

CUSTOMER INFORMATION FORM

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached

Customer'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:			
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>			
Trading Name:			
ABN:	ACN:	Date Established <i>(current owners)</i> :	
Contact Person:		Phone No.	
Nature of Business:			
Directors / Owners / Trustee: <i>(if more than two, please attach a separate sheet)</i>			
(1) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
(2) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	

I certify that the above information is true and correct and that I accept the supply of credit by SMS *(if applicable)*. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Soil Management Systems Pty Ltd which form part of, and are intended to be read in conjunction with this Customer Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____ SIGNED (SMS): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

OFFICE USE ONLY		
Account / Ref. No.	DATA INPUTTED	DATE
		/ /

1.	Definitions	1.1 "SMS" means Soil Management Systems Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Soil Management Systems Pty Ltd.	1.2 "Customer" means the person or any person acting on behalf of and with the authority of the Customer requesting SMS to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and (b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and (c) includes the Customer's executors, administrators, successors and permitted assigns.	1.3 "Goods" means all Goods or Services supplied by SMS to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	1.4 "Price" means the Price (plus any GST where applicable) for the Goods as agreed between SMS and the Customer in accordance with clause 5 below.	1.5 "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	2. Acceptance	2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.	2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and SMS.	2.3 None of SMS's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Agent in writing nor is SMS bound by any such unauthorised statements.	2.4 Any advice, recommendation, information, assistance or service provided by SMS in relation to Goods or Services supplied is given in good faith, is based on SMS own knowledge and experience and shall be accepted without liability on the part of SMS and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods or Services.	2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	3. Errors & Omissions	3.1 The Customer acknowledges and accepts that SMS shall, without prejudice, accept no liability in relation to any alleged or actual error(s) and/or omission(s): (a) resulting from any clerical or administrative mistake made by SMS in the formation and/or administration of this contract; and/or (b) contained/omitted in/from any literature (hard copy and/or electronic) supplied by SMS in respect of the Services.	3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of SMS, the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.	4. Change in Control	4.1 The Customer shall give SMS not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by SMS as a result of the Customer's failure to comply with this clause.	5. Price and Payment	5.1 At SMS's sole discretion, the Price shall be: (a) as indicated on any invoice provided by SMS to the Customer; (b) the Price as at the date of delivery of the Goods according to SMS's current price list; (c) SMS's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	5.2 SMS reserves the right to change the Price: (a) if a variation to the Goods which are to be supplied is requested; (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; (c) 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 machinery, safety considerations, hard rock barriers below the surface etc), which are only discovered on commencement of the Services; (d) in the event of an increase in SMS's cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond SMS's control.	5.3 Variations will be charged for on the basis of SMS's quotation, and will be detailed in writing, and shown as variations on SMS's invoice. The Customer shall be required to respond to any variation submitted by SMS within ten (10) working days. Failure to do so will entitle SMS to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	5.4 At SMS's sole discretion, a non-refundable deposit may be required.	5.5 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by SMS, which may be: (a) on delivery of the Goods; (b) before delivery of the Goods; (c) by way of instalments/progress payments in accordance with SMS's payment schedule; (d) thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices; (e) the date specified on any invoice or other form as being the date for payment; or (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by SMS.	5.6 Payment may be made by cash, cheque, electronic on-line banking, or by any other method as agreed to between the Customer and SMS.	5.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by SMS nor to withhold payment of any invoice because part of that invoice is in dispute.	5.8 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to SMS an amount equal to any GST SMS must pay for any supply by SMS under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction of any amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer 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.	6. Delivery of Goods	6.1 Delivery ('Delivery') of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at SMS's address; or (b) SMS (or SMS's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	6.2 At SMS's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.	6.3 Any time specified by SMS for delivery of the Goods is an estimate only. The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. SMS will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then SMS shall be entitled to charge a reasonable fee for redelivery and/or storage.	6.4 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: (a) such discrepancy shall not exceed five percent (5%); and (b) the Price shall be adjusted pro rata to the discrepancy.	7. Risk	7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, SMS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SMS is sufficient evidence of SMS's rights to receive the insurance proceeds without the need for any person dealing with SMS to make further enquiries.	7.3 If the Customer requests SMS to leave Goods outside SMS's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.	8. Access	8.1 The Customer shall ensure that SMS has clear and free access to the work site at all times to enable them to undertake the Services. SMS shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of SMS.	8.2 It is the responsibility of the Customer to ensure that access is suitable to accept the weight of laden trucks, front end loaders as may be deemed necessary by SMS in the course of delivery. The Customer agrees to indemnify SMS against all costs incurred by SMS in recovering such vehicles in the event they become bogged or otherwise inoperative.	9. Title	9.1 SMS and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid SMS all amounts owing to SMS; and (b) the Customer has met all of its other obligations to SMS.	9.2 Receipt by SMS of any funds or payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.	10. Personal Property Securities Act 2009 ("PPSA")	10.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.	10.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Customer to SMS for Services – that have previously been supplied and that will be supplied in the future by SMS to the Customer.	10.3 The Customer undertakes to: (a) register a financing statement and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SMS may reasonably require to: (i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii); (b) conduct and reimburse SMS for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; (c) not register a financing charge statement in respect of a security interest without the prior written consent of SMS; (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of SMS; (e) immediately advise SMS of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.	10.4 SMS and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	10.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	10.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	10.7 Unless otherwise agreed to in writing by SMS, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.	10.8 The Customer must unconditionally ratify any actions taken by SMS under clauses 10.3 to 10.5.	10.9 Subject to any express provisions to the contrary (including those contained in this clause) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	11. Security and Charge	11.1 In consideration of SMS agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	11.2 The Customer indemnifies SMS from and against all SMS's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising SMS's rights under this clause.	11.3 The Customer irrevocably appoints SMS and each director of SMS as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.	12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)	12.1 The Customer must inspect the Goods on delivery and must within twenty-four (24) hours of delivery notify SMS in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow SMS to inspect and/or open the Goods.	12.2 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).	12.3 SMS acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	12.4 Except to the extent that these terms and conditions or in respect of the Non-Excluded Guarantees, SMS makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. SMS's liability in respect of these warranties is limited to the fullest extent permitted by law.	12.5 If the Customer is a consumer within the meaning of the CCA, SMS's liability is limited to the extent permitted by section 64A of Schedule 2.	12.6 If SMS is required to replace the Goods under this clause or the CCA, but is unable to do so, SMS may refund any money the Customer has paid for the Goods.	12.7 If the Customer is not a consumer within the meaning of the CCA, SMS's 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 Customer by SMS at SMS's sole discretion; (b) limited to any warranty to which SMS is entitled, if SMS did not manufacture the Goods; or (c) otherwise negated absolutely.	12.8 Subject to this clause 12, returns will only be accepted provided that: (a) the Customer has complied with the provision of clause 12.1; and (b) SMS has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Customer'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.	12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, SMS 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 Customer failing to properly maintain or store any Goods; (b) the Customer using the Goods for any purpose other than for which they were designed; (c) the Customer 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 Customer failing to follow any instructions or guidelines provided by SMS; (e) fair wear and tear; any accident or any other cause that can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.	12.10 Notwithstanding anything contained in this clause SMS is required by a law to accept a return then SMS will only accept a return on the conditions imposed by that law.	13. Intellectual Property	13.1 Where SMS has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of SMS. Under no circumstances may such designs, drawings and documents be used without the express written approval of SMS.	13.2 The Customer warrants that all designs, specifications or instructions given to SMS will not cause SMS to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify SMS against any action taken by a third party against SMS in respect of any such infringement.	13.3 The Customer agrees that SMS may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which SMS has created for the Customer.	14. Default and Consequences of Default	14.1 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 SMS's sole discretion such interest shall compound monthly at such a rate) after as well as any other judgements made by the court.	14.2 If the Customer owes SMS any money the Customer shall indemnify SMS from and against all costs and disbursements incurred by SMS in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SMS's contract default fee, and bank dishonour fees).	14.3 Further to any other rights or remedies SMS may have under this contract, if a Customer has made payment to SMS, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by SMS under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.	14.4 Without prejudice to SMS's other remedies at law SMS shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to SMS shall, whether or not due for payment, become immediately payable if: (a) any money payable to SMS becomes overdue, or in SMS's opinion the Customer will be unable to make a payment when it falls due; (b) the Customer has exceeded any applicable credit limit provided by SMS; (c) the Customer 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 (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.	15. Cancellation	15.1 Without prejudice to any other remedies SMS may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions SMS may suspend or terminate the supply of Goods to the Customer. SMS will not be liable to the Customer for any loss or damage the Customer suffers because SMS has exercised its rights under this clause.	15.2 SMS may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered, by giving written notice to the Customer. On giving such notice SMS shall repay to the Customer any money paid by the Customer for the Goods. SMS shall not be liable for any loss or damage whatsoever arising from such cancellation.	15.3 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by SMS as a direct result of the cancellation (including, but not limited to, any loss of profits).	15.4 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, shall be indefinitely not be accepted once production has commenced, or an order has been placed.	16. Dispute Resolution	16.1 If a dispute arises between the parties to this contract, then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer and attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be: (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.	17. Privacy Act 1988	17.1 The Customer agrees for SMS to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by SMS.	17.2 The Customer agrees that SMS may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.	17.3 The Customer consents to SMS being given a consumer credit report to collect overdue payment on commercial credit.	17.4 The Customer agrees that personal credit information provided may be used and retained by SMS 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 Customer's credit, payment and/or status in relation to the provision of Goods; and/or (c) the provision of accounts, direct debit facilities and/or credit facilities requested by the Customer; and/or (d) enabling the collection of amounts outstanding in relation to the Goods.	17.5 SMS may give information about the Customer 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 Customer including credit history.	17.6 The information given to the CRB may include: (a) personal information as outlined in 17.1 above; (b) name of the credit provider and that SMS is a current credit provider to the Customer; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (f) details of accounts in default, 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 Customer no longer has any overdue accounts and SMS has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of SMS, the Customer has committed a serious credit infringement.	17.7 The Customer shall have the right to request (by e-mail) from SMS: (a) a copy of the information about the Customer retained by SMS and the right to request that SMS correct any incorrect information; and (b) that SMS does not disclose any personal information about the Customer for the purpose of direct marketing.	17.8 SMS will provide personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.	17.9 The Customer can make a privacy complaint by contacting SMS via e-mail. SMS 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 Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au .	18. Trusts	18.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust (Trust) then whether or not SMS may have notice of the Trust, the Customer covenants with SMS as follows: (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and its trustee; (b) the Customer has full and complete power and authority under the Trust 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 Customer against the Trust or the trust fund. The Customer 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 Customer will not without consent in writing of SMS (SMS will not unreasonably withhold consent) to permit, or suffer or allow, any of the following events: (i) the removal, replacement or retirement of the Customer 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 property.	19. General	19.1 The force of 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 the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.	19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of South Australia, the state in which SMS has its principal place of business, and are subject to the jurisdiction of the courts of that state.	19.3 Subject to clause 12 SMS shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by SMS of these terms and conditions (alternatively SMS's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).	19.4 SMS may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.	19.5 The Customer cannot licence or assign without the written approval of SMS.	19.6 SMS may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of SMS's sub-contractors without the authority of SMS.	19.7 The Customer agrees that SMS may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for SMS to provide Goods to the Customer.	19.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.	19.9 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.
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