

Basic Purchasing Conditions

1 The Contract

A Contract will be formed between TAFE Queensland (as the Customer) and the Supplier on the terms of these Basic Purchasing Conditions when the Supplier accepts a Purchase Order or provides the Goods and/or Services set out in a Purchase Order. The Contract continues until the Goods are delivered or the Services are performed or the expiry date specified in the Purchase Order (if applicable), unless terminated earlier in accordance with this Contract.

2 Interpretation

The definitions and rules of interpretation that apply to this Contract are as attached to these Basic Purchasing Conditions as Attachment 1.

3 Supplier to provide Goods and/or Services

TAFE Queensland appoints the Supplier to supply the Goods and/or Services. The Supplier accepts the appointment. The Supplier must provide the Goods and/or Services in accordance with this Contract and TAFE Queensland's delivery instructions including within the timeframes specified in the Purchase Order or as otherwise agreed.

The Supplier will promptly notify TAFE Queensland if it believes it will not be able to meet any delivery date or other timeframes specified in the Purchase Order. If the Supplier cannot meet the timeframes specified in the Purchase Order, then TAFE Queensland may terminate the Contract at no cost to TAFE Queensland.

4 No exclusivity

Notwithstanding anything else in the Contract, TAFE Queensland may engage other suppliers to (or may itself) provide goods, services and other deliverables which are the same as or similar to the Deliverables.

5 Right to cancel Purchase Order before delivery for convenience

TAFE Queensland has the right to cancel the Purchase Order and terminate this Contract at any time prior to delivery of the Goods and/or completion of the Services, by written notice to the Supplier.

The Supplier will promptly notify TAFE Queensland if it will incur expenses as a consequence of the cancellation, including the estimated amount.

If TAFE Queensland proceeds to cancel the Purchase Order, TAFE Queensland will reimburse the Supplier for its reasonable out of pocket expenses reasonably incurred as a direct consequence of the cancellation. The Supplier must take all reasonable steps to minimise the expenses associated with cancellation.

6 Requirements

- (a) The Supplier must ensure that the Goods satisfy the description in the Contract or the Purchase Order, are new, unused and of recent origin, are of a high quality and are fit for their usual purpose and any other purpose disclosed by TAFE Queensland before the Contract is formed.
- (b) The Supplier must ensure the highest quality of work, and provide the Services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services.
- (c) If the Supplier enters the Site to deliver the Goods and/or provide the Services, the Supplier must comply with TAFE Queensland's policies, codes of conduct, rules, standards and procedures, and workplace health and safety policies, relevant to the Site. TAFE Queensland will make copies available on request.
- (d) The Supplier must comply with all reasonable directions of TAFE Queensland in relation to the Supplier's performance of the Contract.
- (e) The Supplier must comply with all Laws necessary for the Supplier to perform the Contract (and provide evidence of compliance if TAFE Queensland asks), and ensure that use of the Goods by TAFE Queensland as contemplated in the Contract will comply with all Laws.
- (f) If the Supplier enters the Site to deliver the Goods and/or provide the Services, the Supplier must maintain public liability and products insurance for a minimum amount of \$1 million per

claim and workers' compensation insurance (if required by law), and any other insurance specified in writing by TAFE Queensland.

- (g) The Supplier must not use or disclose or otherwise make available any Confidential Information to any person except to its Personnel on a need to know basis to perform the Contract.
- (h) If the Supplier collects or has access to any Personal Information in order to perform the Contract, the Supplier must, when performing this Contract:
 - (i) if TAFE Queensland is an 'agency' for the Information Privacy Act, other than for chapter 3 of the Information Privacy Act, comply with those parts of Chapter 2 of the Information Privacy Act which are applicable to TAFE Queensland, as if the Supplier were TAFE Queensland; or
 - (ii) otherwise, comply with the Australian Privacy Principles in the Privacy Act.
- (i) The Supplier is fully responsible for its Personnel, including for ensuring Personnel comply with the Requirements. The Supplier is not, and Supplier Personnel are not, employees of TAFE Queensland.

7 Ethical Supplier Threshold

The Supplier must comply with the Ethical Supplier Threshold. The Supplier must immediately inform TAFE Queensland if it ceases to comply with the Ethical Supplier Threshold.

Where TAFE Queensland reasonably suspects that the Supplier is not complying with the Ethical Supplier Threshold, TAFE Queensland may, by notice, require the Supplier to show cause as to why TAFE Queensland should not terminate the Contract.

TAFE Queensland must specify in the notice the date by which the Supplier must respond, which must not be less than 5 Business Days.

If the Supplier fails to show reasonable cause by the date specified in the notice, TAFE Queensland may, by notice in writing, terminate the Contract.

8 Anti-competitive conduct, conflict of interest and criminal organisation

8.1 Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage in, any collusive, anticompetitive or similar conduct in connection with the Contract, any associated Invitation Process or any actual or potential contract with any entity for goods and services similar to the Goods and Services. In addition to any other remedies available to it under

Law or contract, the Customer may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has engaged in collusive or anticompetitive conduct.

8.2 Conflict of interest

The Supplier warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest is created, or might appear to be created, in conflict with its obligations under this Contract, except as disclosed in writing to TAFE Queensland.

8.3 Criminal organisation

The Supplier warrants that neither it nor its Personnel:

- (a) have been convicted of an offence under the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A of the *Criminal Code Act 1899* (Qld); or
- (b) are subject to an order under, or have been convicted of an offence under the *Criminal Organisation Act 2009* (Qld).

8.4 Warranties are ongoing

The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Supplier warrants that it will immediately notify TAFE Queensland if it becomes aware that any warranty made in this clause was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way.

In addition to any other remedies available to it under Law or contract, TAFE Queensland may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has breached any warranties in this clause.

9 Invoicing, price and payment

- (a) The Supplier may invoice TAFE Queensland after delivery of Goods and/or Services that comply with the Requirements.
- (b) The Supplier must include adequate information for TAFE Queensland to verify that the invoice is accurate, and will provide supporting documentation reasonably requested by TAFE Queensland. TAFE Queensland is not required to pay any invoice that does not comply with this clause.
- (c) TAFE Queensland will pay each correctly rendered tax invoice within 30 days of receipt.
- (d) TAFE Queensland may withhold payment of any

amount which it disputes in good faith, until the dispute is resolved and it is determined that the amount is payable.

- (e) The Price is inclusive of all charges, expenses and overheads, and all taxes and duties, except for GST.

10 GST

- (a) Unless expressly stated otherwise, all amounts payable under this Contract are GST exclusive.
- (b) Where GST is imposed on a supply under the Contract, the recipient of the supply shall pay to the supplier an amount equal to the GST (if any) payable on the taxable supply, at the same time that it is required to make the payment for the taxable supply, provided that it receives a valid tax invoice at or before the time of payment. Terms in this clause have the same meanings as in the GST Law.

11 Liability

The maximum liability of a party to the other, whether in contract, tort (including negligence) or otherwise in connection with the Contract, is an amount equal to the total of all Prices (including additional expenses and charges) payable under the Contract, multiplied by 1.5. The cap on liability does not apply to liability in relation to:

- (a) personal injury, including sickness, injury or death;
- (b) loss of, or damage to, tangible property;
- (c) Wilful Default, Wilful Misconduct, unlawful act or omission of, or failure to comply with applicable Law by the Supplier or its Personnel; or
- (d) any Claim by a third party relating to this Contract, including breach of a third party's Intellectual Property Rights.

12 Intellectual Property Rights

The Supplier grants (and must procure that relevant third parties grant) TAFE Queensland an irrevocable, unconditional, perpetual, free of additional charge, non-exclusive, worldwide and transferable (including sub-licensable) licence to exercise all Intellectual Property Rights in the Goods and Services, for any purpose of TAFE Queensland, the State of Queensland or other Queensland Government Body. The Supplier warrants that it is authorised to grant the rights in this clause.

13 Customer Data

The ownership of Customer Data, including any Intellectual Property Rights in Customer Data, shall vest in TAFE Queensland on creation. The Supplier

has no right, title or interest in Customer Data except as specified in this clause. The Supplier must not use, access, modify or disclose Customer Data to any person except to its Personnel on a need to know basis to perform the Contract.

The Supplier must comply with clause 5(h) and all applicable Laws in relation to Customer Data which is Personal Information, and must provide reasonable assistance to TAFE Queensland on request to enable TAFE Queensland to comply with Laws, policies and standards applicable to TAFE Queensland in relation to Customer Data including (without limitation) identifying, labelling, searching, reporting, copying, retrieving and modifying Customer Data in relation to Personal Information, public records, right to information and information standards.

14 Where Requirements not met

If any Requirements for the Goods and/or Services are not met, at the request of TAFE Queensland the Supplier will promptly:

- (a) resupply the relevant Goods;
- (b) re-perform the relevant Services; or
- (c) refund TAFE Queensland any monies paid,

and TAFE Queensland may exercise any other right or remedy that it has under this Contract or otherwise.

If the Supplier fails to comply with its obligations under this clause, TAFE Queensland may have the Goods and/or Services re-supplied or re-performed by others, and the Supplier shall pay to TAFE Queensland on demand any costs incurred by TAFE Queensland in doing so.

Acceptance of the Goods and/or Services by TAFE Queensland does not relieve the Supplier of any of its obligations under the Contract.

15 General

The parties agree that:

- (a) **(communications)** they will direct all enquiries relating to the Contract to the other party's nominated contact person, or to another person if the other party directs;
- (b) **(variation)** the Contract may only be varied by written agreement of authorised representatives of the parties;
- (c) **(entire agreement)** this Contract sets out all the parties rights and obligations relating to the subject matter of the Contract, and it replaces all earlier representations, statements, agreements and understandings except as stated otherwise in this Contract. No other terms apply;
- (d) **(relationship)** their relationship is of principal

and contractor. This Contract does not create any partnership, joint venture or employment relationship. The Supplier must not represent itself or allow anyone else to represent that the Supplier is a partner, joint venturer, officer or employee of TAFE Queensland;

- (e) (**manufacturer warranties**) the Supplier assigns any manufacturer's warranty to TAFE Queensland, where possible to do so, and must inform TAFE Queensland where it is not possible to do so;
- (f) (**delivery**) the Supplier must deliver the Goods and/or other relevant Deliverables to the Site in accordance with TAFE Queensland's instructions. If the Supplier asks, TAFE Queensland will confirm in writing that the Deliverables have been received;
- (g) (**packaging**) the Supplier must adequately pack and protect Goods to withstand transit and storage, and provide a packing note with the Goods;
- (h) (**rejected Goods**) if TAFE Queensland rejects Goods, and the Supplier does not repossess the rejected Goods within 30 days of notice of rejection, TAFE Queensland may sell or dispose of the Goods, at TAFE Queensland's cost;
- (i) (**risk**) risk will transfer to TAFE Queensland when the Goods are delivered to the delivery address specified in writing by TAFE Queensland, in accordance with the delivery instructions;
- (j) (**title**) title in the Goods and Deliverables will transfer on the earlier of the delivery or payment of the applicable Price;
- (k) (**no encumbrance**) the Supplier warrants that the Goods are not (and when title passes, will not be) subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract;
- (l) (**right to publish**) TAFE Queensland may publish information about the Contract on the Government's contract directory, where required or recommended by Government procurement policy, or as required under the Right to Information Act;

- (m) (**costs of termination**) if TAFE Queensland terminates the Contract under clause 7 or 8, the Supplier will pay or reimburse the Customer's reasonable costs of obtaining replacement Deliverables or arranging for another supplier to complete the Contract; and
- (n) (**survival**) clauses 2, 4, 5, 6(a), 6(g), 6(h), 6(i), 9, 10, 11, 12, 13, 14, 16 and 17 and this clause 15 will survive termination or expiry of the Contract for any reason.

16 Partnerships, JVs and trusts

Where the Supplier is a:

- (a) partnership or joint venture, each partner or joint venturer (as applicable) is jointly and severally liable under this Contract; or
- (b) trustee, the Supplier represents and warrants in its own right and as trustee of the trust that, as at the date of this Contract and until such time as all obligations under this Contract are discharged:
 - (i) it is the sole trustee of the trust;
 - (ii) it has the requisite capacity and authority to enter into this Contract on behalf of, and to bind the beneficiaries of, that trust and to perform all obligations under this Contract pursuant to the documents governing that trust; and
 - (iii) it has the right to be fully indemnified out of the assets of the trust in relation to this Contract and the assets of the trust are sufficient to satisfy all obligations of the trust under this Contract.

17 If Contract under SOA

- (a) If this Contract is entered pursuant to a SOA, TAFE Queensland may terminate the Contract for cause immediately on written notice to the Supplier if TAFE Queensland is entitled to terminate the SOA or TAFE Queensland is entitled to terminate for cause any other contract entered under the SOA.
- (b) Unless otherwise specified in the Purchase Order, all the terms and conditions of this Contract (including this clause) will survive termination or expiry of the SOA, for any reason.

Definitions and Interpretation

A Definitions

Basic Order means any form of order from the Customer for the provision of Goods and/or Services which incorporates or refers to the Basic Purchasing Conditions.

Basic Purchasing Conditions means a document titled '*Basic Purchasing Conditions*' which may be in a similar format to the document available at www.forgov.qld.gov.au.

Business Day means between 9:00am and 5:00pm on a day other than a Saturday, Sunday or public holiday at the Customer's address.

Claim includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages or expenses, including those arising out of the terms of any settlement.

Closing date and time means the date and time stated in the Invitation to Offer or Request for Quote, or such later time as may be notified by the Customer.

Comprehensive Contract Conditions means a document titled '*Comprehensive Contract Conditions*' which may be in a similar format to the document available at www.forgov.qld.gov.au.

Confidential Information means all information disclosed by or on behalf of the Customer, Principal or the Supplier ("**Discloser**") to the other party ("**Recipient**") in connection with an Invitation to Offer, Request for Quote or a Contract or created using that information, which is confidential in nature and designated as confidential or which a reasonable person receiving the information would realise is sensitive or confidential, and all information to the extent it is derived from that information, and (in the case of the Customer) all Customer Data. Confidential Information does not include any information which:

- (a) is or becomes public, except through breach of a confidentiality obligation;
- (b) the recipient can demonstrate was already in its possession or was independently developed by the recipient; or
- (c) the recipient receives from another person on a non-confidential basis.

Conflict of Interest includes any actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.

Conforming Offer means an offer by the Supplier to enter into a Contract to provide the Deliverables to the Customer, which includes all the information requested, is received by the Closing date and time, and meets all other requirements for offers set out in the Invitation to Offer or Request for Quote.

Contract means an agreement between the Customer and the Supplier, made up of:

- (a) the Details and either the General Contract Conditions or Comprehensive Contract Conditions, and any document which the Details state will form part of the Contract; or
- (b) the Details, and other specified contract and documents which the Details state will form part of the Contract; or
- (c) for the purchase of Goods or Services under a Basic Order, the Basic Order and Basic Purchasing Conditions and any document which the Basic Order states will form part of the Contract; or
- (d) where entered under the terms of an SOA, the SOA Conditions, those sections of the Details that are expressed to form part of the Contract, the SOA Order, and one of the following:
 - (i) Basic Purchasing Conditions;
 - (ii) General Contract Conditions;
 - (iii) Comprehensive Contract Conditions;
 - (iv) QITC; or
 - (v) other specified contract that applies when Customers purchase from the Supplier under the SOA,
 as set out in the Details.

Contract Details means a document titled '*Contract Details*' that contains information about a specific contract between the Customer and Supplier, which may be in a similar format to the document available at www.forgov.qld.gov.au.

Customer means the party described as the Customer in the Contract Details.

Customer Data means any information, materials, data, datasets or databases to the extent provided by or on behalf of the Customer or Principal or to the extent created, processed, produced or derived by or on behalf of the Supplier using that information, materials, data, datasets or databases.

Customer Inputs means the Customer's Personnel, equipment, premises, documents, access and any other resources that the Customer will provide or make available to the Supplier, which the Supplier will use to provide the Deliverables, set out in the Details.

Deliverables means the Goods, Services and documentation to be provided to the Customer including as described in the Requirements, and all incidental and ancillary goods, services and documentation.

Details means:

- (a) for purchases under an SOA, the SOA Details together with the Basic Order or SOA Order (as applicable); or
- (b) otherwise, the Contract Details.

Discloser has the meaning given in the definition of Confidential Information.

Ethical Supplier Threshold means the Ethical Supplier Threshold as described in the Queensland Procurement Policy (as updated, amended or replaced from time to time).

General Contract Conditions means a document titled '*General Contract Conditions*' which may be in a similar format to the document available at www.forgov.qld.gov.au.

Goods means the goods the Supplier will provide, described in the Details or Basic Order.

GST has the meaning given in the GST Law and includes an amount payable under or in accordance with section 5 of the *GST and Related Matters Act 2000* (Qld) or equivalent legislation.

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

Information Privacy Act means the *Information Privacy Act 2009* (Qld).

A person or entity is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth)); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to its property; or

- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth) (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person or entity under the Laws of any jurisdiction.

Intellectual Property Rights includes all copyright, trade mark, design, patents, semiconductor or circuit layout rights, plant breeders rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after the date of the Invitation to Offer, Request for Quote or Contract (as applicable), but excludes Moral Rights.

Invitation Process means the process commenced by the issuing of a request for quote, Invitation to Offer or any other process by which a Customer or Principal seeks an offer for the supply of goods and/or services and concluding upon formal announcement by that Customer or Principal of the selection of a preferred supplier or upon the termination of the process.

Invitation to Offer (ITO) means an Invitation to Offer issued by a Customer or Principal.

Key Personnel means the people identified in Requirements as 'key personnel'.

Laws means all:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State of Queensland;
- (b) certificates, licences, consents, permits, approvals and requirements of organisations

having jurisdiction in connection with the provision of the Deliverables;

- (c) the requirements of any authority with jurisdiction in respect of the Deliverables and/or the Site, as applicable; and
- (d) fees and charges payable in connection with the foregoing.

Machinery of Government Change means a transfer of responsibility, function or operations, in whole or in part, from a Queensland Government department or agency or Queensland Government Body to another Queensland Government department or agency or Queensland Government Body.

Moral Rights means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world, whether existing before or after the date of the Invitation to Offer, Request for Quote or Contract (as applicable).

Offer Validity Period means the period stated in the Invitation to Offer or Request for Quote (as applicable).

Personal Information has the meaning given:

- (a) for the purpose of the Information Privacy Act, in that Act; or
- (b) for the purposes of the Privacy Act, in that Act.

Personnel means officers, directors, employees, agents and subcontractors.

Price means the price or prices described in a Contract or calculated using a calculation method in the Details.

Principal is the party described in the SOA Details, responsible for administering the SOA.

Privacy Act means the *Privacy Act 1988* (Cth).

QITC means the Queensland Information Technology Contracting framework. The QITC framework documents are currently located at www.forgov.qld.gov.au.

Queensland Government Body means any of:

- (a) a body corporate or an unincorporated body established or constituted for a public purpose by the State of Queensland legislation, or an instrument made under that legislation (including a local authority);
- (b) a body established by the State of Queensland through the Governor or a Minister; or
- (c) an incorporated or unincorporated body over which the State of Queensland exercises control.

Recipient has the meaning given in the definition of Confidential Information.

Reliable Information means information and documents provided by or on behalf of the Customer or the Principal, to the extent that the Customer or Principal (as applicable) has expressly agreed in writing that the Supplier may rely on such information or documents, but only in respect of the purpose and validity period nominated by the Customer or the Principal.

Request for Quote (RFQ) means a Request for Quote issued by a Customer.

Requirements means the standards, specifications and other requirements for the Deliverables and the performance of the Supplier's other obligations under the Contract, which are set out in the Contract, the Invitation to Offer or Request for Quote (if any), or otherwise agreed by the parties in writing.

Right to Information Act means the *Right to Information Act 2009* (Qld).

Services means the services the Supplier will perform, described in the Details or Basic Order (as applicable).

Site means the site or premises at which the Deliverables are to be provided as specified by the Customer in the Details or Basic Order (as applicable).

SOA means a standing offer arrangement entered into between the Principal and the Supplier, made up of the SOA Details and the SOA Conditions and any document which the SOA Details states will form part of the SOA.

SOA Conditions means a document titled '*Standing Offer Arrangement Conditions*' (or similar) which may be in a similar format to the document available at www.forgov.qld.gov.au.

SOA Details means a document titled '*Standing Offer Arrangement Details*' (or similar) that contains information about a specific SOA, which may be in a similar format to the document available at www.forgov.qld.gov.au.

SOA Order means any order or acknowledgment from the Customer for the provision of Goods and/or Services that are the subject of a SOA.

Supplier means the party described as the Supplier in the Contract Details.

Wilful Default means fraud, fraudulent concealment, dishonesty, or any illegal or malicious act or omission in relation to the Contract by a party or its Personnel.

Wilful Misconduct means an intentional breach of either a material provision of the Contract or of a Law in respect of the Supplier's obligations under the

Contract, committed with reckless disregard for the consequences and in circumstances where the Supplier knows or ought to know that those consequences would likely result from the breach, and which is not due to an honest mistake, oversight, error of judgement, accident or negligence.

B Interpretation

Unless it is expressly stated that a different rule of interpretation will apply:

- (a) (**agreement**) a reference to an agreement includes any variation or replacement of the agreement;
- (b) (**Business Day**) if the due date for any obligation is not a Business Day, the due date will be the next Business Day;
- (c) (**consistency**) where an Invitation to Offer, Request for Quote or Contract is made up of more than one document, the Invitation to Offer, Request for Quote or Contract must be read in a way that minimises inconsistency, ambiguity or discrepancy;
- (d) (**contract departures**) the contract departures section of the Details will take precedence over all other documents.
- (e) (**currency**) all currency amounts are in Australian dollars;
- (f) (**headings**) headings are provided for convenience and do not affect the interpretation of the Invitation to Offer, Request for Quote or documents making up a Contract;
- (g) (**includes**) “include”, “includes” and “including” must be read as if followed by the words “without limitation”;
- (h) (**joint and several**) agreements, representations and warranties made by two or more people will bind them jointly and severally;
- (i) (**governing law**) the laws of Queensland apply to a Contract, SOA and any Invitation Process. Each party submits to the jurisdiction of the courts of Queensland;

- (j) (**law**) a reference to law includes common law and statutory laws, regulations, orders, subordinate legislation, ministerial directions, directions of relevant regulators and binding codes of conduct, and includes any consolidation, amendment, re-enactment or replacement of a law;
- (k) (**person**) a person includes the person’s executors, administrators, novatees and assignees;
- (l) (**construction**) no rule of construction will apply to a provision of a document to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it; and
- (m) (**severability**) if any part of a Contract is invalid, unlawful or unenforceable, the invalid, unlawful or unenforceable part of the Contract will not apply but the other parts of the Contract will not be affected.

C Notices

- (a) A notice will be deemed to be given:
 - (i) if posted to an address in the same country, three (3) Business Days after the date of posting;
 - (ii) if posted to an address in a different country, five (5) Business Days after the date of posting;
 - (iii) if delivered by hand on a Business Day, on the date of delivery; or
 - (iv) if emailed, subject to clause (b) below, on the date recorded on the device from which the party sent the email, unless the sending party receives an automated message that the email has not been delivered,

but if the notice is taken to be given on a day that is not a Business Day or after 5:00 pm (local time of the receiving party), it is taken to be given at 9:00 am on the next Business Day.
- (b) A notice of suspension or termination of a Contract or SOA which is sent via email must also be sent by post or hand delivery and will not be deemed to be given until the notice is deemed to be delivered by post or hand delivery.