



SERVICE AGREEMENT

1. PARTIES

- A. Pacific Marine Group (ABN 38 066 261 112) ("**Provider**"); and
- B. [Insert: Client name & ABN] ("**Client**").

	"Provider"	"Client"
Address for Notices	11-15 Sandspit Drive, South Townsville, Queensland 4810	[Insert]
Email	info@pacificmarinegroup.com.au	[Insert]
Nominated Representative & Contact Details	Kevin Chard (Kevin@pacificmarinegroup.com.au)	[Insert]

2. TERM

Commencement Date	[Insert]
Term	[Insert]

3. RATES & SERVICES PROVIDED BY CLIENT

Work scope:

- [i.e. to mobilise vessel]
- [i.e. number of personnel and rates]

Supplied by the Provider

Goods & Equipment	Quantity	Price Per Unit	Total Price
[Insert]			

Fuel Charges:

- [lump sum calculation]; or
- [at cost, based on usage net of the diesel fuel rebate]

4. SUPPLIED BY CLIENT

- [i.e. certain permits, goods and equipment]
-

6. PAYMENT

Invoicing	Frequency of bills: Monthly Payment terms: payment within 14 days of invoice date
Provider's Bank Account	Bank: [Insert] Account Number: [Insert] BSB: [Insert] Reference: [Insert]

BY SIGNING THIS AGREEMENT YOU AGREE TO BE BOUND BY PACIFIC MARINE GROUP'S STANDARD TERMS AND CONDITIONS ATTACHED AND VIEWABLE AT [HTTP://WWW.PACIFICMARINEGROUP.COM.AU/](http://www.pacificmarinegroup.com.au/). THESE TERMS AND CONDITIONS HAVE A LIMITING EFFECT ON OUR LIABILITY.

Provider	Client
..... Signature of authorised person Signature of authorised person
..... Name & Position (block letters) Name & Position (block letters)

Date:

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

"**Agreement**" means these Standard Terms and Conditions as well as the Service Agreement;

"**Client**" means the person identified as the Client in the Service Agreement;

"**Commencement Date**" is the Commencement Date specified in the Service Agreement;

"**Corporation**" has the same meaning as in the *Corporations Act 2001* (Cth) and any regulations made under it;

"**Event of Force Majeure**" means (but is not limited to) acts of God, wars (declared or undeclared), rebellions, insurrections, acts of terrorists, acts of Government bodies (including but not limited to legislative bodies, courts, executive and administrative officers or agencies), road closures, floods, cyclones, strikes, boycotts, lockouts or other labour disturbances, maritime disasters, explosions, fires or any other matters of a similar or dissimilar nature which are beyond the Providers reasonable control, or weather conditions that are so severe as to cause present or potential threats to personnel or equipment;

"**Goods**" means the goods set out in the Service Agreement and includes equipment and materials;

"**GST**" has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

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

"**Law**" includes the provision of any statute, rule, regulation, proclamation, ordinance or by-law including those amending, consolidating or replacing them;

"**Loss**" means any loss including any liability, cost, expense, claim, proceeding, action, demand or damage, whether directly or indirectly or consequentially or in any other way;

"**Master of Vessel**" meaning the person with control and management of any vessel(s) used in providing the Services;

"**Provider**" means the person identified as the Provider in the Service Agreement;

"**Representative**" meaning the nominated person listed as Representative in the Service Agreement;

"**Service Agreement**" means the agreement signed by the Client and the Provider which particularises the Services to be provided under the agreement and other specific matters;

"**Services**" means the services to be provided to Client under this Agreement;

"**Subcontractor**" means any person the Provider uses to perform part of the Services instead of it; and

"**Term**" means the term set out in the Service Agreement.

Interpretation

1.1 Headings are inserted for guidance and do not affect the interpretation of this Agreement;

1.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Brisbane, Queensland;

1.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day;

1.4 A reference in this Agreement to "dollars" or "\$" means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars;

1.5 A reference in this Agreement to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;

1.6 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement;

1.7 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;

1.8 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

1.9 A word which indicates the singular also indicates the plural and vice versa and a reference to any gender also indicates the other genders;

1.10 A reference to the word "include" or "including" is to be interpreted without limitation; and

1.11 any schedules and attachments form part of this Agreement.

2. GENERAL

The Services

2.1 This Agreement sets out the terms and conditions on which the Provider will provide the Services to the Client.

2.2 Unless otherwise agreed in writing by the Provider in accordance with part 5 the Provider is not obliged to carry out any activities for the Client other than the Services.

3. TERM

Term

3.1 This Agreement starts on the Commencement Date and will remain in force for the Term, unless terminated earlier or extended in accordance with this Agreement.

Extension of Term

3.2 The parties may agree to extend the Term of this Agreement by further periods of up to 12 months. Any extension must be agreed by the parties in writing not less than 15 days before the expiry of the then current Term.

4. THE SERVICES

Provision of Services

4.1 The Provider agrees to provide the Services in accordance with this Agreement. At all times during the Term, in performing the Services the Provider:

4.1.1 will use its best efforts in providing the Services with due skill and care, in accordance with applicable industry practices and the Provider's expertise;

4.1.2 will perform the Services in a timely manner in accordance with this Agreement;

4.1.3 will use reasonable care to ensure that each Subcontractor will use its best efforts to exercise the standard of skill, care and diligence that would be reasonably expected of a competent provider of the Services being provided by the Subcontractor;

4.1.4 will use its best endeavours to comply with reasonable directions from the Client to ensure minimal interference with the Client's operations;

4.1.5 will use reasonable care to ensure that any Goods provided by it in connection with the Services will be of merchantable quality and fit for the purposes described in this Agreement or otherwise made known to it by Client; and

4.1.6 will use reasonable care to ensure that the Services are performed in a workmanlike and professional manner using all reasonable care and skill by a sufficient number of suitably qualified personnel in the employment of the Provider.

Compliance with laws, policies and directions

4.2 At all times during the Term, the Provider will use its best efforts to do the following:

4.2.1 hold all authorisations, permits, certificates and licences required under any Law to perform the Services;

4.2.2 adhere to the requirements of any governmental authority to the extent it relates to the provision of the Services;

4.2.3 ensure that the Services comply with the requirements of all relevant Law applying to the performance of the Services, including those governing:

4.2.3.1 Maritime safety;

4.2.3.2 Work health & safety;

4.2.3.3 Occupational diving;

4.2.3.4 The environment; and

4.2.3.5 Vessel operations;

4.2.4 ensure that all of its company procedures, equipment and staff conform to the ISO 9001: ~~2008~~ 2015 Standard; and

4.2.5 conform with all applicable industry standards.

4.3 The Client is responsible for obtaining all permits, approvals or sanctions required to carry out the Services, which are not specifically allowed for in this Agreement.

Decision of the Master of the Vessel

4.4 If the Services are subject to sea conditions (including weather and tides) or safety considerations, the Master of the Vessel will have complete discretion and the final decision making power on safety and suitability of sea conditions for the performance of the Services and any other activities in connection with the Services.

4.5 The Master of the Vessel will reasonably exercise its decision making power outlined in clause 4.4.

4.6 Loss or expenses of the Client incurred as a result of any decision reasonably made by the Master of the Vessel is for the Client's account.

4.7 A decision by the Master of the Vessel will not constitute a breach of this Agreement.

5. VARIATIONS

Request for variation or additional Services

5.1 The Client may at any time with reasonable notice (at least 15 days) request that the Provider alter or provide additional Services. This request must be made in writing and include details of the proposed variation or additional Services to be performed.

Provider's discretion

5.2 The Provider at its full discretion may choose to accept or reject, in full or in part, any variation or request for additional Services.

Effect of variation

5.3 The Provider must provide written confirmation of acceptance of any variation or additional Services.

5.4 Unless otherwise agreed in writing between the parties, any variation or additional Services will be subject to this Agreement.

6. WARRANTIES

General warranties

6.1 Each party represents and warrants to the other on a continuing basis that:

- 6.1.1 it has full corporate power to enter into and give effect to this Agreement and to complete the transactions contemplated by this Agreement;
- 6.1.2 it has taken all necessary action to authorise the execution, delivery and performance of this Agreement; and
- 6.1.3 at the date of this Agreement, the execution, delivery and performance of this Agreement by it does not contravene any contractual, legal or other obligations that apply to it.

7. ROLE OF THE CLIENT

Provision of information

7.1 The Client agrees to provide the Provider with complete, accurate and reliable information and do anything reasonably requested by the Provider, to enable it to perform the Services.

7.2 The Client must provide additional information and documents as reasonably requested by the Provider from time to time.

Client's duties

7.3 The Client will comply with all of the relevant policies and procedures of the Provider and the Provider's reasonable directions.

7.4 The Client must provide the Provider with access to its equipment and site to enable it to perform the Services.

7.5 The Client will use its best endeavours not to interfere with or disrupt the usual business operations of the Provider.

8. FORCE MAJEURE

8.1 Neither party is responsible for any failure to perform its obligations under this Agreement to the extent it is prevented or delayed by an Event of Force Majeure in performing those obligations and provided notice is given in accordance with part 19.

Notification of Event of Force Majeure

8.2 Where there is an Event of Force Majeure, the affected party must immediately notify the other party giving full particulars of the Event of Force Majeure and if known, the probable extent to which it will be unable to perform or be delayed in performing that obligation.

Obligation to mitigate

8.3 The affected party must mitigate the consequences of the Event of Force Majeure as reasonably practicable and minimise any resulting delay in the performance of its obligations under this Agreement.

8.4 Neither party is relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to its failure to comply with its obligations under clause 8.3.

No obligation to settle

8.5 Without affecting the obligations of the affected party under this Agreement (including under clause 8.3), an affected party is not required to settle any strikes or industrial matters constituting an Event of Force Majeure if the affected party reasonably considers that to be inappropriate and a failure to do so will not be considered to be a matter within the affected party's control, or which it could have prevented, avoided or overcome, for the purpose of the definition of the Event of Force Majeure.

Expenditure

8.6 Notwithstanding any provision to the contrary in this part 8, in endeavouring to mitigate or overcome the consequences of the Event of Force Majeure, neither party will be required to expend more than reasonable sums of money having regard to the task to be performed. No regard will be taken of the particular financial circumstances of the party.

Resumption of performance

8.7 Upon completion of the Event of Force Majeure the affected party must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

No relief from pre-existing obligations

8.8 An Event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that Event of Force Majeure, nor does that Event of Force Majeure affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

9. PAYMENTS

Acceptance of rates and charges

9.1 By executing this Agreement, the Client accepts of the rates and charges contained in the Service Agreement.

Service payments

9.2 The Client will pay the Provider for providing the Services. The Client will make all payments to the Provider in accordance with the rates and charges set out in the Service Agreement. Unless otherwise provided in the Service Agreement, such rates and charges shall be fixed for the Term of this Agreement.

Invoices and payment

9.3 The frequency of invoicing and terms of payment are specified in the Service Agreement.

Set off

9.4 The Client must not set off any amount it owes the Provider under this Agreement against any amount that the Provider owes it under this Agreement or under any other agreement or arrangement with it.

10. SUBCONTRACTING

Client's consent

10.1 The Provider will not subcontract the whole of the Services but may subcontract parts of the Services if it has:

- 10.1.1 made a prior application in writing to the Client giving full particulars of the part of the Services it wishes to subcontract and of the proposed subcontractor; and
- 10.1.2 obtained the Client's written approval, which must not be unreasonably withheld or delayed.

10.2 Every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature for the benefit of the Provider or to which the Provider is entitled to under this Agreement must also be available and extend to protect:

- 10.2.1 all subcontractors;
- 10.2.2 every servant agent of the Provider and every other person by whom the Services or any part thereof are performed or undertaken; and
- 10.2.3 all persons who are or might be vicariously liable for the acts or omissions of any person referred to in clauses 10.2.1 or 10.2.2.

10.3 For the purpose of this part 10, the Provider is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons and each of them shall to this extent be or be deemed to be parties to this Agreement.

10.4 The Client agrees to indemnify the persons set out in clause 10.2 against any claim made by any person in connection with any Loss occurring at any time during the provision of the Services.

11. LIABILITY

Limitation of liability

11.1 Subject to this Agreement, the Provider is not liable for any Loss suffered by the Client or any other person, arising from or in any way connected with the provision of the Services, howsoever caused or arising, including without limitation Loss caused by the negligence of the Provider or its Representatives, except where there has been wilful and reckless misconduct by the Provider.

Consequential loss or damage

11.2 The Provider is in no circumstances whatsoever liable to the Client for any indirect, incidental or consequential Loss or damage, howsoever caused, arising from or in any way connected with the provision of the Services, including without limitation as a result of negligence, any:

- 11.2.1 loss of revenues;
- 11.2.2 interruption or loss of business;
- 11.2.3 loss of profits;
- 11.2.4 lost opportunities; or
- 11.2.5 contractual or other liabilities to third parties.

Australian Consumer Law

11.3 Notwithstanding anything contained herein, the Provider shall continue to be subject to any guarantee provided by the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law* as amended if and to the extent that that Act is applicable to this Agreement and prevents the exclusion, restriction and modification of such guarantees.

11.4 In all cases where liability of the Provider has not been excluded, whether by this Agreement, by statute or by international convention or otherwise, any liability of the Provider whatsoever and howsoever arising, including negligence, is limited at the option of the Provider, to:

- 11.4.1 \$100 or the value of the Goods lost at the time the Goods were received by the Provider, whichever is the lesser;
- 11.4.2 the supply of the Services again; or
- 11.4.3 the payment of the cost of having the Services supplied again.

12. INDEMNITY

12.1 The Client indemnifies the Provider and its Representatives against any and all Loss suffered or incurred by, or any claim brought against, the Provider or any of its Representatives arising from or in any way related to:

- 12.1.1 any Loss another person incurs which arises out of the performance of the Services by the Provider;
- 12.1.2 a negligent act or omission of, or the wilful misconduct of, the Client or any of its Representatives in connection with this Agreement;
- 12.1.3 a claim, demand, suit, action or proceeding by a third party arising from an act or omission of the Client or any of its Representatives in connection with this Agreement, whether negligent or not, including but not limited to:
 - 12.1.3.1 claims by any third party against the Provider in respect of personal injury or death; or
 - 12.1.3.2 loss of or damage to physical property;
- 12.1.4 a breach of this Agreement by the Client;
- 12.1.5 a claim, demand, suit, action or proceeding by a third party alleging that the Goods and/or the Services, or their use by or for any member of the Provider, infringes the intellectual property rights of any person.

13. LIEN**Right to lien**

13.1 Without prejudice to the rights of the Provider at common law, the Provider will have a lien over any of the Client's Goods and any related documents in its possession, as security for payment of any money the Client owes the Provider or which may become due to the Provider by the Client whether in respect of this or any other Agreement between the parties.

Exercise of lien

13.2 If the monies due to the Provider have been due and owing for a period of at least six (6) months, the Provider may give notice in writing to the Client stating that the Provider intends to sell the Goods unless the Client pays such amount within one (1) month after the serving of such notice.

13.3 Such notice shall be given in accordance with part 19 of this Agreement.

13.4 If the lien referred to in clause 13.1 is not satisfied by the payment of the monies due to the Provider within one (1) month after notice has been given to the Client, the Provider may, without further notice to the Client, sell the Goods by public auction upon the expiration of fourteen (14) days from the placement of an advertisement in a local daily newspaper at least once per week for two (2) consecutive weeks.

13.5 The Provider shall apply the net proceeds of the sale towards the discharge of the lien referred to in clause 13.1 and costs of the sale and the Provider shall not be liable to the Client or any person for any Loss or damage thereby caused.

13.6 All outstanding charges and expenses arising in connection with the sale or disposal of the Goods shall be payable by the Client or deducted from the proceeds of sale at the Provider's direction.

14. INSURANCE**Responsibility for insurance**

14.1 Insurance of the Client will not be arranged by the Provider and it is the Client's own responsibility to ensure that it has appropriate insurance cover.

Provider's insurance

14.2 The Provider will have in place all of its own relevant company insurances including public liability, workers compensation and relevant marine policies.

Client's insurance obligation

14.3 The Client must maintain during the Term adequate insurance for; all liability including in respect of their subcontractors and workers' compensation in respect of its employees.

14.4 The policies referred to in clause 14.3 must cover the Client against any liability arising out of or in connection with the performance of the Provider's obligations under this Agreement.

Protection of insurance

14.5 The Client must comply with and observe the terms of all insurance policies referred to in clause 14.3 and must not do anything which could result in any policy being rendered void or voidable.

15. CONFIDENTIALITY**Non-disclosure of Confidential Information**

15.1 Neither party will give access to or disclose Confidential Information belonging to the other party to any person without the other party's prior written consent.

Disclosure by operation of law or to professional advisors

15.2 The obligation of confidentiality in this part 15 does not extend to either information that is required to be disclosed by the operation of Law (but only to the extent that such disclosure is necessary by Law) or information which a party reasonably needs to disclose to that party's professional advisors provided they are bound by confidentiality obligations.

Exclusions

15.3 Part 15 does not apply to Confidential Information for which any of the following applies:

- 15.3.1 information which is in or becomes part of the public domain otherwise than through breach of an obligation of confidence;
- 15.3.2 information which was known at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; and
- 15.3.3 information acquired from a third party where that third party was entitled to disclose it.

16. DEFAULT**Default**

16.1 If either party defaults in the performance of its obligations under this Agreement, the other party may give notice to it to remedy the default specifying details of the default.

Failure to remedy default

16.2 If the defaulting party fails to remedy the default specified in a notice under clause 16.1 within five business days after receipt of the notice, the other party may suspend the Services under this Agreement until the default has been rectified.

16.3 Suspension of the Services will be without prejudice to any other rights that the other party may have against the defaulting party as a result of the default.

17. TERMINATION**Termination by the Provider**

17.1 The Provider may immediately terminate this Agreement at any time by written notice to the Client if:

- 17.1.1 the Client is in breach of its obligations under this Agreement and does not remedy the breach (to the extent that it can be remedied) for 14 days after receiving a written notice from the Provider specifying the breach and requiring it to be remedied;
- 17.1.2 the Client is in breach of any material obligation under this Agreement or the Client commits a breach of this Agreement which cannot be remedied;
- 17.1.3 the Client commits multiple or recurring breaches of this Agreement, whether or not remedied;
- 17.1.4 the Client becomes insolvent;
- 17.1.5 the Client ceases, or indicates that it is about to cease, carrying on its business;
- 17.1.6 there is a change in the person or persons in effective control of the Client, including any change in the underlying beneficial ownership of the Client; or
- 17.1.7 a crime is committed by the Client's directors, shareholders, employees, agents or subcontractors which the Provider reasonably considers may have the potential to adversely affect the Provider's reputation.

Termination by the Client

17.2 The Client may immediately terminate this Agreement by written notice to the Provider if any of the following occurs:

- 17.2.1 the Provider is in breach of its obligations under this Agreement and does not remedy the breach (to the extent that it can be remedied) for 14 days after receiving a written notice from the Client specifying the breach and requiring it to be remedied;
- 17.2.2 the Provider is in breach of any material obligation under this Agreement or the Provider commits a breach of this Agreement which cannot be remedied;
- 17.2.3 the Provider commits multiple or recurring breaches of this Agreement, whether or not remedied;
- 17.2.4 the Provider becomes insolvent; or
- 17.2.5 the Provider ceases, or indicates that it is about to cease, carrying on its business.

18. GOODS AND SERVICES TAX**Recovery of GST on supplies and adjustments under this Agreement**

18.1 All consideration provided under this Agreement is exclusive of GST, unless it is expressed to be GST-inclusive.

18.2 Where a party ("**Supplier**") makes a taxable supply to another party ("**Recipient**") under or in connection with this Agreement, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid by the Recipient at the later of the following:

- 18.2.1 the date when any consideration for the taxable supply is first paid or provided; or
- 18.2.2 the date when the Supplier issues a tax invoice to the Recipient.

18.3 If, under or in connection with this Agreement, the Supplier has an adjustment for a supply under the GST law which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an adjustment note to the Recipient within 28 days of becoming aware of the adjustment.

Other GST matters

18.4 If a party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified is reduced by the amount of GST for which there is an entitlement to claim an input tax credit on an acquisition associated with the reimbursement or indemnity. The reduction is to be made before any increase under clause 18.2. An entity is assumed to be entitled to a full input tax credit on an acquisition associated with the reimbursement or indemnity unless it demonstrates otherwise before the date the reimbursement or indemnity is made.

18.5 Any reference in this Agreement to sales, revenue, income, value or similar amount ("**Revenue**") is a reference to that Revenue exclusive of GST (unless that Revenue is expressed to be GST-inclusive).

18.6 Any reference in this Agreement to cost, expense, liability or similar amount ("**Expense**") is a reference to that Expense exclusive of GST (unless that Expense is expressed to be GST-inclusive).

18.7 This clause will not merge on completion and will survive the termination of this Agreement by any party.

18.8 Terms used in this clause that are not otherwise defined in this Agreement have the meanings given to them in the GST Act.

19. NOTICES

19.1 Any notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent to the Address for Notices in the Service Agreement.

20. DISPUTE RESOLUTION**Meeting to attempt to resolve disputes**

20.1 If a dispute arises under or in connection with this Agreement, the dispute must be referred to the Nominated Representatives for resolution by notice specifying that it is a notice given under this part 20 giving full particulars of the nature and extent of the dispute.

20.2 If the dispute is not resolved within 10 business days of a referral under clause 20.1 the parties must then use their best endeavours to settle the dispute by mediation in Townsville conducted by a qualified mediator appointed by the Provider within a further 28 days. The parties will equally pay the cost of the mediator and their own costs and disbursements. Mediation may only be dispensed with where the dispute involves less than \$5,000 or both parties agree to dispense with it.

20.3 If the dispute is not settled through mediation within those 28 days (or such other period as agreed between the parties in writing) either party may commence legal proceedings.

Performance of obligations

20.4 During a dispute, each party must continue to perform its obligations under this Agreement.

Interlocutory relief and right to terminate

20.5 Clauses 20.1 and 20.3 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this Agreement where this Agreement provides such a right.

21. OBLIGATIONS AT END OF AGREEMENT**Return of property**

21.1 When this Agreement ends, whether by expiration of the Term of this Agreement or on earlier termination, the Client must immediately return all of the Provider's equipment, information, documents, records and other property in the Client's possession or control.

Consequences of termination

21.2 If this Agreement is terminated for any reason:

21.2.1 each party retains its rights under this Agreement and at law in respect of any breach of this Agreement by the other party;

21.2.2 the Client must make payment to the Provider for Services performed before the date of termination; and

21.2.3 the Client will be liable to pay the Provider's reasonable costs associated with completing the Services including the Provider's demobilisation fees.

Clauses survive expiration or termination of Agreement

21.3 The following Parts will survive the expiration or termination (for whatever reason) of this Agreement; part 1(Definitions and Interpretation), part 9 (Payments), part 11 (Liability), part 12 (Indemnity), part 13 (Lien), part 15 (Confidentiality), part 16 (Default), part 18 (GST), part 20 (Dispute Resolution), part 21 (Obligations at end of Agreement) and any other part that make provision for continued operation.

22. MISCELLANEOUS**Approvals and consent**

22.1 Except as otherwise set out in this Agreement, the Client must not unreasonably withhold or delay providing an approval or consent under this Agreement.

Assignment

22.2 A party must not assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

Entire Agreement

22.3 This Agreement contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier agreement, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Agreement was executed, except as permitted by Law.

Execution of separate documents

22.4 This Agreement is properly executed if each party executes either this document or an identical document. In the latter case, this Agreement takes effect when the separately executed documents are exchanged between the parties.

Governing law and jurisdiction

22.5 This Agreement is governed by the laws of Queensland.

22.6 The parties submit to the exclusive jurisdiction of the Queensland courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Joint and individual liability and benefits

22.7 Except as otherwise set out in this Agreement, any covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

No agency or partnership

22.8 The relationship between the parties is that of principal and independent contractor. No party is an agent, representative or partner of any other party by virtue of this Agreement. Neither party is to represent itself as an agent, representative or partner of Client.

Severability

22.9 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

Survival of indemnities

22.10 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the indemnifying party and survives termination of this Agreement.

Time of essence

22.11 Time is of the essence in relation to all of the Client's obligations set out in this Agreement.

Variation

22.12 No variation of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

Waiver

22.13 A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver