

TERMS OF TRADING

(Conditions of Sale)

ARK Services WA shall hereinafter be known as the "Supplier".

PURCHASE

1. The client will pay a deposit on the signing of this document, and that deposit will constitute an obligation to finalise the purchase on completion of installation.
2. Title of property in all goods and services supplied by the Supplier remains with ARK Services WA until the total price has been paid in full, and upon non-payment of ANY of the monies due within the terms of this Offer to Purchase, the Supplier and its agents and assignees shall have the right (and is hereby authorised) by the Client to enter in and upon any premises where the goods may be stored or in use from time to time (with or without others) and to retake possession of and remove the same, and the Customer hereby indemnifies the Supplier against any claim, action or damages arising out of any such action and against the cost of the same.
3. If the Client defaults in payment then all monies owing to the Supplier shall be immediately due and payable and:-
 - a) The debt shall carry interest at the rate currently applicable under S323 of the Supreme Court Act 1932, and chargeable monthly from the date of default until actual payment.
 - b) All expenses incurred by the Supplier in recovering the monies due inclusive of Solicitors Charges, Debt Collectors fees & disbursements, any costs or charges in relation to security documents and any fees on dishonour shall be a debt due and owing by the Client.
 - c) This order will become binding on the Supplier when signed by the Management, and not before, and expressly waives any communication of such acceptance.
4. The Supplier will make every effort to deliver & install the goods by the due date, but is not held responsible in any way, shape or form for any damages, loss or expense of any kind due to its inability to complete the job by the specified date.
5. In the event of the Client not taking delivery of the goods within Seven days of the date from which they become available, the Supplier has the right to cancel the contract in writing to the Client, and any monies paid to the Supplier as Deposit shall immediately be forfeited to the Supplier and any cost caused to the Supplier by the said cancellation shall be a debt due by the Client.
6. If for any reason whatsoever, this contract has not been paid in full then the Supplier will not deem the Warranties to be binding on them or their Manufacturers.
7. The Purchaser, on signing the Contract, is understood to have read and agreed to the Terms and Conditions of this Contract.

PURCHASER 1 NAME: _____ PURCHASER 1 SIGNATURE: _____ DATE: _____

PURCHASER 2 NAME: _____ PURCHASER 2 SIGNATURE: _____ DATE: _____

WITNESS NAME: _____ WITNESS SIGNATURE: _____ DATE: _____

ARK SERVICES WA NAME: _____ ARK SERVICES WA SIGNATURE: _____ DATE: _____

ONCE READ, SIGNED & WITNESSED – PLEASE SCAN & EMAIL BACK TO info@arkserviceswa.com.au