

# Terms and Condition January 2007

**Outbound Services P/L**  
ABN 92 079 820 830

## Purpose and Interpretation

This agreement sets out the terms on which we supply you with our Services. In this agreement, some words have a special defined meaning. Those words are written *like this*, and their special defined meanings are as follows:

Services means any or all of the following:

- Outbound4
- RepSupport
- SureFax
- Gold Call
- HolidayRep
- Auction Aware
- Telecommunications Consulting

We, our and us refers to Outbound Services P/L, ACN 079 820 830, ABN 92 079 820 830. You and your refers to the person or entity which verbally applies to us to employ Outbound Services P/L's Services. GST means the tax imposed the A New Tax System (Goods and Services) Tax Act 1999 and the related imposition Acts of the Commonwealth.

## Provision of Outbound Services P/L's Services

We will provide you with access to our Services. We shall endeavour to provide our Services as soon as possible but we will not be liable to you or anyone else for any delay should we fail to do so. At any time, we may suspend the provision of our Services (in whole or part) to you.

## Charges and Payment

Charges payable for our Services will apply from the time our Services are provided to you and will be due and payable by you strictly in accordance with the terms of our invoices for such charges. We may determine new charges and/or vary the existing charges payable for our Services at any time. The new charges or variations will form part of this agreement and will take effect four (4) weeks from the date we provide written notice to you. Continued use of our Services by you after this date will be deemed to be acceptance by you of such charges.

If GST is imposed on our Services, you must pay us, in addition to any charges payable, an additional amount for the Services, calculated by multiplying the prevailing GST rate by the charges payable for the Services by you under this agreement (without any deduction or set-off). Any amount payable by you under this clause is payable upon demand by us whether such demand is by means of an invoice or otherwise.

## Termination

This agreement may be terminated at any time by us, without prior notice to you and effective immediately if you breach any of the terms of this agreement; by you, giving written notice to us which will be effective seven (7) days from the date on which we receive the notice. Any termination of this agreement will be without prejudice to any rights which may have accrued before termination occurs. We may waive any breach by you of this agreement but any such waiver is limited to that particular breach. You acknowledge that any delay by you to act upon a breach will not constitute a waiver.

## Limitation of Liability

To the full extent permitted by law, we will not be liable in any way for any loss, damage or injury arising directly or indirectly from any negligent act or omission regarding our Services.

If liability under any State, Territory or Commonwealth law cannot be excluded or restricted, then to the full extent permitted by law and at our discretion we may choose to limit our liability to any one or more of the following: in the case of goods, to replacement, repair or rectification of the goods; in the case of Services, to re-supply of the Services.

This clause shall survive the term of this agreement.

## General

This agreement shall be governed by the laws of the State or Territory in which your Services are provided. You shall not assign or purport to assign any part of this agreement without our prior written consent. You acknowledge and agree that our General Terms and Conditions of our Standard Form of Agreement, as varied from time to time, will form part of this agreement. In the event of a conflict between the terms of this agreement and our General Terms and Conditions, the terms of this agreement shall take precedence over our General Terms and Conditions.

## Notices

Unless otherwise specifically provided for in this agreement, any notice to be served on either party by the other must be in writing and delivered by hand or sent (including via facsimile) to the addressee at the following addresses: to us: the address of the office shown on our invoice issue to you or such other address as notified to you in writing from time to time; to you: your address being the address to which we have sent this agreement or other such address as notified to us in writing from time to time.