
Terms & Conditions of Trade

1. Definitions

- 1.1 "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.
- 1.2 "Guardian Campers and RV Centre" means Guardian Campers and RV Centre, its successors and assigns or any person acting on behalf of and with the authority of Guardian Campers and RV Centre.
- 1.3 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Guardian Campers and RV Centre 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 partnership, it shall bind each partner jointly and severally; and
 - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Customer's executors, administrators, successors and permitted assigns.
- 1.4 "Goods" means all Goods (including but not limited to, any supplementary aftermarket accessories and/or consumables) or Services supplied by Guardian Campers and RV Centre 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).
- 1.5 "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) and pricing details.
- 1.6 "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 Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website.**
- 1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Guardian Campers and RV Centre and the Customer in accordance with clause 5 below.
- 1.8 "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 Services provided by Guardian Campers and RV Centre.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 In the event that the Goods and/or Services provided by Guardian Campers and RV Centre are the subject of an insurance claim that the Customer has made, then the Customer shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by Guardian Campers and RV Centre and shall ensure payment is made prior to the collection of the Camper Trailer irrespective of whether the insurance claim is successful.
- 2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 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 Guardian Campers and RV Centre shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by Guardian Campers and RV Centre 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 Guardian Campers and RV Centre 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 wilful misconduct of Guardian Campers and RV Centre; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

4. Price and Payment

- 4.1 At Guardian Campers and RV Centre sole discretion, the Price shall be either:
- (a) as indicated on invoices provided by Guardian Campers and RV Centre to the Customer in respect of the Goods or Services supplied; or
 - (b) the Price as at the date of Delivery of the Goods or Services according to Guardian Campers and RV Centre current price list; or
 - (c) Guardian Campers and RV Centre estimated Price (subject to clause 5) which shall not be deemed binding upon Guardian Campers and RV Centre as the actual Price can only be determined upon completion of the Services. Guardian Campers and RV Centre undertakes to keep the Customer informed should the actual Price look likely to exceed the original estimate.
 - (d) Guardian Campers and RV Centre quoted Price (subject to clause 5) which shall be binding upon Guardian Campers and RV Centre provided that the Customer shall accept Guardian Campers and RV Centre quotation in writing within thirty (30) days of issue. Where the Guardian Campers and RV Centre quoted Price has been given to the customer during a sale event then the Customer shall accept Guardian Campers and RV Centre quotation prior to the expiration of the sale event.
- 4.2 At Guardian Campers and RV Centre sole discretion, a refundable deposit is required, the amount or percentage of which will be stipulated at the time of the Customer's Camper Trailer order and shall become immediately due and payable.

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- 4.3 Where Guardian Campers and RV Centre is requested to store the Customer's Camper Trailer, or when the Camper Trailer is not collected within twenty-four (24) hours of advice to the Customer that they are ready for collection, then Guardian Campers and RV Centre (at its sole discretion) may charge a reasonable fee for storage.
- 4.4 At Guardian Campers and RV Centre sole discretion:
(a) payment shall be due on completion of the Services prior to the Camper Trailer being collected.
- 4.5 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 Guardian Campers and RV Centre nor to withhold payment of any invoice because part of that invoice is in dispute.
- 4.6 Payment will be made by cash, or by bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction) of the Price), or by any other method as agreed to between the Customer and Guardian Campers and RV Centre.
- 4.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Guardian Campers and RV Centre an amount equal to any GST Guardian Campers and RV Centre must pay for any supply by Guardian Campers and RV Centre under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off any other 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.
- 5. Additional Charges**
- 5.1 Guardian Campers and RV Centre reserves the right to change the Price:
(a) if a variation to the Services which are to be provided is requested; or
(b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, further faults which are found upon disassembly and/or further inspection, additional labour required when installing Customer supplied materials etc) which are only discovered upon commencement of the Services; or
(c) in the event of increases to Guardian Campers and RV Centre in the cost of labour or Goods, or fluctuations in currency exchange rates, which are beyond Guardian Campers and RV Centre control.
- 5.2 All tow and/or salvage fees will be charged to the Customer and will be added to the Price.
- 5.3 If Guardian Campers and RV Centre has been requested by the Customer to diagnose a fault that requires disassembly and/or testing, all costs involved will be charged to the Customer irrespective of whether or not the repair goes ahead.
- 5.4 The Customer acknowledges and agrees that Guardian Campers and RV Centre shall be entitled to:
(a) retain any components replaced during the provision of the Services; and
(b) the right to retain all proceeds obtained from the sale of such components to any auto recycler or salvage yard.
- 6. Delivery**
- 6.1 At Guardian Campers and RV Centre sole discretion delivery of the Camper Trailer shall take place at Guardian Campers and RV Centre Dealership or Authorised Guardian Campers and RV Centre Selling Agent trading address.
- 6.2 Where Guardian Campers and RV Centre is to provide any Services at the Customer's nominated address then the Customer shall be liable for all costs incurred by Guardian Campers and RV Centre from the time they depart from, and until they return to, their normal place of work (including, but not limited to, mileage and time calculated at Guardian Campers and RV Centre standard rates and any Goods purchased for the Services).
- 6.3 The Customer acknowledges and accepts that a **Call Out fee** will apply for the delivery of any Goods and/or Services more than thirty kilometres (30kms) from the depot unless otherwise agreed by Guardian Campers and RV Centre.
- 6.4 Any time specified by Guardian Campers and RV Centre for delivery of the Goods is an estimate only and Guardian Campers and RV Centre will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that Guardian Campers and RV Centre is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Guardian Campers and RV Centre shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 6.5 The Customer shall ensure that Guardian Campers and RV Centre has clear and free access at all times to enable them to undertake the Services and/or deliver the Goods. Guardian Campers and RV Centre 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 Guardian Campers and RV Centre.
- 7. Risk**
- 7.1 Risk of damage to or loss of the Camper Trailer and accessories passes to the Customer on Delivery and the Customer must insure the Camper Trailer and accessories on or before Delivery.
- 7.2 If the camper trailer is damaged or destroyed prior to delivery to the Customer, Guardian Campers and RV Centre is entitled to receive all insurance proceeds payable for the Camper Trailer. The production of these terms and conditions by Guardian Campers and RV Centre is sufficient evidence of Guardian Campers and RV Centre rights to receive the insurance proceeds without the need for any person dealing with Guardian Campers and RV Centre to make further enquiries.
- 7.3 The Customer acknowledges and agree that where Guardian Campers and RV Centre has performed temporary repairs on the camper trailer that:
(a) Guardian Campers and RV Centre offers no guarantee against the reoccurrence of the initial fault, or any further damage caused; and
(b) Guardian Campers and RV Centre will immediately advise the Customer of the fault and shall provide the Customer with an estimate for the full repair of the camper trailer.
- 7.4 Guardian Campers and RV Centre will accept no responsibility for valuables or other items left in the Customer's Camper Trailer. It is the Customer's responsibility to remove any valuables from the Customer's Camper Trailer prior to servicing/repair.
- 7.5 The Customer acknowledges that Guardian Campers and RV Centre is only responsible for Goods that are replaced by Guardian Campers and RV Centre, and that in the event that other components subsequently fail, the Customer agrees to indemnify Guardian Campers and RV

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- Centre against any loss or damage to the Goods or the Customer's camper trailer, or caused by the components, or any part thereof howsoever arising.
- 8.6 Guardian Campers and RV Centre shall not be liable for the loss of or damage to the Customer's camper trailer, its accessories or contents while being repaired or operated in connection with the authorised Services (including in the event of a call-out: it shall be the Customer's responsibility to remain with the camper trailer to ensure security of the same), unless caused by the negligence of Guardian Campers and RV Centre, or Guardian Campers and RV Centre employees.
- 8.7 It is the Customer's responsibility to ensure that the Customer's camper trailer is insured against all possible damage (including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks) whilst stored at Guardian Campers and RV Centre premises. The camper trailer is at all times stored and repaired at the Customer's sole risk.
- 8. Title**
- 8.1 Guardian Campers and RV Centre and the Customer agree that ownership of the Camper Trailer shall not pass until:
- (a) the Customer has paid Guardian Campers and RV Centre all amounts owing to Guardian Campers and RV Centre; and
 - (b) the Customer has met all of its other obligations to Guardian Campers and RV Centre.
- 8.2 Receipt by Guardian Campers and RV Centre 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.
- 8.3 It is further agreed that:
- (c) until ownership of the Camper Trailer passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Camper Trailer and will not remove the camper trailer from Guardian Campers and RV Centre.
 - (d) the Customer shall not charge or grant an encumbrance over the Camper Trailer nor grant nor otherwise give away any interest in the Camper Trailer while they remain the property of Guardian Campers and RV Centre.
- 9. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 9.1 The Customer must inspect the Camper Trailer on delivery and must within twenty four (24) hours of delivery notify Guardian Campers and RV Centre 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 Camper Trailer as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Customer must allow Guardian Campers and RV Centre to inspect the Camper Trailer.
- 9.2 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**).
- 9.3 Guardian Campers and RV Centre acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 9.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Guardian Campers and RV Centre makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Camper Trailer. Guardian Campers and RV Centre liability in respect of these warranties is limited to the fullest extent permitted by law.
- 9.5 If the Customer is a consumer within the meaning of the CCA, Guardian Campers and RV Centre liability is limited to the extent permitted by section 64A of Schedule 2.
- 9.6 If Guardian Campers and RV Centre is required to replace the Camper Trailer under this clause or the CCA, but is unable to do so, Guardian Campers and RV Centre may refund any money the Customer has paid for the Camper Trailer.
- 9.7 If the Customer is not a consumer within the meaning of the CCA, Guardian Campers and RV Centre liability for any defect or damage in the Camper Trailer is:
- (a) limited to the value of any express warranty or warranty documentation provided to the Customer by Guardian Campers and RV Centre at Guardian Campers and RV Centre sole discretion.
 - (b) limited to any warranty to which Guardian Campers and RV Centre is entitled if Guardian Campers and RV Centre did not manufacture the Goods.
 - (c) otherwise negated absolutely.
- 9.8 Subject to this clause 9, returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 9.1; and
 - (b) Guardian Campers and RV Centre has agreed that the Camper Trailer is defective; and
 - (c) the Camper Trailer is returned within a reasonable time at the Customer's cost (if that cost is not significant); and
 - (d) the Camper Trailer is returned in as close a condition to that in which they were delivered as is possible.
- 9.9 Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, Guardian Campers and RV Centre 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 the Camper Trailer;
 - (b) the Customer using the Camper Trailer for any purpose other than that for which they were designed;
 - (c) the Customer continuing the use the Camper Trailer 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 Guardian Campers and RV Centre;
 - (e) fair wear and tear, any accident, or act of God.
- 9.10 Guardian Campers and RV Centre may in its absolute discretion accept non-defective Camper Trailer for return in which case Guardian Campers and RV Centre may require the Customer to pay handling fees of up to twenty percent (20%) of the invoiced value of the returned Camper Trailer plus any freight costs.
- 9.11 Notwithstanding anything contained in this clause if Guardian Campers and RV Centre is required by a law to accept a return then Guardian Campers and RV Centre will only accept a return on the conditions imposed by that law.

10. Intellectual Property

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- 10.1 Where Guardian Campers and RV Centre has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Guardian Campers and RV Centre. Under no circumstances may such designs, drawings and documents be used without the express written approval of Guardian Campers and RV Centre.
- 10.2 The Customer warrants that all designs, specifications or instructions given to Guardian Campers and RV Centre will not cause Guardian Campers and RV Centre to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Guardian Campers and RV Centre against any action taken by a third party against Guardian Campers and RV Centre in respect of any such infringement.
- 10.3 The Customer agrees that Guardian Campers and RV Centre may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Guardian Campers and RV Centre has created for the Customer.

11. Default and Consequences of Default

- 11.1 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 Guardian Campers and RV Centre sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 11.2 If the Customer owes Guardian Campers and RV Centre any money the Customer shall indemnify Guardian Campers and RV Centre from and against all costs and disbursements incurred by Guardian Campers and RV Centre in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Guardian Campers and RV Centre contract default fee, and bank dishonour fees).
- 11.3 Further to any other rights or remedies Guardian Campers and RV Centre may have under this Contract, if a Customer has made payment to Guardian Campers and RV Centre, 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 Guardian Campers and RV Centre under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 11.4 Without prejudice to Guardian Campers and RV Centre other remedies at law Guardian Campers and RV Centre shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Guardian Campers and RV Centre shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Guardian Campers and RV Centre becomes overdue, or in Guardian Campers and RV Centre opinion the Customer will be unable to make a payment when it falls due;
 - (b) 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
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

12. Cancellation

- 12.1 Without prejudice to any other remedies Guardian Campers and RV Centre may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Guardian Campers and RV Centre may suspend or terminate the supply of the Camper Trailer to the Customer. Guardian Campers and RV Centre will not be liable to the Customer for any loss or damage the Customer suffers because Guardian Campers and RV Centre has exercised its rights under this clause.
- 12.2 Guardian Campers and RV Centre may cancel any contract to which these terms and conditions apply or cancel delivery of the Camper Trailer at any time before the Camper Trailer is delivered by giving written notice to the Customer. On giving such notice Guardian Campers and RV Centre shall repay to the Customer any sums paid in respect of the Price. Guardian Campers and RV Centre shall not be liable for any loss or damage howsoever arising from such cancellation.
- 12.3 In the event that the Customer cancels the delivery of the Camper Trailer the Customer shall be liable for any loss incurred by Guardian Campers and RV Centre (including, but not limited to, any loss of profits) up to the time of cancellation.
- 12.4 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

13. Privacy Policy

- 13.1 All emails, documents, images or other recorded information held or used by Guardian Campers and RV Centre is Personal Information, as defined and referred to in clause 13.3, and therefore considered Confidential Information. Guardian Campers and RV Centre 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 IIIC 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"). Guardian Campers and RV Centre acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by Guardian Campers and RV Centre that may result in serious harm to the Customer, Guardian Campers and RV Centre will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 13.2 Notwithstanding clause 13.1, privacy limitations will extend to Guardian Campers and RV Centre in respect of Cookies where transactions for purchases/orders transpire directly from Guardian Campers and RV Centre website. Guardian Campers and RV Centre 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 Customer's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Guardian Campers and RV Centre when Guardian Campers and RV Centre sends an email to the Customer, so Guardian Campers and RV Centre may collect and review that information ("collectively Personal Information")

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In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Guardian Campers and RV Centre website.

- 13.3 The Customer shall have the right to request (by e-mail) from Guardian Campers and RV Centre:
- (a) a copy of the Personal Information about the Customer retained by Guardian Campers and RV Centre and the right to request that Guardian Campers and RV Centre correct any incorrect Personal Information; and
 - (b) that Guardian Campers and RV Centre does not disclose any Personal Information about the Customer for the purpose of direct marketing.
- 13.4 Guardian Campers and RV Centre will destroy 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 Contract or is required to be maintained and/or stored in accordance with the law.
- 13.5 The Customer can make a privacy complaint by contacting Guardian Campers and RV Centre via e-mail. Guardian Campers and RV Centre 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.

14. Unpaid Seller's Rights

- 14.1 Where the Customer has left any item with Guardian Campers and RV Centre for repair, modification, exchange or for Guardian Campers and RV Centre to perform any other service in relation to the item and Guardian Campers and RV Centre has not received or been tendered the whole of any monies owing to it by the Customer, Guardian Campers and RV Centre shall have, until all monies owing to Guardian Campers and RV Centre are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 14.2 The lien of Guardian Campers and RV Centre shall continue despite the commencement of proceedings, or judgment for any monies owing to Guardian Campers and RV Centre having been obtained against the Customer.

15. Service of Notices

- 15.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) 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;
 - (e) if sent by email to the other party's last known email address.
- 15.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

16. Trusts

- 16.1 If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Guardian Campers and RV Centre may have notice of the Trust, the Customer covenants with Guardian Campers and RV Centre as follows:
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
 - (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 Guardian Campers and RV Centre (Guardian Campers and RV Centre will not unreasonably withhold consent), cause, permit, or suffer to happen 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.

17. Dispute Resolution

- 17.1 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 at least once, to 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:
- (d) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (e) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

18. General

- 18.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

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- 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which Guardian Campers and RV Centre has its principal place of business, and are subject to the jurisdiction of the Rockhampton Courts or Townsville Courts in Queensland.
- 18.3 Subject to clause 9, Guardian Campers and RV Centre 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 Guardian Campers and RV Centre of these terms and conditions (alternatively Guardian Campers and RV Centre liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 18.4 Guardian Campers and RV Centre may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
- 18.5 The Customer cannot licence or assign without the written approval of Guardian Campers and RV Centre.
- 18.6 Guardian Campers and RV Centre 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 Guardian Campers and RV Centre sub-contractors without the authority of Guardian Campers and RV Centre.
- 18.7 The Customer agrees that Guardian Campers and RV Centre may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to 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 Guardian Campers and RV Centre to provide Goods to the Customer.
- 18.8 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.
- 18.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.