



**Liquid Knowledge Group**  
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**Managed IT Schedule**

**Customer Details ('you' or 'customer')**

Customer Name (Full name of legal entity)  
 Trading Name (If applicable)  
 ACN/ABN  
 Street Address (your premises)

Contact Tel (B/H) Tel (A/H)

**Guarantor ('guarantor')**

Name Date of Birth  
 Trading Name (If applicable)  
 ACN/ABN  
 Street Address (your premises)

Contact Tel (B/H) Tel (A/H)

**Service schedule** (added service schedule page) Yes / No

This service comprises

**Equipment Schedule** (added equipment schedule page) Yes / No

Item Description Serial No. Qty

**Terms**

Agreed term (min) Commencement date  
 Monthly fees Payment date

**Payment Details**

Refer to Direct Debit Providers Terms and Conditions for updated fees and charges [www.ezypay.com.au](http://www.ezypay.com.au)

- Direct Debit (If ticked, Direct Debit Form must be completed)
- Credit Card (Visa or MasterCard payments will incur a processing fee)

**Signed as an agreement by LKG**

(we have received no revocation of our authority to sign this agreement)

Authorised LKG Representative/Title Signature Date  
 Witness (print name) Signature Date

**Signed as an agreement by the customer**

(we have received no revocation of our authority to sign this agreement)

Authorised customers representative/Title Signature Date  
 Witness (print name) Signature Date

**The guarantee in CLAUSE 27 is executed by the guarantor as a deed**

Individual/Director (print name) Signature Date  
 Witness/Director/Secretary (print name) Signature Date

## Managed IT & Rental Agreement Terms and Conditions

Liquid Knowledge Group (LKG) Pty Limited ABN: 89 619 303 043, hereinafter referred to as "LKG", "We" or "Us" reserves the right to change these Terms and Conditions (with the exception of our Privacy Policy) at any time.

### 1. SERVICES

- a) We agree to supply to you, and you agree to acquire from us, the services described in the Schedule, together with any other services that we may agree to provide to you in writing from time to time (together, the 'Services').
- b) The way in which we deliver the Services will be determined by us in our absolute discretion. For example, the Services may be delivered remotely, by telephone, by onsite attendance or by any combination of these methods (as the situation may require).
- c) We will provide the Services with reasonable care and in a timely fashion.
- d) You:
  - i) must not alter, tamper, reverse engineer, repair or attempt to repair the Services or cause, or allow, a third party to do any of these acts;
  - ii) must not allow or permit any other person to provide the Services;
  - iii) are solely responsible for selecting, supplying and maintaining your own facilities and equipment that are used together with or in conjunction with the Equipment;
  - iv) will make available, promptly and free of charge, all of the information, facilities and services that are reasonably required to enable us to provide the Services or for the purpose of conducting testing and diagnostic operations; and
  - v) will provide us with reasonable access to your Premises to give effect to the provisions of this Agreement.

### 2. EQUIPMENT

- a) For the purposes of this Agreement, the 'Equipment' includes all hardware and software listed in the Schedule together with all components, parts and material which is ancillary to such Equipment.
- b) If we provide you with any Equipment, you acknowledge and agree that:
  - i) we are the owner of the Equipment;
  - ii) we retain title to the Equipment;
  - iii) you accept the Equipment, and only have the right to possess the Equipment, as a bailee;
  - iv) you may only use the Equipment in accordance with this Agreement;
  - v) you are solely responsible for the content and security of any data or information which you send or receive using the Equipment;
  - vi) you are solely responsible for any use of the Equipment, or any facility connected to the Equipment on your Premises, by you or any third party (whether authorised or not); and
  - vii) you must:
    - 1) protect our ownership of the Equipment;
    - 2) not sell, hire or part with possession of the Equipment, or attempt to do any of those things;
    - 3) not otherwise deal with the Equipment in any way that would be contrary to this Agreement or adverse to our rights in the Equipment;
    - 4) unless you exercise the End of Term Option in clause 16, return to us all of the Equipment upon the termination of this Agreement;
    - 5) follow our reasonable directions in respect of the Equipment at all times;
    - 6) provide all reasonable assistance requested by us for the purpose of fixing issues arising in connection with the Equipment;
    - 7) ensure that all replacement parts remain free and clear of any third party interests; and
    - 8) install, store and use the Equipment, and ensure that the Equipment is maintained, in accordance with the original equipment manufacturer's instructions, recommendations and guidelines.

### 3. ACCEPTANCE OF THE EQUIPMENT

- a) Upon delivery of the Equipment, you must inspect the Equipment and satisfy yourself that it is in good operating order and condition.
- b) You acknowledge that the Equipment will be new or refurbished.
- c) Unless you reject the Equipment, you will be deemed to have accepted the Equipment 'as is, where is.'
- d) You may only reject part or all of the Equipment if:
  - i) it is faulty or the Equipment provided does not accord with the description of the Equipment in the Schedule; and
  - ii) you return the Equipment that is not accepted to us within three days of its delivery, together with written reasons as to why the relevant Equipment is not accepted.
- e) Upon receipt of such a notice we may, in our absolute discretion:
  - i) replace the rejected Equipment;
  - ii) amend the Schedule so that this Agreement is only in respect of the Equipment you accepted;
  - iii) terminate this Agreement immediately (by giving you notice in writing) without any liability whatsoever to you; or
  - iv) return the Equipment to you on the basis that it is neither faulty or incorrectly supplied.
- f) If we elect to terminate this Agreement pursuant to clause 3c), you must immediately return to us any part of the Equipment which has been accepted by you.
- g) If:
  - i) you return the Equipment to us for any reason; or
  - ii) we return the Equipment to you under clause 3e) iv),
 then, you acknowledge and agree that you will be responsible for, and you will indemnify us against, any and all costs associated with the delivery or redelivery of the Equipment to or from us (as the case may be), including freight, insurance and all other applicable charges.

### 4. USE AND MAINTENANCE OF EQUIPMENT

- a) At all times, you must only use the Equipment in compliance with:
  - i) the original equipment manufacturer's instructions, recommendations and recommendations; and
  - ii) applicable laws.
- b) We will:
  - i) subject to your compliance with clauses 2 and 4a), use reasonable endeavours to maintain the Equipment so that it performs in accordance with the original equipment manufacturer's guidelines;
  - ii) in respect of Equipment in your control or possession, replace the Equipment and any parts in the Equipment which may, from time to time, become damaged beyond repair or permanently rendered unfit for use by damage or obsolescence, but only to the extent that a original equipment manufacturer warranty or other third party warranty responds to such damage or obsolescence. In all other circumstances, other than where we have control and possession of the Equipment, the risk in respect of the Equipment resides solely with you; and
  - iii) in respect of Equipment in our control or possession, replace the Equipment and any parts in the Equipment which may, from time to time, become damaged beyond repair or permanently rendered unfit for use by damage or obsolescence, except to the extent that such damage was caused or contributed to by you.
- c) All replacement parts will be our property.
- d) You, or a third party engaged by you, must not maintain, repair or service the Equipment or attempt to do any of those things unless authorised by us in writing.

### 5. LOCATION AND INSPECTION

- a) Any Equipment, other than portable Equipment, must not be removed from your Premises (defined in the Schedule) without our prior written consent.
- b) You irrevocably grant us and/or our agents the right (and you will use your best endeavours to ensure that others grant us and/or our agents the right) to, upon us giving you reasonable notice
  - i) enter your Premises with our agents and representatives (as applicable);
  - ii) inspect the state of maintenance and repair of the Equipment;
  - iii) carry out such tests on the Equipment as we consider necessary;
  - iv) observe the use of the Equipment;
  - v) inspect any maintenance records in respect of the Equipment; and
  - vi) do any act, matter of thing which may be required to be done to give effect to the terms of this Agreement and to protect our rights in the Equipment.

### 6. DISCLAIMER

- a) We will use reasonable endeavours to procure the benefit of any warranty provided by the original equipment manufacturer of the Equipment if it is found to be defective or deficient.
- b) You must rely on your own judgment as to:
  - i) the quality, safety, description and condition of the Equipment, and its fitness and suitability for the purpose to which it will be put; and
  - ii) the suitability of the Services for your needs.
- c) To the maximum extent permitted by law, we provide no warranties or representations in relation to the Equipment or any Services provided by us under this Agreement, other than as expressly set out in this Agreement.
- d) For any liability which cannot lawfully be excluded, but can be limited, our liability is limited to our choice of:
  - i) re-supplying, or paying the costs of re-supplying, the Services; and
  - ii) repairing, replacing, or paying the costs of repairing or replacing, the Equipment.
- e) We exclude any and all liability for any special, incidental, indirect or consequential losses suffered by you or a third party, including (but not limited to) loss of income, loss of profits, loss of reputation and any loss incurred as a consequence of business interruption.
- f) We provide no warranty or guarantee in respect of the functionality of the Equipment.

### 7. CORRECTION OF ERRORS

- a) You authorise us to complete any blanks or to correct any manifest errors in this Agreement (including inserting serial numbers, model numbers, the Start Date, Payment Date and Contract Number).

### 8. PAYMENTS

- a) You must pay us the Monthly Fees shown in the Schedule each month during the Agreed Term (as defined in the Schedule). Monthly Fees do not include any taxes. We will invoice you for GST (and any other tax incurred by us in the supply of goods and services to you) in addition to the amount of the Monthly Fees.
- b) The Monthly Fees must be paid monthly, in advance, on, or before, the Payment Date specified in the Schedule.
- c) If the Payment Date falls on a day which is a Saturday, a Sunday, a public holiday or bank holiday in New South Wales (a 'business day'), then payment is due on the next business day.
- d) Unless we otherwise agree in writing, all payments must be made by direct deposit from your bank account, by credit card or by direct debit from your bank account to our nominated bank account as specified in the Schedule (the method of payment may be amended by agreement in writing between you and us from time to time). If you elect to pay us by direct debit or by credit card, we will debit the Monthly Fees on each relevant Payment Date. Payments made by credit card may attract a surcharge for which you are liable.
- e) All payments, once credited to our account, are not refundable for any reason. However, we will set off any overpayment against future amounts owing to us and we will give you notice in writing of the amount of the next scheduled payment.
- f) If there is any change to the amount of GST or other taxes or charges payable under this Agreement, or if any other taxes or charges become payable in respect of this Agreement, you agree that we may adjust the Monthly Fees so that we receive the Monthly Fees net of any such taxes or charges, provided that we give you notice of that adjustment.
- g) You must pay all amounts due under this Agreement in full and without any set-off, deduction or counterclaim. The obligation to pay continues if the Equipment is lost, stolen, damaged or destroyed, if it is defective or if you can no longer use it.

Please initial for acceptance

Initials

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#### 9. ADDITIONAL FEES

- a) We reserve the right to charge additional fees for services we provide that are not the Services.  
 b) Fees will be charged at our standard hourly rates applicable from time to time.

#### 10. LATE PAYMENTS

- a) If any amount which is due and payable by you under this Agreement is not paid in full when due, you are in default and we are entitled to:
- recover possession of the Equipment;
  - stop providing you the Services without notice; and
  - charge you default rate interest on and from the date on which the funds become due to and until you repay the overdue amount in full at the rate of 12% per annum, compounding monthly.
- b) You agree to reimburse us in full for any and all fees, charges and expenses that we incur because of your failure to pay amounts owing to us in full when due.
- c) All overdue amounts and default rate interest are payable on demand and may be debited from your nominated bank account or credit card at any time without further notice to you.

#### 11. DEFAULT

- a) You will be considered to be in default and to have repudiated this Agreement if you:
- do not pay any Monthly Fees or any other amounts due in accordance with this Agreement;
  - fail to insure the Equipment if you are required to do so under clause 21;
  - suffer a material adverse change in respect of your financial position or if you cease to carry on your business;
  - become insolvent, bankrupt or become subject to any arrangement or composition, or as a company or business you enter administration, receivership, liquidation or external administration;
  - do not comply with your obligations in respect of the Services or the Equipment;
  - sell, dispose of or encumber the Equipment or attempt to do any of those things; or
  - violate this Agreement and the breach is incapable of remedy.

#### 12. TERMINATION

- This Agreement will terminate upon the earlier of:
- the expiry of the Agreed Term if we have received a notice to terminate as detailed in 16. End of Term Options;
  - the occurrence of any of the following events:
    - we issue you a notice specifying that an event of default, as defined in clause 11a), has occurred; or
    - we issue you a notice specifying a breach of this agreement and you fail to remedy the breach within the time specified in the notice; and
    - termination by us to you by giving not less than 14 days prior written notice.

#### 13. CONSEQUENCES OF TERMINATION

- a) If this Agreement is terminated:
- under clauses 12a) or b), you must immediately pay us an amount equal to:
    - the total unpaid Monthly Fees accrued up to the date of termination; plus
    - the full value of the balance of the Monthly Fees that would have been payable during the balance of the Agreed Term (if applicable) as determined by us (acting reasonably) (all Monthly Service Charges multiplied by the number of months remaining in the Initial Term or Renewal Term); plus
    - the sum of any default rate interest payable under clause 10 and all other amounts payable under this Agreement as at the date of termination; and
  - under clause 12, you must immediately return the Equipment to us in accordance with clause 14 (if you have not previously done so).
- b) If you fail to comply with clause 13a) ii), you must pay to us on demand an amount equal to the present value of the estimated fair market retail value of the Equipment as at the end of the Agreed Term, as ascertained by us.
- c) You acknowledge and agree that all of the amounts which are payable to us under this clause 13 are payable as a fair assessment of the loss we suffer (and not as a penalty).
- d) If the payment of any amount which is payable to us under this clause 13 is held to be unenforceable, then that payment will be unenforceable only to the extent of the unenforceable portion of the relevant amount. Your obligation to make the balance of the payments will remain unaffected.
- e) Termination Charges: Notwithstanding any other provisions in the Agreement, if a Service is terminated, Customer must pay (i) all unpaid Initial Charges, Monthly Service Charges and Other Charges incurred up to and including the date of termination, (ii) all Monthly Service Charges multiplied by the number of months remaining in the Initial Term or Renewal Term, and (iii) any taxes payable by Customer.

#### 14. RETURN OF EQUIPMENT

- a) On the expiry of the Agreed Term or early termination of this Agreement (unless we agree to extend this Agreement), you must decommission and deliver the Equipment in accordance with the original equipment manufacturers instructions, recommendations and guidelines, at your expense, to a place in Australia that we nominate, together with all software specified in the Schedule and all CDs, DVDs, accessories and manuals that we provided to you during the Agreed Term.
- b) It is your responsibility to remove any:
- software that is not specified in the Schedule; and
  - personal data, that is stored on, or in, the Equipment before you return it.
- c) We reject all liability whatsoever for any consequences (including but not limited to loss of data and loss of profits) arising from your failure to remove the information specified in clause 14b).
- d) If any part or all of the Equipment is returned to us and is damaged beyond fair wear and tear, you agree to pay to us an amount equal to the difference between:
- the fair market retail value of the Equipment in the condition it was actually returned; and
  - the fair market retail value of the Equipment in the condition it should have been returned under this Agreement.
- e) If we are required to remove any personal data and software from the Equipment after it has been returned to us, you agree to pay the costs of such removal which will be calculated on the basis of the time spend on the task and our standard hourly rates to carry out such task.

#### 15. REPOSSESSION OF EQUIPMENT

- a) If you fail to pay any Monthly Fees or if you fail to return the Equipment when you are required to do so under this Agreement, then in addition to our other rights at law, you grant us and/or our agents the right to enter (without notice) any premises where we believe (acting reasonably) the Equipment is located and to remove the Equipment from these premises.  
 b) You indemnify us from and against all costs, claims, demands or actions by you and/or any third party which arise from us and/or our agents acting in accordance with this clause.

#### 16. END OF TERM OPTIONS

- a) At any time during the last six months of the Agreed Term (but not later than 30 days before the end of the Agreed Term), you may give us notice that, at the end of the Agreed Term you wish to:
- negotiate the terms of an extension of this Agreement; or
  - make us an offer to purchase the Equipment at a price you see fit (which we are free to accept or reject in our absolute discretion) before the end of the Agreed Term. GST will apply to any purchase of the Equipment by you.
  - terminate this agreement at the end of the agreed term.
- b) If:
- you do not give us notice under clause 16a);
  - the terms of an extension of this Agreement are not agreed by the end of the Agreed Term; or
  - we do not accept an offer made by you to purchase the Equipment before the end of the Agreed Term, then we may extend this Agreement for a term determined by us, but no longer than the initial term of the agreement by giving you written notice. Any contract extended under this clause 16b) will be on then current terms and conditions. You may terminate the extended contract according to the terms of the original agreement which would be applied to this renewal term.
- c) Notwithstanding anything contained in this Agreement, you have no right or obligation to purchase the Equipment unless we agree to sell you the Equipment.

#### 17. COSTS, INDEMNITIES AND COMMISSIONS

- a) You must pay or reimburse us for:
- all taxes (including GST) and duties payable in connection with this Agreement; and
  - any expenses we reasonably incur in enforcing this Agreement or incur because you have repudiated, terminated or breached this Agreement, including, without limitation, any legal costs and expenses, financing break costs, costs incurred in repossessing or attempting to repossess the Equipment and costs incurred in storing and disposing of the Equipment.
- b) You indemnify us for:
- any and all liability for any injury, or death, to any person or damage to any property arising directly or indirectly from our access in your Premises, your possession and use of the Equipment and your use of the Services; and
  - any claim for patent, trademark or copyright infringement, for strict liability or for any other reason being made against us in connection with the Equipment, the operation of the Equipment or the Services.
- c) You agree that we may pay commissions or fees to any broker, agent, dealer or other person who introduces you to us, or us to you.

#### 18. PRIVACY

- a) In this clause, this Agreement contains words which are defined and used in Australian privacy laws (which, for the purpose of this Agreement, comprise the Privacy Act 1988 (Cth) and all other Australian laws, principles, industry codes, and policies relating to the collection of, use of, disclosure of, storage of, or access rights to personal information). When used in this clause 18, words which have a defined meaning in Australian privacy laws have the same meaning as that given to them in those laws and 'you' includes any and all of your guarantors (if applicable).
- b) Each party must:
- comply with all Australian privacy laws in respect of personal information which is collected, used or disclosed under this Agreement, whether or not the relevant party is bound to comply with Australian privacy laws;
  - use personal information only for the purpose of performing its obligations under this Agreement;
  - not do anything, or omit to do anything, with personal information that will cause the other party to be in breach of any Australian privacy laws; and
  - take all reasonable steps to ensure that the personal information is protected against any misuse, loss, unauthorised access, modification or disclosure.
- c) Without limiting or otherwise affecting the foregoing you agree that we may:
- give certain information about you to our related bodies corporate and/or third parties (including but not limited to, credit reporting agencies, credit providers, collecting agencies or legal advisers; some of which might be in foreign countries) in order to obtain a credit report about, to otherwise assess your creditworthiness or to recover amounts which you owe us under this Agreement; and
  - in assessing whether to approve your credit application or to accept your guarantor as a guarantor, seek and obtain personal information (including credit worthiness, history, standing or capacity) about you from third parties (including but not limited to credit reporting agencies or other credit providers) and conduct searches of the Personal Property Securities Register.
- d) You acknowledge and agree that if you do not provide to us the personal information that we require, your credit application may be declined.

#### 19. NOTICES

- a) You must tell us if you change your bank account or credit card details, your business, postal or email address, or if you think there is any information that we should be aware of about your ability to comply with the provisions of this Agreement.
- b) All notices must be in writing and sent to the relevant addresses or fax numbers specified in the Schedule or as otherwise modified from time to time. Notices must not be sent by email.
- c) A certificate signed by one of our authorised officers in relation to this Agreement is, in the absence of any manifest error, conclusive evidence again you of the matters certified.

#### 20. LOSS OR DAMAGE

- a) You assume and bear the risk of loss or damage to the Equipment. If the Equipment is lost or damaged you agree to replace or repair the Equipment at your cost, and to continue to pay the Monthly Fees in accordance with clause 8.
- b) You agree to indemnify us for any loss or damage to the Equipment.

Please initial for acceptance

Initials

**21.INSURANCE**

- a) During the Agreed Term you must arrange and at all times keep the Equipment insured for its full replacement value under an insurance policy that is acceptable to us against loss and other risks for which insurance is ordinarily held (**“policy”**).
- b) You must ensure that we are named as an additional insured party and loss payee under the policy.
- c) You must provide us with evidence satisfactory to us that the Equipment is insured under the policy if we ask for it.
- d) You must not do, or fail to do, anything which would allow the insurer of the policy to refuse or reduce a claim; nor can you enforce, conduct, settle or compromise any claim under the policy without our consent.
- e) We are entitled to receive any amounts paid pursuant to the policy by an insurer. If you receive any such payments, you agree that you hold them on trust for us.

**22.PPSA**

- a) Despite anything to the contrary:
  - i) the provisions of the Personal Property Securities Act 2009 (Cth) (**“PPSA”**) apply to this Agreement; and
  - ii) when used in this Agreement, words which have a defined meaning in the PPSA have the same meaning as that given to them in the PPSA.
- b) You acknowledge and agree that:
  - i) this Agreement is a security agreement;
  - ii) under this Agreement, you grant us a security interest for the purposes of the PPSA;
  - iii) our security interest relates to:
    - 1) all of the Equipment which we provide to you from time to time under this Agreement; and
    - 2) all proceeds of any kind;
    - iv) our security interest attaches to the Equipment as soon as you obtain possession of the Equipment and not at any later time;
    - v) our security interest is a continuing and subsisting interest regardless of whether there are amounts or obligations owing by you to us at any given time;
    - vi) our security interest is registrable on the Personal Property Securities Register;
    - vii) you consent to us effecting registrations on the Personal Property Securities Register (in any manner we consider appropriate) in relation to our security interest;
    - viii) you must do everything that is reasonably required by us (including signing documents and providing information) in order for us to:
      - 1) register our security interest with the level of priority that we require;
      - 2) maintain the registration of our security interest; and
      - 3) correct any defect in any financing statement;
    - ix) you will notify us, promptly and in writing, if you change any of your name, address for service or contact details or if there are any changes to data that is required or needed by us to register or amend a financing statement;
    - x) you waive your rights to receive any notice under the PPSA (including a notice under section 157 of the PPSA) except where the requirement to give notice cannot be legally excluded;
    - xi) unless we give you our prior written consent, you will not grant any charge, lien or security interest over the Equipment that would have a higher level of priority than our security interest; and
    - xii) if Chapter 4 of the PPSA would otherwise apply to the enforcement of the Security Interest, then:
      - 1) to the extent that section 115(1) of the PPSA allows this, sections 95, 96, 117, 118, 121(4), 125, 130, 132(3)(d), 132(4), 142, and 143 of the PPSA will not apply to the enforcement of our security interest; and
      - 2) to the extent that section 115(7) of the PPSA allows this, sections 127, 129(2), 129(3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137 will not apply to the enforcement of our security interest.
  - c) you grant us and/or our agents an irrevocable right and licence to enter any of your Premises or property without notice (and without being in any way liable to you or any third party) if we have a cause to exercise any of our rights under the PPSA. You agree to indemnify us against any liability incurred by us and/or our agents as a result of acting in accordance with this clause.

**23.DEBITING YOUR ACCOUNT**

- a) If at any time you select the option to pay amounts owed to us by direct debit you will be deemed to make a Direct Debit Request (**“DDR”**) in which case you:
  - i) authorise us to debit funds from your nominated account in accordance with this clause 23; or
  - ii) will enter into a separate direct debit arrangement with a service provider nominated by us, in which case the terms of that arrangement will apply and clauses 23 to 26 will not apply, as set out in the Schedule.
- b) We will only arrange for funds to be debited from your nominated account on the Payment Date.
- c) If a payment falls due on a day which is not a business day, then that payment will be debited from your nominated account on the next business day.
- d) Any enquiry relating to DDR should be directed to us.
- e) Your records and account details will be kept confidential by us, except to the extent that such information is required to be disclosed by law or as required by our financial institution in the event of a claim or in the case of an alleged incorrect or wrongful debit. We will make reasonable efforts to keep all records and account details that we have about you secure and to ensure that any of our employees and/or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- f) We reserve the right to cancel the DDR if drawings are returned unpaid. Where drawings are returned unpaid you must arrange for the scheduled payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the relevant payment. Fees and charges may apply for drawings that are returned unpaid (these include fees and charges charged by your financial institution and/or the fees and charges incurred by us).

**24.CHANGES TO DIRECT DEBIT**

- a) You may request a change to the drawing arrangements by giving us written notice 14 days prior to the next scheduled Payment Date. Please contact us before contacting your financial institution.
- b) Your requests may include:
  - i) deferring a drawing;
  - ii) changing the direct debit details;
  - iii) stopping an individual debit;
  - iv) suspending the DDR; or
  - v) cancelling the DDR completely.
- c) Changes to the drawing arrangements do not alter your obligation to pay any and all amounts owing to us under this Agreement.

**25.YOUR DIRECT DEBIT OBLIGATIONS**

- a) It is your responsibility to:
  - i) ensure that your nominated account can accept direct debits via direct debit system that we use;
  - ii) check your nominated account details with your financial institution before providing your direct debit details;
  - iii) verify that the amounts debited from your nominated account are correct;
  - iv) ensure that there are sufficient cleared funds in the nominated account, by the due date, to allow for payment of the amounts payable; and
  - v) advise us if the nominated account is transferred or closed.

**26.DIRECT DEBIT DISPUTES**

- a) If you believe that your nominated account has been debited incorrectly, you should notify us directly and confirm that notice in writing with us as soon as possible so that we can investigate the issue.
- b) If we conclude as a result of our investigations:
  - i) that your nominated account has been debited incorrectly, we will respond to your query by arranging for an adjustment of your account (including any fees, charges and interest as applicable) to be made. We will also notify you in writing of the amount by which your account has been adjusted; or
  - ii) that your nominated account has not been debited incorrectly, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

**27.GUARANTTEE**

In consideration of the Guarantor requesting that LKG supplies goods or services (or both) to the Customer as set out in this Agreement, the Guarantor hereby guarantees the payment of all sums of money, interest, costs and damages which the Customer may now or hereafter be liable to pay LKG. The Guarantor further agrees that upon default by the Customer to pay such money, interest, costs and damages to LKG when due, the Guarantor will pay the same to LKG upon demand. The Guarantor further agrees to indemnify LKG against all losses and costs suffered as a result of each and every default by the Customer and /or any default under this Guarantee. This Guarantee is continuing, irrevocable and joint and several, and is a principal obligation. The Guarantor’s liability hereunder is absolute and shall not be affected by the giving of time or any other matter or indulgence granted to the Customer by LKG and which but for this provision might have operated as a release in whole or in part of our liability. The Guarantor has obtained an independent legal advice on our obligations under this Guarantee. This Guarantee is governed by the law of New South Wales, and the Guarantor submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Guarantee.

**28.FORCE MAJEURE**

- a) We will not be responsible for any loss you may suffer arising from disruption or delay in or prevention or impossibility of provision of the Services brought about by the occurrence of a Force Majeure Event.
- b) For the purpose of this clause 28, Force Majeure Event means any act, occurrence or omission that interferes in any way with the provision of the Services and which is beyond our control, including actions or restrictions of government or other authorities; industrial action; labour disputes; accident to, or break-down or failure of, machinery, plant or equipment (including computers, servers, routers or other hardware) other than the Equipment; internet connectivity or signal strength; bandwidth constraints; default by contractors, subcontractors or suppliers; matters that are within the control of a third party; and the occurrence of weather and other forces of nature.

**29.GENERAL**

- a) This Agreement, which comprises these Terms and Conditions and the Schedule, constitutes the entire agreement between you and us about its subject matter and supersedes any and all previous understandings, agreements and representations (whether oral or in writing) relating to its subject matter. This Agreement cannot be cancelled or terminated except in accordance with its terms. Any of our brochures or other marketing material you may have seen are provided for your information only and do not form part of this Agreement.
- b) If there is more than one, “you” means each of you separately and all of you jointly.
- c) You acknowledge that we may, without giving you notice, sell, assign or otherwise dispose of or deal with our interest in the Equipment or this Agreement. You must not assign any of your rights under this Agreement without our prior written consent. We may charge you a fee to assess the creditworthiness of any proposed assignee even if we ultimately decline the proposed assignment.
- d) If any clause, or any part of a clause, of this Agreement is held by a court or tribunal to be invalid, unlawful, unenforceable or partly unenforceable (including under the National Credit Code), that clause, or part of a clause, is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.
- e) Capitalised terms used in the Agreement have the same meaning given to them in the Schedule or in these Terms and Conditions (as the case may be).
- f) No provision of the Agreement may be construed against a part solely because that party was responsible for preparation of the Agreement or any part of it.
- g) This Agreement may only be varied by agreement in writing.
- h) This Agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- i) The words “including” and “includes” are not to be interpreted as words of limitation

**Acceptance of Terms & Conditions**

Name	Position
Signature	Date