

1. PROJECT AGREEMENT

- 1.1 This Agreement contains the entire understanding between you and us in respect of its subject matter and supersedes all prior communications and representations, inducements, undertakings, agreements or arrangements that are inconsistent with this Agreement. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Agreement other than those expressly stated in it or necessarily implied by statute.
- 1.2 By signing the Agreement, accepting our quote or agreeing/instructing us to provide Services (whether verbally or electronically such as by email), you agree to be bound by these General Terms and Conditions and thereby make an offer to us to enter into an agreement with you. An agreement will not be construed as giving effect to a contractual relationship between you and us until we confirm our acceptance of your offer by signing the Agreement, our acceptance by email from our director or us providing the Services.
- 1.3 If you are a Corporation as defined under section 9 of the *Corporations Act 2001* (Cth), each director of your company agrees that he or she will:
- (a) receive a personal benefit as a result of our Services provided to you;
 - (b) be our client under this Agreement;
 - (c) be jointly and severally liable with your company for performance of your obligations under this Agreement.
- The directors of your company who sign the Agreement represent that they are authorised to do so on behalf of your company and on behalf of any other directors regardless of whether they are specifically named in the Agreement.
- 1.4 We may amend these General Terms and Conditions from time to time at our reasonable discretion. A new version of General Terms and Conditions will become effective as soon as they are made available on our website. We strongly recommend that you check our website for the current General Terms and Conditions that will be applicable to your agreement/s with us.
- 1.5 Any changes to the General Terms and Conditions made in accordance with sub-clause 1.4 will not affect the Agreement entered into by you and us before the changes are made. However, the changes will apply to any future agreement/s entered into.

2. DELIVERY AND ACCESS TO SITES

- 2.1 You acknowledge that the Services are delivered directly by us subject to clauses 8 and 9 unless otherwise specified in the Agreement.
- 2.2 We will use all reasonable endeavours to arrange for the Services to be delivered to the Sites on the Delivery Date. The Delivery Date is an estimate only and may be impacted by co-operation of you and/or other persons, delays, variations, changes, level of complexity, accuracy of information or documentation provided to us, unusual or unanticipated issues and/or events outside our control. The Delivery Date may change without prior notice to you but we will use reasonable efforts to keep you informed.
- 2.3 We may need access to the Sites. You must use all reasonable endeavours to comply with our requirements and do everything that is reasonably necessary to give us full and safe access to the Sites for the purpose of carrying out our obligations under the Agreement including delivering the Services to the Sites. If we are unable to access the Sites for any reasons other than through our own fault, then you acknowledge that the Delivery Date may be delayed.
- 2.4 If you fail to accept the delivery or if we are unable to deliver the Services to the Sites on the Delivery Date due to your failure to comply with your obligations under this clause 2, we may incur additional costs for which you will be liable.

3. PRICES AND PAYMENT

- 3.1 The Price for the Services will be specified in the Agreement.
- 3.2 You must pay the Deposit stated in the Agreement (if any) prior to us commencing any works.
- 3.3 We may from time to time by notice in writing require you to provide security up to the amount of the Price and all other fees, charges and costs for performance of your obligations under the Agreement ("Security").
- 3.4 Where we request Security in accordance with this Agreement:
- (a) You must provide Security of a kind and in a form that is acceptable to us within fourteen (14) days or prior to the commencement of works. Kinds of security which might be acceptable

(subject to circumstances and form) include an unconditional undertaking from a financial institution or insurance company, a charge over real property or a written personal guarantee from a third party; and

- (b) We are not required to commence or perform the Works (or any further Works) until you have provided Security and complied with its obligations under this clause.
- 3.5 We may have recourse to the Security or convert the Security into money if you have not complied with your obligations under this Agreement or the Security and we have notified you that we intend to have recourse to the Security or convert the Security into cash.
- 3.6 We must release the Security within fourteen (14) days of you paying all amounts due and payable to us under or in relation to this Agreement.
- 3.7 The Price is subject to change by us to take into account any error or omission by us or any GST or government or statutory charges, taxes and duties which may become applicable after the Price is quoted in the Agreement. We will provide you with 14 days' notice of the change in Price. You will have 14 days to agree to the change and if not, you have the right to terminate the Agreement.
- 3.8 You must pay the Price without set-off in accordance with the payment terms in the Agreement and in the absence of such payment terms within 14 days of the date of the invoice. Time is of the essence.
- 3.9 We may invoice you periodically for progressive payment of works completed or at the completion of our obligations under the Agreement or as otherwise stated in the Agreement.
- 3.10 We may:
- (a) submit any progress payment claim at the times specified in the Agreement or, if no times are specified at any time; and
- (b) make a final payment claim (for the unpaid balance and any other amount payable under the Agreement) at completion of the Works, and each is a "Payment Claim".
- 3.11 Each Payment Claim is a progress claim within the meaning of the *Building and Construction Industry Security of Contracts Act 2002 (Vic)* and for the purposes of that Act, the date of the invoice is the reference date.
- 3.12 The due date for payment of the Price and/or any Payment Claim is 14 days from the date of the relevant invoice.
- 3.13 If you request any variation of the scope or specification of the Services after the Agreement is signed, the variations will be shown in the invoice and you must also pay for any additional fees and charges in respect of the variations. The price of the variation shall be the price agreed prior to the variation being commenced or, if the price has not been agreed, shall be the amount valued on the basis of applicable prices or rates set out in the Agreement (if any) or otherwise on the basis of reasonable rates or prices which shall include an allowance for profit and overheads. The price of the variation shall be added to or subtracted from the Price.
- 3.14 We do not accept the risk of latent conditions (other than those identified in the Agreement) and we are entitled to claim a variation if additional works are required because the physical or other conditions, materials or documents on site or in the near surrounds differ materially from the conditions, materials or documents which were, or ought reasonably to have been, expected by us on the basis of information and documents that were provided by you to us before the Agreement was made.
- 3.15 Save and except for the cash payment, any other form of payment will not be deemed to be payment until it is honoured, cleared or recognised.
- 3.16 If any monies payable under the Agreement remains unpaid by the due date, you will be charged:
- (a) interest on the outstanding amount at 2% above the penalty interest rate set in the Penalty Rates Interest Act (Vic) from time to time, calculated daily, compounding monthly; and
- (b) \$138 administration fee.
- 3.17 You must pay us in accordance with this clause regardless of whether or not you have been reimbursed by the Water Authority or any other person.
- 3.18 In consideration of us entering into this Agreement, agreeing to and/or providing Services, us agreeing to vary payment terms (if applicable) and/or to better secure the payment to us of the monies we are or will be owed in accordance with this Agreement, you and/or the Guarantor:
- (a) hereby charge all their property both real and personal, whatsoever and wheresoever situate by way of equitable mortgage for payment of any and all monies payable under this Agreement;
- (b) consent to us or our representatives lodging caveats over all their real property whatsoever and wheresoever situate for the purpose of securing payment of any and all monies payable under this Agreement by way of charge in favour of us;
- (c) agrees not to bring proceedings in any court of competent jurisdiction to remove any caveat lodged by or on behalf of us pursuant to the terms of this Agreement whilst any monies payable under this Agreement remains unpaid;
- 3.19 For better securing amounts payable to us arising from this Agreement and to protect the equitable mortgage and/or charge given by you and/or Guarantor, you and Guarantor hereby irrevocably

appoint us and our directors from time to time as your/his/her/it's or their attorney for the purpose of registering any document with the Australian Securities & Investment Commission and/or in the Land Titles Office in Victoria and/or any corresponding department in any other State or Territory of the Commonwealth of Australia we or our director/s deem necessary to execute, and hereby authorises us or any of our director/s from time to time to sign any such document on his, her, it's or their behalf, at any time whilst any amount due to us remains outstanding and unpaid. This power may be exercised notwithstanding that there may be a conflict of interest between us, our director/s and you or Guarantor.

3.20 If you and/or Guarantor is trustee of any trust, you and/or Guarantor as trustee charges all of the assets and property of the trust.

4. GOODS AND SERVICES TAX

4.1 Expressions used in this clause and in the GST Act have the same meaning as when used in the GST Act.

4.2 In addition to the payment for the goods or Services or other fees, you must also pay the GST payable in respect of the goods or Services or other fees.

4.3 You are not obliged to pay the GST until we give you a valid tax invoice.

5. INTELLECTUAL PROPERTY

5.1 Unless expressly agreed otherwise in writing between you and us:

(a) all Relevant IP will be owned exclusively by, and vest exclusively in, us; and

(b) you must not use or reproduce any Relevant IP, or any our other Intellectual Property Rights, without our prior written approval, other than for the purposes of completing the transactions that are contemplated in connection with this Agreement and to which the Services relate.

5.2 You must not use our name or logo on any website or in any public statement without obtaining our prior written consent.

5.3 Except as required by law, you must not provide any documentation or deliverables in respect of the Services to any third party (including the filing of information containing or referring to any of our reports with regulators or the inclusion of our reports in any public document) without our prior written consent.

5A. PERSONAL PROPERTY SECURITY INTEREST

5A.1 You grant us a Security Interest in the goods supplied as Commercial Property and/or Consumer Property, and their Proceeds to secure your obligation to pay the Price of the goods and your obligations to us under this Agreement (together the "Indebtedness") and, where the goods and/or Proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the Indebtedness, the security interest shall also extend to all your present and after acquired goods, of which the goods form part, to the extent required to secure the Indebtedness.

5A.2 As and when required by us, you shall, at your own expense, provide all reasonable assistance and relevant information to enable us to register a Financing Statement or a Financing Change Statement, gain first priority and generally to obtain, maintain, register and enforce our Security Interest in respect of the goods supplied, in accordance with the *Personal Property Securities Act 2009* ("PPSA").

5A.3 You warrant that and you shall not change your name without providing us with 10 business days' prior written notice.

5A.4 If you are in business or purchase with the intent of reselling the goods, you warrant that the goods are not purchased for personal, domestic or household purposes.

5A.5 Notwithstanding any reference to a particular invoice/order, where any sum remains outstanding by you on more than one invoice/order, any payments received from you shall be deemed to be made by you and applied in the following order:

5A.5.1 to any unsecured obligation owed to us, in the order in which the obligations were incurred;

5A.5.2 to any obligations that are secured, but not by a Purchase Money Security Interest, in the order in which those obligations were incurred;

5A.5.3 to obligations that are secured by a Purchase Money Security Interest, in the order in which those obligations were incurred.

5A.6 Until you have paid all money owing to us, you shall at all times ensure that:

5A.6.1 all goods supplied by us, while in your possession, can be readily identified and distinguished; and/or

5A.6.2 all Proceeds (in whatever form) that you receive from the sale of any of the goods are readily identifiable and traceable.

5A.7 Where the goods are purchased by you and held as Inventory, nothing in this clause shall prevent you from selling or leasing and delivering the goods in the ordinary course of your business. Otherwise, until you have paid all money owing to us, you shall not sell or grant a Security Interest in the goods without our prior written consent.

5A.8 In accordance with section 115 of the PPSA, the parties agree to contract out of and/or that the

following sections of the PPSA do not apply: 95 (to the extent that it requires the Secured Party to give notices to the Grantor), 96, 118 (to the extent that it allows a Secured Party to give notice to the Grantor), 121(4), 125, 127, 129(2) & (3), 130, 132, 132(3)(d), 132(4), 134(2) 135, 136(3), (4) & (5), 137, 142 and 143 . The parties also agree to contract out of any other section allowed under section 115 of the PPSA as we may decide from time to time, acting reasonably to protect our interests. You explicitly waive your right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by or on our behalf in respect of the Security Interest created by these terms and conditions.

- 5A.9 Unless otherwise agreed and to the extent permitted by the PPSA, the parties agree not to disclose any information of a kind referred to in section 275(1) of the PPSA to an interested person or any other person. You waive any rights which you may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.
- 5A.10 You irrevocably authorise us to enter any premises where the goods are kept, and to use your name and to act on your behalf, if necessary, to recover possession of the goods and seize the goods in accordance with the PPSA without liability for trespass or any resulting damage, except if we are negligent.
- 5A.11 The parties agree that this Agreement is not to be disclosed to interested persons under the PPSA, unless we decide otherwise at our sole discretion.
- 5A.12 For the purpose of this clause, words and phrases starting with a capital letter shall have the respective meanings given to them under, or in the context of the PPSA .

6. CANCELLATION AND RETURNS

- 6.1 If you cancel the Agreement for a change of your mind or for no reason, you will be liable to pay for all costs, charges or expense incurred by us up to the time of cancellation which must be paid within 14 days of us making a demand of payment from you.
- 6.2 Within 14 days of the cancellation you must also return to us all documents or deliverables in respect of the Services that may have been supplied to you under the Agreement and that you have not paid for in full. For avoidance of doubt, a partial payment is not a full payment.

7. SUB-CONTRACTING

- 7.1 We may license or sub-contract a third party for all or any part of our rights or obligations under the Agreement including delivery of or performance of Services.

8. LIMITED WARRANTIES

- 8.1 Subject to clause 8.2, To the maximum extent permitted by law, we expressly disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the Services, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Without limitation to the foregoing, we make no representation, and provide no warranty or guarantee, that:

- (a) You will achieve any particular results from the provision of the Services;
- (b) any particular individuals will perform the Services on behalf of us; or
- (c) the Services will be:
 - (i) error-free or that errors or defects will be corrected; or
 - (ii) meet the Client's requirements or expectations

and you acknowledge and agree that we hold the benefit of this clause 8.1 for ourselves and as agent and trustee for and on behalf of each of our Representatives.

- 8.2 We do warrant that:
- (a) all the Services will be provided to you in accordance with the Agreement and with due care, skills and diligence; and
 - (b) if there is any substantial defect or fault in the Services, we will act reasonably in assessing your written claim and if accepted by us, we will rectify the fault at our expense promptly provided that the defect or the fault is solely caused by us and not caused or partly caused by you or any third party.
- 8.3 The warranty does not require us to repair or replace any Services if the Customer has been refunded any money by us or if any other person has refunded or undertaken repair or replacement of the Services.
- 8.4 The warranty is for your benefit only and is not transferable.
- 8.5 Save and except for the express terms, conditions and warranties contained in these General Terms and Conditions and to the extent permitted by law including your rights under the ACL which cannot be excluded by these General Terms and Conditions, all other terms, conditions and warranties expressed or implied by statute, the common law, equity or otherwise howsoever are expressly

excluded.

- 8.6 The following clause only applies if the ACL applies to you and/or this agreement. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- (a) to cancel your service contract with us; and
 - (b) to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

9. OUR LIABILITIES

- 9.1 To the maximum extent permitted by law, we expressly limit our aggregate liability in respect of any and all claims for any Losses that you and/or any of your Representatives may bring against us under this Agreement or otherwise in respect of the Services to the following remedies (the choice of which is to be at our sole discretion):
- (a) re-supply of the Services or part of the offending Services;
 - (b) payment of the costs of supply of the Services or relevant part of the Services by a third party; or
 - (c) the refund of any amounts paid by you to us under this Agreement in respect of the Services or offending part of the Services,
- even if we have been advised of the possibility of such Losses, and you acknowledge and agree that we hold the benefit of this clause 9.1 for ourselves and as agent and trustee for and on behalf of each of our Representatives.
- 9.2 To the full extent permitted at law, we are not liable to you or Guarantor for any Consequential Loss in any circumstances or however caused (including negligence).
- 9.3 Subject to any statutory rights that cannot be excluded our total liability for Losses, whether arising pursuant to this Agreement, out of or in relation to the Services, their sale, delivery or the way they behave, in tort or contract or in any other cause of action, or in any other way whatsoever is limited to 50% of the Price. You acknowledge that our pricing and operations are based upon this limitation of liability.

10. YOUR OBLIGATIONS AND LIABILITIES

- 10.1 You and Guarantor must indemnify us and keep us indemnified in respect of:
- (a) all Losses, costs, loss, damage and expense (including without limitation, legal fees on an indemnity basis and any costs, loss, damage and expense of and incidental to recovery of compensation or any amount owing by you) suffered or incurred by us, and which arise directly or indirectly as a result of any breach or non-performance of any of your or Guarantor's obligations under or in relation to this Agreement or any negligence on the part of you or Guarantor;
 - (b) any personal injury or death to any person and any damage or loss to property which arises as a result of any act or omission by you or any of your Representative/s contractor/s or consultant/s.
- 10.2 In particular, you acknowledge that pursuant to this Agreement we may enter into the Development Deed under which we have certain obligations to fulfill. You further acknowledge that if we cease work as a result of your breach of this Agreement, we may become liable under the Development Deed for failing to comply with our obligations under the Development Deed. The above indemnity will apply to any such liability.
- 10.3 If this Agreement is cancelled or terminated in accordance with clause 6 or 11 then:
- (a) we will notify the Water Authority of the termination of this Agreement;
 - (b) you agree to indemnify us against all costs, liability, losses and claims against us arising from, in respect of, or relating to, the Development Deed.
- 10.4 You will be liable for and pay our legal costs on a full Solicitor/own Client indemnity basis arising from or incurred as a consequence of the default by you including but not limited to the costs of recovery of any sum, including for any letters of demand or the Notices of Default. You must pay us in full, within 7 days of receipt of an invoice from us for such costs.

Your cooperation

- 10.5 To perform the Services successfully, we require your timely co-operation. Accordingly, you must:
- (a) provide in a timely fashion all information, documents and instructions that we reasonably require to enable us to provide the Services;

- (b) at all times tell us openly and honestly everything relevant to the Services;
- (c) arrange access to third parties where applicable;
- (d) ensure that appropriate back-up, security and virus checking procedures are in place for any computer facilities you provide;
- (e) make senior executives available for consultation on request where applicable; and
- (f) make decisions promptly to facilitate the performance of the Services.

Information that you give us

- 10.6 Our work will be based on the documentation and information that you provide to us and any documentation and information that third parties provide to us on your behalf. We rely on you to bring to our attention any changes in such documentation and information as originally presented, as it may affect the Services and the Price. We will not verify the accuracy or completeness of any such documentation or information. You hereby represent and warrant to us that, to the best of your knowledge and belief, all such documentation and information is and will be:
- (a) complete, true and accurate in all material respects; and
 - (b) not misleading in any material respect, nor rendered misleading in any material respect by any failure to disclose any other information.

Timetable

- 10.7 Unless expressly agreed otherwise in writing between you and us, dates in any timetable for the provision of the Services are intended for planning and estimating purposes only and are not contractually binding. The timely completion of the Services requires your co-operation in accordance with this clause 10. Estimates of time for completion of the Services are given on the assumption that we receive this co-operation. Any default or delay in providing this co-operation may result in additional costs, changes to the Price and/or delays

11. TERMINATION OF AGREEMENT

- 11.1 If a party is in breach of the Agreement, the other party may issue a Notice of Default setting out the nature of the breach and requiring the breaching party to rectify the breach within 14 days. A copy of the Notice will also be sent to the Water Authority. If the breaching party fails to remedy the breach within 14 days, the other party may give the breaching party another notice in writing terminating the Agreement effective immediately.
- 11.2 A party may also terminate the Agreement by written notice immediately if the other party and/or its Guarantor:
- (a) suffer, may suffer or are about to suffer (in our opinion) an Insolvency Event;
 - (b) are convicted of or alleged to have committed a serious offence, die or become unsound mind or infirm; and/or
 - (c) has refused or persistently failed to comply with the requirements of any permit and/or relevant authority
- 11.3 If we terminate the Agreement in accordance with this clause 11, then we may (without prejudice to any other legal remedies we may have):
- (a) cease any work in progress;
 - (b) retain any moneys paid by you including the Deposit;
 - (c) charge a reasonable sum for any Services provided to you for which we have not invoiced; and
 - (d) seek additional legal remedies available to us.

12. DISPUTE RESOLUTION

- 12.1 If a dispute arises out of or in relation to the Agreement (including any dispute as to breach or termination of the Agreement), the Party may not commence any Court proceedings relating to the dispute (except for urgent interlocutory relief) unless it has complied with the following:
- (a) Either Party may serve the other Party a dispute notice specifying the nature of the dispute.
 - (b) The Parties must endeavour in good faith to resolve the dispute expeditiously.
 - (c) If the dispute is not resolved within 10 days of the dispute notice then the Parties may refer the matter to the President of the Law Institute of Victoria to appoint a Mediator.
 - (d) The Parties must pay an equal share of the costs of the mediation to the Mediator and each Party agrees to indemnify the Mediator against liability in respect of the mediation of the dispute.

13. INTELLECTUAL PROPERTY

- 13.1 Unless otherwise specified in the Agreement:
- (a) the title to all intellectual property rights in all documents, materials and information provided by you to us for the purpose and in the performance of the Services will remain with you at all time; and
 - (b) the title to all intellectual property rights in all documents, materials and information provided

by us to you for the purpose and in the performance of the Services will remain with us at all time,

unless contrary intention is specified in the Agreement.

- 13.2 Any rights or licence to use the intellectual property rights granted by a Party to another Party will be non-exclusive, revocable and free of royalty or other payment.

14. CONFIDENTIALITY

14.1 Each Party undertakes and agrees that:

- (a) any Confidential Information of the other Party will be treated, preserved and maintained in strict confidence unless the disclosure is agreed to in writing or required by law;
- (b) it will not use any part of the Confidential Information for any purposes other than to comply with its obligations under the Agreement; and
- (c) it will ensure that its Representatives and any sub-contractors comply with the sub-clause 14.1.

14.2 Upon termination of the Agreement:

- (a) each Party must deliver to the other Party, or destroy at the request of the other Party, all copies of or documents or computer files containing the other Party's Confidential Information and all materials related to it immediately and confirm in writing that it has done so.
- (b) the obligations under this clause will not merge and will continue in force.

15. PRIVACY

All information about you obtained by us will be maintained in accordance with Privacy Act. Please refer to our website www.lancogroup.com.au for further details.

16. GUARANTEE

- 16.1 The Guarantor (and if more than one, each jointly and severally), in consideration of our entry into this Agreement, unconditionally guarantees your performance of all your obligations under the Agreement. The Guarantor agrees that if you at any time fail to pay any money due or fails to perform or observe any term of the Agreement, the Guarantor is personally liable for and will pay us all money due and payable by you (or any subsequent owner of your business and/or company (if any)). No demand by us for payment is necessary. The Guarantor further agrees to indemnify us and keep us indemnified against any cost, expense, loss or damage and Consequential Loss, whether direct or indirect, suffered due to any act or omission of you (or any subsequent owner of the business or company) or due to the Agreement or any part of it being or becoming unenforceable against you. This guarantee and indemnity are a continuing, absolute, unconditional and irrevocable guarantee and indemnity and remains enforceable against the Guarantor despite any transaction or other thing and even if the Agreement is or becomes void or unenforceable against you. This guarantee extends to cover the Agreement as amended, varied or replaced, either with or without the consent of the Guarantor.

17. GENERAL

- 17.1 Neither Party is liable for breach of any of its obligations under the Agreement as a result of any act of God, war, terrorism, strike, lockout, industrial action, fire, flood drought, storm or other event beyond the reasonable control of either Party.
- 17.2 The Agreement is to be governed by the laws of the State of Victoria. Any proceeding under or in connection with it must be taken in the appropriate Court in the State.
- 17.3 A provision of or a right created under the Agreement may not be waived or varied except in writing signed by the Parties.
- 17.4 Notwithstanding that the Agreement is intended to be fully binding and effective according to its terms each of the Parties hereto shall procure each of their servants, agents or sub-contractors to, sign, execute and deliver all such assurances, deeds, documents, instruments and writings and shall do and shall procure to be done all such other acts and things as may be necessary or desirable to give full and better effect to the Agreement.
- 17.5 If there is more than one person named as our client, customer and/or Guarantor, the obligations of each person named is joint and several.
- 17.6 You agree that the provisions of this Agreement which are capable of having effect after termination of the Agreement shall remain in full force and effect notwithstanding termination of the Agreement.
- 17.7 If you or Guarantor have signed this Agreement and/or the guarantee acting as a trustee of a trust, whether stated, known to us or otherwise, you and/or Guarantor warrant that the execution of this Agreement and the guarantee was within the power granted under the relevant trust instrument and that the assets of the trust will be available to meet their respective obligations arising from this Agreement and the guarantee and under any judgment that we may obtain against you.
- 17.8 Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

- 17.9 This Agreement may be executed in any number of counterparts all of which, when taken together, will constitute one and the same instrument. This Agreement may be exchanged electronically.
- 17.10 If any clause, sub-clause, paragraph, sub-paragraph or part thereof of this Agreement is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed to the extent that it is void or to the extent of violability, invalidity or unenforceability, but the remainder of the Agreement will remain in full force and effect.
- 17.11 Any notice given pursuant to the Agreement must be given in writing and it will be deemed served or given:
- (a) if personally served by being left at the address of the Party to whom the Notice is given between the hours of 9:00 am and 5:00 pm on any business day, then in such case at the time the Notice is so delivered;
 - (b) if sent by fax, then in such case when successfully transmitted provided that if the fax is transmitted outside business hours, then when business hours next commence.

18. DEFINITIONS

In our general terms and conditions:

Agreement	means the project agreement, quotation, proposal, a purchase order form containing details of the Services to be supplied including but not limited to the price and description of the Services, scope of the Services, payment terms, return policy, warranties and confidentiality provision and these General Terms and Conditions.
ACL	means <i>Competition and Consumer Act 2010</i> (Cth) and related regulations.
Confidential Information	means all information passing in between you and us relating to the performance of our respective obligations under the Agreement including but not limited to trade secrets, trademark and patent applications, drawings, know-how, techniques, source and object code, licences, arrangements and contracts with third parties, customer information, formulae, customer lists, concepts not produced in material form, designs, plans and models and without limitation includes: <ol style="list-style-type: none"> (i) information designated as confidential by a Party; (ii) information imparted in confidence to a Party by the other Party; (iii) any evaluation made by or on behalf of a Party, including all minutes, notes, papers, communications and other records capable of being reproduced; (iv) any other information capable of being classified by equity as Confidential Information, but does not include information: <ol style="list-style-type: none"> (v) disclosed by a Party to its professional advisers, but only to the extent that it is necessary for the Party to disclose Confidential Information in order that it may fulfill its obligations under the Agreement; or (vi) disclosed under a Court order or Legislation; or (vii) which a Party has agreed in writing is not Confidential Information; or (viii) which comes into the public domain other than by a breach of the Agreement by a Party or its agents; or (ix) independently known or developed by a Party.
Consequential Loss	means any consequential or reasonably foreseeable loss or damage, including exemplary, punitive or incidental loss or damage, loss of revenue or profits, loss of anticipated savings, loss of rental, other commercial or personal loss or damage or any loss or damage that is an indirect loss.
Delivery Date	means the estimated date (or a schedule of dates as the case may be) of delivery of Services as specified in the Agreement.
Deposit	means the amount equal to 30% of the total Price.
Development Deed	means the deed between the Water Authority, you, us and any other party involved in a development project.
GST	means GST within the meaning of the GST Act.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Guarantor	means the individual/s that sign or enter into this Agreement for or on behalf of the client and/or customer and whether or not they sign or enter this Agreement in any other capacity, such as a director, agent or manager of a corporation.

Insolvency Event	means if a party is or becomes bankrupt or commits any act of bankruptcy; or proposes or takes any step to enter into any scheme of arrangement with creditors or compounds with creditors; or has judgment debt entered against them in any court; or presents a debtors petition or has a sequestration order made against it; or, being a company, have a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed or an application is made to wind up; or cannot, proposes or suspends the payment of debts generally; or is presumed insolvent for the purposes of any provision of the Corporations Act 2001 (Cth); or a resolution is made for its dissolution or liquidation (or the dissolution or liquidation of any of its affiliates), other than for the purpose of solvent amalgamation or reconstruction.
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Losses	means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all: <ul style="list-style-type: none"> (a) liabilities on account of tax; (b) interest and other amounts payable to third parties; (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any claim, whether or not resulting in any liability; and (d) all amounts paid in settlement of any claim.
Relevant IP	means all Intellectual Property Rights that we make, develop or conceive (whether alone or in conjunction with someone else) in the course of, or arising out of, the Services, and all other Intellectual Property Rights of ours that we use in the course of providing the Services.
Representatives	means, in respect of a person, the employees, officers, consultants, agents and advisers of that person, and, in respect of a body corporate, includes its officers.
Mediator	means an impartial third party who is engaged or appointed to assist the Parties in exploring options for the resolution of conflicts
Notice of Default	means a written notice given by us to you in accordance with clause 11.1.
Order	means an order for the supply of the Services.
Party	means we or you.
Price	means the price for the Services as specified in the Agreement.
Privacy Act	means <i>Privacy Act 1988</i> (Cth)
Services	means the services provided to you directly by us as specified in the Agreement including but not limited to preliminary investigations, feasibility studies, cost estimates, preparation of design plans for civil and structural works, contract documentation, administration, supervision and project management.
Sites	means the email, sites or address nominated by you for the delivery of the Services.
Water Authority	means a water authority under a Development Deed
We, Us, Our	means Lanco Group Pty Ltd (ACN 160 328 478) and its employees, agents and sub-contractors.
You, your	means the customer or client and their directors (if client is a corporation) with whom we enter into an agreement for the supply of Services.