

The Planning Place – Terms & Conditions of Trade

<p>1. Definitions</p> <p>1.1 "Consultant" means Sustainable Planning Pty Ltd ATF The Planning Place Trust T/A The Planning Place its successors and assigns or any person acting on behalf of and with the authority of Sustainable Planning Pty Ltd ATF The Planning Place Trust T/A The Planning Place</p> <p>1.2 "Client" means the person/s requesting the Consultant to provide the Services as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.</p> <p>1.3 "Documentation" means any documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by the Consultant in the course of it conducting, or supplying to the Client, any Services.</p> <p>1.4 "Services" means all Services supplied by the Consultant to the Client at the Client's request from time to time.</p> <p>1.5 "Fee" means the Fee payable for the Services as agreed between the Consultant and the Client in accordance with clause 4 of this contract.</p> <p>2. Acceptance</p> <p>2.1 Any instructions received by the Consultant from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Consultant shall constitute acceptance of the terms and conditions contained herein.</p> <p>2.2 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 Services provided by the Consultant.</p> <p>2.3 These terms and conditions may only be amended with the Consultant's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Consultant.</p> <p>2.4 The Client gives the Consultant express permission to erect signage on the Client's property for advertising purposes.</p> <p>3. Change in Control</p> <p>3.1 The Client shall give the Consultant 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 the Consultant as a result of the Client's failure to comply with this clause.</p> <p>4. Fee and Payment</p> <p>4.1 At the Consultant's sole discretion the Fee shall be either:</p> <p>(a) as indicated on any invoice provided by the Consultant to the Client; or</p> <p>(b) the Consultant's quoted Fee (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of ninety (90) days.</p> <p>The Fee does not include miscellaneous outlays or disbursements, additional information that may be required during the IDAS process (including but not limited to, request for further information, response to information request, response to submissions and/or negotiated decision notices) if further information is required any additional work will be discussed with the Client prior to preparation and charged at an hourly rate as per clause 4.2.</p> <p>4.2 The Consultant reserves the right to change the Fee if a variation to the Consultant's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Services (including, but not limited to, any variation as a time spent on gathering additional information, travel or increases to the Consultant in the cost of taxes, levies, materials and labour) will be charged for on the basis of the Consultant's quotation and will be shown as variations on the invoice.</p> <p>4.3 At the Consultant's sole discretion a deposit of up to one thousand dollars (\$1,000) is required on acceptance of quotation.</p> <p>4.4 Time for payment for the Services being of the essence, the Fee will be payable by the Client on the date/s determined by the Consultant, which may be:</p> <p>(a) on delivery of the Services;</p> <p>(b) before delivery of the Services;</p> <p>(c) by way of instalments/progress payments in accordance with the Consultant's payment schedule;</p> <p>(d) the date specified on any invoice or other form as being the date for payment; or</p> <p>(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Consultant.</p> <p>4.5 Payment may be made by cash, cheque, bank cheque, electronic/in-line banking, credit card (plus a surcharge of up to five percent (5%) of the Fee), or by any other method as agreed to between the Client and the Consultant.</p> <p>4.6 Unless otherwise stated the Fee does not include GST. In addition to the Fee the Client must pay to the Consultant an amount equal to any GST the Consultant must pay for any supply by the Consultant under this or any other agreement for providing the Consultant's Services. 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 Fee. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Fee except where they are expressly included in the Fee.</p> <p>4.7 The Client acknowledges, where payment has been in default for over fourteen (14) days, the Consultant shall be entitled (at their sole discretion) to enforce clause 13.3.</p> <p>4.8 The Client agrees that the Consultant shall be entitled not to return any documents provided by the Client (or on behalf of the Client) until full and final payment has been received by the Consultant.</p> <p>5. Delivery of Services</p> <p>5.1 At the Consultant's sole discretion delivery of the Services shall take place when:</p> <p>(a) the Services are supplied to the Client at the Consultant's address; or</p> <p>(b) the Services are supplied to the Client at the Client's nominated address.</p> <p>5.2 At the Consultant's sole discretion the cost of delivery are included in the Fee.</p> <p>5.3 The Client shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Services as arranged then the Consultant shall be entitled to charge a reasonable fee for redelivery.</p> <p>5.4 Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.</p> <p>5.5 The Consultant may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.</p> <p>5.6 Any time specified by the Consultant for delivery of the Services is an estimate only and the Consultant will be liable for any loss to or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that the Consultant is unable to supply the Services as agreed solely due to any action or inaction of the Client then the Consultant shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.</p> <p>6. Risk</p> <p>6.1 Irrespective of whether the Consultant retains ownership of any Documentation all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client for as long as the Consultant may repossess the Documentation in accordance with clause 7.3(f). The Client must insure all Documentation on or before delivery.</p> <p>6.2 The Consultant reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Documentation as a result of the Client's failure to insure in accordance with clause 6.1.</p> <p>7. Title</p> <p>7.1 The Consultant and the Client agree that where it is intended that the ownership of Documentation is to pass to the Client that such ownership shall not pass until:</p> <p>(a) the Client has paid the Consultant all amounts owing for the Services; and</p> <p>(b) the Client has met all other obligations due by the Client to the Consultant in respect of all contracts between the Consultant and the Client.</p> <p>7.2 Receipt by the Consultant 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 and until then the Consultant's ownership or rights in respect of the Documentation shall continue.</p> <p>7.3 It is further agreed that:</p> <p>(a) the Client is only a bailee of the Documentation and must return the Documentation to the Consultant immediately upon request by the Consultant;</p> <p>(b) the Client holds the benefit of the Client's insurance of the Documentation on trust for the Consultant and must pay to the Consultant the proceeds of any insurance in the event of the Documentation being lost, damaged or destroyed;</p> <p>(c) the Client must not sell, dispose, or otherwise part with possession of the Documentation. If the Client sells, disposes or parts with possession of the Documentation then the Client must hold the proceeds of sale of the Documentation on trust for the Consultant and must pay or deliver the proceeds to the Consultant on demand;</p> <p>(d) the Client shall not convert or process the Documentation or intermix them with other goods, but if the Client does so then the Client holds the resulting product on trust for the benefit of the Consultant and must dispose of or return the resulting product to the Consultant as the Consultant so directs;</p> <p>(e) the Client shall not charge or grant an encumbrance over the Documentation nor grant nor otherwise give away any interest in the Documentation while it remains the property of the Consultant;</p> <p>(f) the Client irrevocably authorises the Consultant to enter any premises where the Consultant believes the Documentation is kept and recover possession of the Documentation.</p> <p>8. Instructions and Advice</p> <p>8.1 The Consultant shall not consider whether the Client has any existing use rights in relation to the property unless specifically instructed to do so.</p>	<p>8.2 The Consultant is not instructed to have any regard to, or be aware of, any contracts or other commercial arrangements entered into by the Client, or on the Client's behalf, with any other person or entity.</p> <p>8.3 The Consultant shall be entitled to rely on the Client providing the Consultant with all relevant documents and information and written information regarding the property.</p> <p>8.4 Unless expressly instructed to do so, the Consultant shall not be required to seek out other relevant documents from:</p> <p>(a) the Client;</p> <p>(b) the Client's consultants;</p> <p>(c) town planning certificates;</p> <p>(d) other searches or enquiries.</p> <p>8.5 The Client acknowledges that advice given by the Consultant may be qualified or conditional on information not yet available and/or future events. Where advice is clearly specified to be qualified or conditional, the Consultant shall not be liable in relation to the part of the advice to the extent that the information or events make the part incorrect.</p> <p>9. Personal Property Securities Act 2009 ("PPSA")</p> <p>9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>9.2 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 Documentation that have previously been supplied and that will be supplied in the future by the Consultant to the Client.</p> <p>9.3 The Client undertakes to:</p> <p>(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 the Consultant may reasonably require to;</p> <p>(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, the Consultant 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 Documentation charge thereby;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of the Consultant;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Documentation in favour of a third party without the prior written consent of the Consultant;</p> <p>9.4 The Consultant 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.</p> <p>9.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p> <p>9.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>9.7 Unless otherwise agreed to in writing by the Consultant, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>9.8 The Client must unconditionally ratify any actions taken by the Consultant under clauses 9.3 to 9.6.</p> <p>9.9 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.</p> <p>10. Security and Charge</p> <p>10.1 consideration of the Consultant agreeing to supply Services, 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).</p> <p>10.2 The client indemnifies the Consultant from and against all the Consultant's costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising the Consultant's rights under this clause.</p> <p>10.3 The Client irrevocably appoints the Consultant and each director of the Consultant as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.</p> <p>11. Defects, Warranties and the Competition and Consumer Act 2010 (CCA)</p> <p>11.1 The Client must inspect the Consultant's Services on completion of the Services and must within seven (7) days notify the Consultant in writing of any evident defect in the Services or omissions provided (including the Consultant's workmanship) or of any other failure by the Consultant to comply with the description of, or quote for, the Services which the Consultant was to supply. The Client must notify any other alleged defect in the Consultant's Services or Documentation as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Consultant to inspect the Documentation that were provided.</p> <p>11.2 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).</p> <p>11.3 The Consultant acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.</p> <p>11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Consultant makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. The Consultant's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>11.5 If the Client is a consumer within the meaning of the CCA, the Consultant's liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>11.6 If the Consultant is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then the Consultant may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services and Documentation which have been provided to the Client which were not defective.</p> <p>11.7 If the Client is not a consumer within the meaning of the CCA, the Consultant's liability for any defective Services or Documentation is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Client by the Consultant at the Consultant's sole discretion;</p> <p>(b) otherwise negated absolutely.</p> <p>11.8 Notwithstanding clauses 11.1 to 11.7 but subject to the CCA, the Consultant shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:</p> <p>(a) the Client failing to properly maintain or store any Documentation;</p> <p>(b) the Client using the Documentation for any purpose other than that for which they were designed;</p> <p>(c) the Client continuing to use any incidental item after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) interference with the Services by the Client or any third party without the Consultant's prior approval;</p> <p>(e) the Client failing to follow any instructions or guidelines provided by the Consultant;</p> <p>(f) fair wear and tear, any accident, or act of God.</p> <p>12. Intellectual Property</p> <p>12.1 The Consultant shall retain ownership of the copyright to all Documentation produced by the Consultant during the course of the Services. The Client shall only have a licence to use such Documentation for the purpose of the individual brief supplied, and the Proposal accepted, by the Client and is not entitled to any additional use without the Consultant's express approval in writing.</p> <p>12.2 If the Client is in breach of any obligation under these terms and conditions (including those relating to payment), the Consultant may revoke the licence referred to in clause 12.1.</p> <p>12.3 The Client acknowledges that any specifications prepared by the Consultant have been prepared taking into account the Client's particular instructions and requirements for the project and that the specifications are for the private and confidential use of the Client. The specifications shall not be reproduced in whole or in part nor relied upon by any third parties for any use whatsoever without the express authority of the Consultant.</p> <p>12.4 The Consultant shall accept no duty or responsibility (including in negligence) and disclaims all liability of any nature whatsoever to any third party that makes use of the specifications without the express authority of the Consultant or who uses the specifications in a manner that is outside of the purpose for which the specifications were originally prepared.</p> <p>12.5 The Client warrants that all designs, specifications or instructions given to the Consultant will not cause the Consultant to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Consultant against any action taken by a third party against the Consultant in respect of any such infringement.</p> <p>12.6 The Client agrees that the Consultant may (at no cost) use for the purposes of marketing or entry into any competition, any Documentation which the Consultant has created for the Client.</p> <p>13. Default and Consequences of Default</p> <p>13.1 Interest on overdue payments 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 the Consultant's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>13.2 If the Client owes the Consultant any money the Client shall indemnify the Consultant from and against all costs and disbursements incurred by the Consultant in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Consultant's contract default fee, and bank dishonour fees).</p>	<p>13.3 Without prejudice to any other remedies the Consultant may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Consultant may suspend or terminate the supply of Services to the Client. The Consultant will not be liable to the Client for any loss or damage the Client suffers because of the Consultant exercising its rights under this clause.</p> <p>13.4 Without prejudice to the Consultant's other remedies at law the Consultant shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Consultant shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to the Consultant becomes overdue, or in the Consultant's opinion the Client will be unable to make a payment when it falls due;</p> <p>(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p> <p>14. Cancellation</p> <p>14.1 The Consultant may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are commenced by giving written notice to the Client. On giving such notice the Consultant shall repay to the Client any money paid by the Client for the Services. The Consultant shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>14.2 In the event that the Client cancels delivery of the Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Consultant as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>15. Privacy Act 1988</p> <p>15.1 The Client agrees for the Consultant to obtain from a credit reporting body (CRB) a credit report containing personal information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Consultant.</p> <p>15.2 The Client agrees that the Consultant may exchange information about the Client with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Client; and/or</p> <p>(b) to notify other credit providers of a default by the Client; and/or</p> <p>(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</p> <p>(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.</p> <p>15.3 The Client consents to the Consultant being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>15.4 The Client agrees that personal credit information provided may be used and related by the Consultant for the following purposes (and for other agreed purposes or required by):</p> <p>(a) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Services.</p> <p>15.5 The Consultant may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) allow the CRB to create or maintain a credit information file about the Client including credit history;</p> <p>(c) the information given to the CRB may include:</p> <p>(d) personal information as outlined in 15.1 above;</p> <p>(e) name of the credit provider and that the Consultant is a current credit provider to the Client;</p> <p>(f) whether the credit provider is a licensee;</p> <p>(g) type of consumer credit;</p> <p>(h) date of commencement of the application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(i) 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 receipt of payment has been made and debt recovery action commenced or alternatives that the Client no longer has any overdue accounts and the Consultant has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);</p> <p>(j) information that, in the opinion of the Consultant, the Client has committed a serious credit infringement;</p> <p>(k) the amount of the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p> <p>15.6 The Client shall have the right to request (by e-mail) from the Consultant:</p> <p>(a) a copy of the information about the Client returned by the Consultant and the right to request that the Consultant correct any incorrect information; and</p> <p>(b) the Consultant does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>15.7 The Consultant 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.</p> <p>15.8 The Client can file a complaint by contacting the Consultant via e-mail. The Consultant will respond to that complaint within seven (7) days 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 response provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p> <p>16. Limitation of Liability</p> <p>16.1 The Consultant undertakes to act in all professional matters as a faithful consultant to the Client, whose interests will be watched over with skill and care. Notwithstanding, the Consultant shall only be liable to the Client for the consequences of any negligent act, omission or statement of the Consultant, and then only to the extent and limitations referred to in clause 16.2.</p> <p>16.2 The loss and damage for which the Consultant is so liable, and the recompense to be made by the Consultant to a Client for such liability as specified in clause 16.1, shall be limited to the maximum value of the Consultant's Public Liability and Professional Indemnity cover in respect of the Documentation or statement, unless otherwise specified in the proposal.</p> <p>16.3 Subject to clause 11, the liability of the Consultant shall cover only direct loss or damage in respect of the Services, or other matters arising directly from the scope of the Services agreed in the proposal, and then only to the maximum limit specified as per clause 16.2. All references herein to loss or damage shall be deemed to exclude loss or damage sustained by any third party in respect of which the Client is liable and responsible (as between the Client and the third party) whether by statute, contract tort or otherwise.</p> <p>16.4 The liability of the Consultant to the Client shall expire twelve (12) months from the issue of the last invoice relating to the particular Services, unless in the meantime the Client has made a claim in writing to the Consultant, specifying a negligent act, omission or statement said to have caused alleged loss or damage sustained or sustainable.</p> <p>16.5 Notwithstanding clauses 16.1 to 16.4, the Consultant shall not be liable for any loss or damage sustained or sustainable by a Client in relation to:</p> <p>(a) errors occurring in plans, designs or specifications not created or prepared by the Consultant;</p> <p>(b) errors occurring during the course of any services which are not provided by, nor the responsibility of, the Consultant;</p> <p>(c) the use of any Documentation or other information of advice without the approval of the Consultant.</p> <p>17. General</p> <p>17.1 The failure by the Consultant to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Consultant'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.</p> <p>17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which the Consultant has its principal place of business, and are subject to the jurisdiction of the courts in Queensland.</p> <p>17.3 The Client shall not be entitled to set off against, or deduct from the Fee, any sums owed or claimed to be owed to the Client by the Consultant nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>17.4 The Consultant may license or sub-contract all or any part of its rights and obligations without the Client's consent.</p> <p>17.5 The Client agrees that the Consultant may amend these terms and conditions at any time. If the Consultant makes a change to these terms and conditions, then that change will take effect from the date on which the Consultant notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Consultant to provide Services to the Client.</p> <p>17.6 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.</p> <p>17.7 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.</p>
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Please note that a larger print version of these terms and conditions is available from the Consultant on request.