

Andel Plumbing & Gas Fitting Andel Commercial Plumbing Dalyellup Plumbing & Gas Fitting

1. Definitions

- 1.1 “Copperfield Enterprises” means Copperfield Enterprises Pty Ltd T/A Andel Plumbing & Gas Fitting OR Andel Commercial Plumbing OR Dalyellup Plumbing & Gas Fitting, its successors and assigns or any person acting on behalf of and with the authority of Copperfield Enterprises Pty Ltd T/A Andel Plumbing & Gas Fitting OR Andel Commercial Plumbing OR Dalyellup Plumbing & Gas Fitting.
- 1.2 “Client” means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 “Goods” means all Goods or Services supplied by Copperfield Enterprises 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).
- 1.4 “Price” means the Price payable for the Goods as agreed between Copperfield Enterprises and the Client in accordance with clause 4 below.

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 the Goods.
- 2.2 These terms and conditions may only be amended with Copperfield Enterprises’ consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Copperfield Enterprises.
- 2.3 Where the Client requesting or organising Copperfield Enterprises to provide Services is acting with or on behalf of any third party and that third party is intended to be responsible for the payment (or any part thereof) of the Price then in the event that the third party does not pay for the Services when due, the Client acknowledges that they shall be liable for the payment of the Price as if they had contracted the Services on their own behalf.
- 2.4 The Client acknowledges and agrees that it is their responsibility to obtain any necessary approvals or permits from local council or government for the Services. Copperfield Enterprises shall not be held liable for the Client’s failure to comply with this clause.

3. Change in Control

- 3.1 The Client shall give Copperfield Enterprises 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 Copperfield Enterprises as a result of the Client’s failure to comply with this clause.

4. Price and Payment

- 4.1 At Copperfield Enterprises’ sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by Copperfield Enterprises to the Client; or
 - (b) Copperfield Enterprises’ quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 Copperfield Enterprises reserves the right to change the Price if a variation to Copperfield Enterprises’ quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of increases to Copperfield Enterprises in the cost of taxes, levies, materials and labour or where additional Services are required due to the discovery of hidden or unidentifiable difficulties including, but not limited to, poor weather conditions, limitations to accessing the site, availability of Goods, hard rock barriers below the surface or iron reinforcing rods in concrete, obscured building defects, safety considerations, prerequisite work by any third party not being completed or hidden pipes and wiring in walls etc which are only discovered on commencement of the Services) will be charged for on the basis of Copperfield Enterprises’ quotation and will be shown as variations on the invoice.
- 4.3 At Copperfield Enterprises’ sole discretion a non-refundable deposit may be required.
- 4.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Copperfield Enterprises, which may be:
- (a) on delivery of the Goods;
 - (b) before delivery of the Goods;
 - (c) by way of instalments/progress payments in accordance with Copperfield Enterprises’ payment schedule;
 - (d) thirty (30) days following the end of the month in which a statement is posted to the Client’s address or address for notices;
 - (e) the date specified on any invoice or other form as being the date for payment; or
 - (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Copperfield Enterprises.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by any other method as agreed to between the Client and Copperfield Enterprises.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Copperfield Enterprises an amount equal to any GST Copperfield Enterprises must pay for any supply by Copperfield Enterprises under this or any other agreement for the sale of the 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

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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.

5. Delivery of Goods

- 5.1 Delivery (“**Delivery**”) of the Goods is taken to occur at the time that Copperfield Enterprises (or Copperfield Enterprises’ nominated carrier) delivers the Goods to the Client’s nominated address even if the Client is not present at the address.
- 5.2 At Copperfield Enterprises’ sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
- 5.3 Subject to clause 5.4 it is Copperfield Enterprises’ responsibility to ensure that the Services start as soon as it is reasonably possible.
- 5.4 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that Copperfield Enterprises claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Copperfield Enterprises’ control, including but not limited to any failure by the Client to:
 - (a) make a selection; or
 - (b) have the site ready for the Services; or
 - (c) notify Copperfield Enterprises that the site is ready.
- 5.5 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Copperfield Enterprises shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.6 Copperfield Enterprises 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.
- 5.7 Any time or date given by Copperfield Enterprises to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and Copperfield Enterprises will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

6. Risk

- 6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Copperfield Enterprises is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Copperfield Enterprises is sufficient evidence of Copperfield Enterprises’ rights to receive the insurance proceeds without the need for any person dealing with Copperfield Enterprises to make further enquiries.
- 6.3 If the Client requests Copperfield Enterprises to leave Goods outside Copperfield Enterprises’ premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client’s sole risk.
- 6.4 Any advice, recommendation, information, assistance or service provided by Copperfield Enterprises in relation to Goods or Services supplied is given in good faith is based on Copperfield Enterprises own knowledge and experience and shall be accepted without liability on the part of Copperfield Enterprises and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Goods or Services.
- 6.5 Where Copperfield Enterprises is required to install the Goods the Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Copperfield Enterprises shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
- 6.6 The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Copperfield Enterprises reserves the right to vary the Price with alternative Goods as per clause 4.2. Copperfield Enterprises also reserves the right to halt all Services until such time as Copperfield Enterprises and the Client agree to such changes.
- 6.7 Copperfield Enterprises shall not be liable for any loss or damage caused in accessing the work site beyond reasonable control of Copperfield Enterprises (including, without limitation, to ceiling tiles and panels, face brickwork and rendered masonry services) which Copperfield Enterprises may have to break into or disturb in performance of the Services), unless due to the negligence of Copperfield Enterprises.
- 6.8 The Client acknowledges that the presence of plant or tree root growth and/or other blockages may indicate damaged pipe work and therefore where Copperfield Enterprises is requested to merely clear such blockages, Copperfield Enterprises can offer no guarantee against reoccurrence or further damage. In the event of collapse during the pipe clearing process, Copperfield Enterprises will immediately advise the Client of the same and shall provide the Client with an estimate for the full repair of the damaged pipe work.
- 6.9 The Client acknowledges that Copperfield Enterprises is only responsible for parts that are replaced by Copperfield Enterprises and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify Copperfield Enterprises against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising (including, but not limited to, loss of perishables, flooding and/or damage to clothing).

7. Client's Responsibilities

- 7.1 It is the Client's responsibility to;
- (a) have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation; and
 - (b) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by Copperfield Enterprises in this regard; and
 - (c) supply power to within eight (8) metres of the project; and
 - (d) make the premises available on the agreed date and time. If installation is interrupted by the failure of the Client to adhere to the installation schedule agreed to between Copperfield Enterprises and the Client, any additional costs will be invoiced to the Client as an extra.
- 7.2 Copperfield Enterprises is not insured to remove furniture or fittings and will not do so, nor is Copperfield Enterprises licensed to move electrical appliances.
- 7.3 The Client acknowledges that in the event **asbestos** or any other toxic substances are discovered at the worksite that it is their responsibility to ensure the safe removal of the same. The Client further agrees to indemnify Copperfield Enterprises against any costs incurred by Copperfield Enterprises as a consequence of such discovery. Under no circumstances will Copperfield Enterprises handle removal of asbestos product.
- 7.4 The Client acknowledges that it is their responsibility to ensure that all Goods, plant or equipment which Copperfield Enterprises is required to install (or to connect any of its Goods to) are of the correct type, size, rating, standard, quality, colour and finish, conform with all relevant Australian standards and local statutory requirements, and are as specified in the specifications, drawings and plans upon which Copperfield Enterprises based the quotation on and therefore, the Client agrees to indemnify Copperfield Enterprises against any costs incurred by Copperfield Enterprises in rectifying such errors if required.

8. Accuracy of Client's Plans and Measurements

- 8.1 Copperfield Enterprises shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Copperfield Enterprises accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 8.2 In the event the Client gives information relating to measurements and quantities of the Goods required to complete the services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or Copperfield Enterprises places an order based on these measurements and quantities. Copperfield Enterprises accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.

9. Access

- 9.1 The Client shall ensure that Copperfield Enterprises has clear and free access to the work site at all times to enable them to undertake the Services. Copperfield Enterprises shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Copperfield Enterprises.

10. Underground Locations

- 10.1 Prior to Copperfield Enterprises commencing any work the Client must advise Copperfield Enterprises of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 10.2 Whilst Copperfield Enterprises will take all care to avoid damage to any underground services the Client agrees to indemnify Copperfield Enterprises in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.

11. Title

- 11.1 Copperfield Enterprises and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid Copperfield Enterprises all amounts owing to Copperfield Enterprises; and
 - (b) the Client has met all of its other obligations to Copperfield Enterprises.
- 11.2 Receipt by Copperfield Enterprises 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.
- 11.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Goods and must return the Goods to Copperfield Enterprises on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Copperfield Enterprises and must pay to Copperfield Enterprises the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) 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 Copperfield Enterprises and must pay or deliver the proceeds to Copperfield Enterprises on demand.

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- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Copperfield Enterprises and must sell, dispose of or return the resulting product to Copperfield Enterprises as it so directs.
- (e) the Client irrevocably authorises Copperfield Enterprises to enter any premises where Copperfield Enterprises believes the Goods are kept and recover possession of the Goods.
- (f) Copperfield Enterprises may recover possession of any Goods in transit whether or not delivery has occurred.
- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Copperfield Enterprises.
- (h) Copperfield Enterprises may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

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

- 12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2 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 all Goods that have previously been supplied and that will be supplied in the future by Copperfield Enterprises to the Client.
- 12.3 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 Copperfield Enterprises 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 12.3(a)(i) or 12.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, Copperfield Enterprises 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 Goods charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Copperfield Enterprises;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Copperfield Enterprises;
 - (e) immediately advise Copperfield Enterprises of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 12.4 Copperfield Enterprises 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.
- 12.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 12.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by Copperfield Enterprises, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8 The Client must unconditionally ratify any actions taken by Copperfield Enterprises under clauses 12.3 to 12.5.
- 12.9 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.

13. Security and Charge

- 13.1 In consideration of Copperfield Enterprises 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, 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).
- 13.2 The Client indemnifies Copperfield Enterprises from and against all Copperfield Enterprises’ costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Copperfield Enterprises’ rights under this clause.
- 13.3 The Client irrevocably appoints Copperfield Enterprises and each director of Copperfield Enterprises as the Client’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client’s behalf.

14. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 14.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify Copperfield Enterprises 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 any such defect becomes evident. Upon such notification the Client must allow Copperfield Enterprises to inspect the Goods.
- 14.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).

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- 14.3 Copperfield Enterprises acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 14.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Copperfield Enterprises makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Copperfield Enterprises' liability in respect of these warranties is limited to the fullest extent permitted by law.
- 14.5 If the Client is a consumer within the meaning of the CCA, Copperfield Enterprises' liability is limited to the extent permitted by section 64A of Schedule 2.
- 14.6 If Copperfield Enterprises is required to replace the Goods under this clause or the CCA, but is unable to do so, Copperfield Enterprises may refund any money the Client has paid for the Goods.
- 14.7 If the Client is not a consumer within the meaning of the CCA, Copperfield Enterprises' liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by Copperfield Enterprises at Copperfield Enterprises' sole discretion;
 - (b) limited to any warranty to which Copperfield Enterprises is entitled, if Copperfield Enterprises did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 14.8 Subject to this clause 14, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 14.1; and
 - (b) Copperfield Enterprises has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 14.9 Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, Copperfield Enterprises shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Goods;
 - (b) the Client using the Goods for any purpose other than that for which they were designed;
 - (c) 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;
 - (d) the Client failing to follow any instructions or guidelines provided by Copperfield Enterprises;
 - (e) fair wear and tear, any accident, or act of God.
- 14.10 Notwithstanding anything contained in this clause if Copperfield Enterprises is required by a law to accept a return then Copperfield Enterprises will only accept a return on the conditions imposed by that law.

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 Copperfield Enterprises' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Client owes Copperfield Enterprises any money the Client shall indemnify Copperfield Enterprises from and against all costs and disbursements incurred by Copperfield Enterprises in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Copperfield Enterprises' contract default fee, and bank dishonour fees).
- 15.3 Without prejudice to any other remedies Copperfield Enterprises may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Copperfield Enterprises may suspend or terminate the supply of Goods to the Client. Copperfield Enterprises will not be liable to the Client for any loss or damage the Client suffers because Copperfield Enterprises has exercised its rights under this clause.
- 15.4 Without prejudice to Copperfield Enterprises' other remedies at law Copperfield Enterprises shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Copperfield Enterprises shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Copperfield Enterprises becomes overdue, or in Copperfield Enterprises' opinion the Client will be unable to make a payment when it falls due;
 - (b) 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
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

16. Compliance with Laws

- 16.1 The Client and Copperfield Enterprises shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 16.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
- 16.3 The Client agrees that the site will comply with any work health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

17. Cancellation

- 17.1 Copperfield Enterprises 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

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Copperfield Enterprises shall repay to the Client any money paid by the Client for the Goods. Copperfield Enterprises shall not be liable for any loss or damage whatsoever arising from such cancellation.

- 17.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Copperfield Enterprises as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 17.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

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:
- (e) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (f) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

19. Privacy Act 1988

- 19.1 The Client agrees for Copperfield Enterprises 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 Copperfield Enterprises.
- 19.2 The Client agrees that Copperfield Enterprises 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 years.
- 19.3 The Client consents to Copperfield Enterprises 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 Copperfield Enterprises for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; 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 Goods.
- 19.5 Copperfield Enterprises 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 Copperfield Enterprises 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 Copperfield Enterprises has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of Copperfield Enterprises, 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 Copperfield Enterprises:
- (a) a copy of the information about the Client retained by Copperfield Enterprises and the right to request that Copperfield Enterprises correct any incorrect information; and
 - (b) that Copperfield Enterprises does not disclose any personal information about the Client for the purpose of direct marketing.

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- 19.8 Copperfield Enterprises 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 Copperfield Enterprises via e-mail. Copperfield Enterprises 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.

20. Construction Contracts Act 2004

- 20.1 At Copperfield Enterprises' sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply.
- 20.2 Nothing in this agreement is intended to have the affect of contracting out of any provisions of the Construction Contracts Act 2004 of Western Australia, except to the extent permitted by the Act where applicable.

21. General

- 21.1 The failure by Copperfield Enterprises to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Copperfield Enterprises' 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.
- 21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of Western Australia in which Copperfield Enterprises has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 21.3 Subject to clause 14 Copperfield Enterprises shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Copperfield Enterprises of these terms and conditions (alternatively Copperfield Enterprises' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 21.4 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 Copperfield Enterprises nor to withhold payment of any invoice because part of that invoice is in dispute.
- 21.5 Copperfield Enterprises may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 21.6 The Client agrees that Copperfield Enterprises may amend these terms and conditions at any time. If Copperfield Enterprises makes a change to these terms and conditions, then that change will take effect from the date on which Copperfield Enterprises notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Copperfield Enterprises to provide Goods to the Client.
- 21.7 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.
- 21.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.