

# Vincent Fabrications and Maintenance Service Pty Ltd T/A Bacsoon Customising and Easyflow Drainage Solutions – Terms & Conditions of Trade

1. <b>Definitions</b>	6. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card- excluding American Express and Diners Card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Contractor.	advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by the Contractor;
1.1 "Contractor" means Vincent Fabrications and Maintenance Service Pty Ltd T/A Bacsoon Customising and Easyflow Drainage Solutions, its successors and assigns or any person acting on behalf of and with the authority of Vincent Fabrications and Maintenance Service Pty Ltd T/A Bacsoon Customising and Easyflow Drainage Solutions.	6.6 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.	(b) while the Contractor may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that the Contractor has given these in good faith, and are estimates.
1.2 "Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting the Contractor to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	6.7 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 supply by the Contractor under this or any other agreement for the sale of the Goods/shire of the Equipment. 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.	10.2 The Client shall be responsible for ensuring that the Goods ordered are suitable for their intended use.
1.3 "Goods" means all Goods or Services supplied by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	7. <b>Delivery of Goods/Equipment</b>	10.3 The Contractor reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases the Contractor will notify the Client in advance of any such substitution.
1.4 "Equipment" means all Equipment including any accessories supplied on hire by the Contractor to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by the Contractor to the Client.	7.1 Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that:	11. <b>Title To Goods</b>
1.5 "Price" means the Price payable (plus any GST where applicable) for the Goods and/or Equipment hire as agreed between the Contractor and the Client in accordance with clause 6 below.	(a) the Client or the Client's nominated carrier takes possession of the Goods/Equipment at the Contractor's address; or	11.1 The Contractor and the Client agree that ownership of the Goods shall not pass until:
1.6 "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999".	(b) the Contractor (or the Contractor's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.	(a) the Client has paid the Contractor all amounts owing to the Contractor; and
2. <b>Acceptance</b>	7.2 At the Contractor's sole discretion the cost of delivery is included in the Price.	(b) the Client has met all of its other obligations to the Contractor.
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 delivery of the Goods/Equipment.	7.3 The Contractor may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	11.2 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.
2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Contractor.	7.4 Any time specified by the Contractor for delivery of the Goods/Equipment is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods/Equipment to be delivered at the time and place as was arranged between both parties. In the event that the Contractor is unable to supply the Goods/Equipment as agreed solely due to any action or inaction of the Client, then the Contractor shall be entitled to charge a reasonable fee for redelivery and/or storage.	11.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 11.1:
2.3 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with the Contractor and it has been approved with a credit limit established for the account.	8. <b>Risk</b>	(a) the Client is only a bailee of the Goods and must return the Goods to the Contractor on request.
2.4 In the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, the Contractor reserves the right to refuse delivery.	8.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	(b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
2.5 The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Contractor reserves the right to vary the Price with alternative Goods as per clause 6.	8.2 If any of the Goods 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 Goods. 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.	(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand.
2.6 Any advice, recommendation, information, assistance or service provided by the Contractor in relation to Goods and Services supplied is given in good faith, is based on the Contractor's own knowledge and experience and shall be accepted without liability on the part of the Contractor and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Goods or Services.	8.3 If the Client requests the Contractor to leave Goods outside the Contractor's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.	(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor as it so directs.
3. <b>Electronic Transactions Act 2000</b>	8.4 Where the Contractor is required to install the Goods the Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and the Contractor shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.	(e) the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Goods are kept and recover possession of the Goods.
3.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	8.5 The Client acknowledges that:	(f) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred.
4. <b>Errors and Omissions</b>	(a) stainless steel is a textured material and can be of a porous nature. The Client accepts that products made from this material can rust and mark easily. The Client accepts that care should be taken to maintain the finish of and longevity of stainless steel products;	(g) the Client shall not charge or grant any encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Contractor.
4.1 The Client acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	(b) where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims used due to the difference in aluminium alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Goods; and	(h) the Contractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
4.2 (a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this contract; and/or	(c) Goods supplied may:	12. <b>Personal Property Securities Act 2009 ("PPSA")</b>
4.3 (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Contractor in respect of the Services.	(i) exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. The Contractor will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; and	12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
4.4 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of the Contractor, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.	(ii) expand, contract or distort as a result of exposure to heat, cold, weather; and	12.2 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 Goods/Equipment and/or collateral (account) – being a monetary obligation of the Client to the Contractor for Services – that have previously been supplied and that will be supplied in the future by the Contractor to the Client.
5. <b>Change in Control</b>	(iii) mark or stain if exposed to certain substances; and	12.3 The Client undertakes to:
5.1 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.	(iv) be damaged or disfigured by impact or scratching.	(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;
6. <b>Price and Payment</b>	8.6 The Client acknowledges and agrees that routine cleaning will prolong the original appearance of the stainless steel and provides maximum corrosion resistance when it is cleaned regularly. The Client further agrees that crevice corrosion (tea staining) may occur if dirt, grime and surface stains containing corrosive substances are left on the stainless steel surface. The frequency of cleaning required will depend on aesthetic requirements, severity of the environment, suitability of the stainless steel grade and surface finish for that particular environment, the presence or lack of heavy rains to clean the surface, and the design of the stainless steel.	(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
6.1 At the Contractor's sole discretion the Price shall be either:	8.7 The Client acknowledges that the Contractor is only responsible for parts that are replaced by the Contractor and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify the Contractor against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising.	(ii) register any other document required to be registered by the PPSA; or
6.2 (a) as indicated on any invoice provided by the Contractor to the Client; or	9. <b>Accuracy of Clients Plans and Measurements</b>	(iii) correct a defect in a statement referred to in clause 12.2(a)(i) or 12.2(a)(ii);
6.3 The Contractor reserves the right to change the Price if a variation to the Contractor's quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances such as a lack of or restricted access to the site, or as a result of increases to the Contractor in the cost of materials and labour) will be charged for on the basis of the Contractor's quotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by the Contractor within ten (10) working days. Failure to do so will entitle the Contractor to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	9.1 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.	(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 Goods/Equipment charged thereby;
6.4 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be:	9.2 In the event the Client gives information relating to measurements and quantities of the Goods required to complete the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or the Contractor places an order based on these measurements and quantities. The Contractor accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	(c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;
6.5 (a) on delivery of the Goods/Equipment;	10. <b>Specifications</b>	(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment and/or collateral (account) in favour of a third party without the prior written consent of the Contractor;
6.6 (b) by way of instalments/progress payments in accordance with the Contractor's payment schedule;	10.1 The Client acknowledges that:	(e) immediately advise the Contractor of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
6.7 (c) either fourteen (14) or thirty (30) days following the date of invoice or other form as being the date for payment; or	(a) all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in the Contractor's fact sheets, price lists or	12.4 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.
6.8 (d) 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.	(b) all other information provided by the Contractor.	12.5 The Client waives their rights as a grantor and/or a debtor under sections 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

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13.2	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.	17.1	<b>Cancellation</b> 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 supply of Goods/Equipment 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.	and burglary and all other usual risks and will affect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
13.3	The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorneys/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.	17.2	The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any money paid by the Client for the Goods/Equipment. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.	<b>Building and Construction Industry Security of Payments Act 1999</b>
14.	<b>Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</b>	17.3	In the event that the Client cancels delivery of the Goods/Equipment 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).	20.1 At the Contractor's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
14.1	The Client must inspect the Goods/Equipment on delivery and must within thirty (30) days of delivery notify the Contractor in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Client must allow the Contractor to inspect the Goods/Equipment.	17.4	Cancellation of orders for Goods/Equipment 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.	20.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.
14.2	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).	18.	<b>Privacy Act 1988</b>	<b>Service of Notices</b>
14.3	The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.1	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.	21.1 Any written notice given under this contract shall be deemed to have been given and received:
14.4	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 Goods/Equipment, the Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law.	18.2	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) by handing the notice to the other party, in person;
14.5	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.	18.3	(a) to assess an application by the Client; and/or	(b) by leaving it at the address of the other party as stated in this contract;
14.6	If the Contractor is required to replace the Goods under this clause or the CCA, but is unable to do so, the Contractor may refund any money the Client has paid for the Goods.	18.4	(b) to notify other credit providers of a default by the Client; and/or	(c) by sending it by registered post to the address of the other party as stated in this contract;
14.7	If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defect or damage in the Goods is:	18.5	(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) by sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
14.8	(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;	18.6	(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	(e) if sent by email to the other party's last known email address.
14.9	(b) limited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Goods;	18.7	The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit.	21.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
14.10	(c) otherwise negated absolutely.	18.8	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):	<b>Trusts</b>
15.	<b>Intellectual Property</b>	18.9	(a) the provision of Goods/Equipment; and/or	22.1 If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client covenants with the Contractor as follows:
15.1	Where the Contractor has designed, drawn or developed Goods/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Contractor. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Contractor.	19.	(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or	(a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
15.2	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.	19.1	(c) processing any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or	(b) the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
15.3	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 or Goods which the Contractor has created for the Client.	19.2	(d) enabling the collection of amounts outstanding in relation to the Goods/Equipment.	(c) The Client will not without consent in writing of the Contractor (the Contractor will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;
16.	<b>Default and Consequences of Default</b>	19.3	The Contractor may give information about the Client to a CRB for the following purposes:	(i) the removal, replacement or retirement of the Client as trustee of the Trust;
16.1	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.	19.4	(ii) any alteration to or variation of the terms of the Trust;	
16.2	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).	19.5	(iii) any advancement or distribution of capital of the Trust; or	
16.3	Further to any other rights or remedies the Contractor may have under this contract, if a Client has made payment to the Contractor, 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 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.	19.6	(iv) any resettlement of the trust property.	
16.4	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:	23.	<b>General</b>	
	(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;	23.1	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party'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.	
	(b) the Client has exceeded any applicable credit limit provided by the Contractor;	23.2	These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which the Contractor has its principal place of business, and are subject to the jurisdiction of the Gosford Courts in New South Wales.	
	(c) the Client becomes insolvent, 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	23.3	Subject to clause 14 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 of the Goods).	
	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	23.4	The Contractor may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.	
		23.5	The Client cannot licence or assign without the written approval of the Contractor.	
		23.6	The Contractor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Contractor's subcontractors without the authority of the Contractor.	
		23.7	The Client agrees that the Contractor may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Contractor to provide Goods to the Client.	
		23.8	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.	
		23.9	Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.	

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