













## NORTHSIDE FLEET MAINTENANCE

### 15. Security

15.1. Despite anything to the contrary contained herein or any other rights which the Supplier may have howsoever:

(a) where the Customer is the owner of land, realty or any other asset capable of being charged, the Customer agrees to mortgage and/or charge all of its interest in the said land, realty or any other asset to the Supplier or the Suppliers' nominee to secure all amounts and other monetary obligations payable under these terms and conditions;

(b) the Customer acknowledges and agrees that the Supplier (or the Suppliers' nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met;

(c) should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify the Supplier from and against all of the Suppliers' costs and disbursements including legal costs on a solicitor and own client basis; and

(d) the Customer agrees to irrevocably nominate constitute and appoint the Supplier or the Suppliers' nominee as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

### 16. GST

16.1. All prices contemplated by this Agreement, Quote and any other document provided by the Supplier are exclusive of and subject to GST.

16.2. A reference in this clause to a term defined or used in A New Tax System (Goods and Services Tax) Act 1999 (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

16.3. The parties acknowledge that GST is imposed on a supply made under or in connection with this Agreement and that the consideration provided for that supply will be increased by the rate at which the GST is imposed and the additional consideration will be payable by the Customer to the Supplier at the same time as the consideration to which the additional consideration relates.

16.4. The Supplier will issue a Tax Invoice to the Customer for the supply of the Services and/or Goods at the time of payment of the GST inclusive consideration or at another time agreed by the parties.

16.5. If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

16.6. The Customer must pay any taxes in relation to the receipt of the Services and/or Goods.

### 17. General

17.1. Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricted or modifying any condition, warranty, guarantee, right or remedy implied by the law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.

17.2. These terms and conditions supersede all terms and conditions previously issued by the Supplier.

17.3. The parties acknowledge that this Agreement is intended as a contract for the supply of Services and/or Goods and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.

17.4. This Agreement is personal to the Customer and must not be assigned without the prior written consent of the Supplier. Such consent must be reasonably given by the Supplier and must not be unreasonable withheld.

17.5. A communication required by this Agreement, by a party to another, must be in writing and may be given to them by being:

(a) Delivered personally;

(b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting;

(c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or

(d) Sent by email to their email address, when it will be treated as received on that day.

17.6. If any provision, or the application of any provision, of this Agreement is prohibited, invalid, void, illegal or unenforceable in any jurisdiction:

(a) this will not affect the validity and enforceability of the provision or part in other jurisdictions;

(b) the provision or part will only be ineffective to the extent of the prohibition, invalidity, voidness or illegality; and

(c) the provision or part will be severed and will not affect the validity or enforceability of the remaining provisions or parts of this Agreement.

17.7. Any waiver of a right under this Agreement must be in writing and signed by the party granting the waiver and will not operate as a waiver in relation to any subsequent matter.

17.8. Any failure, delay, forbearance or indulgence by a party in an exercise, or partial exercise, of a right restricted or modified.

17.9. Each party must do all things and execute all further documents necessary to give full effect to this Agreement.

17.10. Each party acknowledges that the party has received legal advice or has had the opportunity of obtaining legal advice in relation to this Agreement.

17.11. This Agreement will be governed by the laws of Queensland, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.

17.12. This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

### 18. Storage and Lien

18.1. If an amount owing by the Customer remains unpaid for a period of 2 days after the Supplier provides the final Invoice and advises the Customer the vehicle is ready for collection, the Supplier may charge the Customer \$60.00 excluding GST per day to store the Customer's vehicle until the amount has been paid in full and the vehicle is collected.

18.2. If the Customer is in default for the failure to pay debts as and when they are due, the Customer must also pay on demand to the Supplier interest on all overdue amounts owed by it to the Supplier at the rate equal to the interest rate set out in these Terms 12.2.

18.3. All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees, interest, storage charges and internal costs and expenses of the Supplier, are to be paid by the Customer as a debt due and payable under these Terms.

18.4. In addition to any lien existing at common law, the Customer agrees the Supplier can exercise a lien on the Customer's vehicle until the Customer has paid all amounts owing by the Customer to the Supplier.

### 19. Security Interest and PPSA Clause

19.1. The customer acknowledges and agrees that this Agreement constitutes a Security Agreement creates a Security Interest of the supplier in:

(A) all materials, equipment and other things intended for the Services which are located on-site or off-site; and

(B) all construction plant, temporary works and other things on-site or off-site as are used by the Supplier or any subcontractors,

(all of which are referred to as "Collateral").

19.2. The customer consents to the supplier registering their Security Interest on the PPS Register in the Collateral and must not dispose of or grant any interest in, or give any other form of security over, the Collateral.

19.3. The customer undertakes to promptly sign any further documents and provide any further information which the Principal may require to register the Security Interest on the PPS Register, or update or correct any registration.

19.4. The customer agrees, to the extent permitted by law, sections 95, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135 and 142 of the PPSA do not apply to this Agreement.

19.5. The customer waives its right to receive a Verification Statement in accordance with section 157 of the PPSA.

Sign:



**NORTHSIDE FLEET  
MAINTENANCE**

Signed on behalf of the Customer I/We, the undersigned, do hereby confirm that I/We have read and understood the Terms and Conditions The Trustee for Delugar Family Trust T/as Northside Fleet Maintenance of and agree to be bound by these terms and conditions should our Credit Application be accepted.

**APPLICANT 1**

DATED	
APPLICANT NAME	
APPLICANT SIGNATURE	
WITNESS NAME	
WITNESS SIGNATURE	

**APPLICANT 2**

DATED	
APPLICANT NAME	
APPLICANT SIGNATURE	
WITNESS NAME	
WITNESS SIGNATURE	



**OFFICE USE ONLY**

DATE RECEIVED	
DATE ASSESSED	
CREDIT REQUESTED	
APPROVED CREDIT LIMIT	
ACN VERIFICATION	
ABN VERIFICATION	
DIRECTORS GUARANTEE HELD (Y OR N)	
CREDIT CHECK COMPLETED	
PPSR REGISTERED DATE	
PPSR REGISTERED REF	
APPLICATION APPROVED (Y OR N)	
ACCOUNT NUMBER	