

AWH TERMS AND CONDITIONS

1 General

- 1.1 These terms and conditions ("Terms") together with each price list provided to you by us ("Price List") and any implied terms which cannot be excluded are the whole agreement between you and us.
- 1.2 No other contractual terms of a Customer (such as on a hire order or otherwise) apply and, if provided, they don't constitute a counteroffer.
- 1.3 If you accept delivery or supply of all or a portion of Goods supplied under these Terms, you will be deemed to have accepted these Terms and they will apply to the exclusion of all other written agreements with us.
- 1.4 Documents requiring signature may be signed in electronic form and are binding from the time a person affixes a signature on your behalf.

2 Definitions

ACL – the Australian Consumer Law which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)

Consumer – a consumer as defined under the ACL.

Consumer Guarantees – the guarantees relating to the supply of goods and services contained in the ACL.

Customer/you/your – the person, firm, organisation, partnership, corporation, trust or other entity hiring Goods from us including any employees, agents or contractors.

Environmental Laws – any statutes, regulations or other laws made or issued by a regulatory authority or the government in relation to the environment including the use and protection of the environment.

End Hire Date – date that the Hire Period ends as specified in your order.

Goods – any goods provided by us to you for hire under these Terms.

Hire Charge/s – amounts payable by you for hiring the Goods as set out in your order and determined by reference to our Price List.

Hire Period – see clause 3.

Occupational Health and Safety Laws – *Work Health and Safety Act 2011* (ACT), *Work Health and Safety Act 2011* (NSW), *Work Health and Safety (National Uniform Legislation) Act 2011* (NT), *Work Health and Safety Act 2011* (Qld), *Work Health and Safety Act 2012* (SA), *Work Health and Safety Act 2012* (Tas), *Occupational Health and Safety Act 2004* (Vic) and *Occupational Safety and Health Act 1984* (WA) including any relevant regulations or codes.

PPSA – the *Personal Property Securities Act 2009* (Cth).

Price List – the list that sets out the daily Hire Charges for each of the Hire Goods for the Hire Period, which may vary from time to time in accordance with this agreement.

We/us/our – Australian Welding Hire Pty Ltd (ABN 82 623 562 498).

3 Hire Period

- 3.1 The Hire Period commences either:
 - 3.1.1 When you collect the Goods from our premises; or
 - 3.1.2 If you elect to have us deliver the Goods to your premises, when the Goods have been delivered to the address you have provided us.
- 3.2 The Hire Period continues for the period that you selected when you placed the order and ends when the Goods are returned to our possession.
- 3.3 You must return the Goods on the End Hire Date unless you have informed us of a change prior to the End Hire Date and we have agreed to the change.
- 3.4 We may refuse to supply any order in our absolute discretion.
- 3.5 You are responsible for any loss, theft or damage to the Goods except where such loss, theft or damage was caused by our actions.
- 3.6 We will take a photo of the Goods prior to the commencement of the Hire Period and compare the condition of the Goods when returned to us against this photo. You must acknowledge receipt of the Goods and accept the condition photos (which can be done either by signing when you collect the Goods, or if they are delivered, signing and emailing a form back to us).

4 Hire and Other Charges

- 4.1 You must pay the Hire Charge applicable for the full Hire Period.
 - 4.1.1 If you do not return the Goods to us by the End Hire Date, we will continue to charge you a daily Hire Charge for the period that the Hire Goods remain your possession. We may increase the Hire Charges for any period of overholding by up to 15% per day if we deem necessary. This obligation applies regardless of the termination of this agreement.
 - 4.1.2 If you return the Goods to us for any reason (including change of mind) prior to the End Hire Date, we reserve the right to charge a fee for early return, however, the total amount payable by you shall not amount to more than the original Hire Charges set out in the order.
 - 4.1.2.1 If you originally hired the Goods for a period of 4 weeks, the monthly rate shall be adjusted to reflect the weekly rates that apply for shorter rentals.
 - 4.1.2.2 If you originally hired the Goods for a period of 12 weeks, the rate payable shall be adjusted to reflect the monthly or weekly rates that apply for shorter rentals, or we may charge you 50% of the total Hire Charges for the original Hire Period multiplied by the weeks remaining under the original Hire Period (for which the Goods are no longer in your possession).
 - 4.1.3 If applicable, we will issue a refund of any overpayment of the Hire Charges, after the deduction of any early return fee.

- 4.2 You may elect to purchase the additional services that we offer. If you do so, you must pay the corresponding additional charges as set out in our Price List or on our website.
- 4.3 You are also liable for and must pay the following charges:
 - 4.3.1 If you do not return the Goods to us in clean condition we will charge you the cost of cleaning the Goods;
 - 4.3.2 The full cost of repairing any damage to the Goods or replacing the Goods where you have caused or contributed to the damage (see clause 11.3);
 - 4.3.3 Any stamp duties, GST or any other taxes or duties arising out of this agreement or otherwise from your use of the Goods;
 - 4.3.4 Any fines, penalties, levies or other governmental charges arising out of this agreement or otherwise from your use of the Goods;
 - 4.3.5 All costs incurred by us in delivering or collecting the Goods to or from your premises including any waiting fee if delivery or collection is delayed by you;
 - 4.3.6 The cost of fuels, consumables and trade materials in relation to the Goods.

5 Pricing

- 5.1 Subject to clause 19, we reserve the right to vary our prices including the Hire Charges and any other charges as set out in our Price List. However, we will not impose any new prices on an existing order that has been accepted by us (provided that you return the Goods by the End Hire Date). If you do not return the Goods by this date, you will be liable to pay any new applicable Hire Charge until the Goods are returned to us.
- 5.2 Our prices don't include (unless specified): (1) Any statutory tax, including any GST, duty or impost levied in respect of the Goods and not allowed for by us in calculating the price; or (2) Costs and charges in relation to insurance, packing (other than our standard packing), crating, delivery (whether by road, rail, ship or air) and export of the Goods.
- 5.3 You shall pay any variations in the invoice or contract price as a consequence of currency fluctuations.
- 5.4 This agreement shall not be affected by any impositions or alterations of customs duties or by decisions of the Customs Department with regard to either classification or value of duty or landing charges. Any such impositions shall be payable by you.

6 Payments

- 6.1 The Hire Charges vary depending on whether you elect to hire the Goods on the basis of one week, 4 week or 12 week Hire Period.
- 6.2 Payment of all Hire Charges must be made by credit card weekly in advance. Subject to clause 6.3, you must pay the total Hire Charge upon placing the order of the Goods.
- 6.3 If we don't receive payment in advance and you retain possession of the Goods, you become indebted to us and we may charge interest (as liquidated damages) at the rate of two percent (2%) above the rate of interest fixed from time to time under Section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- 6.4 Without limiting our ability to recover all amounts owing to us, you give us authority to charge to any credit card or account details provided the full cost of any repair or replacement of the Goods where you have caused or contributed to the damage or loss.
- 6.5 We can set-off against any money owing to you amounts owed to us by you on any account whatsoever.
- 6.6 Any payments received from you on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and legal costs, and then to principal.
- 6.7 You are liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by us for enforcement of obligations and recovery of monies due from you to us.
- 6.8 All sums outstanding become immediately due and payable by you to us if you make default in paying any sums due to us, become bankrupt or commit any act of bankruptcy or have judgment entered against you in any court, notwithstanding the provisions of any other clause in these Terms.

7 Our Obligations

- 7.1 We will provide the Goods to you:
 - 7.1.1 To use exclusively for the Hire Period; and
 - 7.1.2 In clean and in good working order.
- 7.2 If you do not receive the Goods in good working order, you must notify us within 24 hours. If you do not notify us within this time period, we will assume that the Goods were in good working order.

8 Your Obligations

You must:

- 8.1 Ensure the accuracy of all specifications, details, sizes and quantities which constitute an order. We do not accept any responsibility for any errors in such specifications, details, sizes and quantities and shall fulfil the order in conformity with the information supplied by you.
- 8.2 Read the instruction manual on our website and conduct any necessary risk and safety assessments as determined by you or as specified by the manufacturer, prior to using the Goods. You agree that you are responsible to perform any safety and risk assessments that may be required in accordance with Occupational Health and Safety Laws or Australian standards and release us from this obligation to the fullest extent permitted by law.

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- 8.3 Display all safety signs and instructions (as mandated by law) and ensure observance of such signs and instructions by all persons operating the Goods.
- 8.4 Operate the Goods safely, strictly in accordance with all laws, only for their intended use and in accordance with any manufacturer's instructions.
- 8.5 Comply with all Environmental Laws and rectify as soon as practicable any breach of the Environmental Laws caused or contributed by you in relation to the Goods.
- 8.6 Ensure that all persons operating or setting up the Goods are suitably trained on the safe and proper use, are qualified to use the Goods and where necessary hold a current licence and/or certificate.
- 8.7 Ensure that all persons operating or setting up the Goods wear protective clothing and/or equipment as recommended by us or the manufacturer.
- 8.8 Comply with the relevant state or territory Occupational Health and Safety Laws relating to the Goods.
- 8.9 Clean, fuel, lubricate and maintain the Goods in good condition according to our instructions or the instructions of the manufacturer at your own cost.
- 8.10 When necessary to transport the Goods, safely load, secure and transport the Goods in accordance with the law and any obligations imposed by us.
- 8.11 Return the Goods to us clean and in good repair, ordinary fair wear and tear excluded.
- 8.12 Indemnify us for all injury and/or damage to persons and/or property in relation to your use of the Goods.
- 8.13 Take out and maintain adequate insurance in relation to the Goods.
- 8.14 Store the Goods safely and securely for the full length of the Hire Period;
- You must not:
- 8.15 Tamper with, damage, modify or repair the Goods without our express written consent which may be withheld in our absolute discretion.
- 8.16 Alter or deface the surface of the Goods including removing, altering, erasing or defacing any identifying mark, plate, number, notice or safety information on the Goods.
- 8.17 Use the Goods off-shore, in a mine or in an area where friable asbestos is present without our express written consent which may be withheld in our absolute discretion.
- 8.18 Give up possession of the Goods, unless we otherwise consent.
- 8.19 Allow any person who is under the influence of drugs and/or alcohol to operate the Goods.
- 9 Delivery and Supply**
- 9.1 You must either collect the Goods from us or we will deliver the Goods to the location specified by you. You are liable to pay any delivery costs (see clause 4.3.5).
- 9.2 We shall not be liable for failure to deliver/supply, or for delay in delivery/supply. If we quote a time for delivery/supply, it's an estimate only. We can stop supply/delivery if you fail to comply with these Terms.
- 9.3 You must ensure that there is a person authorised by you to collect the Goods upon delivery/supply and you must not allege that any such person is not so authorised.
- 9.4 If you tell us to deliver the Goods over different times or to different addresses from those initially specified by you, then you: (1) shall be liable for any additional cost, charge and expense incurred by us in complying with your direction; (2) shall pay for Hire Charges for the full Hire Period notwithstanding the staggered deliveries; and (3) such action shall be deemed to be delivery to you.
- 9.5 You are deemed to accept delivery of the Goods where they are either delivered to your premises or when we notify you that the Goods are available for collection.
- 9.6 If you are unable or fail to accept delivery of the Goods, we may deliver them to a place of storage nominated by you and, failing such nomination, to a place determined by us. Such action shall be deemed to be delivery to you. You shall be liable for all cost, charge and expense incurred by us on account of storage, detention, double cartage/delivery or similar causes.
- 9.7 If we have agreed to collect the Goods from your premises at the end of the Hire Period, you must ensure that the Goods are kept safe and secure for collection. Otherwise, you must return the Goods to us at the end of the Hire Period during normal business hours.
- 10 Property**
- 10.1 In all circumstances:
- 10.1.1 except as specified under clause 10.4, we own and retain title to the Goods. Title to the Goods shall not pass to you and you shall hold the Goods as bailee for us (returning the same to us on request). The Goods shall nevertheless be at your risk from the time of delivery/supply;
- 10.1.2 we are irrevocably authorised to enter any premises where the Goods are kept, and to use your name and to act on your behalf, if necessary, to recover possession of the Goods without liability for trespass or any resulting damage.
- 10.2 The Goods will not be deemed to be a fixture under any circumstances.
- 10.3 Except in the circumstances set out in clause 12, you must not offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over or otherwise deal with the Goods in any way;
- 10.4 If we are unable to provide certain Goods to you, we may hire or lease the Goods from a third party ("Third Party") who holds title to the Goods. In that instance, title to the Goods remains with the Third Party.
- 10.5 At all times, we retain the right of possession of any pallets or other equipment used for delivery of the Goods and you agree to indemnify us in respect of any pallets or equipment not returned to us in good order and condition (as determined by us) within fourteen (14) days of delivery of the Goods.
- 11 Failure of the Goods**
- 11.1 If the Goods fail or otherwise become unsafe to use during the Hire Period, you must:
- 11.1.1 Immediately stop using the Goods;
- 11.1.2 Notify us within 24 hours of discovering the defect;
- 11.1.3 Take all steps necessary to prevent injury to persons operating the Goods or damage to other property; and
- 11.1.4 Take all steps necessary to prevent further damage to the Goods.
- 11.2 Except if clause 11.3 applies:
- 11.2.1 We will arrange for one of our service contractors to inspect the Goods, if possible.
- 11.2.2 We will repair the Goods or provide you with a suitable replacement at no cost to you.
- 11.2.3 We will not impose a Hire Charge for the period during which the Goods were broken or unsafe to use.
- 11.3 If the Goods have been lost or stolen or if we determine that they have failed or otherwise become unsafe to use because of your acts or omissions (including the acts or omissions of your employees or contractors) you must pay:
- 11.3.1 The costs of our service contractor inspecting the Goods, if applicable;
- 11.3.2 All costs incurred in repairing or replacing the Goods; and
- 11.3.3 All Hire Charges for the full length of time in which the Goods are unable to be used including when the Goods are being repaired or replaced.
- 12 Personal Property Security Interest**
- 12.1 You grant a security interest in the Hired Goods and the proceeds (as defined in the Personal Property Securities Act 2009 ("PPSA")) to secure your obligations to us under this agreement (together the "Indebtedness").
- 12.2 Where the Goods and/or proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the Indebtedness, the security interest shall also extend to all the goods present and after acquired by the Customer, of which the Hired Goods form part, to the extent required to secure the Indebtedness.
- 12.3 You waive any right to receive notice in relation to any registration or amendment to a registration on the Personal Property Security Register ("PPSR"). At your own expense, you will provide all reasonable assistance and relevant information to enable us to register on the PPSR and generally to obtain, maintain, register and enforce the security interests created by this agreement.
- 12.4 Any payments received from you shall be deemed to be made and applied by us in the following order (unless we otherwise determine): (1) to any obligation owed by you which is unsecured, in the order in which the obligations were incurred; (2) to any obligations that are secured, but not by a purchase money security interest ("PMSI"), in the order in which those obligations were incurred (3) to obligations that are secured by a PMSI, in the order in which those obligations were incurred.
- 12.5 Until you have paid all money owing to us, you must at all times ensure that (1) all Hired Goods, while in your possession, can be readily identified and distinguished.
- 12.6 Section 115(1) of the PPSA allows for the contracting out of certain provisions of the PPSA provided that the security agreement is for a security interest in collateral that is not used predominantly for personal, domestic or household purposes. Accordingly, to the extent permissible by law, you agree that the following provisions of the PPSA will not apply and you will have no rights under them: section 95 (notice of removal of accession), to the extent that it requires the secured party to give a notice to the grantor; section 96 (when a person with an interest in the whole may retain an accession); section 118 (enforcing security interests in accordance with land law decisions), to the extent that it allows a secured party to give a notice to the grantor; section 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires the secured party to give a notice to the grantor; section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); section 143 (reinstatement of security agreement).
- 12.7 Section 115(7) of the PPSA allows for the contracting out of the application under subsection 116(2) of any provision of Part 4.3 (seizure and disposal or retention of collateral) in relation to property. Accordingly, to the extent permissible by law, the following provisions of the PPSA will not apply and the Customer will not have any rights under them: section 127; section 129(2),(3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
- 12.8 Unless otherwise agreed and to the extent permitted by the PPSA, the parties agree not to disclose any information of a kind referred to in section 275(1) of the PPSA to an interested person or any other person. You must do everything necessary to ensure that section 275(6)(a) of the PPSA continues

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- to apply. The agreement in this subclause is made solely for the purpose of allowing us the benefit of section 275(6)(a) and we will not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this subclause. You waive any right you may have, or but for this subclause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.
- 12.9 You waive your right to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPSA.
- 12.10 You must take all steps including registration under the PPSA as may be necessary to:
- 12.10.1 Ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPSA;
- 12.10.2 Enabling you to gain (subject to our rights) first priority (or any other priority agreed to by us in writing) for the security interest;
- 12.10.3 Enabling the exercise of both your and our respective rights in connection with the security interest.
- 12.11 To assure performance of its obligations under this agreement, you hereby give us an irrevocable power of attorney to do anything we consider that you should do under this agreement. We may recover from you the cost of doing anything under this clause 12, including registration fees.
- 13 Sub-hire**
- 13.1 You must not lease, hire, bail or give possession ('sub-hire') of the Goods to anyone else unless we (in our absolute discretion) first consent in writing. Any such sub-hire must be in writing in a form acceptable to us and must be expressed to be subject to our rights under this agreement. You must not vary the sub-hire agreement without our express written consent (which we may give or withhold in our absolute discretion).
- 13.2 You must provide us with up-to-date information about the sub-hire agreement including the identity of the sub-hirer, the terms and state of accounts and payments under the sub-hire agreement and the location and condition of the Goods.
- 14 Availability of Stock**
- If an order cannot be fulfilled on its receipt because we do not stock particular Goods, pursuant to clause 10.4, we may hire or lease the Goods from a third party and then sub-hire or sub-lease the Goods to you.
- 15 Notification**
- You must notify us in writing within seven (7) days of: (1) Any alteration of your name or ownership; (2) the issue of any legal proceedings against you; (3) the appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to you; and (4) Any change in the ownership of your business name. You agree that you shall be liable to us for all Goods supplied to the new owner by us until notice of any such change is received.
- 16 Warranties**
- 16.1 No warranties except those implied and that by law cannot be excluded are given by us in respect of the Goods supplied.
- 16.2 If you are a consumer for the purposes of the ACL ('Consumer'), our liability for a breach of a condition or warranty is limited to:
- 16.2.1 The repair of the Good(s) or the cost of repairing the Good(s) if we determine that there has been a minor fault; or
- 16.2.2 If it is not possible to repair the Good(s), or if we determine that there has been a major fault (which may include multiple minor faults), the replacement of the Good(s); or
- 16.2.3 If a minor fault prevents the Good(s) from being used for their intended purpose within 30 days after commencement of the Hire Period, the replacement of the Good(s).
- 16.3 If the Goods are returned in accordance with this clause 16, you are responsible for returning the Goods to our premises, unless you request that we collect them. If the Goods are confirmed to have a minor fault or major fault, you may recover reasonable transportation costs from us and no handling fee is payable by you.
- 16.4 You acknowledge and warrant that you have relied on your own skill and judgment or, alternatively, on the skill and judgment of tradesmen and professional advisers retained by you to provide advice and assistance on the suitability of the Goods for specific purposes and procedures and, in this respect, you shall indemnify us from and against any suit, claim, demand or compensation which, but for these Terms, you may have had against us, except if you are a Consumer or these Terms are deemed to be a Small Business Contract.
- 16.5 You warrant to us that you are hiring the Goods as the principal and not as an agent.
- 17 Indemnities and Exclusion of Liabilities**
- 17.1 Unless you are a Consumer or this agreement is deemed to be a Small Business Contract, and to the fullest extent permitted by law, we will not be liable to you for a consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, any wasted costs incurred by you, amounts you are liable to your customers for any loss suffered by third parties in relation to these Terms or its subject matter whether in contract, tort (including but not limited to negligence), in equity, under statute or under an indemnity, whether or not such a loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- 17.2 You are liable for and indemnify us against all liability, claims, damage, loss, costs and expenses (including but not limited to, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against us and any environmental loss, cost, damage or expense) in respect of personal injury, damage to property or a claim by a third party in respect of your hire or use of the Goods or your breach of these Terms. Your liability under this indemnity is reduced to the extent that our breach of these Terms or our negligence causes the liability, claims, damage, loss, costs or expenses.
- 17.3 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by these Terms.
- 18 Force Majeure**
- We shall be released from our obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders provision of the Goods impossible, where all money due to us shall be paid immediately and, unless prohibited by law, we may elect to terminate the Agreement.
- 19 Equitable Charge**
- You as beneficial owner and/or registered proprietor now charge in favour of us all of your estate and interest in any real property (including but not limited to any applicable land owned by you or described as your Street Address in your order) ('Land') to secure payment of accounts rendered by us to you for the delivery and/or supply of the Goods including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by us and including the costs to prepare and lodge a Caveat against the Land and to remove the Caveat.
- 20 Variation**
- 20.1 We may vary these Terms by providing written notice to you (by email, conventional mail or by posting the amended terms on our website).
- 20.2 If you are a Consumer, or this agreement is deemed to be a Small Business Contract, and you do not deem the variation acceptable, you may elect not to proceed with the purchase of the Goods ordered before the date of the variation but which are intended to be subject to the variation.
- 20.3 If you are not a Consumer and this agreement is not deemed to be a Small Business Contract, you agree that the variation applies from the date of receiving notice of the varied Terms.
- 21 Failure to Act**
- Our failure to enforce or insist upon the timely performance of any condition, covenant or provision in these Terms, or our failure to exercise any right or remedy available under these Terms or at law, or our failure to insist upon timely payment of monies when due or to demand payment of any charges or fees which accrue or forbearance under these Terms shall not constitute a waiver of any subsequent default or a waiver of our right to demand timely payment of future obligations or strict compliance with the Terms.
- 22 Breach of Terms**
- 22.1 If you breach any material clause of this agreement and do not remedy the breach within 7 days of us giving notice of the breach then we will be entitled to terminate this agreement and/or sue for recovery of all monies owing to us and/or repossess the Goods and you authorise us to enter any premises in which the Goods are located to do so.
- 22.2 You indemnify us in respect of any damages, costs or loss resulting from your breach of any of the clauses of these Terms.
- 23 Legal Construction**
- 23.1 These Terms are a payment claim under the Building and Construction Industry Security of Payment Act 1999 (NSW), the Building and Construction Industry Security of Payment Act 2002 (Vic), the Building and Construction Industry Security of Payment Act 2004 (Qld), the Building and Construction Industry Security of Payment Act 2009 (SA), the Construction Contracts Act 2004 (WA), the Building and Construction Industry Security of Payment Act 2009 (Tas), the Building and Construction Industry (Security of Payment) Act 2009 (ACT) and/or the Building and Construction Industry (Security of Payment) Act 2009 (NT).
- 23.2 Except where Australian Welding Hire in its discretion takes action against the Customer under any of the Building and Construction Industry legislation referred to in this clause, these Terms shall be governed by and interpreted according to the laws of Victoria and the parties consent and submit to the jurisdiction of the Courts of Victoria.
- 23.3 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.