

QLD High Loads Pty Ltd – Terms & Conditions of Trade

1.1	Definitions	GST: QHL must pay for any supply by QHL, under this or any other agreement for providing QHL's Services. 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 or any person acting on behalf of and with the authority of QLD High Loads Pty Ltd.	14.7	Unless otherwise agreed to in writing by QHL, the Client waives their right to recover any verification statement in accordance with section 157 of the PPSSA.	20.2	(where relevant) and must be approved by the Client by written consent, unless subject to an operation of law. Notwithstanding clause 20.1, privacy limitations will extend to QHL in respect of Cookies where transactions for purchases/orders transpire directly from QHL's website. QHL agrees to display reference to such Cookies and similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:	
1.2	"QHL" means QLD High Loads Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of QLD High Loads Pty Ltd.		14.8	The Client must unconditionally ratify any actions taken by QHL under clauses 14.3 to 14.5.		(a) IP address, browser, email client type and other similar details;	
1.3	"Client" means the person's, entities or any person acting on behalf of and with the authority of the Client, requesting QHL to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and	6.10	QHL and the Client agree that the Client's obligations to QHL for the provision of the Services shall not cease until:	15.1	Security and data	(b) tracking website usage and traffic;	
1.4	(a) if there is more than one Client, is a reference to each Client jointly and severally; and	6.11	(a) the Client has made all other obligations owing to QHL; and	15.2	In consideration of QHL agreeing to supply Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under the terms and conditions (including, but not limited to, the payment of any money).	(c) reports are available to QHL sends an email to the Client, so QHL may collect and report that information (collectively "Personal Information")	
1.5	(b) if the Client is a partnership, it shall bind each partner jointly and severally; and	7.1	(b) the Client has made all other obligations owing to QHL; and	15.3	The Client indemnifies QHL from and against all QHL's costs and disbursements including legal costs on a solicitor and own client basis incurred in enforcing QHL's rights under this clause.	In order to enable / disable the collection of Personal Information by cookies, the Client agrees to enable / disable the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via QHL's website.	
1.6	(c) if the Client is a partner of a Trust, shall be bound in their capacity as a trustee; and	7.2	Receipt by QHL of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, received and cleared by QHL's ownership or rights in respect of the Services, and this Contract, shall continue.	15.4	The Client irrevocably appoints QHL and each director of QHL as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing and executing documents on the Client's behalf.	20.3	The Client agrees for QHL to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
1.7	(d) includes the Client's executors, administrators, successors and permitted assigns; and	7.3	Provision of the Services	15.5	Under applicable Client, 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.	20.4	The Client agrees that QHL may exchange information about the Client's creditworthiness with credit providers and will related body corporates for the following purposes:
1.8	"Services" mean all Services supplied by QHL to the Client at the Client's request from time to time.	7.4	Any time specified by QHL for delivery of the Services is an estimate only and will not be binding for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between the parties prior to the event that QHL is unable to supply the Services as agreed solely due to any action or inaction of the Client then QHL shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.	15.6	Defects, Warranties and the Competition and Consumer Act 2010 (CCA) and Fair Trading Acts	20.5	(a) to assess an application by the Client; and/or
1.9	"Documentation" means any goods, documents, designs, drawings or materials supplied, created or deposited incidentally by QHL in the course of its conducting, or supplying to the Client, any Services.	7.5	Route Deviation	15.7	The Client must inspect QHL's Services on completion of the Services and report any defects (48) hours not later than in writing of any evident defect in the Services or Documentation provided (including QHL's workmanship) or of any other failure by QHL to comply with the description of, or quote for, the Services which QHL is to supply. The Client must notify any other alleged defects in QHL's Services or Documentation not later than 48 hours after the Client is notified of any such defect becomes evident. Upon such notification the Client must allow QHL to review the Services or Documentation that were provided.	20.6	(b) to notify other credit providers of a default by the Client; and/or
1.10	"Freight" shall mean all cargo together with any container, packaging, and labels that is to be moved from one place to another by the Client in connection with QHL Services.	7.6	The Client shall advise QHL as soon as they are reasonably able of any deviation from the usual route that may in their absolute discretion be deemed reasonable or necessary in the circumstances.	15.8	Under applicable Client, 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.	20.7	(c) to exchange information with other credit providers as to the status of the Client's credit where the Client is in default with other credit providers; and/or
1.11	"Vehicle" shall mean the Client's Vehicle that the Client uses to transport their Freight in connection with QHL Services.	7.7	The Client acknowledges and accepts that deviation from the plan and schedule route may incur additional costs for any additional Services that may be required, any such will be charged as a variation in accordance with clause 6.2.	15.9	Non-Excluded Guarantees	20.8	(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
1.12	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, credit information (including but not limited to, credit ratings, credit history) as name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	7.8	Risk	15.10	QHL acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	20.9	(e) to provide a consumer credit report to the Client for the purpose of the credit report; and/or
1.13	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and to enhance the navigation of the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website, prior to ordering Services via the website.	7.9	The Client warrants and represents that the Client retains ownership of any Documentation all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as QHL may repossess the Documentation or the Client may return the Documentation to QHL. The Client must insure all Documentation on or before delivery.	15.11	Except as expressly set out in these terms and conditions or in the Non-Excluded Guarantees, QHL makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. QHL's liability in respect of these warranties is limited to the fullest extent permitted by law.	20.10	(f) to provide a consumer credit report to the Client for the purpose of the credit report; and/or
1.14	"Price" means the price payable (plus any GST where applicable) for the Services as agreed between QHL and the Client in accordance with clause 6 of this Contract.	7.10	QHL reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Documentation or the Client's failure to insure in accordance with clause 9.1.	15.12	If the Client is a consumer within the meaning of the CCA, QHL's liability is limited to the extent permitted by section 64A of Schedule 2.	20.11	(g) 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 QHL has been paid or otherwise discharged and all details are correct and that discharge of all details of payments is complete.
1.15	"GST" means Goods and Services Tax as defined in the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	7.11	Insurance	15.13	QHL 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 QHL 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 Documentation which have been provided to the Client.	20.12	(h) information that, in the opinion of QHL, the Client has committed a serious credit infringement;
1.16	Acceptance	7.12	QHL shall maintain:	15.14	If the Client is not a consumer within the meaning of the CCA, QHL's liability for any defective Services or Documentation is:	20.13	(i) advice that the amount of the Client's overdue payment is more than or more than one hundred and fifty dollars (\$150).
1.17	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by QHL.	7.13	(a) workers' Compensation Insurance;	15.15	(a) limited to the value of any express warranty or warranty card provided to the Client by QHL at QHL's sole discretion;	20.14	(j) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.18	In the event of any inconsistency between the terms and conditions of this Contract and any other prior or subsequent agreement or the parties have entered into, the terms of this Contract shall prevail.	7.14	(b) Public Liability Insurance of at least twenty million dollars (\$20m);	15.16	(b) otherwise negated absolutely.	20.15	(k) the Client does not intend to rely on any Personal Information about the Client for the purpose of direct marketing.
1.19	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	7.15	(c) Professional Indemnity Insurance; and	15.17	Notwithstanding clauses 16.1 to 16.7 but subject to the CCA, QHL shall not be liable for any defect or damage which may be caused or contributed to by the Client or any third party.	20.16	(l) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.20	The Client acknowledges that the supply of Services on credit shall not take effect until the Client has completed a credit application with QHL and it has been approved with a credit limit established for the account.	7.16	(d) any other insurance required in respect of risk of damage to the Client's property or the Client's Services.	15.18	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.17	(m) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.21	In the event that the supply of Services request exceeds the Client's credit limit and/or the account exceeds the payment terms, QHL reserves the right to refuse delivery.	7.17	QHL may arrange such insurances with an insurance company/broker of their choice.	15.19	Where QHL has designed, drawn or developed Documentation for the Client, then the copyright in any Documentation shall remain the property of QHL. Under no circumstances may such designs, drawings and documents be used without the express written approval of QHL.	20.18	(n) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.22	Electronic signatures shall be deemed to be accepted by either party providing that the signature complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	7.18	Before QHL commences work and whenever requested in writing by the Client so do, QHL will produce evidence to the Client of the satisfaction and approval of the insurance required by this clause 10 have been effected and maintained.	15.20	The Client warrants that all designs, specifications or instructions given to QHL will not cause QHL or any other patent, registered or unregistered trademark or trade name of the Client or the Client's agents to infringe any third party's intellectual property.	20.19	(o) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.23	The Client specifically acknowledges and accepts that they will be solely liable to QHL for all additional costs incurred by QHL resulting from the Client's error in providing, any Services or Documentation, or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (f) any).	7.19	Compliance with Laws	15.21	The Client warrants that all designs, specifications or instructions given to QHL will not cause QHL or any other patent, registered or unregistered trademark or trade name of the Client or the Client's agents to infringe any third party's intellectual property.	20.20	(p) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.24	Authorized Representatives	7.20	The Client (whether or not to be on site) and QHL agree that they shall comply with the provisions of all statutes, regulations (including but not limited to, the Electrical Safety Act 2002 and Electrical Safety Regulations 2013) and bylaws of government, local and public authorities, public utility companies, and other laws, including any work health and safety (WHS) laws relating and any other relevant safety standards or legislation.	15.22	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.21	(q) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.25	Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to QHL as the Client's duly authorised representative, that once introduced that third party shall have the full authority to bind the Client in relation to the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies QHL in writing that said person is no longer the Client's duly authorised representative).	7.21	The Client shall obtain prior to the commencement of the Services (at the expense of the Client) all licenses, permits and approvals which may be required for the Services. Failure of the Client to comply with this clause shall entitle QHL to:	15.23	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.22	(r) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.26	In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf, the Client must specifically and clearly advise QHL in writing of the parameters of the limited authority granted to their representative.	7.22	(a) charge the Client additional for:	15.24	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.23	(s) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.27	The Client specifically acknowledges and accepts that they will be solely liable to QHL for all additional costs incurred by QHL resulting from the Client's error in providing, any Services or Documentation, or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (f) any).	7.23	(b) subject to clause 19, terminate the Contract.	15.25	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.24	(t) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.28	Errors and Omissions	7.24	Loss or Damage to the Client's Freight/Vehicle	15.26	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.25	(u) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.29	The Client acknowledges and accepts that QHL shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s).	7.25	Subject to any statutory provisions imposing liability in respect of the loss of or damage to the Client's Freight or Vehicle:	15.27	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.26	(v) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.30	(a) resulting from an inadvertent mistake made by QHL in the formation and/or administration of this Contract and/or	7.26	(a) QHL shall not be under any liability for any:	15.28	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.27	(w) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.31	(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by QHL in respect of the Services.	7.27	(i) damage to the Client's Vehicle arising from or in connection with QHL's Services; or	15.29	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.28	(x) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.32	In the event such an error and/or omission occurs in accordance with clause 4.1, and is attributable to the negligence and/or willful misconduct of QHL, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	7.28	(ii) damage to loss, deterioration, mis-delivery, delay in delivery, and/or non-delivery of the Client's Freight, nor for any instructions, advice, information or service given or provided to any person, whether in respect of QHL's Services, any other thing or matter, nor for any consequential indirect loss, loss of market or consequences of delay; and	15.30	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.29	(y) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.33	Change in Control	7.29	(b) the Client will indemnify QHL against all claims of any kind whatsoever, howsoever caused or arising brought by any third party in connection with or arising from or in connection with or omitted by QHL in connection with the Client's Freight or Vehicle.	15.31	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.30	(z) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.34	The Client shall give QHL 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, change of trustees, or business premises). The Client shall be liable for any loss incurred by QHL as a result of the Client's failure to comply with this clause.	7.30	Title to Documentation	15.32	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.31	(aa) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.35	Price and Payment	7.31	The Client agrees that where it is intended that the ownership of Documentation is to pass to the Client that such ownership shall not pass until:	15.33	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.32	(ab) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.36	(a) as indicated on any invoice provided by QHL to the Client; or	7.32	(a) the Client has paid QHL all amounts owing for the Services;	15.34	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.33	(ac) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.37	(b) QHL's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of 14 (fourteen) (30) days;	7.33	(b) the Client has met all other obligations due by the Client to QHL in respect of all contracts between QHL and the Client.	15.35	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.34	(ad) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.38	QHL reserves the right to change the Price:	7.34	Receipt by QHL of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, received and cleared by QHL's ownership or rights in respect of the Services, and this Contract, shall continue.	15.36	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.35	(ae) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.39	(a) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or	7.35	It is further agreed that, until ownership of the Documentation passes to the Client in accordance with clause 13.1:	15.37	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.36	(af) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.40	(b) in the event of unforeseen circumstances or identifiable difficulties (including but not limited to, poor weather conditions, route deviation, limitations to performing the Services (such as delays caused by local council, police or emergency services, etc.) and/or access to powerlines, or safety considerations etc.) which are only discovered on commencement of the Services; or	7.36	(a) the Client holds the benefit of the Client's insurance of the Documentation on trust for QHL and must pay to QHL the proceeds of any insurance in the event of the Documentation being lost, damaged or destroyed;	15.38	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.37	(ag) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.41	(c) in the event of increases to QHL in the cost of labour or materials which are beyond QHL's control.	7.37	(b) the Client irrevocably authorises QHL to enter any premises where QHL believes the Documentation are kept and recover possession of the Documentation.	15.39	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.38	(ah) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.42	Variances other than those of QHL's quotation, and will be detailed in writing, and shown as variations on QHL's invoice. The Client shall be required to respond to any variation submitted by QHL within 10 (ten) working days. Failure to do so will entitle QHL to the cost of the variation and the Client shall be liable for all variations made in full at the time of their completion.	7.38	Personal Property Securities Act 2009 ("PPSA")	15.40	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.39	(ai) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.43	At QHL's sole discretion a non-refundable deposit may be required. Time for payment for the Services being of the essence, the Price shall be payable by the Client on the dates determined by QHL, which may be:	7.39	In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to by the PPSA.	15.41	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.40	(aj) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.44	(a) before delivery of the Services;	7.40	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:	15.42	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.41	(ak) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.45	(b) by way of instalments/progress payments in accordance with QHL's payment schedule;	7.41	(a) all Documentation previously supplied by QHL to the Client;	15.43	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.42	(al) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.46	(c) the date specified in any invoice or other form as being the date for payment as previously agreed by both parties; or	7.42	(b) all Documentation will be supplied in the future by the Client to the Client;	15.44	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.43	(am) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.47	(d) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by QHL.	7.43	(c) the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monies owed by the Client to QHL, and all assets and interests have previously been provided and that will be provided in the future by QHL to the Client.	15.45	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.44	(an) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.48	Payment may be made by electronic/on-line banking, or by any other method as agreed to between the Client and QHL.	7.44	The Client undertakes to:	15.46	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.45	(ao) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.49	QHL may, in its discretion allocate any payment received from the Client towards the Client's outstanding obligations. QHL may do so at the time of receipt or at any time afterwards. On any default by the Client QHL may re-allocate any payments previously received and allocated. In the absence of any payment allocation by QHL, payment shall be charged to the Client's account in the order of the maximum value of QHL's Purchase Money Security Interest (as defined in the PPSA) in the Services.	7.45	(a) promptly provide any other documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which QHL may reasonably require to;	15.47	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.46	(ap) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.50	The Client shall not be entitled to set off against, or deduct from the Client, any sums owed or claimed to be owed to the Client by QHL nor to withhold payment of any invoice because part of that invoice is in dispute.	7.46	(i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;	15.48	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.47	(aq) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.51	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to QHL an amount equal to any	7.47	(ii) register any other document required to be registered by the PPSA; or	15.49	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.48	(ar) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.52		7.48	(iii) correct a defect in a statement referred to in clause 14.3(a) to 14.3(a)(ii);	15.50	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.49	(as) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.53		7.49	(b) indemnify, and upon demand reimburse, QHL for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Documentation charged thereby;	15.51	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.50	(at) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.54		7.50	(c) not register a financing charge statement in respect of a security interest without the prior written consent of QHL;	15.52	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.51	(au) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.55		7.51	(d) register a financing charge statement in relation to a security interest on the Personal Property Securities Register established by the PPSA or releasing any Documentation charged thereby;	15.53	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.52	(av) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.56		7.52	(e) indemnify, and upon demand reimburse, QHL for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Documentation charged thereby;	15.54	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.53	(aw) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.57		7.53	(f) not register a financing charge statement in respect of a security interest without the prior written consent of QHL;	15.55	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.54	(ax) the Client shall have the right to request by e-mail or by a copy of the Personal Information about the Client retained by QHL and the right to request that QHL correct any incorrect Personal Information; and
1.58		7.54	(g) register a financing charge statement in relation to a security interest on the Personal Property Securities Register established by the PPSA or releasing any Documentation charged thereby;	15.56	Nothing in this clause is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by law.	20.55	(ay)