**Terms and Conditions of Trade**

*To the fullest extent legally permissible all dealings between Fenian Park Pty Ltd (Fenian Park) and any Customer relating to any services are subject to the following terms and conditions of trade ["these Terms"] unless otherwise agreed in writing:*

1. **Payments** to be by cash, cheque, bank cheque or Electronic funds transfer or accepted Credit Card and without deduction unless otherwise agreed at time of billing or within 14 days by agreement (account).
2. **Interest** will be charged on overdue accounts at the rate prescribed by the ACT Magistrates Court. The current rate is available on their web page www.courts.act.gov.au/magistrates
3. **Exclusions:** The Customer agrees that
   1. Products supplied in the course of services provided by Fenian Park are subject to each and every manufacturer's trading terms and conditions and are protected by each and every manufacturer's warranty and Fenian Park shall not be liable to the extent that any manufacturer is liable under a manufacturer's warranty unless otherwise required by law
   2. Fenian Park shall not be liable nor responsible for any failure to comply with any requirements of the Customer or any other person (whether relating to manufacture, design, fabrication, installation and/or any other particular intended use of any Products and/or otherwise) which are not precisely and accurately communicated in writing directly to the appropriate personnel at Fenian Park prior to the entry by Fenian Park into any relevant service contract
4. **Other Terms and Conditions:** No terms and conditions sought to be imposed by the Customer upon Fenian Park shall apply except by express agreement in writing.
5. **Recovery Costs:** The Customer shall pay all costs and expenses (including legal costs on an indemnity basis) incurred by Fenian Park and/or its agents in respect of the Customer whether relating to any debt, possession of Products and/or otherwise.
6. **Jurisdiction:** The Customer agrees that all contracts made with Fenian Park shall be deemed to be made in the State nominated by Fenian Park and the Customer agrees to submit to the jurisdiction of the appropriate Court nominated by Fenian Park in the capital city of that State.
7. **Force Majeure:** Fenian Park shall not be or be deemed to be in default or breach of any contract as a result of Force Majeure. Force Majeure shall include any cause beyond the reasonable control of Fenian Park including strikes and lockouts.
8. **Defaults:** Upon default or breach of these Terms by the Customer Fenian Park may inter alia retain all monies paid, cease further deliveries, recover from the Customer any loss of profits arising and/or at Fenian Park's election take immediate possession of Products not paid for without prejudice to any other rights Fenian Park may have and without Fenian Park being liable in any way to any person
9. **Severability:** Any part of these Terms being a whole or part of a clause shall be capable of severance without affecting any other part of these Terms.
10. **Goods and Services Tax [GST]:** All monies payable to Fenian Park and any other consideration for any other "taxable supply" (within the meaning of A New Tax System (Goods and Services Tax) Act 1999 and associated legislation as amended from time to time) shall unless Fenian Park otherwise directs be deemed at all times to be exclusive of GST and/or any other applicable taxes, government charges, levies and/or imposts of any kind whatsoever - any and all of which must be paid by the Customer to Fenian Park as and when and in such manner as Fenian Park reasonably requires
11. **Notice:** The Customer agrees that it shall be deemed to have notice of any change to these Terms immediately any change is adopted by Fenian Park and whether or not the Customer has actual notice thereof. The Customer shall be bound by any terms and conditions of trade which may be adopted by Fenian Park immediately they are so adopted and notwithstanding any other purported or pre-existing terms and conditions which might otherwise have applied.