
Rex J Andrews Pty Ltd – Terms & Conditions of Trade

1. Definitions

- 1.1 “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.
- 1.2 “RJA” means Rex J Andrews Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of Rex J Andrews Pty Ltd.
- 1.3 “Client” means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting RJA to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client’s executors, administrators, successors and permitted assigns.
- 1.4 “Documentation” means any, documents, surveys, reports, drawings or materials supplied, consumed, created or deposited incidentally by RJA in the course of it conducting, or supplying to the Client, any Services.
- 1.5 “Services” mean all Services supplied by RJA to the Client at the Client’s request from time to time.
- 1.6 “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.
- 1.7 “Cookies” means small files 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 background 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 Services via the website.**
- 1.8 “Price” means the price payable (plus any GST where applicable) for the Services as agreed between RJA and the Client in accordance with clause 6 of this Contract.
- 1.9 “GST” means Goods and Services Tax as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by RJA.
- 2.2 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.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges that the supply of Services on credit shall not take effect until the Client has completed a credit application with RJA and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Services request exceeds the Clients credit limit and/or the account exceeds the payment terms, RJA reserves the right to refuse delivery.
- 2.6 None of RJA’s agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of RJA in writing nor is RJA bound by any such unauthorised statements.
- 2.7 New information, improved practices and changes in legislation may require the reinterpretation of Documentation, in whole or in part, after their original issue. RJA reserves the right to alter their conclusions and recommendations in the light of further information that may become available.

3. Electronic Transactions Act

- 3.1 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 & SA), the Electronic Transactions Act 2001 (ACT), the Electronic Transactions (Victoria) Act 2000, the Electronic Transactions (Northern Territory) Act 2000, section 10 of the Electronic Transactions Act 2011 (WA), section 14 of the Electronic Transactions (Queensland) Act 2001, section 7 of the Electronic Transactions Act 2000 (TAS), (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

4. Errors and Omissions

- 4.1 The Client acknowledges and accepts that RJA shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by RJA in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by RJA in respect of the Services.
- 4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of RJA; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

5. Change in Control

- 5.1 The Client shall give RJA 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 number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by RJA as a result of the Client’s failure to comply with this clause.

6. Price and Payment

- 6.1 At RJA's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by RJA to the Client; or
 - (b) RJA'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.
- 6.2 RJA reserves the right to change the Price if a variation to RJA's quotation is requested. Variations will be charged for on the basis of RJA's quotation, and will be detailed in writing, and shown as variations on RJA's invoice. The Client shall be required to respond to any variation submitted by RJA within ten (10) working days. Failure to do so will entitle RJA to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.3 At RJA's sole discretion a non-refundable deposit may be required.
- 6.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by RJA, which may be:
- (a) by way of instalments/progress payments in accordance with RJA's payment schedule;
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by RJA.
- 6.5 Payment may be made by electronic/on-line banking, or by any other method as agreed to between the Client and RJA.
- 6.6 RJA may in its discretion allocate any payment received from the Client towards any invoice that RJA determines and may do so at the time of receipt or at any time afterwards. On any default by the Client RJA may re-allocate any payments previously received and allocated. In the absence of any payment allocation by RJA, payment will be deemed to be allocated in such manner as preserves the maximum value of RJA's Purchase Money Security Interest (as defined in the PPSA) in the Services.
- 6.7 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 RJA nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to RJA an amount equal to any GST RJA must pay for any supply by RJA under this or any other agreement for providing RJA's Services. 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.

7. Provision of the Services

- 7.1 At RJA's sole discretion delivery of the Services shall take place when:
- (a) the Services are supplied to the Client at RJA's address; or
 - (b) the Services are supplied to the Client at the Client's nominated address.
- 7.2 Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Contract.
- 7.3 RJA may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 7.4 Any time specified by RJA for delivery of the Services is an estimate only and RJA will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that RJA is unable to supply the Services as agreed solely due to any action or inaction of the Client then RJA shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.

8. Risk

- 8.1 Irrespective of whether RJA retains ownership of any Documentation all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as RJA may repossess the Documentation in accordance with clause 9.3(c). The Client must insure all Documentation on or before delivery.
- 8.2 RJA reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Documentation as a result of the Client's failure to insure in accordance with clause 8.1.
- 8.3 The Client acknowledges that:
- (a) Documentation provided by RJA present observations made during the course of the Services and factual data obtained. The conclusions and recommendations in the Documentation may be limited to those which are based on the findings of the studies/surveys and information provided by third parties. RJA shall be entitled to assume all third party data to be true and correct and shall not be responsible for inaccuracies in such information; and
 - (b) Documentation are written in the context of an agreed scope of Services and should not be used in a different context.

9. Title to Documentation

- 9.1 RJA and the Client agree that where it is intended that the ownership of Documentation is to pass to the Client that such ownership shall not pass until:
- (a) the Client has paid RJA all amounts owing for the Services; and
 - (b) the Client has met all other obligations due by the Client to RJA in respect of all contracts between RJA and the Client.
- 9.2 Receipt by RJA 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 RJA's ownership or rights in respect of the Documentation shall continue.
- 9.3 It is further agreed that, until ownership of the Documentation passes to the Client in accordance with clause 9.1:
- (a) the Client is only a bailee of the Documentation and must return the Documentation to RJA immediately upon request by RJA;
 - (b) the Client holds the benefit of the Client's insurance of the Documentation on trust for RJA and must pay to RJA the proceeds of any insurance in the event of the Documentation being lost, damaged or destroyed;
 - (c) the Client irrevocably authorises RJA to enter any premises where RJA believes the Documentation are kept and recover possession of the Documentation.

10. Personal Property Securities Act 2009 (“PPSA”)

- 10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 10.2 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:
- (a) all Documentation previously supplied by RJA to the Client;
 - (b) all Documentation will be supplied in the future by RJA to the Client; and
 - (c) all the Client’s present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to RJA for Services – that have previously been provided and that will be provided in the future by RJA to the Client.
- 10.3 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 RJA may reasonably require 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 10.3(a)(i) or 10.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, RJA 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 Documentation charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of RJA;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Documentation in favour of a third party without the prior written consent of RJA.
- 10.4 RJA 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.
- 10.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 10.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 10.7 Unless otherwise agreed to in writing by RJA, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 10.8 The Client must unconditionally ratify any actions taken by RJA under clauses 10.3 to 10.5.
- 10.9 Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

11. Security and Charge

- 11.1 In consideration of RJA agreeing to supply Services, 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 money).
- 11.2 The Client indemnifies RJA from and against all RJA’s costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising RJA’s rights under this clause.
- 11.3 The Client irrevocably appoints RJA and each director of RJA as the Client’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client’s behalf.

12. The Competition and Consumer Act 2010 (CCA) and Fair Trading Acts

- 12.1 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 12.2 Where the Client purchases the Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer’s statutory rights.
- 12.3 Liability of RJA arising out of any one incident whether or not there has been any declaration of value of the Cargo, for breach of warranty implied into these terms and conditions by the Competition and Consumer Act 2010 or howsoever arising, is limited to any of the following as determined by RJA;
- (a) the supplying of the Services again; or
 - (b) the payment of the cost of having the Services supplied again; or
 - (c) where the Client is a consumer as defined in the Competition and Consumer Act 2010 then the Client shall also be entitled to a refund.
 - (d) paying for the Services to be provided again.
- 12.4 If RJA is required to rectify, re-supply, or pay the cost of re-supplying the Services under clause 12.3 or the CCA, but is unable to do so, then RJA may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.

13. Intellectual Property and Confidentiality

- 13.1 In the event a transport feasibility study/survey is requested by the Client, then both parties acknowledge and accept that the Services for such will be subject to a confidentiality agreement independent of this Contract.
- 13.2 The intellectual property (“IP”) of such survey shall remain vested with the Client, however the Client acknowledges and agrees that upon expiry of the confidentiality agreement that the Client provides an exclusive and non-transferable licence to RJA to use any IP within the survey solely in relation to the operation of RJA’s own business/commercial endeavours.
- 13.3 Where RJA has designed, drawn or developed Documentation for the Client, then the copyright in any Documentation shall remain the property of RJA. Under no circumstances may such designs, drawings and documents be used without the express written approval of RJA.

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- 13.4 The Client agrees that RJA may (at no cost) use for the purposes of marketing or entry into any competition, any Documentation which RJA has created for the Client.
- 13.5 Both parties shall not use, divulge or communicate to any person any Confidential Information, and shall exercise good and proper judgement and discretion to limit disclosure of any Confidential Information (or any part of it) to its contractors, employees, agents and customers, concerning this Contract between the Client and RJA, unless such use or disclosure is necessary for performance of their obligations under this Contract.

14. Use of Reports and Advice

- 14.1 Any advice that RJA gives to the Client, its employees or agents is for the Client's exclusive use and must be used only for the purpose described.
- 14.2 Unless RJA gives the Client prior written consent, the advice:
- (a) must not be used or disclosed for any other purpose, referred to in any document or made available to any other person, except the Client's lawyers or other professional advisor assisting in the Services; and
 - (b) may not be relied upon by any other party other than the Client.
- 14.3 RJA is not responsible to any other party other than the Client, who is provided with or obtains a copy of RJA's advice.
- 14.4 RJA's advice may, on occasion, be given to the Client in draft form or orally only on the basis that the Client may not rely on advice in that form. Accordingly, RJA shall not be responsible if the Client or any other party relies on the advice or chooses to act, or refrains from acting, on the basis of any draft advice or oral comments or advice.
- 14.5 The Client acknowledges that the signed copy of RJA's final advice is the definitive version.
- 14.6 Sometimes circumstances may change after RJA has provided their final advice to the Client. If this happens RJA will not update any final advice it has provided to the Client under these terms and conditions. If the Client would like RJA to update their final advice, they must contact RJA and both parties can discuss a suitable term of engagement with the Client.

15. Default and Consequences of Default

- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at RJA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Client owes RJA any money the Client shall indemnify RJA from and against all costs and disbursements incurred by RJA in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, RJA's contract default fee, and bank dishonour fees).
- 15.3 Further to any other rights or remedies RJA may have under this Contract, if a Client has made payment to RJA, 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 RJA under this clause 14 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.
- 15.4 Without prejudice to RJA's other remedies at law RJA shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to RJA shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to RJA becomes overdue, or in RJA'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 RJA;
 - (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.

16. Cancellation

- 16.1 Without prejudice to any other remedies RJA may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions RJA may suspend or terminate the supply of Services to the Client. RJA will not be liable to the Client for any loss or damage the Client suffers because RJA has exercised its rights under this clause.
- 16.2 RJA may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Client. On giving such notice RJA shall repay to the Client any money paid by the Client for the Services. RJA shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.3 In the event that the Client cancels delivery of the Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by RJA as a direct result of the cancellation (including, but not limited to, any loss of profits).

17. Liability Limitations

- 17.1 Except as is specified in clause 12, the liability limitations of RJA, its partners, associates, and employees shall exclude any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by RJA of these terms and conditions.
- 17.2 The maximum liability of RJA under this Contract shall at no time exceed the amount of Professional Indemnity insurance cover in respect of any single act, omission or statement, unless otherwise specified in RJA's proposal.
- 17.3 The Client agrees to indemnify RJA, (including its partners, associates or employees) and any other person who may be sought to be made liable in excess of the limit of liability described in clause 17.1 in respect of any activity arising from, or connected with, this Contract in respect of any claim of whatsoever kind, that may be made by any person and any costs and expenses that may be incurred by RJA. All references herein to loss or damage shall be deemed to exclude loss or damage sustained by any third party in respect of which the Client is liable and responsible (as between the Client and the third party) whether by statute, contract tort or otherwise.
- 17.4 The liability of RJA to the Client shall expire twelve (12) months from the issue of the last invoice relevant to the particular project, unless in the meantime the Client has made a claim in writing to RJA, specifying a negligent act, omission or statement said to have caused alleged loss or damage sustained or sustainable.
- 17.5 Notwithstanding clauses 17.1 to 17.4, RJA shall not be liable for any loss or damage sustained or sustainable by a Client in relation to:
- (a) errors occurring in plans, designs or specifications not created or prepared by RJA;

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- (b) errors occurring during the course of any services which are not provided by, nor the responsibility of, RJA;
- (c) the use of any Documentation or other information of advice without the approval of RJA.

18. Dispute Resolution

- 18.1 If a dispute arises between the parties to this Contract then either party shall send to the other party a notice of dispute in writing adequately identifying 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.

19. Insurance

- 19.1 RJA shall effect and maintain the following insurances in connection with this provision of RJA's Services:
- (a) Public Liability Insurance (\$20m);
 - (b) Workers Compensation Insurance (\$50m), *if applicable*;
 - (c) Professional Indemnity Insurance (\$5m).
- 19.2 RJA may arrange (a) and (c) with an insurance company/broker of their choice.
- 19.3 The Professional Indemnity Insurance shall be maintained for not less than the period set out in the proposal and for an amount not less than that specified in the proposal.
- 19.4 Before RJA commences work and whenever requested in writing by the Client so to do, RJA will produce evidence to the Client's satisfaction and approval of the insurance required by this clause 17 have been effected and maintained.

20. Privacy Policy

- 20.1 All emails, documents, images or other recorded information held or used by RJA is Personal Information, as defined and referred to in clause 20.3, and therefore considered Confidential Information. RJA 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, 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"). RJA acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Clients Personal Information, held by RJA that may result in serious harm to the Client, RJA 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 by written consent, unless subject to an operation of law.
- 20.2 Notwithstanding clause 20.1, privacy limitations will extend to RJA in respect of Cookies where transactions for purchases/orders transpire directly from RJA's website. RJA 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 RJA when RJA sends an email to the Client, so RJA may collect and review that information ("collectively Personal Information")
- In order to enable / disable 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 RJA's website.
- 20.3 The Client agrees for RJA 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 RJA.
- 20.4 The Client agrees that RJA 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.
- 20.5 The Client consents to RJA being given a consumer credit report to collect overdue payment on commercial credit.
- 20.6 The Client agrees that personal credit information provided may be used and retained by RJA for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Services; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Services.
- 20.7 RJA 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.
- 20.8 The information given to the CRB may include:
- (a) Personal Information as outlined in 20.3 above;
 - (b) name of the credit provider and that RJA 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 RJA has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of RJA, 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).
- 20.9 The Client shall have the right to request (by e-mail) from RJA:
- (a) a copy of the Personal Information about the Client retained by RJA and the right to request that RJA correct any incorrect Personal Information; and
 - (b) that RJA does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 20.10 RJA 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.
- 20.11 The Client can make a privacy complaint by contacting RJA via e-mail. RJA 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.
- 21. Other Applicable Legislation**
- 21.1 At RJA's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 (Victoria), Building and Construction Industry Security of Payments Act 1999 (New South Wales), Construction Contracts Act 2004 (Western Australia), Building Industry Fairness (Security of Payment) Act 2017 (Queensland), Construction Contracts (Security of Payments) Act (Northern Territory of Australia), Building and Construction Industry Security of Payments Act 2009 (Tasmania), Building and Construction Industry Security of Payments Act 2009 (South Australia) and Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply.
- 21.2 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 21.1 (each as applicable), except to the extent permitted by the Act where applicable.
- 22. Trusts**
- 22.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not RJA may have notice of the Trust, the Client covenants with RJA as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
 - (b) 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;
 - (c) the Client will not without consent in writing of RJA (RJA will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
- 23. General**
- 23.1 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.
- 23.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which RJA has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 23.3 RJA may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 23.4 The Client cannot licence or assign without the written approval of RJA.
- 23.5 RJA 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 RJA's sub-contractors without the authority of RJA.
- 23.6 The Client agrees that RJA 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 RJA to provide Services to the Client.
- 23.7 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.
- 23.8 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.