

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name (if different from above):				
Physical Address:		State:	Postcode:	
Billing Address:		State:	Postcode:	
Email Address:				
Phone No:		Mobile No:		
Personal Details: (please complete if you are an Individual)				
D.O.B.		Driver's Licence No:		
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)				
ABN:	ACN:	Date Established (current owners):		
Nature of Business:				
Paid Up Capital: \$		Estimated Monthly Purchases: \$	Credit Limit Required: \$	
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged (to whom):				
Directors / Owners / Trustee (if more than two, please attach a separate sheet)				
(1) Full Name:				
Director Identification No:		D.O.B.		
Private Address:		State:	Postcode:	
Driver's Licence No:		Phone No:	Mobile No:	
(2) Full Name:				
Director Identification No:		D.O.B.		
Private Address:		State:	Postcode:	
Driver's Licence No:		Phone No:	Mobile No:	
Account Terms: <input type="checkbox"/> 30 Days <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Purchase Order Required?		<input type="checkbox"/> YES <input type="checkbox"/> NO	Accounts to be emailed?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Accounts Email Address:				
Accounts Contact:		Phone No:		
Bank and Branch:		Account No:		
Trade References: (please provide companies that are willing to do trade references)				
Name:		Address:	Email:	
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Unison Joints Pty Ltd which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CLIENT): _____ **SIGNED (UNISON JOINTS):** _____

Name: _____ Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Unison Joints Pty Ltd and its successors and assigns ("Unison Joints") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Client") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to Unison Joints of all monies which are now owing to Unison Joints by the Client and all further sums of money from time to time owing to Unison Joints by the Client in respect of goods and services supplied or to be supplied by Unison Joints to the Client or any other liability of the Client to Unison Joints, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with Unison Joints, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to Unison Joints, the Guarantor will immediately on demand pay the relevant amount to Unison Joints. In consideration of Unison Joints agreeing to supply the goods and/or services to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Unison Joints registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints Unison Joints and each director of Unison Joints as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Unison Joints may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** Unison Joints on demand as a separate obligation against any liability (including but not limited to damages, costs, losses, and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Unison Joints in connection with:
 - (a) the supply of goods and/or services to the Client; or
 - (b) the recovery of monies owing to Unison Joints by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to Unison Joints' nominees contract default fee and legal costs; or
 - (c) monies paid by Unison Joints with the Client's consent in settlement of a dispute that arises or results from a dispute between, Unison Joints, the Client, and a third party or any combination thereof, over the supply of goods and/or services by Unison Joints to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read, and understood Unison Joints' Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to Unison Joints by the Client and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on Unison Joints' part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to Unison Joints, each Guarantor shall be a principal debtor and liable to Unison Joints accordingly.
6. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
 - (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
 - (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client;
 - (b) any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to Unison Joints.**
9. I/we irrevocably authorise Unison Joints to obtain from any person or company any information which Unison Joints may require for credit reference purposes. I/We further irrevocably authorise Unison Joints to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Unison Joints as a result of this Guarantee and Indemnity being actioned by Unison Joints.
10. The above information is to be used by Unison Joints for all purposes in connection with Unison Joints considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Client I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20_____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20_____

Note: 1. If the Client is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

2. If the Client is a limited partnership, the Guarantor(s) must be the general partners.

3. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

4. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member.

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Unison Joints Pty Ltd – Terms & Conditions of Trade

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13.5	not limited to the quality or suitability of the Goods. Unison Joints' liability in respect of these warranties is limited to the fullest extent permitted by law. If the Client is a consumer within the meaning of the CCA, Unison Joints' liability is limited to the extent permitted by section 64A of Schedule 2.	16.3	notice to the Client. On giving such notice Unison Joints shall repay to the Client any money paid by the Client for the Goods and/or Services. Unison Joints shall not be liable for any loss or damage whatsoever arising from such cancellation. 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, prior to the Goods being dispatched. If the Client cancels Delivery in accordance with this clause 16.3, the Client will not be liable for the payment of any costs of Unison Joints, 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-stocklist items, will not be accepted once production has commenced, or an order has been placed.	18.1	Service of Notices Any written notice given under this Contract shall be deemed to have been given and received: (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) by 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) by sent by email to the other party's last known email address.
13.6	If Unison Joints is required to replace the Goods under this clause or the CCA, but is unable to do so, Unison Joints may refund any money the Client has paid for the Goods.	16.4		18.2	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.
13.7	If the Client is not a consumer within the meaning of the CCA, Unison Joints' liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Client by Unison Joints at Unison Joints' sole discretion; (b) limited to any warranty to which Unison Joints is entitled, if Unison Joints did not manufacture the Goods; and/or (c) otherwise negated absolutely.	17.1	Privacy Policy All emails, documents, images, or other recorded information held or used by Unison Joints is Personal Information, as defined and referred to in clause 17.4, and therefore considered Confidential Information. Unison Joints 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 IIC 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"). Unison Joints acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Unison Joints that may result in serious harm to the Client, Unison Joints 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.	19.1	Trusts 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 Unison Joints may have notice of the Trust, the Client covenants with Unison Joints as follows: (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 Unison Joints (Unison Joints 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 advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust fund or trust property.
13.8	Subject to this clause 13, returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 13.1; and (b) Unison Joints has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.	17.2	Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, Unison Joints shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (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 Unison Joints; and/or (e) fair wear and tear, any accident, or act of God.	17.2	
13.9	In the case of second-hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second-hand Goods prior to Delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by Unison Joints as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that Unison Joints has agreed to provide the Client with the second-hand Goods and calculated the Price of the second-hand Goods in reliance of this clause 13.10.	17.3	Notwithstanding clause 17.1, privacy limitations will extend to Unison Joints in respect of Cookies where the Client utilises Unison Joints' website to make enquiries. Unison Joints 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: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to Unison Joints when Unison Joints sends an email to the Client, so Unison Joints may collect and review that information ("collectively Personal Information").	20.1	Other Applicable Legislation At Unison Joints' 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 (Victoria), Building and Construction Industry Security of Payments Act 1999 (New South Wales), Building and Construction Industry (Security of Payment) Act 2021 (Western Australia), Building Industry Fairness (Security of Payment) Act 2017 (Queensland), Construction Contracts (Security of Payments) Act 2004 (Northern Territory of Australia), Building and Construction Industry Security of Payments Act 2009 (Tasmania), Building and Construction Industry Security of Payments Act 2009 (South Australia) and the Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply.
13.10	Unison Joints may in its absolute discretion accept non-defective Goods for return in which case Unison Joints may require the Client to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs.	17.4	If the Client consents to Unison Joints' use of Cookies on Unison Joints' website and later wishes to withdraw that consent, the Client may manage and control Unison Joints' privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.	20.2	Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 20.1 (each as applicable), except to the extent permitted by the Act where applicable.
13.11	Notwithstanding anything contained in this clause if Unison Joints is required by a law to accept a return, then Unison Joints will only accept a return on the conditions imposed by that law.	17.5	The Client agrees for Unison Joints 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 Unison Joints.	21.1	General 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.
13.12	14.1	Intellectual Property	The Client agrees that Unison Joints may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (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.	21.2	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 invalid, void, illegal or 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.
14.2	Where Unison Joints has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Unison Joints. Under no circumstances may such designs, drawings and documents be used without the express written approval of Unison Joints.	17.6	The Client agrees that personal credit information provided may be used and retained by Unison Joints for the following purposes (and for other agreed purposes or required by): (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.	21.3	These terms and conditions and any Contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts in Brisbane, Queensland. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).
14.3	The Client agrees that Unison Joints may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Unison Joints has created for the Client.	17.7	Unison Joints may give information about the Client to a CRB for the following purposes: (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.	21.4	Unison Joints 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. The Client cannot licence or assign without the written approval of Unison Joints.
15.1	Default and Consequences of Default	17.8	The information given to the CRB may include: (a) Personal Information as outlined in 17.4 above; (b) name of the credit provider and that Unison Joints 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 Unison Joints 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 Unison Joints has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of Unison Joints, the Client has committed a serious credit infringement or (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	21.5	Unison Joints may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by doing so. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Unison Joints' sub-contractors without the authority of Unison Joints.
15.2	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 Unison Joints' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	17.9	The Client agrees that Unison Joints 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 Unison Joints to provide Goods to the Client.	21.6	The Client agrees that Unison Joints 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 Unison Joints to provide Goods to the Client.
15.3	If the Client owes Unison Joints any money, the Client shall indemnify Unison Joints from and against all costs and disbursements: (a) incurred; and/or (b) which would be incurred and/or (c) for which the Client would be liable;	17.10	The Client shall have the right to request (by e-mail) from Unison Joints: (a) a copy of the Personal Information about the Client retained by Unison Joints and the right to request that Unison Joints correct any incorrect Personal Information; and (b) that Unison Joints does not disclose any Personal Information about the Client for the purpose of direct marketing.	21.7	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 a failure by the Client to make a payment to Unison Joints, once the parties agree that the Force Majeure event has ceased.
15.4	in regard to legal costs on a solicitor and own client basis incurred in exercising Unison Joints' rights under these terms and conditions, internal administration fees, Unison Joints' 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.	17.11	The Client shall have the right to request (by e-mail) from Unison Joints: (a) a copy of the Personal Information about the Client retained by Unison Joints and the right to request that Unison Joints correct any incorrect Personal Information; and (b) that Unison Joints does not disclose any Personal Information about the Client for the purpose of direct marketing.	21.8	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.
16.1	Further to any other rights or remedies Unison Joints may have under this Contract, if a Client has made payment to Unison Joints, 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 Unison Joints under this clause 15 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.	17.12	Unison Joints 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.	21.9	The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
16.2	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 of one of the parties has exercised its rights under this clause.	17.13	The Client can make a privacy complaint by contacting Unison Joints via e-mail. Unison Joints 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 .	21.10	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.