in relation to the credit 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 relation to the credit. 16.3 The Client consents to OSTD being given a consumer credit report to collect overdue payment on commercial credit. 16.4 The Client agrees that personal credit information provided may be used and retained by OSTD for the following purposes (and for other agreed purposes or required by): (a) the provision of Works/Equipment; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works/Equipment; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities authorised by the Client; and (d) enabling the collection of amounts outstanding in relation to the Works/Equipment. 16.5 OSTD 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. 16.6 The information given to the CRB may include: (a) personal information as outlined in 16.1 above; (b) name of the credit provider and that OSTD 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 details, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice of request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and OSTD has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of credit payments); (g) information that, in the opinion of OSTD, 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 percent of the Client's credit limit (\$50). 16.7 The Client shall have the right to request (by e-mail) from OSTD: (a) a copy of the information about the Client retained by OSTD and the right to request that OSTD correct any incorrect information; and (b) that OSTD does not disclose any personal information about the Client for the purpose of the credit. 16.8 OSTD 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 agreement or is required to be maintained and/or stored in accordance with the law. 16.9 The Client can make a privacy complaint by contacting OSTD via e-mail. OSTD will respond to the Client's 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 .		
9.	9.1 Intellectual Property Where OSTD has designed, drawn, written plans or a schedule of Works, or created any Parts/Equipment for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in OSTD, and shall only be used by the Client for the purposes for which they were created. 9.2 The Client warrants that all designs, specifications or instructions given to OSTD will not cause OSTD to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify OSTD against any action taken by a third party against OSTD in respect of any such infringement. 9.3 If the Client agrees that OSTD may use its name or the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or Parts/Equipment which OSTD has created for the Client. 9.4 Default and Consequences of Default 9.5 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 OSTD's sole discretion such interest shall compound monthly at such a rate) after as well as being a judgment debt. 9.6 If the Client owes OSTD any money the Client shall indemnify OSTD from and against all costs and disbursements incurred by OSTD in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, OSTD's contract default fee, and bank dishonour fees). 9.7 Further to any other rights or remedies OSTD may have under this contract, if a Client has made payment to OSTD by credit card, 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 OSTD under this clause 9.7 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. 9.8 Without prejudice to any other remedies OSTD may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and	16.16.6 The Client agrees for OSTD to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by OSTD. 16.2 The Client agrees that OSTD may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an applicant's creditworthiness in relation to the credit and/or; 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Please note that a larger print version of these terms and conditions is available from OSTD on request.