

# Terms & Conditions of Trade

Queensland Shower Screens - Gold Coast Shower Screens - Brisbane Shower Screens

- Definitions**
  - "Contract" means the terms and conditions contained herein, together with any Quotation, order, or other document or amendments expressed to be supplemental to this Contract.
  - "QSS" means G. W. Powell Investments Pty. Ltd. ATTF G. W. Powell Family Trust/TIA Queensland Shower Screens, Gold Coast Shower Screens, Brisbane Shower Screens, and any person acting in concert with the authority of QSS.
  - "Client" means the person, entities or any person acting on behalf of and with the authority of the Client, requesting QSS to provide the Services as specified in any proposal, quotation, order, invoice or other documentation; and:
    - if there is more than one Client, it 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 partner of a Trust, shall be bound in their capacity as a trustee; and
    - it includes the Client's executors, administrators, successors and permitted assigns.
  - "Goods" means all Goods or Services supplied by QSS to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).
  - "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.
  - "Price" means small fees which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the Client's computer. If the Client does not wish to allow Cookies to operate in the browser when ordering from the website, then the Client shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to ordering Goods via the website.
  - "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between QSS and the Client in accordance with clause 6 below.
  - "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 these terms and conditions if the Client places an order for or accepts delivery of the Goods.
  - Orders/Quotations are deemed to be accepted when notice is given to QSS by means of verbal, SMS/MMS, email notification or when a deposit is received into the QSS bank account or cash is received by a representative of QSS and a receipt is provided.
  - In the case of COD clients production will not commence until cleared deposit funds are received by QSS.
  - These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or Contract between the Client and QSS.
  - The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with QSS and it has been approved with a credit limit established for the account.
  - In the event that the supply of Goods received exceeds the Client's credit limit and/or the account exceeds the payment terms, QSS reserves the right to refuse delivery and/or request an alternative payment method.
  - Quotations provided are valid for the work that can be ordinarily assumed to be involved. The costs for additional unforeseen work that may become apparent or required during the manufacture and installation process may be passed onto the Client.
  - The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and, for any reason, Goods are not or cease to be available. QSS reserves the right to vary the Price with alternative Goods as per clause 6.1 subject to prior confirmation and agreement by both parties.
  - QSS shall reserve the right to decline to provide any Goods as per Goods ordered, in all such cases QSS will notify the Client within forty-eight (48) hours of receiving the order. QSS shall not be held liable for any loss or damage suffered as a result of non-supply of the Goods.
  - Any advice, recommendation, assistance or service provided by QSS in relation to Goods and Services supplied is given in good faith, is based on QSS's own knowledge and experience and shall be accepted without liability on the part of QSS and it shall be the responsibility of the Client to confirm the accuracy and validity of the same in light of the use to which the Client makes or intends to make of the Goods or Services.
  - Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with 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.
- On-Line Ordering**
  - The Client acknowledges and agrees that:
    - QSS does not guarantee the website's performance;
    - display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by QSS
    - on-line ordering may be unavailable from time to time for regularly scheduled maintenance or for other reasons;
    - there are inherent hazards in electronic distribution, and as such QSS cannot warrant against delays or errors in transmitting data between the Client and QSS including orders, and you agree that to the maximum extent permitted by law, QSS will not be liable for any loss or damage suffered as a result of online-ordering not being available or for delays or errors in transmitting orders;
    - when making a transaction through the website, the Client's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by QSS and/or displayed on the website. The encryption process ensures that the Client's information cannot be read or altered by outside influences;
    - if the Client is not the cardholder for any credit card being used to pay for the Goods, QSS shall not be held responsible for any fraud or misuse of the credit card on the part of the cardholder for use of the credit card for the transaction.
  - QSS reserves the right to terminate the Client's order if it learns that they have provided false or misleading information, interfered with other users or the administration of QSS's business, or violated these terms and conditions.
- Errors and Omissions**
  - The Client acknowledges and accepts that QSS 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 QSS in the formation and/or transmission of any order; and/or
    - contained in/omitted from any literature (hard copy and/or electronic) supplied by QSS in respect of the Services.
  - In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to negligence, QSS shall not be held liable for any loss or damage not be entitled to enter this Contract as repudiated nor render it invalid.
- Change in Control**
  - The Client shall give QSS 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, change of trustees or business practice). The Client shall be liable for any loss incurred by QSS as a result of the Client's failure to comply with the clause.
- Price and Payment**
  - At QSS's sole discretion, the Price shall be either:
    - as indicated on any invoice provided by the Client; or
    - the Price as at the date of delivery of the Goods according to QSS's supplied quality quotation; or
    - QSS's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
  - QSS reserves the right to change the Price if a variation to QSS's quotation is requested. Variations will be charged for on the basis of QSS's quotation, and will be detailed in writing, and shown as variations on QSS's invoice.
  - At QSS's sole discretion, a non-refundable deposit may be required. Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date(s) determined by QSS, which may be:
    - minimum 50% deposit to confirm production
    - payment in full to confirm production
    - balance on delivery of the Goods;
    - balance before delivery of the Goods;
    - if pre arranged credit account is in place then either 7, 14 or 30 days from date of invoice or 30 days following the end of the month; or
    - falling any notice to the contrary, prior to dispatch from QSS premises.
  - Payment may be made 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 QSS.
  - The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by QSS nor to withhold payment of any invoice because part of that invoice remains in dispute or was delayed.
  - In the event of a dispute over supply or quality or defects, the Client must make good all amounts owing to QSS as per the agreed quotation, at which time QSS will rectify issues in accordance with its legal obligations.
  - Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to QSS an amount equal to any GST QSS must pay for any supply by QSS under this or any other Contract for the sale of Goods. 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 amounts and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- Default and Consequences of Default**
  - Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment, at a rate of ten percent (10%) per calendar month (and at QSS's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
  - If the Client owes QSS any money the Client shall indemnify QSS from and against all costs and disbursements incurred by QSS in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, QSS's contract default fee, and bank disbursement fees).
  - Further to any other rights or remedies QSS may have under this Contract, if a Client has made payment to QSS, 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 QSS under this clause 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.
  - Notwithstanding to QSS's other remedies a law QSS shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to QSS shall, whether or not due for payment, become immediately payable if:
    - any money payable to QSS becomes overvalued, or in QSS's opinion the Client will be unable to make a payment when it falls due;
    - the Client has exceeded any applicable credit limit provided by QSS;
    - 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
    - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- Delivery/Installation of Goods**
  - Goods are taken to occur at the time that:
    - the Client or the Client's nominated carrier takes possession of the Goods at QSS's address; or
    - the QSS or QSS's nominated carrier delivers the Goods to the Client's nominated address even if the Client's nominated address is not correct.
  - QSS may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time specified by QSS for delivery and/or installation of the Goods is an estimate only. The Client must take delivery by receipt or collection of the Goods whenever and wherever they are delivered. QSS will not be liable for any loss or damage incurred by the Client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then QSS shall be entitled to charge a reasonable fee for redelivery and/or storage.
  - Failure to meet deadlines cannot be constituted as a breach of contract and will not enable cancellation or warrant discounts for the order.
  - In the case of removal of existing shower screens, QSS will at all times ensure best practices but will not be responsible to damage that occurs as a result of the Client's actions.
  - QSS will advise Client of any issues which become apparent during the stripout or installation process. The Client will be responsible for rectification before installation can be completed.
  - In the case of installation not being able to be completed due to unforeseen issues such as delays by client, failed waterproofing or loose tiles etc. The job will be deemed to be complete. Final payment (if any) will need to be made and an additional installation charge will be required to return to complete the installation.
  - The Client acknowledges that they have instructed QSS to install onto structures and/or surfaces that may not be suitable for installation and that QSS liability extends only to the product supplied and/or installed by QSS and QSS will not be accountable for issues arising as a result of poor underlying surfaces which may impede the acceptable installation of the product.
  - Should QSS be required to remove a supplied product so that rectification works can be carried out to adjoining or underlying surfaces:
    - the costs of doing so will be borne by the client;
    - the costs of subsequent re-install if required will be borne by the client.
  - Failure to meet deadlines cannot be constituted as a breach of contract and will not enable cancellation or warrant discounts for the order.
  - Standards AS 3740 2021 Waterproofing of Domestic Wet Areas. QSS has no responsibility for damage that may occur as a result of water leakage and ingress.
- Risk**
  - Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods or before Delivery.
  - If any of the Goods are damaged or destroyed following delivery but prior to receipt passing to the Client, QSS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by QSS is sufficient evidence of QSS's rights to receive the insurance proceeds without the need for any person dealing with QSS to make further enquiries.
  - If the Client requests QSS to leave Goods outside QSS's premises for collection or delivery to a site not on an unattended location, then such Goods shall be left at the Client's sole risk.
  - Risk of damage to the property or personal effects in which goods and services are being provided is at the Client's risk. QSS will not be held responsible for accidental damage to property or personal items or effects whilst undertaking services and works.
  - To mitigate risk of damage to property and personal effects, clients are required to remove items and clear the way for QSS to deliver and install goods.
  - QSS will comply with Workplace Health and Safety at QSS employees and representatives are required to wear foot protection at all times whilst working. Clients are required cover floors where necessary to minimise the risk of damage.
  - QSS requires the Client to notify us of the location of any water pipes prior to installation. QSS will not be held responsible if water pipes are damaged when the position was not disclosed.
  - QSS cannot be held responsible for interfering issues resulting from poor, compromised or non-existent waterproofing.
- Title**
  - QSS and the Client agree that ownership of the Goods shall not pass until:
    - the Client has paid QSS all amounts owing to QSS; and
    - the Client has met all of its other obligations to QSS.
  - Payment by QSS 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.
  - It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 10.1:
    - the Client is only a bailee of the Goods and must return the Goods to QSS on request;
    - the Client holds the benefit of the Client's insurance of the Goods on trust for QSS and must pay to QSS the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
    - the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for QSS and must pay or deliver the proceeds to QSS on demand;
    - the Client should not convert or process the Goods or intermix them with other goods if the Client does so then the Client holds the resulting product on trust for the benefit of QSS and must sell, dispose of or return the resulting product to QSS as to its direct;
    - the Client irrevocably authorises QSS to enter any premises where QSS believes the Goods are kept and recover possession of the Goods;
    - QSS may recover possession of any Goods in transit whether or not delivery has occurred;
    - the Client shall not charge or grant an encumbrance over the Goods nor grant any rights in or over the Goods while they remain the property of QSS;
    - QSS may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- Personal Property Securities Act 2009 ("PPSA")**
  - In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.
  - Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) - being a monetary obligation of the Client to QSS for goods and services - that have previously been supplied and that will be supplied in the future by QSS to the Client.
  - The Client undertakes to:
    - promptly sign any further documents and/or provide any further information (such as information to be compiled, accurate and up-to-date in all respects) which QSS may reasonably require to;
    - register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;
    - register any other document required to be registered by the PPSA or correct a defect in a statement referred to in clause 11.2(a)(i) or 11.2(a)(ii);
    - indemnify, and upon demand reimburse, QSS for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
    - not register a financing charge statement in respect of a security interest without the prior written consent of QSS;
    - register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of QSS;

- immediately advise QSS of any material change in its business practices affecting the Goods which would result in a change in the nature of proceeds derived from such sales.
- QSS and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement provided by these terms and conditions.
- QSS and the Client agree that sections 95, 116, 121(4), 130, 132(1)(d) and 132(4) of the PPSA.
- The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- If the Client otherwise agrees to writing by QSS, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- The Client must unconditionally affirm any actions taken by QSS under clauses 11.2 to 11.4.
- Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions intended to have the effect of contracting out of any of the provisions of the PPSA.
- Security and Charge**
  - In consideration of QSS agreeing to supply the Goods, the Client charges all of its right, title and interest, together with all necessary sets or scratches not otherwise 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 money).
  - The Client indemnifies QSS from and against all QSS's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising QSS's rights under this clause.
  - The Client irrevocably appoints QSS and each director of QSS as the Client's true and lawful attorney to take all necessary steps to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.
- Defects, Warranties and Returns**
  - The Client must accept the Goods as delivered/ installation and must within twenty-four (24) hours of delivery/installation notify QSS in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after such defect or damage is evident. Upon such notification QSS will attempt to allow QSS to rectify the Goods.
  - Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied warranties and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (the "Non-Excluded Guarantees").
  - QSS must be given the opportunity to rectify any defects that present themselves during or after installation.
  - QSS do not accept responsibility for minor imperfections in glass, aluminium, slight scratches or scuffs, small surface marks or scratches not visible from a distance of 3m (held in a perpendicular position using daylight without direct sunlight), etc. as per Australian Standards.
  - QSS acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
  - Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, QSS makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. QSS's liability in respect of these warranties is limited to the fullest extent permitted by law.
  - If the Client is a consumer within the meaning of the CCA, QSS's liability is limited to the extent permitted by section 64A of Schedule 2.
  - If QSS is required to replace the Goods under this clause or the CCA, but is unable to do so, QSS may offer to replace the Goods with goods of similar quality.
  - If the Client is not a consumer within the meaning of the CCA, QSS's liability for any defect or damage in the Goods is:
    - limited to the value of any express warranty or warranty card provided to the Client by QSS at QSS's sole discretion;
    - limited to any warranty to which QSS is entitled, if QSS did not manufacture the Goods;
    - otherwise negated by clause 13.
  - Subject to this clause 13, refunds/returns will only be accepted provided that:
    - the Client has complied with the provisions of clause 13.1; and
    - QSS has agreed that the Goods are defective; and
    - the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
    - the Goods are returned in a close condition to that in which they were delivered as possible.
  - Notwithstanding clauses 13.1 to 13.10 but subject to the CCA, QSS shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
    - the Client failing to properly maintain or store any Goods;
    - the Client using the Goods for any purpose other than that for which they were designed;
    - the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
    - the Client failing to follow any instructions or guidelines provided by QSS;
    - fire war and tear, an accident, or act of God;
    - QSS may be liable in respect of any non-defective Goods for return in which QSS may require the Client to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.
  - Subject to clause 13.1, customised, or non-stock-item Goods or Goods made or ordered to the Client's specifications are not acceptable for credit or return.
- Intellectual Property**
  - Where QSS has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Client. Under no circumstances shall the Client copy, reproduce, disseminate or use without the express written approval of QSS.
  - The Client warrants that all designs, specifications or instructions given to QSS will not cause QSS to infringe any patent, registered design or trademark in the execution of the Goods as manufactured, designed or produced by QSS.
  - The Client agrees to indemnify QSS against any action taken by a third party against QSS in respect of any such infringement.
  - The Client agrees that QSS may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which QSS has created for the Client.
- Cancellation**
  - Without prejudice to any other remedies QSS may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions QSS may suspend or terminate the supply of Goods to the Client. QSS will not be liable for any loss or damage the Client suffers because QSS has exercised its rights under this clause.
  - QSS may cancel any Contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Client may pay any money paid by the Client for the Goods. QSS shall not be liable for any loss or damage whatsoever arising from such cancellation.
  - In the event that the Client cancels delivery of Goods the Client shall be liable for any amount due to QSS (whether direct or indirect) by QSS as a direct result of the cancellation (including, but not limited to, loss of goods or profits).
  - Cancellation of bespoke orders for Goods, or for non-stock items, will definitely not be accepted once production has commenced, or an order has been placed.
- Privacy Policy**
  - All emails, documents, images or other recorded information held or used by QSS is Personal Information, as defined and referred to in clause 16.3, and therefore considered Confidential Information. QSS 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 IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, 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"). QSS acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by QSS that may result in serious harm to the Client, QSS will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information to a third party without the Client's prior written consent will be approved by the Client by written consent, unless subject to an operation of law.
  - Notwithstanding clause 16.1, privacy limitations will extend to QSS in respect of Cookies. On giving such notice the Client may pay any money paid by the Client for the Goods. QSS 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:
    - IP address, browser type and other similar details;
    - tracking website usage and traffic; and
    - reports are available to QSS when QSS sends an email to the Client, so QSS may collect and review that information ("collectively Personal Information")
  - In order to ensure that the collection of Personal Information by way of Cookies, the Client shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website prior to proceeding with a purchase/order via QSS's website.
  - The Client agrees for QSS 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 QSS.
  - The Client agrees that QSS may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
    - to assess an application by the Client; and/or
    - to notify other credit providers of a default by the Client; and/or

- to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- The Client consents to QSS being given a consumer credit report to collect overdue payment on commercial credit.
- The Client agrees that personal credit information provided may be used and retained by QSS for the following purposes (and for other agreed purposes or purposes):
  - the provision of Goods; and/or
  - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
  - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - enabling the collection of amounts outstanding in relation to the Goods.QSS may give information about the Client to a CRB for the following purposes:
  - to obtain a consumer credit report;
  - to allow the CRB to create or maintain a credit information file about the Client including credit history.
- The information given to the CRB may include:
  - Personal Information as outlined in 16.3 above;
  - name of the credit provider and that QSS is a current credit provider to the Client; or
  - whether the credit provider is a licensee;
  - type of consumer credit;
  - details concerning the Client's application for credit or commercial credit (e.g. date of consumer credit/termination of the credit account and the amount requested);
  - advice of consumer credit default, 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 direct recovery action commenced or alternatively that the Client's lender has any overdue account and QSS has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments).
- information that, in the opinion of QSS, the Client has committed a serious credit infringement;
- advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- The Client shall have the right to request (by e-mail) from QSS:
  - a copy of the Personal Information about the Client retained by QSS and the right to request that QSS delete or correct any Personal Information;
  - that QSS does not disclose any Personal Information about the Client for the purpose of direct marketing.
- QSS will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required and it is required under the law to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- The Client can make a privacy complaint by contacting QSS via e-mail. QSS will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision 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](http://www.oaic.gov.au).
- Unpaid Seller's Rights**
  - Where the Client has left any item with QSS for repair, modification, exchange or for QSS to perform any other service in relation to the item and QSS has not received or been tendered the whole of any monies owing to it by the Client, QSS shall have, until monies owing to QSS are paid:
    - a lien on the item;
    - the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
  - The lien of QSS shall continue despite the commencement of proceedings, or judgment for any monies owing to QSS having been obtained against the Client.
- Service of Notices**
  - Any written notice given under this Contract shall be deemed to have been given and received:
    - if sent by registered notice to the other party, in person;
    - by leaving it at the address of the other party as stated in this Contract;
    - by sending it by registered post to the address of the other party as stated in this Contract;
    - if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
    - if sent by email to the client's last known email address.
  - If sent by SMS or MMS to the party's last known phone number.
  - Any notice if posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- Trusts**
  - The Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any Trust ("Trust") then whether or not QSS may have notice of the Trust, the Client consents with QSS as follows:
    - the Client extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
    - the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
    - the Client will not consent in writing of QSS (will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
      - the removal, replacement or retirement of the Client as trustee of the Trust;
      - any alteration to or variation of the terms of the Trust;
      - any advancement or distribution of capital of the Trust; or
      - any resettlement of the trust property.
- General**
  - The Client 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, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
  - These terms and conditions and any Contract to which they apply shall be governed by the laws of Queensland, and the state in which QSS has its principal place of business, and are subject to the jurisdiction of the Southport Courts in Queensland.
  - Subject to clause 15, QSS shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit, physical or financial injury) suffered by the Client arising out of a breach by QSS of these terms and conditions (alternatively QSS's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
  - QSS may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
  - The Client cannot licence or assign without the written approval of QSS. QSS may never 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 QSS's sub-contractors without the authority of QSS.
  - The Client agrees that QSS may amend these terms and conditions by notifying 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 QSS to provide Goods to the Client.
  - Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
  - 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.
- Special Clauses**
  - The Client hereby acknowledges that shower screens are designed to contain the majority of the water inside, they are not designed or intended to be 100% water tight, and some water may seep through the glass.
  - The Client acknowledges that Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time.
  - Colour matching: Back painted or printed glass product colours are affected by the natural tint in the glass which can vary from a pale blue tinge. This is especially evident in light colours. QSS will make every effort to match colours in accordance with clients wishes but it is unlikely QSS will be able to match colours exactly to supplied colour swatches or examples.