

R & A Ross Transport Pty Ltd – Terms and Conditions

1.	Definitions	(f) it is the Client's sole responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery.	17.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and create a security interest in:
1.1	"Company" shall mean R & A Ross Transport Pty Ltd (as trustee for R & A Ross Transport Discretionary Trust) T/A R & A Ross Transport Pty Ltd and its successors and assigns or any person acting on behalf of and with the authority of R & A Ross Transport Pty Ltd (as trustee for R & A Ross Transport Discretionary Trust) T/A R & A Ross Transport Pty Ltd.	Insurance The Company is under no obligation whatsoever to effect insurance on any Goods, nor arrange for any Subcontractor or agent engaged in the course of providing the Services to effect such insurance, and: (a) the Goods are carried and stored at all times at the Client's sole risk and not at the risk of the Company; (b) it remains the Client's responsibility (and expense) to ensure that the Goods are insured adequately (or at all) and that such insurance remains current during such period as the Goods are in the custody, possession or control of the Company;	(a) Goods that have previously been carried and/or stored and any Goods that will be carried and/or stored in the future by the Company to the Client; and/or (b) 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 the Company's Services – that have previously been provided and that will be provided in the future by the Company to the Client.
1.2	"Sub-Contractor" shall mean and include: (a) railcars or airways operated by the Commonwealth or any state or any other country or by any corporation; or (b) any other person or entity with whom the Company may arrange for the carriage or storage of any Goods the subject of the contract; or (c) any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to in sub-clauses (a) and (b).	(c) under no circumstances will the Company be under any liability with respect to the arranging of any such insurance and no claim will be made against the Company for failure to arrange or ensure that the Goods are insured adequately or at all.	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 the Company may reasonably require to: (i) register a financing statement or financing charge 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 17.3(a)(i) or 17.3(a)(ii); (b) indemnify, and upon demand reimburse, the Company 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 registration made thereby; (c) not register a financing charge statement in respect of a security interest without the prior written consent of the Company; (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the registration in favour of a third party without the prior written consent of the Company.
1.3	"Client" means any person's requesting the Company to provide the Services (or person's acting on behalf of and with the authority of the Client) as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.	Delivery of the Goods The Company shall be deemed to duly deliver the Goods, and discharge its obligations hereunder, by delivering the Goods to a person and location authorised or directed by the Client in writing, or at any other location directed by the Client orally.	17.3 (e) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register; (i) register any other document required to be registered by the PPSA; or (ii) correct a defect in a statement referred to in clause 17.3(a)(i) or 17.3(a)(ii); (b) indemnify, and upon demand reimburse, the Company 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 registration made thereby; (c) not register a financing charge statement in respect of a security interest without the prior written consent of the Company; (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the registration in favour of a third party without the prior written consent of the Company.
1.4	"Consignee" shall mean the person to whom the Goods are to be delivered by way of the Company's Services.	The Company shall have no liability, implied or otherwise, in respect of COD payments which may be collected by any of its servants or agents on behalf of the Client or any of its clients when making deliveries, and if, notwithstanding this clause, any such liability does attach to the Company, then the Client will indemnify the Company in respect of any such liability.	17.4 The Company 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. 17.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. 17.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
1.5	"Services" shall mean all services supplied by the Company to the Client (including, but not limited to, anything done to or be done in relation to the Goods, or the provision of any services ancillary to the Goods such as moving, storing or leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transhipping, or otherwise handling the Goods, or anything else done in relation thereto), including the offering of any advice or recommendations.	Loss or Damage Subject to clause 14, and any statutory provisions imposing liability in respect of the loss of or damage to the Goods, the Company shall not be under any liability for: (a) Any loss or damage suffered by the Client (or any third party) as a result of the Client continuing to use the Goods after the expiry of the period of storage agreed; (b) any delay or any loss or damage to the Goods occasioned during carriage arising from any Force Majeure; (c) deterioration, contamination (including any contamination of any grain or other cargo compromising the Goods), wrongful delivery, mis-delivery, delay in delivery or non-delivery of the Goods whenever or howsoever occurring (and whether the Goods are or are not in the custody, possession or control of the Company); (d) any instructions, advice, information or service given or provided to any person, whether in respect of the Goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay; and (e) any act or omission whether willful, reckless, negligent or otherwise of the Company, or its servants or agents or subcontractors;	17.7 Unless otherwise agreed to in writing by the Company, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. 17.8 The Client must unconditionally ratify any actions taken by the Company under clauses 17.3 to 17.5. 17.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
1.6	"Goods" shall mean cargo together with any container, packaging, or pallet(s) to be moved from one place to another by way of the Company's Services, or for storage by the Company.	(f) any latent defect or inherent vice or natural deterioration or wastage of the Goods or packaging; (g) any act, omission or neglect of the Client, including any breach of its obligations under this agreement, insufficient or improper packaging, labelling or addressing, or failure to take delivery, or any handling, loading, storage or unloading of the Goods.	18. Security and Charge 18.1 The Client agrees to the Company agreeing to provide the 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). 18.2 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 18.3 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
1.7	"Price" shall mean the cost of the Services as agreed between the Company and the Client subject to clause 4 of this contract.	Where the legislation referred to in clause 14 allows for the limitation of the Company's liability, then the liability is limited to the payment of the cost of replacement of the Goods, or the replacement of the lost or damaged goods, not exceeding an amount of twenty dollars (\$20.00).	19. Privacy Act 1988 19.1 The Client agrees for the Company 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 the Company. 19.2 The Client agrees that the Company 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.
2.	Acceptance	Conditions of Storage The Company is authorised to remove the Goods from one warehouse to another without cost to the Client. The Company will notify the Client of removal and advise the address of the warehouse to which the Goods are being removed not less than five (5) days before removal (except in emergency, when such notice will be given as soon as possible). The Client is entitled, upon giving the Company reasonable notice, to inspect the Goods in store but a reasonable charge may be made by the Company for this service. Subject to payment for the balance of any fixed or minimum period of storage agreed, the Client may require the Goods to be removed from the store at any time on giving the Company not less than five (5) working days' notice. If the Client gives the Company less than the required notice, the Company will still use its best endeavours to meet the Client's requirements, but shall be entitled to make a reasonable additional charge for the short notice.	19.3 The Client consents to the Company being given a consumer credit report to collect overdue payment on commercial credit. 19.4 The Client agrees that personal credit information provided may be used and retained by the Company 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. 19.5 The Company 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. 19.6 The information given to the CRB may include: (a) personal information as outlined in 19.1 above; (b) name of the credit provider and that the Company 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 the Company has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of the Company, 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). 19.7 The Client shall have the right to request (by e-mail) from the Company: (a) a copy of the information about the Client retained by the Company and the right to request that the Company correct any incorrect information; and (b) that the Company does not disclose any personal information about the Client for the purpose of direct marketing. 19.8 The Company 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. 19.9 The Client can make a privacy complaint by contacting the Company via e-mail. The Company 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.
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 the Company.	11.2 The Client is entitled, upon giving the Company reasonable notice, to inspect the Goods in store but a reasonable charge may be made by the Company for this service. Subject to payment for the balance of any fixed or minimum period of storage agreed, the Client may require the Goods to be removed from the store at any time on giving the Company not less than five (5) working days' notice. If the Client gives the Company less than the required notice, the Company will still use its best endeavours to meet the Client's requirements, but shall be entitled to make a reasonable additional charge for the short notice.	19.10 The Client agrees to the Company agreeing to provide the 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). 19.11 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 19.12 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
2.2	These terms and conditions may only be amended with the Company's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Company.	11.3 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.11 The Client agrees to the Company agreeing to provide the 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). 19.12 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 19.13 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
2.3	These terms and conditions are to be read in conjunction with the Company's quotation, consignment note, agreement, airway bills, manifests, or any other forms as provided by the Company to the Client. If there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail. In the absence of manifest error, a written notice by the Company of the charges due and payable shall be conclusive evidence of the same.	11.4 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.14 The Client agrees to the Company agreeing to provide the 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). 19.15 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 19.16 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
2.4	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 or any other applicable provisions of that Act or any Regulations referred to in that Act.	11.5 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.17 The Client agrees to the Company agreeing to provide the 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). 19.18 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 19.19 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
2.5	Any time specified for the Company's provision of the Services is an estimate only and the Company will not be liable for any loss or damage incurred by the Client as a result of any delay. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that the Company is unable to provide the Services as agreed solely due to any action or inaction of the Client then the Company shall be entitled to charge a reasonable fee for re-acting the Services at a later time and date.	11.6 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.20 The Client agrees to the Company agreeing to provide the 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). 19.21 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 19.22 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
3.	Change in Control	11.7 The Client is entitled, upon giving the Company reasonable notice, to inspect the Goods in store but a reasonable charge may be made by the Company for this service. Subject to payment for the balance of any fixed or minimum period of storage agreed, the Client may require the Goods to be removed from the store at any time on giving the Company not less than five (5) working days' notice. If the Client gives the Company less than the required notice, the Company will still use its best endeavours to meet the Client's requirements, but shall be entitled to make a reasonable additional charge for the short notice.	19.23 The Client consents to the Company being given a consumer credit report to collect overdue payment on commercial credit. 19.24 The Client agrees that personal credit information provided may be used and retained by the Company 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. 19.25 The Company 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. 19.26 The information given to the CRB may include: (a) personal information as outlined in 19.1 above; (b) name of the credit provider and that the Company 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 the Company has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of the Company, 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). 19.27 The Client shall have the right to request (by e-mail) from the Company: (a) a copy of the information about the Client retained by the Company and the right to request that the Company correct any incorrect information; and (b) that the Company does not disclose any personal information about the Client for the purpose of direct marketing. 19.28 The Company 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. 19.29 The Client can make a privacy complaint by contacting the Company via e-mail. The Company 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.
3.1	The Client shall give the Company 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, or business practice). The Client shall be liable for any loss incurred by the Company as a result of the Client's failure to comply with this clause.	11.8 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.27 The Client shall have the right to request (by e-mail) from the Company: (a) a copy of the information about the Client retained by the Company and the right to request that the Company correct any incorrect information; and (b) that the Company does not disclose any personal information about the Client for the purpose of direct marketing. 19.28 The Company 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. 19.29 The Client can make a privacy complaint by contacting the Company via e-mail. The Company 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.
4.	Price and Payment	11.9 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.28 The Company 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. 19.29 The Client can make a privacy complaint by contacting the Company via e-mail. The Company 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.
4.1	At the Company's sole discretion the Price shall be either: (a) as indicated on invoices provided by the Company to the Client in respect of Services provided; (b) the Company's quoted Price (subject to clause 4.2) which shall be binding upon the Company provided that the Client shall accept in writing the Company's quotation within thirty (30) days.	11.10 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.30 The Client agrees to the Company agreeing to provide the 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). 19.31 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 19.32 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
4.2	The Company reserves the right to change the Price: (a) if a variation to the Company's quotation is requested or required (including as to the nature or quantity of the Goods, nature and location of the collection and/or delivery of the Goods, facilities available for loading or unloading, weather conditions or delays beyond the control of the Company, delivery times or date and otherwise, etc.); (b) to reflect any increases to the Company in the cost of providing the Services which are beyond the reasonable control of the Company (including, without limitation, increases in the cost of labour or materials, foreign exchange fluctuations, or increases in fuel, fuel levies, taxes, customs duties or insurance premiums or warehousing costs); (c) for any delay over fifteen (15) minutes in either loading and/or unloading (from when the Company arrives onsite), occurring other than from the Company's default; (d) where the Price is calculated by weight, measurement or value, the Company may at any time re-weigh, or re-value or re-measure or require the Goods to be re-weighed, or re-valued or re-measured and charge proportional additional freight accordingly.	11.11 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.33 The Client consents to the Company being given a consumer credit report to collect overdue payment on commercial credit. 19.34 The Client agrees that personal credit information provided may be used and retained by the Company 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. 19.35 The Company 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. 19.36 The information given to the CRB may include: (a) personal information as outlined in 19.1 above; (b) name of the credit provider and that the Company 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 the Company has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of the Company, 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). 19.37 The Client shall have the right to request (by e-mail) from the Company: (a) a copy of the information about the Client retained by the Company and the right to request that the Company correct any incorrect information; and (b) that the Company does not disclose any personal information about the Client for the purpose of direct marketing. 19.38 The Company 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. 19.39 The Client can make a privacy complaint by contacting the Company via e-mail. The Company 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.
4.3	At the Company's sole discretion, a non-refundable deposit may be required.	11.12 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.40 The Client agrees to the Company agreeing to provide the 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). 19.41 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 19.42 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
4.4	Time for payment of the Services being of the essence, the Price will be payable by the Client on the date/s determined by the Company, which may be: (a) on delivery of the Goods; (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 fourteen (14) days following the end of the month of the date of any invoice/s and/or statement furnished to the Client by the Company.	11.13 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.43 The Client consents to the Company being given a consumer credit report to collect overdue payment on commercial credit. 19.44 The Client agrees that personal credit information provided may be used and retained by the Company 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. 19.45 The Company 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. 19.46 The information given to the CRB may include: (a) personal information as outlined in 19.1 above; (b) name of the credit provider and that the Company 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 the Company has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of the Company, 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). 19.47 The Client shall have the right to request (by e-mail) from the Company: (a) a copy of the information about the Client retained by the Company and the right to request that the Company correct any incorrect information; and (b) that the Company does not disclose any personal information about the Client for the purpose of direct marketing. 19.48 The Company 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. 19.49 The Client can make a privacy complaint by contacting the Company via e-mail. The Company 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.
4.5	Payment may be made by cheque, electronic/on-line banking, or by any other method as agreed between the Client and the Company.	11.14 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.50 The Client agrees to the Company agreeing to provide the 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). 19.51 The Client indemnifies the Company from and against all the Company's costs and disbursements (including legal costs) of a solicitor and own client basis incurred in exercising the Company's rights under this clause. 19.52 The Client irrevocably appoints the Company and each director of the Company as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.
4.6	Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Company an amount equal to any GST the Company must pay for any provision of Services by the Company 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.	11.15 The Client agrees to remove the Goods from storage within twenty-eight (28) days of a written notice of requirement from the Company to do so. In default, the Company may, after fourteen (14) days' notice to the Client, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable by private treaty, and apply the net proceeds in satisfaction of any amount owing by the Client to the Company.	19.53 The Client consents to the Company