

# Malaga Gardening And Mowing

## General Terms and Conditions of Trade

### 1. Goods/Services

1.1 The Goods/Services shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by Malaga Gardening And Mowing to the Client.

### 2. Price and Payment

2.1 The Price shall be as indicated on invoices provided by Malaga Gardening And Mowing to the Client in respect of the Goods/Services supplied.

2.2 Time for payment for the Goods/Services shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice.

2.3 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Malaga Gardening And Mowing an amount equal to any GST Malaga Gardening And Mowing must pay for any supply by Malaga Gardening And Mowing under this or any other agreement for the sale of the Goods/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 in addition to the Price except where they are expressly included in the Price.

### 3. Default & Consequences of Default

3.1 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 Malaga Gardening And Mowing's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

3.2 If the Client owes Malaga Gardening And Mowing any money the Client shall indemnify Malaga Gardening And Mowing from and against all costs and disbursements incurred by Malaga Gardening And Mowing in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Malaga Gardening And Mowing's contract default fee, and bank dishonour fees).

3.3 Further to any other rights or remedies Malaga Gardening And Mowing may have under this contract, if a Client has made payment to Malaga Gardening And Mowing 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 Malaga Gardening And Mowing under this clause 3 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.

### 4. Privacy Act 1988

4.1 The Client agrees for Malaga Gardening And Mowing 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 Malaga Gardening And Mowing

4.2 The Client agrees that Malaga Gardening And Mowing 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

4.3 The Client consents to Malaga Gardening And Mowing being given a consumer credit report to collect overdue payment on commercial credit.

4.4 The Client agrees that personal credit information provided may be used and retained by Malaga Gardening And Mowing for the following purposes (and for other agreed purposes or required by):

(a) the provision of Goods; and/or

(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or

(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or

(d) enabling the collection of amounts outstanding in relation to the Goods.

4.5 Malaga Gardening And Mowing may give information about the Client to a CRB for the following purposes:

(a) to obtain a consumer credit report;

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- (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 4.6 The information given to the CRB may include:
  - (a) personal information as outlined in 4.1 above;
  - (b) name of the credit provider and that Malaga Gardening And Mowing 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 Malaga Gardening And Mowing has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
  - (g) information that, in the opinion of Malaga Gardening And Mowing, 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 dollars (\$100).
- 4.7 The Client shall have the right to request (by e-mail) from Malaga Gardening And Mowing :
  - (a) a copy of the information about the Client retained by Malaga Gardening And Mowing and the right to request that Malaga Gardening And Mowing correct any incorrect information; and
  - (b) that Malaga Gardening And Mowing does not disclose any personal information about the Client for the purpose of direct marketing.
- 4.8 Malaga Gardening And Mowing 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.
- 4.9 The Client can make a privacy complaint by contacting Malaga Gardening And Mowing via e-mail. Malaga Gardening And Mowing 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](http://www.oaic.gov.au).