



TERMS AND CONDITION OF SALE

1. Definitions
 - a. In these condition of Sale:
 - i. "the Company" means AWESIM Pty Ltd.
 - ii. "the Customer" means the person, firm or Company ordering the services from the Company.
 - iii. "the Services: means services for all forms of building consulting, building inspections, building reports, project management, contract administration, construction scheduling, and all other services provided by the Company to the Customer.
 - b. These conditions shall apply to and be incorporated into every agreement between the Company and the Customer under which the Company supplies services at the request of the Customer.
 - c. Any quotation and agreement between the Company and the Customer shall in all respects be governed by and construed in accordance with Australian law and the Courts of Australia shall have jurisdiction to hear all disputes arising in connection with the services.
2. Price
 - a. Unless otherwise specifically stated, any prices quoted by the Company are stated in the Company's schedule of fees and are in Australian currency and the company shall charge extra in respect of such items. All prices include Goods & Services Tax (GST).
3. Payment
 - a. Payment is due at the time of booking the inspection or consultancy services until prior arrangements have been made.
 - b. Credit terms are subject to acceptance of this Credit Application and validation of trade reference and are strictly 28 days net from the date of invoice.
 - c. In the event that payment shall not have been made by such date the Company shall be entitle to recover the outstanding amount and the Customer will pay all collection costs including, but not limited to legal expenses and debt collection commission incurred to obtaining payment for any amounts owing to the Company in respect of the services provided.
 - d. The granting of any credit by the Company to the Customer shall be at the Company's absolute discretion and may be revoked at any time where upon any and all amounts owing to the Company shall be paid immediately.
 - e. Claims for payment may be claimed under the Security of Payments Act 1999.
 - f. A Tax Invoice will be issued which will include Goods & Services Tax (GST).
4. Privacy

TO COMPLY WITH THE PRIVACY ACT 1988 (As Amended) the Customer acknowledges that AWESIM has informed it, in accordance with s.18E(8)(c) of The Privacy Act 1988, that certain items of personal information about the Customer contained in/or relating to this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. Furthermore, the Customer agrees, in accordance with the following sections: s. 18H(3), s. 18K(1)(b), s. 18K(1)(c), s. 18K(1)(h), s. 18N(1)(b) that use by AWESIM of the relevant information referred to in those sections may occur for the purpose of assessing this application.
5. Cancellation
 - a. The Customer may only cancel this contract with AWESIM consent and only on the basis that the Customer meets all loss, damage, cost or expense, including loss of profits, incurred by AWESIM as a result of the cancellation.
 - b. AWESIM may suspend inspections or services or cancel the contract if the Customer at any time:
 - i. breaches any terms of the contract or any other contract with AWESIM;
 - ii. commits an act of bankruptcy, resolves to or goes into liquidation, has a receiver or manager appointed, enters into voluntary administration or enters into a scheme of arrangement or other composition with its creditors or otherwise becomes insolvent and unable to pay its debts; or
 - iii. refuses or neglects to take delivery of the products described in the contract.
6. Refunds
 - a. A full refund for inspections will be granted if given greater than 48hours notice.
 - b. A 50% refund for inspections will be granted if given less than 48hour, and greater than 24hours notice from the time of inspection.
 - c. No refund shall be granted if cancellation occurs with 24hours from the time of proposed inspection.
7. GOVERNING LAW

The contract is governed by the law of New South Wales for which the products or services are to be supplied.
8. FORCE MAJEURE

Awesim shall not be liable for any delay, loss, damage or injury arising by reason of any event beyond its control and without limiting the generality of the foregoing such events include industrial disputes, the unavailability of equipment or materials, fire, flood, machinery breakdown, civil disturbance, acts of God or government action.