
Flavours Catering & Events – Terms & Conditions of Trade

1. Definitions

- 1.1 "FCE" means Matthew Sullivan Constructions Pty Ltd T/A Flavours Catering & Events, its successors and assigns or any person acting on behalf of and with the authority of Matthew Sullivan Constructions Pty Ltd T/A Flavours Catering & Events.
- 1.2 "Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting FCE to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (c) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 "Goods" means all Goods or Services supplied by FCE to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between FCE and the Client in accordance with clause 6 below.
- 1.5 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

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 the Goods.
- 2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and FCE.
- 2.3 These terms and conditions may be meant to be read in conjunction with FCE's Hire Form, and:
- (a) where the context so permits, the terms 'Goods' or 'Services' shall include any supply of Equipment, as defined therein; and
 - (b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
- 2.4 These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on FCE's website. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.
- 2.5 Services are supplied by FCE only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Online Ordering

- 3.1 The Client acknowledges and agrees that:
- (a) FCE does not guarantee the websites performance or availability of any of its Goods; and
 - (b) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and
 - (c) there are inherent hazards in electronic distribution and as such FCE cannot warrant against delays or errors in transmitting data between the Client and FCE including orders, and you agree that to the maximum extent permitted by law, FCE will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders.
- 3.2 FCE reserves the right to terminate your order if it learns that you have provided false or misleading information, interfered with other users or the administration of FCE's Services, or violated these terms and conditions.

4. Errors and Omissions

- 4.1 The Client acknowledges and accepts that FCE shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by FCE in the formation and/or administration of this contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by FCE in respect of the Services.
- 4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of FCE; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

5. Change in Control

- 5.1 The Client shall give FCE 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 FCE as a result of the Client's failure to comply with this clause.

6. Price and Payment

- 6.1 At FCE's sole discretion, the Price shall be either:
- (a) as indicated on any invoice provided by FCE to the Client; or
 - (b) FCE's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.2 FCE reserves the right to change the Price if a variation to FCE's quotation is requested. Variations will be charged for on the basis of FCE's quotation, and will be detailed in writing, and shown as variations on FCE's invoice. The Client shall be required to respond to any variation submitted by FCE within ten (10) working days. Failure to do so will entitle FCE to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.3 At FCE's sole discretion, a deposit may be required.
- 6.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by FCE, which may be:
- (a) on delivery of the Goods;
 - (b) before delivery of the Goods;
 - (c) by way of instalments/progress payments in accordance with FCE's payment schedule;
 - (d) thirty (30) days from the date of any invoice given to the Client by FCE;
 - (e) the date specified on any invoice or other form as being the date for payment; or

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- (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by FCE.
- 6.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and FCE.
- 6.6 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 FCE nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.7 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to FCE an amount equal to any GST FCE must pay for any supply by FCE under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 7. Delivery of Goods**
- 7.1 Delivery (“**Delivery**”) of the Goods is taken to occur at the time that:
- (a) the Client or the Client’s nominated carrier takes possession of the Goods at FCE’s address; or
 - (b) FCE (or FCE’s nominated carrier) delivers the Goods to the Client’s nominated address even if the Client is not present at the address.
- 7.2 At FCE’s sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.
- 7.3 Any time specified by FCE for delivery of the Goods is an estimate only. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. FCE will not be liable for any loss or damage incurred by the Client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then FCE shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 7.4 FCE may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 8. Risk**
- 8.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 8.2 The final confirmation and menu selections, guaranteed number of guests, venue address and serving times must be provided to FCE no later than five (5) working days prior to the function that catering is required for. At FCE’s discretion, changes to the number of guests may be accepted with less than five (5) working days’ notice.
- 8.3 Due to the nature of products such as produce, fish, and/or game, FCE does not guarantee the supply of any specific type of produce, fish or game at any particular time (including but not limited to the effects of weather, algae bloom, and seasonal produce).
- 8.4 Any alleged claims of contamination, accidental inclusion or food borne illnesses must be reported to FCE’s management in writing as soon as reasonable practicable. FCE reserves the right to inspect any items attributed to the claim and have the items tested by an independent laboratory before any public claims, statements or dissemination of information in any format including social media.
- 8.5 FCE has product safety and product recall procedures in place which will conform to the requirements of all laws and the recommendations of the Australian and New Zealand Food Authority.
- 9. Customer’s Obligations**
- 9.1 Any and all food allergies that may be applicable must be disclosed to FCE at the time that the catering is booked, as some food allergies can be serious, and even fatal. Whilst FCE shall endeavour to limit any cross-contamination of allergens, the Client accepts that as all food is prepared in one kitchen, there can be no guarantee that specific foods will be allergen free during preparation or presentation. Although FCE may provide dietary labelling as a guide FCE will accept no liability for the supply of foods that cause an allergic reaction.
- 10. Compliance with Laws**
- 10.1 FCE warrants that Goods manufactured on its registered premises, and supplied to all Client, comply safety regulations and standard industry principles and is eminently suitable for public consumption and thereby compliant with the Australia New Zealand Food Standards Code.
- 10.2 Where applicable, FCE shall comply with all requirements necessary under the Liquor Act 2007 and any legislative requirement that may supersede that Act. In doing so, FCE shall reserve the right to request the Client and/or patrons of the Client’s event to provide evidence of proof of age.
- 11. Title**
- 11.1 FCE and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid FCE all amounts owing to FCE; and
 - (b) the Client has met all of its other obligations to FCE.
- 11.2 Receipt by FCE 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.
- 11.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 11.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to FCE on request.
 - (b) the Client holds the benefit of the Client’s insurance of the Goods on trust for FCE and must pay to FCE the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for FCE and must pay or deliver the proceeds to FCE on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of FCE and must sell, dispose of or return the resulting product to FCE as it so directs.
 - (e) the Client irrevocably authorises FCE to enter any premises where FCE believes the Goods are kept and recover possession of the Goods.
 - (f) FCE may recover possession of any Goods in transit whether or not delivery has occurred.
 - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of FCE.

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(h) FCE may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

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

- 12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2 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 Goods and/or collateral (account) – being a monetary obligation of the Client to FCE for Services – that have previously been supplied and that will be supplied in the future by FCE to the Client.
- 12.3 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 FCE 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 12.3(a)(i) or 12.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, FCE 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 Goods charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of FCE;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of FCE;
 - (e) immediately advise FCE of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 12.4 FCE 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.
- 12.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 12.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by FCE, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8 The Client must unconditionally ratify any actions taken by FCE under clauses 12.3 to 12.5.
- 12.9 Subject to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

13. Security and Charge

- 13.1 In consideration of FCE agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, 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).
- 13.2 The Client indemnifies FCE from and against all FCE’s costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising FCE’s rights under this clause.
- 13.3 The Client irrevocably appoints FCE and each director of FCE as the Client’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client’s behalf.

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

- 14.1 The Customer must inspect the Goods on delivery and due to the perishable nature of the Goods must within twenty-four (24) hours of Delivery notify FCE in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow FCE to inspect the Goods.
- 14.2 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**).
- 14.3 FCE acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 14.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, FCE makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. FCE’s liability in respect of these warranties is limited to the fullest extent permitted by law.
- 14.5 If the Client is a consumer within the meaning of the CCA, FCE’s liability is limited to the extent permitted by section 64A of Schedule 2.
- 14.6 If FCE is required to replace the Goods under this clause or the CCA, but is unable to do so, FCE may refund any money the Client has paid for the Goods.
- 14.7 If the Client is not a consumer within the meaning of the CCA, FCE’s liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by FCE at FCE’s sole discretion;
 - (b) limited to any warranty to which FCE is entitled, if FCE did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 14.8 Subject to this clause 14, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 14.1; and
 - (b) FCE has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Client’s cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 14.9 Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, FCE 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 chill or store any Goods;

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- (b) the Client continuing to consume Goods after any defect or spoilage becomes apparent or should have become apparent to any person;
- (c) the Client failing to follow any instructions or guidelines provided by FCE including the temperature at and manner in which the Goods should be stored for preservation of freshness;
- (d) any accident, or act of God.

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 FCE'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 FCE any money the Client shall indemnify FCE from and against all costs and disbursements incurred by FCE in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, FCE's contract default fee, and bank dishonour fees).
- 15.3 Further to any other rights or remedies FCE may have under this contract, if a Client has made payment to FCE, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by FCE under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.
- 15.4 Without prejudice to FCE's other remedies at law FCE shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to FCE shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to FCE becomes overdue, or in FCE's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client has exceeded any applicable credit limit provided by FCE;
 - (c) 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
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

16. Cancellation

- 16.1 Without prejudice to any other remedies FCE may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions FCE may suspend or terminate the supply of Goods to the Client. FCE will not be liable to the Client for any loss or damage the Client suffers because FCE has exercised its rights under this clause.
- 16.2 FCE may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice FCE shall repay to the Client any money paid by the Client for the Goods. FCE shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by FCE as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 16.4 Cancellation of orders for Goods 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.

17. Privacy Act 1988

- 17.1 The Client agrees for FCE 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 FCE.
- 17.2 The Client agrees that FCE 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 (2) years.
- 17.3 The Client consents to FCE being given a consumer credit report to collect overdue payment on commercial credit.
- 17.4 The Client agrees that personal credit information provided may be used and retained by FCE for the following purposes (and for other agreed purposes or required by):
 - (a) the provision of Goods; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; 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 Goods.
- 17.5 FCE 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.
- 17.6 The information given to the CRB may include:
 - (a) personal information as outlined in 17.1 above;
 - (b) name of the credit provider and that FCE 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 FCE has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of FCE, 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).

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- 17.7 The Client shall have the right to request (by e-mail) from FCE:
(a) a copy of the information about the Client retained by FCE and the right to request that FCE correct any incorrect information; and
(b) that FCE does not disclose any personal information about the Client for the purpose of direct marketing.
- 17.8 FCE 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 contract or is required to be maintained and/or stored in accordance with the law.
- 17.9 The Client can make a privacy complaint by contacting FCE via e-mail. FCE 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.
- 18. Unpaid Seller's Rights**
- 18.1 Where the Client has left any item with FCE for repair, modification, exchange or for FCE to perform any other service in relation to the item and FCE has not received or been tendered the whole of any monies owing to it by the Client, FCE shall have, until all monies owing to FCE 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 goods.
- 18.2 The lien of FCE shall continue despite the commencement of proceedings, or judgment for any monies owing to FCE having been obtained against the Client.
- 19. Service of Notices**
- 19.1 Any written notice given under this contract shall be deemed to have been given and received:
(a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this contract;
(c) by sending it by registered post to the address of the other party as stated in this contract;
(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
(e) if sent by email to the other party's last known email address.
- 19.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- 20. Trusts**
- 20.1 If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not FCE may have notice of the Trust, the Client covenants with FCE as follows:
(a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
(b) the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
(c) The Client will not without consent in writing of FCE (FCE will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;
(i) the removal, replacement or retirement of the Client as trustee of the Trust;
(ii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust; or
(iv) any resettlement of the trust property.
- 21. General**
- 21.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party'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.
- 21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which FCE has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 21.3 Subject to clause 14 FCE 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 FCE of these terms and conditions (alternatively FCE's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 21.4 FCE may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
- 21.5 The Client cannot licence or assign without the written approval of FCE.
- 21.6 FCE may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of FCE's sub-contractors without the authority of FCE.
- 21.7 The Client agrees that FCE may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for FCE to provide Goods to the Client.
- 21.8 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.
- 21.9 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.