

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:	Fax No:	Mobile No:	
Personal Details: <i>(please complete if you are an Individual)</i>			
D.O.B.		Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>			
ABN:	ACN:	Date Established <i>(current owners)</i> :	
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 <i>(to whom)</i> :			
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>			
(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: <i>(please provide companies that are willing to do trade references)</i>			
Name:	Address:	Phone / Fax / 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 Leader Crane Operations Pty Ltd T/A Leader Cranes & Logistics 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 (LCL):** _____
 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 Leader Crane Operations Pty Ltd T/A Leader Cranes & Logistics and its successors and assigns ("LCL") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply incidental items, equipment and/or services to

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

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

- GUARANTEE** the due and punctual payment to LCL of all monies which are now owing to LCL by the Client and all further sums of money from time to time owing to LCL by the Client in respect of incidental items, equipment and services supplied or to be supplied by LCL to the Client or any other liability of the Client to LCL, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with LCL, 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 LCL, the Guarantor will immediately on demand pay the relevant amount to LCL. In consideration of LCL agreeing to supply the incidental items, equipment 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 LCL 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 LCL and each director of LCL 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 LCL may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** LCL 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, LCL in connection with:
 - the supply of incidental items, equipment and/or services to the Client; or
 - the recovery of monies owing to LCL by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to LCL's nominees contract default fee and legal costs; or
 - monies paid by LCL with the Client's consent in settlement of a dispute that arises or results from a dispute between, LCL, the Client, and a third party or any combination thereof, over the supply of incidental items, equipment and/or services by LCL to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read, and understood LCL's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 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 LCL by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on LCL's 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 LCL, each Guarantor shall be a principal debtor and liable to LCL accordingly.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
 - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of incidental items, equipment and/or services;
 - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client;
 - 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.
- 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.
- 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 LCL.**
- I/we irrevocably authorise LCL to obtain from any person or company any information which LCL may require for credit reference purposes. I/We further irrevocably authorise LCL 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 LCL as a result of this Guarantee and Indemnity being actioned by LCL.
- The above information is to be used by LCL for all purposes in connection with LCL 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.

<p>GUARANTOR-1</p> <p>SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20____</p>
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<p>GUARANTOR-2</p> <p>SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20____</p>
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- Note:
- If the Client is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
 - If the Client is a limited partnership, the Guarantor(s) must be the general partners
 - If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 - 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

Leader Crane Operations Pty Ltd T/A Leader Cranes & Logistics – Terms & Conditions of Trade

1.	<p>Definitions</p> <p>"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting LCL to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:</p> <p>(a) if there is more than one Client, is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a partnership, it shall bind each partner jointly and severally; and</p> <p>(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(d) includes the Client's executors, administrators, successors and permitted assigns.</p> <p>"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.</p> <p>"Consignee" shall mean the person to whom the Goods are to be delivered by way of LCL's Services.</p> <p>"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.</p> <p>"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 LCL'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.</p> <p>"Goods" shall mean all cargo together with any container, packaging, or pallets/s to be moved from one place to another by way of LCL's Services, or for storage by LCL.</p> <p>"Equipment" means all Equipment (including, vehicles, cranes, and any associated accessories) supplied on hire by LCL to the Client (and where the context so permits shall include any incidental supply of Services). The Equipment shall be as described on the quotation, order, authority to hire, invoice, or any other work authorisation form provided by LCL to the Client.</p> <p>"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999 (Cth).</p> <p>"Incidental Items" means any goods, documents, designs, drawings, or materials supplied, consumed, created, or deposited incidentally by LCL in the course of it conducting, or supplying to the Client, any Services.</p> <p>"Logistics" means Leader Crane Operations Pty Ltd T/A Leader Cranes & Logistics's successors and assigns or any person acting on behalf of and with the authority of Leader Crane Operations Pty Ltd T/A Leader Cranes & Logistics.</p> <p>"Price" means the Price payable (plus any GST where applicable) for the Services and/or Equipment hire as agreed between LCL and the Client in accordance with clause 6 of this Contract.</p> <p>"Services" means all Services supplied by LCL to the Client (including, but not limited to, anything done or to be done in relation to cartage of the Goods, or the provision of any Services ancillary to the Goods such as moving, storing, or leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing, or packing the Goods, or fumigating, transshipping, or otherwise handling the Goods, or anything else done in relation thereto, including the offering of any advice or recommendations), at the Client's request from time to time.</p> <p>"Site" means the location/s at which the Services are to be provided.</p> <p>"Wet Hire" means that the Equipment is supplied by LCL with an operator, who shall at all times remain an employee or representative of LCL.</p>	6.2	<p>(c) LCL's quoted Price (subject to clause 6.2) which is subject to a Site inspection and shall be binding upon LCL provided that the Client shall accept LCL's quotation in writing within thirty (30) days.</p> <p>LCL reserves the right to change the Price:</p> <p>(a) if a variation to the Equipment which is to be supplied is requested; where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the Site, availability of Equipment, safety considerations etc), which are only discovered on commencement of the Services;</p> <p>(c) in the event of increases to LCL in the cost of labour or materials, or increases in fuel, fuel levies, taxes, customs duties, insurance premiums or warehousing costs, which are beyond LCL's control; or where the Price is calculated by weight, measurement, or value, LCL may at any time re-weigh, re-value, re-measure, or require the Goods to be re-weighed, re-valued, or re-measured and charge proportional additional freight accordingly.</p> <p>(d) Variations will be charged for on the basis of LCL's quotation, and will be detailed in writing, and shown as variations on LCL's invoice. The Client shall be required to respond to any variation submitted by LCL within ten (10) working days. Failure to do so will entitle LCL to add the full cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>6.4 At LCL's sole discretion, a reasonable deposit may be required upon placement of an order for Services/Equipment, in accordance with any quotation provided by LCL or as notified to the Client prior to the placement of an order for the Services/Equipment.</p> <p>6.5 Time for payment for the Services/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by LCL, which may be:</p> <p>(a) on delivery of the Services/Equipment;</p> <p>(b) by way of instalments/progress payments in accordance with LCL's payment schedule;</p> <p>(c) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;</p> <p>(d) the date specified on any invoice or other form as being the date for payment; or</p> <p>(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by LCL.</p> <p>6.6 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and LCL.</p> <p>6.7 LCL may in its discretion allocate any payment received from the Client towards any invoice that LCL determines and may do so at the time of receipt or at any time afterwards. On any default by the Client, LCL may re-allocate any payments previously received and allocated. In the absence of any payment allocation by LCL, payment will be deemed to be allocated in such manner as preserves the maximum value of LCL's Purchase Money Security Interest (as defined in the PPSA) in the Services/Equipment.</p> <p>6.8 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 LCL, 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 LCL in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as LCL investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in LCL placing the Client's account into default and subject to default interest in accordance with clause 15.1.</p> <p>6.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to LCL an amount equal to any GST LCL must pay for any supply by LCL under this or any other Contract for providing LCL's Services/Equipment. 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. 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.</p> <p>6.10 The Client acknowledges and agrees that the Client's obligations to LCL for the provision of Services shall not cease until:</p> <p>(a) the Client has paid LCL all amounts owing for the particular Services; and</p> <p>(b) the Client has met all other obligations due by the Client to LCL in respect of all Contracts between LCL and the Client.</p> <p>6.11 Receipt by LCL 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 and until then LCL's ownership or rights in respect of the Services, and this Contract, shall continue.</p> <p>6.12 In the event that the Client fails to pay the Price shall be paid by the Consignee shall be deemed to include a stipulation that if the Consignee does not pay the said charges within the specified date for payment, then the Client shall be liable for, and shall pay to LCL, the said Price, together with an account transfer fee.</p>	6.1	<p>(f) \$10m). It is the Client's responsibility to ensure that they are similarly insured.</p> <p>(b) The Equipment is supplied by LCL with an operator, who shall at all times remain an employee or representative of LCL. However, they shall operate the Equipment in accordance with the reasonable instructions of the Client, and accordingly, the Client:</p> <p>(i) shall not cause, or require, the Equipment to be used in a manner that is contrary to all relevant standards and safe work practices; and</p> <p>(ii) shall be liable for all responsibility and costs incurred as a result of the actions of the operator whilst following the Client's instructions.</p> <p>(c) In the event the Client requires the operator to undertake a recognised safety course or medical examination during working hours, the Client will be liable to pay the hourly hire charges for that period, notwithstanding that the Equipment is not being operated during such time. If any course is undertaken outside of the hire period, then the Client shall be liable to pay LCL standard (and/or overtime, if applicable) hourly labour rate.</p> <p>9.1 Provision of the Services</p> <p>Unless otherwise agreed between the parties in writing, LCL shall provide (as the Client's agent) transport of the Equipment hire to and from the Site, and transport charges (including loading/Equipment):</p> <p>(a) are quoted on the basis of delivery and/or collection of the Equipment of a full load. Small loads, or part loads, will incur additional charges; and</p> <p>(b) allow for a maximum of ninety (90) minutes loading or unloading time per visit to the Site during LCL's normal business hours. Delivery and/or collection of the Equipment (including any waiting time) outside LCL's normal business hours will incur additional charges.</p> <p>9.2 All Goods are carried or transported, and any other Services are performed, by LCL subject only to these conditions, and LCL reserves the right to refuse to handle, lift or transport any Goods for any person, corporation or body, and the carriage or transport of any class of Goods at its discretion.</p> <p>9.3 The cost of delivery will be payable by the Client in accordance with the quotation provided to the Client, or as otherwise notified to the Client prior to the placement of an order for the Services (including, the supply of additional labour, Equipment, incidental items, and transportation expenses and other requirements).</p> <p>9.4 In the event the Client is unable to accept delivery, as arranged, or there are any delays due to free and clear access to the Site not being available, LCL shall be entitled to charge all additional costs involved with the redelivery and/or storage, and all charges lost as a direct result of the Site being unavailable.</p> <p>9.5 Any time or date given by LCL to the Client is an estimate only. The Client must still accept delivery even if late and LCL will not be liable for any loss or damage incurred by the Client as a result of any delay in delivery, commencement of Services or interruption to the continuity of Services due to reasons beyond the practical control of LCL (including, but not limited to, any event outlined in clause 19, breakdown of Equipment, plant, transport delays, accidents, or other labour difficulties, etc.).</p> <p>10.1 Title</p> <p>The Equipment is and will at all times remain the absolute property of LCL, however the Client accepts full responsibility for:</p> <p>(a) the safekeeping of the Equipment and indemnifies LCL for all loss, theft, or damage to the Equipment however caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client; and</p> <p>(b) ensuring LCL is indemnified against all liability in respect of all actions, proceedings, claims, damages, costs, and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Equipment during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other persons.</p> <p>11.1 Personal Property Securities Act 2009 ("PPSA")</p> <p>In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>11.2 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:</p> <p>(a) all Incidental Items/Equipment previously supplied by LCL to the Client;</p> <p>(b) all Incidental Items/Equipment will be supplied in the future by LCL to the Client; and</p> <p>(c) all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to LCL for Services that have previously been provided and that will be provided in the future by LCL to the Client.</p> <p>11.3 The Client undertakes to:</p> <p>(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 LCL may reasonably require to;</p> <p>(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, LCL 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 Incidental Items/Equipment charged thereby;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of LCL;</p> <p>(d) not register or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items/Equipment in favour of a third-party without the prior written consent of LCL;</p> <p>(e) immediately advise LCL of any material change in its business practices of selling Incidental Items which would result in a change in the nature of proceeds derived from such sales.</p> <p>11.4 LCL and the Client agree that sections 11.3 and 12.5 of the PPSA do not apply to the security agreement created by these terms and conditions.</p> <p>11.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p> <p>11.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>11.7 Unless otherwise agreed to in writing by LCL, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>11.8 The Client must unconditionally ratify any actions taken by LCL under clauses 11.2 to 11.5.</p> <p>11.9 Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p> <p>11.10 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 11 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters this clause 11 will apply generally for the purposes of the PPSA.</p> <p>12.1 Security and Charge</p> <p>In consideration of LCL agreeing to supply the Services/Equipment, the Client grants LCL a security interest by way of a floating charge (registerable by LCL 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 Services/Equipment under this Contract and/or permit LCL to appoint a receiver to the Client in accordance with the Corporations Act 2007 (Cth).</p> <p>12.2 The Client indemnifies LCL from and against all LCL's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising LCL's rights under this clause.</p> <p>12.3 In the event that the Client defaults or breaches any term of this Contract and as a result the security provided by clauses 10.1, 11.2 and 12.1 as applicable, is deemed insufficient by LCL to secure the repayment of monies owed by the Client to LCL, the Client hereby grants LCL 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</p>						
2.	<p>Acceptance</p> <p>2.1 The parties acknowledge and agree that:</p> <p>(a) they have read and understood the terms and conditions contained in this Contract; and</p> <p>(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 the Services/Equipment provided by LCL.</p> <p>2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other document or agreement that the parties have entered into, the terms of this Contract shall prevail.</p> <p>2.3 This Contract constitutes the entire contract between the parties and contains all the representations, warranties, covenants, and agreements of the parties in relation to the subject matter of this Contract. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.</p> <p>2.4 The Client acknowledges and accepts that the supply of Services/Equipment on credit shall not make effect until the Client has completed a credit application with LCL and it has been approved with a credit limit established for the account. In the event that the supply of Services/Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms, LCL reserves the right to refuse delivery. NO credit will be extended to overdue accounts.</p> <p>2.5 Where the Client requesting or organising LCL to provide Services is acting on behalf of any third-party and that third-party is intended to be responsible for the payment of the Price then in the event that the third-party does not pay for the Services when due, the Client acknowledges and agrees that they shall be liable for the payment of the Price as if they had contracted the Services on their own behalf.</p> <p>2.6 Electronic signatures shall be deemed to be accepted by either party providing 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.</p>	3.	<p>Errors and Omissions</p> <p>3.1 The Client acknowledges and accepts that LCL shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by LCL in the formation and/or administration of this Contract; and/or</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by LCL in respect of the Services.</p> <p>3.2 In circumstances where the Client is required to place an order for Services, 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 Services (whether they are made to order Incidental Items or not) ("Client Error"). The Client must pay for all Services if orders from LCL notwithstanding that such Services suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such Services. LCL is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.</p>	4.	<p>Authorised Representatives</p> <p>4.1 The Client acknowledges and accepts that LCL shall (for the duration of the hire period) liaise directly with one (1) authorised representative, and that once introduced as such to LCL, that person shall have the full authority of the Client to order any further Services/Equipment and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to LCL for all additional costs incurred by LCL (including LCL's profit margin) in providing any Services or variations requested thereto by the Client's duly authorised representative.</p>	5.	<p>Change in Control</p> <p>5.1 The Client shall give LCL 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 similar practice). The Client shall be liable for any loss incurred by LCL as a result of the Client's failure to comply with this clause.</p>	6.	<p>Price and Payment</p> <p>6.1 At LCL's sole discretion, the Price shall be either:</p> <p>(a) as indicated on any invoice provided by LCL to the Client upon placement of an order for the Services/Equipment; or</p> <p>(b) the Price as at the date of delivery of the Services/Equipment according to LCL's current Price list, as previously disclosed to the Client upon the Client's placement of an order for the Services/Equipment; or</p>	8.	<p>Limitation of Liability</p> <p>8.1 Load Measuring Devices</p> <p>(a) If any crane has been fitted with a load measuring device, the Client hereby acknowledges and agrees that LCL has made no warranties or representations whatsoever with respect to the ability of said load measuring device to accurately, or consistently measure the weight of the load being lifted by such crane. The Client further acknowledges and agrees that it is the responsibility of the Client to independently determine the weight of every load to be lifted by any crane comprising all or a portion of the Equipment so as to ensure that any such load to be lifted does not exceed the rated load as determined by such crane's capacity chart and that the load measuring device shall be used as an operator-aid only.</p> <p>8.2 Wet Hire:</p> <p>(a) Unless otherwise agreed to in writing between the parties, LCL shall not be deemed the principal contractor and shall not be obligated to maintain any contract works insurance cover or be responsible with regard to any work cover requirements (including, but not limited to, compliance under any relevant legislation or policy, etc.). However, LCL shall have public liability insurance of at least ten million dollars</p>

Leader Crane Operations Pty Ltd T/A Leader Cranes & Logistics – Terms & Conditions of Trade

	<p>of its obligations under these terms and conditions (including, but not limited to, the payment of any money.</p>		<p>If the Client consents to LCL's use of Cookies on LCL's website and later wishes to withdraw that consent, the Client may manage and control LCL's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.</p> <p>The Client agrees for LCL 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 LCL.</p> <p>The Client agrees that LCL may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Client; and/or</p> <p>(b) to notify other credit providers of a default by the Client; and/or</p> <p>(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</p> <p>(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.</p> <p>The Client consents to LCL being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.</p> <p>The Client agrees that personal credit information provided may be used and shared by LCL for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Services/Equipment; and/or</p> <p>(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services/Equipment; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or other facilities requested by the Client; and</p> <p>(d) enabling the collection of amounts outstanding in relation to the Services/Equipment.</p> <p>LCL may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report; and</p> <p>(b) to obtain or maintain a credit information file about the Client including credit history.</p> <p>The information given to the CRB may include:</p> <p>(a) Personal Information as outlined in 17.3 above;</p> <p>(b) name of the credit provider and that LCL is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(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);</p> <p>(f) advice of consumer credit defaults (provided LCL is a member of an approved OAC 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 LCL has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);</p> <p>(g) information that, in the opinion of LCL, the Client has committed a serious credit offence;</p> <p>(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p> <p>The Client shall have the right to request (by e-mail) from LCL:</p> <p>(a) a copy of the Personal Information about the Client retained by LCL and the right to request that LCL correct any incorrect Personal Information; and</p> <p>(b) that LCL does not disclose any Personal Information about the Client for the purpose of direct marketing.</p> <p>LCL will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.</p> <p>The Client can make a privacy complaint by contacting LCL via e-mail. LCL will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>		<p>(c) the Client will not during the term of the Contract without consent in writing of LCL (LCL will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:</p> <p>(i) the removal, replacement or retirement of the Client as trustee of the trust;</p> <p>(ii) any alteration to or variation of the terms of the Trust;</p> <p>(iii) any advancement or distribution of capital of the Trust; or</p> <p>(iv) any resettlement of the trust fund or trust property.</p>
13.	<p>Defects, Warranties and the Competition and Consumer Act 2010 (CCA)</p> <p>The Client must inspect LCL's Services on completion, and the Equipment on delivery and must within seven (7) days notify LCL in writing of any evident defect in the Services/Equipment (including LCL's workmanship), or any incidental items provided, or of any other failure by LCL to comply with the description of, or quote for, the Services/Equipment which LCL was to supply. The Client must notify any other alleged defect in LCL's Services, Equipment or incidental items as soon as it is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow LCL to review the Services, Equipment or incidental items that were provided.</p>	13.1	<p>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. LCL acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, LCL makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services/Equipment. LCL's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>If the Client is a consumer within the meaning of the CCA, LCL's liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>If LCL is required to rectify, re-supply, or pay the cost of re-supplying the Services/Equipment under this clause or the CCA, but is unable to do so, then LCL may refund any money the Client has paid for the Services/Equipment but only to the extent that such refund shall take into account the value of Services/Equipment and incidental items which have been provided to the Client which were not defective.</p> <p>If the Client is not a consumer within the meaning of the CCA, LCL's liability for any defective Services/Equipment or incidental items is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Client by LCL at LCL's sole discretion; and</p> <p>(b) otherwise negated absolutely.</p>	13.2	<p>Notwithstanding clauses 13.1 to 13.7 but subject to the CCA, LCL shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:</p> <p>(a) the Client failing to properly maintain or store any incidental items;</p> <p>(b) the Client using the incidental items for any purpose other than that for which they were designed;</p> <p>(c) the Client continuing to use any incidental item after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) interference with the Services/Equipment by the Client or any third party without LCL's prior approval;</p> <p>(e) the Client failing to follow any instructions or guidelines provided by LCL;</p> <p>(f) fair wear and tear, any accident, or act of God.</p>
14.	<p>Intellectual Property</p> <p>Where LCL has designed, drawn, or developed incidental items for the Client, then the copyright in any incidental items shall remain the property of LCL. Under no circumstances may such designs, drawings and documents be used without the express written approval of LCL.</p> <p>The Client agrees that LCL may (at no cost) use for the purposes of marketing or entry into any competition, any incidental items which LCL has created for the Client.</p>	14.1	<p>Default and Consequences of Default</p> <p>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 LCL's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>If the Client owes LCL any money, the Client shall indemnify LCL from and against all costs and disbursements:</p> <p>(a) incurred in connection with the enforcement of this Contract; and</p> <p>(b) which would be incurred and/or</p> <p>(c) for which by the Client would be liable;</p> <p>in regard to legal costs on a solicitor and own client basis incurred in exercising LCL's rights under these terms and conditions, internal administration fees, LCL'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 charges and honorariums.</p> <p>Further to any other rights or remedies LCL may have under this Contract, if a Client has made payment to LCL, 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 LCL 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.</p> <p>Without prejudice to LCL's other remedies at law LCL shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to LCL shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to LCL becomes overdue, or in LCL's opinion the Client will be unable to make a payment when it falls due;</p> <p>(b) the Client has exceeded any applicable credit limit provided by LCL;</p> <p>(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</p> <p>(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p>	14.2	<p>Compliance with Laws</p> <p>The Client and LCL shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Equipment/Services.</p> <p>The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.</p> <p>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.</p>
15.	<p>Cancellation</p> <p>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 of Services/Equipment to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party shall be liable for any costs associated with a party suspending/cancelling the Contract under this clause 16.1.</p> <p>If LCL, due to reasons beyond LCL's reasonable control, is unable to deliver any Services/Equipment to the Client, LCL may cancel any Contract to which these terms and conditions apply or cancel delivery of the Services/Equipment at any time before the Services/Equipment are delivered by giving written notice to the Client. On giving such notice LCL shall repay to the Client any money paid by the Client for the Services/Equipment. LCL shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>The Client may cancel delivery of the Services/Equipment by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels in accordance with this clause 16.3, the Client will not be liable for the payment of any costs of LCL, except where a deposit is payable in accordance with clause 6.4. Failure by the Client to otherwise accept Delivery of the Services/Equipment shall place the Client in breach of this Contract.</p>	15.1	<p>Force Majeure</p> <p>Neither party shall be liable for any default due to any act of God, war, terrorism, strike, civil disturbance, riot, Governments intervention or regulation, including, but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), Council conditions or specifications, lock-out, industrial action, fire, flood, storm, national or global pandemics, or other event beyond the reasonable control of either party ("Force Majeure").</p> <p>If a party becomes unable (wholly or in part) by Force Majeure, to carry out any of its duties or obligations under this Contract:</p> <p>(a) the party must give the other party prompt written notice of:</p> <p>(i) detailed particulars of the Force Majeure; and</p> <p>(ii) so far as is known, the probable extent to which the party will be unable to perform or will be delayed in performing the duty or obligation.</p> <p>(b) the relevant duty or obligation, so far as it is affected by the Force Majeure, will be suspended during the continuance of the Force Majeure; and</p> <p>(c) the party will use all reasonable efforts to overcome or remove the Force Majeure as quickly as possible. This clause does not apply to a failure by the Client to make a payment to LCL, once the parties agree that the Force Majeure event has ceased.</p>	15.2	<p>Building and Construction Industry Security of Payment Act 2002</p> <p>At LCL's sole discretion, if there are any disputes or claims for unpaid Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply.</p> <p>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.</p>
16.	<p>Privacy Policy</p> <p>All emails, documents, images, or other recorded information held or used by LCL is Personal Information as defined and referred to in clause 17.3, and therefore considered Confidential Information. LCL 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"). LCL acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by LCL that may result in serious harm to the Client, LCL 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 approved by the Client by written consent, unless subject to an operation of law.</p> <p>Notwithstanding clause 17.1, privacy limitations will extend to LCL in respect of Cookies where the Client utilises LCL's website to make enquiries. LCL 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:</p> <p>(a) IP address, browser, email clients and other similar details;</p> <p>(b) tracking website usage and traffic; and</p> <p>(c) reports are available to LCL when LCL sends an email to the Client, so LCL may collect and review that information ("collectively Personal Information").</p>	16.1	<p>Service of Notices</p> <p>Any written notice given under this Contract shall be deemed to have been given and received:</p> <p>(a) by handing the notice to the other party, in person;</p> <p>(b) by leaving it at the address of the other party as stated in this Contract;</p> <p>(c) by sending it by registered post to the address of the other party as stated in this Contract;</p> <p>(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</p> <p>(e) if sent by email to the other party's last known email address.</p> <p>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.</p>	16.2	<p>Truſts</p> <p>If the Client at any time upon or subsequent to entering into the Contract is acting as trustee of any trust or as an agent for a trust ("Trust"), then whether or not LCL may have notice of the Trust, the Client covenants with LCL as follows:</p> <p>(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;</p> <p>(b) the Client has full and complete power and authority under the Trust 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;</p>
17.	<p>Liability</p> <p>LCL shall have, and retain, a general lien on any Goods owned by the Client in the possession or control of LCL (and any documents relating to those Goods) for pecuniary obligations owing from time to time by the Client on any account whatsoever to LCL (including, but not limited to, payment of the Price), and LCL shall have the right to, after giving seven (7) days' notice to the Client:</p> <p>(a) remove such Goods (or part thereof) and store them in such a place and manner as LCL shall think proper, and at the risk and expense of the Client, or as the case may be;</p> <p>(b) open any package and sell such Goods (or any part thereof) or cargo by public auction or private treaty without being liable to any person for damage caused thereby. LCL shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Goods, from the proceeds of sale and shall render any surplus to the entitled person. Any such sale shall not prejudice or affect LCL's right to recover from the Client any charges due or payable in respect of the carriage or such detention and sale.</p>	17.1	<p>Liability</p> <p>LCL shall be under no liability whatsoever unless:</p> <p>(a) written notice to any claimant regarding reasonable particulars of the event giving rise to the claim, and any alleged damage or loss, is received by LCL within seven (7) days after delivery, or in the case of non-delivery, within fourteen (14) days after the date of dispatch;</p> <p>(b) a claim on any Goods received by the Consignee that is accepted 'subject to inspection' shall be in writing, giving reasonable particulars of the event giving rise to the claim and any alleged damage or loss, and such notice must be received by LCL within seven (7) days after delivery; and</p> <p>(c) an action must be commenced by the Client in a court of competent jurisdiction (and in accordance with clause 23.3) within thirty (30) days of delivery, or in the case of non-delivery, within six (6) months and fourteen (14) days of the date of dispatch.</p> <p>The failure to notify a claim within the time limits under clause 27.1 is evidence of satisfactory performance by LCL of its obligations hereunder.</p>	17.2	<p>Liability</p> <p>LCL shall be under no liability whatsoever unless:</p> <p>(a) written notice to any claimant regarding reasonable particulars of the event giving rise to the claim, and any alleged damage or loss, is received by LCL within seven (7) days after delivery, or in the case of non-delivery, within fourteen (14) days after the date of dispatch;</p> <p>(b) a claim on any Goods received by the Consignee that is accepted 'subject to inspection' shall be in writing, giving reasonable particulars of the event giving rise to the claim and any alleged damage or loss, and such notice must be received by LCL within seven (7) days after delivery; and</p> <p>(c) an action must be commenced by the Client in a court of competent jurisdiction (and in accordance with clause 23.3) within thirty (30) days of delivery, or in the case of non-delivery, within six (6) months and fourteen (14) days of the date of dispatch.</p> <p>The failure to notify a claim within the time limits under clause 27.1 is evidence of satisfactory performance by LCL of its obligations hereunder.</p>

TERMS APPLICABLE TO CARTAGE

Provision of the Services

All Goods are carried or transported, and any other Services are performed, by LCL subject only to these conditions, and LCL reserves the right to refuse to handle, lift, or transport any Goods for any person, corporation or body, and the carriage or transport of any class of Goods at its discretion. The Client shall disclose to LCL the nature of the Goods to be handled, lifted, and/or carried. If LCL deems the Goods to be dangerous, hazardous or offensive, LCL may do anything it believes to be appropriate to avoid or minimise any loss, damage, or offence.

The Client authorises LCL (in its discretion at any time without notice to the Client) to:

(a) license or sub-contract all or any part of its rights and/or obligations, entering into contracts and arrangements with any third-party to perform or carry out the Services (or any part thereof). In so engaging such third parties, LCL has or will represent to such third parties that the terms of this Contract, including the benefit of any terms conferred upon LCL, shall extend to such third parties in providing their goods and/or services; and

(b) deviate from the usual, customary, intended or advertised route (whether or not the Goods are the most direct and/or fastest) and manner of carriage of Goods that may be deemed reasonable or necessary in the circumstances, including stay at any place whatsoever once or more often in any order backwards or forwards and/or store the Goods at any such place for any period whatsoever.

Loss or Damage

All Goods are handled, lifted, and/or carried entirely at the Client's sole risk. LCL shall not be responsible in tort or Contract or otherwise for any loss of, or damage to, the Goods, mis-delivery, or failure to provide the Services, or delay in provision of the Services, however occasioned (including, without limiting the foregoing, the negligence or willful act, or default, of LCL or others, and whether or not the same occurs in the course of performance by LCL of this Contract, or in events which are in the contemplation of LCL and/or the Client, or in events which are foreseeable by them (or either of them), or in events which would constitute fundamental breach of the Contract, or a breach of a fundamental term thereof.

Insurance of the Goods will not be effected by LCL for the benefit of the Client, except upon the written instructions of the Client, and then only at the Client's expense, and upon receipt of a declaration of value of the Goods, or a reasonable time prior to the handling, lifting, and/or carriage of the Goods, whichever shall occur the earlier.

Where it is a Contract of cartage and where liability has not been effectively excluded, whether by this Contract or by statute, convention or otherwise, the total liability of LCL for any loss or damage shall be as per:

(a) the value stated under applicable legislation; or

(b) LCL's declared value risk amount specified on LCL's documentation; and

(c) where contents, and condition of contents, are unknown, claims will be considered only where there are signs of outside damage only.

Lien

LCL shall have, and retain, a general lien on any Goods owned by the Client in the possession or control of LCL (and any documents relating to those Goods) for pecuniary obligations owing from time to time by the Client on any account whatsoever to LCL (including, but not limited to, payment of the Price), and LCL shall have the right to, after giving seven (7) days' notice to the Client:

(a) remove such Goods (or part thereof) and store them in such a place and manner as LCL shall think proper, and at the risk and expense of the Client, or as the case may be;

(b) open any package and sell such Goods (or any part thereof) or cargo by public auction or private treaty without being liable to any person for damage caused thereby. LCL shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Goods, from the proceeds of sale and shall render any surplus to the entitled person. Any such sale shall not prejudice or affect LCL's right to recover from the Client any charges due or payable in respect of the carriage or such detention and sale.

Claims

LCL shall be under no liability whatsoever unless:

(a) written notice to any claimant regarding reasonable particulars of the event giving rise to the claim, and any alleged damage or loss, is received by LCL within seven (7) days after delivery, or in the case of non-delivery, within fourteen (14) days after the date of dispatch;

(b) a claim on any Goods received by the Consignee that is accepted 'subject to inspection' shall be in writing, giving reasonable particulars of the event giving rise to the claim and any alleged damage or loss, and such notice must be received by LCL within seven (7) days after delivery; and

(c) an action must be commenced by the Client in a court of competent jurisdiction (and in accordance with clause 23.3) within thirty (30) days of delivery, or in the case of non-delivery, within six (6) months and fourteen (14) days of the date of dispatch.

The failure to notify a claim within the time limits under clause 27.1 is evidence of satisfactory performance by LCL of its obligations hereunder.