

Scratchless Glass Australia - Terms & Conditions of Trade

Definitions

1.1 "Seller" means S&F Hodgson Investments Pty Ltd as Trustee for the Hodgson Family Trust T/A Scratchless Glass Australia...
1.2 "Services" means all Services (including consultation, manufacturing and/or installation services) or Goods supplied by the Seller to the Client...
1.3 "Price" means the Price payable (plus any GST where applicable) for the Services as agreed between the Seller and the Client...
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 delivery of any Services...
3. Errors and Omissions
3.1 The Client acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s)...

(i) the Goods are delivered by the Seller or the Seller's nominated carrier to the Client's nominated delivery address...
(b) when the Seller is to both supply and install Goods then the Seller shall maintain a contract works insurance policy until the Services are completed...
1.2 Notwithstanding the provisions of clause 1.1 if the Client specifically requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such materials shall always be left at sole risk of the Client...
1.3 The Client warrants that the existing surface upon which Goods are to be applied, is sound and of suitable condition...
1.4 Where the Seller gives advice or recommendations to the Client, or the Client's agent, with specific instructions regarding the Services...
1.5 The Seller shall be liable for any loss, damages or costs however arising as a result of the Seller's negligence or the negligence of any subcontractors or suppliers...
1.6 The Seller shall be liable for any loss, damages or costs however arising as a result of the Seller's negligence or the negligence of any subcontractors or suppliers...
1.7 The Seller shall be liable for any loss, damages or costs however arising as a result of the Seller's negligence or the negligence of any subcontractors or suppliers...
1.8 The Seller shall be liable for any loss, damages or costs however arising as a result of the Seller's negligence or the negligence of any subcontractors or suppliers...
1.9 The Seller shall be liable for any loss, damages or costs however arising as a result of the Seller's negligence or the negligence of any subcontractors or suppliers...
1.10 The Seller shall be liable for any loss, damages or costs however arising as a result of the Seller's negligence or the negligence of any subcontractors or suppliers...

Unless otherwise agreed to in writing by the Seller, the Client waives his right to receive a verification statement in accordance with section 57 of the PPSPA...
The Client shall conditionally ratify any actions taken by the Seller under clauses 11.3 to 11.5...
Security and Charge
In consideration of the Seller agreeing to supply the Goods, 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...
Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
The Client must inspect all Goods (48 hours of delivery notice) and notify the Seller in writing of any defects or damage...
Access and Outside Agents
The Seller shall ensure that the Seller has clear and free access to the site at all times to enable them to provide the Services...
Compliance with Laws
The Client and the Seller shall comply with the provisions of all laws, regulations, codes of practice, laws and other public authorities that may be applicable to the Services...
Title
The Seller and the Client agree that ownership of the Goods shall not pass until...
Intellectual Property
The Client agrees that the Seller may (at no cost) use for the production of marketing and promotional material any documents, designs, drawings, plans or products which the Seller has created for the Client...
Default and Consequences of Default
Interest on overdue invoices shall accrue daily from the date when payment becomes due...
Cancellation
Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Services to the Client...
Dispute Resolution
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 immediately following the event giving rise to the dispute...
Privacy Act 1988
The Client agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, age, B. occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Seller...
The Client agrees that the Seller may exchange information about the Client with those credit providers and with related body corporates for the following purposes: