
Standard Terms and Conditions for the provision of services and goods

Please read these Terms carefully as they contain important information regarding the Customer's (your) rights and obligations under this agreement and their dealings with 1.3. Orne Renovations.

These terms and conditions are used by all customers of Integrated Property Maintenance and Services Pty Ltd (ACN 627 000 515) in its capacity as trustee of the Integrated Maintenance Trust, trading as Orne Renovations.

1. Definitions

In these terms and conditions:

- 1.1. **Customer, your** or **you** means the person, firm or organisation entering into, or that has entered into, a contract, transaction or arrangement to obtain Services or Goods from Orne Renovations or its agents as specified in any invoice, document or Job Order provided by Orne Renovations.
- 1.2. **Goods** means any good, product or material required to undertake the Services, including those goods described in a Job Order provided by Orne Renovations to the Customer.
- 1.3. **Orne Renovations** means Integrated Property Maintenance and Services Pty Ltd (ACN 627 000 515) in its capacity as trustee of the Integrated Maintenance Trust and any person acting on behalf of and with the express authority of the director(s) of Orne Renovations and Services Pty Ltd.
- 1.4. **Job Order** means each tax invoice, quotation or job order or other paperwork provided by Orne Renovations to the Customer which describes the work or Services to be undertaken by Orne Renovations to the Customer, and includes any variations made by Orne Renovations.
- 1.5. **PPS Act** means - see clause 23.1.
- 1.6. **Services** includes property maintenance and or renovation services and such other services or work undertaken by Orne Renovations from time to time and includes the services or work referred to in a Job Order.
- 1.7. **Site** means the place or places where the Customer's work will be carried out.
- 1.8. **Terms** means the terms and conditions set out in these standard terms and conditions, including such other terms agreed by Orne Renovations and the Customer in writing.
- 1.9. if there is more than one Customer, these Terms bind them jointly and each of them severally;
- 1.10. nothing in these Terms constitutes a relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.
- 1.11. the whole or any part of any clause of these Terms that is illegal or unenforceable will be severed from these Terms and will not affect the continued operation of the remaining provisions of these Terms.
- 1.12. the failure of a party at any time to insist on performance of any obligation under these Terms is not a waiver of its right to insist on performance of that obligation or to claim damages unless that party acknowledges in writing that the failure is a waiver.
- 1.13. Orne Renovations accepts no responsibility for changes in any law which may affect the Services or the supply of Goods.
- 1.14. the Customer agrees to notify Orne Renovations in writing at least fourteen (14) days prior to any change whatsoever in ownership structure and, further, indemnifies Orne Renovations against any loss or damage that may result from the Customer's failure to notify Orne Renovations of any such change.

2. Application

- 2.1. The Terms apply to each contract, transaction or arrangement arising in respect of the supply of Services or Goods by Orne Renovations to the Customer. These Terms supersede any previous written or oral agreements or understandings (if any) entered into between Orne Renovations and the Customer in connection with the supply of Services or Goods.

3. Offers and Acceptance

- 3.1. Every Job Order is an estimate only and is subject to withdrawal, correction or alteration at any time prior to Orne Renovations' acceptance of the Job Order.
- 3.2. Unless otherwise agreed in writing, all quotations given by Orne Renovations are valid for thirty (30) days only.
- 3.3. All works performed will be performed by Orne Renovations during business hours Monday to Friday 7.30am to 4.00pm unless otherwise stated in the Customer's Job Order. Prices are quoted on the basis that works will be performed during business hours referred to in this clause. Work required by the Customer or otherwise necessitated outside of these hours, may increase the quoted price.
- 3.4. These Terms constitute the entire agreement between the parties regarding the provision of Services and Goods, unless otherwise agreed in writing between the parties.
- 3.5. These Terms take precedence over any terms and conditions which may be contained in any document provided by Orne Renovations (**Other Document**) and to the extent of any inconsistencies between these Terms and any Other Document, the terms of these Terms shall prevail.

- 3.6. In acceptance of the Job Order, the Customer warrants that it has not relied on any representation by Orne Renovations other than as supplied in writing in the quote.
- 3.7. Orne Renovations may in its absolute discretion require the Customer to complete a deed of guarantee and indemnity before undertaking any Service or delivery of Goods.

4. Prices

- 4.1. In the event of an increase in supply costs, wages, duties or like charges incurred by Orne Renovations in respect of undertaking the Services or supply of Goods to the Customer, Orne Renovations may vary the quoted price provided to the Customer at any time by giving notice by any means to the Customer to take into account and recover from the Customer the increase in supply costs, wages, duties or like charges that Orne Renovations has incurred or will incur.
- 4.2. Unless otherwise expressly stated, the quoted price excludes the costs of transportation of any goods to the Customer's point of delivery.

5. Variations

- 5.1. Any requested variations, alterations or modifications to the Services ordered by the Customer must be put to Orne Renovations in writing.
- 5.2. Orne Renovations in its absolute discretion may decide to accept or reject the variation, alteration or modification and will notify the Customer of its decision by any means.
- 5.3. Where Orne Renovations rejects any requested variations, alterations or modifications, and has undertaken, ordered or prepared Goods, the Customer will be required to accept the Goods and pay Orne Renovations in accordance with the original quotation.
- 5.4. Where any requested variation, alteration or modification is accepted, the original price quoted will be amended to reflect any consequential adjustment to the price of the Services or Goods.
- 5.5. Clauses 4 and 5 will not be invalid by reason of a failure of Orne Renovations stipulating the precise manner in which any variation in price is to be calculated.

6. Excavation

- 6.1. Unless otherwise stated in writing by Orne Renovations, the cost or quoted price in respect of all digging, excavation, dewatering and similar works (**Excavation Works**) is based on the soil or ground being clean and not dense (e.g. clay soil) or rocky (**Unfavourable Soil**).
- 6.2. If Orne Renovations encounters Unfavourable Soil whilst undertaking the Services, then Orne Renovations may:
 - 6.2.1. delay or extend the date that Services are due to be completed;
 - 6.2.2. charge an additional fee or cost to cover the cost in respect of the additional work and time required to undertake the Services (including the Excavation Works).

7. Excavation and Concrete works

- 7.1. Unless otherwise stated in writing by Orne Renovations, the cost to undertake:
 - 7.1.1. Excavation Works;
 - 7.1.2. concrete cutting or drilling or similar works (**Concrete Works**); or
 - 7.1.3. the reinstatement of driveway, footpath, court paving, gardens, lawn and similar areaswill be in addition to the price quoted in any Job Order.
- 7.2. Any quoted price in respect of Concrete Works is based on a concrete thickness of 150mm. If Orne Renovations encounters a concrete thickness of greater than 150mm whilst undertaking Concrete Works then Orne Renovations may (in its sole discretion) charge an additional fee or cost to cover the cost in respect of the additional work, equipment or time required to undertake such Concrete Works.

8. Services and Delivery of Goods

- 8.1. Delivery of any Good occurs when the Good is delivered by Orne Renovations to the Customer or its agent, or to a storage location designated by the Customer, unless otherwise agreed in writing between the parties.
- 8.2. Delivery dates of Goods or start or completion dates of Services are estimates only. To the extent permitted by law, Orne Renovations will not be liable for any loss or damage for failure to deliver Goods or start or complete the Services by the date stated by Orne Renovations. Orne Renovations will endeavour to provide notice of any delay to the delivery of Goods or start or complete the Services.
- 8.3. The Customer must promptly supply Orne Renovations with all technical information and commercial documentation necessary to undertake the Services.
- 8.4. Notwithstanding Retention of Title provisions as per Clause 21 hereof, the risk in Goods purchased will pass to the Customer upon delivery to the Customer or its agent.
- 8.5. Orne Renovations reserves the right to suspend works (**Suspension Date**) if the Site of any infrastructure on the Site or aspect of the Site is found to be faulty or dangerous. If requested by Orne Renovations, the Customer must pay Orne Renovations the cost of works up to the Suspension Date.

9. Site Plans and Information

- 9.1. If requested by Orne Renovations:

- 9.1.1. the Customer must assist Orne Renovations by providing Orne Renovations at least 5 (five) clear business days before the proposed commencement date of the Services accurate and complete site plans or other plans in respect of the Site that Orne Renovations may reasonably require; and
- 9.1.2. the Customer must advise Orne Renovations of the precise location of all underground services on the Site and clearly mark the same. The underground mains & services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may affect the Site.
- 9.2. The Customer indemnifies Orne Renovations for any claim for costs, expenses or losses suffered by Orne Renovations as a result of, or relating to, the Customer's failure to provide Orne Renovations:
 - 9.2.1. with the plans or information as referred in clause 9.1; or
 - 9.2.2. with the plans or information as referred in clause 9.1 by the time specified by Orne Renovations.
- 9.3. Unless otherwise notified by Orne Renovations in writing, the Customer is solely responsible for notifying councils or appropriate authorities in relation to works done by Orne Renovations for the Customer.
- 9.4. Whilst Orne Renovations will take all care to avoid damage to any underground services the Customer agrees to indemnify Orne Renovations in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.

10. Delay in Services

- 10.1. Should the Services at the Site be delayed for reasons beyond Orne Renovations' control, including (without limitation), bad weather, occasions when Orne Renovations encounters Unfavourable Soil or by conduct of the Customer or any other third party, then:
 - 10.1.1. Orne Renovations may recover the costs of such delay from the Customer;
 - 10.1.2. the Customer shall indemnify Orne Renovations from any increased costs, losses or expenses due to such delay; and
 - 10.1.3. to the extent permitted by law, Orne Renovations will not be liable for any loss or damage incurred by the Customer (or any other party).

11. Payment

- 11.1. The Customer must within the time specified in the Customer's Job Order pay Orne Renovations the total amount set out in the invoice in full and without deduction or set-off. If no time is specified within the Job Order or invoice delivered to the Customer, or such time is not clear, payment of the amount specified in the Job Order is payable within 7 days from the completion of Services (as determined by Orne Renovations).
- 11.2. Payment for Goods must be made upfront unless expressly waived by Orne Renovations.
- 11.3. At Orne Renovations' sole discretion a deposit or deposits may be required prior to Services being undertaken.
- 11.4. If a deposit is so requested by Orne Renovations the Customer acknowledges Orne Renovations is under no obligation to undertake any work until the deposit is received by Orne Renovations in full and when all details pertaining to the Services are finalised.
- 11.5. In the event of default as to payment owing to Orne Renovations or any breach of these Terms on the part of the Customer, Orne Renovations shall be entitled to the deposit (to recover any loss or cost incurred by Orne Renovations or for payment of Services undertaken, or Goods purchased, by Orne Renovations) and claim any profit or margin contemplated by or allowed for in the Job Order in addition to any remedy available to Orne Renovations at law or in equity.
- 11.6. No surcharge will apply to payments made via EFT (Electronic Funds Transfer) directly to Orne Renovations' bank account or payments made by Visa Card or Master Card (unless otherwise notified by Orne Renovations) (if applicable).
- 11.7. In the event of a dispute, the complete undisputed portion of the Services (as determined by Orne Renovations acting reasonably) must be paid in accordance with the payment terms set out in the Job Order, or within 7 days of demand by Orne Renovations (whichever is sooner).
- 11.8. In the event that the Customer fails to make any payment by the due date, all monies owing to Orne Renovations will become immediately due and payable, and Orne Renovations may in its discretion:
 - 11.8.1. cease Services, or withhold delivery of Goods, until all monies have been paid in full;
 - 11.8.2. exercise its rights under clause 15;
 - 11.8.3. engage any debt collection service or person or initiate legal proceedings to recover all outstanding monies;
 - 11.8.4. exercise all or any of its rights or powers of recovery or sale as provided for under these Terms.
- 11.9. Where work is to be carried out over a period exceeding seven (7) days (or such other period determined by Orne Renovations), then pro-rata progress payments (or progress claims) may be claimed and invoiced by Orne Renovations in its absolute discretion.
- 11.10. Interest on overdue amounts may be charged by Orne Renovations at a rate of 12 % per annum (compounding monthly) or part thereof and the Customer is liable for, and expressly undertakes to pay, all such interest.
- 11.11. Should it be considered necessary by Orne Renovations to incur legal or other expenses, including any such expenses to any debt collection agency, in obtaining, or attempting to obtain, payment for any amount due by the Customer, the Customer will be liable for all such expenses.
- 11.12. Amounts received by Orne Renovations may be applied first against interest, charges and expenses.

- 11.13. Any payment made by or on behalf of the Customer which is later avoided by the application of any Federal or State legislation or regulation or law shall be deemed not to discharge the Customer's indebtedness and, in such an event, the parties are to be restored to rights which each respectively would have had if the payment had not been made.
- 11.14. The Customer is liable for, and expressly undertakes to pay, all fees (including an including an administration fee in an amount to be set from time to time by Orne Renovations) incurred as a result of a cheque or electronic banking transaction being dishonoured for whatever reason.

12. Warranty

- 12.1. Any warranty as to the Goods shall be limited to the written warranty provided by the manufacturer to the Customer on or before installation of the Good.
- 12.2. Orne Renovations reserves the right to make null and void the warranty should the Goods or any part of the works be modified, altered, damaged or put to any undue stress other than in the way the Goods or works were designed to perform or where the Good is used contrary to any reasonable instructions provided by Orne Renovations.
- 12.3. To the extent permitted at law, Orne Renovations expressly excludes all statutory warranties including but not limited to all warranties relating to title, defects or conformity of the Goods or works performed.
- 12.4. Orne Renovations excludes all other conditions and warranties except any implied conditions or warranties the exclusion of which would contravene any Federal or State legislation or regulation or law or cause any clause of this agreement to be void (**Non-excludable Condition**).
- 12.5. Any warranty of Orne Renovations will not apply:
 - 12.5.1. unless notice of any defect and any claim in respect thereof is given in writing to Orne Renovations within the warranty period (if there is no warranty period – then ten (10) business days from the date of practical completion of the works);
 - 12.5.2. if any serial number or identification or instalment plate attached to the relevant Goods has been altered, rendered illegible or removed;
 - 12.5.3. if the Goods or any part of the works have been:
 - 12.5.3.1. subject to misuse, abuse, negligence or accident otherwise than by Orne Renovations;
 - 12.5.3.2. connected to improper, inadequate or faulty power, water or drainage services or operated using incorrect, insufficient or contaminated lubricants, coolants, refrigerants, or additives;
 - 12.5.3.3. installed, maintained or operated otherwise than in accordance with the instructions of Orne Renovations;
 - 12.5.3.4. damaged by foreign objects;
 - 12.5.3.5. serviced, repaired, altered or moved otherwise than by Orne Renovations or its nominees or using non approved replacement parts.
 - 12.5.4. if the Goods (or any part of the works) are used for any purpose or subjected to any operating conditions varying from that for which it was specifically supplied by Orne Renovations; or
 - 12.5.5. if damage to the Goods or works arose from corrosion, or physical or chemical properties of water, steam or chemical compounds unless the Goods were supplied by Orne Renovations for a purpose which contemplated these contributing elements and in respect of which there was specific and detailed prior disclosure by the Customer.
- 12.6. Orne Renovations' liability to the Customer in respect of any warranty of Orne Renovations that is applicable and valid, breach of any Non-excludable Condition, breach of contract or any negligent act or omission, is limited, at Orne Renovations' option, to:
 - 12.6.1. in the case of Goods, replacement or repair of the Good, or any part thereof, or the supply of equivalent Goods; and
 - 12.6.2. in the case of Services, the re-supply of the Service (by Orne Renovations or a contractor of Orne Renovations), or the cost of re-supply of that Service.
- 12.7. Unless otherwise agreed to in writing between the Customer and Orne Renovations, the Customer will be responsible for, and must meet all charges in respect of:
 - 12.7.1. making the Goods accessible for service including the removal, dismantling or reinstatement of any equipment to which the Goods may be connected or from premises where the Goods are installed;
 - 12.7.2. labour, transportation, travelling or communication expenses necessarily incurred in the provision of services or repairing Goods at locations; and
 - 12.7.3. any surcharge applicable in respect of the provision of services or repairing Goods outside normal working hours.
- 12.8. Notwithstanding any other provision of these Terms, Orne Renovations is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Customer for:
 - 12.8.1. any consequential loss or damage
 - 12.8.2. any increased costs or expenses;
 - 12.8.3. any loss of profit, revenue, business, contracts or anticipated savings;
 - 12.8.4. any loss or expense resulting from a claim by a third party; or
 - 12.8.5. any loss or damage arising from any delay in delivery or failure to deliver any Goods or Service, either whole or in part, due to circumstances beyond Orne Renovations' control;
 - 12.8.6. any loss or damage arising from the Services.

13. Marketing materials

- 13.1. The Customer grants to Orne Renovations the right to:
 - 13.1.1. take photographs, film, videotape or other images of the works completed in or otherwise located at the Customer's premises or Site, and to use, reproduce, publish, edit, modify, dispose of or otherwise deal with those images; and
 - 13.1.2. reproduce and publish the Customer's name and trademarks, and disclose the fact that Orne Renovations has provided Services to the Customer.

14. Confidentiality

- 14.1. The Customer must keep confidential all confidential information (**Confidential Information**) of Orne Renovations that comes into the Customer's possession or control in connection with these Terms or otherwise.
- 14.2. The obligations of confidentiality under these Terms do not extend to information that:
 - 14.2.1. is rightfully known to or in the possession or control of the Customer and not subject to an obligation of confidentiality;
 - 14.2.2. is public knowledge (otherwise than as a result of a breach of these Terms); or
 - 14.2.3. is required by law to be disclosed.
- 14.3. The Customer must promptly return to Orne Renovations all Confidential Information upon request.

15. Cancellation

- 15.1. Orne Renovations may cancel or postpone the Services or delivery of Goods at any time before commencement of the Services by giving reasonable notice to the Customer by any means.
- 15.2. In the event that the Customer causes a delay in the commencement of the Services in accordance with a Job Order or any cancellation or postponement of the provision of the Services or delivery of Goods:
 - 15.2.1. Orne Renovations is not liable for any loss or damage, including any consequential loss or damage, as a result of any such delay or cancellation or postponement;
 - 15.2.2. the Customer is liable for any costs incurred by Orne Renovations up to the time of the cancellation or postponement.

16. Assignment

- 16.1. The Customer may not assign or transfer any of its rights or obligations under these Terms to any other person without the prior written approval of Orne Renovations which may be withheld by Orne Renovations in its absolute discretion.
- 16.2. Orne Renovations may assign or transfer any of its rights or obligations under these Terms without the approval of the Customer.

17. Termination

- 17.1. These Terms will continue in force until terminated in accordance with these Terms.
- 17.2. Orne Renovations may terminate these Terms with immediate effect upon written notice to the Customer if:
 - 17.2.1. the Customer suffers an insolvency event, including if a receiver/receiver and manager, liquidator, provisional liquidator, administrator, trustee in bankruptcy or other like person is appointed, or a scheme of arrangement is proposed or approved in respect of the Customer, or a deed of company arrangement is proposed or approved in respect of the Customer, or a mortgagee enters into possession of any of the Customer's assets or an application is made for the winding up or sequestration of the estate of the Customer;
 - 17.2.2. the Customer breaches a term of this agreement, and fails to remedy that breach within 7 days of a written notice requiring it to do so; or
 - 17.2.3. the Customer does not agree with Orne Renovations' proposed variation to the Terms in accordance with clause 19.2.
- 17.3. Orne Renovations may terminate these Terms upon one month's prior written notice to the Customer.
- 17.4. Upon termination of these Terms:
 - 17.4.1. all monies owing to Orne Renovations will immediately become due and payable;
 - 17.4.2. Orne Renovations may, in its discretion, exercise its rights under clause 21;
 - 17.4.3. Orne Renovations may stop all work;
 - 17.4.4. the Customer will be required to reimburse Orne Renovations for all reasonable costs incurred by Orne Renovations, up until the date of termination, in connection with the supply of Goods and Services up to termination.
- 17.5. Termination of these Terms will not affect any accrued rights or remedies any party may have as at the date of termination.

18. Force Majeure

- 18.1. Neither Orne Renovations nor the Customer shall be liable for any breach of any provision of any contract between them arising from an act of their respective God, natural disaster, terrorism, pandemic, war or any other, specified or un-specified, occurrence beyond the control of either party.

19. Variation of Terms

- 19.1. These Terms may be amended or superseded from time to time by notice given by Orne Renovations by any means.
- 19.2. If the Customer does not agree to Orne Renovations' proposed variations, the contract between Orne Renovations and the Customer will terminate.
- 19.3. Where the Customer places a further Job Order after provision of the amended Terms, the Customer is deemed to have accepted the proposed variations.

20. Jurisdiction

These Terms shall be read and construed in accordance with the laws of the State of South Australia and the Customer submits to the non-exclusive jurisdiction of the courts of South Australia in respect of any dispute or any other matter arising out of these Terms.

21. Retention of Title

- 21.1. Title in all the Goods supplied shall remain vested in Orne Renovations and shall not pass to the Customer until all monies owing to Orne Renovations by the Customer together with all collection, repossession and/or legal costs incurred have been paid in full. If any of the Goods are damaged or destroyed prior to the title passing to the Customer, Orne Renovations is entitled, without affecting any other rights and remedies under these Terms, to any insurance proceeds payable for the Goods in accordance with the PPS Act.
- 21.2. The Goods, whether as separate chattels or as components, and the proceeds from the use or sale of the Goods, shall be stored in such a manner as to be clearly identifiable and traceable as the property of Orne Renovations until title has passed to the Customer.
- 21.3. Where the Customer is liable for and has failed to pay for the Goods or the Services, Orne Renovations may demand at any time until title has passed to the Customer that the Customer returns the Goods or any part of them.
- 21.4. In the event that the Customer defaults in the payment of any monies owing to Orne Renovations, Orne Renovations and its employees or agents shall have the right to enter without notice upon the Customer's premises or any other premises where the Goods are known to be stored (and the Customer must ensure that Orne Renovations has the right to enter such premises at all times) to repossess the Goods and for this purpose the Customer shall grant reasonable access rights and Orne Renovations, its employees or agents shall be entitled to do all things required to secure repossession or render inoperative such Goods or associated equipment by the removal of some component, part or device therefrom.
- 21.5. Orne Renovations may, without notice to the Customer, resell any Goods it repossesses under this clause. In the event that Orne Renovations repossess and sells any Goods under this clause, Orne Renovations will repay to the Customer such amounts (if any), up to the amount paid by the Customer for the relevant Goods, remaining after deduction of all costs and expenses incurred by Orne Renovations in exercising its rights under this clause (including repossession, selling and storage costs, and revaluing the Good to ascertain its resale value). The amount payable by Orne Renovations under this clause will be reduced in accordance with any reduction in the value of the Good due to damage while in the possession or control of the Customer.

22. Taxes

- 22.1. Unless specifically described as 'GST inclusive', any consideration to be paid or provided for a supply by Orne Renovations to the Customer does not include any amount on account of goods and services tax, or any similar tax applicable in Australia (**GST**). Where any supply is subject to GST (other than a supply the consideration for which is specifically described as 'GST inclusive'), the Customer must, at the same time and in the same manner as the GST exclusive consideration is payable or to be provided for that supply, pay to Orne Renovations an amount equal to the GST payable by Orne Renovations in respect of that supply.
- 22.2. Any local, state or federal authority charges are in addition to prices quoted and are payable by the Customer and if paid by Orne Renovations are refundable by the Customer to Orne Renovations.

23. Personal Property Securities Act 2009 (Cth)

- 23.1. For the purpose of these Terms, as appropriate, any words contained in the subsequent clauses have the respective meanings as defined in the Personal Property Securities Act 2009 (Cth) (**PPS Act**) and the parties acknowledge that:
 - 23.1.1. the Customer is the grantor,
 - 23.1.2. Orne Renovations is the secured party;
 - 23.1.3. the Goods, which are commercial property, are the collateral; and
 - 23.1.4. attachment occurs on acceptance of the Customer's Job Order.
- 23.2. The Customer agrees that where the Services or the Goods are supplied on credit by Orne Renovations then:
 - 23.2.1. the Customer charges, and agrees to charge, all of the Goods with payment of all amounts owed in accordance with these Terms;
 - 23.2.2. the Customer confirms that the Goods are held on trust for Orne Renovations; and
 - 23.2.3. that the Customer holds the Goods subject to the powers and rights of Orne Renovations contained or implied in these Terms and the PPS Act.
- 23.3. The Customer acknowledges these terms give rise to a Security Interest in favour of Orne Renovations, which Orne Renovations may, in its discretion, affect a registration on the PPS Act register (in any manner Orne

Renovations deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these Terms.

- 23.4. The Customer waives its right to receive notice of a verification statement in relation to any registration by Orne Renovations on the register.
- 23.5. The Customer agrees to promptly execute any documents, provide all relevant information, fully cooperate with Orne Renovations and do any other act or thing that Orne Renovations requires to ensure that Orne Renovations has a perfected security interest in, and has priority over any other security interests in, the Goods or otherwise. In the event that the Customer does not provide the necessary details to complete a valid financing statement for the purposes of the PPS Act, then the Customer agrees that, until all monies owing to Orne Renovations are paid in full, it shall not sell or grant any other security interest in the Goods.
- 23.6. The Customer will not:
 - 23.6.1. register a financing change statement in respect of the Security Interest; or
 - 23.6.2. agree to or create another Security Interest in the Goods; without Orne Renovations' prior written consent.
- 23.7. If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising in connection with these terms, the Customer agrees that the following provisions of the PPS Act will not apply to the enforcement of these terms: section 95 (notice of removal of accession), to the extent that it requires Orne Renovations to give a notice to the Customer; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires Orne Renovations to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and, section 143 (reinstatement of security agreement).
- 23.8. Notices or documents required or permitted to be given to Orne Renovations for the purpose of the PPS Act must be given in accordance with the PPS Act.
- 23.9. Orne Renovations agrees with the Customer not to disclose information of the kind mentioned in subsection 275(1) of the PPS Act except in circumstances required by paragraphs 275(7)(b)-(e).
- 23.10. If Orne Renovations receives any notice in relation to the Customer under section 64 of the PPS Act, all outstanding monies may, at Orne Renovations' discretion, become immediately due and payable.
- 23.11. The Customer agrees to reimburse Orne Renovations, upon demand, for all costs and/or expenses incurred or payable by Orne Renovations in relation to registering or maintaining any financing statement, releasing in whole or in part Orne Renovations' security interest or any other document in respect of any security interest.

24. Privacy

- 24.1. The Customer hereby authorises Orne Renovations to collect, retain, record, use and disclose consumer and/or commercial information about the Customer, in accordance with the Privacy Act 1988 and subsequent amendments, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by Orne Renovations, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.
- 24.2. Orne Renovations may give information about the Customer to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Customer's credit file. This information may be given before, during or after the provision of credit to the Customer and will be in accordance with the Privacy Act 1988 and subsequent amendments.

25. Security & Charge

- 25.1. The Customer hereby mortgages and charges all real and personal property both equitable and legal, present or future of the Customer in respect of any monies that may be owing by the Customer to Orne Renovations under these terms and conditions, a Job Order or otherwise and hereby consents to Orne Renovations or its solicitors to registering a caveat over any real property owned by the Customer (whether or not with others) at any time.

26. Indemnity

- 26.1. To the full extent permitted by law, the Customer will indemnify Orne Renovations and keep Orne Renovations indemnified from and against any liability and any loss or damage Orne Renovations may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these terms and conditions by the Customer or its representatives.

27. South Australia, Building and Construction Industry Security of Payments Act 2009

- 27.1. At Orne Renovations' sole discretion, the provisions of the *Building and Construction Industry Security of Payments Act 2009* may apply.
- 27.2. Nothing in these Terms is intended to have the effect of contracting out of any applicable provisions of the *Building and Construction Industry Security of Payments Act 2009* of South Australia, except to the extent permitted by the Act where applicable.
- 27.3. The Customer accepts that email is a valid format to receive payment claims made under the *Building and Construction Industry Security of Payments Act 2009* or any other notice under these Terms.