TERMS AND CONDITIONS

BACKGROUND

A You require the performance of the Services set out in the Details and detailed in Schedule 1.

B We possess the required skill, expertise and licences to perform the Services.

C You agree to appoint Us to perform the Services, and We agree to accept that appointment, on the terms and conditions of this Agreement.

D The Parties agree that nothing in this Agreement creates a partnership, joint venture, fiduciary relationship, agency or other relationship except for the contractual relationship set out in this Agreement.

E The Parties acknowledge that there is no guarantee or assurance of any particular volume of business under this Agreement.

TERMS & CONDITIONS

This Agreement sets out the terms upon which You engage Us to provide the Services.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Act means the *Corporations Act 2001* (Cth).

Agreement means this agreement including the Details and any of its schedules and annexures.

Applicable Law means:

(a) In New South Wales, the Property and Stock Agents Act 2002 (NSW);
(b) In the *Australian* Capital Territory, the *Agents Act 2003* (ACT);
(c) in Victoria, the Estate Agents Act 1980 (Vic);
(d) in Western Australia, the Real Estate and Business Agents Act 1978 (WA);
(e) in Queensland, the Property Occupations Act 2014 (Qld);
(f) in South Australia, the Land Agents Act 1994 (SA);
(g) in Tasmania, the Property Agents and Land Transactions Act 2016 (Tas); and
(h) in the Northern Territory, the Agents Licensing Act 1979 (NT).

Business means the business set out in the Details.

Business Day means any day except a Saturday, Sunday or public holiday in the Jurisdiction.

Commencement Date means the commencement date in the Details.

Confidential Information includes any information which is designated or marked as confidential and any information which the other Party knows or ought to reasonably know should be treated as confidential and includes:

(a) names and contact details of the Party's customers, clients, employees, contractors and suppliers and their personnel and all supplier lists or databases;

(b) the terms of this Agreement;

(c) any information relating to the contractual and other arrangements and relationships relating to the Party, including pricing and other financial information, strategic, business and marketing plans, tenders and any contract proposals and other information with actual or potential commercial value to the other Party;

(d) information relating to the Party's business methods and processes including its organisational structures (including information regarding the skills and remuneration of its personnel) and policies and procedures;

(e) trade secrets, inventions, formulas, know-how, improvements and discoveries, manuals and technical documentation, research and development relating to the Party and the Party's business.

Contracted Staff means the personnel recruited and supplied by Us to You under this Agreement.

Expenses means the costs incurred by Us on Your behalf which are required for carrying out the Services.

GST has the same meaning given to it and 'goods and services tax' in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means**:**

(a) in the case of an individual, partnership or trust:
   i. the commission of an act of bankruptcy by a person under any legislation;
   ii. the entering into of any arrangement, or the transfer of any assets, for the benefit of creditors;
   iii. an admission from the Party that any debts of the Party cannot be repaid; or
   iv. anything analogous or of substantially the same effect to any of the events described above; and

(b) in the case of a corporation:
   i. the Party becomes an externally administered body corporate under the Act;
   i. steps are taken by any person towards making the Party an externally administered body corporate under the Act; or
   ii. the Party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Act.

Invoice Date means the invoice date set out in the Details.

Jurisdiction means the jurisdiction set out in the Details.

Our Fee means the fee paid by You to Us as set out in the Details and amended from time to time.

Party means a party to this Agreement and **Parties** means all of them together.

Payment Date means the payment date set out in the Details

Properties Under Management means Your properties under management as set out in the Details

Qualifying Services means those services that contribute to your qualification and retention of membership, and relate to services of an ongoing scope of work that are supplied, and invoiced, every month.

Renewal Period means the renewal period set out in the Details.

Services means the services to be provided under this Agreement as set out in the Details and detailed in Schedule 1.

Term means the term set out in the Details plus any Renewal Periods.

WHS Legislation means:

(a) where the Services are performed in the Australian Capital Territory, the *Work Health and Safety Act 2011 (*ACT), the *Crimes Act 1900* (ACT), and the *Work Health and Safety Regulation 2011* (ACT);
(b) where the *Services* are performed in New South Wales, the *Work Health and Safety Act 2011* (NSW), and the *Work Health and Safety Regulation 2017* (NSW);
(c) where the Services are performed in Victoria, the *Occupational Health and Safety Act* 2004 (Vic), and the *Occupational Health and Safety Regulations 2017* (Vic); and
(d) where the Services are performed in Western Australia, the Work Health and Safety Act 2020 (WA), and the Occupational Safety and Health Regulations 1996 (WA);
(e) (f) where the Services are performed in Queensland, the Work Health and Safety Act 2011 (Qld), and the Work Health and Safety Regulation 2011 (Qld);
(f) where the Services are performed in South Australia, the Work Health and Safety Act 2012 (SA), and the Work Health and Safety Regulations 2012 (SA);
(g) where the Services are performed in Tasmania, the Work Health and Safety Act 2012 (Tas), and the Work Health and Safety Regulations 2012 (Tas); and
(h) where the Services are performed in the Northern Territory, the Work Health and Safety (National Uniform Legislation) Act 2011 (NT), and the Work Health and Safety (National Uniform Legislation) Regulations 2011 (NT).

Your Jurisdiction means your jurisdiction as set out in the Details.

2 SERVICES

2.1 Engagement

You engage Us to perform the Services in relation to Your Business on the terms and conditions of this Agreement.

2.2 Period

(a) This Agreement commences on the Commencement Date and continues for the Term.

(b) This Agreement will automatically renew for the Renewal Periods, unless either Party provides the other Party with a written termination notice at least 90 days before the expiry of the then current Term.

2.3 Non-exclusive

You acknowledge that We conduct Our services business across numerous clients. We may accept appointment from other entities to provide services to them on similar or different terms.

2.4 Interactions

(a) We operate an online support ticketing system as our shared interaction to support the provision of the Services to You. This enables Us to track, prioritise and report requests from Your team. You agree;

i. all requests will be logged via email to our support ticket system via support@trustdfigures.com ; and

ii. Our communication to you will be via email from our ticketing system; and

iii. while Our phone number is provided, You will not utilise this, or any other provided number, for day to day communications with Our team. This phone number is provided for escalations or discussions with Our management team; and

iv. We may escalate a support ticket, at Our discretion, at which time we may contact Your team member via telephone to discuss the request.

(b) We will exercise all tasks in an independent manner. You agree;

i. this includes, but is not limited to, arrival and departure times, format of finished product and location of work; and

ii. We may assign any of Our team to provide services to You, and that Our regular practice is to periodically rotate Our team in provision the Services to each of Our clients; and

iii. while Our team will make best efforts to abide by Your usual standards and business practices, we may elect to operate under Our own methodology; and

iv. We may subcontract any part of the Services without Your prior written consent; and

v. We may offer recommendations to You on business practice efficiency or other operational measures.

3 FEE / INVOICING

In consideration for delivering the Services, You will pay Us Our Fee on the Payment Date.

3.1 Setup Fee

(a) When you first commence with Us, or you change services with Us, We will invoice a fee to conduct the necessary setup and reviews of your systems and data and to establish connected systems with You. This fee permits us to keep Our subsequent monthly ongoing fees as low as possible. The degree of activity involved can be influenced by Your specific circumstances and will have been established in Our discussions with You, or We may set a nominal fee based on Our experience. This includes such items as;

i. establishing setup information for You and your team within our systems

ii. establishing and confirming login access as required to your systems, banking, etc.

iii. reviewing your key account information (eg Initial review/audit of Your trust account, setup of Your trust, bond account balances, etc.)

3.2 Fee Modifications

(a) Our fees increase each year in alignment with the most recent annual increase in CPI in the Jurisdiction. These changes are applied at the commencement of Your Renewal Period and do not require prior notice.

(b) We may increase the fixed monthly fees if Your active properties under management increases by >10% for portfolios over 1,000 properties or > 25% for portfolios of 1,000 or less.

(c) We may review our fee structures at each Renewal Period. Where We deem a change to our fees is required We will discuss with You prior to invoicing a change made within this process.

(d) Otherwise, You must assume that all additions, alterations, changes of services or process changes requested will alter the time and cost of the Services. We will alert You to the details of these changes and cost estimates as soon as and if they arise.

(e) We reserve the right to modify our fees on one month prior notice to You in writing.

i. In any circumstances where We advise a change to fees is necessary, other than CPI increases or increases to Properties Under Management, You agree to review this with Us on a good faith basis to understand the rationale We provide. We will actively discuss with You to discover mutually agreeable solutions with a focus to not increase fees where possible. This may necessitate changes to Your processes in order to mitigate the issue.

ii. Should new fees remain applicable and;

1. We reach agreement - We will modify Our fees on the original provided notice.
2. We do not reach agreement - either Party may terminate this Agreement under clause 13.1

3.3 Expenses

(a) You will reimburse Us for any Expenses incurred on Your behalf.

(b) Any reasonable expenses attributed to providing the Services (including travel expenses) incurred by Us or our staff or agents may be invoiced fully. Where travel or accommodation costs are anticipated for travel more than 60km from Our office, We will authorise the estimated costs with You in advance

3.4 Invoice

(a) We will issue an invoice to You on the Invoice Date.

i. Pro-rata months - In situations where the monthly invoice period may not equate to a full month as of the Invoice Date, any fixed rate recurring charges are invoiced on a monthly pro-rata basis. This is based upon the fraction of included days in the month out of the total days in that month.

ii. Invoices are raised at the Invoice Date for work completed in that month. Predominantly this is in arrears with a minor number of days in advance.

(b) You must pay the invoice before the Payment Date.

(c) If You do not pay the invoice before the Payment Date, and We hold funds on Your behalf, You authorise Us to pay the invoice from the funds We hold on Your behalf on the Payment Date.

(d) If you do not pay the invoice by the Payment Date and We do not hold funds on Your behalf, You agree to Us recovering the unpaid invoice(s) as a debt due to Us, set-off the debt from any amount We may owe You and/or suspend the Services or refrain from providing any further Services subject to Our discretion.

(e) We reserve the right to apply a late payment fee on any overdue invoices under this Agreement at the rate of 10% per month plus the RBA daily cash rate, calculated daily.

(f) You are solely responsible for paying any debt recovery cost and legal fees in the event that a collection agency is engaged to collect unpaid invoices. These amounts may be invoiced by Us to You.

(g) All works produced by Us remain Our property until any outstanding invoices are paid, at which time those records and data revert to the ownership under the terms of this Agreement.

3.5 Referral Fees

You acknowledge that We may, from time to time, receive discounts, referral fees or commissions in connection with the Services ('Referral Fees'). You agree that You have no claim to the Referral Fees and the Referral Fees belong exclusively to Us.

4 MEMBERSHIP

4.1 Qualification and tenure

a) We offer You a membership, and associated benefits, based upon Your tenure in receiving Qualifying Services as Our client.

i) Your tenure equates to the number of consecutive months that such services have been provided, invoiced and paid.

ii) Your membership qualification eligibility only remains whilst these continuous services and payments continue.

iii) At each Invoice Date, after the first, Your tenure will increment by one month (provided it is not paused), and apply to that invoice. Your first invoice is issued with a tenure of zero.

b) Any applicable Qualifying Services are indicated in the Schedule 2 – Fees

4.2 Benefits and Tiers

a) Each membership tier that You achieve qualifies You to receive ongoing free annual training services.

i) Training services are to be conducted as mutually agreed between You and Us and may be applied as a discount to a larger training program. The membership training services will be provided by one of Our senior consultants or directors at Our discretion.

b) Your Membership qualification tiers are as indicated and apply the stated benefits;

i) **Silver membership** applies to a tenure of thirteen months or higher. (2 hours training annually)

ii) **Gold membership** applies to a tenure of twenty five months or higher. (4 hours training annually)

iii) **Platinum membership** applies to a tenure of thirty seven months or higher. (6 hours training annually)

c) Membership tier benefits do not aggregate. Training services must be utilised within 12 months of being awarded. Your membership applies as Your highest qualified tier only.

d) We may elect from time to time to make additional special offers to our tiers of members. No promise of additional offers is made or to be inferred.

4.3 Non-Transferable

a) Membership applies to Your account and is not possessed by Your directors, staff or agents. Membership is not transferable, including in circumstances where Your business or agency is purchased by another or Your directors, staff or agents may come to represent another company as a client of Ours.

4.4 Paused membership

a) Your membership and tenure is immediately paused for any duration that Qualifying Service delivery by Us is paused or suspended for any reason or where prior Qualifying Service invoices remain unpaid (as at each Invoice Date).

b) While membership is paused the benefits do not apply.

c) Where membership is paused for three consecutive months Your membership tenure is reset to zero.

d) Where, as a continuous customer, You resume receiving Qualifying Services and complete payment of any outstanding invoices, your membership will no longer be paused.

5 OUR OBLIGATIONS

5.1 Cooperation and information

We must, in performing the Services under this Agreement:

(a) accept any lawful instructions or direction from You whether given verbally or in writing and carry out that instruction properly and faithfully;
(b) carry out the Services to the standards set out in Schedule 1;
(c) conduct the Services, utilising Our own systems, processes, know-how and intellectual property in a timely and efficient manner;

(d) exercise the standard of skill, care and diligence in the conduct of the Services that would be reasonably expected of an appropriately qualified provider of the same or similar services.

(e) exercise the utmost good faith with due regard to Your interests;

(f) ensure that Our staff and agents cooperate with and assist You and at all times remain respectful and professional in their dealings with You;

(g) agree not to poach, solicit or seek to induce to employ any of Your staff, agents or contractors;

(h) maintain and renew as applicable all licences necessary for Us to carry out the Services, for which We are responsible;

(i) comply with all applicable legislation; and

(j) keep You fully and regularly informed about all matters affecting or relating to the Services.

5.2 In relation to Our interactions direct with Your clients, we will not:

(a) contact them without Your permission, and preferably Your direct involvement in the client interaction with Us;

(i) We will assist You to convey information to You relating to Your client's information or accounts where within the scope of the Services;

(b) be responsible to verify their information and details – including, but not limited to, their personal, contact or banking details.

(i) This includes verifying any details of theirs that they or You or any other party have shared with us, irrespective of the method the details were shared;

6 YOUR OBLIGATIONS

6.1 Cooperation and information

In order for Us to effectively deliver the Services, You will:

(a) co-operate with Us as We reasonably require;

(b) notify Us within one Business Day of any event, circumstance, communication, fact or thing that may affect or alter the nature of Your Business or the carrying out of Our Services;

(c) provide the information and documentation that We reasonably require;

(d) ensure that Your staff and agents co-operate with and assist Us and at all times remain respectful and professional in their dealings with Us;

(e) co-operate with Us as We reasonably require;

(f) notify Us within one Business Day of any event, circumstance, communication, fact or thing that may affect or alter the nature of Your Business or the carrying out of Our Services;

(g) provide the information and documentation that We reasonably require;

(h) ensure that Your staff and agents co-operate with and assist Us and at all times remain respectful and professional in their dealings with Us;

(i) maintain and renew as applicable all licences necessary for Us to carry out the Services, for which You are responsible;

(j) adopt all efficiency improvement suggestions that We may recommend, or otherwise accept this may lead directly to Our fees being raised;

(k) comply with all applicable legislation or otherwise accept all risk and responsibility in relation to any activity, task or process where this is considered a legislation breach, or risk there-of, whether advised by Us or not;

(l) be responsible over the accuracy of information pertaining to Your clients, including, but not limited to, their accounts, personal, contact or banking details;

  (i) You will verify the accuracy of and maintain this information Yourselves within Your property management or client database or other system, such that We may refer to it there rather than sharing the information with Us, or any other party sharing the information with Us, via email or other method;

  (ii) You acknowledge that this recommendation and responsibility is in place to assist to lower any risk of cyber-fraud, cyber-theft or similar occurrence;

  (iii) You will be responsible to conduct all interactions with Your clients;

(m) review, accept and authorise all transactions performed by Us in delivery of the Services, and acknowledge that this process is also in place as an accepted mitigation to any instance of cyber-fraud, cyber-theft or similar occurrence;

(n) make payment of all Fees and Expenses in a timely manner in accordance with clause 3; and

(o) be liable for any associated costs which are reasonably incurred by us in the event You do not comply with or delay to fulfil Your obligations as set out under clauses 6.1(a) to 6.1(n).

6.2 You agree not to poach, solicit or seek to induce to employ any of Our staff, agents or contractors

6.3 It is commonplace for Our clients to rationalise their staffing as they opt for outsourced services. Should You be considering staff or agent redundancy associated with Our supply of Services you may elect to discuss this confidentially with Our management team. While it is possible we may be seeking employees at the time, we make no assurance of this or offering to interview or employ your staff or agents.

6.4 Licence Requirements

(a) We will provide all facilities and services required to deliver the Services, excluding any services or activities that require a real estate licence.

(b) You agree that the Services are administrative in nature and You are required to be a licenced real estate agent in accordance with the Applicable Law ('Licence').

(c) You agree that any Services that relate to the trust account, or any account, operated under Your Licence will be performed by Us at Your risk, on Your behalf, under delegated authority from You.

7 INTELLECTUAL PROPERTY

7.1 Ownership of Intellectual Property

(a) We are the owner of the systems, processes, know-how, copyright and other proprietary rights used by Us in providing the Services.

(b) You are the owner of materials (such as data records, images, text, software code, designs and trademarks) provided by You to Us but excludes enhancements, processes, methods, designs and know-how, whether or not copyrightable or patentable, which were conceived, modified or utilised during the course of this engagement.

(c) You agree We may use all such items in Our business operations with other clients where said usage does not infringe Your intellectual property rights as described above.

8 PRIVACY

(a) You acknowledge and agree that You have complied with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles contained in that Act in relation to any personal information that You provide to Us, or allow Us to access.

(b) We will comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles contained in that Act when We deliver the Services.

(c) We agree to immediately notify You in writing if We become aware of an actual or suspected:

(i) eligible data breach;

(ii) privacy incident;

(iii) breach of Our obligations under this clause; or

(iv) claim by any person in relation to a breach or alleged breach of privacy,

and take such action as is reasonably directed by You.

9 LIABILITY

9.1 We and Our officers and employees will not be liable for any loss or damage suffered by You or to any person as a result of Us performing the Services and/or exercising Our authority and functions in accordance with this Agreement, except to the extent that We caused or contributed to any such loss or damage.

9.2 You agree:

(a) to ratify any action done by Us in the proper performance of Our obligations under this Agreement; and

(b) that You will provide Us the required access (for example systems, banking, etc) under Your own risk and that access may be shared amongst Our agents, and where any such access is provided to an individual it is agreed by You as access being provided to Us; and

(c) that You will be solely responsible for determining as to whether the Services are fit for Your purpose; and

(d) that you have not relied upon any representation made by Us, which has not been stated expressly in this Agreement; and

(e) that Our liability to You is governed solely by the *Australian Consumer Law* ("ACL") (and any other applicable consumer protection laws) and by this Agreement; and

(f) it is an acceptable solution, as the entire remediation, should We, at Our option, elect to provide any one or more of the following;

(i) the supply of the services again; or

(ii) the payment of the cost of having the services supplied again.

9.3 To the maximum extent permitted by law and apart from the warranties set out in the ACL, all other warranties of any kind in respect of the Services are excluded by this Agreement.

9.4 To the extent it is lawful, neither Party shall be liable to the other Party for any consequential loss suffered by the other Party which includes but is not limited to economic loss, data loss or loss of goodwill, turnover, profits or business.

10 INDEMNITY

10.1 You will indemnify and keep Us indemnified from and against all debts, demands, liabilities, costs, expenses, charges, actions, omissions, misrepresentations and judgments of any kind, or nature from anyone which We may at any time sustain or incur by reason of or arising in or about the conduct of the Services, except to the extent that We caused or contributed to any such loss or damage.

11 CONFIDENTIALITY

(a) None of the Parties may disclose to any person or use for either its own benefit or anyone else's benefit, any Confidential Information of another Party without that Party's prior written agreement.

(b) These obligations will apply during and after the term of this Agreement.

(c) Any and all proposals or work submitted by Us shall be considered Confidential Information.

(d) The obligations in this clause do not apply to disclosures where:

(i) the Party has given prior written authority to disclose the Confidential Information;

(ii) the Party wishing to disclose the Confidential Information is required to do so by law providing that that Party notifies the other Party of the requirement to do so as soon as practical and they disclose no more than is strictly required and take all reasonable steps to ensure that the disclosed Confidential Information will be treated confidentially; or

(iii) the Confidential Information has become public knowledge unless this is as a result of the disclosing Party's breach of these obligations; or

(iv) the Confidential Information was already known to the recipient at the time of disclosure; or

(v) the items were independently developed by personnel or agents of one Party without access to the confidential information or materials of the other.

12 SUSPENSION

12.1 Suspension by Us

(a) We may suspend the Services (or any part) at any time by giving notice in writing to You.

(b) If You receive a direction under clause 12.1(a), You agree to the immediate suspension of the performance of the Services or the relevant part.

12.2 Costs of Suspension

You acknowledge that:

(a) the suspension will entitle Us to be paid the actual costs directly incurred by Us as a result of the suspension; and

(b) We agree to take all reasonable steps to mitigate those costs.

12.3 Recommencement

Subject to clause 3.4(d) We agree to, as soon as reasonably practicable, recommence the carrying out of the Services (or any part) on receipt of a written notice from You requiring Us to do so.

13 TERMINATION

13.1 Your Right to Terminate

You may terminate this Agreement:

(a) immediately by giving written notice to Us to remedy a breach of this Agreement and We do not do so within 30 Business Days; or
(b) for any reason 30 days after a written notice of termination to Us; or
(c) If We become subject to an Insolvency Event.

13.2 Our Right to Terminate

We may terminate this Agreement:

(a) immediately by giving written notice to You to remedy a breach of this Agreement and You do not do so within 30 Business Days; or
(b) for any reason 30 days after a written notice of termination to You; or
(c) if You become subject to an Insolvency Event.

13.3 Procedure on Termination or on Expiry of term

Without affecting any other rights or obligations of the Parties (including in respect of any breach by a Party under this Agreement), upon termination or the expiry of this Agreement,

(a) We will hand to You or as directed by You, any records and information held by Us in respect of Your Business;
(b) We will account to You for all money held by Us;
(c) You will pay to Us all money owing to Us;
(d) You agree not to poach or solicit any of Our staff or contractors; and
(e) You and Us will take all available steps to avoid or minimise any costs, expenses, loss or damage to either Party resulting from the termination or expiry of this Agreement.

14 DISPUTE RESOLUTION

The Parties must use reasonable endeavours to resolve any dispute under this Agreement by taking the following steps:

(a) a Party may service notice on the other Party advising of a dispute (the 'Notice');
(b) senior managers of the Parties must meet within seven days of receipt of the Notice to attempt to resolve the dispute;
(c) if the dispute remains unresolved after 10 days of receipt of the Notice, the CEO or equivalent of each Party will meet to resolve the dispute within 30 days of receipt of the Notice;
(d) if the Dispute still remains unresolved the Parties will resort to mediation or other alternative dispute resolution methods; and

(e) if the Dispute remains unresolved, or a Party elects to move straight to expert determination in lieu of mediation or other alternative dispute resolution methods, the Parties will resort to expert determination and the opinion of the expert will be binding on the Parties,

(f) before they commence legal proceedings (except proceedings for interlocutory relief). Costs of any mediator or expert will be borne equally between the Parties.

15 NOTICE

15.1 Giving of notice

A notice or other communication required or permitted to be given by one Party to another under this Agreement must be in writing and:

(a) delivered personally; or

(b) sent by email to the email address of the addressee as may be specified by the addressee from time to time for the receipt of notices under this Agreement.

15.2 Service of notice

A notice or other communication under this Agreement is taken to have been given (unless otherwise proved):

(a) if delivered personally, when delivered on a Business Day, or otherwise on the next Business Day;

(b) if sent by email on the day of sending on a Business Day, or otherwise on the next Business Day.

15.3 Change of address

A Party may change its address or email address for service by giving notice of that change in writing to the other Parties.

16 INSURANCES

16.1 We agree to hold and keep current, at Our own cost, the following insurances:

(c) professional indemnity insurance;

(d) public liability insurance;

(e) cyber insurance;

(f) workers compensation; and

(g) any other insurances as required by law.

16.2 We agree to provide, on request by You, evidence of the insurances set out in clause 16.1.

17 GST

17.1 Payment of GST

(a) The fees, charges, taxes and Expenses payable under this Agreement do not include GST.

(b) If GST is payable on any supply made by a Party under or in connection with this Agreement, the consideration provided (or to be provided) for that supply will be increased by an amount equal to the GST liability properly incurred by the Party making the supply (the "GST Amount").

(c) The Party making the supply must promptly provide a tax invoice or receipt, which is in an approved form for GST purposes, for any supply for which the Party making the supply may recover GST.

(d) If a Party has incurred a cost on which GST is payable, that Party may claim the cost plus GST, unless the Party is entitled to an input tax credit in respect of such GST.

(e) Any GST Amount must be paid at the same time and in the same manner as the consideration on which the GST Amount is calculated. However, the Party receiving the supply is not required to pay the GST Amount until seven days after receiving a tax invoice.

18 SPECIAL CONDITIONS

The Special Conditions set out in the Details apply to this Agreement.

19 CONTRACT DOCUMENTS

The Agreement between You and Us comprises the Details, the Schedules, the Terms and Conditions and the Special Conditions. If there is an inconsistency between the documents constituting this Agreement, then the documents will prevail in the following order to the extent of any inconsistency:

(a) Special Conditions;

(b) Details (other than the Special Conditions);

(c) Terms and Conditions; then

(d) Schedules

20 GENERAL

20.1 Jurisdiction

This Agreement will be governed by the laws in force in the Jurisdiction and the Parties submit to the jurisdiction of the courts of the Jurisdiction.

20.2 Currency

Unless specifically agreed otherwise between the Parties, all monetary amounts contained in this Agreement are in Australian Dollars (AUD).

20.3 Assignment

(a) We may assign all of Our rights under this Agreement:

(i) without Your consent if the assignment is due to a restructure, sale, merger, acquisition, stock purchase, or any change in ownership; or

(ii) With Your consent in any other case, which You cannot unreasonably withhold.

(b) You may assign all of Your rights under this Agreement with Our consent.

20.4 Force Majeure

We will not be responsible for failure to perform the Services in a timely manner under this Agreement when such failure results from any of the following causes: Acts of God or public enemies, epidemic or pandemic, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious incident, strike labour trouble, third party provider system outage, or work interruption or any cause beyond Our reasonable control.

20.5 Amendments and Waivers

(a) This Agreement may be amended only by a written document agreed by the Parties that references this Agreement.

(b) You may request changes to the Services, or the method of delivery of the Services. However, We may accept or refuse the request in our absolute discretion.

(c) A waiver of a provision of this Agreement or a right or remedy arising under this Agreement, including this clause, must be in writing and signed by the Party granting the waiver.

(d) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.

(e) Failure by a Party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.

(f) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

20.6 Invalidity

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, it may be deleted or modified to the extent that is necessary and this Agreement will otherwise remain in force.

20.7 Counterparts

This Agreement may be signed in any number of counterparts and all those counterparts together make one instrument.

20.8 Entire Agreement

This Agreement constitutes the entire agreement between You and Us.