

1. Definitions

- 1.1 “ATD” means ATD Electrical Contractors Pty Ltd T/A ATD Electrical, its successors and assigns or any person acting on behalf of and with the authority of ATD Electrical Contractors Pty Ltd T/A ATD Electrical.
- 1.2 “Client” means the person/s ordering the Works 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 “Works” means all Works or Materials supplied by ATD to the Client at the Client’s request from time to time (where the context so permits the terms ‘Works’ or ‘Materials’ shall be interchangeable for the other).
- 1.4 “Price” means the Price payable for the Works as agreed between ATD and the Client in accordance with clause 4 below.

2. Acceptance

- 2.1 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 for or accepts delivery of any Works.
- 2.2 These terms and conditions may only be amended with ATD’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and ATD.
- 2.3 These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on ATD’s website. If there are any inconsistencies between these documents then the terms and conditions contained in this document shall prevail.

3. Change in Control

- 3.1 The Client shall give ATD not less than fourteen (14) days prior written notice of any proposed change of ownership 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 number/s, or business practice). The Client shall be liable for any loss incurred by ATD as a result of the Client’s failure to comply with this clause.

4. Price and Payment

- 4.1 At ATD’s sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by ATD to the Client in respect of Works performed or Materials supplied; or
 - (b) ATD’s quoted Price (subject to clause 4.2) which shall be binding upon ATD provided that the Client shall accept ATD’s quotation in writing within thirty (30) days.
- 4.2 ATD reserves the right to change the Price:
 - (a) if a variation to the Materials which are to be supplied is requested; or
 - (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) where additional Works 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, safety considerations, discovery of asbestos, prerequisite work by any third party not being completed, the effects of changes to wage rates due to industry awards, or hidden pipes and wiring in walls) which are only discovered on commencement of the Works; or
 - (d) in the event of increases to ATD in the cost of labour or materials which are beyond ATD’s control.
- 4.3 At ATD’s sole discretion a non-refundable deposit may be required.
- 4.4 Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by ATD, which may be:
 - (a) on completion of the Works; or
 - (b) by way of progress payments in accordance with ATD’s specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed; or
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by ATD.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and ATD.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to ATD an amount equal to any GST ATD must pay for any supply by ATD under this or any other agreement for the sale of the Materials. 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. Delivery of the Works

- 5.1 Delivery (“**Delivery**”) of the Materials is taken to occur at the time that ATD (or ATD’s nominated carrier) delivers the Materials to the Client’s nominated address even if the Client is not present at the address.
- 5.2 At ATD’s sole discretion the cost of delivery is in addition to the Price.
- 5.3 Subject to clause 5.4 it is ATD’s responsibility to ensure that the Works start as soon as it is reasonably possible.
- 5.4 The Works commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that ATD claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond ATD’s control, including but not limited to any failure by the Client to:
 - (a) make a selection; or
 - (b) have the site ready for the Works; or

(c) notify ATD that the site is ready.

- 5.5 ATD may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.6 Any time or date given by ATD to the Client is an estimate only. ATD shall not be liable for any loss or damage whatsoever due to failure by ATD to deliver the Works (or any part of them) promptly or at all, where due to circumstances beyond the reasonable control of ATD.

6. Risk

- 6.1 Risk of damage to or loss of the Materials passes to the Client on Delivery and the Client must insure the Materials on or before Delivery.
- 6.2 If any of the Materials are damaged or destroyed following delivery but prior to ownership passing to the Client, ATD is entitled to receive all insurance proceeds payable for the Materials. The production of these terms and conditions by ATD is sufficient evidence of ATD's rights to receive the insurance proceeds without the need for any person dealing with ATD to make further enquiries.
- 6.3 If the Client requests ATD to leave Materials outside ATD's premises for collection or to deliver the Materials to an unattended location then such Materials shall be left at the Client's sole risk.
- 6.4 Where the Client has supplied materials for ATD to complete the Works, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. ATD shall not be responsible for any defects in the Works, any loss or damage to the Materials (or any part thereof), howsoever arising from the use of materials supplied by the Client.

7. Installation

- 7.1 The Client warrants that any structures to which the Materials are to be affixed are able to withstand the installation of the Materials and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos, defective or unsafe wiring or dangerous access to roofing) that ATD, its employees or ATD's reasonably form the opinion that the Client's premises is not safe for the installation of Materials to proceed then ATD shall be entitled to delay installation of the Materials (in accordance with the provisions of clause 5.4 above) until ATD is satisfied that it is safe for the installation to proceed.

8. Access

- 8.1 The Client shall ensure that ATD has clear and free access to the work site at all times to enable them to undertake the works. ATD shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of ATD.

9. Underground Locations

- 9.1 Prior to ATD commencing any work the Client must advise ATD 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.
- 9.2 Whilst ATD will take all care to avoid damage to any underground services the Client agrees to indemnify ATD 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 9.1.

10. Title

- 10.1 ATD and the Client agree that ownership of the Materials shall not pass until:
- (a) the Client has paid ATD all amounts owing to ATD; and
 - (b) the Client has met all of its other obligations to ATD.
- 10.2 Receipt by ATD 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.
- 10.3 It is further agreed that:
- (a) until ownership of the Materials passes to the Client in accordance with clause 10.1 that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to ATD on request.
 - (b) the Client holds the benefit of the Client's insurance of the Materials on trust for ATD and must pay to ATD the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed.
 - (c) the production of these terms and conditions by ATD shall be sufficient evidence of ATD's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with ATD to make further enquiries.
 - (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for ATD and must pay or deliver the proceeds to ATD on demand.
 - (e) the Client should not convert or process the Materials or intermix them with other Materials but if the Client does so then the Client holds the resulting product on trust for the benefit of ATD and must sell, dispose of or return the resulting product to ATD as it so directs.

- (f) unless the Materials have become fixtures the Client irrevocably authorises ATD to enter any premises where ATD believes the Materials are kept and recover possession of the Materials.
- (g) ATD may recover possession of any Materials in transit whether or not delivery has occurred.
- (h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of ATD.
- (i) ATD may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.

11. Personal Property Securities Act 2009 (“PPSA”)

- 11.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 11.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials that have previously been supplied and that will be supplied in the future by ATD to the Client.
- 11.3 The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which ATD may reasonably require to:
 - (i) register a financing statement or financing change 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) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, ATD for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of ATD;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials in favour of a third party without the prior written consent of ATD; and
 - (e) immediately advise ATD of any material change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.
- 11.4 ATD 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.
- 11.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 11.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 11.7 Unless otherwise agreed to in writing by ATD, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 11.8 The Client shall unconditionally ratify any actions taken by ATD under clauses 11.3 to 11.5.
- 11.9 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.

12. Security and Charge

- 12.1 In consideration of ATD agreeing to supply the Materials, 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, owned 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).
- 12.2 The Client indemnifies ATD from and against all ATD’s costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising ATD’s rights under this clause.
- 12.3 The Client irrevocably appoints ATD and each director of ATD as the Client’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client’s behalf.

13. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 13.1 The Client must inspect all Materials on delivery (or the Works on completion) and must within seven (7) days of delivery notify ATD 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 Materials/Works as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow ATD to inspect the Materials or to review the Works provided.
- 13.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 13.3 ATD acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 13.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, ATD makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Materials/Works. ATD’s liability in respect of these warranties is limited to the fullest extent permitted by law.

- 13.5 If the Client is a consumer within the meaning of the CCA, ATD's liability is limited to the extent permitted by section 64A of Schedule 2.
- 13.6 If ATD is required to replace any Materials under this clause or the CCA, but is unable to do so, ATD may refund any money the Client has paid for the Materials.
- 13.7 If ATD is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable to do so, then ATD may refund any money the Client has paid for the Works but only to the extent that such refund shall take into account the value of Works and Materials which have been provided to the Client which were not defective.
- 13.8 If the Client is not a consumer within the meaning of the CCA, ATD's liability for any defect or damage in the Materials is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by ATD at ATD's sole discretion;
 - (b) limited to any warranty to which ATD is entitled, if ATD did not manufacture the Materials;
 - (c) otherwise negated absolutely.
- 13.9 Subject to this clause 13, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 13.1; and
 - (b) ATD has agreed that the Materials are defective; and
 - (c) the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Materials are returned in as close a condition to that in which they were delivered as is possible.
- 13.10 Notwithstanding clauses 13.1 to 13.9 but subject to the CCA, ATD 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 Materials;
 - (b) the Client using the Materials for any purpose other than that for which they were designed;
 - (c) the Client continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) interference with the Works by the Client or any third party without ATD's prior approval;
 - (e) the Client failing to follow any instructions or guidelines provided by ATD;
 - (f) fair wear and tear, any accident, or act of God.
- 13.11 Notwithstanding anything contained in this clause if ATD is required by a law to accept a return then ATD will only accept a return on the conditions imposed by that law.

14. Intellectual Property

- 14.1 Where ATD has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in ATD, and shall only be used by the Client at ATD's discretion.
- 14.2 The Client warrants that all designs, specifications or instructions given to ATD will not cause ATD to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify ATD against any action taken by a third party against ATD in respect of any such infringement.
- 14.3 The Client agrees that ATD may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which ATD has created for the Client.

15. Default and Consequences of Default

- 15.1 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 ATD's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Client owes ATD any money the Client shall indemnify ATD from and against all costs and disbursements incurred by ATD in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, ATD's collection agency costs, and bank dishonour fees).
- 15.3 Without prejudice to any other remedies ATD may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions ATD may suspend or terminate the supply of Works to the Client. ATD will not be liable to the Client for any loss or damage the Client suffers because ATD has exercised its rights under this clause.
- 15.4 Without prejudice to ATD's other remedies at law ATD shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to ATD shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to ATD becomes overdue, or in ATD's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent or bankrupt, 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.

16. Dispute Resolution

- 16.1 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:

- (a) referred to 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.

17. Compliance with Laws

- 17.1 Both the Client and ATD agree that they will at all times ensure that they comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including occupational health and safety laws relating to building/construction sites, and any other relevant safety standards or legislation, particularly those in relation to Asbestos/Hazardous materials and the safe removal and disposal of the same.
- 17.2 All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations 2002. All of the cabling work will comply with the Australian and New Zealand Wiring standards.
- 17.3 If during the course of installation when the Works are being conducted within and around switchboards that if the same is found defective or deemed to be unsafe by ATD, then ATD shall notify the Client immediately. The power if isolated will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to the Electrical Safety Regulations 2002. The Client accepts and agrees that any costs associated with the rectification works including any materials and labour shall be to the Client's account.

18. Cancellation

- 18.1 ATD may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Client. On giving such notice ATD shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to ATD for Works already performed. ATD shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 18.2 In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by ATD as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 18.3 Cancellation of orders for products made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

19. Privacy Act 1988

- 19.1 The Client agrees for ATD to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by ATD.
- 19.2 The Client agrees that ATD may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
 - (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 exchange information with other credit providers as 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 including the Client's repayment history in the preceding two years.
- 19.3 The Client consents to ATD being given a consumer credit report to collect overdue payment on commercial credit.
- 19.4 The Client agrees that personal credit information provided may be used and retained by ATD for the following purposes (and for other agreed purposes or required by):
 - (a) the provision of Works; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Works.
- 19.5 ATD may give information about the Client to a CRB for the following purposes:
 - (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 19.6 The information given to the CRB may include:
 - (a) personal information as outlined in 19.1 above;
 - (b) name of the credit provider and that ATD is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and ATD has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of ATD, the Client has committed a serious credit infringement;

- (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 19.7 The Client shall have the right to request (by e-mail) from ATD:
- (a) a copy of the information about the Client retained by ATD and the right to request that ATD correct any incorrect information; and
 - (b) that ATD does not disclose any personal information about the Client for the purpose of direct marketing.
- 19.8 ATD will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 19.9 The Client can make a privacy complaint by contacting ATD via e-mail. ATD will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

20. Unpaid Seller's Rights

- 20.1 Where the Client has left any item with ATD for repair, modification, exchange or for ATD to perform any other service in relation to the item and ATD has not received or been tendered the whole of any moneys owing to it by the Client, ATD shall have, until all moneys owing to ATD are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected Materials.
- 20.2 The lien of ATD shall continue despite the commencement of proceedings, or judgment for any moneys owing to ATD having been obtained against the Client.

21. Building and Construction Industry Security of Payments Act 1999

- 21.1 At ATD's sole discretion, if there are any disputes or claims for unpaid Materials and/or Works then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
- 21.2 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.

22. General

- 22.1 The failure by ATD to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect ATD's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which ATD has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 22.3 Subject to clause 13 ATD 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 ATD of these terms and conditions (alternatively ATD's liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).
- 22.4 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 ATD nor to withhold payment of any invoice because part of that invoice is in dispute.
- 22.5 ATD may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 22.6 The Client agrees that ATD may amend these terms and conditions at any time. If ATD makes a change to these terms and conditions, then that change will take effect from the date on which ATD notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for ATD to provide any Works to the Client.
- 22.7 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.
- 22.8 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.