

D S D Investments Pty Ltd T/A Citywide Signs & Neon – Terms & Conditions of Trade

1.	Definitions	5.3	At Citywide's sole discretion, a reasonable deposit may be required upon placement of an order for Goods/Services, in accordance with any quotation provided by Citywide or as notified to the Client prior to the placement of an order for Goods/Services.	(b)	the Goods supplied by Citywide may experience shrinkage or may move after installation/application, which is considered normal practice for these types of Goods and thereby not covered by Citywide as a defect or under warranty. Citywide shall not be liable for any loss or damage in this event, where circumstances are beyond the control of Citywide;
1.1	"Citywide" means D S D Investments Pty Ltd T/A Citywide Signs & Neon, its successors and assigns or any person acting on behalf of and with the authority of D S D Investments Pty Ltd T/A Citywide Signs & Neon.	5.4	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Citywide, which may be:	(c)	in the event that the vehicle is stored for any period on Citywide's premises that it is done so at the Client's own risk, and it shall be the Client's responsibility to ensure their vehicle, and its contents are insured adequately or at all; and
1.2	"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Citywide to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:		(a) on delivery of the Goods; or	(d)	Citywide can only provide its Services on a vehicle in its current state as supplied to Citywide therefore Citywide shall not accept any responsibility for the workmanship of any third party that has worked on a Client's vehicle prior to Services being undertaken by Citywide (including, but not limited to, poor paintwork or repairs).
	(a) if there is more than one Client, is a reference to each Client jointly and severally; and		(b) by way of instalments/progress payments in accordance with Citywide's payment schedule. Such payment claims may include the reasonable value of authorised variations, and the value of any Goods delivered to the site but not yet installed; or		
	(b) if the Client is a partnership, it shall bind each partner jointly and severally; and		(c) the date specified on any invoice or other form as being the date for payment; or		
	(c) if the Client is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and		(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Citywide.		
	(d) includes the Client's executors, administrators, successors, and permitted assigns.	5.5	Payment may be made by cheque, bank cheque, electronic/on-line banking or by any other method as agreed to between the Client and Citywide.	8.	Access
1.3	"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, client information (including but not limited to, "Personal Information" such 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.	5.6	Citywide may in its discretion allocate any payment received from the Client towards any invoice that Citywide determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Citywide may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Citywide, payment will be deemed to be allocated in such manner as preserves the maximum value of Citywide's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	8.1	The Client shall ensure that Citywide has clear and free access to the installation site/vehicle at all times to enable them to undertake the Services. Citywide shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Citywide.
1.4	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	5.7	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Citywide nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify Citywide in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Citywide investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Citywide placing the Client's account into default and subject to default interest in accordance with clause 16.1.	8.2	It is the responsibility of the Client to ensure that access to the site is suitable to accept the weight of laden trucks, cranes or other lifting equipment as may be deemed necessary by Citywide.
1.5	"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 can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using Citywide's 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 making enquiries via the website.	5.8	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Citywide an amount equal to any GST Citywide must pay for any supply by Citywide under this or any other agreement for the sale of the Goods. 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.	9.	Client Responsibilities
				9.1	Prior to the commencement of the Services (where applicable) the Client must engage a:
					(a) licensed service locator to locate any underground services in the vicinity of the site in which the Goods are to be installed. Dial Before You Dig must be consulted and any potential underground services marked on site; and
					(b) third party contractor to assess any potential overhead obstructions and/or powerlines.
				9.2	Whilst Citywide will take all care to avoid damage to any underground services and/or powerlines the Client agrees to indemnify Citywide 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 and/or where powerlines were not assessed. If the Client requests Citywide to engage the service locator/third party contractor, then this shall be in addition to the Price.
1.6	"Goods" means all Goods or Services supplied by Citywide to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).			10.	Compliance with Laws
1.7	"GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).	6.	Delivery of Goods	10.1	The Client and Citywide shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods/Services.
1.8	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Citywide and the Client in accordance with clause 5 below.	6.1	Delivery ("Delivery") of the Goods is taken to occur at the time that:	10.2	The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
2.	Acceptance		(a) the Client or the Client's nominated carrier takes possession of the Goods at Citywide's address; or	10.3	The Client agrees that the site will comply with any occupational health and safety (OHS) laws relating to the site and any other relevant safety standards or legislation.
2.1	The parties acknowledge and agree that:		(b) Citywide (or Citywide's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.		
	(a) they have read and understood the terms and conditions contained in this Contract; and	6.2	The cost of Delivery will be payable by the Client in accordance with the quotation provided by Citywide to the Client, or as otherwise notified to the Client prior to the placement of an order for Goods.	11.	Title
	(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	6.3	Citywide may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	11.1	Citywide and the Client agree that ownership of the Goods shall not pass until:
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	6.4	The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.	11.2	(a) the Client has paid Citywide all amounts owing to Citywide; and
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	6.5	Any time specified by Citywide for Delivery of the Goods is an estimate only and Citywide will not be liable for any loss or damage incurred by the Client because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If Citywide is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then Citywide shall be entitled to charge a reasonable fee for redelivery and/or storage.	11.3	(b) the Client has met all of its other obligations to Citywide.
2.4	The Client acknowledges and accepts that the supply of Goods on credit shall not take effect until the Client has completed a credit application with Citywide and it has been approved with a credit limit established for the account. In the event that the supply of Goods requested exceeds the Client's credit limit and/or the account exceeds the payment terms, Citywide reserves the right to refuse delivery.				Receipt by Citywide of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
2.5	Once accepted by the Client, Citywide's written quotation shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, Citywide shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.	7.	Risk		It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 11.1:
2.6	In the event that the Client believes that Citywide has scratched the Client's vehicle during the installation/application process of the Goods, the Client shall within twenty-four (24) hours of delivery (time being of the essence) notify Citywide of any alleged damage. The Client shall afford Citywide an opportunity to inspect the vehicle within a reasonable time following delivery. If the Client fails to comply with this clause 2.6, the vehicle shall be presumed to be free from any damage.	7.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.		(a) the Client is only a bailee of the Goods and must return the Goods to Citywide on request;
2.7	Electronic signatures shall be deemed to be accepted by either party provided that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	7.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Citywide is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Citywide is sufficient evidence of Citywide's rights to receive the insurance proceeds without the need for any person dealing with Citywide to make further enquiries.		(b) the Client holds the benefit of the Client's insurance of the Goods on trust for Citywide and must pay to Citywide the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
		7.3	If the Client requests Citywide to leave Goods outside Citywide's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.		(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Citywide and must pay or deliver the proceeds to Citywide on demand;
3.	Errors and Omissions	7.4	All work carried out whether experimentally or otherwise at the Client's request will be charged to the Client.		(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Citywide and must sell, dispose of or return the resulting product to Citywide as it so directs;
3.1	The Client acknowledges and accepts that Citywide shall, without prejudice, accept no liability in respect of any alleged or actual errors) and/or omission(s):	7.5	Any tabulated work and/or foreign language included in the job but not contained in the manuscript originally submitted for the purpose of estimating may be charged to the Client and shown as extras on the invoice.		(e) the Client irrevocably authorises Citywide to enter any premises where Citywide believes the Goods are kept and recover possession of the Goods;
	(a) resulting from an inadvertent mistake made by Citywide in the formation and/or administration of this Contract; and/or	7.6	Unless otherwise agreed, the Client shall bear the cost of fonts, or colour proofs, or artwork, specially bought at its request for the Services.		(f) Citywide may recover possession of any Goods in transit whether or not Delivery has occurred;
	(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Citywide in respect of the Services.	7.7	Citywide shall be under no liability whatever to the Client for any variation (beyond the reasonable control of Citywide) in colours between the approved prototype and the finished Goods.		(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Citywide; and
3.2	In circumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Client Error"). The Client must pay for all Goods it orders from Citywide notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take Delivery of such Goods. Citywide is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.	7.8	Where the performance of any contract with the Client requires Citywide to obtain Goods or Services from a third party, the Contract between Citywide and the Client shall incorporate and shall be subject to the conditions of supply of such Goods and Services to Citywide, and the Client shall be liable for the cost in full including Citywide's margin of such Goods or Services.		(h) Citywide may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
		7.9	Whilst every care is taken by Citywide to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading of the Goods. Citywide shall be under no liability whatever for any errors not corrected by the Client in the final proof reading. Should the Client's alterations require additional proofs this shall be invoiced as an extra.	12.	Personal Property Securities Act 2009 ("PPSA")
4.	Change in Control			12.1	In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
4.1	The Client shall give Citywide not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by Citywide as a result of the Client's failure to comply with this clause.	7.10	Citywide is under no obligation to provide samples of Goods ordered other than by virtual (computerised) sample. Whilst every effort will be taken by Citywide to match virtual colours with physical colours, Citywide will take no responsibility for any variation between virtual sale samples and either the virtual sale sample displayed on the Client's computer and/or the final product. Should a physical sample be required this will be provided on request by the Client and will be charged for as an extra including return freight, the charge will be contra against the final invoice.	12.2	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Citywide to the Client, and the proceeds from such Goods.
5.	Price and Payment			12.3	The Client undertakes to:
5.1	At Citywide's sole discretion, the Price shall be either:				(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Citywide may reasonably require to:
	(a) as indicated on any invoice provided by Citywide to the Client upon placement of an order for Goods; or	7.11	Whilst every effort will be taken by Citywide to match Pantone Matching System ("PMS") colours, Citywide will take no responsibility for any variation due to substrates, half tones and/or detailed graphics between sale samples (including, but not limited to, virtual or physical samples) and the final product.		(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
	(b) Citywide's quoted Price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	7.12	In the case of property and materials left with Citywide without specific instructions, Citywide shall be free to dispose of them at the end of twelve (12) months after his receiving them and to accept and retain any proceeds gained from such disposal to cover Citywide's costs in holding and handling such items.		(ii) register any other document required to be registered by the PPSA; or
5.2	Citywide reserves the right to change the Price if a variation to Citywide's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site/vehicle, site conditions being unfavourable for the Services to commence or be completed, availability of machinery, change in scope of work required, delays or non-approval in obtaining council or local authority permits, or as a result of any increase to Citywide in the cost of materials and labour etc which are beyond Citywide's control) will be charged for on the basis of Citywide's quotation, and will be detailed in writing, and shown as variations on Citywide's invoice. The Client shall be required to respond to any variation submitted by Citywide within ten (10) working days. Failure to do so will entitle Citywide to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	7.13	Where materials or equipment are supplied by the Client for the provision of Services Citywide shall accept no liability for imperfect work carried out by, or the unsuitability of, such materials or equipment for the Services.		(iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii).
		7.14	Any change or correction to any film, bromides, artwork and/or any printing surface supplied by the Client which is deemed necessary by Citywide to ensure correctly finished work shall be invoiced as an extra. The Client acknowledges and accepts that:		(b) indemnify, and upon demand reimburse, Citywide for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
		7.15	(a) it is the Client's responsibility to remove all personal/valuable items from the vehicle prior to Citywide carrying out the Services. Citywide shall not be liable in the event of any apparent loss or damage to personal/valuable items left in the vehicle;		(c) not register a financing change statement in respect of a security interest without the prior written consent of Citywide; and
					(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of Citywide; and
					(e) immediately advise Citywide of any material change in its business or methods of selling the Goods which would result in a change in proceeds derived from such sales.
				12.4	Citywide and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
				12.5	The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
				12.6	The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

Please note that a larger print version of these terms and conditions is available from Citywide on request.

D S D Investments Pty Ltd T/A Citywide Signs & Neon – Terms & Conditions of Trade

12.7	Unless otherwise agreed to in writing by Citywide, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.	(a)	any money payable to Citywide becomes overdue, or in Citywide's opinion the Client will be unable to make a payment when it falls due;	18.10	Citywide will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
12.8	The Client must unconditionally ratify any actions taken by Citywide under clauses 12.3 to 12.5.	(b)	the Client has exceeded any applicable credit limit provided by Citywide;	18.11	The Client can make a privacy complaint by contacting Citywide via e-mail. Citywide will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
12.9	Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	(c)	the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or		
13.	Security and Charge	(d)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	19.	Unpaid Seller's Rights
13.1	In consideration of Citywide agreeing to supply the Goods and/or provide its Services, the Client grants Citywide a security interest by way of a floating charge (registrable by Citywide pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or owned by the Client in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services under this Contract and/or permit Citywide to appoint a receiver to the Client in accordance with the Corporations Act 2001 (Cth).	17.	Cancellation	19.1	Where the Client has left any item with Citywide for repair, modification, exchange or for Citywide to perform any other service in relation to the item and Citywide has not received or been tendered the whole of any monies owing to it by the Client, Citywide shall have, until all monies owing to Citywide are paid:
13.2	The Client indemnifies Citywide from and against all Citywide's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Citywide's rights under this clause.	17.1	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.	19.2	(a) a lien on the item; and (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
13.3	In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 11.1, 12.2 and 13.1 as applicable, is deemed insufficient by Citywide to secure the repayment of monies owed by the Client to Citywide, the Client hereby grants Citywide a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	17.2	If Citywide, due to reasons beyond Citywide's reasonable control, is unable to deliver any Goods and/or Services to the Client, Citywide may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by a greater written notice to the Client. On giving such notice Citywide shall repay to the Client any money paid by the Client for the Goods and/or Services. Citywide shall not be liable for any loss or damage whatsoever arising from such cancellation.	20.	Building and Construction Industry Security of Payment Act 2002
14.	Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)	17.3	The Client may cancel Delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels Delivery in accordance with this clause 17.3, the Client will not be liable for the payment of any costs of Citywide, except where a deposit is payable in accordance with clause 5.3. However, cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will not be accepted once production has commenced, or an order has been placed.	20.1	At Citywide's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply.
14.1	The Client must inspect the Goods on Delivery and must within seven (7) days of Delivery notify Citywide in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Citywide to inspect the Goods.	17.4	Privacy Policy	20.2	Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payment Act 2002 of Victoria, except to the extent permitted by the Act where applicable.
14.2	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).	18.	All emails, documents, images, or other recorded information held or used by Citywide is Personal Information, as defined and referred to in clause 18.4, and therefore considered Confidential Information. Citywide acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Citywide acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Citywide that may result in serious harm to the Client, Citywide will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.	21.	Service of Notices
14.3	Citywide acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.1	Notwithstanding clause 18.1, privacy limitations will extend to Citywide in respect of Cookies where the Client utilises Citywide's website to make enquiries. Citywide agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:	21.1	Any written notice given under this Contract shall be deemed to have been given and received:
14.4	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Citywide makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Citywide's liability in respect of these warranties is limited to the fullest extent permitted by law.		(a) IP address, browser, email client type and other similar details; (b) the Client's website usage and interaction; (c) reports are available to Citywide when Citywide sends an email to the Client, so Citywide may collect and review that information ("collectively Personal Information").		(a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; or (e) if sent by email to the other party's last known email address.
14.5	If the Client is a consumer within the meaning of the CCA, Citywide's liability is limited to the extent permitted by section 64A of Schedule 2.	18.2	If the Client consents to Citywide's use of Cookies on Citywide's website and later wishes to withdraw that consent, the Client may manage and control Citywide's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.	21.2	Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
14.6	If Citywide is required to replace the Goods under this clause or the CCA, but is unable to do so, Citywide may refund any money the Client has paid for the Goods.		The Client agrees for Citywide 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) about the Client in relation to credit provided by Citywide.	22.	Trusts
14.7	If the Client is not a consumer within the meaning of the CCA, Citywide's liability for any defect or damage in the Goods is:	18.3	(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 (2) years.	22.1	If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not Citywide may have notice of the Trust, the Client covenants with Citywide as follows:
14.8	Subject to this clause 14, returns will only be accepted provided that:		The Client consents to Citywide being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.		(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund; (b) the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not during the term of the Contract without consent in writing of Citywide (Citywide will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any assignment or distribution of capital of the Trust; or (iv) any resettlement of the trust fund or trust property.
14.9	Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, Citywide shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:	18.4	The Client agrees that Citywide may exchange information about the Client with those credit providers and with related body corporates for the following purposes:	23.	General
14.10	(a) the Client failing to properly maintain or store any Goods; (b) the Client using the Goods for any purpose other than that for which they were designed; (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (d) the Client failing to follow any instructions or guidelines provided by Citywide; and/or (e) fair wear and tear, any accident, or act of God.		(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 (2) years.	23.1	Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
14.11	Subject to clause 14.1, customised, or non-stockist items or Goods made or ordered to the Client's specifications are not acceptable for credit or return.	18.5	The Client agrees that Citywide may exchange information about the Client with those credit providers and with related body corporates for the following purposes:	23.2	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be found to be unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
15.	Intellectual Property	18.6	The Client agrees that personal credit information provided may be used and retained by Citywide for the following purposes (and for other agreed purposes or required by):	23.3	These terms and conditions and any Contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).
15.1	Where Citywide has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Citywide. Under no circumstances may such designs, drawings and documents be used without the express written approval of Citywide.		(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.	23.4	Citywide may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
15.2	The Client warrants that all designs, specifications, or instructions given to Citywide will not cause Citywide to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Citywide against any action taken by a third party against Citywide in respect of any such infringement.	18.7	Citywide may give information about the Client to a CRB for the following purposes:	23.5	The Client cannot licence or assign without the written approval of Citywide.
15.3	The Client agrees that Citywide may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Citywide has created for the Client.		(a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Client including credit history.	23.6	Citywide may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Citywide's sub-contractors without the authority of Citywide.
16.	Default and Consequences of Default	18.8	The information given to the CRB may include:	23.7	The Client agrees that Citywide may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Citywide to provide Goods to the Client.
16.1	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 Citywide's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.		(a) Personal Information as outlined in 18.4 above; (b) name of the credit provider and that Citywide 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 (provided Citywide is a member of an approved OAIC External Disputes Resolution Scheme), 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 Citywide has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);	23.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to any contract where the Client has made a payment to Citywide, once the parties agree that the Force Majeure event has ceased.
16.2	If the Client owes Citywide any money, the Client shall indemnify Citywide from and against all costs and disbursements:		(g) information that, in the opinion of Citywide, the Client has assigned or transferred any assignment or other document entered, or advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	23.9	Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
16.3	(a) incurred; and/or (b) which would be incurred and/or (c) for which the Client would be liable;	18.9	The Client shall have the right to request (by e-mail) from Citywide:	23.10	The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution or delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
16.4	In regard to legal costs on a solicitor and own client basis incurred in exercising Citywide's rights under these terms and conditions, internal administration fees, Citywide's Contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees. Further to any other rights or remedies Citywide may have under this Contract, if a Client has made payment to Citywide, 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 Citywide under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.		(a) a copy of the Personal Information about the Client retained by Citywide and the right to request that Citywide correct any incorrect Personal Information; and (b) that Citywide does not disclose any Personal Information about the Client for the purpose of direct marketing.	23.11	If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.

Please note that a larger print version of these terms and conditions is available from Citywide on request.