



# **Supply Terms & Conditions**

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# Table of Contents

<b>Section No.</b>	<b>Section</b>	<b>Page Number</b>
1.	Definitions and Interpretation .....	3
2.	Binding Terms and Conditions .....	3
3.	General and Applicable Law .....	3
4.	Entire Agreement and Understanding .....	4
5.	Modification of Terms.....	4
6.	Operational Coverage .....	4
7.	Status of Services.....	4
8.	Force Majeure .....	4
9.	Waiver .....	5
10.	Release and Indemnity.....	5
11.	Restrictions on accessing and using the Services .....	6
12.	Customer's Information and Privacy .....	6
13.	Scope of Services and Limitations .....	6
14.	Specific Qualifications, Limitations and Conditions.....	8
15.	Inspection of Private Units or Lots .....	11
16.	Ordering Plans.....	11
17.	Payment .....	12

**Supply Terms and Conditions**  
**Solutions IE Pty. Ltd.**

## **1. Definitions and Interpretation**

### **1.1. Definitions**

#### 1.2. In these terms and conditions:

- 1.2.1. **“Business Day”** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- 1.2.2. **“Customer”** means the person(s) or entities Receiving Services upon these Terms.
- 1.2.3. **“Receiving Services”** means the process of engaging Solutions IE to provide Services, receiving Services from Solutions IE, or relying upon Services provided by Solutions IE, however the circumstances of engagement, receipt or reliance may arise. The phrase **“Receives Services”** has a corresponding meaning.
- 1.2.4. **“Solutions IE”** means Solutions IE Pty Ltd and Building Report Services Pty Ltd jointly and severally, both of 14 Railway Parade, Milton QLD 4064.
- 1.2.5. **“Services”** means any report, document or information provided by Solutions IE to a Customer in exchange for consideration.
- 1.2.6. **“Terms”** means these Terms and Conditions, upon which Solutions IE agrees to supply Services to the Customer.

### **1.3. Parties**

- 1.3.1. If a party consists of more than one (1) person, these Terms bind each party separately and jointly.
- 1.3.2. An obligation, representation or warranty in favour of more than one (1) person is for the benefit of them separately and jointly.
- 1.3.3. A party which is a trustee is bound both personally and in its capacity as a trustee.

## **2. Binding Terms and Conditions**

### 2.1. These Terms are binding upon the Customer.

### 2.2. The only warranties, guarantees, conditions and/or obligations which are binding upon Solutions IE are:

- 2.2.1. those set out in these Terms;
- 2.2.2. those otherwise agreed to in writing by Solutions IE; and
- 2.2.3. those, if any, which are implied at law and which cannot be excluded.

## **3. General and Applicable Law**

### 3.1. The Terms shall be governed and interpreted according to the laws of Queensland, Australia and Solutions IE and each Customer consents to submit to the jurisdiction of the Courts of Queensland and the Commonwealth.

### 3.2. No provision in the Terms will exclude, restrict or modify any condition, warranty or liability implied by applicable law, where such an exclusion, restriction or modification would render that provision void. In the event that a provision of the Terms proves to be illegal or unenforceable pursuant to

any statute or rule of law, or for any other reason, such provision is deemed severed without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

## **4. Entire Agreement and Understanding**

- 4.1. These Terms set out the whole of the entire agreement and understanding between Solutions IE and the Customer with respect to the provision of Services by Solutions IE to the Customer and supersede any and all earlier understandings and agreements, whether oral or written, between Solutions IE and the Customer with respect to the specific Services hereof.
- 4.2. By ordering the Services the Customer accepts these Terms without reservation.

## **5. Modification of Terms**

- 5.1. Solutions IE reserves the right to change these Terms from time to time. It is the Customer's obligation to regularly review the Terms by obtaining a copy of the Terms from Solutions IE website or its office.

## **6. Operational Coverage**

- 6.1. The Customer authorises Solutions IE to sub-contract or separately engage a third party to produce any part or all of the Services at Solutions IE's absolute discretion and without any requirement to provide notice to the Customer.

## **7. Status of Services**

- 7.1. Solutions IE may:
  - 7.1.1. withdraw the Services, completely or partially;
  - 7.1.2. restrict access to the Services, completely or partially; or

modify the Services to any extent or degree at its absolute discretion, without any obligation to notify any Customer.

## **8. Force Majeure**

- 8.1. If a party is prevented or delayed in complying with an obligation (other than to pay money) by an event beyond its reasonable control, performance by it of that obligation is suspended during that time, but only to the extent that compliance is prevented or delayed.

## 9. Waiver

- 9.1. A party's failure to exercise or delay in exercising a power or right shall not operate as a waiver of that power or right.
- 9.2. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 9.3. A waiver is not effective unless in writing.
- 9.4. Waiver of a power or right is effective only in respect of the specific instance to which that waiver relates and for the specific purpose for which that waiver is given.

## 10. Release and Indemnity

- 10.1. The Customer indemnifies and holds indemnified Solutions IE against:
  - 10.1.1. any loss, damage or injury which may arise, directly or indirectly, by or against the Customer or by or against third parties, from Solutions IE providing Services or from the Customer receiving and/or relying upon Services;
  - 10.1.2. Without limiting the generality of the above, the Customer indemnifies and holds indemnified Solutions IE against any personal injury or similar claim which may arise in relation to the provision or receipt of Services.
- 10.2. For the purposes of these Terms, the Customer acknowledges that Solutions IE is contracting for and on behalf of the servants, agents and subcontractors of Solutions IE. The servants, agents and subcontractors of Solutions IE shall not be liable in respect of any loss, damage or injury suffered by the Customer as a result of the Services provided by Solutions IE, nor for any consequential loss, damage or injury suffered by any third party.
- 10.3. Within these Terms, any loss, damage or injury referred to shall mean and include loss, damage or injury caused by the negligence, wilful act or default of Solutions IE, its servants, agents and subcontractors or others whether or not such loss, damage or injury was foreseeable or contemplated by Solutions IE.
- 10.4. Each Customer agrees that the maximum liability of Solutions IE to the Customer, in relation to any loss, damage or injury of any nature arising, directly or indirectly, from receiving and/or relying upon Services, equals the amount actually paid by the Customer to Solutions IE in relation to the Services.
- 10.5. If any Customer suffers any such loss, damage or injury and Solutions IE is legally unable to obtain a release from liability as contemplated above for any reason, then Solutions IE's liability for such loss or claim will be limited, at Solutions IE's option, to one or more of the following:
  - 10.5.1. in relation to services:
    - 10.5.1.1. the supply of the Services again;
    - 10.5.1.2. the payment of the cost of having the services supplied again.
  - 10.5.2. in relation to goods:
    - 10.5.2.1. the replacement of the goods or the supply of equivalent goods;
    - 10.5.2.2. the repair of such goods;
    - 10.5.2.3. the payment of the cost of replacing the goods or acquiring equivalent goods; or
    - 10.5.2.4. payment of the cost of having the goods repaired;

## **11. Restrictions on accessing and using the Services**

- 11.1. Every Customer agrees that all Services are provided only for the purpose of assisting bona fide paying customers of Solutions IE, and agrees:
  - 11.1.1. Only to use the Services for the Customer's own bona fide purposes in their capacity as a customer of Solutions IE;
  - 11.1.2. Not to use the Services in any way for the purpose of gaining a competitive advantage over Solutions IE;
  - 11.1.3. Not to communicate, broadcast, reproduce, disseminate, disclose, supply or otherwise provide all or any part of the Services to any third party without the prior written consent of Solutions IE;
  - 11.1.4. When using the Services in any way, to only do so by way of so using the whole of the information or report so that the contextual integrity of the information or report is preserved;
  - 11.1.5. Only to apply, use or rely upon the Services for the purpose and within the scope and limitations provided for in these Terms and in any report and/or subject matter comprising the Services;
  - 11.1.6. That it may not rely upon the Services for any purpose unless and until it has received an invoice from Solutions IE in respect of the Services and has paid that invoice in full;
  - 11.1.7. That the Customer does not hold copyright or any other intellectual property rights in the Services, other than the minimum rights necessary to use the Services for the purposes for which they are provided.
  - 11.1.8. Not to do any act which constitutes an infringement of copyright or any other intellectual property right without the express permission in writing of Solutions IE.
- 11.2. No rights in relation to the Services, including but not limited to the rights to receive, use or rely upon the Services pass to the Customer until the money owing for those Services has been paid in full.

## **12. Customer's Information and Privacy**

- 12.1. The Customer authorises Solutions IE to retain, organise and commercially exploit information about the Customer provided to Solutions IE in the context of the Services, for any purpose connected with Solutions IE's business and to provide that information to any third party for any purpose associated with the Services.
- 12.2. Solutions IE will make relevant information in its records about the Customer available to the Customer upon written request, to the extent required by applicable privacy legislation. Please refer to Solutions IE's Privacy Policy for further details.

## **13. Scope of Services and Limitations**

- 13.1. All Services provided by Solutions IE are:
  - 13.1.1. provided within a particular context and for a particular purpose;
  - 13.1.2. subject to practical and other limitations;
  - 13.1.3. subject to the qualifications and limitations stated in any report or other documentation comprising the Services;

- 13.2. The Services are only to be used within the context and for the purpose for which they are provided and any report or other documentation which is produced as an outcome of the Services must only be used and interpreted in accordance with that context and that purpose, and subject to the relevant limitations. For example:
- 13.2.1. Solution IE will only inspect areas within the scope of the Services to which safe, unobstructed access is available. The extent of accessible areas, as defined by the presence of safe and reasonable access, will be determined by Solutions IE, based on the conditions encountered at the time of inspection. Areas which are not inspected will not be included in the Services.
    - 13.2.1.1. Elevated areas will not be deemed an accessible area unless they are within the scope of the inspection and safe and reasonable access appropriate for the method of inspection was available.
    - 13.2.1.2. Where entry to an area is denied to Solutions IE, including areas which are locked and for which keys are not provided and areas of private property to which access is not expressly permitted, that area will not be considered to be accessible.
  - 13.2.2. Unless otherwise agreed, Solutions IE will conduct a visual inspection only as a part of the Services. Therefore:
    - 13.2.2.1. areas and objects which are obscured or obstructed by finishes or other objects (including but not limited to, wall cavities, beneath floor coverings, integral parts of machinery, obscured and masked areas, etc) will not be inspected.
    - 13.2.2.2. as Solutions IE cannot undertake invasive or destructive investigation or testing unless it has been specifically requested and authorised, Solutions IE will assess the condition of areas and objects based on their superficial condition only (for example, it may be impossible to detect the presence of asbestos-containing materials in many cases without destructive testing, which is often neither practical or appropriate);
  - 13.2.3. Solutions IE will not attempt to predict the affect of varying environmental conditions on the findings contained in the Services. The findings contained in the Services will be based on the prevailing conditions at the time of inspection (for example, the adequacy of drainage in extreme weather conditions cannot be thoroughly assessed when the inspection occurs in other conditions);
- 13.3. The Services provided do not include services which require specialised trade or other qualifications. For example:
- 13.3.1. Solutions IE do not conduct a thorough assessment of the electrical switchboard or other plant and equipment, as this must be performed by a qualified and licensed electrical or other contractor;
  - 13.3.2. the operational status of emergency equipment, such as fire safety equipment, as Solutions IE will be unable to undertake testing of such equipment to assess its operational status;
  - 13.3.3. Solutions IE do not conduct a thorough inspection of the plumbing, gutters and downpipes and roof, as this must be performed by a qualified and licensed plumbing contractor;
  - 13.3.4. Solutions IE do not undertake a pest inspection, which must be performed by a qualified and licensed pest inspector;
  - 13.3.5. Solutions IE do not provide engineering services and do not assess structural adequacy;
- 13.4. The Services provided do not include services which would ordinarily be the subject of specific maintenance agreements with contractors (for example, Solutions IE do not conduct a thorough assessment of the condition of lifts in a building, or of the condition of air conditioning units or cooling towers, as the maintenance of these items of plant would ordinarily be the subject of a specific maintenance contract with specialist contractors).

- 13.4.1. While a visual inspection will be made of accessible Plant and Equipment, including air conditioning units, cooling towers, pumps, motors, and Lifts, it is presumed that all essential maintenance, as required by the manufacturer subject to specific on-site factors (such as adverse environmental factors), is being carried out through ongoing maintenance contracts.
- 13.5. Any report or other documentation which is produced as an outcome of the Services for one purpose is not intended to be used for any other purpose. The Services may only be relied upon for their stated purpose. For example, where Solutions IE provides the service of valuing a property for insurance purposes, it is not intended to be a valuation of the market value of the property and may not be relied upon as such.
- 13.6. In providing the Services, and forming its conclusions as stated in any report or other documentation which is produced as an outcome of the Services, Solutions IE may rely upon information provided by the Customer and by third parties without independently verifying that information. Therefore, conclusions formed on the basis of such information are qualified and may only be relied upon on the basis that they are formed in reliance upon the completeness and accuracy of information provided to Solutions IE.

## **14. Specific Qualifications, Limitations and Conditions**

- 14.1. Specific Services provided by Solutions IE are subject to the qualifications, limitations and conditions, so far as they are relevant (unless the report or other documentation which is produced as an outcome of the Services specifically indicates otherwise), as set out below.
- 14.2. Where Services relate to an assessment of the physical condition of a building, structure, improvement or object:
- 14.2.1. The Services will not include any assessment of the structural adequacy of any of the elements of the building, structure, improvement or object. Any assessment of the structural adequacy of building elements must be carried out by a qualified structural engineer;
- 14.2.2. Solutions IE will not assess whether the building, structure, improvement or object meets local authority and statutory building regulations and relevant building standards, including fire safety requirements and standards;
- 14.2.3. Comments on finishes and surfaces will not include comments on merely aesthetic issues; and
- 14.2.4. Comments on the condition of glass will only relate to glass which, to the naked eye, obviously requires replacement. Due to the difficulty of ongoing assessment of glass, the Services do not include an assessment of whether glass contained in the building, structure, improvement or object complies with the relevant Building Code, Australian Standard and other safety requirements.
- 14.3. While the Services may contain comments regarding the condition or nature of balustrades throughout the property, the balustrades will not be comprehensively inspected and tested as part of the Services. The Services will only include a visual inspection of areas accessible by foot from the common property. Therefore balcony balustrades located within private property will not be inspected.
- 14.3.1. Solutions IE does offer a specific Service of Balustrade Testing. The scope of the Services provided in the context of that Balustrade Testing is more comprehensive. Balustrade Testing is recommended where there are any visible signs of corrosion or other deterioration on or in the vicinity of the balustrade (including fixings), or whenever the balustrades are over 10 years old.
- 14.3.2. Balustrade Testing will only be conducted when specifically requested.

- 14.4. A comprehensive asbestos inspection and audit will not be carried out as part of all Services except the specific Service of an Asbestos Audit. In relation to asbestos inspection and audit Solutions IE must be engaged specifically to perform those Services, before Solutions IE will have any duty to report to the Customer on asbestos-related issues. The specific Service of an Asbestos Audit is limited to the common areas unless otherwise agreed with the Customer.
- 14.5. Some assessments conducted as part of the services are qualitative (based on actual experience) rather than quantitative (measurable through empirical testing). For example, assessment of slipperiness of flooring cannot be quantitatively assessed without carrying tests using a friction or pendulum tester and therefore Solutions IE cannot state if the flooring meets the requirements of AS4663:2002 (or any standard that replaces it) or other relevant standards.
- 14.6. Where the Services relate to safety issues in relation to a building, structure, improvement or object:
- 14.6.1. They are intended to assist the Customer in relation to the Customer's obligations under relevant State Workplace Health and Safety or Occupational Health and Safety Legislation ('safety legislation');
- 14.6.2. It is the responsibility of the Customer to ensure both that the recommendations contained in the Services are adopted and to ensure compliance with relevant safety legislation. Receiving and acting in reliance upon the Services will not ensure compliance with safety legislation – rather the Services recommend methods of managing or minimising the risks associated with relevant site-specific, physical hazards at the time of inspection and
- 14.6.3. The Services do not amount to an audit in compliance with the relevant safety legislation; such an audit may include additional requirements such as the incorporation of manual handling, job task analysis, training, air space and lighting measurements, asbestos analysis, chemical management, a safety management system and policies and procedures for safe work.
- 14.6.4. The Services will not contain a quantitative assessment of the slipperiness of any surface based on friction or pendulum testing in accordance with AS4663:2002 (or any standard that replaces it). Where the Services contain a reference to the slipperiness of any surface, it shall be considered qualitative in nature (that is based on the inspector's personal opinion of the conditions at the time of inspection) and does not imply that the slipperiness of any other surface within the property was considered. Slip testing is a specialised service which must be separately arranged by the Customer.
- 14.6.5. The Services will not address the provision or adequacy of lighting in any area. Where the Services contain a reference to lighting with respect to an area, it does not imply that the provision or adequacy of lighting was considered elsewhere on the property. Determining the adequacy of lighting in an area is a specialised service which must be separately arranged by the Customer.
- 14.7. Where the Services relate to an assessment of depreciable items and taxation issues:
- 14.7.1. Analysis by Solutions IE will be based upon its interpretation of the taxation legislation as it applies to the depreciation of 'Plant and Articles', together with published rulings issued by taxation authorities.
- 14.7.2. The Plant and Articles may be depreciated on either the Prime Cost or Diminishing Value methods. Items of Plant and Articles with a value of less than \$1000.00 each have been included in a 'Low Value Pool' as mentioned in relevant taxation legislation.
- 14.7.3. Depending upon the actual date the property was available for letting, only a proportion of the first full year's entitlements can be claimed.
- 14.7.4. Accelerated depreciation rates no longer apply to plant, which was acquired after 21<sup>st</sup> September 1999. Instead, depreciation rates are determined by reference only to the basic effective life as determined by taxation authorities.

- 14.7.5. Unless the original construction costs and dates have been provided Solutions IE will estimate the date of construction or renovation and has estimated the original construction costs. Whilst Solutions IE makes every effort to ensure accurate assessments, Solutions IE will not undertake searches with the Local authority, previous owners, builders or developers.
- 14.7.6. Calculations will be based on the basis of an apportionment of the estimated total original construction cost. Calculations are prepared with the assistance of computer generated formulae and accordingly, minor rounding factors may occur in some totals. For the purposes of the Services these minor errors have been ignored.
- 14.8. For Services involving the assessment of future Sinking Fund or Maintenance Fund expenses:
- 14.8.1. The estimated cost of works will be the typical cost for the type of building the subject of the Services allowing for normal usage of the item in question. The Services will not take into account abnormal variations in the condition of items and improvements over time, variations in maintenance procedures, or other intervening events.
- 14.8.2. The Services do not constitute a prescriptive plan or schedule for future maintenance work. The Customer will have some discretion about the timing of works undertaken, and the timing of one step may affect the timing of other steps and maintenance items.
- 14.8.3. Variations in the cost of work may occur over time as a result of changes to legislation and market conditions. Solutions IE is not able to predict those changes when making estimates for use in the Services.
- 14.8.4. A contingency amount may be allowed for any unforeseen expenses, as stated in the report or other documentation which is produced as an outcome of the Services.
- 14.8.5. Items of a recurrent nature that are covered by the 'administration budget' such as maintenance contracts for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included, and neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.
- 14.8.6. The inspection does not cover safety issues. If the Service provides cost estimates for rectifying a discrete range of identified safety issues, this does not imply that safety issues were dealt with in the inspection. Safety testing is a specialised service which must be separately arranged by the Customer.
- 14.8.7. Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless specifically agreed with the Customer.
- 14.8.8. No allowance will be included for the replacement of items that, if properly maintained, should last indefinitely (for example: sanitary fittings and lift carriage interiors) unless previously agreed with the Customer.
- 14.8.9. No allowance will be included for the making of improvements not related to maintenance unless previously agreed with the Customer.
- 14.8.10. No allowance will be included for the correction of defects resulting from faulty construction unless previously agreed by the Customer.
- 14.9. For Services involving the valuation of a building or property for Insurance purposes:
- 14.9.1. The Valuer's external inspection and report does not constitute a structural survey. The Services are not a structural survey. Structural survey is a specialised service which must be separately arranged by the Customer.
- 14.9.2. The Insurance Valuation is based on an external inspection only and no internal inspections will be conducted unless previously agreed with the Customer. An additional fee for this particular service will be levied if required.
- 14.9.3. The Insurance Valuation is prepared on the basis that the Customer (the Insured) referred to in the Insurance Valuation Report or anyone to whom it may be validly assigned (and no other), may rely on the Insurance Valuation for insurance purposes only, and that the Insured has complied with the *Insurance Contracts Act 1984*, as well as relevant insurance

guidelines, and has disclosed all aspects of insurance risks for any potential Insurer, including the Insured's ability to service the insurance premium.

- 14.9.4. This Insurance Valuation is current as at the date of the Insurance Valuation only. The value assessed may change significantly over a short period of time.
- 14.9.5. Irrespective of any short-term changes in the value of the property, Solutions IE recommends that the property be revalued for insurance purposes on an annual basis to evaluate the impact of inflation, the cost effect of new legislation pertinent to the complex and any other relevant issues that could and do affect the insurance value.
- 14.9.6. Solutions IE accepts no liability for losses arising from such subsequent changes in value. Solutions IE does not assume responsibility or accept any liability where the Insurance Valuation is relied upon after the expiration of sixty (60) days from the date of the Insurance Valuation, or an earlier date if the Customer or the Insured become aware of any factors that have any effect on this Insurance Valuation.
- 14.9.7. All additions by way of either structural or ground improvements above the level of the original approvals are the responsibility of the individual owner and should be insured by them.
- 14.10. In the event of any material change in circumstances which the customer is or ought to be aware or knows or ought to know which may affect the findings and/or recommendations contained within the Services, it is the duty of the Customer to take all reasonable steps, including requesting that the Services be updated, to satisfy itself that the findings and/or recommendations contained within the Services remain accurate or appropriate.
  - 14.10.1. Where the Customer requests that the Services be updated, an additional fee may be charged.

## **15. Inspection of Private Units or Lots**

- 15.1. Where the Services include the inspection of individual private units or lots, the Customer is responsible for arranging access for these inspections.
- 15.2. A single Tax Invoice will be issued for the inspection of the common property and individual private units or lots and payment of the Tax Invoice is the responsibility of the Customer.
- 15.3. A single report and, where an inspection of private units or lots occurs for the purposes of an Asbestos Audit, an Asbestos Register will be supplied which includes all details of common property and private units or lots, where access was available. It is the responsibility of the Customer or their agent to supply this report to any further intended recipients.

## **16. Ordering Plans**

- 16.1. The Customer must, when ordering the Services, provide to Solutions IE any building or other relevant plans requested by Solutions IE.
- 16.2. If the Customer does not provide the requested building plans under clause 16.1, Solutions IE may order the building or other relevant plans ten (10) business days after the Customer orders the Services, but only after Solutions IE contacts the Customer three times (twice by email and once by phone), to obtain the requested building plans.
- 16.3. If the Customer cannot be contacted or has not provided Solutions IE with the building or other relevant plans under Clause 16.2, Solutions IE reserves the right to order building or other relevant plans at its own discretion.
- 16.4. In the event that Solutions IE orders building plans in accordance with clause 16.3, an administration charge of \$22 shall be incurred. This administration charge shall be added to the cost of the Services.

## 17. Payment

### 17.1. PAYMENT OF ACCOUNT

17.1.1. The client agrees to pay to Solutions IE the full amount due and payable on each Tax Invoice within ten (10) business days after the issue date (“**the Due Date**”).

17.1.2. All payments must be made by any facility for payment which Solutions IE makes available from time to time; or by posting to the address shown on the invoice; or by Electronic Funds Transfer (EFT) directed to the bank and branch details provided by Solutions IE on the Tax Invoice.

### 17.2. ACCOUNT PROBLEMS OR ENQUIRIES

17.2.1. It is the responsibility of the Customer to review each Tax Invoice and report any issue to Solutions IE immediately.

17.2.2. Solutions IE will take all reasonable steps to resolve any valid query under clause 17.2.1, but will not be obliged to resolve any query if made after thirty (30) days from date of invoice, valid or not valid.

### 17.3. DISHONoured PAYMENTS

17.3.1. Payment by cheque is conditional upon the cheque being honoured. If a cheque is tendered to Solutions IE in payment and discharge of any liability and the cheque is not honoured, then the Customer agrees to pay to Solutions IE the amount not recovered upon such cheque together with any reasonable amount incurred or expended by Solutions IE in respect of such cheque and its collection costs, including but not limited to, any inward dishonour fees charged to Solutions IE, collection agents or solicitor costs.

### 17.4. FAILURE TO MAKE PAYMENT

17.4.1. If payment is not made in accordance with these Terms by the Due Date then interest and administration charges of 1.5% per month or part thereof on the monies due shall be incurred and payments shall be credited firstly against any interest and administration charges due.

17.4.2. The Customer agrees that such interest and administration charges are not a penalty, but are a true measure of damages sustained by Solutions IE.

17.4.3. If the Customer fails to make payment in accordance with these Terms and remains in default sixty (60) days after the Due Date, Solutions IE is entitled to make a report of the payment default to a credit reporting agency.

17.4.4. The Customer agrees to pay all costs, fees, charges and disbursements (including collection agency commissions, and legal costs on a Solicitor/Client basis) incurred or to be incurred by Solutions IE in recovering any monies due to Solutions IE pursuant to these Terms.