Rex J Andrews Pty Ltd - Terms & Conditions of Trade

Definitions
"Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
"RJA" means Rev J Andrews Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of Rev J Andrews Pty Ltd. 12

Andrews Pty Ltd.

"Client" means the person's, entities or any person acting on behalf of and with the authority of the Client requesting RJA to provide the Services as specified in any proposal quotation, order, invoice or 8. other documentation, and:

(a) if there is more than one Client, is a reference to each Client printy and severally; and

(b) if the service is a partnership, it shall bind each partner jointly 1.3

and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity

as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns

"Decrmitted assigns."
"Documental of "means any, documents, surveys, reports, drawings or materials supplied, consumed, created or deposited incidentally by RJA in the course of it conducting, or supplying to the Client, any

or materials supplied, consiumed, created or deposited incidentally 8.3 br RJA in the ocurse of it conducting, or supplying to the Client at the Services mean all Services supplied by RJA to the Client at the Client's request from time to time. The Client's request from time to time. The Client's request from time to time the conduction of the client and the client's request from time to the client and the client's request from time to the client and the client's request from time to the client's request from time to the client's request from time to the client's client to the client's request from time to the client's contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to. Personal Information's such as: name, address, D.O.B. occupation, driver's license details, electronic contact (email, 9. Facebook or Twitter details), medical insurance details or next of fin 9.1 and other contact information (where applicable), previous credit applications, credit history) and pricing details. "Cookes' means small files which are stored on a user's computer. They are designed to hold a modest amount of data website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to 9.2 operate in the background when ordering from the website, then the Client shall have the right to enable / disable provided on the website, prior to ordering Services via the 9.3 "Froce" means the price payable (plus any GST where applicable).

website.

"Priore" means the price payable (plus any GST where applicable) for the Services as agreed between RJA and the Client in accordance with clause 6 of this Contract.

"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Clh). 1.8 1.9

Acceptance
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 Services provided by RJA. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the 10. parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

parties.
The Client acknowledges that the supply of Services on credit shall not take effect until the Client has completed a credit application with RJA and it has been approved with a credit limit established for

2.5

2.6

with RJA and it has been approved with a credit little sealurishes on the account. In the event that the supply of Services request exceeds the Claim and/or the account exceeds the payment terms, RJA reserves the right to refuse delivery. None of RJAS agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of RJA in writing nor is RJA bound by any such unauthorised statements. New information, improved practices and changes in legislation may require the renterpretation of Documentation, in whole or in part, after their original issue. RJA reserves the right to alter their conclusions and recommendations in the light of further information that may begome available. 10.3

require the reinterpretation of Documentation, in whole or in part, after their original sisue. RAI reserves the right to alter their 10.3 conclusions and recommendations in the light of further information that may become available.

Electronic Transactions Act Electronic Signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 9 of the party providing that the parties have compiled with Section 9 of the party providing that the parties have compiled with Section 9 of the party providing that the parties have compiled with Section 9 of the Transactions Act 2001 (ACT), the Electronic Transactions (Northern Territory) Act 2000, section 10 of the Electronic Transactions (Northern Territory) Act 2000, section 10 of the Electronic Transactions Act 2001 (ACT), (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

Errors and Omissions Act 2000 (TAS), (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

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Errors and Omissions (Supersection of the Client of Sample and Sam

her completion.

At RJA's sole discretion a non-refundable deposit may be required.

Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by RJA,

which may be:
(a) by way of instalments/progress payments in accordance with 12.
RIA's payment schedule;
(b) the date specified on any invoice or other form as being the 12.1
(d) the date specified on any invoice or other form as being the 12.1
(c) tailing any notice to the contrary, the date which is seven (7)
(d) days following the date of any invoice given to the Client by RIA.

Payment may be made by electronic/on-line banking, or by any 12.2 other method as agreed to between the Client and RJA.

other method as agreed to between the Client and RJA:

any in its discorbion allocate any payment received from the Client towards any invoice that RJA determines and may do so at the time of receipt or at any time afterwards. On any default by the Client RJA may re-allocate any payments previously received and allocated. In the absence of any payment allocation by RJA apyment will be deemed to be allocated in such manner as preserves the maximum value of RJAs Purchase Mnorey Security Interest (as defined in the PPSA) in the Services.

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 RJA not on withhold payment of any invoice because part of that invoice is in dispute. 12.3

nor to withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to RJA an amount equal to any GST RJA must pay for any supply by RJA under this or any other agreement for providing RJA's Sonices. The Client must pay for any supply by RJA under this or any other agreement for providing RJA's Sonices. The Client must pay the and on the same basis as the Client pays the Price. In addition to the Price except where they are expressly included in the Provision of the Services.

Provision of the Services
At RJA's sole discretion delivery of the Services shall take place

th. Services are supplied to the Client at RJA's address; or the Services are supplied to the Client at the Client's nominated 13.2 address.

Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this 7.2

deemed to be delivery to the Contract.

RJA may deliver the Services by separate installments. Each separate installment shall be involced and paid for in accordance 13.3 with the provisions in these terms and conditions.

Any time specified by RJA for delivery of the Services is an estimate only and RJA 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 enterdeavour to enable the Services as to be supplied at the time and place as was arranged between both parties. In the event that RJA is unable to supply the Services as agreed solely due to any action or inaction of the Client then RJA shall be entitled to charge a reasonable fee for re-supplying the Bischecas at a later time and date.

Risk
Irrespective of whether RJA retains ownership of any
Documentation all risk for such items shall pass to the Client as
soon as such items are delivered to the Client and shall remain with
the Client until such time as RJA may repossess the Documentation
in accordance with deuse 3.3(c). The Client must insure all
Documentation on or before delivery.

Documentation on or before delivery.

RIAI reserves its right to seek compensation or damages for any 14.2 damage, destruction or loss suffered in relation to the Documentation as a result of the Client's failure to insure in accordance with clause 8.1.

The Client acknowledges that:

(a) Documentation provided by RIA present observations made during the course of the Services and factual data obtained. 14.3 The conclusions and recommendations in the Documentation may be limited to those which are based on the findings of the 14.4 shall be entitled to assume all third party data to be true and correct and shall not be responsible for inaccuracies in such information, and

correct and shall not be responsible for inaccuracies in such information; and

(b) Documentation are written in the context of an agreed scope of Services and should not be used in a different context.

Title to Documentation

RJA and the Client agree that where it is intended that the 14.6 ownership of Documentation is to pass to the Client that such ownership of alm of pass until:

(a) the Client has paid RJA all amounts owing for the Services; and

(a) the Client has paid RJA all amounts owing our une Services, and (b) the Client has met all other obligations due by the Client to RJA in respect of all contracts between RJA and the Client. Receipt by RJA of any form of payment other than cash shall not be deemed to be payment until that form of payment has been rights in respect of the Documentation shall continue. It is further agreed that, until ownership of the Documentation passes to the Client in accordance with clause 9.1:

(a) the Client is only a baile of the Documentation and must return the Documentation to RJA immediately upon request by RJA:

(a) the Client is only a balies of undustry 51.

(b) the Client is only a balies of the Documentation and must return the Documentation to RIA immediately upon request by the Client holds the benefit of the Client's insurance of the Documentation on trust for RIA and must pay to RIA the proceeds of any insurance in the event of the Documentation being lost, damaged or destroyed; the Client irrevocably, authorises RIA to enter any premises where RIA believes the Documentation are kept and recover possession of the Documentation. *PPSA**

Personal Property Securities Act 200 (PSA**)

Personal Property Securities Act 200 (PSA**)

Eacurity agreement, and security interest has the meaning given to it by the PPSA.

Upon assenting to these terms and conditions in unified the Client and the PPSA**

senting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitule a security agreement for the purposes of the PPSA and reates a security interest in:

(a) all Documentation previously supplied by RJA to the Client;

(b) all Documentation will be supplied in the future by RJA to the Client; and

all Documentation previously supplied by RJA to the Client, all Documentation will be supplied in the future by RJA to the Client, and all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at a charge, including anything in respect of which the Client has at interest in for the purposes of securing repayment of all monetary obligations of the Client to RJA for Services – that have previously been provided and that will be provided in the future by RJA to the Client. Client to RJA for Services – that have previously been provided and that will be provided in the future by RJA to the Client. Client undertakes to: 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 RJA may reasonably require to; or register a financing statement or financing charge of the property Securities Register. (In the PSSA) or (In orgister any other document required to be registered by the PPSA; or (III) considered to in clause.

the PPSA; or

(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii); indemnify, and upon demand reimburse, RJA 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 Documentation channel therefor: 16.3

charged thereby;
not register a financing change statement in respect of a 17.
security interest without the prior written consent of RJA;
17.1 security interest without the prior written consent of RJA, not register, or permit to be registered, a financing statement or a financing change statement in relation to the Documentation in favour of a third party without the prior written consent of (d)

in favour of a third party without the prior written consent of RIA.

RIA 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.

The Client wisves their rights to receive notices under sections 95, 17.3

118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

The Client waives their inghts sa a grantor and/or a debtor under sections 142 and 143 of the PPSA.

Into client waives their rights as or feetive notices under sections 99, 17.3

The Client waives their rights as a grantor and/or a debtor under under client waives their rights as a grantor and/or a debtor under under clients otherwise agreed to in writing by RJA. the Client waives their right is a writing by RJA. the Client waives agreed to in writing by RJA the Client waives agreed to in writing by RJA the Client waives described to a writing the control of the RJA. The Client must unconditionally ratify any actions taken by RJA under causes 10.3 to 10.5. Subject to any express provisions to the contrary (including those contained in this cause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the 17.4 provisions of the PPSA.

Security and Charge

In consideration of RJ. attle and intensst (whether joint or several in charges all of its rights, the direct expression of the PPSA.

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Security and Charge

In the Client there now or in the future, to secure the performancy by the Client of its obligations under these terms and conditions (including, but not limited to the payment of any money).

The Client indemnifies RJA from and against all RJAs costs and subsursements including legal costs on a solitor and own client basis incurred in exercising RJAs rights under this clause.

The Client tirevocably appoints RJA and each director of RJA as the Client strue and lawful attorneyls to perform all necessary acts to 18, year effect to the provisions of this clause IT including, but not 18.1 limited to, signing any document on the Client's behalf.

The Competition and Consumer Act 2010 (CCA) and Fair Nothing in this Contract is intended to have the effect of contract

or where the Client is a consumer as defined in the Competition and Consumer Act 2010 then the Client shall also be entitled to 19.3

'and Consumer Act 2010 then the Client shall also be entitled to 19.3 a refund.

(d) paying for the Services to be provided again. If RJA is required to rectify, re-supply, or pay the cost of re-supplying the Services under clause 12.3 or the CCA, but is unable to do so, then RJA may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to 20. Client which were not defective. The client the property and Confidentiality. Intellectual Property and Confidentiality. Intellectual Property and Confidentiality of the Services for such will be subject to a confidentiality agreement independent of this Contract. The intellectual property (IP) of such survey shall remain vested

for such will be subject to a continentiality agreement independent of this Contract. The intellectual property ("IP") of such survey shall remain vested with the Client, however the Client acknowledges and agrees that upon expiry of the confidentiality agreement that the Client provides an exclusive and non-transferable licence to RJA to use any IP within the survey solely in relation to the operation of RJA's own business/commercial endeavours.

Where RJA has designed, drawn or developed Documentation for the Client then the convinction in any Documentation shall remain the the Client, then the copyright in any Documentation shall remain the property of RJA. Under no circumstances may such designs

drawings and do approval of RJA. The Client agrees

unamyus, and occuments be used without the express written approval of RLA.

The Client agrees that RIA may (at no cost) use for the purposes of marketing or entry into any competition, any Documentation which 20.2 RIA has created for the Client.

Both parties shall not use, divulge or communicate to any person any Confidential Information, and shall exercise good and proper judgement and discretion to limit disclosure of any Confidential Information (or any part of rit) to its contractors, employees, agents and customers, concerning this Contract Detween the Client and RIA, unless such use or disclosure is necessary for performance of their obligations under this Contract.

Any advice that RIA gives to the Client, its employees or agents is for the Client's exclusive use and must be used only for the purpose described.

described.

Inless RIA gives the Client prior written consent, the advice:

(a) must not be used or disclosed for any other purpose, referred to in any document or made available to any other person, except the Client's lawyers or other professional advisor 20.3 assisting in the Services, and other party other than the Client. Als not responsible lo any other party other than the Client, who RIA is not responsible to any other party other than the Client, who RIA is not responsible to any other party other than the Client, who read to the responsible to any other party there are the responsible to any other party other than the Client who read to the responsible of the responsible of the responsible of the Client or any other party relies on the advice or chooses to act, or refined from a country relies on the advice or chooses to act, or refined from a country relies on the advice or chooses to act, or refined and advice or chooses to act, or refined and the client and advice or chooses to act, or refined and the client and advice or chooses the contract and the client and t

any other party relias on the advice or chooses to act, or refrains from acting, on the basis of any draft advice or oral comments or advice. The Client acknowledges that the signed copy of RJA's final advice is the definitive version. The Client acknowledges that the signed copy of RJA's final advice is the definitive version. Sometimes circumstances may change after RJA has provided their final advice to the Client. If this happers RJA will not update any final advice in the sprovided to the Client and the sea of the residual and the control of the RJA's and the sea of the residual and control of the RJA's and the residual and control of engagement with the Client.

Default and Consequences of Default Interest on overdue invoices shall accure daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (25%) per celendar month (and at RJA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client ower RJA are more than the RJA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client ower RJA's and any shall be resolved to the reverse of the RJA's contract default fiee, and bank dishonour fees).

Further to any other rights or remedies RJA may have under this 20.7 Contract, if a Client has made payment to RJA, 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 RJA and the cost incurred by RJA's contract and the reverse of the client the shall be remedies at law RJA shall be entitled to cancel all or any part of any other of the Client which remains unfulfillied and all amounts owing to RJA shall, whether or not due for payment, become immediately payable if.

(a) any money payable to RJA's other remedies at law RJA shall be entitled to cancel all or any part of any order of the Client which remains unfulfillied and all amounts

opinion the Chieft with 25 2.... falls due; the Client has exceeded any applicable credit limit provided by

this Direction thas exceeded any approximate from the Client hecomes insolvent, convenes a meeting with its redditions or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or makes an assignment for the benefit of its creditors; or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or a receiver, manager, liquidator (provisional or otherwise) or (c)

a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

smilar person is of the Client.

Cancellation
Without prejudice to any other remedies RJA may have, if at any time the Client is in breach of any obligation (including those relating 20.9 to payment) under these terms and conditions RJA may suspend or terminate the supply of Services to the Client. RJA will not be liable to the Client of any loss or damage the Client suffers because RJA are supply or cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services 20.10 are commenced by giving written notice to the Client. On giving such notice RJA shall repay to the Client any loss or damage whatsoever arising from such cancellation.

In the event that the Client cancels delivery of the Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by RJA as a direct result of the cancellation (including, but not limited to, any loss of profits).

Liability Limitations
Except as is specified in clause 12, the liability limitations of RJA, it partners, associates, and employees shall exclude any indirect loss 21.

Liability Limitations
Except as is specified in clause 12, the liability limitations of RJA, it partners, associates, and employees shall exclude any indirect loss 21, and/or expense (including loss of profits) suffered by the Client 21.1 arising out of a breach by RJA of these terms and conditions.

The maximum liability of RJA under this Contract shall at no time exceed the amount of Professional Indemnity insurance cover in respect of any single act, omission or statement, unless otherwise specified in RJA's proposal.

The Client agrees to Indemnity RJA. (including its partners, and any other person who may be sought so the client agrees to Indemnity RJA. (including its partners, and the professional Indemnity and the professional Indemnity Contract in respect of any activity arising from, or connected with, this Contract in respect of any activity arising from, or connected with, this Contract in respect of any activity arising from, or connected with, this Contract in respect of any claim of whatsoever kind, that may be incurred by RJA. All references herein to loss or damage shall be incurred by RJA. All references herein to loss or damage shall be cleemed to exclude loss or damage sustained by any third party in respect of which the Client is liable and responsible (as between the Client and the third party) whether by statute, contract tort or otherwise.

Client and the third party) whether by stature, contract out or otherwise.

The liability of RJA to the Client shall expire twelve (12) months from the issue of the last invoice relevant to the particular project, unless in the meantime the Client has made a claim in writing to RJA, specifying a negligent act, ormission or statement said to have caused alleged loss or damage sustained or sustainable. Nowthitstanding clauses 17: 10 17: 4, RJA shall not be liable for any loss or damage sustained or sustainable by a Client in relation to:

(a) errors occurring in plans, designs or specifications not created or prepared by RJA.

(b) errors occurring during the course of any services which are not one of the produce of RJA.

(c) construction of the produce of RJA.

Dispute Resolution

(c) the use of any Documentation or other information of advice without the approval of RJA.

Dispute Resolution
If a dispute aniesse between the parties to this Contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the 23.1 (a) referred to a single arbitration to be nominated by the President of the Institute of Arbitrators Australia; and (0) conducted in accordance with the Institute of Arbitrators.

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their choice.

The Professional Indemnity Insurance shall be maintained for not 23.4 less than the period set out in the proposal and for an amount not less than that specified in the proposal.

Before RJA commences work and whenever requested in writing by the Client so to do, RJA will produce evidence to the Client's satisfaction and approval of the insurance required by this clause 17 have been effected and maintained.

satisfaction and approval of the insurance required have been effected and maintained.

Privacy Policy
All emails, documents, images or other recorded information held or used by RJA is Personal Information, as defined and referred to in clause 20.3, and therefore considered Confidential Information. RJA acknowledges its obligation in relation to the handling, used isclosure and processing of Personal Information pursuant to the Privacy Act 1988 ('the Act') including the Part IIII of the Act their privacy. Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ('EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). RJA acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Clients Personal Information, held by RJA that may result in serious harm to the Client, RJA will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal

Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent and the control of the Client of the Control of the Control of the Control of Control of

In core to enable I disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable I disable the Cookies first by selecting the option to enable I disable provided on the website prior to proceeding with a purchaselorder in alX six website.

The Client agrees for RJA to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g., rame, address, DO.B, occupation, diver's license details, electronic contact (lemail, Facebook or Twitter details), medical insurance details or next of this and other contact information (where object in relief to the contact formation of the contact information with the contact in relief to the contact formation about the Client with those credit provides to RJA credit history) about the Client with those credit provides of with related body corporates for the following purposes:

(a) to assess an application by the Client; and/or b tonotify other credit providers of a default by the Client; and/or clot exchange information with other credit providers as to the status of this credit account, where the Client is in referable with status of this credit account, where the Client is in referable with

LITE - LITE Agrees with KJA may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

(a) to assess an application by the Client; and/or
(b) to notify other credit providers of a default by the Client; and/or
(c) to exchange information with other credit providers as to the other credit providers; and/or where the Client is in default with other credit providers; and/or where the Client is not featured to the credit providers; and/or where the Client is not featured to the Client's repayment history in the preceding two (2) years. The Client consents to RIA being given a consumer credit report to collect overdue payment on commercial credit. The Client consents to RIA being given a consumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and refained by RIA for the following purposes (and for other agreed purposes or required by 100°C).

(a) can be a considered that the consensation of the client's credit, payment and/or status in relation to the provision of Services; and/or.

agreement provision of Sentinoses, and/or
brightings with programment of the Client's credit, payment and/or status in relation to the provision of Services; and/or
compared the compared

the Act where applicable.

Trusts

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 RJA may have notice of the Trust, the Client covenants with RJA as follows:

(a) the Contract extends to all nights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;

(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.

be a parry to any ourse outcoments.

the Client will not without consent in writing of RJA (RJA will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
() the removal, replacement or retirement of the Client as trustee of the Trust;

(ii) any advancement or distribution of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust; or
(iv) any resettlement of the trust property.

General
The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, no and conditions shall not be treated as a waiver of that provision, nor and conditions shall not be treated as a waiver of that provision, nor should like the property of the provision of the pr

The Client cannot licence or assign without the written approval of RJA. RJA 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 RJA's subcontractors without the authority of RJA. The Client agrees that RJA may amend their general terms and conditions for subsequent future contracts with the Client by deviations of the Client agrees that RJA may amend their general terms and conditions for subsequent future contracts with the Client Client Client of the Client of the