



JPS Career Psychology General Terms & Conditions Effective 1 January 2011

INTRODUCTION

JPS Career Psychology provides Clients and Participants with access to the JPS Career Psychology System including reports and all other services which may be offered from time to time including each and every feature which is collectively and jointly referred to as the "JPS Career Psychology System".

These JPS Career Psychology General Terms and Conditions cover the relationship between the Client, Participants or test takers and JPS Career Psychology and these General Terms and Conditions supersede all previous versions hereof, prior negotiations, verbal agreements and form part of each and every transaction with JPS Career Psychology. These General Terms and Conditions form part of the Client Agreement between the Client and JPS Career Psychology for use of the JPS Career Psychology System and additional Client specific terms and conditions are contained in each Client Agreement.

IT IS AGREED

1. Definitions and Interpretation

1.1. Definitions

In this Agreement the following expressions have the following meanings: "**Business Day**" means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where an act is to be performed or a payment is to be made. "**Client**" is the person, company or entity purchasing assessments or services through JPS Career Psychology. "**Client Agreement**" means the specific Client Agreement executed between JPS Career Psychology and the Client regarding the proper use of and payment for the use of the JPS Career Psychology System and incorporates these General Terms and Conditions and adherence to the JPS Career Psychology Privacy Policy. "**Commencement Date**" means the date of the product or service purchased from JPS Career Psychology. "**Confidential Information**" means, in relation to a party, the confidential information of that party which relates to the subject matter of this Agreement and information relating to the design, specification and content of the JPS Career Psychology System; the personnel, policies or business strategies of that party; and the terms on which access to the JPS Career Psychology System is being made available under the Client Agreement; but does not relate to information which is already in the public domain other than information which is in the public domain as a result of a breach of this Agreement. "**Delivery Date**" means the dates on which the assessment reports are delivered to the client and/or test taker. "**Go Live Date**" means the date on which the JPS Career Psychology System and

www.skillsone.com testing website is made accessible to the Client to complete the assessments.

"Initial Term" means the period so specified in your Agreement. **"Intellectual Property Rights"** means all intellectual property rights in Australia and throughout the world in the JPS Career Psychology System, including each of the following:

1.1.1. Patents, copyright, rights in circuit layouts, registered designs, trade or service marks, trade, business or company names, indication of source or appellation of origin, and any right to have confidential information kept confidential.

1.1.2. Any application or right to apply for registration of, or assert or waive, any of the rights referred to in paragraph (1).

1.1.3. Moral rights, trade secrets, ideas, concepts, materials, know-how and techniques.

"Legitimate Employment Activity" means any activity using the JPS Career Psychology System that does not illegally or unfairly disadvantage or discriminate against Participants. **"Link"** means a hypertext link connecting a website to other websites. **"JPS Career Psychology"** means Jones Psychological Services, trading as JPS Career Psychology ABN 29 048 399 610, Suite 811 Pitt Street, Sydney, New South Wales, Australia. **"JPS Career Psychology Assessments"** means professionally developed psychometric assessments designed specifically to identify the various attitudes, traits and likely actions of Participants in a work environment. JPS Career Psychology Assessment Results are not intended to form the sole basis upon which decisions in any number of areas are made by a client or test taker. This includes but is not in any way limited to decisions around employment selection, candidate selection, promotional opportunities, leadership abilities and relationship advice. Clients should always use JPS Career Psychology Results in conjunction with all other available information such as reference checking, educational achievements, work experience and structured interviews when making recruitment decisions. Test takers should also always use JPS Career Psychology Results in conjunction with all other available information such as professional career counselling services. **"JPS Career Psychology Privacy Policy"** means the JPS Career Psychology Privacy Policy, which can be accessed through the World Wide Web and located at **"Error! Hyperlink reference not valid."** **"JPS Career Psychology Results"** means the feedback, information and reports provided by the JPS Career Psychology System based on Participant Input. Under most circumstances results created via the JPS Career Psychology System are considered to be valid for a period of 6 months from the date the Participant Input was generated. **"JPS Career Psychology System"** means the JPS Career Psychology website, accessed through the World Wide Web and located at **"Error! Hyperlink reference not valid."**, and all of the processes enabled there from including but not limited to talent management features, the development of online surveys, JPS Career Psychology Assessments, profiling, Participant Input, skills tests, selected third party products and the provision of reporting of results to the Client, each and every feature whether referred to collectively or jointly and any feedback or other interaction between the Client and JPS Career Psychology in the use of the JPS Career Psychology System and JPS Career Psychology Assessments whether or not the Client has access to the JPS Career Psychology Website. Clients may be required to execute a third party sub licence agreement for some services provided by third party vendors. **"JPS Career Psychology Website"** means the website located at address **"Error! Hyperlink reference not valid."**; and such other domains as advised from time to time. **"Participant"** means an individual (a test taker, an applicant, a candidate, a jobseeker, an employee current, prospective or future or a non-employee of the Client) who has decided to take an assessment either of their own volition or after being asked to participate in online surveys or assessments as part of a specific Client project designed for recruitment, development or retention purposes. JPS Career Psychology does not make any decisions as to the use of results obtained or any promotional or other offer made to the participant as a result of any project. JPS Career Psychology always acts as an agent of the Client. **"Participant Input"** means the input of data, answers and other personal information as requested from time by the JPS Career Psychology System and provided by the Participant. Interpretation of this input in completion of JPS Career Psychology Assessments produces JPS Career Psychology Results as well as being used by the JPS Career Psychology System in regular searches for possible vacancies suitable to the Participant's **"Site licence"** means a licence for access to the JPS Career Psychology System and the use of specific services by one particular Client physical location or Client group of

registered users.

1.2. Agreement Construction - reference to:
1.2.1. One gender includes the others;
1.2.2. The singular includes the plural and the plural includes the singular;
1.2.3. A person includes a body corporate;
1.2.4. A party includes the party's executors, administrators, successors and the Client assigns;
1.2.5. A statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
1.2.6. That Statutory Provision as amended or re-enacted from time to time; and
1.2.7. A statute, regulation or provision enacted in replacement of that Statutory Provision; and
1.2.8. Money is expressed in Australian dollars, unless otherwise stated.
1.2.9. "Including" and similar expressions are not words of limitation.
1.2.10. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
1.2.11. Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
1.2.12. A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

1.3. Parties
1.3.1. If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
1.3.2. An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
1 A party which is a trustee is bound both personally and in its capacity as a trustee.

2 **Client access to the JPS Career Psychology System**

2.1. JPS Career Psychology will take all reasonable steps to ensure the www.careerpsychology.com.au website remains active and accessible. At times the testing site at www.skillsone.com may be unavailable for short periods due to site maintenance or otherwise. JPS Career Psychology does not make any guarantees or give any assurances with regards to the immediate availability of the www.skillsone.com site for test takers. Anyone seeking more information in relation to this is encouraged to view the terms of service available at www.skillsone.com

3. Links and Warranty

3.1. JPS Career Psychology will:

3.1.1. Host the JPS Career Psychology System and provide a link and username and password to the www.skillsone.com testing site):

3.3. JPS Career Psychology must store the Participant Input and the JPS Career Psychology Results in a secure environment and must not disclose the Participant Input or the JPS Career Psychology Results without the consent of the Participant other than:

3.3.1. For the purposes of this Agreement or any Agreement between the Client and JPS Career Psychology;

3.3.2. For statistical, analytical, research, developmental, archival and promotional purposes which will be dealt with in accordance with JPS Career Psychology's Privacy Policy; and

3.3.3. For the purposes of trouble shooting errors or malfunctions with the JPS Career Psychology System.

3.5. JPS Career Psychology warrants that it will comply with the JPS Career Psychology Privacy Policy.

3.6. The Client acknowledges that this Agreement requires all Participants to enter into the Participant Terms and Conditions in respect of their use of the JPS Career Psychology System – usually at the time of logging on.

3.7. The Client acknowledges:

3.7.1. That JPS Career Psychology is required to abide by the terms of the JPS Career Psychology Privacy Policy;

3.7.3. The JPS Career Psychology System must not be used for any purpose other than career selection, career development, or personal development unless agreed to in writing in advance by JPS Career Psychology. The use of any JPS Career Psychology assessment being used by employers or other third parties in relation to employment or candidate selection or promotion is expression forbidden unless agreed to in advice by JPS Career Psychology. Where the JPS Career Psychology System is used by any third party client for any use other than career selection, career development, or personal development, Clients must first obtain Participants written consent to the project being undertaken;

3.7.4. That the information obtained from assessment systems is persuasive rather than

conclusive and should always be used in conjunction with other available information;

3.7.5. That due to the inherent limitations of assessment systems generally the JPS Career Psychology System may not properly or fully assess the capability of every person who takes an assessment;

1 That the Client is given private access to the JPS Career Psychology System and undertakes and agrees not to allow anyone to access or view any part of the JPS Career Psychology System or the JPS Career Psychology Assessments, not to distribute or publish any information which is contained within the JPS Career Psychology System or the JPS Career Psychology Assessments except in the day to day use of the JPS Career Psychology System as provided herein and the Client acknowledges that JPS Career Psychology has the right to take appropriate legal action in cases where such violation of JPS Career Psychology's Intellectual Property takes place.

2 Term of Agreement

4.1. This Agreement commences on the Commencement Date and continues for the time an individuals JPS Career Psychology reports are held securely with us. The period of this term is 2 years as stipulated in our privacy statement.

4.3. The Client or test purchaser confirms they meet the minimum hardware and Internet connection specifications to use and suitably utilise the JPS Career Psychology System.

7. Limitation of Liability

7.1. To the extent permissible by law JPS Career Psychology excludes any liability:

7.1.1. For any failure of performance, error, omission, interruption, deletion, defect or delay in transmission or operation; or

7.1.2. For any communications line failure; or

7.1.3. For theft or destruction or

7.1.4. Unauthorised access to, alteration of or use of the JPS Career Psychology System; or

7.1.5. For any injury, loss or damage arising out of use of or access to the JPS Career Psychology System,

Provided that JPS Career Psychology does not exclude any such liability if it arises as a result of JPS Career Psychology's failure to take reasonable steps to guard against and use their best endeavours to immediately rectify any of the matters referred to in this clause

7.1.

7.2. To the fullest extent permissible at law, JPS Career Psychology is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the JPS Career Psychology System or JPS Career Psychology Assessments, with the delay or inability to use the JPS Career Psychology System or www.skillsone.com website, the provision of or failure to provide services or for any information, software, products, services or related graphics obtained through the JPS Career Psychology System, any comments on or analysis of the Participant, any impact of any comments or analysis in respect of any decision of any person to make an Employment Offer or employ a Participant or otherwise arising out of the use of the JPS Career Psychology System, any employment decisions made by the test taker, whether based on Contract, negligence, strict liability or otherwise, even if JPS Career Psychology has been advised of the possibility of damages.

7.3. The Client expressly agrees that use of the JPS Career Psychology System is at the Client's sole risk. The JPS Career Psychology System and the www.skillsone.com website is provided to the Client on an "as is" and "as available" basis. To the extent allowed by law, JPS Career Psychology's liability for breach of a term implied into this Agreement by any law is excluded. JPS Career Psychology's liability (if any) is limited to the Investment.

7.4. In no circumstances is JPS Career Psychology liable for any damages, arising out of the use, installation, improper use or inability to use the JPS Career Psychology System.

7.5. Liability for the breach of any condition or warranty implied in this Agreement by the law is limited, in JPS Career Psychology's sole discretion, to the provision supplying those services again or the cost of having the services supplied again.

7.6. The Client and / or test taker warrants that JPS Career Psychology Results will not be the only information relied on when makes decisions. The Client will always use JPS Career Psychology Results in conjunction with traditionally used information such as career counselling and if written agreement is provided by JPS Career Psychology to utilise certain assessment for the purpose of candidate selection the client warrants that they will not rely solely on the test sin making decisions in this regard and will also rely on traditional methods and information available such as reference checks, structured interviews, educational achievements etc. Clients should ensure that any decision taken is clearly documented, specifically recording that the Client has made a decision to offer employment, having regard to a range of information and factors, but that in doing so it does not make any representation to the Participant that it will not act to prevent any particular conduct that is in breach of the terms of employment or that is otherwise illegal from occurring.

9. Access to and Use of JPS Career Psychology System

9.1. JPS Career Psychology will provide the Client with a username and password to be used to access the www.skillsone.com testing website.

9.3. The JPS Career Psychology System may only be used pursuant to this Agreement:

9.3.3. By Participants completing online assessments as part of a legitimate recruitment employment identification, career or leadership develop, or self discovery exercise;

9.5. In accessing or utilising any information pursuant to clause 9.4 the Client, which if authorised in writing by JPS Career Psychology may be an employer, training provider or third party having obtained appropriate written permission from the test taker, must not breach any Commonwealth or State privacy laws or any other laws applicable to the access or use of such information.

9.6. The Client must not submit, transmit, publish or display via the JPS Career Psychology System any comment, information or material that is illegal, defamatory, threatening, racially, sexually or politically offensive, or which is dishonest or misleading, or which violates any Commonwealth, State or local government law.

9.9. JPS Career Psychology uses third party suppliers to provide certain tests complimentary to those provided through the www.skillsone.com website. In some cases these third party suppliers will require that Clients wishing to use these site sign a separate agreement to cover the supplier's legal rights. SkillsOne is a case in point, as take takers login on and taking a test on the www.skillsone.com website will need to agree to the terms and conditions of that website.

12. JPS Career Psychology Training and JPS Career Psychology Technical Support

12.2. Where a Client or Participants of a particular Client continue to use JPS Career Psychology Technical Support above the level which is normal for all users and JPS Career Psychology identifies that a particular user needs JPS Career Psychology Training, the Client will be so advised and further support will cease until the user has completed either training recommended through JPS Career Psychology or appropriate training undertaken by the client of their own volition. If requiring training through JPS Career Psychology the user will be charged at our technical support rate. The setting of this rate is at the sole discretion of JPS Career Psychology and may change from time to time without notice.

12.3. JPS Career Psychology Technical Support is not intended to replace a basic computer skills or computer resource as stipulated on the www.careerpsychology.com.au and www.skillsone.com websites.

13. Security and Privacy

The parties must use their reasonable endeavours to ensure that access to and information provided by the JPS Career Psychology System is protected at all times during and required for by this Agreement from unauthorised access or use by a third party and from physical misuse, damage or destruction by any person. All JPS Career Psychology Results will be treated private information for this Agreement, the Participant Terms and Conditions and the JPS Career Psychology Privacy Policy.

14. Ownership and Use of Software

1 The Client does not acquire any rights in connection with the JPS Career Psychology System or the www.skillsone.com website other than those usage rights as specified in this Agreement and the respective www.skillsone.com agreement on that site.

2 **Use of assessments for purposes other than career identification, individual leadership development or personal development**

15.1. It is the general recommendation of JPS Career Psychology that organisations do not administer skills testing and assessments outside the requirements of career identification, individual leadership development (i.e. initiated by the individual test taker) or personal development. In instances where a Client or third party (e.g. training provider) wishes to assess Participants outside of the process specified above (e.g. for recruitment, development or retention purposes), JPS Career Psychology requires that the Client advise JPS Career Psychology in writing and gains the written consent of all Participants regarding the intended use of the JPS Career Psychology Results.

1 JPS Career Psychology Assessments will not be used for the recruitment of applicants for unskilled positions unless pre approved in writing by JPS Career Psychology. All applicants will have at least Year 9 English as a minimum standard to qualify before using JPS Career Psychology Assessments.

2 **Confidentiality**

16.1. A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information or use it for any purpose other than permitted by this Agreement.

16.2. A party is not in breach of clause 16.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information.

16.3. Each party must take all reasonable steps to ensure that its employees and agents, and any subcontractors engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.

16.4. Despite any other provision of this clause 16, JPS Career Psychology may disclose the terms of this Agreement (other than the Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers or accountants, but must ensure that every person to whom that disclosure is made uses that information solely for the purposes of advising or reporting to JPS Career Psychology.

16.5. Despite any other provision of this clause 16, the Client may disclose the terms of this Agreement (other than the Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers or accountants, but must ensure that every person to whom that disclosure is made uses that information solely for the purposes of advising or reporting to the Client.

1 This clause 16 survives the termination of this Agreement.

2 **Indemnity**

17.1. A party in breach of its Privacy and Confidential Information obligations to a party under this Agreement, or a Participant ("Indemnifying Party") indemnifies the other party against:

- 17.1.1. All losses incurred by the other party other than consequential loss;
- 17.1.2. All liabilities incurred by the other party; and
- 17.1.3. All legal costs (on a solicitor and own client or full indemnity basis, whichever is the greater) and other expenses incurred by the other party in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal);

arising directly or indirectly as a result of or in connection with a breach or nonperformance of the Privacy and Confidential Information obligations of an Indemnifying Party under this Agreement.

17.2. Each party is solely liable for the development operation and maintenance of their website and all content on their website. Neither party will be in any way liable and each party indemnifies and hold the other party harmless from all claims, losses, damages and expenses (including reasonable legal costs) relating to the development, operation and maintenance of their website.

An Indemnifying Party must pay to the other party all liabilities, costs and other expenses referred to in clause 17.1, whether or not the other party has paid or satisfied them.

18. Default and Termination

18.1. The Client may terminate this Agreement at any time by written notice to JPS Career Psychology if any of the following apply:

18.1.1. JPS Career Psychology fails to carry out any provision of this Agreement, the failure is capable of remedy and JPS Career Psychology does not remedy that failure within 10 business days after written notice to JPS Career Psychology requiring it to be remedied;

18.1.2. JPS Career Psychology fails to carry out any material provision of this Agreement and the failure is capable of remedy;

18.1.3. A warranty given by JPS Career Psychology in this Agreement is materially incorrect;

18.1.4. It becomes unlawful for JPS Career Psychology to perform its obligations under this Agreement;

18.2. JPS Career Psychology may terminate this Agreement at any time by written notice to the Client if any of the following apply:

18.2.1. The Client fails to carry out any provision of this Agreement, the failure is capable of remedy and the Client does not remedy that failure within 10 business days after written notice to the Client requiring it to be remedied;

18.2.2. The Client fails to carry out any material provision of this Agreement and the failure is capable of remedy;

18.2.3. A warranty given by the Client in this Agreement is materially incorrect;

18.2.4. It becomes unlawful for the Client to perform its obligations under this Agreement;

18.2.5. Where the Client is a body corporate and:

becomes an externally-administered body corporate under the Corporations Act 2001; steps are taken by any person towards making the Client an externally-administered body corporate; a controller (as defined in section 9 of the Corporations Act 2001) is appointed to any of the property of the Client or any steps are taken for the appointment of a controller; the Client is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act 2001.

18.4. On termination of this Agreement under this clause 18 each party retains the rights it had against the other party in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

18.5. On termination of this Agreement for any reason but subject to the payment to JPS Career Psychology of all outstanding monies, JPS Career Psychology shall if requested to do so, deliver to the Client a copy of all JPS Career Psychology results held on the JPS Career Psychology System. JPS Career Psychology shall provide that information to the Client on a CD in a comma delimited file format.

1 Upon termination, the Client's access to the JPS Career Psychology System will be terminated and, at the election of JPS Career Psychology, the Client will either return or destroy all documentation and other materials supplied to it by JPS Career Psychology in relation to the JPS Career Psychology System.

2 **Force Majeure**

19.1. A party ("Affected Party") is not liable for any delay or failure to perform an obligation (other than to pay money due and payable) under this Agreement caused by:

19.1.1. Act of God;

19.1.2. War, riot, insurrection, vandalism or sabotage;

19.1.3. Strike, lockout, ban, limitation of work or other industrial disturbance; and

19.1.4. Law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.

19.2. The Affected Party must notify each other party as soon as practical of any anticipated delay or failure caused by an event referred to in clause 19.1 ("Event").

19.3. The performance of the Affected Party's obligation is suspended for the period of delay caused by the Event.

19.4. If:

19.4.1. Continuing performance of an obligation is prevented by an Event; or

19.4.2. A delay caused by the Event exceeds 30 days;

any party may terminate this Agreement at the expiration of not less than 7 days' notice to the other parties.

1 If a party terminates this Agreement under clause 19.4 all money previously paid under this Agreement for which no goods, services or other consideration has been provided must be refunded within 14 days after termination.

2 **Inconsistency**

To the extent that there is an inconsistency between a provision in a clause in the body of this Agreement and a provision in a Schedule, a Schedule takes precedence over a general provision.

21. **Assignment**

A party must not assign the benefit of this Agreement without the other parties written consent, which must not be unreasonably withheld.

1. **Further Assurance**

2. **Severability**

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

24. Entire Understanding

24.1. This Agreement:

24.1.1. Is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

24.1.2. Supersedes any prior agreement or understanding on anything connected with that subject matter.

1 Each party has entered into this Agreement without relying on any representation by any other party or any person purporting to represent that party.

2 Variation

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

26. Waiver

26.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

26.2. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

26.3. A waiver is not effective unless it is in writing.

1 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

2 Costs and Disbursements

Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.

28. Additional Material

28.1. The Client may add material or questions to an application form on the JPS Career Psychology System used to collect personal information from Participants looking to secure employment with the Client through use of the JPS Career Psychology System.

28.2. Depending on the level of access the Client has to the JPS Career Psychology System, JPS Career Psychology may agree to add material or questions referred to in clause 28.1 on the client's behalf at an additional charge.

1 In no event is JPS Career Psychology liable to the Client or any other person whether in contract, tort equity, under statute or otherwise for any material or questions inserted into or included within the JPS Career Psychology System by the Client or by JPS Career Psychology on the Client's behalf whether authorised or contemplated by these terms and conditions or otherwise.

2 Notices

29.1. A notice or other communication connected with this Agreement ("Notice") has no legal effect unless it is in writing.

- 29.2. In addition to any other method of service provided by law, the Notice may be:
- 29.2.1. Sent by prepaid ordinary mail to the address for service of the addressee as per your Agreement, if the address is in Australia and the Notice is sent from within Australia;
 - 29.2.2. Sent by prepaid airmail to the address for service of the addressee as per your Agreement, if the address is outside Australia or if the Notice is sent from outside Australia;
 - 29.2.3. Sent by email to the address stated in as per your Agreement;
 - 29.2.4. Sent by facsimile to the facsimile number of the addressee as per your Agreement; or
 - 29.2.5. Delivered at the address for service of the addressee as per your Agreement.
- 29.3. If the Notice is sent or delivered in a manner provided by clause 29.2 it must be treated as given to and received by the party to which it is addressed:
- 29.3.1. If mailed from within Australia to an address in Australia, on the 2nd Business Day (at the address to which it is mailed) after mailing;
 - 29.3.2. If mailed to an address outside Australia or mailed from outside Australia, on the 5th Business Day (at the address to which it is mailed) after mailing;
 - 29.3.3. If sent by email before 5.00pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt;
 - 29.3.4. If sent by facsimile before 5.00pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
 - 29.3.5. If otherwise delivered before 5.00pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
 - 29.3.6. Despite clause 29.3(3): a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice; and a facsimile is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within three (3) hours after the transmission ends or by 12 noon on the Business Day on which it would otherwise be treated as given and received, whichever is later.
- 29.4. If a Notice is served by a method which is provided by law but is not provided by clause 29.2, and the service takes place after 5.00pm on a Business Day, or on a day which is not a Business Day, it must be treated as taking place on the next Business Day.
- 29.5. A Notice sent or delivered in a manner provided by clause 29.2 must be treated as validly given to and received by the party to which it is addressed even if:
- 29.5.1. The addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - 29.5.2. The Notice is returned unclaimed.
- 29.6. A party may change its address for service or facsimile number by giving Notice of that change to each other party.
- 29.7. If the party to which a Notice is the intended recipient consists of more than one (1) person then the Notice must be treated as given to that party if given to any of those persons.
- 1 Any Notice by a party may be given and may be signed by its solicitor or legal advisor.

2 Governing Law and Jurisdiction

The law in New South Wales and the Commonwealth of Australia governs this Agreement and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.