

# Terms & Conditions

## DEFINITIONS

- 1.1 In this agreement unless the context indicates otherwise:
- confidential information** means all spoken, written or electronically stored information belonging to or relating to the **customer** or its clients but excludes information in the public domain (other than by default under this agreement) or information independently known to the other party;
  - CPI** means the Consumer Price Index All Groups for Brisbane, Queensland, as published by the Australian Bureau of Statistics or its successor, and includes any published index replacing the Consumer Price Index;
  - delivery address** means the delivery address noted in the **schedule**; or subsequently notified by the customer (and agreed to by **SureBridge IT**).
  - fixed period** means for any contract with a fixed contract period, such period specified in the **schedule**.
  - fixed price** means the fee payable for the fixed price services, as specified in the schedule or document.
  - fixed price services** means the scope of services specified as such in the schedule or document.
  - force majeure event** means any event, act or cause which **SureBridge IT** is unable to control and which affects its ability to discharge its obligations under this agreement, including any act of God, flood, fire, damage caused by lightning, storm or any other adverse weather conditions, road blockage, labour disputes, strikes, acts of war or terrorism, breakdown of plant or machinery, delay or failure to deliver caused by its suppliers or enactment of any government agency or authority;
  - goods** means the equipment, hardware, and software as set out in the **schedule**;
  - managed services** means the scope of services to be provided on an ongoing basis, specified as such in the schedule or document.
  - premium services** means the scope of services to be provided on an ongoing basis, specified as such in the schedule or document.
  - price** means the total price for the **goods** or **services**, as set out in the **schedule**;
  - document** means a document, agreement or quote provided to the **customer** setting out details for the supply of **SureBridge IT's** goods and/or services to the **customer**, to which these terms are attached.
  - retainer** means the fee for defined premium services specified in the schedule or document.
  - schedule** means the schedule or statement of work provided with or referring to these terms and conditions, setting out details for the supply of **SureBridge IT's** goods and/or services to the **customer** and where relevant, includes any **schedule** contained in the form of a **document**;
  - service reduction penalty** means the penalty amount for reducing managed or premium services, specified in the schedule or document.
  - service termination penalty** means the penalty amount for terminating managed or premium services specified in the schedule or document.
  - services** means any professional services, including managed, premium, fixed price, ad-hoc and out of scope services that form part of the goods and services as set out in the **schedule**, or otherwise agreed to between the parties.
  - warranty period** means the period of 12 months from the date of dispatch from its premises (or the date on which **SureBridge IT** notifies the **customer** that the **goods** are ready for dispatch, whichever is the earlier).

## 2. ACCEPTANCE

- 2.1 These terms are binding on the parties once the **customer** signs and returns this document to **SureBridge IT**, or after having received a copy of these terms, accepts the **goods** or services as set out in this agreement.
- 2.2 By signing the **document** and returning it to **SureBridge IT**, the **customer** makes an irrevocable offer to **SureBridge IT** for the **goods** or services set out in the **document**, on these terms. Where the document is not returned within the valid period of the document then **SureBridge IT** may change the terms and/or pricing within the document.

## 3. INVOICING AND PAYMENT

- 3.1 **SureBridge IT** may agree in writing to credit terms with the **customer** to modify the timing of the **customer's** obligations under this clause 3. In the absence of such credit terms, these payment terms will apply.
- 3.2 The **customer** must pay:
- (a) Immediately upon receiving a pro-forma invoice, the full price of any hardware. **SureBridge IT** may at its discretion delay ordering **goods** from its suppliers, or shipment or delivery to the **customer**, until payment is received.
  - (b) prior to **SureBridge IT** providing the services, for any services on a **fixed price**, ad-hoc, or time and materials basis.
  - (c) Monthly in advance, for any **retainer amount** for any **premium services**, or for **managed services**.
  - (d) Within 14 days of invoice, for any other amounts payable under this agreement.
- 3.3 All payments will be made by cheque, credit card or electronic funds transfer from the **customer's** nominated bank account in cleared funds.
- 3.4 **SureBridge IT** will charge a credit card processing fee of up to 3.5% + GST for any payments made by credit card.
- 3.5 All **prices** are automatically indexed at the beginning of each financial year for the duration of this agreement by **CPI**.

## 4. NON-PAYMENT AND CANCELLATIONS

- 4.1 If the **customer** reasonably believes that an invoice contains an error, the **customer** must notify **SureBridge IT** within 7 days of the date of the invoice, pay all undisputed fees on the invoice; and provide detailed information about any disputed fees.
- 4.2 Provided the **customer** has complied with clause 4.1, **SureBridge IT** will not suspend or terminate any services for non-payment, or charge interest on disputed fees while the dispute is being investigated.
- If the **customer** fails to make any payment when due, **SureBridge IT** may refer the outstanding debt to a third party collection agency, and add debt collection, enforcement and legal fees to the outstanding amount. **SureBridge IT** reserves the right to charge the **customer** interest on any payments outstanding above and beyond the **Customer's** approved trading terms, or in absence of approved trading terms, 14 days after the date of an invoice, accrued daily at the Standard Default Interest Rate as published by the Qld Law Society.
- 4.3 **SureBridge IT** retains a lien over any **goods**, work in progress or **customer** data until payment has been received in full.
- 4.4 If the **customer** needs to cancel an order in extraordinary circumstances, the **customer** must notify **SureBridge IT** immediately in writing. **SureBridge IT** may at its discretion agree to cancel the order, and may on-charge any cancellation, restocking, or delivery fees incurred.

## 5. SERVICE AGREEMENTS - GENERAL

- 5.1 This clause 5 applies to all **services**.
- 5.2 Provided all payments have been duly received (or condition(s) of agreed credit terms met), **SureBridge IT** will provide the **services** at **their** discretion, at a date after the later of:
- (a) the date on which all **goods**, components or other materials necessary to carry out the **services** have been delivered and requisite third party services have been completed; or

- (b) any **start date** for services set out in the **schedule**; or  
(c) a mutually agreed date.
- 5.3 If the **customer** requests any technical or support work that **SureBridge IT** reasonably considers outside the scope of the **services** specified in the **schedule**, **SureBridge IT** may provide such services at its then current hourly rates. Any ambiguity in the scope will be resolved at the discretion of **SureBridge IT**, unless the parties agree to a revised scope.
- 5.4 Hours of Operation
- (a) Unless otherwise set out in the **schedule**, **SureBridge IT's** personnel are available from 8.30am to 5.00 pm Monday to Friday Brisbane time (excluding gazetted public holidays applicable in Brisbane, Queensland). Services requiring personnel involvement will be carried out during these hours where possible.
- (b) In circumstances where **SureBridge IT** are required to provide **services** outside ordinary working hours, the following overtime rates apply:
- (i) 1.5 times the normal hourly rates for any time worked between 6.00am to 8.30 or between 5.00pm and 7.00pm Monday to Friday (excluding public holidays); and  
(ii) 2 times normal hourly rates to any time worked on Saturday, Sunday, public holidays, or Monday to Friday after 7.00pm or before 6.00am.
- (c) Unless otherwise agreed in writing, a minimum charge will apply per working day for attendances away from **SureBridge IT's** office, for:
- (i) 4 hours for attending sites within Queensland; or  
(ii) 6 hours for attending sites outside Queensland.
- (d) Hourly rates apply for actual travel time between the offices of **SureBridge IT** and the **customer**, however **SureBridge IT** may waive the return journey if the **customer's** office is within the greater Brisbane area.
- Service limitations**
- 5.5 When providing the **services** **SureBridge IT** will use its best efforts to resolve any issues the **customer** may have. However:
- (a) **SureBridge IT** is not responsible for any delay, action or inaction of any third parties such as internet service providers, telecommunications companies or service providers;
- (b) any data stored on the **customer's** network or hardware will remain strictly confidential, but may be accessible by **SureBridge IT** staff in the course of providing the services;
- (c) **SureBridge IT** follows industry standard back-up and data protection standards, however repair of goods may result in loss of data stored on the goods;
- (d) the **customer** is responsible for keeping records of software licences, expiry dates, licence keys and original media required for installing software;
- (e) it is the **customer's** responsibility to implement and enforce suitable user policies to govern the use and security of the **customer's** network.
- Hardware Support Services**
- 5.6 Where **SureBridge IT** provides hardware, **goods** or materials, and agrees to support **services**, unless otherwise set out in the **schedule**:
- (a) IT support services relate only to the **goods** provided by **SureBridge IT** and does not extend to the **customer's** other equipment, software or network;
- (b) **SureBridge IT** may refer the **customer's** IT support query to the manufacturer or wholesale supplier of the **goods**, where appropriate;
- (c) **SureBridge IT** does not provide first line (level 1) help-desk support;
- (d) **SureBridge IT** does not provide direct software support, and gives no guarantee of hardware compatibility with third party software where **SureBridge IT** has not designed the solution and/or made recommendations; and
- (e) **SureBridge IT** will provide IT support services only to the **customer** and the **customer's** employees in the ordinary course of the **customer's** business (not third party users of the **goods**).
- 6. MANAGED SERVICES**
- 6.1 This clause 6 applies only to **managed services**.
- 6.2 **Managed services** will be deemed to be accepted as performed on a continuing basis, unless the **customer** notifies **SureBridge IT** of its non-acceptance and reasons within 2 days of providing the particular services.
- 6.3 The **customer** may request to increase the **managed services** at any time. **SureBridge IT** may accept or reject such requests at their absolute discretion. Such changes will take effect from the next billing month, and do not affect **services** provided in the current month.
- 6.4 If **SureBridge IT** agrees to reduce the **managed services** and corresponding fee(s), within a **fixed period**, **SureBridge IT** may charge the **customer** any **service reduction penalty** specified in the **schedule**.
- 6.5 Either party may end a **managed services contract** by one month's written notice, but if the **customer** elects to end the agreement within a **fixed period**, **SureBridge IT** may charge the **customer** any **service termination penalty** specified in the **schedule**.
- 7. FIXED PRICE SERVICES**
- 7.1 This clause 7 applies only to agreements to provide **fixed price services**.
- 7.2 **SureBridge IT** will provide the **services**:
- (a) upon payment of any upfront **fixed price** (or alternatively having met the condition(s) of agreed credit terms); and  
(b) subject to any preconditions specified in the **schedule**.
- 7.3 **SureBridge IT** will issue completion certificates upon the completion of each milestone or deliverable and on completion of the project. If the customer signs the completion certificate, or does not otherwise notify **SureBridge IT** within 7 days of the date of the completion certificate, then the customer is deemed to have accepted that:
- (a) **SureBridge IT** completed the work to the **customer's** satisfaction;  
(b) **SureBridge IT** delivered the deliverables and materials (if any) in good condition; and  
(c) The **customer** is liable to pay the relevant fees.
- 7.4 The scope of services for **fixed price services** may only be changed by written agreement. The **customer** acknowledges that changes will not always be possible, and will impact on the timeframe and fees of this and subsequent milestones or deliverables. **SureBridge IT** is not liable for any impact of any change on subsequent milestones or deliverables unless defined in the revised scope.
- 8. PREMIUM SERVICES**
- 8.1 This clause 8 applies only to agreements to provide **Premium Services**.
- 8.2 The **customer** must pay the **retainer amount** monthly in advance (or alternatively meet the condition(s) of agreed credit terms). The **retainer amount** allows for a defined number of hours of **premium services** for that month ("**premium service hours**").
- 8.3 **Services** provided will be attributed first to the **premium service hours**. **SureBridge IT** will provide additional **services** on request (subject to resource availability). Any **services** in addition to the **premium service hours** will be charged at the hourly rate specified in the schedule, invoiced at the end of the month.
- 8.4 Unused **premium service hours** expire at the end of each month. The full **retainer amount** is payable regardless of the number of **premium service hours** actually used.

- 8.5 The **customer** acknowledges that the **premium services** are offered at a lower hourly rate than general ad-hoc services. **SureBridge IT** will make reasonable endeavours to prioritise support services provided to **premium service customers**.
- 8.6 The **customer** may request to increase the **premium service hours** (and corresponding **retainer amount**) at any time. **SureBridge IT** may accept or reject such requests at their absolute discretion. Such changes will take effect from the next billing month, and do not affect **services** provided in the current month.
- 8.7 Where the **SureBridge IT** agrees to **reduce** the **premium service hours** within a **fixed period**, **SureBridge IT** may charge the **customer** the **service reduction penalty** specified in the **schedule**.
- 8.8 Either party may end the agreement to provide **premium services** by one month's written notice. Where the **customer** elects to end the agreement within a **fixed period**, **SureBridge IT** may charge the **customer** the **service termination penalty** specified in the **schedule**.
- 9. AD-HOC AND OUT OF SCOPE SERVICES**
- 9.1 This clause 9 applies only to any ad-hoc arrangements for services, or out of scope provision of services.
- 9.2 **SureBridge IT** will charge for ad-hoc and out of scope services at their current hourly rates specified in the schedule or otherwise notified to the **customer**.
- 9.3 **SureBridge IT** will on-charge for any hardware, equipment, and materials. Clauses 10 and 11 apply to the provision of any such hardware, equipment, and materials.
- 9.4 The **customer** will be deemed to have accepted the ad-hoc and out of scope services as provided unless the **customer** notifies **SureBridge IT** of their non-acceptance and reasons within 2 business days of providing the particular services.
- 10. DELIVERY OF GOODS**
- 10.1 This clause 10 applies only to agreements to provide **goods** to the **customer** as specified in the schedule or an accepted document. If no services are included in the schedule or document, then this agreement is for **goods** only and does not include any services.
- 10.2 **SureBridge IT** will arrange for the **goods** to be delivered to the **delivery address**. **SureBridge IT** may deliver the **goods** in instalments and these conditions apply to the delivery of each instalment.
- 10.3 The **customer** is responsible for ensuring that the **delivery address** is correct. If the delivery address is unattended or if **SureBridge IT** cannot complete delivery due to circumstances beyond its control then **SureBridge IT** may at its sole discretion store the **goods** at the **customer's** risk and expense or take such other steps as **SureBridge IT** considers appropriate including without limitation delivering the **goods** to other premises occupied by the **customer** (which is then the delivery address under this agreement).
- 10.4 **SureBridge IT** is not liable in any way for any loss of trade or profit occurring to the **customer** if delivery of the **goods** is frustrated or delayed.
- 10.5 **SureBridge IT** is not responsible for unloading the **goods** at the delivery address.
- 10.6 Upon delivery of the **goods** to the delivery address all risk in the **goods** passes to the **customer** and the **customer** must insure the **goods** against all risks of loss or damage.
- 10.7 The **customer** will be deemed to have accepted the **goods** upon delivery unless they otherwise notify **SureBridge IT** within 2 business days. **SureBridge IT's** records are prima facie evidence of delivery.
- 10.8 **SureBridge IT** will put **goods** on back order if they are not available at the time of invoicing but are expected to be available at a future date. 's's
- 10.9 **SureBridge IT** may revise the price of **goods** placed on back order by reasonable notice to the **customer**, as necessary to cater for:
- price increases imposed by **SureBridge IT's** suppliers;
  - substituted equivalent **goods** where **SureBridge IT's** suppliers are unable to supply the **goods** as set out in the document and the **customer** has approved the substitution; and
  - exchange rate fluctuations where **goods** are sourced from outside Australia.
- 11. WARRANTY AND RETURNS POLICY**
- Warranty**
- 11.1 Subject to clause 11.3 the **goods** are guaranteed by **SureBridge IT** for the **warranty period** against any defects in construction or operation arising solely from faulty materials or workmanship.
- 11.2 Subject to clauses 11.1 and 11.3, **SureBridge IT** will at its option issue a refund for, or repair or replace defective **goods** within a reasonable time, at no cost to the **customer**. However:
- The returns procedure requirements in clause 11.6 apply.
  - SureBridge IT** is not liable for any transport, postage or other expenses the **customer** incurs in returning the **goods** to **SureBridge IT**.
  - Goods** presented for repair may be replaced by refurbished **goods** of the same type rather than being repaired. Refurbished parts may be used to repair the **goods**.
  - Repair of the **goods** may result in loss of data stored on the **goods**.
- 11.3 **SureBridge IT** does not guarantee the **goods** where:
- the original manufacturer or supplier guarantees the **goods** for any part of the same period, in which case the original manufacturer or supplier's guarantee will take apply. **SureBridge IT** will only guarantee the **goods** for any party of the **warranty period** not covered by the original manufacturer or supplier.
  - the defect arises from materials or a design the **customer** supplied;
  - the defect arises from ordinary wear and tear, neglect or misuse by the **customer**, accident, lack of care, insufficient maintenance or improper use of the **goods**;
  - the defect arises from any act, matter or thing beyond **SureBridge IT's** control;
  - the **customer** has in any way modified or repaired the **goods** without **SureBridge IT's** prior written consent;
  - the **customer** has not complied with any written or oral instructions concerning the operation and maintenance of the **goods**; or
  - the **customer** is in default of any provisions of this agreement.
- Goods dead on arrival, or lost or damaged in transit**
- 11.4 Subject to clause 11.6 **SureBridge IT** will at its option replace or repair **goods** which are dead on arrival, lost or damaged in transit (unless the loss or damage is caused during the unloading of the **goods** at the delivery address).
- General Returns**
- 11.5 Subject to clause 11.6 **SureBridge IT** will accept returns of non-faulty **goods** provided its supplier accepts such returns for that item. **SureBridge IT** will on-charge any cancellation, restocking, or delivery fees incurred prior to refunding the price of the **goods** returned.
- Returns procedure**
- 11.6 All claims under this clause 11, must be in writing and:
- all returns are subject to **SureBridge IT's** supplier issuing a valid return authorisation for the **goods** being returned;
  - the **customer** must comply with the returns procedure imposed by **SureBridge IT's** supplier for the **goods** being returned, as advised by **SureBridge IT**; and
  - return at the **customer's** cost, all components, accessories, manuals and original packaging along with the **goods** being returned; and

- (d) If the **customer** does not comply with the supplier's returns procedure, or a returned item does not match the **goods** supplied under this agreement, or is found not to be faulty as claimed, the **customer's** return may be rejected, and the item shipped back to the **customer** at the **customer's** cost.

## 12. THE CUSTOMER'S OBLIGATIONS

12.1 The **customer** agrees to:

- (a) grant **SureBridge IT**, its employees, contractors and couriers a licence to enter any site under its possession or control, as necessary to deliver the **goods** and carry out the **services**;
- (b) provide **SureBridge IT's** employees or contractors with adequate workspace, light, ventilation, electric current and outlets, internet and telephone access as necessary when at such site;
- (c) respond in a timely manner if **SureBridge IT** brings an issue to the **customer's** attention in relation to the **customer's** hardware, software or network;
- (d) keep **SureBridge IT** informed of any information relevant to the **goods** or **services** including any changes to the **customer's** details, key personnel, access codes, equipment or any other information likely to affect this agreement; and
- (e) to provide **SureBridge IT** with all relevant administrator level login details and passwords, and remote access to the **customer's** network where necessary to carry out any services.

## 13. INDEMNIFICATION AND LIMITATION OF LIABILITY

### 13.1 Indemnity

- (a) The **customer** agrees that the **customer** has exercised the **customer's** independent judgement in purchasing the **goods** and/or **services**.
- (b) The **customer** releases and indemnifies **SureBridge IT**, its directors, officers, employees and contractors against any and all losses, costs, expenses and damages, including but not limited to reasonable legal fees, resulting from the **customer's** own negligence, or reckless or intentional misconduct, or failure to perform the **customer's** obligations and responsibilities under this agreement.
- (c) The **customer** releases **SureBridge IT**, its directors, officers, employees and contractors against any action, proceeding, claim, demand or prosecution arising from or in connection with:
  - (i) any acts or omissions of anyone whom the **customer** allows to access the **goods** from time to time, whether deliberate or otherwise;
  - (ii) any loss or damage to persons or property belonging to **SureBridge IT** or anyone else, caused by the usage of the **goods**, by the **customer** or anyone whom the **customer** allows to access the **goods**; or
  - (iii) the **customer's** breach of any law or infringement of any third party rights including intellectual property rights.
- (d) Each party releases the other party, its directors, officers, employees and contractors against any action, proceeding, claim, demand or prosecution arising from or in connection with:
  - (i) interruption to services or loss of data whether directly or indirectly arising in connection with any goods; and;
  - (ii) indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities suffered by the other party, whether or not the releasing party knew or should have known about the possibility of such loss.

### 13.2 Limitation of liability

- (a) To the fullest extent allowable at law, **SureBridge IT's** liability under this agreement for any defect in the **goods** or services or other services contemplated by this agreement, is limited to (at its election):
  - (i) provision of further **goods** or **services** at no charge to rectify any defect; or
  - (ii) payment of the cost of rectifying any defect.
- (b) To the extent allowable by law, all warranties that may otherwise be implied by law or statute are excluded; and
- (c) The **customer** agrees that under no circumstances will **SureBridge IT's** total liability to the **customer** exceed the total payments **SureBridge IT** has received from the **customer** under this agreement:
  - (i) in relation to **goods**, for the particular item or items in dispute; or
  - (ii) in relation to services, for the particular service or services in dispute pro rated for the period of time during which services were adversely affected.
- (d) **SureBridge IT** agrees that under no circumstances will the **customer's** total liability to **SureBridge IT** exceed the total amount payable for goods and services under this agreement:
  - (i) in relation to **goods**, for the particular item or items in dispute; or
  - (ii) in relation to services, for the particular service or services in dispute pro rated for the period of time during which services were adversely affected.

13.3 This clause 13 will survive termination of this agreement for any reason.

## 14. TERMINATION

### 14.1 Suspension or termination for default

**SureBridge IT** may suspend its **services**, stop delivery of **goods** or end this agreement at any time without prior notice if:

- (a) the **customer** does not make any payment when due, or any payment is dishonoured or subject to chargeback; or
- (b) the **customer** is in default of any agreed credit terms;
- (c) the **customer** fails to accept **SureBridge IT's** reasonable recommendations in relation to the **customer's** network or staff training; or
- (d) **SureBridge IT** has reason to suspect illegal activity is taking place on the **customer's** network; or
- (e) the **customer** fails to remedy a material breach despite receiving 14 days written notice of default.

### 14.2 Other termination for default

- (a) The **customer** may end this agreement if **SureBridge IT** fails to remedy a material breach despite receiving 14 days written notice of default.
- (b) Either party may immediately end this agreement by written notice if the other party is wound up or placed under official management, or stops trading or commits an act of bankruptcy, or judgement is entered against the other party for more than \$20,000.00, which remains unsatisfied or un-appealed for more than 21 days.

### 14.3 Termination Consequences

If this agreement is terminated for any reason, then in addition to any other rights **SureBridge IT** may have, **SureBridge IT** will:

- (a) invoice the **customer** for any **services** provided prior to termination but not previously invoiced; and
- (b) invoice the **customer** for any **goods** for which **SureBridge IT** has placed an order with its suppliers prior to termination but not previously invoiced; and
- (c) retain a lien over and may retain all equipment, data, materials and work in progress belonging to the **customer** until all outstanding invoices are paid (including any invoices issued under clause 14.3 (a) or (b));
- (d) the **customer** grants **SureBridge IT** an irrevocable licence to enter any site occupied or controlled by the **customer**, to take possession of any **goods** for which the **customer** has not paid in full, or other chattels belonging to **SureBridge IT**.

14.4 This clause 14 will survive termination of this agreement for any reason.

## 15. NON-SOLICITATION

15.1 This agreement is not a 'contract-for-hire' agreement, and the employees and contractors of **SureBridge IT** remain subject to the terms of their employment or engagement at all times.

- 15.2 During the term of this agreement and for the longest enforceable period of:
- (a) 12 months;
  - (b) 9 months;
  - (c) 6 months; or
  - (d) 3 months
- following termination of this agreement for any reason, the **customer** must not solicit, entice, hire or interfere with any of **SureBridge IT's** employees or contractors, either directly or through an intermediary entity or entities.
- 15.3 If the **customer** breaches this clause, the **customer** must pay **SureBridge IT** an amount equal to 50% of the employee or contractor's new annual remuneration package as liquidated damages. The parties agree that this is not a penalty, but represents a reasonable estimate of fair compensation for the costs to **SureBridge IT** of recruiting, hiring and training a suitable replacement for the employee or contractor.
- 15.4 This clause 15 shall survive termination of this agreement for any reason.
- 16. GENERAL**
- 16.1 **Mediation**  
If the parties are in dispute and the disputed amount exceeds \$7,500, either party may give the other party a written notice of dispute, and the parties must within 14 days refer the dispute to an independent mediator nominated by the president of the Queensland Law Society. The parties must equally share the costs of the mediation. Neither party may commence court proceedings (except for urgent interlocutory applications or claims for damages that do not exceed \$7,500) unless the dispute remains unresolved more than 28 days after the date of the notice of dispute.
- 16.2 **Confidentiality**  
The parties must keep all **confidential information** strictly confidential. The parties may only disclose **confidential information** to its employees, contractors, and legal representation on a need-to-know basis.
- 16.3 **Jurisdiction**  
The laws of the State of Queensland apply to this agreement and the parties submit to the courts of that jurisdiction.
- 16.4 **Sub-contracting**  
**SureBridge IT** may at any time appoint agents, employees or third party sub-contractors to fulfil any part of its obligations under this agreement without separate notice to the **customer**.
- 16.5 **Assignment**  
The **customer** may not assign any of the **customer's** rights or obligations under this agreement.
- 16.6 **Relationship between the parties**  
Nothing in this agreement constitutes a partnership or contract of employment. It is the express intention of the parties to deny any such relationships.
- 16.7 **Waiver**  
Any delay or failure to enforce any rights in relation to a breach by the other party will not be construed as a waiver of those rights, unless it is in writing.
- 16.8 **Varying the agreement**  
Any variation or amendment to this agreement must be in writing and signed by both parties.
- 16.9 **Invalidity**  
If any provision of this agreement is ruled by a court to be illegal, invalid, unenforceable or in conflict with any law, it will not affect the validity and enforceability of the remaining provisions.
- 16.10 **Force majeure**  
Neither party is liable for any delay or failure to perform its obligations under this agreement to the extent that such failure is caused by anything beyond its control. However, nothing in this clause excuses payment of any money due.
- 16.11 **GST**  
All monetary amounts are expressed in Australian dollars and are exclusive of GST. Where relevant, **SureBridge IT** will issue a tax invoice itemising GST in addition to the monetary amounts set out in this agreement.