

ADVANCED NATIONAL SERVICES
STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

“Commencement Date” means the date services are provided by ADVANCED at the Site.

“Site” means the particular location or locations where the Customer has advised ADVANCED to provide services.

“Customer” means any person, company, partnership or body corporate that engages ADVANCED and includes, where appropriate, any person who is actually or apparently authorised by the Customer to act on its behalf.

“ADVANCED” means The Advanced National Services Group Pty Ltd ABN 35 002 434 755, PO Box 699 Beenleigh Qld 4207 and includes, its corporate subsidiaries, its contractors, franchisees, agents, employees and representatives.

“Contract” means any written agreement between ADVANCED and the Customer that is in place for the provision of specified services, whether on-going or not.

“Maintenance Agreement” has the same meaning as a Contract.

2. GENERAL

- a. These terms and conditions are subject to change by ADVANCED.
- b. These terms and conditions must be read in conjunction with any Maintenance Agreement or Contract entered into by the Customer with ADVANCED.
- c. The customer authorises ADVANCED, if it requires to do so, to obtain a credit report or a credit worthiness report containing personal and/or commercial information concerning the Customer and/or the Customer’s business from a credit reporting agency or another business.

3. PAYMENT TERMS

- a. Invoices are due and payable within the payment terms specified on the invoice.
- b. If the Customer defaults in making payment to ADVANCED in accordance with the payment terms on the invoice, then ADVANCED may, in its absolute discretion, charge the Customer interest calculated on the portion of the Customer’s account overdue from time to time at the rate of 2% per month from the date on which such default arose.
- c. Invoices must be paid by the Customer notwithstanding any claims made by the Customer against ADVANCED.
- d. Payments made by credit card will attract an additional fee of 1.5% of the value paid. Visa and MasterCard are the only credit cards accepted. ADVANCED reserves the right to change this rate without prior notice to the customer.

4. CONFIDENTIALITY

- a. The Customer is required to keep all aspects of ADVANCED’s engagement confidential, including after the engagement has ceased.

5. SERVICE WARRANTY

- a. The Customer is required to report any service issues or problems to ADVANCED immediately after it is identified by the Customer.
- b. ADVANCED must be given a reasonable time and opportunity to rectify or remedy any service issue or problem identified and reported by the Customer.

6. STAFF AND PERSONNEL

- a. The Customer is prohibited from directing or disciplining any staff member or subcontractor employed by or engaged by ADVANCED.
- b. The Customer is prohibited from employing or engaging any staff member or subcontractor previously or presently working for ADVANCED at the Customer’s Site/s. This prohibition extends for a period of 6 months after the Contract has ended or been terminated by either party.

7. TERMINATION AND DEFAULT

- a. Where ADVANCED has been contracted to provide services on a regular or on-going basis, the Customer must provided ADVANCED with a notice period of four (4) weeks to terminate the Contract.
- b. If the Customer is in default of any term or condition, ADVANCED reserves the right to immediately and without notice, terminate any on-going service commitment or Contract. Furthermore, ADVANCED reserves the right to demand payment of all outstanding invoice amounts irrespective of the time allowed for payment by ADVANCED.
- c. ADVANCED reserves the right to pursue any other rights available as a result of the Customer defaulting on any term or condition.

8. PRICES AND CHARGES

- a. On-going services or Contracts are subject to price increases on the anniversary of Commencement, unless otherwise agreed to by both parties.
- b. Price increases will be equal to the latest published Consumer Price Index for the previous 12 month period for Australia (as published by the Australian Bureau of Statistics). ADVANCED reserves the right to vary this increase downwards at its own discretion.

9. MOTOR VEHICLES AND EQUIPMENT

- a. The Customer is prohibited from operating, moving or otherwise interfering with any equipment or motor vehicles owned by ADVANCED and used in the course of carrying-out the services, irrespective of whether the services have ceased or have been terminated.