

MINOR SERVICES TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATIONS

- (a) The following definitions are to be used for the purpose of interpreting the Purchase Order and these terms and conditions:

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia on which the banks are open for business in Perth, Western Australia and for the purposes of clause 11 only excludes 22 December in any year and 10 January in the following year (inclusive).

Company means the entity so named in the Purchase Order together with its related parties as defined in the *Corporations Act 2001* (Cth) and including its duly appointed representatives nominated from time to time.

Confidential Information means the Contract and all information of the Company or any of its related bodies corporate (regardless of form) which is:

- (i) regarded by the Company as confidential to it or can reasonably be inferred to be confidential from the circumstances in which it is disclosed; and
- (ii) disclosed to or observed by the Contractor (whether before, on or after the date of the Contract and whether by the Contractor or any other person).

Contract has the meaning given in clause 2(a).

Contractor means the person (including an individual, firm or corporate entity) so named in the Purchase Order who is bound to perform the Services.

Defects Liability Period has the meaning given in clause 17(a).

Dispute has the meaning given in clause 22(a).

Dispute Notice has the meaning given in clause 22(b).

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

Notice has the meaning given in clause 23(a).

Parties means the Company and the Contractor, and **Party** mean either one of them (as applicable).

Personnel means the officer, employees, agents, representatives, sub-contractors and consultants of a Party.

PPSA means the *Personal Property Securities Act 2009* (Cth) and any regulations made pursuant to it.

PPSA Register means the register established under the PPSA.

Price means the amount payable, excluding GST, by the Company to the Contractor as set out in the Purchase Order.

Purchase Order has the meaning given in clause 4(a).

Revised Purchase Order has the meaning given in clause 5(c).

Revision has the meaning given in clause 5(a).

Security Interest has the meaning given to that term in section 4 of the PPSA.

Services means the services to be performed by the Contractor in accordance with the Contract.

Terms has the meaning given in clause 2(a).

- (b) In the Contract, headings are for convenience only and do not affect the interpretation of the Contract and, unless the context otherwise requires:

- (i) the singular includes the plural and the plural includes the singular;
- (ii) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (iii) a reference to a clause, Party, schedule, attachment or exhibit is a reference to a clause of, and a Party, schedule, attachment or exhibit, to the Contract;
- (iv) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (v) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document, except to the extent prohibited by the Contract;
- (vi) a reference to conduct includes, but is not limited to, an omission, statement and undertaking, whether or not in writing;
- (vii) a reference to a Party to a document includes that Party's successors and permitted assignees;
- (viii) a reference to an amount of money is a reference to the amount in Australian dollars;
- (ix) no provision of these Terms will be construed adversely to a Party because that

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Party was responsible for the preparation of the Contract or that provision;

- (x) specifying anything after the words 'include' or 'for example' or similar expressions does not limit what else is included;
- (xi) references to time are to local time in Perth, Western Australia;
- (xii) if an act must be done on a specified day which is not a Business Day, that act must be done instead on the next Business Day; and
- (xiii) a reference to "in writing" includes by email.

2 THE CONTRACT

- (a) These terms and conditions (**Terms**) apply to the performance of Services by the Contractor pursuant to a Purchase Order. The Terms, the Purchase Order and any other documents stated in the Purchase Order to be incorporated by reference, together, constitute the contract between the parties (**Contract**).
- (b) The Contract is a non-exclusive contract for the performance of the Services, and it does not prevent or restrict the Company from entering into other contracts for the performance of the same, or similar Services with other contractors.
- (c) The Contract is the entire agreement between the Contractor and the Company in relation to its subject matter. The Contractor acknowledges that it has not relied on any statement, promise or representation or assurance or warranty by the Company that is not expressly set out in the Contract and the Contract is binding upon the Contractor.
- (d) To the extent permitted by law, no other terms are implied by trade, customer, practice or course of dealing. For the avoidance of doubt, no terms and conditions submitted by the Contractor (including in any form of tender, quote, purchase order, correspondence, order acknowledgement, acceptance or other instrument) in respect of the Services will have any legal effect and will not constitute part of the Contract.
- (e) In the event of any conflict between the documents comprising the Contract, such conflict will be resolved according to the following order of precedence:
 - (i) the Purchase Order;
 - (ii) these Terms; and

- (iii) any other documents specifically incorporated into the Purchase Order by reference.

3 PERFORMANCE OF SERVICES

- (a) In consideration of payment of the Price by the Company, the Contractor agrees to diligently perform the Services in accordance with the Contract without delay.
- (b) The Contractor must supply and maintain, at its cost, everything the Contractor requires to perform the Services in accordance with the Contract, including all personnel, goods, tools, equipment, materials, registrations, permits, licences and authorisations.
- (c) The Contractor represents and warrants that the Services will:
 - (i) comply with the specifications, drawings, samples or other requirements specified in the Purchase Order;
 - (ii) be of merchantable quality and fit for the purposes specified by the Company or, where no such purposes are specified, for their ordinary purposes;
 - (iii) be new and free of defects or faults of any kind;
 - (iv) be free from any encumbrances;
 - (v) be in the sole legal and beneficial ownership of the Contractor;
 - (vi) comply with relevant laws, standards, codes of conduct and industry best practices;
 - (vii) be provided with due care and skill and be of high quality and workmanship; and
 - (viii) be provided by appropriately qualified, competent, fit for work, trained, skilled, experienced and professional personnel.
- (d) The Contractor must pass on the benefits of any manufacturer's warranty applicable to goods or materials that will be used by the Company after they are incorporated into the Services. If required by the Company, the Contractor must sign any documents, or take any reasonable actions, as the Company reasonably requires securing the benefit of that warranty. Where the benefit of any warranty cannot be passed on to the Company, the Contractor must take all actions necessary in order to exercise such benefit for the Company.

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- (e) The Contractor must not subcontract any part of the Services without the Company's prior written consent.

4 PURCHASE ORDER

- (a) The Company may issue to the Contractor a purchase order for Services being a written document titled 'Purchase Order' bearing an identifying 'Purchase Order number' and executed by an authorised representative of the Company (**Purchase Order**).
- (b) The Purchase Order will contain a description of the Services, applicable prices and any other details which expressly, as set out in the Terms or by their nature need to be, specified in a Purchase Order. The Purchase order may contain special conditions (if any) in a separate section titled 'Notes, Instructions and Special Conditions'. The Purchase Order may also include attachments (if any) referenced therein.
- (c) Upon receipt of the Purchase Order, the Contractor must check it for discrepancies and promptly notify the Company of any such discrepancies, which may be amended by the Company (in its absolute discretion).
- (d) The Contractor must acknowledge acceptance of the Purchase Order by signing and returning the Purchase Order to the Company within five (5) Business Days of receipt of the Purchase Order. In the absence of such acknowledgment, the performance of the Purchase Order by the Contractor will constitute acceptance of the Purchase Order.

5 REVISION

- (a) The Company may at any time in relation to the Services revise the Purchase Order to correct any errors or omissions therein or make any changes including in respect of specifications, quantity (including a reduction in quantity) and delivery (**Revision**).
- (b) A Revision will be made through the issue of a document titled "Purchase Order" having the same Purchase Order number as the previously executed Purchase Order and include a 'revision number' to signify the chronological order of issue of the respective Revisions.
- (c) The Contractor must not effect any Revision until it has received a revised Purchase Order and the cost and time impacts have been agreed between the Parties (**Revised Purchase Order**). Any costs incurred by the Contractor prior to the issue of the Revised Purchase Order will be at its own risk and

cost and will not be recoverable from the Company.

6 DRAWINGS

If the Purchase Order requires the Contractor to procure or comply with drawings and data, the Contractor must ensure that all drawings and data used in connection with the Services have been certified for construction by competent and qualified design consultants.

7 HEALTH, SAFETY AND ENVIRONMENT

- (a) The Contractor must:
- (i) perform all work and comply with all of its obligations under any applicable environmental or health and safety legislation, regulations, safety laws; and
 - (ii) comply, and ensure that its Personnel comply with, the Company's site policies, standards and procedures provided to the Contractor as part of the site pre-mobilisation, and the Company's policies, including any site specific requirements (if applicable).
- (b) The Contractor warrants that it has systems in place to manage any environmental issues and health and safety risks associated with the performance of the Services and has the necessary skills, competence, and experience to perform the work safely.

8 TIME

- (a) Time is of the essence and the Contractor must comply strictly with the date indicated on the Purchase Order for performance of the Services, unless otherwise agreed in writing with the Company.
- (b) If at any time the Supplier reasonably believes that the time for the completion of the Services will not be met, it must notify the Purchaser immediately in writing but not less than five (5) Business Days after the Supplier becomes aware, or should reasonably have been aware, that the time for completion of the Services is at risk, stating the cause of delay and the earliest possible completion date.
- (c) If the Contractor is delayed in performing the Services due to a breach of the Contract by the Company, or unforeseeable occurrences or causes such as acts of God, state or nationwide strikes, cyclones, tidal waves, earthquakes, landslides, bushfires, or other natural disasters of a similar nature beyond the Contractor's reasonable control, the Contractor must, in writing, notify the Company within ten (10) Business Days of the commencement of each such occurrence or cause

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and request an extension of time. Provided the Contractor has taken all reasonable measures to mitigate the impact of such a delay, the Contractor may be entitled to such extension of time as is assessed by the Company (acting reasonably) and granted in writing.

- (d) The Contractor will not be entitled to and hereby waives any and all claims to increased compensation for/or damages which it may suffer from any causes under clause 8(c) except where the Contractor is delayed by a breach of the Contract on the part of the Company, in which case, the Contractor may be entitled to claim its reasonable direct costs incurred as a result.

9 PRICE

- (a) Unless otherwise stated in the Purchase Order, the Price is in Australian currency and is fixed and not subject to escalation.
- (b) The Price is the total consideration payable by the Company and is inclusive of all risks, liabilities, obligations (expressed or implied in the Contract), and documentation costs incurred in connection with the performance of the Services.

10 TAXES

- (a) Unless expressly stated otherwise in the Contract, all amounts payable or consideration to be provided under the Contract are exclusive of GST.
- (b) Where a Party (**supplier**) makes any supply under or in connection with the Contract to the other Party (**recipient**) the recipient must pay to the supplier an amount equal to any GST which the supplier is or becomes liable to pay in respect of the supply.
- (c) If GST is payable on any supply made under the Contract, for which the consideration is not expressly stated to include GST, the recipient agrees to pay the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply is provided, subject to the supplier providing the recipient a valid tax invoice.
- (d) Where the Company is liable to pay any tax or impost in the nature of GST in respect of any indemnity payment made by the Contractor to the Company under or in connection with the Contract, the Contractor must, in addition to any other payment required by the Contract, pay the Company on demand the GST imposed in respect of the indemnity payment.

- (e) For the avoidance of doubt, the Contractor is solely responsible for all other taxes, duties or levies imposed on it under law that arise out of the performance of the Services.

11 PAYMENT

- (a) The Contractor is entitled to submit a valid tax invoice once each month on the date stated in the Purchase Order, which must include as a minimum:
- (i) a reference to the Purchase Order number;
 - (ii) a detailed description of the Services performed;
 - (iii) the Price broken down to reflect any price components on the Purchase Order;
 - (iv) the amount of any applicable GST;
 - (v) any supporting documentation required to be provided as stated in the Purchase Order; and
 - (vi) any documentation necessary to support the invoice.
- (b) If the Company disputes any part of the tax invoice, it must notify the Contractor within ten (10) Business Days of receipt and provide reasons why it disputes the tax invoice.
- (c) The Company must pay the undisputed portions of a valid tax invoice within twenty (20) Business Days of receipt.

12 SET-OFF AND DEDUCTION

In addition to any other rights that it may have under the Contract or otherwise, the Company may set-off or deduct from any amounts due to the Contractor from the Company any sums which are due and payable by the Contractor to the Company or any amounts which the Company claims in good faith is due or will become due to the Company from the Contractor.

13 TERMINATION FOR CONVENIENCE

The Company may in its absolute discretion terminate a Purchase Order at any time by providing at least ten (10) Business Days' notice. The Company's liability in respect of a termination pursuant to this clause is limited to:

- (a) the Services properly performed by the Contractor in accordance with the terms of the Contract up to the date of termination which remain unpaid; and
- (b) the costs of materials and other items reasonably ordered in connection with the Services for which

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the Contractor is legally bound to pay and cannot otherwise mitigate or avoid, subject to those materials and other items being provided to the Company.

Upon such payment, title to and property in all those materials and other items will pass to the Company.

14 TERMINATION

- (a) If the Contractor:
- (i) fails to perform the Services as specified in the Purchase Order;
 - (ii) fails to make progress so as to endanger performance of the Purchase Order; or
 - (iii) materially breaches any of its obligations pursuant to the Contract and such breach is not able to be remedied or, if it is able to be remedied, is not remedied within ten (10) Business Days of notice to do so,

the Company may notify the Contractor of the breach and the Contractor must remedy the breach within the timeframe reasonably required by the Company having regard to the nature and complexity of the breach. If the Contractor fails to remedy the breach within the timeframe required, the Company may terminate the Contract by written notice to the Contractor.

- (b) Either Party may terminate the Contract with immediate effect by written notice to the other Party if the other Party becomes insolvent or bankrupt or is convicted of a criminal offence.
- (c) The Contractor is liable to the Company for all additional costs reasonably incurred by the Company as a direct result of the Contractor's insolvency.
- (d) Subject to clause 12, in the event of termination of the Contract, the Contractor is entitled to payment for all Services properly performed in accordance with the requirements of the Contract up to the date of the termination, except in the event of termination due to the Contractor's breach or insolvency where such payment will not be due until:
- (i) the costs of performing the Services and all other costs arising from the Contractor's breach or insolvency; or,
 - (ii) all other amounts otherwise due and payable to the Company by the Contractor,

have been determined.

- (e) Termination of the Contract for any reason does not affect the rights and obligations of a Party which have accrued prior to termination.

15 SUSPENSION

The Company may suspend all or part of the performance of the Services at any time for any period of time by notice in writing to the Contractor. The Contractor must comply with the notice and recommence supply when notified by the Company to do so. The Contractor will not be entitled to any additional payment arising as a result of the suspension to the extent it has caused or contributed to the suspension by its act, omission or breach of the Contract. If the suspension has been directed for the Company's sole convenience or benefit, the Company will pay the Contractor its direct, reasonable and unavoidable costs incurred as a result of the suspension.

16 INSURANCE

- (a) The Contractor must effect and maintain during the term of the Contract (including any Defect Liability Period), as its own expense with a reputable insurer:
- (i) worker's compensation insurance to comply with all applicable law to a limit of not less than \$[20,000,000] in respect of any one claim and unlimited as to the number of occurrences, and where the Services require the Contractor to perform work at the premises of the Company or any of its related bodies corporate, the policy must be endorsed to include a principal's indemnity extension and a waiver of subrogation in favour of the Company;
 - (ii) public liability insurance to a limit of not less than \$[20,000,000] in respect of any one claim and unlimited as to the number of occurrences, and where the Services require the Contractor to perform work at the premises of the Company or any of its related bodies corporate, the policy must be endorsed to include a principal's indemnity extension and waiver of subrogation in favour of the Company;
 - (iii) if the Services involve performance of professional services, such as design work, professional indemnity insurance to a limit of not less than \$[5,000,000] in respect of any one claim and unlimited as to the number of occurrences; and
 - (iv) the insurances stated in the Purchase Order; and
 - (v) any other insurance required by applicable law.

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- (b) The Contractor must ensure any sub-contractor engaged by the Contractor effects and maintains the insurances on the terms contained or referred to in this clause 16 or the Contractor's insurances cover any liability of the Company to sub-contracts and other persons not employed by the Contractor that supply Services in relation to the Contract.
- (c) Upon request by the Company, the Contractor must provide the Company with certificates of currency to demonstrate the required insurances are in full force and effect. The Company reserves the right to withhold payment of tax invoices if the Contractor fails to provide certificates of currency upon request.

17 DEFECTS LIABILITY PERIOD

- (a) At any time during the period that is 12 months from completion of the Services (as applicable) (**Defects Liability Period**) the Company may (at the Company's discretion) require the Contractor to repair, replace, rectify or resupply the defective Services at the Contractor's cost.
- (b) If the Contractor fails to repair, replace, rectify or resupply the defective Services within a reasonable timeframe required by the Company, the Company may have the defective Services repaired, replaced, rectified or resupplied at the Contractor's cost, which will be a debt immediately due and payable upon demand by the Company.
- (c) If the Contractor repairs, replaces, rectifies or resupplies the Services during the Defects Liability Period, then those Services repaired, rectified, replaced or resupplied have a further warranty for a period of 12 months from the date such repairs, replacement, rectification or resupply occurred.

18 INTELLECTUAL PROPERTY

- (a) The Contractor must ensure that all intellectual property rights created in the course of supplying the Services under the Contract vest solely in the Company. The Contractor may only use, disclose, copy or reproduce that intellectual property for the purposes of performing its obligations under the Contract. Nothing in the Contract provides a Party with any rights to any intellectual property held by the other Party or its Personnel prior to the date of the Contract, provided that the Company has a non-exclusive, royalty free, perpetual and irrevocable licence to use, modify, adapt or sublicense any intellectual property owned by the Contractor or its Personnel to the extent necessary for the Company to exercise its rights or perform its obligations under the Contract and obtain the benefit of or otherwise enjoy the Services. The Contractor must do all things reasonably necessary

to give full effect to the rights and obligations contained in this clause 18.

- (b) The Contractor warrants that the Services performed, other than to the extent Services are performed in accordance with technical plans or drawings provided to the Contractor by the Company, do not infringe any patent, copyright, design or trademark (whether foreign or domestic) which any person may in any way be entitled to.
- (c) The Contractor indemnifies and holds harmless the Company from and against all claims and proceedings for or on account of any infringement of clause 18(a) in respect of the Services performed by the Contractor and from and against all related claims, demands, proceedings, damages, costs, charges and expenses.

19 PPSA SECURITY REGISTRATION AND ENFORCEMENT

- (a) The Contractor consents to the Company effecting a registration of any relevant Security Interest that the Company considers this Contract provides for on the PPSA Register (in any manner it considers appropriate) and agrees to provide all assistance reasonably required to facilitate this.
- (b) The provisions of the PPSA which section 115 of the PPSA permits parties to contract out of, other than section 117 and 118 (relationship with land laws) and 134(1) and 135 (retention of collateral), do not apply to the enforcement of any Security Interest provided pursuant to the Contract.
- (c) To the extent permitted by section 275 of the PPSA, the Parties agree to keep all information of the kind mentioned in section 275(1) of the PPSA confidential and to not disclose that information to any other person, except where disclosure is otherwise permitted or authorised under the Contract.
- (d) Notwithstanding anything in the Contract, notices or documents required or permitted to be given pursuant to the Contract for the purposes of the PPSA must be given in accordance with the PPSA.
- (e) The Contractor waives the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

20 INDEMNITY

- (a) The Contractor indemnifies, and keeps indemnified, the Company, and the Company's Personnel, from and against any loss, liability, cost, damage or expense of any nature, including legal fees and

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expenses, suffered or incurred arising in any manner out of or in any way in connection with the supply, performance, installation, use, misuse, malfunctioning or failure of the Services including, without limitation:

- (i) any breach of law;
 - (ii) the wilful misconduct or negligent act or omission of the Contractor or the Contractor's Personnel or invitees;
 - (iii) the loss of, or any damage to, any property of any person;
 - (iv) the death, illness or injury of any person; and
 - (v) the breach of clauses 18 and 24.
- (b) However, the Contractor's liability to the Company under clause 20(a) will be reduced proportionally to the extent that an act or omission of the Company may have contributed to the loss or damage.
- (c) The provisions of Part 1F of the *Civil Liability Act 2002 (WA)* are excluded from operation with respect to any matter arising out of or in connection with the Contract.
- (d) The rights and obligations under this clause 20 continue after termination or expiry of the Contract.

21 LIMITATION OF LIABILITY

Notwithstanding any other provision to the contrary, neither the Company nor the Contractor is liable, whether in contract, tort (including negligence) or otherwise, to the other Party for loss of agreements or contracts, production, business opportunity, profits or anticipated profits, anticipated savings or damage to goodwill or reputation sustained by the other Party.

22 DISPUTE RESOLUTION

- (a) The Party claiming that a dispute has arisen from or in connection with the Contract (**Dispute**) must not commence legal proceedings arising from or relating to the Dispute, other than a claim for urgent interlocutory relief, unless that Party has attempted to resolve the Dispute in accordance with this clause 22.
- (b) A Party claiming that the Dispute has arisen must give written notice to the other Party setting out the details of the Dispute (**Dispute Notice**), and the Parties must each appoint a senior representative to meet within five (5) Business Days of the Dispute Notice who must attempt in good faith to resolve the Dispute.

- (c) If the senior representatives are unable for any reason to resolve the Dispute within ten (10) Business Days of the Dispute being referred to them, either Party may commence legal proceedings.

23 NOTICES

- (a) Unless otherwise agreed to by the Parties, any notice (and other documents) or other communication (**Notice**) required or permitted to be given or delivered under the Contract must be in writing and delivered and addressed to the Party at the address or email address set out in the Purchase Order.
- (b) A Notice is deemed to have been received by a Party:
 - (i) if delivered by hand to the nominated address, when delivered to the nominated address;
 - (ii) if sent by pre-paid post, at 8:00 am (addressee's time) on the second Business Day after the date of posting; or
 - (iii) if sent by email, at the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

24 CONFIDENTIALITY

- (a) The Parties undertake that they will not at any time disclose to any person any Confidential Information concerning the other Party's business, affairs, customers, clients or suppliers, except as permitted by clause 24(b).
- (b) Either Party may disclose the other Party's Confidential Information:
 - (i) where the information is in the public domain as at the date of the Contract (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on either of the Parties);
 - (ii) if either of the Parties are required to disclose the information by applicable law or the rules of any recognised stock exchange or other document with statutory content requirements, provided that the recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure consulted with the provider of

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the information as to the form and content of the discloser;

- (iii) where the disclosure is expressly permitted under the Contract;
 - (iv) if disclosure is made to each Party's respective officers, employees and professional advisers to the extent necessary to enable either Party to properly perform their obligations under the Contract or to conduct their business generally, in which case each Party must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
 - (v) where the disclosure is required for use in legal proceedings regarding the Contract; or
 - (vi) if the Party to which the information relates has consented in writing before the disclosure.
- (c) Each Party may only use the other Party's Confidential Information for the purpose of fulfilling their obligations under the Contract.
 - (d) This clause 24 will survive termination of the Contract.

25 ANNOUNCEMENTS

The Contractor must not make, or permit any person to make any public announcement statement, press release or other publicity or marketing materials concerning the existence, subject matter or terms of the Contract, the wider transactions contemplated by it, or the relationship between the Parties without the prior written consent of the Company, except as required by law.

26 APPLICABLE LAW

- (a) The Contract is governed by the laws of Western Australia.
- (b) Each Party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia in respect of any proceedings arising out of or in connection with the Contract. Each Party waives any objection to the venue of any legal process in these Courts on the basis that the process has been brought in an inconvenient forum.

27 WAIVER AND AMENDMENT

- (a) Neither Party may rely on the words or conduct of the other Party as being a waiver of any right, power, remedy or provision of the Contract nor

consent to any departure from the Contract will be effective unless given in writing by the Company.

- (b) Words or conduct referred to in clause 27(a) include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.
- (c) Except as provided by law or equity or elsewhere in the Contract, none of the provisions of the Contract will be varied or amended without the prior written consent of the other Party.

28 SEVERABILITY

- (a) If the whole or any part of a provision of the Contract is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.
- (b) Clause 28(a) does not apply if the severance of a provision of the Contract in accordance with that clause would materially affect or alter the nature or effect of the Parties' obligations under the Contract.

29 RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that:

- (a) their relationship is solely and fully characterised as a civil relationship under which the Contractor is engaged as an independent contractor of the Company and is not an employee of the Company;
- (b) nothing in this Contract creates an employment relationship between the Company and the Contractor; and
- (c) the Contractor has no authority or ability to bind the Company without the Company's specific written consent.