

# Householders’ Options to Protect the Environment (HOPE) Inc.

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## Terms and Conditions Statement (Last updated – 23 May 2022)

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## Terms and Conditions Statement

### Purpose

This document details the Standard Terms and Conditions of supply for products and services to Householders' Options to Protect the Environment Inc. trading as HOPE Inc. (ABN: 48 036 173 161), herein referred to as '*HOPE Inc.*'.

The Terms and Conditions set out in this document apply to products and services sourced from external parties for the delivery of organisational outcomes and objectives. These parties are herein referred to as '*Supplier*' and the products and or services delivered are herein referred to as "*Services*".

## 1 Definitions & Interpretations

In this Agreement the following definitions will apply, except where the context otherwise requires.

"Agreement" means this document plus any schedules and/or appendices referred to in this document and any letter of acceptance of this document.

"Confidential Information" means all know-how, financial information and other commercially valuable information held by a Party relating to the project but excludes information which is already in the public domain.

"GST" means a goods and services tax, or any similar tax, levy or impost imposed by the Commonwealth of Australia.

"Party" means a Party to the Agreement.

"Project" means the project as described in the Schedule to the Agreement.

"Project Results" means all material brought or required to be brought into existence by the parties in the performance of the Services.

"Reimbursable Expenses" are those amounts as detailed in the applicable section of the Schedule.

"Services" means the program of work to be performed by the Supplier, as specified in the Schedule.

"Supplier" is a Party engaged to perform the Services relative to the project in the Agreement.

"Tax Invoice" is defined as a document which complies with Clause 29-70 of *A New Tax System (Goods and Services Tax) Act 1999*.

## 2 Products and Services

2.1 The Supplier agrees to deliver the Services detailed in the request to supply document (contract, purchase order, e-mail, letter or other written agreement), as negotiated and agreed by both Parties within the timeframe specified, herein referred to as the Agreement.

2.2 The Supplier will provide the Services in a proper and professional manner during the term of the agreement in accordance with the standards of professional care and diligence of the industry to which the Supplier belongs.

2.3 The Supplier will not be liable to complete the Services under this Agreement due to an act or event that is beyond their reasonable control.

### 3 Rate of Payment

- 3.1 HOPE Inc. agrees to pay the Supplier for Services in accordance with the Agreement as executed by both Parties.
- 3.2 The Supplier agrees to deliver the Services incurring expenses only in accordance with the Agreement:
  - a) Any expenditure for any Services outside of the Agreement will not be honoured by HOPE Inc.
- 3.3 Any superannuation contributions required to be made to the Supplier (as amended by legislation from time to time) will be absorbed into the cost of Services as executed in the Agreement.
- 3.4 The Supplier shall submit a legal tax invoice including the prescribed rate of Goods & Services Tax (GST) to HOPE Inc. according to the agreed schedule of payment, except where the supplier is not currently registered for GST:
  - a) An Australian Business Number (ABN) holder not registered submits a legal invoice for the required entity status; or
  - b) A Supplier not holding an ABN must submit a "Statement by Supplier" form along with their signed Agreement.
- 3.5 HOPE Inc. will be entitled to defer part or full payment of an instalment under clause 3.1 until such time as the Supplier has completed to their reasonable satisfaction that part of the Services to which the instalment relates.
- 3.6 Notwithstanding clause 3.5, HOPE Inc. will not be entitled to defer payment of an instalment where non-completion of a part of the Services by the Supplier is a result of a failure by HOPE Inc. to provide prerequisite inputs or perform its obligations under this Agreement.
- 3.7 HOPE Inc. will pay the amounts agreed upon receipt of legal tax invoices together with all required supporting documentation within thirty (30) days of being received by HOPE Inc.

### 4 Record Keeping

- 4.1 The Supplier must:
  - a) Keep comprehensive records of the conduct and provision of the Services required under the agreement: and
  - b) Retain all records referred to in this clause for the Agreement period and a further period of twelve (12) years from the expiry or termination of the Agreement or such longer period as may be required by Law.

### 5 Audits and Access

- 5.1 The Supplier acknowledges and agrees that HOPE Inc., and any persons otherwise nominated by HOPE Inc., giving reasonable notice may:
  - a) Access and inspect the Supplier's premises, service delivery locations and any Assets, wherever they may be located, to the extent relevant to the performance of the Agreement; and
  - b) Require the Supplier (including its personnel) to provide records, documents and information relevant to the performance of the Agreement in a data format and storage medium accessible by all Parties.
- 5.2 Each Party must bear its own costs of any inspections, reviews and audits and enquiries conducted pursuant to this clause.

- 5.3 This clause applies for the duration of the Agreement and for a period of seven (7) years from the termination or expiry of the Agreement.

## 6 Independent Contractor

- 6.1 The Supplier is an independent contractor and neither the Supplier nor the Supplier's staff shall be deemed to be employed by HOPE Inc.
- 6.2 HOPE Inc. is hereby contracting with the Supplier for the Services described in the Agreement and the Supplier reserves the right to determine the method, manner and means by which the Services will be performed. The Supplier is not required to perform the Services during a fixed hourly or daily time and if the services are performed at HOPE Inc. premises, then the Supplier's time spent at the premises is to be at the discretion of the Supplier, subject to HOPE Inc. normal business hours and security requirements. The Supplier shall not be required to devote the Supplier's full time nor the full time of the Supplier's staff to the performance of the Services required hereunder, and it is acknowledged that the Supplier has other clients, and the Supplier offers Services to the general public. The order or sequence in which the work is to be performed shall be under the control of the Supplier.
- 6.3 The Supplier hereby confirms that HOPE Inc. will not be required to furnish or provide any training to the Supplier to enable the Supplier to perform the Services required hereunder. The Services shall be performed by the Supplier or Supplier's staff, and HOPE Inc. shall not be required to hire, supervise or pay any assistants to help the Supplier who performs the Services under this agreement. Except to the extent that the Supplier's work must be performed on or with HOPE Inc. computers or HOPE Inc. existing software, all materials used in providing the Services shall be provided by the Supplier.
- 6.4 The Supplier's Services hereunder can be terminated or cancelled:
- a) By breach of a condition of this Agreement;
  - b) Due to the Supplier's failure to deliver the Services as agreed; or
  - c) In the event that the Grant Funding is reduced or terminated.
- 6.5 Upon receipt of a notice of termination or reduction from HOPE Inc. pursuant to clause 6.4, the Supplier must cease carrying out the Agreement to the extent specified in the notice, take all available steps to minimise any losses resulting from that termination or reduction and continue carrying out those parts of the project not affected by the notice.
- 6.6 In the event of such termination or cancellation, the Supplier must cease carrying out the Agreement to the extent specified in the notice, take all available steps to minimise any losses resulting from that termination or reduction and continue carrying out those parts of the project not affected by the notice.
- 6.7 HOPE Inc. shall not provide any insurance coverage of any kind for the Supplier or Supplier's staff, and HOPE Inc. will not withhold any amount that would normally be withheld from an employee's pay.
- 6.7 The Supplier shall take appropriate measures to ensure that the Supplier's staff are competent.
- 6.8 Each of the Parties hereto agrees that, while performing Services under the Agreement, and for a period of six (6) months following the termination of the Agreement, neither Party will, except with the other Parties written approval, solicit or offer employment to the other Parties employees or staff engaged in any efforts under the Agreement.

## 7 Appointment of Sub-Contractors

- 7.1 Where the Supplier wishes to engage another Party to deliver or assist in the delivery of any of the Services required in the agreement, the Supplier must:
- a) Obtain written approval from HOPE Inc. to enter into an approved subcontracting arrangement with such Party;
  - b) The agreement with that Party must be consistent with the terms of this Agreement, including clause 13 (*Workplace Health & Safety Act*);
  - c) Upon request provide HOPE Inc. a copy of all executed sub-contract agreements; and
  - d) Agree to pay the sub-contractor within thirty (30) days of the receipt of a tax invoice.

## 8 Confidential Information

- 8.1 Each Party shall hold in trust for the other Party and shall not disclose to any non-Party to the Agreement, any confidential information of such other Party. Confidential information is information which relates to research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-Parties of ordinary skill in computer systems design and programming.
- 8.2 The Supplier hereby acknowledges that during the performance of this contract, the Supplier may learn or receive confidential HOPE Inc. information and therefore the Supplier hereby confirms that all such information relating to the HOPE Inc. business will be kept confidential by the Supplier, except to the extent that such information is required to be divulged to the Supplier's clerical or support staff or associates in order to enable the Supplier to perform the Supplier's contractual obligation/s.
- 8.3 The Supplier may during the performance of this contract receive sensitive and/or confidential information pertaining to HOPE inc. members, supporters, volunteers, donors, contractors and other people with whom HOPE or a third party has contact with in connection with HOPE's activities. The Supplier hereby confirms that all confidential information relating to the HOPE Inc. associated members, supporters, volunteers, donors, contractors and other associates will be kept confidential by the Supplier, except to the extent that such information is required to be divulged to the Supplier's clerical or support staff or associates in order to enable the Supplier to perform the Supplier's contractual obligation/s.

## 9 Privacy and Personal Information

- 9.1 The Supplier must:
- a) If it obtains Personal Information while delivering the Services or otherwise performing its obligations under the Agreement, use or disclose that Personal Information only for the purposes of the Agreement; and
  - b) Comply with the Australian Privacy Principles as if the Supplier were an agency under the *Privacy Act* and otherwise comply with the *Privacy Act*.

## 10 Collateral

- 10.1 The Supplier is required to obtain written approval (hardcopy or electronic) from HOPE Inc. Communications and Media Officer for all collateral and media releases which are produced under this Agreement before its use. Collateral includes all promotional material relating to the Agreement, including but not limited to brochures, factsheets, invitations, and posters:
- a) Requests for HOPE Inc. approval are to be sent to the Communications and Media Officer, PO Box 6118 – Clifford Gardens, Toowoomba Queensland 4350 or [office@hopeaustralia.org.au](mailto:office@hopeaustralia.org.au); and

- b) HOPE Inc. shall provide signoff or feedback within fourteen (14) days of receipt of the request.

10.2 The Supplier agrees to provide electronically any and all images collected during the life of the Agreement as applicable. Images must be correctly labelled including but not limited to identifying persons, places and events. HOPE Inc. and other nominated parties in relation to clause 11 will retain the right to use, reproduce, adapt and exploit the images in any reporting or promotional activities.

## 11 Project Material and Intellectual Property Rights

11.1 Intellectual Property Rights in Project Material:

- a) Subject to clause 11.2, all Intellectual Property Rights in the Project Material created by the Supplier will vest, upon creation, in the Supplier; and
- b) The Agreement does not affect the ownership of the Intellectual Property Rights in any Third-Party Material.

11.2 Licensing of Project Material under a Creative Commons License:

- a) The Supplier must make, or must procure for the making of, all Project Material (excluding Secret and Sacred Material) available under a perpetual Creative Commons Attribution License (CC-BY 3.0); and
- b) For the purpose of the Agreement, the Creative Commons Attribution License (CC-BY 3.0) is the form of license detailed at [www.creativecommons.org.au](http://www.creativecommons.org.au).

11.3 Licensing of Project Material generally:

- a) Notwithstanding any other provision of the Agreement, the Supplier grants, or must procure for, HOPE Inc. and any other nominated Party a perpetual, irrevocable, royalty free, worldwide, nonexclusive license (including the right to sub license) to use, reproduce, modify, adapt, communicate, publish, broadcast and exploit the Project Material (excluding Secret and Sacred Material) for any non-commercial purpose.

11.4 Third-Party Material:

- a) The Supplier must provide Third-Party Material necessary or appropriate to perform its obligations under the Agreement;
- b) If the Supplier cannot obtain the licenses as described in clauses 11.2 and 11.3 for any Third-Party Material, the Supplier must:
  - (i) Notify HOPE Inc. of the best alternative license terms for that Third-Party Material and not use that Third-Party Material unless HOPE Inc. consents to those terms;
- c) If HOPE Inc. does not consent to those terms, notify HOPE Inc. of any comparable Third-Party Material and comply with its obligations under this clause 11.4(c) in respect of comparable Third-Party Material.

11.5 Project Material Copies:

- a) On termination or expiry of the Agreement, or earlier if requested by HOPE Inc., the Supplier must promptly deliver a copy of all Agreement and service-related material that is in existence to HOPE Inc. in an agreed format (including in an electronic format), or as otherwise directed by HOPE Inc.

11.6 Intellectual Property Rights warranties:

- a) The Supplier warrants that anything done by the Supplier in the course of the Agreement including in developing the reports, will not infringe the Intellectual Property Rights of any person;
- b) The Supplier further warrants that HOPE Inc. nor any other nominated Party nor any of their sublicenses will not, at any time, be infringing the Intellectual Property Rights of any person when undertaking an activity allowed for under the Agreement or using Project Material

- (excluding Secret and Sacred Material) in a manner consistent with the licenses granted or to be granted, to HOPE Inc. and the other nominated parties under this clause;
- c) If HOPE Inc. reasonably believes that someone claims, or is likely to claim, that all or part of the materials warranted by the Supplier under this clause infringe their Intellectual Property Rights, the Supplier must, in addition to the indemnity under clause 21 and to any other rights that HOPE Inc. or the nominated other parties may have against it, promptly, at the Suppliers expense:
- (i) Use its best efforts to secure the rights for HOPE Inc. and other nominated parties to continue to use the affected materials free of any claim or liability for infringement; or
  - (ii) Replace or modify the affected materials so that the material or use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected materials.

## 12 Conflict of Interest

- 12.1 The Supplier warrants, to the best of its knowledge, as at the Commencement Date, that no Conflict of Interest exists or is likely to arise in the performance of the Supplier's obligations under the agreement.
- 12.2 If during the Agreement period, a Conflict of Interest arises, or appears likely to arise, the Supplier must immediately notify HOPE Inc. in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps the Supplier proposes to take to resolve or otherwise deal with the Conflict of Interest, and take such steps as HOPE Inc. may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- 12.3 The Supplier is responsible for the performance of the Supplier's responsibilities under the Agreement regardless of whether the Supplier has sub-contracted any of its obligations.
- 12.4 The Supplier must not enter into a subcontract under this Agreement with a sub-contractor that is not compliant with the *Workplace Gender Equality Act 2012* (Cth).
- 12.5 If requested, the Supplier must promptly provide to HOPE Inc. a copy of any contract or any material relating to the engagement of the sub-contractor.

## 13 Work, Health and Safety

- 13.1 The Supplier acknowledges and agrees that Work Health and Safety (WHS) is of paramount importance to them, their work colleagues, HOPE Inc. and its business.
- 13.2 The Supplier must in carrying out its obligations under the Agreement, comply with the provisions of all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority including those arising under a WHS Law in respect of occupational health and safety.
- 13.3 The Supplier must use reasonable endeavours to ensure that its sub-contractors also comply and meet their obligations as required.
- 13.4 If the Supplier is required by a WHS Law to report to a Regulator an incident arising out of the services provided for this Agreement:
- a) At the same time, or as soon as is possible in the circumstances, the Supplier must give notice of such incident, and a copy of any written notice provided to a Regulator, to HOPE Inc.; and



- b) The Supplier must provide to HOPE Inc., within such time as is specified by HOPE Inc., a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future.

13.5 The Supplier must inform HOPE Inc. the full details of:

- a) Any suspected contravention of a WHS Law relating to this provision of Services under the Agreement, within twenty-four (24) hours of becoming aware of any such suspected contravention;
- b) Any cessation of direction to cease work related to the provision of Services under this agreement, due to unsafe work, immediately upon being informed of any such cessation or direction;
- c) Any workplace entry by a WHS entry permit holder, or an inspector, to any place where the services are being performed or undertaken, within twenty-four (24) hours of becoming aware of an such workplace entry; and
- d) Any proceedings against the Supplier of its officers, or any decisions or request by the Regulator given to the Supplier of its Personnel, under a WHS Law, within twenty-four (24) hours of becoming aware of any such preceding, decision or request.

## 14 Insurance

14.1 The Supplier shall affect and maintain for itself and ensure similarly that any Suppliers or contractors it engages for any Activity affect and maintain the following insurances for the duration of the agreement, in connection with the Services being supplied:

- a) Workers' Compensation Insurance;
- b) Public Liability Insurance with a minimum of \$20 million; and
- c) Professional Indemnity Insurance with a minimum of \$1 million.

14.2 If requested in writing by HOPE Inc. to do so, the Supplier must produce evidence to HOPE Inc.'s satisfaction and approval that the insurance required by this clause has been affected and maintained. If the Supplier fails to produce evidence of compliance with insurance obligations to the satisfaction and approval of HOPE Inc., HOPE Inc. may affect and maintain the insurance, pay the premiums and deduct these payments from the fees payable for Services delivered.

14.3 The affecting and maintaining of insurance shall not limit the liabilities or obligations of the Supplier under other provisions of the Agreement.

14.4 Wherever possible, the Supplier shall require professional Suppliers and contractors to maintain Professional Indemnity insurance for the amount of loss likely to be suffered by the Supplier in the event that the Supplier or contractor provides Services in a negligent manner.

## 15 Environmental Management

15.1 The Supplier acknowledges and agrees that environmental management is of paramount importance to them, their work colleagues, HOPE Inc. and its business.

15.2 To give effect to clause 15.1, the Supplier agrees to do all things necessary to implement environmental management practices and procedures whilst delivering the Services as specified in the Agreement.

## 16 Property and Equipment

16.1 HOPE Inc. may provide equipment and property to the Supplier to assist in the delivery of Services. HOPE Inc. reserves the right to record the equipment and/or property provided under the *Personal Properties and Securities Act 2009* (Cth).



16.2 As collateral for the return of each item and the performance of the Suppliers' obligations under the Agreement, the Supplier grants to HOPE Inc. a Security Interest over the equipment and/or provided that:

- a) Nothing in the agreement gives the Supplier the right, title or interest in the HOPE Inc. equipment and/or property other than the right of possession and use pursuant to the terms of the Agreement;
- b) If the Supplier is in default of any provision of the agreement, HOPE Inc. may seize the property by any method permitted by law;
- c) The Supplier gives its consent to the registration of the HOPE Inc. Security Interest on the Personal Property Securities Register;
- d) The Supplier waives its right pursuant to section 157 (3) of the Act to receive a notice in relation to registration events to which this clause applies; and
- e) The Supplier co-operates fully to enable HOPE Inc. to protect and maintain the perfection of its Security Interest.

## 17 HOPE Inc. Representative

17.1 The President or nominated officer shall represent HOPE Inc. during the performance of the Agreement with respect to the Services and deliverables and has authority to execute written modifications or additions to the agreement as defined in Sections 21 and 26.

## 18 Indemnity

18.1 The Supplier indemnifies HOPE Inc., their employees, servants and agents against all damages, costs, expenses, loss or damage which they may incur or sustain in relation to the Agreement and all actions, proceedings, claims and demands whatsoever which may be brought or made against it or any person in respect of, by reason of or arising out of:

- a) The performance by or on behalf of the Supplier;
- b) Any negligence or other wrongful act or omission of the Supplier or its employees, sub-contractors or sub-suppliers or of any other persons for whose acts or omissions the Supplier is vicariously liable;
- c) Any negligence or other wrongful act or omission of the Supplier's visitors, invitees or licensees;
- d) The death, injury, loss of or damage to the Supplier, its employees, agents, sub-suppliers, licensees, invitees or visitors; and
- e) Any breach of this Agreement by the Supplier.

18.2 The indemnity under clause 21.1 is a continuing obligation separate and independent of each Party's other obligations and shall survive the expiration or, where relevant, the earlier termination of the Agreement.

18.3 The Supplier may engage contractors, suppliers or organisations entirely at its own risk and HOPE Inc. will not be liable for any loss, cost, damage, expense or other liability incurred or suffered by the Supplier in engaging any contractor, Supplier or organisation except as explicitly set out in the Agreement or arising as a direct consequence of any deliberately wrongful or negligent act or omission of HOPE Inc.

## 19 Notices

19.1 Any notice to be given by either Party will be in writing and forwarded to the other Party either by post, or electronic mail.

19.2 All correspondence in respect of this Agreement will be directed to the nominal contact officer as detailed in the Schedule to a Services Agreement issued by HOPE Inc.

## 20 Disputes

- 20.1 HOPE Inc. and the Supplier must make every effort to avoid disputes arising but acknowledge that despite those efforts, disputes may still arise.
- 20.2 If a dispute or difference arises between HOPE Inc. and the Supplier at any time as to the construction of the Agreement or as to any matter or thing of whatever nature arising under or in connection with the Agreement, then either Party must promptly give to the other notice in writing adequately identifying the matters of that dispute or difference.
- 20.3 If the dispute or difference has not been settled within five (5) days after receipt by a Party of a notice of dispute, the dispute must be referred to a mediator agreed to by the Parties or if the Parties are unable to agree on a mediator, then a mediator appointed by the President of the Queensland Law Society. Such mediation is to be conducted on such terms as agreed by the Parties, or if the Parties are unable to agree, then on such terms as directed by the appointed mediator.

## 21 Defective Works

- 21.1 The Supplier agrees to indemnify HOPE Inc. against all costs and expenses that HOPE Inc. incurs or sustains in relation to this Agreement which result from or in relation to any defective Services of the Supplier.
- 21.2 HOPE Inc. will issue a Notice to Rectify to the Supplier stipulating the rectification Services required and the time in which such rectification is to be affected. The Supplier agrees that any such rectification work will be conducted at the Supplier's own expense and within the timeframe stipulated in the Notice to Rectify.
- 21.3 In the event that the Supplier fails to rectify the defect within the stipulated timeframe, then HOPE Inc. reserves the right to engage another contractor or Supplier to complete the rectification work and to recover the costs of same from the Supplier.
- 21.4 The indemnity under clause 21.1 is a continuing obligation separate and independent of each Party's other obligations and will survive the expiration or, where relevant, the earlier termination of this Agreement.

## 22 Disclosure

- 22.1 By executing a supply Agreement, the Supplier agrees that HOPE Inc. may release information regarding the Agreement including the Supplier name, Funding Source/s, Funding Group, Nature of Support provided, Value of Agreement and Value of In-Kind Contribution/s to funding providers and other key stakeholders.
- 22.2 The Supplier may access their personal information or find out if HOPE Inc. holds personal information about the Supplier, by contacting HOPE Inc. in writing as per clause 19. HOPE Inc. will endeavour to comply with your request but may refuse access if they have a legal right or requirement to do so in accordance with the *Privacy Act*.
- 22.3 If the Supplier believes that the personal information held is incorrect, they may request that it be corrected. This request should be in writing and be directed as per clause 19. HOPE Inc. will endeavour to comply with the Supplier's request to correct information or notify that the correction has not been made giving the reason why HOPE Inc. is unable to comply with the Supplier's request.

## 23 Complete Agreement

23.1 The Agreement to supply consists of the following documents: the Agreement and Standard Terms and Conditions. These documents together contain the entire Agreement between the parties hereto with respect to the matters covered herein. No other Agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of a Supplier by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. HOPE Inc. acknowledges that it is entering into the Agreement solely on the basis of the representations contained herein.

## 24 Applicable Law

24.1 The Agreement shall in all respects be governed by and construed in accordance with the law of the State of Queensland and the parties submit to the jurisdiction of the courts of that State.

24.2 Unless the parties agree otherwise, the Supplier shall ensure that it obtains any approvals, authorities, licences, and permits which are required under Commonwealth, State and Local Authority legislation to undertake the Services described in the Agreement.

## 25 Scope of Agreement

25.1 If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

## 26 Variations / Additions

26.1 The parties may vary any of the terms of the Agreement, but any variation will be effective only if evidenced in writing signed by the parties. No Agreement or understanding that varies or amends the agreement shall bind either Party unless and until agreed to in writing by both parties.

26.2 After receipt of a HOPE Inc. Agreement variation which adds to the Services, the Supplier may take reasonable action and expend reasonable amounts of time and money based on the agreed variation.

26.3 HOPE Inc. agrees to pay the Supplier for such action and expenditure as set forth in the variation of the original Agreement for payments related to Services.

## 27 Special Conditions

27.1 Where the supply of Services requires additional conditions of supply, the conditions will be specified in the documented Agreement and are considered to be in addition to these Standard Terms and Conditions.

## 28 Assignment

28.1 The Agreement may not be assigned by either Party without the prior written consent of the other Party. Except for the prohibition on assignment contained in the preceding sentence, the Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

- 28.2 Should an assignment of rights and obligations become necessary under the Agreement, the Party requesting said assignment must give reasonable notice of not less than seven (7) days to the other Party of its intention to transfer or assign its rights or obligations under this Agreement.
- 28.3 The Supplier must authorise and return any documentation required by HOPE Inc. to complete the transfer or assignment in clause 28.1, and the Supplier can employ within its fee set out in the Agreement, persons or companies it deems appropriate to assist it in completing the transfer or assignment.

## 29 Miscellaneous

- 29.1 No omission by either Party to require the performance by the other of any of the terms and conditions of the Agreement nor any forbearance or indulgence shown by a Party to the other, will in any manner affect or prejudice the rights of a Party at any time to require strict and full performance by the other Party of any or all of the terms and conditions of the Agreement.
- 29.2 If any of the provisions of the Agreement is or becomes or is held to be invalid, illegal or unenforceable in any respect then the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired unless this Agreement is thereby rendered impracticable or impossible of performance.