

# STA CONSULTING GROUP PTY LTD T/A STA CONSULTING ENGINEERS - TERMS & CONDITIONS OF TRADE

These are terms and conditions upon which STA Consulting Group Pty Ltd ("the Supplier as defined in these Credit Account Terms and Conditions of Agreement") may supply goods ("the goods") and services on credit to an accepted credit account Applicant ("the Applicant") in response to orders of the Applicant.

## 1. ACCOUNT TERMS

The Supplier may in its absolute discretion refuse the Applicant credit facilities or suspend or discontinue the supply of goods and services to the Applicant or to increase or vary the Applicant's credit limit at any time without any obligation to provide to the Applicant or the Applicant's guarantors, a reason for such action.

All goods or services delivered to the Applicant by the Supplier must be paid for in full by the Applicant on or before the 14<sup>th</sup> day following the date of issue of the invoice in respect of the goods or services ("the Due Date") except where otherwise agreed in writing between the Applicant and the Supplier.

The Applicant will pay the Supplier for any and all the Supplier's expenses including but no limited to any legal costs (on an indemnity basis), stamp duties and other expenses payable under these terms and conditions together with any collection costs or dishonoured cheque fees incurred in connection with the enforcement of, or the preservation of any rights under these terms and conditions. Such costs, duties and other expenses as well as interest payable may be received as a liquidated debt.

The Applicant shall not deduct any amount from the amount due on any Supplier invoices or statement. The Application shall not make any claim on the Supplier if any amounts are outstanding from the Applicant to the Supplier. The Application is not entitled to set off any amounts owing to the Application by the Supplier against its outstanding debts to the Supplier.

Inspection Certificates remain the property of STA Consulting Group Pty Ltd until payment has been received in full.

## 2. GENERAL

Unless agreed to in writing by the Supplier, any variation of these terms and conditions by the Applicant, including an terms and conditions of the Applicant's order deviating from or inconsistent with these terms and conditions, is inapplicable.

The Supplier may vary these terms and conditions by a notice of variation in writing to the Application. The Application agrees that the purchase of any goods or services after the date of a notice of variation will be deemed to be an acceptance of such carried terms and conditions by the Application.

Where the Applicant is comprised of two or more persons, companies or other entities then each is jointly and severally liable to pay all monies owed by the Application to the Supplier.

Where there is any inconsistency between these terms and conditions (including any updated versions of these terms and conditions) and any subsequent agreement with the Applicant for the supply of goods and services by the Supplier, then such subsequent agreement shall prevail to the extent that it is inconsistent with these terms and conditions (including any updated versions of these terms and conditions) but the balance of these terms and conditions shall continue to apply.

Any waiver of any of these terms and conditions by the Supplier shall not be construed as a continuing waiver of that term or condition and the Supplier shall be entitled to require compliance with all these terms and conditions at any time. Any such waiver by the Supplier must be in writing.

## 3. EVIDENCE OF MONIES PAYABLE

A statement in writing signed by any director, secretary, administration manager or credit manager of the Supplier stating the balance of the monies due to the Supplier by the Applicant shall be prima facie evidence of the amount of indebtedness of the Applicant to the Supplier at the date of that statement.

## 4. CREDIT LIMIT

An credit limit is solely for the benefit of the Supplier

The obligations of the Applicant under this Agreement remain unchanged if the credit limit is exceeded or not specific at any time.

## 5. DEFAULT

If there is any default by the Applicant in making due payment to the Supplier of any monies owing by the Applicant, or if an administrator, liquidator or receiver and manager or controller is appointed in respect of the Applicant or the Applicant goes into bankruptcy or commits any act of bankruptcy, or if there is a breach by the Applicant of any of these terms and conditions then: All monies payable by the Applicant to the Supplier shall at the Supplier's election become immediately due and payable notwithstanding that the due date for payment of any of the monies shall not have expired.

The Supplier may terminate this Agreement forthwith.

## 6. SEVERANCE

In the event that the whole or any part of parts of any clause in this Agreement is found to be unenforceable by a Court then such clause or part thereof shall be to that extent severed from these terms and conditions without effect to the validity and enforceability of the remainder of these terms and conditions.

## 7. JURISDICTION

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Queensland. The parties submit to the exclusive jurisdiction of the Courts in Brisbane.

The Applicant acknowledges and agrees that: The Applicant has read and understood the Privacy Act 1988 (Cth) Statement and Authority which is attached to these terms and conditions: The Privacy Act 1988 (Cth) Statement and Authority is incorporated into and forms part of these terms and conditions. For the purpose of assessing whether to accept the Applicant for credit the Supplier may obtain from a credit reporting agency a credit report containing personal information about the Applicant.

**I/We hereby acknowledge affirm and agree that I/We have read these terms and conditions and fully understand and comprehend same and certify that the information supplied as the basis of the Supplier's decision to grant credit is true and correct.**

**Signature** **Full Name & Position** **Date**

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**Signature** **Full Name & Position** **Date**

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### BRISBANE (NORTH)

(Head Office)  
241 Milton Road  
MILTON QLD 4064

PO Box 2629  
Toowong QLD 4066

Telephone: 07 3071 7444  
Facsimile: 07 3876 2763

### BRISBANE (SOUTH)

1821 Ipswich Road  
ROCKLEA QLD 4106

Telephone: 07 3071 7444  
Facsimile: 07 3876 2763

### GOLD COAST

Unit 1/486 Scottsdale Drive  
VARSITY LAKES QLD 4227

Telephone: 07 5522 1995  
Facsimile: 07 5522 1776

### ADELAIDE

12 Melbourne Street  
NORTH ADELAIDE SA 5006

Telephone: 08 8267 6093  
Facsimile: 08 8267 6040

### MACKAY

Rural View LPO  
PO Box 125  
BUCASIA QLD 4750

Telephone: 07 4960 4800  
Facsimile: 07 3876 2763

### ROCKHAMPTON

Shop 4, 99 Musgrave Street  
BERSERKER QLD 4701

Telephone: 07 4994 9810  
Facsimile: 07 3876 2763

[www.staconsulting.com.au](http://www.staconsulting.com.au)