

Bayside Boutique Cleaning - Standard Terms

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

2 **Access Keys** means any physical keys, key fob, passcode, password, or any other items or data required to access the Site as provided by the Customer.

Agreement means these Standard Terms, any Schedules and any attachments to the Schedules.

Business Day means a day which is not a Saturday, Sunday or public holiday in Queensland.

Change Notice has the meaning given in clause 17.1.

Change Quotation has the meaning given in clause 17.2.

Claim means a claim, action, demand, damage, loss, liability, cost, charge, expense (including legal costs on a full indemnity basis), outgoing, fine or payment.

Commencement Date means the date as per the Supplier's quotations, as agreed between the parties or the date the Customer instructs/engages the Supplier for the Services.

Confidential Information means information of or pertaining to the operations, activities or clients of, a Discloser, which is provided by or on behalf of the Discloser to the Recipient or otherwise comes to the knowledge of the Recipient in connection with this Agreement that:

- (a) by its nature is confidential;
- (b) is designated by the Discloser as confidential; or
- (c) the Recipient knows or ought reasonably to know is confidential,

but does not include any information:

- (d) which at the time of first disclosure to the Recipient is in the public domain; or
- (e) which after disclosure to the Recipient comes into the public domain other than through a breach of confidence.

Consequential Loss means any loss of profits, loss of anticipated profits, loss of revenue or damages for lost opportunity, loss of anticipated revenue or damages for lost opportunity.

CPI means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If the CPI ceases to exist, it will be taken to mean an index that, in the reasonable opinion of the Supplier, reflects on a consistent basis changes the cost of living in Brisbane.

Current CPI means the CPI number for the quarter last ending immediately before the relevant Fee Review.

Customer means you.

Customer Personal Information means any Personal Information which is handled by or on behalf of the Supplier in connection with this Agreement.

Customer's Business means the business carried on by the Customer from time to time.

Defect Period means the period as per the Supplier's quotations, as agreed between the parties or if not such date exists the parties agree such date to be 3 days after the last Service Date.

Defects means an aspect of a Service that does not materially comply with its Specifications (subject to clause 7.1).

Discloser means the party providing or disclosing Confidential Information.

Dispute has the meaning given in clause 19.1.

Fees mean the amounts payable by Customer under this Agreement for the Services, calculated in accordance with the quote provided by the Supplier and any modification to the Fees pursuant to Change Control under clause 17.

Fee Review Method means the method the Fee is to be reviewed as per the Supplier's quotations, as agreed between the parties or if no such method is confirmed in writing the parties agree the fee is to be the current Fee multiplied by the greater of the following:

- (a) the current CPI and divided by the Previous CPI; and
- (b) 5%.

Force Majeure means:

- (c) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (d) pandemic or epidemic;
- (e) strikes or other industrial action, other than strikes or other industrial action of some or all of the Supplier's Personnel; and
- (f) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic,

but excludes any act or omission which occurs or arises (directly or indirectly) as a result of an action of the party seeking relief from the performance of its obligations under clause 18, its Personnel or (where that party is the Supplier) of the Supplier's subcontractor.

Further Term means the further term as per the Supplier's quotations, as agreed between the parties or if no such date is confirmed in writing the parties agree to the Further Term being 1 month.

Further Term Notice Period means the notice period as per the Supplier's quotations, as agreed between the parties or if the no such period is confirmed in writing the parties agree the period to be at least 1 week prior to the last day of the Term.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.

Insolvency Event means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.

Intellectual Property Rights means all present and future rights in relation to copyright, trade marks, designs, patents, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights and any other rights to registration of such rights whether created before or after the date of this Agreement, and whether in Australia or otherwise.

Law means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.

Material means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever.

No-Fault Notice Period means in relation to termination between the parties at no fault, the minimum timeframe such notice must be provided by. If not such date is confirmed in writing between the parties, the parties agree this notice period to be 14 days.

Notice has the meaning given in clause 24.1.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Personnel means a party's officers, employees, secondees, agents, consultants, contractors and subcontractors.

Previous CPI means the CPI number for the quarter last ending one year before the relevant Fee Review.

Privacy Laws means the *Privacy Act 1988* (Cth) (including the Australian Privacy Principles) and any other Laws relating to privacy or the handling of information about individuals whether in Australia or elsewhere, including the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Privacy and Data Protection Act 2014* (Vic).

Recipient means the party who receives Confidential Information from the Discloser.

Remedy Period means the period as per the Supplier's quotations, as agreed between the parties or if no such date is confirmed in writing the parties agree this date to be 7 days from the day the Customer notifies the Supplier of the defects in writing.

Service Date means the day when Services is to be provided, as per the Supplier's quotations or as agreed between the parties.

Services means the services as per the Supplier's quotations or as agreed between the parties.

Site means the site or premises for the delivery of the Services as per the Supplier's quotations or as agreed between the parties or as advised by Customer from time to time.

Specifications means the requirements agreed to by the parties before the date of this Agreement for the provision of the Services.

Standard Terms means these standard terms.

Supplier means Bayside Boutique Cleaning Pty Ltd ACN 673 483 835.

Tax Invoice has the meaning given in the GST Law.

Taxable Supply has the meaning given in the GST Law.

Taxes means all taxes, levies, rates, charges, imposts of any kind whatsoever, including withholding tax.

Term has the meaning given in clause 3 and as per the Supplier's quotations, as agreed between the parties or if no such date is confirmed in writing the parties agree the term is 1 month.

Use includes install, run, copy, distribute, support, maintain and anything reasonably incidental to such activities.

1.1 In this Agreement, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) "includes" means without limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a party includes its successors and permitted assigns;
 - (iii) a document includes all amendments or supplements to that document;
 - (iv) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, this Agreement;
 - (v) this Agreement includes all schedules and attachments to it;
 - (vi) an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (vii) a monetary amount is in Australian dollars;
- (g) an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day; and
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

2. ENGAGEMENT

2.1 The Customer hereby:

- (a) engages the for the Services subject to the Specifications;
- (b) agrees to pay the Supplier the Fees that become due and payable,

and the Supplier accepts the engagement.

- 2.2 This Agreement supersedes and replaces any prior agreements (whether written, oral or implied) entered into by the parties relating to the Services.

3. TERM

- 3.1 Supplier shall provide the Services from the Commencement Date to the Customer for the Term subject to the terms of this Agreement.

4. FURTHER TERM

- 4.1 The Customer must, prior to the expiry of the Further Term Notice Period, give written notice to the Supplier that:
- (a) It wishes to extend the Term for the Further Term (if any); or
 - (b) It wishes not to extend the Term and confirms the Services is to terminate on the expiry of the Term.
- 4.2 The Supplier agrees to provide the Services for a Further Term if:
- (a) The Customer provides a valid notice pursuant to clause 4.1(a); and
 - (b) The Customer is not in default under this Agreement.
- 4.3 If clause 4.2 applies, the terms and conditions of this Agreement applies on the following exceptions:
- (a) This clause 4 is deleted unless the parties agree in writing that a subsequent further term is to apply;
 - (b) The Fee for the Further Term must be determined in accordance with Fee Review Method. Despite anything to the contrary, the Fee payable after the fee review must be greater than the Fee prior to the fee review.

5. ROLLING AGREEMENT

- 5.1 The Customer acknowledges and agrees that if the Customer fails to provide a valid notice pursuant to clause 4.1, the Service continues on the same terms as this Agreement except on a month-to-month basis.
- 5.2 If clause 5.1 applies, the parties may terminate on one month's written notice.

6. CUSTOMER'S OBLIGATIONS

- 6.1 In relation to Services the Customer shall promptly provide to Supplier:
- (a) all information regarding the Customer's Business, which is either necessary to understand or give effect to the Specifications or is necessary to provide the Services; and
 - (b) access to the Site necessary to provide the Services, including to provide any Access Keys pursuant to clause 9.

7. SUPPLY OF SERVICES

- 7.1 The Supplier must supply the Services:
- (a) in a manner that the Supplier decides at the Site;
 - (b) on the Service Date or any other date as agreed;
 - (c) in accordance with the Specifications; and
 - (d) in accordance with all applicable Laws and standards,

except to the extent Supplier is prevented from doing so by delays directly caused by the

Customer's breach of this Agreement or other wrongful act or omission of the Customer (whether or not the Supplier has provided notice of that fact to the Customer) or is entitled to relief under clause 18 from its obligation to do so due to an event of Force Majeure.

- 7.2 The Services do not include services which are not specified as Services.

- 7.3 The Supplier warrants that, subject to clause 7.1:

- (a) all Services will:
 - (i) be performed with due care and skill, in a professional, efficient and safe manner;
 - (ii) be fit for the purpose for which they are supplied; and
 - (iii) comply with the Specifications and meet the requirements of this Agreement;
 - (iv) it and its Personnel will supply the Services in a good, proper and workmanlike manner and will exercise the standard of care, skill, judgment and diligence reasonably expected of a contractor experienced in the supply of the same or similar Services.

8. SUPPLIER'S PERSONNEL

- 8.1 The Supplier must ensure that its Personnel:
- (a) are competent and have all necessary and the skills, training, background and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them;
 - (b) behave in a professional and responsible manner at all times and perform the Services with due care and skill; and
 - (c) when accessing the Site, comply with any reasonable and lawful security, occupational health and safety and other policies and procedures specified by Customer from time to time.
- 8.2 The Supplier's Personnel are employees or contractors of the Supplier and are not employees or contractors of Customer. The Supplier is solely responsible for all of its Personnel and must comply with any Laws relating to the employment of its Personnel, including superannuation requirements, payment of tax instalment deductions and all Taxes including fringe benefits and payroll tax registration requirements, conditions on payment of wages, requirements to maintain records and payment of all remuneration (including salaries, wages, leave entitlements, superannuation and all other benefits).
- 8.3 If Customer becomes liable for any of the payments in clause 8.2, the Supplier indemnifies Customer from and against any Claims the Customer suffers, incurs or is liable for arising out of or in connection with such payments.

9. THE SITE AND ACCESS KEYS

- 9.1 In order to perform the Services, the Supplier and its Personnel requires access to the Site.
- 9.2 The Customer may provide the Supplier and its Personnel access to the Site by any method including:
- (a) Providing unlocked access to the Site during the Service Date; and

- (b) Providing the Supplier with Access Keys left onsite.
- 9.3 The Customer agrees to allow the Supplier and its Personnel access to the site, via any of the methods provided in clause 9.2, on the following conditions:
- (a) The Site remains at the Customer's risk at all times;
 - (b) The Customer is responsible for the security of the Site and any items on the Site;
 - (c) The Supplier and its Personnel is not liable for any losses suffered by the Customer in relation to the Supplier and its Personnel's access to the Site;
 - (d) The Customer indemnifies the Supplier and its Personnel from and against any Claim and losses arising out of or in connection with the Supplier's access to the Site.
- 9.4 If the Customer provides the Supplier with Access Keys in accordance with clause 9.3, the Supplier agrees:
- (a) to use the Site reasonably and only for the purpose of performing the Services;
 - (b) to take reasonable security measures to ensure any Access Keys are not provided to the any party other than the Supplier and its Personnel; and
 - (c) to notify the Customer immediately after it becomes aware of any risks to the security of the Site or the Access Keys.

10. DEFECTS

- 10.1 The Customer must notify the Supplier in writing of any Defects within the Defect Period. The Customer must provide sufficient evidence or details about the Defects in the notice.
- 10.2 Once the Supplier receives a notice satisfying clause 10.1, it endeavours to remedy the Defects so that it complies with the Specifications (subject to clause 7.1) within the Remedy Period.

11. INVOICING AND PAYMENT

- 11.1 The Supplier shall invoice Customer for the Fees at the times, and upon completion of the Services at each Service Date.
- 11.2 The Fees are exclusive of:
- (a) any disbursements incurred by the Supplier and the Supplier may charge the Customer for disbursements incurred in accordance with clause 11.3;
 - (b) any services that is outside of the scope of Services incurred in accordance with clause 11.4.
- 11.3 Disbursements
The Supplier may charge the Customer for reasonable equipment expense where the Customer requires the Supplier to provide Services at the Site using specified resources and/or equipment which the Supplier is not usually or required to provide under this Agreement.
- 11.4 Out of scope service fees
If the Customer instructs the Supplier in writing to attend to any services that does not fall within the Services, the Supplier will charge the Customer for the agreed fee to attend to any such out of scope service.
- 11.5 Payment

Customer will pay each invoice issued by the Supplier within 3 days from the date of receipt (which is the date the email with the invoice is sent to the Customer) of that invoice.

- 11.6 An invoice is deemed to be rendered if:
- (a) the amount claimed in the invoice is due for payment; and
 - (b) the invoice is a Tax Invoice in the proper form for the purposes of GST.
- 11.7 If Customer does not pay any Tax Invoice and there are monies outstanding at any time, the Supplier may suspend the provision of Services until such time as Customer pays all outstanding monies. The Supplier is not liable for any losses suffered by Customer when the Supplier exercises its rights under this clause.
- 11.8 Outstanding monies accrue interest at the rate of 12% per annum calculated daily and capitalized weekly until such time as the monies are paid. In an addition Customer is a liable to reimburse on demand all costs (on an indemnity basis) associated with the recovery of all monies due and payable but outstanding.

12. GST

The Fees are inclusive of all Taxes other than GST. If any supply under this Agreement is a Taxable Supply, then the party making the supply may, at the same time that an invoice is rendered for the agreed consideration for the Taxable Supply, recover the amount of GST payable on that Taxable Supply, subject to the issue of a valid Tax Invoice.

13. INTELLECTUAL PROPERTY

- 13.1 Each party shall retain ownership of their own Intellectual Property Rights.
- 13.2 For the purposes of performing the obligations under this Agreement, each party will grant the other a non-exclusive royalty free licence to use their respective Intellectual Property Rights during the Term. In the case of the Supplier, such licence is granted to the Customer to the extent as reasonably necessary for the Customer to receive the benefit of the Services and to exercise its rights, and in the case of the Customer, such licence is granted to the Supplier to the extent as reasonably necessary for the Supplier to perform the Services.
- 13.3 The parties agree that:
- (a) any Intellectual Property Rights in any works, ideas, concepts, designs, inventions, developments, improvements, systems or other material or information (Materials) developed by a party generally for use by the Company or developed by either party specifically for the Company (such as marketing collateral, blogs, training materials or website content) shall be owned by the Company; and
 - (b) any Intellectual Property Rights in any materials developed by the Practitioner generally for use by the Practitioner in the provision of Dentistry Services or to assist the Practitioner to provide the Dentistry Services shall be owned by the Practitioner.

14. CONFIDENTIALITY

- 14.1 The Recipient must keep confidential, and not disclose, any Confidential Information of the Discloser except:
- (a) as permitted under this Agreement;

- (b) with the prior written consent of the Discloser;
 - (c) on a confidential, "needs to know" basis, to the Recipient's officers, agents, professional advisers, auditors, employees, contractors, sub-contractors and insurers for the purposes of this Agreement; or
 - (d) where the Recipient is compelled to do so by Law, provided that it gives the other party written notice prior to disclosure.
- 14.2 The Recipient must only use the Confidential Information of the Discloser for the purpose for which it was disclosed and in connection with this Agreement.
- 14.3 The Recipient must:
- (a) maintain effective security measures to protect all Confidential Information in the possession or control of the Recipient from unauthorised access, use, copying or disclosure;
 - (b) notify the Discloser immediately in writing if the Recipient becomes aware of any anticipated, suspected or actual breach of this Agreement by the Recipient and take all reasonable steps required to prevent or stop that breach, at the Recipient's expense; and
 - (c) reasonably assist the Discloser in connection with any action or investigation by the Discloser regarding any anticipated, suspected or actual unauthorised disclosure or misuse of the Confidential Information by the Recipient.
- 15. PRIVACY**
- 15.1 The Supplier must, in respect of Customer Personal Information:
- (a) comply with Privacy Laws which apply to the Supplier; and
 - (b) comply with Privacy Laws which apply to the Customer (as if the Supplier were bound by those Privacy Laws in the same way and to the same extent as they apply to the Customer).
- 16. INDEMNITY**
- 16.1 Indemnities
- (a) Customer indemnifies the Supplier and its officers, employees and agents (**Indemnified Parties**) from and against any Claim which any of the Indemnified Parties pays, suffers, incurs or is liable for arising out of or in connection with:
 - (i) any breach or negligent performance or non-performance of this Agreement by the Customer;
 - (ii) the death or personal injury of any person except where the death, or personal injury is caused by the negligence or other wrongful act or omission of the Supplier or its Personnel in connection with the performance (or attempted or purported performance or non performance) of this Agreement or a breach of this Agreement;
 - (iii) any infringement, or alleged infringement, of a third party's rights (including Intellectual Property Rights, moral rights, misappropriation of a trade secret or a breach of confidence);
 - (iv) any court, tribunal or authority whatsoever determining that the Supplier is deemed an employee of the Customer under any law; and
 - (v) any wilful, unlawful or negligent act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation, to the extent caused or contributed to by any act or omission of the Customer or its Personnel.
- (b) The indemnities in this clause are continuing obligations of the Customer, independent from its other obligations under this Agreement and survive termination or expiry of this Agreement.
- 16.2 Liability
- (a) To the extent permitted by Law, neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party arising out of or in connection with this Agreement, whether arising under contract, in tort (including negligence) or otherwise.
- 17. CHANGE CONTROL**
- 17.1 Either party may by written notice (**Requesting Party**) to the other party (**Receiving Party**) request the Receiving Party to change the scope of the Services to be supplied under this Agreement (**Change Notice**).
- 17.2 Where the Requesting Party is the Customer within 20 Business Days of receiving a Change Notice, the Supplier will provide to Customer a written quotation (**Change Quotation**) which details:
- (a) the change as requested by the Change Notice;
 - (b) a change (if any) to the Fees; and
 - (c) the Specifications, time frames and operational requirements relating to the varied Services additional to but not inconsistent with those in the Change Notice.
- 17.3 Where the Requesting Party is the Supplier, the Change Notice will contain those things in 17.2.
- 17.4 Customer may by written notice to the Supplier:
- (a) accept the Change Quotation within 7 Business Days of receiving it;
 - (b) reject the Change Quotation at any time if that Change Quotation has not already been accepted; or
 - (c) require the Supplier to do the work as set out in the Change Notice in a reasonable time as agreed by the parties for:
 - (i) fees based on the rates usually charged by the Supplier in the ordinary course of its business; or
 - (ii) if clause 17.4(c)(i) is not applicable, reasonable fees having regard to the reasonable cost to the Supplier of effecting the change.
- 17.5 A variation to this Agreement does not take effect unless and until:
- (a) Customer accepts the Change Quotation under clause 17.2;

- (b) Customer requires the Supplier to effect the change under clause 17; or
- (c) the parties otherwise agree in writing to the varied terms and Fees.

18. FORCE MAJEURE

- 18.1 Delay in or failure of performance by a party does not constitute a breach of this Agreement by that party (other than any obligation on the part of the Customer to make a payment of Fees that are due and payable) if and to the extent that the delay or failure is caused by a Force Majeure, provided the party claiming Force Majeure:
- (a) gives notice to the other party within 7 days of the occurrence of the Force Majeure providing details of the Force Majeure and its anticipated likely duration and effect;
 - (b) continues to perform all unaffected obligations in accordance with this Agreement;
 - (c) use reasonable endeavours to overcome the effects of the Force Majeure as promptly as possible and gives written notice to the other party within 7 days of the cessation of the Force Majeure.
- 18.2 A party whose performance of its obligations under this Agreement is affected by a Force Majeure must take reasonable steps to mitigate the effects of the Force Majeure.
- 18.3 If a delay caused by Force Majeure
- (a) continues for more than 90 days, either party may terminate this Agreement by giving 21 days' written notice to the other party..

19. DISPUTE RESOLUTION

- 19.1 Neither party will commence court proceedings or action against the other party under or in connection with this Agreement (**Dispute**) (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute in accordance with this clause 19.
- 19.2 The parties will attempt to resolve any Dispute as follows:
- (a) either party may notify the other party in writing of the occurrence of a Dispute and the parties must meet within 5 Business Days or such other time as agreed to discuss and attempt to resolve the Dispute;
 - (b) failing resolution of the Dispute within 10 Business Days after the first meeting between the parties in accordance with clause 19.2(a), the parties may agree to refer the Dispute for mediation to be conducted in accordance with the Australian Disputes Centre (**ADC**) Mediation Guidelines and with a mediator as agreed by the parties or, failing agreement, as appointed by the CEO of the ADC. If the parties do not agree to do so, either party may commence legal proceedings.
- 19.3 The parties must continue to perform their obligations under this Agreement while any Dispute is being resolved in accordance with this clause 19, except that where the Dispute relates to an invoice, Customer may withhold payment of the disputed portion of the invoice until the Dispute is resolved.

20. TERMINATION

- 20.1 The parties may terminate this Agreement for any reason by providing written notice to the other party with at least the No-Fault Notice Period.
- 20.2 The Supplier may terminate this Agreement immediately upon written notice to the Customer), if:
- (a) the Customer breaches any obligation under this Agreement which is capable of remedy, and does not remedy that breach within a reasonable time of receipt of a notice from the Customer specifying the breach and requiring it to be remedied;
 - (b) the Customer commits a material breach of this Agreement which is incapable of remedy;
 - (c) the Customer does anything that materially damages or is likely to materially damage the brand or reputation of the Supplier;
 - (d) the Customer commit any act of fraud or dishonesty in relation to this Agreement; or
 - (e) an Insolvency Event occurs in relation to the Customer.
- 20.3 If the Customer fails to pay amounts due under this Agreement which are:
- (a) the subject of tax invoices complying with this Agreement;
 - (b) due and payable in accordance with this Agreement;
 - (c) not the subject of a dispute under clause 19; and
 - (d) overdue for a period of at least 14 days, then the Supplier may:
 - (e) issue a demand to the Customer stating that the amount is overdue; and
 - (f) if the amount due has not been paid within 5 business days of service of the Supplier's demand, terminate this Agreement on 7 days' written notice to the Customer in which case the Customer shall be liable to the Supplier for the balance of the Fees that are due and payable at that time.

- 20.4 The Customer may terminate this Agreement immediately upon written notice to the Supplier, if an Insolvency Event occurs in relation to the Supplier.
- 20.5 Clause 20.4 constitute the Customer's sole and exclusive right to terminate the Agreement. Without limiting clause 20.4 of this Agreement, the Customer acknowledges and agrees that it may not terminate this Agreement or any of the licences granted under this Agreement except in accordance with clause 20.4 of this Agreement, and to the maximum extent permitted by law irrevocably and unconditionally waives any and all rights it may have or in the absence of clause 20.4 of this Agreement would have had to terminate or suspend the performance of this Agreement or any of the licences granted under this Agreement.
- 20.6 Within 7 days following the termination of this Agreement for any reason the Customer must pay to the Supplier any Fees due and payable at the date of such termination in respect of Services which have been provided before the termination of this Agreement.
- 20.7 Nothing in this Agreement, including the payment of Fees under clause 20.6, limits or abrogates the Suppliers right to sue for damages where it has terminated this Agreement.
- 21. Consequences of termination**
- 21.1 As soon as practicable after expiry or termination of this Agreement, the Supplier must:
- (a) return to Customer all copies of all of the Customer's Confidential Information and Access Keys in its possession or control;
 - (b) provide such services as Customer reasonably requests to achieve an orderly, uninterrupted transition of the supply of the relevant Services or Deliverables to Customer.
- 21.2 Clauses 13, 14, 15, 16, 19, and 21 continue after termination or expiry of this Agreement.
- 22. SUBCONTRACTING**
- 22.1 The Customer acknowledges and agrees that the Supplier may subcontract any of its rights or obligations under this Agreement without Customer's prior written consent.
- 23. NOTICES**
- 23.1 Any notice, demand, invoice, process or other communication relating to this Agreement (**Notice**) must be in writing in English and must be given to the other party's contact representative as notified to it by the other party from time to time.
- 23.2 A Notice may be given by being:
- (a) personally delivered to a party;
 - (b) left at the party's current delivery address for service;
 - (c) sent to the party's current postal address for service by pre-paid ordinary mail; or
 - (d) sent by email to the party's current email address for Notices.
- 23.3 Subject to clause 24.4, a Notice is given:
- (a) if posted:
 - (i) within Australia to an Australian postal address, 3 Business Days after posting; or
 - (ii) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, 10 Business Days after posting; or
 - (b) if sent by email, on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. A Notice given under clauses 19 or 20, must not be given only by email.
- 23.4 If a Notice is given:
- (a) after 5:00pm in the place of receipt; or
 - (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,
- it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.
- 24. GENERAL**
- 24.1 Assignment
- (a) The Supplier must not assign or novate any of its rights or obligations under this Agreement without Customer's prior written consent (which will not be unreasonably withheld).
 - (b) Customer may, on reasonable notice to the Supplier, assign or novate this Agreement to another party without the approval of the Supplier.
 - (c) Any assignment of this Agreement will be on the basis that the assignee signs a deed which makes it take up the obligations of the assigning party as if it were a party to this Agreement.
- 24.2 Relationship
- Nothing in this Agreement gives rise to any relationship of agency, partnership, employment or otherwise between the parties.
- 24.3 Entire agreement
- This Agreement constitutes the entire agreement between the parties in connection with their respective subject matter and supersedes all previous agreements or understandings between the parties in connection with the relevant subject matter.
- 24.4 Further assurance
- Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under this Agreement.
- 24.5 Inconsistency
- In the event of any inconsistency between:
- (a) any special conditions specified in writing between the parties;
 - (b) these Standard Terms;
 - (c) the Schedules; and
 - (d) any attachments,
- the document listed first in this clause 24.5 will prevail to the extent of the inconsistency.
- 24.6 Waiver
- No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it.
- 24.7 Variation
- No variation of this Agreement is effective unless made in writing and signed by each party.

24.8 Governing law

This Agreement is governed by the laws of Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland.

24.9 Counterparts

This document may consist of a number of counterparts whether signed electronically or via paper and, if so, the counterparts taken together constitute one document.

