

Simon Caddy Electrical Pty Ltd – Terms & Conditions of Trade

1.1

"SCE" means Simon Caddy Electrical Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Simon Caddy Electrical Pty Ltd.

1.2

"Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.

1.3

"Goods" means all the Services supplied by SCE to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).

1.4

"Price" means the Price payable for the Goods as agreed between SCE and the Client in accordance with clause 4 below.

2.1

2. Acceptance
The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order or accepts delivery of the Goods.

2.2

The terms and conditions may only be amended with SCE's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and SCE.

2.3

The Client accepts and acknowledges unless agreed to in writing, that the cost of all Supply Authority and Statutory Authority Charges in connection with the Services provided, which are levied by Distribution Network Supply Providers (DNSP) or other Statutory Authority will be the cost of the Client.

2.4

In the event that SCE is required to provide the Services urgently, that may require SCE's staff to work outside normal business hours (including but not limited to working, through line breaks, weekends and/or Public Holidays) then SCE reserves the right to charge the Client additional labour costs (penalty rates will apply), unless otherwise agreed between SCE and the Client.

2.5

SCE reserves the right to postpone all Services arranged in the event of poor weather conditions that may pose a safety risk for all parties. The Client accepts in this instance should employees of SCE be unable able to work a full forty eight (48) hours per week due solely to the event of inclement weather that the cost of such employment whilst the employees are unable to work shall be the responsibility of the Client and shall be added to the total Price.

3.1

3. Change in Control
The Client shall give SCE not less than fourteen (14) days prior written notice of any proposed change of control of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by SCE as a result of the Client's failure to comply with this clause.

4.1

4. Price and Payment
At SCE's sole discretion the Price shall be either:
(a) as indicated on any invoice provided by SCE to the Client; or
(b) SCE's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

4.2

SCE reserves the right to change the Price if a variation to SCE's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including but not limited to, any variation as a result of increases to SCE in the cost of taxes, levies, materials and labour or where additional Services are required due to the discovery of hidden or unidentifiable difficulties including, but not limited to, poor weather conditions, limitations to accessing the site, hard rock barriers below the surface or iron reinforcing rods in concrete, obscured building and/or surface defects, defects in predeceasing workmanship, safety considerations, prerequisite work by any third party not being completed or hidden pipes and wiring in walls etc which are only discovered on commencement of the Services) will be charged for on the basis of SCE's quotation and will be shown as variations on the invoice.

4.3

At SCE's sole discretion a deposit may be required.

4.4

Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date determined by SCE, which may be:
(a) on delivery of the Goods;
(b) the date which is fourteen (14) days following the date of any invoice given to the Client by SCE;
(c) the date which is thirty (30) days following the date of any invoice given to the Client by SCE;
(d) by way of instalments/progress payments in accordance with SCE's payment schedule; or
(e) the date specified on any invoice or other form as being the date for payment; or
(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by SCE.

4.5

Payment may be made by cash, bank cheque, electronic/on-line banking, credit card or by any other method as agreed to between the Client and SCE.

4.6

Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to SCE an amount equal to any GST SCE must pay for any supply by SCE under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5.1

5. Delivery of Goods
Delivery of the Goods is taken to occur at the time that SCE (or SCE's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.

5.2

At SCE's sole discretion the cost of delivery is included in the Price.

5.3

The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then SCE shall be entitled to charge a reschedule fee for redelivery and/or storage. SCE may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

5.4

Any time or date given by SCE to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and SCE will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

6.1

6. Risk
Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.

6.2

If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, SCE is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SCE is sufficient evidence of SCE's rights to receive the insurance proceeds without the need for any person dealing with SCE to make further enquiries.

6.3

If the Client requests SCE to leave Goods outside SCE's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

6.4

Where the Client has supplied materials for SCE to complete the Services, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. SCE shall not be responsible for any defects in the Services, any loss or damage to the Goods (or any part thereof), however arising from the use of materials supplied by the Client.

6.5

SCE shall not be liable for any loss or damage caused in accessing the work site beyond reasonable control of SCE (including, without limitation, to ceiling tiles and panels, false brickwork and rendered masonry services) which SCE may have to break into or disturb in performance of the Services), unless due to the negligence of SCE.

6.6

Where SCE gives advice or recommendations to the Client, or the Client's agent, regarding the suitability of the worksite for the electrical installation or similar works and such advice or recommendations are not acted upon then SCE shall require the Client or their agent to authorise commencement of the Services in writing. SCE shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.

7.1

7. Air Conditioning Risk
Whilst the final location of the condensing unit is at the discretion of the Client, a charge will apply as a variation as per clause 4.2, if the Client requests the unit to not be located adjacent to the external wall, due to the underground piping required.

7.2

The final location of the wall, window or floor unit must be determined on site by the Client.

7.3

The Client acknowledges and agrees that SCE does not guarantee any noise levels (external or internal) and SCE shall not be held liable for any loss, damages, or costs, however resulting from noise levels.

7.4

In the event that any of the equipment needs to be relocated due to complaints from neighbours or local authorities, then the Client shall be responsible for any and all costs involved.

7.5

The Client acknowledges and agrees that it is their responsibility to insure any equipment partly or completely installed on site, against theft or damage.

7.6

In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Client then the Client agrees to indemnify SCE against any additional costs incurred with such a relocation of electrical wiring. All such variations shall be invoiced in accordance with clause 4.2.

8.1

8. Clients Responsibilities
It is the Client's responsibility to:
(a) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by SCE in this regard; and
(b) provide adequate dust sheets to protect the Client's furniture and décor. SCE will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any sanding process. Flaking or crumbling walls should be temporarily covered by the Client, until the coatings are dry; and
(c) extinguish all naked flames prior to coating including, but not limited to, pilot lights, heaters etc; and
(d) supply power within eight (8) metres of the project; and
(e) make the premises available on the agreed date and time. If installation is interrupted by the failure of the Client to adhere to the installation schedule agreed to between SCE and the Client, any additional costs will be invoiced to the Client as an extra.

8.2

SCE is not insured to remove furniture or fittings and will not do so, nor is SCE licensed to remove any electrical appliances.

8.3

The Client acknowledges that in the event asbestos or any other toxic substances are discovered at the worksite that it is their responsibility to ensure the safe removal of the same. The Client further agrees to indemnify SCE against any costs incurred by SCE as a consequence of such discovery. Under no circumstances will SCE handle removal of asbestos product.

9.1

9. Dimensions, Plans and Specifications
All necessary industry tolerances shall apply to the dimensions and measurements of the Goods unless SCE and the Client agree otherwise in writing.

9.2

The SCE shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client

9.3

If the giving of an estimate or quotation for the supply of Goods involves SCE estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of SCE's estimated measurements and quantities, before the Client places an order based on such estimate or accepts such quotation.

9.4

Should the Client require any changes to SCE's estimated measurements and quantities, the Client shall request such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a quotation before acceptance of that quotation.

10.1

10. Access
The Client shall ensure that SCE has clear and free access to the work site at all times to enable them to undertake the Services. SCE shall not be liable for any loss or damage to the site or the Client's property, including damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of SCE.

11.1

11. Underground Locations
Prior to SCE commencing any work the Client must advise SCE of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

11.2

Where the Client will take action to avoid damage to any underground services the Client agrees to indemnify SCE in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.

12.1

12. Title
SCE and the Client agree that ownership of the Goods shall not pass until:
(a) the Client has paid SCE all amounts owing to SCE; and
(b) the Client has met all of its other obligations to SCE.

12.2

Receipt by SCE of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

12.3

It is further agreed that:
(a) until ownership of the Goods passes to the Client in accordance with clause 12.1 that the Client is only a bailee of the Goods and must return the Goods to SCE on request.
(b) the Client holds the benefit of the Client's insurance of the Goods on trust for SCE and must pay to SCE the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for SCE and must pay or deliver the proceeds to SCE on demand.
(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of SCE and must sell, dispose of or return the resulting product to SCE as it so directs.
(e) the Client irrevocably authorises SCE to enter any premises where SCE believes the Goods are kept and recover possession of the Goods.
(f) SCE may recover possession of any Goods in transit whether or not delivery has occurred.
(g) the Client shall not charge or grant an encumbrance over the Goods nor grant otherwise give away any interest in the Goods while they remain the property of SCE.
(h) SCE may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

13.1

13. Personal Property Securities Act 2009 ("PPSA")
In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.

13.2

Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that SCE is entitled to register a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by SCE to the Client.

13.3

The Client undertakes to:
(a) promptly sign any further documents and/or provide any further information (such as information to be complete, accurate and up-to-date in all respects) which SCE may reasonably require;
(i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;
(ii) register any other document required to be registered by the PPSA; or
(iii) enter a statement of defect in the Register under section 13.3(6)(i) or 13.3(6)(ii);
(b) indemnify, and upon demand reimburse, SCE for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
(c) not register a financing charge statement in respect of a security interest without the prior written consent of SCE;
(d) if the Client is required to be registered, a financing statement or a financing charge statement in relation to the Goods in favour of a third party without the prior written consent of SCE;
(e) immediately advise SCE of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

13.4

SCE and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

13.5

The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

13.6

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

13.7

Unless otherwise agreed to in writing by SCE, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

13.8

The Client must unconditionally ratify any actions taken by SCE under clauses 13.3 to 13.5.

13.9

Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

14.1

14. Security and Charge
In consideration of SCE agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

14.2

The Client indemnifies SCE from and against all SCE's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising SCE's rights under this clause.

14.3

The Client irrevocably appoints SCE and each director of SCE as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.

15.1

15. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify SCE in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification SCE must allow SCE to inspect the Goods.

15.2

Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory warranties and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

15.3

SCE acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

15.4

Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, SCE makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. SCE's liability in respect of these warranties is limited to the fullest extent permitted by law.

15.5

If the Client is a consumer under the provisions of the CCA, SCE's liability is limited to the extent permitted by section 64A of Schedule 2.

15.6

If SCE is required to replace the Goods under this clause or the CCA, but is unable to do so, SCE may refund any money the Client has paid for the Goods.

15.7

If the Client is not a consumer within the meaning of the CCA, SCE's liability for any defect or damage in the Goods is limited to:
(a) limited to the value of any express warranty or warranty card provided to the Client by SCE at SCE's sole discretion;
(b) limited to any warranty to which SCE is entitled, if SCE did not manufacture the Goods; or
(c) otherwise negated absolutely.

15.8

Subject to this clause 15, returns will only be accepted provided that:
(a) the Client has complied with the provisions of clause 15.1; and
(b) SCE has agreed that the Goods are defective; and
(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

15.9

Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, SCE shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
(a) the Client failing to properly maintain or store any Goods;
(b) the Client using the Goods for any purpose other than that for which they were delivered; or
(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

15.10

(d) the Client failing to follow any instructions or guidelines provided by SCE;
(e) fair wear and tear, any accident, or act of God.
SCE may in its absolute discretion accept non defective Goods for return in which case SCE may require the Client to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.

16.1

16. Intellectual Property
Where SCE has designed, drawn or developed Goods for the Client, then the copyright in any design, drawings and documents shall remain the property of SCE.

16.2

The Client warrants that all designs, specifications or instructions given to SCE will not cause SCE to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify SCE against any action taken by a third party against SCE in respect of any such infringement.

17.1

17. Default and Consequences of Default
Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at SCE's sole discretion such interest shall compound monthly from such a rate) after as well as before any judgment.

17.2

If the Client owes SCE any money the Client shall indemnify SCE from and against all costs and disbursements incurred by SCE in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SCE's collection agency costs, and bank disbursement fees).

17.3

Without prejudice to any of the Client's remedies SCE may have, if at any time the Client is in breach of any of the terms and conditions of this agreement, then the Client agrees that SCE may suspend or terminate the supply of Goods to the Client. SCE will not be liable to the Client for any loss or damage the Client suffers because SCE has exercised its rights under this clause.

17.4

Without prejudice to SCE's other remedies at law SCE shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to SCE shall whether or not due for payment, become immediately payable if:
(a) any money payable to SCE becomes overdue, or in SCE's opinion the Client will be unable to make a payment when it falls due;
(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

18.1

18. Compliance with Laws
The Client and SCE shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.

18.2

The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.

18.3

The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

19.1

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

20.1

20. Cancellation
SCE may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice SCE shall repay to the Client any money paid by the Client for the Goods. SCE shall not be liable for any loss or damage whatsoever arising from such cancellation.

20.2

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

20.3

Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.

21.1

21. Privacy Act 1988
The Client agrees for SCE to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by SCE.

21.2

The Client agrees to pay the Client, and/or
(a) to assess an application by the Client; and/or
(b) to notify other credit providers of a default by the Client; and/or
(c) to provide a statement of the Client's creditworthiness to the status of this credit account, where the Client is in default with other credit providers; and/or
(d) to assess the creditworthiness of the Client.
The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

21.3

The Client consents to SCE being given a consumer credit report to collect overdue payment on commercial credit (Section 18(1)(h) Privacy Act 1988).

21.4

The Client agrees that personal credit information provided may be used and retained by SCE for the following purposes (and for other purposes as shall be agreed between the Client and SCE or required by law from time to time):
(a) the provision of Goods; and/or
(b) the marketing of Goods by SCE, its agents or distributors; and/or
(c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
(d) processing of any payment instructions, direct debit facilities and/or credit facilities in connection with the provision of Goods; and/or
(e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

21.5

SCE may give information about the Client to a credit reporting agency for the following purposes:
(a) to obtain a consumer credit report about the Client;
(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
The information given to the credit reporting agency may include:
(a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
(b) details concerning the Client's application for credit or commercial credit and the amount requested;
(c) advice that SCE is a current credit provider to the Client;
(d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been taken;
(e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
(f) information that, in the opinion of SCE, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
(g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
(h) that credit provided to the Client by SCE has been paid or otherwise discharged.

22.1

22. Building and Construction Industry Security of Payments Act 1999
At SCE's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.

22.2

Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

23.1

23. General
The failure by SCE to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect SCE's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

23.2

These terms and conditions and any contract to which they apply shall be governed by the laws of the state of New South Wales in which SCE has its principal place of business, and the jurisdiction of the Honorary Local courts in that state.

23.3

Subject to clause 15 SCE shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by SCE of these terms and conditions (alternatively SCE's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

23.4

The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by SCE nor to withhold payment of any invoice because part of that invoice is in dispute.

23.5

SCE may license or sub-contract all or any part of its rights and obligations without the Client's consent.

23.6

The Client agrees that SCE may amend these terms and conditions at any time, if SCE makes a change to these terms and conditions, then that change will take effect from the date on which SCE notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for SCE to provide Goods to the Client.

23.7

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

23.8

The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.