

1. Definitions

- 1.1. "Contractor" means Spectrum Electrical & Data Pty Ltd, its successors and assigns, or any person acting on behalf of, and with the authority of, Spectrum Electrical & Data Pty Ltd.
- 1.2. "Client" means the person/s ordering the Works as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3. "Works" means all Works or Materials provided by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).
- 1.4. "Price" means the Price payable for the Works as agreed between the Contractor and the Client in accordance with clause 4 below.

2. Acceptance

- 2.1. The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts provision of any Works.
- 2.2. These terms and conditions may only be amended with the Contractor's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Contractor.
- 2.3. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Change in Control

- 3.1. The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.

4. Price and Payment

- 4.1. At the Contractor's sole discretion, the Price shall be either:
 - (a) as indicated on invoices provided by the Contractor to the Client in respect of Works provided; or
 - (b) the Contractor's quoted Price (subject to clause 4.2) which shall be binding upon the Contractor provided that the Client shall accept the Contractor's quotation in writing within thirty (30) days.
- 4.2. The Contractor reserves the right to change the Price:
 - (a) if a variation to the Works originally scheduled (including any applicable designs, plans and/or specifications) is requested; or
 - (b) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, obscured site defects such as underground locations, in internal or external walls or cavities, which may also require remedial work (e.g. poor existing wiring, etc.), health hazards and safety considerations (such as the discovery of asbestos), prerequisite work by any third party not being completed, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring/cablings, etc.) which are only discovered on commencement of the Works; or
 - (c) in the event of increases to the Contractor in the cost of labour or Materials, which are beyond the Contractor's control.
- 4.3. At the Contractor's sole discretion, a deposit may be required.
- 4.4. Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be:
 - (a) thirty (30) days following the end of the month in which an invoice is given to the Client by the Contractor;
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor.
- 4.5. Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to three percent (3%) of the Price), or by any other method as agreed to between the Client and the Contractor.
- 4.6. Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any provision of Works by the Contractor under this contract, or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price, except where they are expressly included in the Price.

5. Provision of the Works

- 5.1. Subject to clause 5.2, it is the Contractor's responsibility to ensure that the Works start as soon as it is reasonably possible.
- 5.2. The Works commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Contractor claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Contractor's control, including but not limited to any failure by the Client to:
 - (a) make a selection; or
 - (b) have the site ready for the Works; or
 - (c) notify the Contractor that the site is ready.
- 5.3. At the Contractor's sole discretion, the cost of delivery is included in the Price.
- 5.4. The Contractor may provide the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.5. Any time specified by the Contractor for provision of the Works is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Client as a result of provision being late. However, both parties agree that they shall make every endeavour to enable the Works to be provided at the time and place as was arranged between both parties. In the event that the Contractor is unable to provide the Works as agreed solely due to any action or inaction of the Client then the Contractor shall be entitled to charge a reasonable fee for re-providing the Works at a later time and date.

6. Risk

- 6.1. If the Contractor retains ownership of the Materials under clause 12 then:
 - (a) where the Contractor is providing Materials only, all risk for the Materials shall immediately pass to the Client on delivery, and the Client must insure the Materials on, or before, delivery. If any of the Materials are damaged or destroyed following delivery, but prior to ownership passing to the Client, the Contractor is entitled to receive all insurance proceeds payable for the Materials. The production of these terms and conditions by the Contractor is sufficient evidence of the Contractor's rights to receive the insurance proceeds without the need for any person dealing with the Contractor to make further enquiries. If the Client requests the Contractor to leave Materials outside the Contractor's premises for collection, or to deliver the Materials to an unattended Site, then such Materials shall be left at the Client's sole risk. At the Contractor's sole discretion, the cost of delivery is included in the Price. Delivery of the Materials shall be deemed to have taken place immediately at the time that either:

- (i) the Client (or the Client's nominated carrier) takes possession of the Materials at the Contractor's premises; or
 - (ii) the Materials are delivered by the Contractor (or the Contractor's nominated carrier) to the Client's nominated delivery site (even if the Client is not present at the site).
- (b) where the Contractor is to both provide and install Materials, then the Contractor shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client.
- 6.2. The Client warrants that any structure/s to which the Materials are to be affixed are able to withstand the installation of the Materials and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Materials once installed. If, for any reason (including the discovery of asbestos, defective or unsafe wiring, or dangerous access to roofing), the Contractor reasonably forms the opinion that the Client's premises is not safe for the Works to proceed then the Contractor shall be entitled to delay the Works (in accordance with the provisions of clause 5.2 above) until the Contractor is satisfied that it is safe for the Works to proceed.
- 6.3. The Client acknowledges that the Contractor is only responsible for parts that are replaced by the Contractor, and in the event that other components/goods, subsequently fail, the Client agrees to indemnify the Contractor against any loss or damage to the Materials, or caused by the Materials, or any part thereof howsoever arising.
- 6.4. In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Client, the Client agrees to indemnify the Contractor against any additional costs incurred with such relocation. All such variances shall be invoiced in accordance with clause 4.2.
- 6.5. The Client acknowledges that in the event that the Contractor is requested by the Client to perform a temporary repair, the Client accepts that the repair is temporary and the Contractor offers no guarantee against reoccurrence, effectiveness or further damage.
- 6.6. Where the Contractor gives advice or recommendations to the Client (or the Client's agent) in regards to the Works, including specific instructions regarding the repair or use of the Materials/equipment and such advice or recommendations are not acted upon then the Contractor shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Works, which will be completed at the risk and liability of the Client.
- 7. Accuracy of Client's Plans and Measurements**
- 7.1. The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Contractor accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 8. Care of Materials**
- 8.1. The Contractor may at its discretion notify the Client that it requires to store at the worksite Materials, fittings, or plant and tools required for the Works, in which event the Client shall supply the Contractor a safe area for storage and shall take all reasonable efforts to protect all items so stored from possible destruction, theft or damage. In the event that any such items are destroyed, stolen or damaged then the cost of repair or replacement shall be the Client's responsibility.
- 9. Access**
- 9.1. The Client shall ensure that the Contractor has clear and free access to the nominated site at all times to enable them to undertake the Works. The Contractor shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Contractor.
- 10. Compliance with Laws**
- 10.1. The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any work health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 10.2. The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.
- 10.3. The Works will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with the Australian and New Zealand Wiring standards.
- 11. Underground Locations**
- 11.1. Prior to the Contractor commencing the Works the Client must advise the Contractor of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 11.2. Whilst the Contractor will take all care to avoid damage to any underground services the Client agrees to indemnify the Contractor in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.
- 12. Title**
- 12.1. The Contractor and the Client agree that the Client's obligations to the Contractor for the provision the Works shall not cease (and ownership of the Materials shall not pass) until:
- (a) the Client has paid the Contractor all amounts owing to the Contractor; and
 - (b) the Client has met all other obligations due by the Client to the Contractor in respect of all contracts between the Contractor and the Client.
- 12.2. Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Contractor's ownership or rights in respect of the Materials, and this contract, shall continue.
- 12.3. It is further agreed that, until ownership of the Materials passes to the Client in accordance with clause 12.1:
- (a) the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to the Contractor on request.
 - (b) the Client holds the benefit of the Client's insurance of the Materials on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed. The production of these terms and conditions by the Contractor shall be sufficient evidence of the Contractor's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with the Contractor to make further enquiries.
 - (c) unless the Materials have become fixtures the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Materials are kept and recover possession of the Materials.

- (d) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of the Contractor.
- (e) The Client may commence proceedings to recover the Price notwithstanding that ownership of the Materials has not passed to the Client.

13. Personal Property Securities Act 2009 (“PPSA”)

- 13.1. In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 13.2. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials, and/or any monetary obligation of the Client to the Contractor for Works, previously provided (if any), and that will be provided in the future, by the Contractor to the Client.
- 13.3. The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 13.2(a)(i) or 13.2(a)(ii);
 - (b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Works in favour of a third party without the prior written consent of the Contractor.
- 13.4. The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 13.5. The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 13.6. The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 13.7. Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 13.8. The Client shall unconditionally ratify any actions taken by the Contractor under clauses 13.2 to 13.5.
- 13.9. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

14. Security and Charge

- 14.1. In consideration of the Contractor agreeing to provide the Works, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 14.2. The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.
- 14.3. The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.

15. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 15.1. The Client must inspect the Works on completion and must, within seven (7) days of such time, notify the Contractor in writing of any evident defect/damage, error or omission, shortage in quantity, or failure to comply with the description or estimate. The Client must notify any other alleged defect in the Works as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Contractor to inspect and/or review the Works provided.
- 15.2. Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (“**Non-Excluded Guarantees**”).
- 15.3. The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 15.4. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Contractor makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Works. the Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 15.5. If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.
- 15.6. If the Contractor is required to rectify, re-provide, or pay the cost of re-providing the Works under this clause or the CCA, but is unable to do so, then the Contractor may refund any money the Client has paid for the Works but only to the extent that such refund shall take into account the value of Works which have been provided to the Client which were not defective.
- 15.7. If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defect or damage in the Materials is:
 - (a) limited to the value of any express warranty, or warranty card, provided to the Client by the Contractor at the Contractor's sole discretion;
 - (b) limited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Materials;
 - (c) otherwise negated absolutely.
- 15.8. Subject to this clause 15, returns will only be accepted provided that:
 - (a) the Client has complied with the provisions of clause 15.1; and
 - (b) the Contractor has agreed that the Materials are defective; and
 - (c) the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Materials are returned in as close a condition to that in which they were delivered as is possible.
- 15.9. Notwithstanding clauses 15.1 to 15.8, but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
 - (a) the Client failing to properly maintain or store the Works;
 - (b) the Client using the Works for any purpose other than that for which they were designed;
 - (c) the Client continuing to use the Works after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) interference with the Works by the Client or any third party without the Contractor's prior approval;
 - (e) the Client failing to follow any instructions or guidelines provided by the Contractor;
 - (f) fair wear and tear, any accident, or act of God.

- 15.10. The Contractor may (in its absolute discretion) accept non-defective Materials for return, in which case the Contractor may require the Client to pay handling fees of up to forty percent (40%) of the value of the returned Materials, plus any freight costs.
- 15.11. Notwithstanding anything contained in this clause if the Contractor is required by a law to accept a return then the Contractor will only accept a return on the conditions imposed by that law.

16. Intellectual Property

- 16.1. Where the Contractor has designed, drawn, written plans or a schedule of Works, or created any Materials for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and Materials shall remain vested in the Contractor, and shall only be used by the Client at the Contractor's discretion.
- 16.2. The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order, and the Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.
- 16.3. The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or Materials which the Contractor has created for the Client.

17. Default and Consequences of Default

- 17.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 17.2. If the Client owes the Contractor any money, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's contract default fee, and bank dishonour fees).
- 17.3. Further to any other rights or remedies the Contractor may have under this contract, if the Client has made payment to the Contractor by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.
- 17.4. Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the provision of Works to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.
- 17.5. Without prejudice to the Contractor's other remedies at law, the Contractor shall be entitled to cancel all, or any part, of any order of the Client which remains unfulfilled, and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

18. Cancellation

- 18.1. The Contractor may cancel any contract to which these terms and conditions apply, or cancel provision of Works at any time before the Works have commenced (or the Materials are delivered), by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to the Contractor for Materials already procured. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 18.2. In the event that the Client cancels this contract, or the provision of Works by the Contractor, the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 18.3. Cancellation of orders for Materials made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

19. Privacy Act 1988

- 19.1. The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Contractor.
- 19.2. The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 19.3. The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.
- 19.4. The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Works; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Works.
- 19.5. The Contractor may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 19.6. The information given to the CRB may include:
- (a) personal information as outlined in 19.1 above;
 - (b) name of the credit provider and that the Contractor is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);

- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Contractor has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of the Contractor, the Client has committed a serious credit infringement;
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 19.7. The Client shall have the right to request (by e-mail) from the Contractor:
- (a) a copy of the information about the Client retained by the Contractor and the right to request that the Contractor correct any incorrect information; and
 - (b) that the Contractor does not disclose any personal information about the Client for the purpose of direct marketing.
- 19.8. The Contractor will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.
- 19.9. The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 20. General**
- 20.1. The failure by the Contractor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Contractor's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2. These terms and conditions, and any contract to which they apply, shall be governed by the laws of Queensland, the State in which the Contractor has its principal place of business, and are subject to the jurisdiction of the Beenleigh Court in that State.
- 20.3. Subject to clause 15, the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price).
- 20.4. The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.
- 20.5. The Contractor may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 20.6. The Client agrees that the Contractor may amend these terms and conditions at any time. If the Contractor makes a change to these terms and conditions, then that change will take effect from the date on which the Contractor notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Contractor to provide any Works to the Client.
- 20.7. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 20.8. The Client warrants that it has the power to enter into this contract and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this contract creates binding and valid legal obligations on it.