

# TERMS AND CONDITIONS OF TRADE



Following are the Terms and Conditions of Trade (“**Trading Terms**”) for **STA CONSULTING GROUP PTY LTD (ACN 153 047 566)** including, but not limited to STA Consulting Engineers and any related body corporate, any subsidiary or associated entity and as trustee of any trust from time to time (individually and together called “**STA**”)

1. **Payment:** The Customer must pay for all purchases within 30 days from the end of the month in which the invoice is generated, or within any alternative credit period granted in writing by STA. Amounts payable by the Customer under these Trading Terms must be paid in full without deduction, retention or set-off of any kind and for any reason
2. **Interest and Administration fee:** STA is entitled to charge the Customer:
  - (a) interest on amounts not paid within the credit period specified by STA at a rate equivalent to 3% p.a. above the annual business overdraft interest rate of its principal banker, as determined and calculated by STA, in its discretion; and
  - (b) if any account remains unpaid at the end of the second month after the invoice is generated, an immediate amount the greater of \$20.00 or 10.0% of the amount overdue for administration fees, which sum shall become immediately due and payable. The Customer acknowledges that this fee is a genuine pre-estimate by STA of the loss, costs and expenses which shall be incurred by reason of the Customer’s default in payment and the recovery thereof.
3. **GST:** Each amount payable by the Customer under these Trading Terms in respect of a Taxable Supply by STA is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. “Taxable Supply” and “GST” have the meanings set out in the A New Tax System (Goods and Products and services) Act 1999 (Cth).
4. **Withdrawal or Variation of Credit:** STA may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer. Where the Customer completes a further Application for a Commercial Trading Account, that Application will not be in derogation of but in addition to any previous general Trading Terms existing except as notified by STA (or any of its related entities, subsidiaries and assigns and as Trustee of any Trust) in writing.
5. **Charge over Customer’s Property:** As security for payment to STA of all moneys payable by the Customer and for the Customer’s obligations generally under these Trading Terms, the Customer charges in favour of STA the whole of the Customer’s undertaking, property and assets (including without limitation all of the Customer’s interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer’s attorney to do all things necessary to create and register each such charge. Upon demand by STA, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to STA to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that STA may execute such mortgage or other instrument as the Customer’s attorney pursuant to the appointment of STA as the Customer’s attorney set out in these Trading Terms.
6. **Suspension or Ceasing of Supply:**
  - (a) STA may in STA’s complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products and Services to the Customer or amend these Trading Terms.
  - (b) Without limiting clause 6(a), if an Event of Default occurs, STA may, without prejudice to STA’s other rights, call up moneys owed to STA by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Products and Services for which payment remains outstanding.
7. **Liability of STA:** STA will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by STA, its employees, contractors or agents.
8. **Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any products and services, as being “unpaid for” is, in the absence of manifest error, conclusive and binding on the Customer.
9. **Notification of Change of Details:** The Customer will provide written notice to STA of any change in the Customer’s structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
10. **Continuing Guarantee:** All guarantees under or related to these Trading Terms will be continuing guarantees and will terminate only with STA’s written agreement.
11. **Set-Off:** STA may at any time set-off amounts owed by STA to the Customer against amounts owed by the Customer to STA.
12. **Property:**
  - (a) Where Products are to be supplied by way of sale, property in the Products shall not pass until the Customer has paid all money owing to STA in full. Risk in the Products passes to the Customer at the time of delivery.

- (b) The Customer holds the Products as fiduciary bailee and agent for STA and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by STA until payment of all moneys owed by the Customer to STA. If an Event of Default occurs, then without prejudice to STA's other rights, STA may, without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of the Products.
- (c) If the Customer sells any of the Products supplied while money is owed to STA, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
- (d) If the Products are resold, or goods and/or services using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for STA. Such part of the book debts and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to STA at the time of the receipt of such book debts. The Customer must not assign or grant a security interest in respect of such book debts without STA's prior written consent.
- (e) If the Customer uses the Products in some manufacturing process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing process as relates to such Products in trust for STA. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to STA and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged.

### 13. Personal Property Securities Act (Cth) 2009 ("PPSA"):

The Customer grants to STA (under clause 6.1) a "Financing statement", "financing change statement", "security interest", "purchase money security interest", "attached", "attachment", "perfected", "accession", "commingled" and all related terms have the meaning given to them by the PPSA.

- (a) In consideration of STA supplying the Products to the Customer at the request of the Customer, the Customer by signing these Trading Terms:
  - (i) grants to STA a "Purchase Money Security Interest" ("PMSI") in all Products supplied by STA to the Customer from time to time as security for payment of the purchase price of the Products;
  - (ii) grants to STA a "Security Interest" ("SI") in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property (as defined in the PPSA) from time to time as security for payment of any amount owed by the Customer to STA and as security for the performance by the Customer of the obligations set out in these Trading Terms;
  - (iii) agrees that any Products or proceeds of sale of the Products coming into existence after the

date of these Trading Terms will come into existence subject to the PMSI and SI granted herein and these Trading Terms without the need for any further action or agreement by any party;

- (iv) acknowledges that the Customer has received valuable consideration from STA and agrees that it is sufficient;
- (v) agrees that the PMSI and SI has attached to all Products supplied now or in the future by STA to the Customer and that the attachment of the PMSI has in no way been deferred or postponed.
- (b) STA reserves the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or SI created under these Trading Terms.
- (c) The costs of registering a financing statement or a financing change statement can be charged to the Customer by STA at STA's complete discretion, and may, where applicable, be charged to the customer's credit account with STA.
- (d) The Customer must promptly, on request by STA, execute all documents and do anything else reasonably required by STA to ensure that the PMSI and SI created under these Trading Terms constitutes a perfected security interest.
- (e) The Customer must not agree to allow any person to register a financing statement over any of the Products in which STA has any PMSI and/or SI without the prior written consent of STA and will immediately notify STA if the Customer becomes aware of any person or entity taking steps to register a financing statement in relation to any such Products.
- (f) The Customer must not allow the Products to become accessions or commingled with other goods unless STA has first perfected any PMSI or SI that STA has in relation to the Products.
- (g) If STA perfects any PMSI and/or SI that STA has in relation to the Products, the Customer must not do anything that results in STA having less than the security or priority granted by the PPSA that STA assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.
- (h) The Customer irrevocably grants to STA the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if STA has cause to exercise any of STA's rights under Chapter 4 of the PPSA, and the Customer will indemnify STA for any claims made by any third party as a result of such exercise.
  - (i) The Customer acknowledges and agrees that:
    - (i) Nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Trading Terms;
    - (ii) The Security Agreement created by these Trading Terms may only be reinstated on the terms considered appropriate by STA at its complete discretion.
  - (j) The Customer acknowledges and agrees that to the full extent permitted by law and mentioned

below, the following provisions of the PPSA will not apply to the enforcement of any PMSI and SI created under these Trading Terms, and the Customer waives its right to: -

- (i) not have goods damaged or be inconvenienced any more than necessarily incidental if STA removes an accession under s.92 PPSA;
- (ii) to receive notice of any intention to remove an accession under s.95(1)(a);
- (iii) to apply to the Court for an order postponing the removal of the "accession" or to determine the amount payable to STA for the retention of the accession under s.97 PPSA
- (iv) to receive notice of a decision to enforce the security interest in personal property in the same way as an interest in land which secures the same obligation under s.118(1)(b)(i) PPSA;
- (v) to receive notice of the enforcement of liquid assets under s.121(4) PPSA
- (vi) to receive notice of any proposal to dispose of collateral under s.130(1)(a) PPSA;
- (vii) to receive a Statement of Account if no disposal under s.132(4) PPSA; and
- (viii) to receive notice of any proposal to retain collateral under s.135(1)(a) PPSA; and
- (ix) to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under these Trading Terms under s.157 PPSA.

**14. Effect of Other Terms:** These Trading Terms are supplemented by the Trading Terms on STA's website at [www.staconsulting.com.au](http://www.staconsulting.com.au) from time to time, and are in no way affected or amended by any other express or implied terms. No terms of the Customer apply to any agreement between the Customer and STA.

**15. Expenses:** The Customer must pay to STA any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by STA in connection with the entry into these Trading Terms, the exercise or attempted exercise of any power, right or remedy under these Trading Terms and/or the failure of the Customer to comply with these Trading Terms.

**16. Service of Notices and Documents:** All notices or documents required to be given to STA for the purposes of the PPSA must be given in accordance with the PPSA. Any notices or documents required to be given by STA to the Customer for the purposes of the PPSA or for any other purposes will be effectively 'given', 'served' and 'delivered' if sent by STA to the Customer by pre-paid ordinary post to any one of the following addresses: -

- (a) the last address for the Customer known to STA;
- (b) if the Customer is a Company, the registered office or principal place of business; or
- (c) if the Customer trades under a registered business name, any address contained on a current business extract for that business name.

**17. Transactions:** The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.

**18. Application of Moneys Received:** If STA receives or recovers money in respect of a debt of the Customer, STA may use the money to pay off whichever debt or part of a debt STA chooses and is not compelled to apply the money as directed by the Customer or any other person.

**19. Indemnity:** The Customer will indemnify STA in relation to any direct or indirect loss, liability or damage suffered by STA or any other person as a result of the Customer's negligence or breach of these Trading Terms.

**20. Trusts:** These Trading Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.

**21. Joint and Several:** If the Customer consists of more than one person, the obligations of each person are joint and several.

**22. Severance:** Each clause, subclause and part of these Trading Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

**23. Waiver:** Any waiver by STA must be in writing signed by STA. In the event that STA elects not to exercise any of STA's rights arising in connection with these Trading Terms, STA's election will not constitute a waiver of any rights relating to any other breach of these Trading Terms.

**24. Amendments:** These Trading Terms may only be amended with STA's express written agreement.

**25. Assignment:** The Customer may not assign any agreement under these Trading Terms without STA's prior written consent.

**26. Application of Laws:** These Trading Terms are governed by the laws of the state as determined by STA in its sole discretion. The Customer submits to and consents to the laws of the state (as determined by STA in its sole discretion) having jurisdiction over these Trading Terms.

**27. Role of STA:**

- (a) STA shall provide the Products and/or Services requested by the Customer through an authorised representative of STA;
- (b) Unless otherwise agreed, the Customer agrees that STA may rely upon any documentation and/or directions provided by the Customer as being accurate and correct;
- (c) If STA considers that any documentation made available to it by the Customer to enable STA to provide the Products and/or Services requested, or is in any way incorrect or deficient, STA will notify the Customer and may request further or other documents and/or information before providing the Products and/or Services;

- (d) If STA becomes aware of any matter that will change the scope, character, quality, sequence or timing of the Products and/or Services to be supplied, then STA shall promptly notify the Customer of that matter;
- (e) Insofar as practicable, STA agrees to keep confidential any information disclosed by the Customer or of which STA becomes aware in respect of any works or project, unless such disclosure is agreed to by the Customer.

**28. Role of Customer:**

- (a) The Customer shall promptly provide STA with all documentation, information and directions necessary to enable STA to provide the Products and/or Services;
- (b) Unless otherwise agreed in writing by STA, the Customer shall, at its own cost, promptly obtain all access, approvals, authorities, licenses and permits necessary to enable STA to provide the Products and/or Services;
- (c) The Customer, at its own cost, must ensure that all materials, information and other documents provided to STA in connection with the provision of Products and/or Services meet or surpass the minimum standard requirements of all applicable rules, regulations, laws or other relevant authorities in the relevant jurisdiction(s) from time to time;
- (d) The Customer shall communicate with STA only by and through a representative of the Customer who at all material times has authority to bind the Customer in respect of all matters arising out of or in connection with the supply of the Products and/or Services, and the Customer agrees that STA may rely on these Trading Terms in respect of any person providing such instructions, directions, documents, information or otherwise communicating in respect of the supply of Products and/or Services by STA;
- (e) If the Customer becomes aware of any matter that will or may change the scope, character, quality, and/or sequence of timing of the provision of the Products and/or Services, the client must promptly notify STA of that matter;
- (f) The client must cooperate with STA in respect of the performance or provision of Products and/or Services, and must not interfere with, obstruct or otherwise deter from the performance of the Products and/or Services; and

**29. External Consultants:** Where STA considers that an external consultant or contractor is required to enable STA to provide the Products and/or Services, then STA may (as agent of the Client) engage such a consultant or contractor on terms to be determined by STA. In the event of such an engagement, the Customer acknowledges and agrees that the consultant or contractor is the agent of the Customer and the Customer agrees to indemnify STA against all liability arising from the engagement including, without limitation, any liability in respect of third parties. The Customer agrees to sign and complete all paperwork as is reasonably required by STA in respect of the engagement.

**30. Sub-Contractors:** Where STA considers that an external consultant or contractor is required to enable STA to provide the Products and/or Services and it is agreed in writing between the Customer and STA that the said consultant or contractor be engaged as a sub-contractor to STA, then:

- (a) STA may engage such a consultant or contractor on terms to be determined by STA; and
- (b) The Customer agrees to pay STA an administration fee equal to 15% of the total cost (including any fees, charges, taxes, outlays and disbursement) of that consultant or contractor.

**31. Copyright and Use of Documents:** Copyright and all intellectual property in all drawings, reports, specifications, bills of quantities, calculations and other documents produced or provided by STA in connection with the Goods and/or Services shall at all times remain vested with STA. Notwithstanding the foregoing, provided the prior written consent of STA has been provided and payment pursuant to these Trading Terms has been made in full, the Customer may publish (either alone or in conjunction with others approved by STA) article, photographs and other illustrations in respect of the project the subject of the provision of the Goods and/or Services. If during the course of providing the Goods and/or Services STA develops, discovers or first reduces to practice a concept, product or process which is capable of being patented, then such concept, product or process shall be and remain the property of STA and the Customer must not use, infringe or otherwise appropriate the same without first obtaining the written consent of STA.

**32. Progress Claims:** Unless otherwise agreed in writing, STA may (at its absolute discretion) issue progress claims at monthly intervals (or such other time as is agreed between the parties) on the last business day of the month, which claims are payable in accordance with these Trading Terms

**33. Delay:** STA shall not be liable for any failure to deliver or for any delay in delivery of Products or performance or provision of Services occasioned by any cause whatsoever, whether or not beyond the control of STA. If performance or provision of the Products and/or Services is delayed by an act, omission or default of the Customer and/or its employees or agents, consultants or contractors the Customer agrees to pay STA for all costs and expenses incurred by STA as a result of the delay.

**34. Variation:**

- (a) If the Customer varies the scope, character, quality, sequence or timing of the performance or provision of the Products and/or Services for any reason, or it otherwise becomes necessary to so vary the performance or provision of the Products and/or Services, STA may vary the price of the Products and/or Services accordingly.
- (b) If, after entry into these Trading Terms, there is any change to the laws, by-laws, regulations or ordinance of the Commonwealth of Australia or the laws of the State governing these Trading Terms (or the State in which the Products and/or Services are to be provided and/or performed), or

any Statutory Authority is issued which changes directly or indirectly increases or decreases the amounts payable in connection with the provision or performance of the Products and/or Services, STA may, at its total discretion, vary the purchase price for the Goods and/or Services.

**35. Access:** Prior to the provision of the Goods and/or Services, the Customer:

- (a) shall permit STA to attend at the Premises to allow it to determine the condition and suitability of the premises and/or any equipment for the performance of the Goods and/or Services;
- (b) must obtain the necessary permits and/or plans for the completion of the Goods and/or Services and pay any fee(s) payable to any local government or other authority required for the performance of the Goods and/or Services;
- (c) where applicable, must clearly mark the location of and identify all services above and below ground at the premises including, but not limited to any drains, pipes, sewers, mains, telephone and/or data cables.

**36. Claims:**

- (a) The Customer must inspect all Goods and/or Services provided to the Customer or its nominated agent within 7 days (or such other time period as may be notified by STA in writing from time to time) of delivery to the Customer ("**Inspection Period**") in order to ensure that Goods and/or Services provided are as ordered by the Customer. The Customer must notify STA within the Inspection Period if Goods and/or Services are found to be other than as ordered by the Customer or have been provided in a damaged state or otherwise;
- (b) Subject to these Trading Terms if the Customer has not notified STA within the Inspection Period that Goods and/or Services provided were not as ordered by the Customer, or that Goods and/or Services were provided in a damaged state or otherwise, then the Goods and/or Services will be deemed to have been provided in good condition and as ordered by the Customer.
- (c) Notwithstanding any claim made by the Customer under this section, the Customer must make payment in accordance with these Trading Terms without deduction, retention or set-off of any kind for any reason.

**37. Liability:**

- (a) STA shall not be liable to the Customer under any circumstances for:
  - (i) the acts, omissions or defaults of other contractors or consultants engaged by the Customer (including, without limitation, consultants engaged by STA for the Customer), or any acts, omissions or defaults of any employee, agent or contractor of the Customer for any reason whatsoever;
  - (ii) any changes, alterations or additions to the Products and/or Services made by others without the express written approval of STA;
  - (iii) the accuracy of any costs estimates;

- (iv) any loss of use, opportunity or production in connection with the provision of the Goods and/or Services or otherwise;
- (v) any loss including (but not limited to) any loss of interest, earnings or profit, loss, damage or claim which was caused or contributed to by the Customer, or its employees, agents, consultants or contractors;

- (b) Subject to any liability under the ACL which cannot be excluded, STA does not accept Liability for any loss which the Customer, its agents, contractors, employees or any third party may directly or indirectly suffer including, but not limited to any personal injury, death, direct loss, indirect loss, consequential loss or damage, howsoever caused, in connection with the provision of the Goods and/or Services

- (c) If liability under the ACL cannot be excluded but can be limited in the case of Products and/or Services supplied by STA that are NOT acquired for personal, domestic or household use or consumption, any personal injury, death, direct loss, indirect loss, consequential loss or other damage, however caused, which the Customer may incur or suffer in connection with the provision of the Goods and/or Services is limited to (at the election of STA) one or more of the following:
  - (i) provision of the services again; or
  - (ii) payment of the cost of having the services provided again.

- (d) STA shall be deemed to have been discharged from all liability in respect of the provision of Goods and/or Services, whether pursuant to law, contract, tort or otherwise, at the expiration of one calendar year from the completion of the Services and the Customer (and any person claiming through or under the client, including, without limitation, all agents, employees, contractors and third parties) shall not be entitled to commence any action or claim against STA (including any employee, agent, contractor or sub-contractor) after that date.

- 38. Force Majeure:** STA shall not be obliged to complete or continue the performance or provision of the Goods and/or Services where and to the extent that such performance is prevented or interrupted or delayed by reason of any requirement of any governmental authority or any war, public disorder, civil commotion or disturbance, acts of enemies, strike, lockout, fire, act of terror, act of God, accident or any other cause beyond the control of STA ("**Force Majeure Event**"). Where STA fails or is delayed in the performance of or provision of the Goods and/or Services by a Force Majeure Event, other than any cause of action that cannot be excluded under the ACL or otherwise at law the Customer shall have no cause of action against STA for a breach of any Term or otherwise. If STA is unable to complete the provision or performance of the Goods and/or Services as a consequence of a Force Majeure Event, STA may, subject to its obligations under the ACL (if any) and otherwise at law, terminate the Engagement.

**39. Breach and Dispute Resolution:**

- (a) If a dispute arises out of or in connection with the provision of the Goods and/or Services, subject

to these Trading Terms, either party may by notice in writing served on the other party identify the breach or item(s) in dispute and require that such dispute be resolved within 14 days after service.

- (b) Each party agrees to use their best endeavours to resolve the dispute or agree on a process for resolving the dispute within 28 days of receipt of the notice relating to the dispute.
- (c) In the event that the dispute is not resolved or a process for resolution is not agreed to within 28 days of service of the notice, then an Event of Default is deemed to have occurred, and the parties may resolve the dispute through litigation.

#### 40. Termination:

- (a) The Customer may, by notice in writing to STA, terminate the agreement with STA if:
  - (i) STA has been notified of a breach or dispute in accordance with these Trading Terms and the breach has not been remedied within 14 days (or such further time as advised by STA may be required to remedy such breach) of service of a notice identifying the breach or dispute in accordance with these Trading Terms; or
  - (ii) The Customer serves a written notice on STA requiring that the engagement be terminated on a date specified in that notice being not less than sixty (60) days after the issue of the said notice. The Customer agrees to pay any reasonable loss or damage suffered by STA in connection with a termination pursuant to this clause.
- (b) STA may, by notice in writing to the Customer, suspend the provision of Goods and/or Services or terminate the agreement:
  - (i) with immediate effect and without notice in the event of any Event of Default pursuant to these Trading Terms;
  - (ii) with immediate effect and without notice if the Customer is otherwise in breach of any obligations under these Trading Terms;
  - (iii) If the Customer has been notified by a breach or dispute in accordance with these Trading Terms, and such breach or dispute has not been remedied by the Customer within 14 days (or such further or other time which may be agreed to in writing by STA) of the service of a notice identifying the breach or dispute in accordance with these Trading Terms; or
  - (iv) If STA serves a written notice on the Customer requiring that the engagement be terminated on a date specified in that notice being not less than sixty (60) days after the issue of the said notice;
- (c) Any termination pursuant to these terms will be without prejudice to any claim that either party may have against the other in respect of any breach of the terms of the engagement which occurred prior to the date of termination.
- (d) If the engagement is terminated for any reason other than a breach of the agreement by STA, then the Customer remains liable on the terms

set out in these Trading Terms for payment of all amounts (including costs and expenses incurred by STA as a result of the termination) incurred up to and incidental to the date of the termination, which amounts include, without limitation, any cancellation charges of external consultants, and any work carried out or to be carried out up to the date of suspension but not yet billed as at the date of the termination.

- 41. **Hourly Rates:** If the price for the provision of Goods and/or Services is not specified in the invoice, quote or other document evidencing the engagement, the hourly rates to be charged by STA in respect of the provision of services (which rates are subject to change at STA's absolute discretion by notice in writing to the Customer) will be:
  - (a) Director - \$200 per hour (plus GST);
  - (b) Senior Engineer - \$150 per hour (plus GST);
  - (c) Engineer - \$125 per hour (plus GST);
  - (d) Senior Drafter - \$100 per hour (plus GST);
  - (e) Draftsperson - \$75 per hour (plus GST).
- 42. **Additional Charges:** Should any variations or changes be made subsequent to the agreed scope of works between STA and the Customer (including, without limitation, those set out in any quotation or other document), a variation in cost may be applicable in accordance with these Trading Terms. The Customer acknowledges and agrees that such additional or varied services required for any reason will be the subject of a separate fee charge at the hourly rates specified in these Trading Terms, calculated on a time basis for each respective change and/or variation to the agreed scope of works.
- 43. **Cancellation fees:** In the event that any agreement for the scope of works (including, for the avoidance of doubt, any quotation or other document) is accepted by the Customer and then subsequently cancelled after twenty-four (24) hours or more of acceptance, a cancellation fee shall apply of \$100 (plus GST). Any cancellation received following the issue of any documentation or after any design work has been performed shall be subject to a fee comprising the work performed up to the time of the cancellation at the hourly rates specified in these Trading Terms. All cancellations must be received by STA in writing.
- 44. **Definitions & interpretation:** In these Trading Terms unless the context requires otherwise:
  - (a) **"Trading Terms"** means these Terms and Conditions of Trade.
  - (b) **"Credit-related information"** includes "credit information", "credit reporting information", "credit eligibility information" and/or "regulated information" (as the context permits) within the meaning of those terms in the Privacy Act.
  - (c) **"Customer"** means the customer whose details appear in the Application for a Commercial Trading Account and the Customer's subsidiaries, holding companies and other related entities;
  - (d) **"Event of Default"** means any of the following events:

- (i) the Customer fails to pay for any Products and Services and/or the Customer breaches these Trading Terms;
  - (ii) the Customer ceases or threatens to cease carrying on business;
  - (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer, or the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed, or the Customer goes into liquidation or makes an assignment or an arrangement or composition with the Customer's creditor, or the Customer stops payment or is deemed unable to pay the Customer's debts within the meaning of the Corporations Act 2001 (Cth); if the Customer is a natural person: an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs, or an order is applied for or made to place the assets and affairs of the Customer under administration;
- (e) "**Officer**" means each director, secretary, credit manager and authorised representative of STA; and
  - (f) "**Privacy Act**" means the *Privacy Act 1988 (Cth)* as amended from time to time.
  - (g) "**Products**" includes all Products and Services supplied by STA to the Customer.

**45. Interpretation:**

- (a) In these Trading Terms, unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
- (b) No provision of these Trading Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.