

ACCOUNT FACILITY APPLICATION

FORCE ACCESS ACN 109 630 079 (ABN 12 109 630 079)

FORCE ACCESS



A DIVISION OF FORCE CORP PTY LTD

All account enquiries to:
10 Carter Street, Homebush, NSW, 2140
PO Box 7097, Silverwater, NSW 2128
Phone (02) 9735-7600 Fax (02) 9735-7699
Email: accountsrec@forceaccess.com.au
www.forceaccess.com.au

SAFETY | SALES | SOLUTIONS

ALL APPLICANTS TO COMPLETE

(Section A)

TRADING NAME
(In Full)

BUSINESS STRUCTURE

- COMPANY
 SOLE TRADER/PARTNERSHIP
 OTHER

ACCOUNTS PAYABLE CONTACT

NAME:

TELEPHONE: EMAIL

ARE ORDER NUMBERS REQUIRED? YES NO
(N.B. The supply of order numbers is the customer's responsibility)

APPLICATIONS CAN ONLY BE CONSIDERED ONCE ALL DETAILS ARE COMPLETE AND APPLICATIONS HAVE AN ORIGINAL SIGNATURE(S)

TERMS ARE STRICTLY 30 DAYS NETT

CREDIT DEPARTMENT USE ONLY - FORCE ACCESS

TERRITORY	SALESPERSON	MOBILE
CODE	CREDIT LIMIT	CREDIT MANAGER

COMMENTS

ALL APPLICANTS TO COMPLETE (Section B)

TRADING NAME _____

TYPE OF BUSINESS _____

BUSINESS LOCATION _____

POSTAL ADDRESS _____

PHONE _____ FAX _____

A.B.N. _____ EMAIL _____

YEARS ESTABLISHED _____ NO OF EMPLOYEES _____

COMPANIES TO COMPLETE (Section C)

COMPANY NAME _____

DIRECTOR 1 SURNAME _____ FIRST NAME _____

RESIDENTIAL ADDRESS _____

SUBURB & POST CODE _____

MOBILE PHONE _____ EMAIL _____

DIRECTOR 2 SURNAME _____ FIRST NAME _____

RESIDENTIAL ADDRESS _____

SUBURB & POST CODE _____

MOBILE PHONE _____ EMAIL _____

SOLE TRADER/PARTNERSHIP TO COMPLETE (Section D)

PARTNER 1 SURNAME _____ FIRST NAME _____

RESIDENTIAL ADDRESS _____

SUBURB & POSTCODE _____

MOBILE PHONE _____ DRIVERS LIC # _____

PHONE _____ EMAIL _____

PARTNER 2 SURNAME _____ FIRST NAME _____

RESIDENTIAL ADDRESS _____

SUBURB & POSTCODE _____

MOBILE PHONE _____ DRIVERS LIC # _____

PHONE _____ EMAIL _____

TRADE REFERENCES (Section E)

	Name	Suburb/City	Phone	Fax
1				
2				
3				
4				

APPLICANT'S DECLARATION

- I declare that:
- I have read and understood the Hire Terms and Conditions and the Account Terms and Conditions which form part of the Account Facility Application ("this application")
 - I consent to the matters contained in clause 3 of the Account Terms and Conditions concerning credit reporting;
 - I understand the Hire Terms and Conditions and/or the Account Term and Conditions may be changed from time to time and that I will be notified of any changes by written notice mailed to the postal address specified in the Application or such other address notified to FORCE in writing;
 - I understand that if this Application is approved, the Account Facility may be cancelled at any time without prior notice to me;
 - The Account Facility will be used wholly or predominately for business purposes; and I am authorised to sign to Application of behalf of:

Business/Company Name
and the information is true and correct in every detail

Name (in Block Letters)

Signature

Date/...../.....

Name (in Block Letters)

Signature

Date/...../.....

FORCE CORP PTY LTD - ACCOUNT TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In these Account Terms and Conditions, unless the context or subject matter otherwise requires:
- "Account Facility"** means the billing arrangement between Force and the Customer, which subject to approval of the Application by Force, will be administered in accordance with these Account Terms and Conditions;
- "Application"** means the application for an Account Facility to which these Account Terms and Conditions form part;
- "Authorised Person"** means such person or persons as may be notified to Force by the Customer as being entitled to accept delivery of and operate the Equipment;
- "Business Day"** means any day upon which Force is open for trade;
- "Claim "** means in relation to a person, corporation or other legal entity, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against such person, corporation or legal entity however arising and whether ascertained or unascertained;
- "Conditions"** means these terms and conditions of hire;
- "Contract"** means any agreement entered into between Force and the Customer in relation to the hire of equipment from Force, as evidenced by invoice, delivery form or otherwise;
- "Customer"** means the party specified as the Customer in a Contract and where the context permits, its servants, agents, employees, contractors and Authorised Persons;
- "Daily Rate"** means Force's daily charge for hire of the Equipment as specified in a Contract or as otherwise notified to the Customer by Force;
- "Equipment"** means any plant and equipment specified in a Contract and if the context requires, includes any part of such plant and equipment including any accessories and safety devices;
- "Force"** means Force Corp Pty Ltd ABN 12 109 630 079 trading as Force Access and Force Rentals and its related bodies corporate within the meaning of the Corporations Law and where the context permits, their servants, agents, employees and contractors;
- "Hire Charges"** means the amount payable to Force by the Customer for the use of the Equipment determined in accordance with these Conditions;
- "Hire Period"** means the period commencing on the day that the Equipment is collected by or delivered to the Customer and expiring on the later of:
- (a) the day upon which the Customer has agreed to return the Equipment to Force; or
 - (b) the day the Equipment is returned to or made available for collection and is able to be collected by Force provided that if the Equipment is returned to Force before 9:00am on any Business Day or the Customer notifies Force that the Equipment is available for collection by 9:00am on any Business Day, the Customer will be regarded as having returned the Equipment on the day preceding that Business Day; or
 - (c) the day upon which the Equipment has been repaired or replaced by Force and is made available for hire following any breakdown in the Equipment caused by the Customer's acts, omissions, neglect or default, such period being inclusive of weekends and public holidays and periods during which the Equipment is not used by the Customer for any reason whatever including industrial action or suspension of work;
- "Hire Terms and Conditions"** means the terms and conditions of hire contained in the Application as varied from time to time.
- "Sundry Charges"** means the costs of all cartage, cleaning, oil, grease, harnesses and such other costs as Force may incur relating to the Customer's use of the Equipment and where appropriate, will be determined in accordance with Force's schedule of standard sundry charges as varied from time to time.
- 1.2 **Interpretation.** In the interpretation of these Account Terms and Conditions, unless the context of subject matter otherwise requires:
- (a) words and expressions defined in the Hire Terms and Conditions have the same meanings in these Account Terms and Conditions unless otherwise defined;
 - (b) a reference to a party includes that party's executors, administrator, substitutes, successors and permitted assigns;
 - (c) each covenant by two or more persons as a party is made jointly by all and severally by each;
 - (d) singular includes plural and vice versa;
 - (e) these Account Terms and Conditions will be constructed in accordance with the laws of New South Wales; and
 - (f) time is of the essence of all the Customer's obligations to Force, particularly payment of amounts owing.
- 2. CUSTOMER'S ACKNOWLEDGEMENT**
- The Customer acknowledges and agrees that:
- (a) the Account Facility is a trader's facility and the Customer is a trader requiring the Account Facility predominantly for the purposes of carrying on or in connection with the carrying on or establishing of a trade, business or profession;
 - (b) the Customer has read and agrees to be bound by the Hire Terms and Conditions;
 - (c) all Hire Charges and other charges are payable by the Customer at the rate notified by Force but any agreement to reduce damage waiver charges must be in writing and signed by an authorised officer of Force;
 - (d) Force may terminate the Account Facility at any time without prior notice;
 - (e) the full amount of all Hire Charges and other charges payable by the Customer to Force will become due and owing 30 calendar days after the date on which the charges were first invoiced. The Account Facility is not a credit facility;
 - (f) the Account Facility is personal to the Customer and cannot be assigned or transferred to any other party without the prior written consent of Force;
 - (g) if the Customer is a company (other than a listed public company) the Customer must notify Force of any action having the effect of altering its control whether by transfer of shares, replacement of its directors or otherwise; and
 - (h) the Customer will be responsible for all costs (including legal costs calculated on a solicitor and own client Force incurred by Force relating to any default by the Customer.
- 3. CREDIT REPORTING**
- By signing the applicant's declaration in the Application, the customer consents to Force:
- (a) disclosing to a credit reporting agency certain personal information about the Customer including identity particulars, the Account Facility limit, payments which may become more than sixty days overdue, any serious infringement of the Account Terms and Conditions which Force believes has been committed by the Customer and advice that payments are no longer overdue;
 - (b) obtaining from a credit reporting agency a report containing personal credit information about the Customer and a report containing information about the Customer's commercial activities or commercial creditworthiness to enable Force to access the Application; and
 - (c) giving to any guarantor under the Account Facility information including a copy of the Application and any demands for payment of overdue amounts and statements of the Account Facility.
- 4. LIABILITY FOR PAYMENT**
- 4.1 **Customer's Liability.** The Customer agrees to pay:
- (a) Hire Charges, Sundry Charges and all other charges, costs and expenses payable to Force in the manner directed by Force;
 - (b) interest on all outstanding amounts from the due date for payment calculated at a rate which is the higher of 1.5% per month or the interest rate applying to debts under judgments or orders of the Supreme Court of the State plus 5%;
 - (c) damage waiver costs in relation to the Equipment;
 - (d) any costs of repairing or replacing the Equipment required as a result of the Customer's acts, omissions, neglect or default;
 - (e) any GST or similar tax imposed on any supply by Force to the Customer under a Contract and any other state or federal taxes, duties or charges imposed in respect of a Contract including stamp duty; and
 - (f) all costs (including legal costs calculated on a solicitor and own client basis) incurred by Force relating to any default by the Customer.

- 4.2 **Hire Charges.** Hire Charges are calculated by multiplying the number of days in the Hire Period by the Daily Rate.
- 4.3 **Additional Charges.** Force may in its discretion, charge additional hire for periods during which the Equipment is being delivered to or collected from the Customer or during which Force is unable to deliver or collect the Equipment through no fault of its own.
- 4.4 **Credit.** Any claims for credit by the Customer must be made within seven (7) days of receiving Force's invoice.
- 4.5 **Hire Rates.** Force reserves the right to revise its schedule of hire rates and related charges without notice. Force may also revise its hire rates and related charges in circumstances where Force incurs such charges as a result of non-disclosure by the Customer, unforeseen site problems or incorrect physical dimensions, weights or distances relied on by Force.
- 4.6 **Early Return.** Force may in its sole discretion, accept return of the Equipment before the scheduled date of return. The Customer will remain liable for all Hire Charges payable to Force despite early return of the Equipment but Force will endeavour to re-hire the Equipment in which case the Customer will only be liable for Hire Charges until the date of such re-hire or until expiration of the Hire Period, whichever is earlier.
- 5. USE OF EQUIPMENT**
- 5.1 **Customer's Obligations.** The Customer must:
- (a) ensure that the Customer or an Authorised Person is available to accept the Equipment upon delivery;
 - (b) ensure the Equipment is used:
 - (i) for the purpose for which it was designed by the manufacturer;
 - (ii) by the Customer or an Authorised Person having the appropriate qualifications, training and licences to operate the Equipment (such as licences required for boom type lifts over 11m in height); and
 - (iii) in accordance with all applicable laws and regulations in a skilful, safe and tradesmanlike manner not extending beyond its capacity (having regard to manufacturers specifications) and not having to endure more than normal wear and tear;
 - (c) notify Force immediately if the Equipment breaks down, malfunctions or is damaged;
 - (d) not undertake any repair to the Equipment without the consent of Force;
 - (e) maintain and return the Equipment to Force in good repair and condition and ensure that a check of battery water levels, fuelling, greasing, oiling and proper servicing of the Equipment is carried out on a daily basis;
 - (f) not transfer, assign, encumber, loan or sell the Equipment and must not (except for the purpose of returning the Equipment) remove the Equipment or allow it to be removed from the site address notified to Force for use of the Equipment without the written consent of Force;
 - (g) not alter, make any additions to, deface or force any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment; and
 - (h) accept full responsibility for the safe-keeping of the Equipment, and indemnify Force for all loss, theft or damage to the Equipment resulting from any negligence, failure or omission of the Customer.
- 5.2 **Condition of Equipment.** The Customer acknowledges that:
- (a) it accepts delivery of the Equipment in "as is" condition unless it indicates otherwise at the time of delivery;
 - (b) it is liable for all flat and/or damaged tyres and the replacement cost of missing harnesses, generators etc.;
 - (c) it understands the safe and proper use of the Equipment and has received adequate training in its operation and use;
 - (d) Force may inspect, repair or remove (in the event of any default of the Customer) the Equipment at any time and access to the Equipment must be granted for that purpose;
 - (e) if Force is collecting the Equipment at the expiration or earlier determination of the Hire Period, the Equipment must be left in an appropriate, easily identified and accessible area; and
 - (f) Force will not be deemed to have accepted return of the Equipment in good repair and condition until such time as the Equipment has been fully inspected by Force at its depot following its return.
- 5.3 **Carriage of Equipment.** Force is not a common carrier and does not accept the obligation or liability of common carriers. Force may refuse the handling, lifting and or carriage of Equipment for any person in its discretion and without being bound to give reason for such refusal.
- 6. DAMAGE WAIVER AND INDEMNITIES**
- 6.1 **Damage Waiver.** Unless the Customer provides to the satisfaction of Force, evidence of insurance cover of at least \$250,000 for the Equipment while in the Customer's possession, Force will arrange to take out damage waiver in respect of the Equipment while in the Customer's possession at the Customer's cost. Unless notified to the contrary, the cost of damage waiver is 12.5% of the Hire Charge.
- 6.2 **Limitation on Damage Waiver.** The Customer acknowledges that any damage waiver taken out by Force in respect of the Equipment will not extend to cover any loss or damage resulting from the Customer's failure to comply with the obligations contained in clause 5.1 of these Conditions.
- 6.3 **Liability for Repair.** The Customer is liable for all excess and other costs associated with any insurance claim in relation to the Equipment and must meet any shortfall in repair or replacement of the Equipment following payment of any amount received under insurance, including any loss suffered by Force as a result of not being able to hire the Equipment.
- 6.4 **Release** The Customer acknowledges that:
- (a) the Equipment shall be at the sole risk of the Customer and Force will not be liable for any Claim the Customer may incur or that may arise from any cause whatever including any fault or other defect in the Equipment; and
 - (b) Force will not be responsible for and is free from all liability in respect of all such Claims.
- 6.5 **Indemnity.** The Customer shall accept full responsibility for, and indemnify Force against all Claims in respect of any injury to persons, or damage to property, arising out of the use of the Equipment during the Hire Period however arising, whether from negligence of the Customer or Force or otherwise and without limiting the foregoing whether or not the Equipment was being operated or transported by a servant of Force or any other person for whose acts Force might be or is held to be responsible in connection with the operation of the Equipment.
- 6.6 **Retrieval of Equipment.** The Customer shall indemnify Force for any costs incurred in recovering Equipment whether abandoned, unlawfully detained or otherwise.
- 7. DEFAULT AND TERMINATION**
- 7.1 **Default.** The Customer will be in default of a Contract if:
- (a) it fails to comply with any term of a Contract;
 - (b) becomes bankrupt or makes any arrangement with creditors for liquidation of debts; or
 - (c) it is wound up, placed under official management or administration or any administrator, receiver, or receiver and manager is appointed to the Customer.
- 7.2 **Remedies upon Default.** If the Customer is in default then, without prejudice to any other rights or remedies:
- (a) Force may terminate any Contract and take possession of the Equipment by entering onto any land or premises owned by or under the control of the Customer upon which the Equipment is situated; and
 - (b) the Customer will pay to Force all losses, damages, costs and other expenses whatever suffered by Force as a result of that default including any costs of recovering possession of the Equipment.
- 7.3 **Inability to Supply.** If Force is unable to hire the Equipment to the Customer, Force may in its discretion supply or hire alternative suitable equipment to the Customer. If the alternative equipment is not suitable, the Customer may terminate the Contract but Force will not be liable for any Claims arising out of its inability to supply the Equipment or alternative suitable equipment to the Customer.
- 7.4 The Customer acknowledges that Force may hire or lease the Equipment from a third party (the "Owner") and in that event title to the Equipment remains with the Owner. The Customer agrees, upon reasonable notice, to allow Force to arrange for the Owner access to the location where the Equipment is located from time to time to inspect the Equipment. The Customer acknowledges and agrees that if Force's agreement with the Owner terminates during the term of this Contract, unless otherwise agreed by the Owner this Contract will automatically terminate and the Owner may immediately recover possession of the Equipment from the Customer. The Owner will not be liable to the Customers in any circumstance for any claim that the Customer may have against Force.

DEED OF GUARANTEE, INDEMNITY AND CHARGE

TO: **FORCE CORP PTY LTD. (ACN 109 630 079)** and subsidiary Companies and successors or assigns ("the Company").

In consideration of the Company providing or continuing to provide Goods or supplying credit accommodation to the Customer or not commencing or continuing legal action against the Customer at the request of the Guarantor and for the business purposes of the Customer, the Guarantor enters this Deed and agrees with the Company as follows:

Guarantee

1. To guarantee and be responsible for the payment of the Money Secured to the Company by the Customer.
2. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee to the Company for the whole of the Money Secured.
3. The Company may at any time or times at its discretion and without giving any notice whatsoever to the Guarantors refuse to provide further Goods to the Customer.
4. Where the Guarantor consists of more than one person, this Deed is enforceable against all persons signing as Guarantor and each Guarantor will be jointly and severally liable immediately on signing this Deed.
5. If it is intended that more than one person be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor even if any person proposed or contemplated to sign this Deed does not in fact do so.
6. The Company may at any time release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this Deed or grant time to pay, accept a composition from or enter other arrangements with the Customer or any Guarantor without affecting the liability of any other Guarantor under this Deed except that any payment received by the Company under such composition or arrangement will operate as a discharge of liability to the extent of the payment.
7. Any payment made by or on behalf of the Customer which is later avoided by the application of any statutory provision shall be deemed not to discharge the Customer's indebtedness and in such any event the parties are to be restored to rights which each respectively would have had if the payments had not been made.
8. Where the Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for the Company.

Indemnity

9. The Guarantor indemnifies the Company against any and all losses and expenses of any nature including the costs of preparation of this Deed, stamp duty (if any) and legal costs on a solicitor/client basis arising in any way out of its dealings with the Customer, the intent being that the Guarantor is primarily liable for payment to the Company of such losses and expenses and of the Money Secured.

Charge

10. For the purpose of securing payment to the Company of the Money Secured, the Guarantor:
 - 10.1 Hereby charges all of its, his or her beneficial interest in real and personal property (including all property acquired after the date of this Deed) in favour of the Company whether or not a demand has been made on the Customer or the Guarantor;
 - 10.2 Agrees to deliver to the Company within seven (7) days of written demand a Memorandum of Mortgage in registrable form and that the Money Secured is payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where the Guarantor has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
 - 10.3 Authorises and consents to the Company taking all actions necessary to give effect to this security including the lodgment of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
 - 10.4 If the charged created by Clause 10.1 is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall the Company's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
11. A Certificate signed by a Director, Secretary, Financial Controller or Credit Manager of the Company shall be prima facie evidence of the amount of the Money Secured owed by the Customer or Guarantor at that time.
12. The Guarantor acknowledges that the Company has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee and Indemnity.
13. The Guarantor acknowledges that the Guarantor has made his, her or its own enquiries of the Customer regarding the Customer's past and prospective dealings with the Company and is satisfied as to the extent of his, her or its obligations arising from this Deed and that the Company is under no obligation to notify the Guarantor of any changes to its trading terms or dealings with the Customer even if these changes increase the Guarantor's liability under the Deed.
14. This Deed will be construed according to the laws of the State or Territory as the Company in its sole discretion determines. Proceedings may be instituted in such State or Territory as the Company may in its sole discretion determine. Failing such determination the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.
15. He/She/They irrevocably grant permission to the Company before, during or after the provision of credit to the Customer to give and receive information about the Guarantor to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Privacy Act, 1988 or otherwise. This information may concern the Guarantor's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Guarantor and their business and may be used to assess or review at any time this guarantee or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Privacy Act, 1988 or otherwise.
16. In accordance with the provisions of the National Privacy Principles for the fair handling of personal information, as set out in the Privacy Act, 1988, and the Company's privacy policy, persons will be given access to their personal information on request. Further, the parties hereto acknowledge that personal information obtained for the purpose of assessment and management of the Company's accounts may be disclosed to related companies, contractors, other credit providers, risk insurers, debt collectors and credit reporting agencies.

Definitions and Interpretations:

"Company" means **FORCE CORP PTY LTD. (ACN 109 630 079)** within the meaning of Section 50 of the Corporations Law) and successors or assigns.

"Customer" means the person or company set out in Item 1 of the Schedule.

"Guarantor" means the person or company set out in Item 2 of the Schedule or any other person or persons signing or purporting to sign this Deed as Guarantor and that person's personal representative.

"Goods" means all goods, merchandise and services supplied or which may be supplied in the future at the Customer's request or credit extended by the Company to the Customer.

"Money Secured" means all monies now payable or which may become payable in the future or contingently by the Customer to the Company for any reason whether alone or jointly with another person including without limitation; money owed by the Customer for the supply of Goods; all money the Company pays or becomes liable to pay at the request of the Customer; all losses and expenses including legal costs on a solicitor/client basis however directly or indirectly arising from any dealing or default by the Customer under its contract with the Company or by the Guarantor under this Deed; all the costs incurred by the Company for recovering monies under any related security.

"Deed" means this Deed of Guarantee, Indemnity and Charge.

In interpreting this Deed words incorporating the singular number denotes the plural and vice versa; any gender denotes the relevant gender; and a person denotes an individual, a body corporate, a partnership or any unincorporated association.

PLEASE ENSURE YOUR COMPANY SEAL DOES NOT APPEAR ON THIS DEED
SCHEDULE

Item 1: The Customer

..... (ACN

Item 2: The Guarantor

Name Address

Name Address

EXECUTED AS A DEED

IN WITNESS I SET MY HAND AND SEAL AT ON THIS DAY OF , 20 .

SIGNED by

.....)
(Print Name of Guarantor))
of)
.....)
(Address of Guarantor) X.....)
(Signature of Guarantor)

Before
(Signature of Witness)

.....
(Print Name of Witness)

of.....

.....
(Address of Witness)

SIGNED by
.....)
(Print Name of Guarantor))
of)
.....)
(Address of Guarantor) X.....)
(Signature of Guarantor)

Before
(Signature of Witness)

.....
(Print Name of Witness)

of.....

.....
(Address of Witness)

**THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF ITS MEANING
AND EFFECT YOU SHOULD SEEK LEGAL ADVICE**