

The Stair Factory Pty Ltd - Terms and Conditions of Trade

1. Definitions

- 1.1 “Manufacture” means The Stair Factory Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of The Stair Factory Pty Ltd.
- 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 s reference to each client jointly and severally.
- 1.3 “Goods” means all Goods and Services supplied by the Manufacturer 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 the Manufacturer and the client in accordance with clause 5 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 the Manufacturers consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Manufacturer.
- 2.3 The client acknowledges and accepts the responsibility to provide: (a) adequate wall and floor fixing (including but not limited to, noggin at handrail heights for half posts, timber blocking to steel beams, block between joist ends. (b) adequate dust sheets to protect the Client’s furniture and décor. The Manufacturer will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any sanding process; 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 the Seller and the Client, any additional costs will be invoiced to the Client as an extra.

3. Electronic Transactions Act 2000

- 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 or any other applicable provisions of that Act or any Regulations referred to in that Act.

4. Change in Control

- 4.1 The Client shall give the Manufacturer 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 Manufacturer as a result of the Client’s failure to comply with this clause.

5. Price and Payment

- 5.1 At the Manufacturer’s sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by the Manufacturer to the Client, or (b) The Manufacturer’s quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of ninety (90) days.
 - (a) if a variation to the Goods which are to be supplied is requested; or (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 - (c)where additional Services are required due the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, change of design, obscured building defects etc) which are only discovered
 - (d) in the event of increases by the Manufacturer in the cost of labour or materials which are beyond the Manufacturer’s control.
- 5.3 At the Manufacturer’s sole discretion a deposit may be required.
- 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Manufacturer, which may be: (a)by way of instalments/progress payments in accordance with the Manufacturer’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 the Manufacturer.
- 5.5 No allowance has been made in the price for the deduction of retentions. In the event that account into default.
- 5.6 Payment may be made by cash, cheque, bank cheque, electronic/online banking, credit card (plus a surcharge of up to 3% of the Price) or by any other method as agreed between the Client and the Manufacturer.
- 5.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Manufacturer an amount equal to any GST the Manufacturer must pay for any supply by the Manufacturer 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 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.

6. Delivery of the Goods

- 6.1 Delivery (“Delivery”) of the goods is taken to occur at the time that the Manufacturer (or the Manufacturer’s nominated carrier) delivers the goods to the Client’s nominated address even if the Client is not present at the address.
- 6.2 At the manufacturer’s sole discretion the cost of delivery is included in the Price.
- 6.3 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 the Manufacturer shall be entitled to charge a reasonable fee for redelivery and/or storage. shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.5 Subject to clause 6.6 it is the Manufacturer’s responsibility to ensure that the Services start as soon as it is reasonably possible.
- 6.6 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Manufacturer claims an extension of time where completion is delayed by an event beyond the Manufacturer’s 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 the manufacturer that the site is ready.
- 6.7 Any time or date given by the Manufacturer to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Manufacturer will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

7. Risk

- 7.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or prior to delivery.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Manufacturer is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and Conditions by the Manufacturer is sufficient evidence of the Manufacturer’s rights to receive the insurance proceeds without the need for any person dealing with the Manufacturer to make further enquiries.
- 7.3 If the Client requests the Manufacturer to leave the goods outside the Manufacturer’s premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client’s sole risk.

- 7.4 The Client acknowledges that Goods (including but not limited to paint, timber, granite, tiles & concrete) supplied may
 - (a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time; and
 - (b) expand, contract or distort as a result of exposure to heat, cold weather; and
 - (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching.

- 7.5 While every effort will be taken by the Manufacturer to match colour or grain of product, the Manufacturer will take no responsibility for any variation of grain of timber, granite and other natural products between sales samples and the final product.

- 7.6 Where the manufacturer 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 the Manufacturer 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.
- 7.7 Where the Client has supplied materials for the Manufacturer to complete the Services, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. The Manufacturer shall not be responsible for any defects in the Services, any loss or damage to the Goods (or any part thereof), howsoever arising from the use of materials supplied by the Client.

- 7.8 Where the contract does not include installation of Goods by the Manufacturer, the Manufacturer shall not be liable for any defect or damage resulting from incorrect or faulty installation.

8. Other Tradesmen

- 8.1 It shall be the Client’s responsibility to arrange for all other licensed tradesmen as required (including electrician, plumbers, gas fitters) unless otherwise agreed between the Seller and the Client at the time of the quotation.
- 8.2 All quotations for Services in respect of other tradesmen will be treated strictly between the tradesmen and the Client. The Client agrees to indemnify the Seller from any damage caused by any other tradesman during and after the completion of the Services.

9. Accuracy of the Clients Plans and Measurements

- 9.1 The Manufacturer 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, the Manufacturer accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 9.2 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 Manufacturer places an order based on these measurements and quantities. The Manufacturer accepts no responsibility for any loss, damages, or costs however resulting from the Client’s failure to comply with this clause.
- 9.3 The Client accepts and acknowledges that the Goods are constructed to suit the Building Code of Australia (BCA) as near as possible. However, if the size of the stairwell does not allow for this, then the Client/Builder shall be responsible for non-compliance. Any requests by the Client/Builder for non-compliance to the BCA is their responsibility/

10. Access

- 10.1 The Client shall ensure that the Manufacturer has clear and free access to the work site at all times and to enable them to undertake the Services. The Manufacturer 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 the manufacturer.

11. Title

- 11.1 The Manufacturer and the Client agree that ownership of the Goods shall not pas until:
 - (a) the Client has paid the Manufacturer all amounts owing to the Manufacturer; and
 - (b) the Client has met all of its other obligations to the Manufacturer
- 11.2 Receipt by the Manufacturer of any form of payment other than cash shall not be deemed to be payment in full 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 the Manufacturer on request.
- (b) the Client holds the benefit of the Client’s insurance of the Goods on trust for 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 the Manufacturer and must pay or deliver the proceeds to the Manufacturer on demand. (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 the Manufacturer and must sell, dispose or return the resulting product to the Manufacturer as it so directs.
- (e)the Client irrevocably authorises the Manufacturer to enter any premises where the Manufacturer believes the goods are kept and recover possession of the Goods. (f) the Manufacturer 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 the Manufacturer. (h) the Manufacturer 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 agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to the Manufacturer for Services- that have previously been supplied and that will be supplied in the future by the Manufacturer 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 the Manufacturer may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest to 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, the Manufacturer 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 charge statement in respect of a security interest without the prior written consent of the Manufacturer
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the written consent of the Manufacturer.
 - (e) immediately advise the Manufacturer of any material change in its business practises of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

- 12.4 The Manufacturer 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 debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by the Manufacturer, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8 The Client unconditionally ratify any actions taken by the Manufacturer 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. **Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)** 13.1 The Client must inspect the goods on delivery and must within ten (10) days of delivery notify the Manufacturer 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 the Manufacturer to inspect the Goods.

- 13.2 Subsequent to clause 14.1 any such notification must be made prior to any surface finishing to the stairs and railings (e.g. staining, painting, carpet) No such surface finishing shall commence until the said defect is rectified.

- 13.3 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**)

- 13.4 The Manufacturer acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

- 13.5 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the manufacturer makes no warranties or other representations under these terms and conditions including but not limited to the quality or the suitability of the Goods. The Manufacturer’s liability in respect to these warranties is limited to the fullest extent permitted by law.

- 13.6 If the Client is a consumer within the meaning of the CCA, the Manufacturer’s liability is limited to the extent permitted by section 64A of schedule 2.

- 13.7 If the Manufacturer is required to replace the Goods under this clause or the CCA, but is unable to do so, the Manufacturer may refund any money the Client has paid for the Goods.

- 13.8 If the Client is not a consumer within the meaning of the CCA, the Manufacturer’s liability for any defect or damage in the Goods is;
 - (a) limited to any value of any express warranty or warranty card provided to the Client by the Manufacturer at the Manufacturer’s sole discretion;
 - (b) limited to any warranty to which the Manufacturer is entitled, if the Manufactured did not manufacture the Goods; (c)otherwise negated absolutely
- 13.9 Subject to this clause 13, returns will only be accepted provided that;
 - (a) the Client has complied with provisions of clause 13.1; and
 - (b) The Manufacturer 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

- 13.10 Notwithstanding clauses 13.1 to 13.9 but subject to the CCA, the Manufacturer 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 the Manufacturer;
- (e)fair wear and tear; any accident, or act of God.

- 13.11 Notwithstanding anything contained in this clause if the Manufacturer is required by a law to accept a return then the Manufacturer will only accept a return on the conditions imposed by that law.

14. Intellectual Property

- 14.1 Where the Manufacturer has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Manufacturer.

- 14.2 The Client warrants that all designs, specifications or instructions given to the Manufacturer will not cause the Manufacturer to infringe any patent, registered design or trademark in the execution of the Client’s order and the Client agrees to indemnify the Manufacturer against any action taken by a third party against the Manufacturer in respect of any such infringement.

- 14.3 The Client agrees that the Manufacturer may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Manufacturer has created for the Client.

15. Compliance with Laws

- 15.1 The Client and the Manufacturer 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.
- 15.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
- 15.3 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.

16. Cancellation

- 16.1 The Manufacturer may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Manufacturer shall repay to the Client any money paid by the Client for the Goods. The Manufacturer shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.2 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 the Manufacturer as a direct result of the cancellation (including, but not limited to, any loss of profits)

16.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stock items, will definitely not be accepted once production has commenced, or an order has been placed.

17. Building and Construction Industry Security of Payments Act 1999

17.1 At the Manufacturer'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 Payments Act 1999 may apply.

17.2 Nothing in this agreement is intended to have the effect of contacting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

18. General

18.1 The failure by the Manufacturer to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Manufacturer'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.

18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales, the state in which the Manufacturer has its principle place of business, are subject to the jurisdiction of the Sutherland Courts in that state.

18.3 Subject to clause 13 the Manufacturer shall be under no liability whatsoever to the Client for any direct and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Manufacturer of these terms and conditions (alternatively the Manufacturer's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods)

18.4 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 the Manufacturer nor to withhold payment of any invoice because part of that invoice is in dispute.

18.5 The Manufacturer may license or sub-contract all or any part of its rights and obligations without the Client's consent.

18.6 The Client agrees that the Manufacturer may amend these terms and conditions at any time. If the Manufacturer makes a change to these terms and conditions, then that change will take effect from the date on which the Manufacturer notifies the Client of such change. The Client will be taken to have accepted such changes. If the Client makes a further request for the Manufacturer to provide the Goods to the Client.

18.7 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.

18.8 The Client warrants that it has the power to enter into this agreement and has obtained at necessary authorisations to allow it to do so. It is not insolvent and that this agreement creates binding and valid legal obligations on it.

19. Security and Charge

19.1 In consideration of the Manufacturer 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)

19.2 The Client indemnifies the Manufacturer from and against all the Manufacturer's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Manufacturer's rights under this clause.

19.3 The Client irrevocably appoints the Manufacturer and each director of the Manufacturer as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 19 including, but not limited to, signing any document on the Client's behalf.

20. Default and Consequences of Default

20.1 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 the Manufacturers sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement.

20.2 If the Client owes the manufacturer any money the Client shall indemnify the Manufacturer from and against all costs and disbursements incurred by the manufacturer in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Manufactures Contract default fee, and bank dishonour fees)

20.3 Further to any other rights or remedies the Manufacturer may have under this contract, if a Client has made payment to the Manufacturer by credit card, 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 the Manufacturer under this clause 20 where it can be proven that such a reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.

previous credit applications, credit history) about the Client in relation to credit provided by the Manufacturer.

21.2 The Client agrees that the Manufacturer 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

21.3 The Client consents to the Manufacturer being given a consumer credit report to collect overdue payment on commercial credit.

21.4 The Client agrees that personal credit information provided may be used and retained by the Manufacturer 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 Clients 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

21.5 The Manufacturer 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.

21.6 The information given to the CRB may include:

- (a) personal information as outlined in 26.1 above;
- (b) name of the credit provider and that the Manufacturer 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 Manufacturer 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 Manufacturer, the Client has committed a serious credit infringement.
- (h) advise that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150)

21.7 The Client shall have the right to request (by email) from the Manufacturer:

- (a) a copy of the information about the Client retained by the Manufacturer and and the right to request that the Manufacturer correct any incorrect information; and
- (b) that the Manufacturer does not disclose any personal information about the Client for the purpose of direct marketing.

21.8 The Manufacturer will destroy personal information upon the Client's request (by email) 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.

21.9 The Client can make a privacy complaint by the contacting the Manufacturer via email. The Manufacturer 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 Commissioner at www.oaic.gov.au.

21. Privacy Act 1988

21.1 The Client agrees for the Manufacturer to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, DOB, occupation,