

Terms and Conditions

Clean-up to include removal of logs, branches, leaves and twigs. The work area will be raked but some excess saw dust, leaves, branches or twigs may remain.

Please note:

We will complete the removal of any tree as close to ground level as possible and remove all debris (unless otherwise stated).

Additional charges may be incurred for any unforeseen metal or concrete found in tree upon notification to you.

Tree stumps are generally poisoned by us unless otherwise request to help prevent future re-growth. An initial application will be made; however poisoning is not 100% effective in all instances and further applications may be required by you. Re-applications can be carried out by us starting from \$55.00.

While Mr Trees takes all reasonable care, you acknowledge that damage may be caused to surfaces, gardens or surrounding structures by falling trees, branches, limbs, leaves, dust, seeds/seed pods or by the relocation of debris from the site of the works to our machinery including (but not limited to) fall damage, indentations, scuff marks, drag marks, sap and soil marks or friction marks.

We are not responsible for paving, concreting, walkways, driveways; garden edging etc that may be damaged or affected due to the nature of our works. This includes damage caused to surfaces by relocating debris from the site of the works to our machinery including (but not limited to) scuff marks, drag marks, sap and soil marks or friction marks. All care is taken in relocating debris however the severity of any marks is dependent on the type of surface and species of vegetation.

Please consider providing a mud map or marking the trees to be worked on (such as with a ribbon etc) if it is a large property consisting of many units or many trees and/or if no one will be available to meet with us onsite.

Mr Trees will complete the works within the time stated and will notify you when the Works have reached Completion. You may then provide a notice if you believe an aspect of the work is not yet complete. If you fail to provide such a notice within one Business Day of the notice of completion, you are deemed to accept the works.

QUOTATION

Our written quotation is valid for 90 days (with the exception of hedging which is valid for 30 days) and if accepted will form part of the contract for the Project. This quotation is subject to the Site and access to, and within the Site being the same or substantially similar at the time of the quote. If the Site or access to or within the site has changed, Mr Trees reserves its right to amend its quotation.

TO ACCEPT QUOTATION

Should you wish to proceed with the works outlined in our quote, please contact us (email is preferable) with your instruction for Mr Trees to proceed with the works and this will constitute acceptance of the schedule and general conditions of contract. If the terms of the acceptance are inconsistent with our schedule and general conditions of contract, the acceptance shall constitute a counter-offer and shall not be binding on Mr Trees unless Mr Trees expressly accepts this in writing.

The initial deposit is payable upon acceptance of this quotation (if applicable). If the total invoice sum is in excess of \$3000, a deposit of \$500 is required. Invoices totalling less than \$3000 may require a deposit of \$200 and is at the discretion of Mr Trees at time of quoting.

If you terminate this Contract within two (2) business days of the agreed commencement date you agree that Mr Trees is entitled to retain any deposit paid.

Payment Options

Direct Deposit/ Bank Transfer: Mr Trees (Suncorp) BSB: 484-799 Account: 509 211 551

Credit card: call the office on (07) 3122 4259 for payment over the phone

Payment Terms:

Payment is due 3 calendar days from date of invoice unless prior arrangements have been agreed upon in writing by Mr Trees. Invoices overdue by 7 days or more will incur a late payment fee of \$50 + GST per 7 days overdue.

Real Estates and Educational Institutions have a 14 day invoice.

GENERAL CONDITIONS

1. Definitions

In this Contract, unless the context otherwise requires, the below terms will have the following meanings:

Access	Means access to the Site for Mr Trees and its Personnel and subcontractors that is safe and unhindered that is required to enable the Works to be carried out and includes: <ul style="list-style-type: none">▪ Access to the Site for truck-mounted equipment;▪ Removal of any cars, pot plants, dog fecal matter, children's toys/play equipment etc that may restrict or inhibit the Works, prior to Mr Trees arriving on Site
Applicable Codes and Standards	The codes, standards, regulations and requirements expressed in any Law, Authorisation and the Design Documents.
Authority	Means: <ul style="list-style-type: none">▪ any government, any minister or ministry or any governmental, semi-governmental, local-governmental, administrative, fiscal, regulatory or judicial body, tribunal, department, commission, authority, agency, statutory corporation or authority, instrumentality, bureau, board or undertaking under the direct or indirect control of any government;▪ any other person having the right to impose a requirement or whose consent is required under Law in respect of any part of the Works; or▪ any other person, having jurisdiction over the Works or the Contract.
Authorisation	Any consent, authorisation, registration, filing, lodgement, permit, licence, agreement, notarisation, certificate, permission, licence, direction, declaration, authority or exemption issued by any government or any governmental, semi-governmental, regulatory, statutory or similar entity or authority, or any other party under law which has a right to impose a requirement or whose consent is required with respect to the performance of obligations under this Contract.
Business Day	A day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland or the period 22 December to 10 January inclusive.
Calendar Day	Any day during a year including a Business Day.
Completion	That stage in the execution of the Works when the Works comply with the requirements of this Contract except for minor omissions and minor defects and the Site and the Works are clean and tidy and all rubbish, surplus materials, plant and equipment have been removed from the Site.
Completion Date	The date on which all Works under the Contract have reached Completion.
Confidential Information	All information which is not in the public domain disclosed to a party by, or on behalf of, the other party, the other party's representative or any related entity of the other party, including this Contract and: <ul style="list-style-type: none">▪ information, which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the other party;▪ trade secrets or information, which is capable of protection at law or equity as confidential information;▪ information from a third party, where the party is advised by the other party, the other party's representative or any related entity

of the other party that such information is confidential; and

- information derived or produced, partly or wholly, from the information referred to above, including any calculation, conclusion, summary or computer modelling, whether the information was disclosed:
 - orally, in writing or in electronic or machine readable form;
 - before, on or after the date of this Contract;
 - as a result of discussions between the parties; or
 - by the other party, any of its related entities or third parties.

Consent

Means written consent obtained by the Client from any neighbouring owner whose trees are affected by the Works and which states that the neighbouring owner is aware of and consents to the Work being carried out by Mr Trees.

Contract Sum

The lump sum amount specified in item **Error! Reference source not found.** of the Schedule as adjusted in accordance with this Contract, or if no Contract Sum is outlined at Schedule 1, that amount outlined in the Quotation.

Corporations Act

The *Corporations Act 2001* (Cth).

Good Industry Practice

Currently recognised methods and practice and the exercise of that degree of skill prudence and foresight which could reasonably be expected from experienced and competent contractor operating in Australia under conditions comparable to those applicable at the Site.

GST

GST has the same meaning as in the GST Law.

GST Law

GST Law has the same meaning as 'GST law' in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Industrial Dispute

Any strike, picket line, work ban or other industrial action.

Insolvency Event (in relation to a body corporate)

Any of the following:

- An administrator of the body corporate being appointed under the Corporations Act;
- The body corporate or a subsidiary executing a deed of company arrangement otherwise than for the purpose of an amalgamation or reconstruction;
- The entry by the body corporate into a scheme of arrangement or a composition with, or assignment for the benefit of, all or any class of its creditors, or a moratorium involving any of them, otherwise than for the purpose of an amalgamation or reconstruction;
- The body corporate being insolvent within the meaning of section 95A(2) of the Corporations Act; The appointment of a receiver or receiver and manager in respect of the body corporate or any part of its property;
- The making of a winding up order, or the passing of, or attempted passing of, a resolution for winding up, except for the purposes of reconstruction or amalgamation;
- An application being made (which is not dismissed within ten (10) Business Days) for an order, a resolution being passed or proposed, a meeting being convened or any other action being taken to cause anything described above, other than for the purposes of an amalgamation or reconstruction; or
- Anything analogous to or of a similar effect to anything described

above under the law of any relevant jurisdiction.

Insolvency Event (in relation to a person other than a body corporate)

Any of the following:

- The bankruptcy of the person concerned;
- The appointment of an official manager in respect of all or any part of the property of the person concerned;
- The entry by the person concerned into a scheme of arrangement or a composition with, or assignment for the benefit of, all or any class of its creditors, or a moratorium involving any of them;
- The person concerned being or stating that he or she is unable to pay his or her debts as and when they fall due;
- An application being made (which is not dismissed within ten (10) Business Days) for an order, a resolution being passed or proposed, a meeting being convened or any other action being taken to cause anything described above; or
- Anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction.

Intellectual Property Rights

Rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, inventions, and other results in the industrial, commercial, scientific, literary or artistic fields including all moral rights in respect thereof. These rights include:

- all rights in all applications to register these rights;
- all renewals and extensions of these rights; and
- all rights in the nature of these rights.

Interest

Interest payable on overdue amounts at the rate of 9% per annum

Latent Conditions

Conditions on the Site or its surroundings which differ from the conditions which could reasonably have been anticipated by Mr Trees at the time of Mr Trees' proposal, including with Access, unknown foreign material in the trunk, the branches, underground or any other condition not apparent in quoting the work

Law

Each of the following:

- Commonwealth law, the law of the state or territory in which the Project is located and local government legislation including regulations and by-laws;
- Common law; and
- Authority requirements.

Personnel

An officer, employee, agent, any sub-contractor or professional adviser of a party.

Project

The project the subject of this Contract.

Quotation

The quotation provided by Mr Trees outlining the Scope of Work and Contract Sum.

Scope of Work

The scope of work that appears in Schedule 1 and forms part of this Contract, or if no Scope of Work is outlined at Schedule 1, that scope of work outlined in the Quotation.

Services

Means any underground or aboveground drains, pipes, cables, lines, sprinklers and conduits.

Site	The area nominated by Mr Trees for the carrying out of the Works, as identified in item Error! Reference source not found. of the Schedule.
Stump Grinding	Stump Grinding (If Stump Grinding forms part of the Works) means the mechanical grinding of the visible tree stump and its roots to approximately 6 inches below ground level, where possible. Stump hole will be backfilled with stump chips and a mound of remaining chips left onsite.
Valid Tax Invoice	An invoice, which complies with the GST Law relating to the production and form of tax invoices for GST purposes.
Variation	Any increase or decrease in the Works, any omission from the Works, any change in the character or quality of the Works or any additional work in accordance with this Contract.
Works	All of the services to be performed by Mr Trees under this Contract, including the supply of goods and services set out in the Scope of Work and any Variations thereto.

2. Interpretation

- 2.1. In this Contract, unless the context otherwise requires:
- (a) A reference to including, includes or include must be read as if it is followed by “(without limitation)”;
 - (b) A reference to this Contract includes all schedules, exhibits and annexures to this Contract;
 - (c) A reference to a party is to a party to this Contract;
 - (d) Where an expression is defined, any other part of speech or grammatical form of that expression has a corresponding meaning;
 - (e) The singular includes the plural and vice-versa;
 - (f) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
 - (g) A reference to any party includes that party’s executors, administrators, substitutes, successors and permitted assignees and novatees;
 - (h) A reference to \$, AUD or dollar is to the lawful currency of the Commonwealth of Australia;
 - (i) Headings, tables of contents and indexes are for convenience only and do not form part of this Contract or affect its interpretation.
- 2.2. In the interpretation of this Contract, no rule of contract interpretation applies to the disadvantage of one party on the basis that it put forward this Contract or any part of it.
- 2.3. The rights, powers and remedies provided in this Contract are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Contract.
- 2.4. Each party acknowledges that it has no authority to bind the other party.
- 2.5. If the Client is comprised of more than one (1) person:
- (a) The obligations of those persons as the Client under this Contract are joint and several; and
 - (b) Mr Trees may proceed against any or all of them in respect of the Client’s obligations in the sole discretion of Mr Trees. For clarity, Mr Trees is not obliged to make any claim against all the persons comprising the Client.
- 2.6. Each party warrants that it has the power to execute, deliver and perform its obligations under this Contract and all necessary corporate and other action has been taken to authorise that execution, delivery and performance.
- 2.7. Mr Trees may assign, novate or grant a Security Interest over any of its rights or interests in this Contract without the consent of the Client and the Client agrees to take all steps as may be reasonably required by Mr Trees to effect any such assignment, novation or grant.

- 2.8. The Client must not assign any of its rights or interests in this Contract, nor grant a Security Interest over such rights or interests, without the prior written consent of Mr Trees (such consent not to be unreasonably withheld).
- 2.9. This Contract applies to the performance of the Works whether supplied or provided before, on or after the date of this Contract.
- 2.10. Each party must not, and must ensure that its employees, agents and subcontractor do not, without the prior approval of the other party, either during the performance of its obligations under this Contract or after termination of this Contract, disclose or give to any person any Confidential Information.
- 2.11. This Contract constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, representations, warranties, promises, statements, negotiations and letters in respect of its subject matter.
- 2.12. If the whole or any part of a provision of this Contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- 2.13. This Contract can only be amended, supplemented, replaced or novated by another document signed by the parties.
- 2.14. A right may only be waived in writing, signed by the party giving the waiver.
- 2.15. The law of this Contract is the law of Queensland as in force and the parties submit to the jurisdiction of the courts of that State.
- 2.16. In the event of any inconsistency:
- (a) The Quotation;
 - (b) Special Conditions (if any); and
 - (c) These General Conditions.
- have priority in that order.

3. Mr Trees's Obligations

- 3.1. Mr Trees must carry out and complete the Works and perform its other obligations under this Contract:
- (a) In accordance with the terms of this Contract;
 - (b) In accordance with all applicable Laws;
 - (c) In accordance with AS4373;
 - (d) In accordance with the requirements of all Authorities having jurisdiction in Queensland;
 - (e) In accordance with all reasonable directions which the Client gives Mr Trees;
 - (f) With the highest degree of skill and care that may be expected of a contractor who is appropriately qualified and experienced in carrying out works in the nature of the Works.
- 3.2. Mr Trees agrees to:
- (a) Be responsible for all activities directly or indirectly related to the performance of the Works at the Site;
 - (b) Keep the Works clean and tidy as they proceed and on Completion remove all plant, equipment, materials and the like, provide own rubbish storage and removal facilities and leave the Site clean and tidy for immediate use or occupation;
 - (c) Protect the Works until Completion of the Works;
 - (d) Promptly notify the Client if Mr Trees becomes aware of any occurrence or incident which will have a material impact on Mr Trees' performance of its obligations under this Contract.
- 3.3. Mr Trees is responsible for the care of the whole of the Works from the Date for Commencement of the Works to the Completion Date.

4. Obligations of the Client

- 4.1. Without limiting any other provision of this contract, the Client must:
- (a) Provide Mr Trees with all necessary Authorisations;
 - (b) Provide Mr Trees with access to the Site;
 - (c) Promptly notify Mr Trees if the Client becomes aware of any occurrence or incident which will have a material impact on Mr Trees' performance of its obligations under this Contract;
 - (d) inform Mr Trees of the location of any Services in the vicinity of any stumps where Stump Grinding forms part of the Works.
- 4.2. The Client must comply with its obligations at Law relating to occupational health and safety.

5. Compliance with Authorisations and Laws

- 5.1. Unless otherwise agreed in writing, the Client must obtain the Authorisations relevant to the performance of, or necessary to perform, the Works.
- 5.2. The Client must provide Mr Trees with copies of the Authorisations prior to commencement of the Works. Mr Trees may not commence performance of the Works until the Client has complied with this sub-clause.

6. Access to the Site

- 6.1. The Client will grant Mr Trees Access to the Site to enable Mr Trees to carry out and complete the Works in accordance with this Contract.
- 6.2. Mr Trees will have access to the Site within the times and days stated in item **Error! Reference source not found.** of the Schedule or those times and days that are agreed in writing between the parties.

7. Subcontracting

- 7.1. Mr Trees may subcontract the performance of any part of the Works.

8. Variation to the Works

- 8.1. The Client may request a Variation to the Works by a written notice to Mr Trees.
- 8.2. Mr Trees will advise the Client in writing of the cost (including all time related costs, if any) or cost saving of carrying out the Variation, and the effect on the Date for Completion (if any).
- 8.3. Mr Trees will determine the cost of the Variation and will be entitled to be paid the cost as determined.
- 8.4. The Contract Sum will be adjusted to reflect the cost or cost saving of any Variation determined in accordance with this clause.
- 8.5. Despite any other provision of the Contract, if the Client at any time gives Mr Trees a direction which involves a variation (other than a direction which the Client expressly acknowledges in writing involves a variation) Mr Trees must notify the Client of:
- (a) the fact that the direction involves a variation; and
 - (b) Mr Trees' estimate of the additional work necessary to give effect to the variation (including additional time and cost),

within a reasonable time after receipt by Mr Trees of the direction and the variation will be assessed under this clause.

9. Latent Conditions

- 9.1. If during the execution of the Work, Mr Trees becomes aware of a Latent Condition, Mr Trees shall give notice to the Client of the Latent Condition within a reasonable time of becoming so aware and where possible, before the Latent Condition is disturbed.
- 9.2. If a Latent Condition causes Mr Trees to—
- (a) carry out additional work;
 - (b) use additional Supplies; or

- (c) incur extra cost,

the Contract Sum shall be adjusted in accordance with a valuation made under Clause 8.

10. Warranties and Indemnities

10.1. Mr Trees represents and warrants that:

- (a) Each of it and its employees, agents and subcontractors have the qualifications, skill, experience, resources, commitment, licences, and expertise to carry out and complete the Works and perform its other obligations under this Contract in accordance with the terms and conditions of this Contract, and that it is experienced in carrying out works in the nature of the Works; and
- (b) The Works will be performed to a standard no less than Good Industry Practice.

10.2. The Client represents and warrants that:

- (a) it holds all required Authorisations that are necessary or desirable in relation to the Work;
- (b) it holds all required Consents in relation to the Work.

10.3. Mr Trees is not responsible for damage to any Services in the event that the Client did not inform Mr Trees of the presence of the Services.

10.4. Each Party represents and warrants that is not Insolvent and is not entering into this Contract as trustee of any trust or settlement unless otherwise disclosed herein.

10.5. The Client acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of Mr Trees in deciding to enter into this Contract or to exercise any right or perform any obligation under it.

10.6. The Client indemnifies Mr Trees against, and must pay Mr Trees on demand, the amount of any loss of or damage to any property, and any claim made against Mr Trees for:

- (a) Carrying out the Works without Authorisations and/or Consents required to be obtained by the Client; and
- (b) death, personal injury or loss of or damage to property, arising out of or relating to or resulting from any or any negligent act or omission by the Client or breach of this Contract by the Client

11. Occupational Health, Safety and Environment

11.1. Mr Trees must ensure that it and all of its employees, agents and subcontractors involved in performing the Works and in relation to the performance of the Works shall:

- (a) Comply with all relevant industrial safety criteria, legislative and regulatory safety requirements and all Laws;
- (b) Provide a safe system of work for its employees, agents and subcontractors (including a health and safety plan and safe work method statements);
- (c) Carry out all necessary health and safety inspections and risk assessments;
- (d) Adhere to any health and safety plan for the Works being performed;

11.2. Each party must immediately notify the other party if and when it becomes aware of any actual, threatened or likely breach of an occupational health and safety Law, or:

- (a) Any situation which its employees, agents or subcontractors may be exposed to risks to their health or safety in relation to the performance of the Works;
- (b) Any accidents or injuries whilst performing the Works; and
- (c) Any incidents that might cause injury to any of its employees, agents or subcontractors whilst performing the Works.

11.3. The Client is solely liable for, and indemnifies Mr Trees and its officers, employees, subcontractors and agents against all liabilities and claims, however described, arising out of or connected with any breach of occupational health and safety Law, or in circumstances where the Client has breached any term of this Contract in relation to occupational health and safety.

- 11.4. Without limiting any other rights of Mr Trees, any breach of the requirements of this clause may result, at the discretion of Mr Trees, with Mr Trees exercising its rights pursuant to clause 12 and / or 17.

12. Suspension

- 12.1. Mr Trees may, at any time, and from time to time, and for any reason, suspend performance of the Works or any part of it, by written notice to the Client.
- 12.2. Mr Trees is entitled to reimbursement of any costs arising from the suspension if the cause of the suspension was due to the negligence of, or a breach of this Contract or Law, by the Client or its Personnel. Mr Trees is not otherwise entitled to reimbursement of any costs arising from the suspension.
- 12.3. Mr Trees is entitled to an extension to the Date for Completion and/or the date for performance of the affected obligation.
- 12.4. Mr Trees must, when the reason for any suspension no longer exists, give the Client notice that it will recommence the performance of the Works or the relevant part of it and the Client must ensure that it provides access.
- 12.5. A suspension under this clause does not vitiate the Contract.

13. Completion of the Works

- 13.1. When Mr Trees considers that the Works have reached Completion, Mr Trees will notify the Client that the Works have reached Completion.
- 13.2. If the Client fails to issue a Remedial Notice within one (1) Business Days of the notice of completion, the Client is deemed to accept the works.
- 13.3. If the Client issues to Mr Trees a Remedial Notice, Mr Trees must comply with the notice at its cost.

14. Prices and Payment

- 14.1. The Client must pay Mr Trees the Contract Sum in accordance with this clause.
- 14.2. The Client must pay Mr Trees the Deposit Sum before the Works are commenced.
- 14.3. Mr Trees may make a claim for payment in the form of a Valid Tax Invoice from the Reference Date listed in Item **Error! Reference source not found.** of the Schedule.
- 14.4. The Client will pay Mr Trees the sum determined in accordance with the above by the day stated in Item **Error! Reference source not found.** of the Schedule.
- 14.5. The client will pay Interest on any overdue amounts.
- 14.6. All costs incurred by Mr Trees in recovering unpaid amounts payable by the Client will be payable by the Client including legal fees on an indemnity basis.

15. Taxes

- 15.1. Unless otherwise expressly provided in this Contract, Mr Trees must pay all taxes including payroll tax, levies, duties and assessments due in connection with its obligations to perform the Works in accordance with this Contract.
- 15.2. If any supply made under this Contract is, or becomes, subject to GST, the party to whom the supply is made ("Recipient") must pay to the party making the supply ("Provider"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Contract, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 15.3. Any amount in respect of GST payable must be paid by the Recipient to the Provider at the same time as the consideration to which it relates is paid.
- 15.4. If any party is required to reimburse or indemnify the other party for a cost, expense or liability ("Cost") incurred by the other party, the amount of that Cost for the purpose of this Contract is the amount of the Cost incurred less the amount of any credit or refund of GST to which the party incurring the Cost is entitled to claim in respect of the Cost.

16. Insurance

- 16.1. Mr Trees must, before commencing the Works, effect the following insurances:
- (a) Public and products liability insurance, for not less than the amount specified in item **Error! Reference source not found.** of the Schedule for a single occurrence (and with respect to products liability also for all occurrences during the policy period) and which extends to cover Mr Trees and the client for liability to any third party arising out of or in connection with this performance of this Contract;
 - (b) Worker's compensation insurance as required by law.

17. Default and Termination

- 17.1. If either Party commits a breach of this Contract, the other Party may give a notice requiring the Party in breach to rectify the breach. Such notice must specify:
- (a) Details of the breach; and
 - (b) a time by which the Party in breach must rectify the breach (this time must be at least two (2) Business Days after the date of the notice).
- 17.2. If the Party in breach fails to rectify the breach within the time specified in the notice, the other party may terminate this Contract by notice to the Party in breach.
- 17.3. Either party may immediately terminate this Contract by notice to the other party if a party becomes subject to an Insolvency Event.
- 17.4. If this Contract is terminated under the above sub-clause, Mr Trees may, after ceasing the provision of the Works, submit a payment claim, claiming the value of all Works supplied up to the date of the expiration of notice and the cost of all Works (including all materials, plant and equipment) ordered for the performance of its obligations under this Contract, to the extent Mr Trees cannot cancel such orders, provided that on payment by the Client, the unencumbered title to any goods forming the Works and materials passes to the Client.
- 17.5. The Client must pay Mr Trees the amount stated in the payment claim provided within the time stated in Item 16 of the Schedule.
- 17.6. The Client acknowledges and agrees that if the Client terminates the Contract within two (2) business days of the agreed commencement date that Mr Trees is entitled to retain any deposit paid.

18. Confidentiality and Media Releases

- 18.1. The Parties must not, and must ensure that their respective Personnel do not, without the prior written approval of the other Party, either during the provision of the Works or after the expiry or earlier termination of this Contract, disclose or give to any third party any Confidential Information or the terms of this Contract, except as:
- (a) Required by statutes and regulations, or the stock exchange listing rules applying to a party (or any Related Company); or
 - (b) Necessary to obtain professional or financial advice or assistance from a third party (provided such third party is under an obligation to keep the relevant information confidential and secure).
- 18.2. Mr Trees may store or provide to third parties personal and confidential information, including to overseas recipients who are not bound to observe the Privacy Act 1988 or similar. The Client acknowledges that it consents to Mr Trees doing so and releases, discharges and holds Mr Trees indemnified against or in respect of any claims, actions or liability arising from the storage of or provision to third parties of personal and confidential information together with any costs on an indemnity basis arising therefrom.

19. Dispute Resolution

- 19.1. If a difference or dispute (together called a 'dispute') between the parties arises in connection with the subject matter of the Contract, including a dispute concerning a direction from the Client or any type of claim available under the law governing the Contract, then either party shall give the other a written notice of dispute adequately identifying and providing details of the dispute.
- 19.2. Notwithstanding the existence of a dispute, the parties shall continue to perform the Contract.
- 19.3. Within two (2) business days after receiving a notice of dispute, the parties shall meet at least once to resolve

the dispute or to agree on methods of doing so. At this meeting each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference except the fact of occurrence shall be privileged.

- 19.4. If the dispute is not resolved by the parties, either party may commence proceedings for the resolution of the dispute.

20. Notices

- 20.1. Any notice, demand, consent or other communication to be given under this Contract must be given in writing to the recipient at the Address listed in the Schedule.
- 20.2. Any notice, demand, consent or other communication to be given under this Contract shall be deemed duly given if given in writing and:
- (a) If delivered by hand, when left at the address of the party;
 - (b) If sent by pre-paid post, on the 3rd day following the date of postage;
 - (c) If given by fax, on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the recipient's fax number, unless the recipient informs the sender that the transmission is illegible or incomplete within four (4) hours of it being transmitted;
 - (d) If sent by email, at the time shown in the delivery confirmation report generated by the sender's email system (unless an answerback code is received by the sender which indicates the email transmission has not been successful); and
 - (e) If sent by text message, at the time shown as sent by the sender's telephone (unless an error or undeliverable message is received by the sender which indicates the transmission has not been successful).

21. Special Conditions

- 21.1. The special conditions, if any, set out in Schedule 2 to this Contract form part of this Contract.