

1. Definitions

- 1.1 “TLC” means Tracy McGarry T/A TLC Spray Painting, its successors and assigns or any person acting on behalf of and with the authority of Tracy McGarry T/A TLC Spray Painting.
- 1.2 “Client” means the person/s ordering the Services/Equipment 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 “Services” means all Services or Materials supplied by TLC to the Client at the Client’s request from time to time (where the context so permits the terms ‘Services’ or ‘Materials’ shall be interchangeable for the other).
- 1.4 “Equipment” means all Equipment including any accessories supplied on hire by TLC to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by TLC to the Client.
- 1.5 “Price” means the Price payable for the Services and/or Equipment hire as agreed between TLC 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 any Materials/Equipment.
- 2.2 These terms and conditions may only be amended with TLC’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and TLC.

3. Change in Control

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

4. Price and Payment

- 4.1 At TLC’s sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by TLC to the Client in respect of Services performed or Materials/Equipment supplied; or
 - (b) TLC’s Price at the date of delivery of the Services/Equipment according to TLC’s current pricelist; or
 - (c) TLC’s quoted Price (subject to clause 4.2) which shall be binding upon TLC provided that the Client shall accept TLC’s quotation in writing within thirty (30) days.
- 4.2 TLC reserves the right to change the Price:
 - (a) if a variation to the Materials/Equipment 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 to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the site, change of design, removal of lead based paint and/or asbestos, repair of defective surfaces, paint required to provide an adequate finish, safety considerations or hidden pipes and wiring in walls etc) which are only discovered on commencement of the Services; or
 - (d) in the event of increases to TLC in the cost of labour or materials which are beyond TLC’s control.
- 4.3 At TLC’s sole discretion a non-refundable deposit may be required.
- 4.4 Time for payment for the Services/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by TLC, which may be:
 - (a) on delivery of the Materials/Equipment; or
 - (b) on completion of the Services; or
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by TLC.
- 4.5 Payment may be made by cash, electronic/on-line banking, or by any other method as agreed to between the Client and TLC.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to TLC an amount equal to any GST TLC must pay for any supply of Services/Equipment by TLC 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.

5. Delivery

- 5.1 Subject to clause 5.2 it is TLC’s responsibility to ensure that the Services start as soon as it is reasonably possible.
- 5.2 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that TLC claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond TLC’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 TLC that the site is ready.
- 5.3 Delivery Materials/Equipment is taken to occur at the time that:
 - (a) the Client or the Client’s nominated carrier takes possession of the Materials/Equipment at TLC’s address; or

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- (b) TLC (or TLC's nominated carrier) delivers the Materials/Equipment to the Client's nominated address even if the Client is not present at the address.
- 5.4 At TLC's sole discretion, the cost of delivery is included in the Price.
- 5.5 TLC may deliver the Services/Equipment by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.6 Any time or date given by TLC to the Client is an estimate only. TLC shall not be liable for any loss or damage whatsoever due to failure by TLC to deliver the Services/Equipment (or any part of them) promptly or at all, where due to circumstances beyond the reasonable control of TLC.
- 6. Risk**
- 6.1 If TLC retains ownership of the Materials under clause 8 then;
- (a) where TLC is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials on or before delivery;
- (b) where TLC is to both supply and install Materials then TLC shall maintain a contract Services insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.
- 6.2 Notwithstanding the provisions of clause 6.1 if the Client specifically requests TLC to leave Materials outside TLC's premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense.
- 6.3 The Client agrees to remove any furniture, furnishings or personal goods from the vicinity of the works and agrees that TLC shall not be liable for any damage caused to those items through the Client's failure to comply with this clause.
- 6.4 The Client acknowledges that Materials supplied may exhibit variations in shade, colour, texture, surface and finish, from their original selection, and may fade or change colour over time. TLC will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.
- 6.5 The Client warrants that the surface in or upon which these Materials are to be applied to is free from any contaminants and will sustain the application and work incidental thereto. TLC shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with existing contaminants that cause any failure or defects in the Services.
- 6.6 The Client acknowledges that Materials 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.
- 6.7 Where the Client has supplied Materials for TLC to complete the Services, the Client acknowledges that they accept responsibility for the suitability of purpose, quality and any faults inherent in the Materials. TLC shall not be responsible for any defects in the Services, any loss or damage to the Materials (or any part thereof), howsoever arising from the use of Materials supplied by the Client.
- 6.8 TLC shall be under no liability for inferior existing paintwork where TLC's paint has bonded to the existing paintwork and weakened the previous paint causing any kind of flake, crack or blemish.
- 6.9 TLC shall not be held liable for the quality of the Services if the Client does not follow TLC's recommendations as to the number of coats of paint required to obtain the final finish if the Client chooses to accept a reduced Price based on fewer coats of paint.
- 6.10 TLC shall not be liable whatsoever for any loss or damage to the Services (including, but not limited to, painted surfaces) that is caused by any other tradesmen.
- 6.11 Where the Client is to supply TLC with any design specifications (including, but not limited to CAD drawings) the Client shall be responsible for providing accurate data. TLC shall not be liable whatsoever for any errors in the Materials that are caused by incorrect or inaccurate data being supplied by the Client.
- 6.12 Any advice, recommendation, information, assistance or service provided by TLC in relation to Materials or Services supplied is given in good faith, is based on TLC's own knowledge and experience and shall be accepted without liability on the part of TLC 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 Materials or Services.
- 7. Access**
- 7.1 The Client shall ensure that TLC has clear and free access to the work site at all times to enable them to undertake the Services. TLC 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 TLC.
- 8. Title to Materials**
- 8.1 TLC and the Client agree that ownership of the Materials shall not pass until:
- (a) the Client has paid TLC all amounts owing to TLC; and
- (b) the Client has met all of its other obligations to TLC.

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- 8.2 Receipt by TLC 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.
- 8.3 It is further agreed that:
- (a) until ownership of the Materials passes to the Client in accordance with clause 8.1 that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to TLC on request.
 - (b) the Client holds the benefit of the Client's insurance of the Materials on trust for TLC and must pay to TLC the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed.
 - (c) the production of these terms and conditions by TLC shall be sufficient evidence of TLC's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with TLC to make further enquiries.
 - (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for TLC and must pay or deliver the proceeds to TLC on demand.
 - (e) the Client should not convert or process the Materials 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 TLC and must sell, dispose of or return the resulting product to TLC as it so directs.
 - (f) unless the Materials have become fixtures the Client irrevocably authorises TLC to enter any premises where TLC believes the Materials are kept and recover possession of the Materials.
 - (g) TLC may recover possession of any Materials in transit whether or not delivery has occurred.
 - (h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of TLC.
 - (i) TLC may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.

9. Personal Property Securities Act 2009 ("PPSA")

- 9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 9.2 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 Materials/Equipment that have previously been supplied and that will be supplied in the future by TLC to the Client.
- 9.3 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 TLC 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 9.3(a)(i) or 9.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, TLC 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 Materials/Equipment charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of TLC;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials/Equipment in favour of a third party without the prior written consent of TLC; and
 - (e) immediately advise TLC of any material change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.
- 9.4 TLC 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.
- 9.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 9.7 Unless otherwise agreed to in writing by TLC, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 9.8 The Client shall unconditionally ratify any actions taken by TLC under clauses 9.3 to 9.5.
- 9.9 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.

10. Security and Charge

- 10.1 In consideration of TLC agreeing to supply the Services/Equipment, 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).
- 10.2 The Client indemnifies TLC from and against all TLC's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising TLC's rights under this clause.

- 10.3 The Client irrevocably appoints TLC and each director of TLC as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.

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

- 11.1 The Client must inspect all Materials/Equipment on delivery (or the Services on completion) and must within forty eight (48) hours of delivery notify TLC 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 Materials/Services/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow TLC to inspect the Materials/Equipment or to review the Services provided.
- 11.2 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**).
- 11.3 TLC acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, TLC makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Materials/Services/Equipment. TLC's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 11.5 If the Client is a consumer within the meaning of the CCA, TLC's liability is limited to the extent permitted by section 64A of Schedule 2.
- 11.6 If TLC is required to replace any Materials under this clause or the CCA, but is unable to do so, TLC may refund any money the Client has paid for the Materials.
- 11.7 If TLC is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then TLC may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services and Materials which have been provided to the Client which were not defective.
- 11.8 If the Client is not a consumer within the meaning of the CCA, TLC's liability for any defect or damage in the Materials is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by TLC at TLC's sole discretion;
 - (b) limited to any warranty to which TLC is entitled, if TLC did not manufacture the Materials;
 - (c) otherwise negated absolutely.
- 11.9 Subject to this clause 11, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 11.1; and
 - (b) TLC has agreed that the Materials are defective; and
 - (c) the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Materials are returned in as close a condition to that in which they were delivered as is possible.
- 11.10 Notwithstanding clauses 11.1 to 11.9 but subject to the CCA, TLC 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 Materials;
 - (b) the Client using the Materials for any purpose other than that for which they were designed;
 - (c) the Client continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) interference with the Services by the Client or any third party without TLC's prior approval;
 - (e) the Client failing to follow any instructions or guidelines provided by TLC;
 - (f) fair wear and tear, any accident, or act of God.
- 11.11 Notwithstanding anything contained in this clause if TLC is required by a law to accept a return then TLC will only accept a return on the conditions imposed by that law.

12. Intellectual Property

- 12.1 Where TLC has designed, drawn, written plans or a schedule of Services, or created any Materials/Equipment for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in TLC, and shall only be used by the Client at TLC's discretion.
- 12.2 The Client warrants that all designs, specifications or instructions given to TLC will not cause TLC to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify TLC against any action taken by a third party against TLC in respect of any such infringement.
- 12.3 The Client agrees that TLC may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or Materials/Equipment which TLC has created for the Client.

13. Default and Consequences of Default

- 13.1 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 TLC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 13.2 If the Client owes TLC any money the Client shall indemnify TLC from and against all costs and disbursements incurred by TLC in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, TLC's contract default fee, and bank dishonour fees).

- 13.3 Without prejudice to any other remedies TLC may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions TLC may suspend or terminate the supply of Services/Equipment to the Client. TLC will not be liable to the Client for any loss or damage the Client suffers because TLC has exercised its rights under this clause.
- 13.4 Without prejudice to TLC's other remedies at law TLC shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to TLC shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to TLC becomes overdue, or in TLC's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent or bankrupt, 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.

14. Cancellation

- 14.1 TLC may cancel any contract to which these terms and conditions apply or cancel delivery of Services/Equipment at any time before the Services are commenced (or the Materials/Equipment are due to be delivered) by giving written notice to the Client. On giving such notice TLC shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to TLC for Services already performed or Materials/Equipment already provided. TLC shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.2 In the event that the Client cancels the delivery of Services/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by TLC as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 14.3 Cancellation of orders for Materials/Equipment 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.

15. Privacy Act 1988

- 15.1 The Client agrees for TLC 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 TLC.
- 15.2 The Client agrees that TLC 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.
- 15.3 The Client consents to TLC being given a consumer credit report to collect overdue payment on commercial credit.
- 15.4 The Client agrees that personal credit information provided may be used and retained by TLC for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Services/Equipment; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services/Equipment; 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/Equipment.
- 15.5 TLC 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.
- 15.6 The information given to the CRB may include:
- (a) personal information as outlined in 15.1 above;
 - (b) name of the credit provider and that TLC 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 TLC has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of TLC, 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).
- 15.7 The Client shall have the right to request (by e-mail) from TLC:
- (a) a copy of the information about the Client retained by TLC and the right to request that TLC correct any incorrect information; and
 - (b) that TLC does not disclose any personal information about the Client for the purpose of direct marketing.

- 15.8 TLC 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.
- 15.9 The Client can make a privacy complaint by contacting TLC via e-mail. TLC 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.

16. Unpaid Seller's Rights

- 16.1 Where the Client has left any item with TLC for repair, modification, exchange or for TLC to perform any other service in relation to the item and TLC has not received or been tendered the whole of any moneys owing to it by the Client, TLC shall have, until all moneys owing to TLC are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 16.2 The lien of TLC shall continue despite the commencement of proceedings, or judgment for any moneys owing to TLC having been obtained against the Client.

17. Equipment Hire

- 17.1 Equipment shall at all times remain the property of TLC and is returnable on demand by TLC. In the event that Equipment is not returned to TLC in the condition in which it was delivered TLC retains the right to charge the Client the full cost of repairing the Equipment. In the event that Equipment is not returned at all TLC shall have right to charge the Client the full cost of replacing the Equipment.
- 17.2 The Client shall;
- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.
 - (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
 - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by TLC to the Client.
- 17.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, TLC's interest in the Equipment and agrees to indemnify TLC against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

18. General

- 18.1 The failure by TLC to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect TLC'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 in which TLC has its principal place of business, and are subject to the jurisdiction of the Windsor Courts in New South Wales.
- 18.3 Subject to clause 11 TLC 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 TLC of these terms and conditions (alternatively TLC's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services/Equipment on hire).
- 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 TLC nor to withhold payment of any invoice because part of that invoice is in dispute.
- 18.5 TLC 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 TLC may amend these terms and conditions at any time. If TLC makes a change to these terms and conditions, then that change will take effect from the date on which TLC notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for TLC to provide any Services/Equipment 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 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.