

Terms and Conditions for Versatile Concrete Products

These terms and conditions ("Agreement") govern the relationship between Versatile Concrete Products ("VCP"), and the applicant, referred to as "You," "Your," or "Applicant," including any guarantors. By engaging in any transaction with VCP, You agree to be bound by this Agreement.

1. **Application and Approval:**
 - You agree to notify VCP promptly of any changes in Your business's constitution, name, or ownership.
 - Any changes require submission of a new credit application for re-approval before further transactions with VCP.
2. **Communication:**
 - Notices, communications, or service of court documents related to this Agreement may be served by VCP via certified or registered mail, email, or by leaving at Your last known address.
3. **Understanding and Agreement:**
 - You agree to read and understand all documentation supplied by VCP, including delivery dockets, quotes, orders, and invoices, and agree to their stated terms and conditions.
4. **Privacy Policy:**
 - You acknowledge VCP's adherence to the National Privacy Principles under the Privacy Act 1988. VCP's Privacy Policy is available on its website.
5. **Credit Information:**
 - You authorise VCP to obtain credit information from business references, Your bank, credit providers, and credit reporting agencies for processing Your application and subsequent transactions.
6. **Payment Terms:**
 - All products and/or services must be paid before leaving VCP premises unless an "approved account" is established.
 - Payment terms for approved accounts are within 14 days of each invoice unless otherwise agreed in writing.
 - Overdue accounts incur a monthly interest rate of 1.5%, compounded monthly.
7. **Dispute Resolution:**
 - In case of invoice disputes, only disputed invoices remain unpaid while others must be paid in full by the due date.
8. **Liability:**
 - VCP's liability for defective products/services is limited to replacement or refund.
 - VCP is not liable for any loss resulting from product/service defects, delays, or failures, except as provided in this Agreement.
9. **Advice and Assistance:**
 - Any advice or assistance provided by VCP is without warranty, and VCP disclaims any liability for reliance on such information.
10. **Indemnification:**
 - You indemnify VCP against any claims arising from the provision of products/services under this Agreement.
11. **Delivery and Risk:**
 - VCP's responsibility ceases at the kerbside of the job address provided by You.
 - You indemnify VCP for any claims arising from entry to the job site beyond the kerbside.

12. Warranties and Exclusions:

- All warranties or representations are excluded unless prohibited by law.
- This Agreement cannot be altered except in writing and signed by both parties.

13. Claims:

- Claims against VCP must be made in writing within 10 days of the incident.

14. Goods and Services Tax (GST):

- GST is payable in addition to the product/service price.

15. Force Majeure:

- VCP is not liable for delays or non-delivery due to circumstances beyond its control.

16. Ownership and Storage:

- Ownership of products remains with VCP until full payment is received.
- You agree to store products in a way that they can be identified as VCP's until full payment.

17. Account Liability:

- You are liable for all amounts owed on the account opened by this Agreement.

18. Trustee Liability:

- If You are a Trustee, You are personally liable for the account in addition to trust assets.

19. Termination:

- VCP may terminate this Agreement in circumstances beyond its control.

20. Governing Law:

- This Agreement is governed by the laws of New South Wales, and both parties submit to the jurisdiction of its courts.

21. Entire Agreement:

- This Agreement represents the entire understanding between the parties and supersedes all prior negotiations or communications.

22. Severability:

- If any provision of this Agreement becomes void or unenforceable, the remaining provisions remain in effect.

23. Non-Assignability:

- Your rights under this Agreement are non-assignable.

By engaging in any transaction with VCP, You acknowledge and agree to abide by these terms and conditions.

Privacy Policy

Versatile Concrete Products is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at <https://www.oaic.gov.au/>.

What is Personal Information and why do we collect it?

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we may collect include names, addresses, email addresses, phone and facsimile numbers, and billing information.

This Personal Information is obtained in many ways including correspondence, by telephone and facsimile, by email, via our website <https://www.versatileconcreteproducts.com.au/>, from media and publications, from other publicly available sources, from cookies and from third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

Sensitive Information

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

Disclosure of Personal Information

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

Security of Personal Information

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

Access to your Personal Information

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

Versatile Concrete Products will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information we may require identification from you before releasing the requested information.

Maintaining the Quality of your Personal Information

It is important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

Policy Updates

This Policy may change from time to time and is available on our website.

Privacy Policy Complaints and Enquiries

If you have any queries or complaints about our Privacy Policy please contact us at:
ms_vcp@bigpond.com