
NQ CAMPER TRAILER HIRE

- RENTAL AGREEMENT -

RENTAL SCHEDULE

Agreement date:	
Owner:	Matthew William Morris-Muller trading as NQ Camper Trailer Hire ABN 27 729 498 118
Renter:	
Rental Payment:	\$
Security Bond:	\$
Rental Start Date and Time:	
Rental End Date and Time:	
Pick-up Location:	
Drop-off Location:	
RV Description:	
Maximum Occupancy (number of persons):	
Retrieval Fees (per hour or part thereof):	\$
Special Conditions:	
SIGNED AS AN AGREEMENT:	<p>Owner:</p> <p>Date:</p> <p>Renter:</p> <p>Date:</p>

RENTAL AGREEMENT

1. Definitions

In this agreement, unless the context otherwise requires:

- (a) "Agreement" means this Rental Agreement.
- (b) "Business Day" means a day, not being a Saturday, Sunday or gazetted public holiday, on which banks are open for commercial business where performance of an obligation under this agreement is to take place.
- (c) "Claim" means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost liability, action, proceeding, right of action, chose in action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.
- (d) "Condition Report" means a report attached to this Agreement, setting out the condition of the RV as at the Rental Start Date and at the Rental End Date.
- (e) "Costs" includes costs, charges, expenses, disbursements, fees, commissions insurance premium payments, levies, taxes and duties.
- (f) "Daily Rate" means the Rental Payment divided by the number of days in the Rental Period.
- (g) "Default Event" is an event of default by the Renter and as defined in this Agreement.
- (h) "Duties" means taxes limited to stamp, transaction or registration duties or similar charges levied or imposed by any governmental agency, excluding financial institutions duty, bank debits tax or other duties or charges passed on by any bank or financial institution, together with associated interest, penalties, charges, fees or other amounts.
- (i) "Encumbrance" means any interest in, right or any form of security over property, including, but not limited to any mortgage, pledge, lien or charge, or any other security or preferential interest or arrangement of any kind with any creditor to have its claim satisfied in priority to other creditors.
- (j) "Force Majeure Event" means:
 - (i) act of God.
 - (ii) strike, lockout or other industrial disturbance.
 - (iii) enemy action, war, blockade, insurrection, riot, civil disturbance, explosion or epidemic.
 - (iv) lightning, earthquake, fire, storm or flood.
 - (v) any other act, event or matter beyond the control of, or incapable of being avoided or overcome through the exercise of due diligence by, any party to this Agreement.
- (k) "GST" means goods and services under the GST Law.
- (l) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth), as in force from time to time.
- (m) "Inventory" means the accessories, furniture and spare parts contained and forming part of the RV as listed in any Annexure to this Agreement.
- (n) "Obligation" means any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability.
- (o) "Owner" means the person or persons listed as such in the Rental Schedule.
- (p) "Party or Parties" means a party or parties to this Agreement and includes the Owner and the Renter and their permitted successors and assigns.
- (q) "Payment Date" means each day specified as a payment date in the Rental Schedule.
- (r) "Public Holiday" means a gazetted public holiday in the state of Queensland.
- (s) "PPSA" means the *Personal Property Securities Act 2009* (Cth) as amended from time to time.
- (t) "PPSR" means the Personal Property Securities Register.
- (u) "Proceeds" has the same meaning as in the PPSA.
- (v) "Rental End Date" means the date the rental ends as specified in the Rental Schedule.
- (w) "Rental Start Date" means the date the rental commences as specified in the Rental Schedule.
- (x) "Rental Payment" means the total rental payable by the Renter to the Owner for the Rental Period specified in the Rental Schedule.
- (y) "Rental Period" means the period commencing on the Rental Start Date and ending on the Rental End Date as specified in the Rental Schedule and includes any variation, for whatever reason in writing, by the Owner (at its absolute discretion) of the Rental Start Date and/or the Rental End Date.
- (z) "Rental Schedule" means the schedule which is annexed to and forms part of this agreement.
- (aa) "Renter" means any person or persons who signs this agreement as Renter either personally or by an agent.
- (bb) "Replacement Value" means the price of a new RV, or a RV of similar age to the RV, having specifications as near as reasonably practicable to, but at least equal in material respects to, those of the affected RV. In the case of a RV less than 4 years old, if the current model RV is no longer available by its manufacturer then the list price of a successor model will apply.
- (cc) "Right" includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.
- (dd) "RV" means the Caravan, Camper Trailer, Campervan, Motor Home or other vehicle described as such in the Schedule including all fixtures, fittings, furniture, spare parts and accessories specified in the Inventory and includes any replacement RV provided by the Owner.
- (ee) "Security Bond" means the amount so specified in the Rental Schedule.

2. Interpretation

- (a) This agreement is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (b) In the interpretation of this agreement:
 - (i) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation.
 - (ii) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced.
 - (iii) Grammatical forms of defined words or phrases have corresponding meanings.
 - (iv) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Queensland.
 - (v) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.
 - (vi) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day.
 - (vii) If there is any inconsistency between the standard terms of this Agreement and any special condition set out in the Rental Schedule, the special condition prevails.
 - (viii) References to a party are intended to bind their heirs, executors, administrators, successors and assigns.
 - (ix) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.
 - (x) Any person who signs this Agreement on behalf of another person warrants that they are the duly authorised agent of that person and shall otherwise be a party to this Agreement in their own capacity.

3. Rental Agreement

- (a) The parties agree that this Agreement will govern the rental of the RV by the Owner to the Renter.
- (b) The particulars of the rental of the RV by the Renter are set out in the Rental Schedule.
- (c) The term of the rental of the RV will be for the Rental Period unless terminated earlier in accordance with this Agreement.
- (d) Following the end of the Rental Period, any continued rental of the RV by the Owner to the Renter will be on a daily basis, and this Agreement will continue to apply to such rental.

4. Payment of Security Bond and Rental Payment

- (a) The Renter will pay the Security Bond to the Owner at the time of completing the booking process.

- (b) The Renter will pay the Rental Payment to the Owner at the time of completing the booking process or 14 days before the Rental Start Date, whichever is the later.
- (c) The Owner will return the Security Bond to the Renter after deduction of any money due to the Owner under this Agreement, within 14 days of Rental End Date.

5. Pick-up and Drop-off of RV

- (a) The Renter will be responsible for the pick-up and drop-off of the RV from the Owner at the location and time specified in the Rental Schedule. If the drop-off of the RV is at a time later than the drop-off time the Renter will be liable for an extra full day's Rental Payment unless otherwise agreed between the parties. The parties may, by prior arrangement, agree in writing to different pick-up and drop-off locations and times to that contained in the Rental Schedule.
- (b) Prior to pick-up of the RV the Owner will carry out an inspection of the RV and document the condition of the RV in the Condition Report.
- (c) At pick-up of the RV the Owner will provide the Condition Report to the Renter, whereupon the Renter shall inspect the RV and approve, or otherwise, the Condition Report.
- (d) Upon approval of the Condition Report by the Renter both parties will sign the Condition Report, and the Owner will forthwith provide a signed duplicate of the signed Condition Report to the Renter.
- (e) Once signed by both parties the Condition Report will be prima facie evidence of the condition of the RV at the time of pick-up.
- (f) If the parties cannot agree on the Condition Report, or if the Renter does not accept the Condition Report, then the rental of the RV will not proceed and this Agreement, if commenced, will immediately be terminated.

6. Renter's Warranties

The Renter warrants that:

- (a) the RV remains the property of the Owner at all times and that it, subject to this Agreement, has only a right to use the RV and must, at all times, protect the interest of the Owner in the RV.
- (b) it will not grant any encumbrance, or permanently attach the RV to any land or property, or do anything that is inconsistent with, or may detract from the Owner's interest in the RV.
- (c) it will at all times do everything to ensure that the RV is clearly identifiable as the property of the Owner.
- (d) no person will drive the RV unless that person:
 - (i) is over the age of 25 years and under the age of 75 years;
 - (ii) is not under the influence of alcohol or a drug with a blood alcohol content exceeding the amount permitted by law in the jurisdiction in which the RV is operated;
 - (iii) has not been refused motor vehicle insurance;
 - (iv) holds a current and valid motor vehicle driver's licence authorising the person to drive the RV:
 - (1) issued by a transport authority of an Australian State or Territory; or
 - (2) where the Driver's Licence is a foreign licence in a language other than English it must be accompanied by a current International Driving Permit, issued in the same country as the foreign licence was issued, or by an accredited English translation of that foreign licence; and
 - (3) the Owner has the absolute discretion in determining whether a person with a foreign driver's licence will be permitted to drive the RV.
- (e) the Renter and/or any other persons identified in the Rental Schedule are the only persons permitted to use and drive the RV.
- (f) if a person other than the Renter who complies with this clause is to drive the RV, then the Renter must be present at all times while that person is driving the RV.
- (g) the RV will not be driven on any road other than a sealed road, unless specifically allowed to do so in the Rental Schedule.
- (h) it is required to exercise due care when using the RV and is required to use the RV in accordance with the manufacturer's instructions, or other instructions provided by the Owner.
- (i) it will keep the interior and exterior of the RV clean and in good repair and condition.
- (j) it will keep all sinks, lavatories, and all other amenities clean and free from blockages and obstructions.
- (k) it will not dispose of "wet wipes", disposable nappies or other items of personal hygiene in the lavatory.
- (l) it will keep clean the carpets, curtains and all other items included with the RV and contained in the Inventory.
- (m) it will pay for any necessary repairs or replacement of items damaged during the Rental Period.
- (n) it will use the RV only as a holiday home for no more people than the maximum occupancy stated in the Rental Schedule and will not operate a business at the RV or use it for any improper, immoral or illegal purpose.
- (o) it will not assign, sublet, charge, part with or share possession or occupation of all or part of the RV.
- (p) it will not cause nuisance or annoyance to the Owner, other holiday makers or any neighbour.
- (q) it will not make any modifications, alterations, additions or improvements to the RV.
- (r) it will not change or remove any of the Owner's furniture, fixtures and fittings or items on the Inventory.
- (s) it will not change or install any locks on any doors or windows nor have additional keys made for any locks without the prior written consent of the Owner.
- (t) it will not keep or allow pets of any kind in the RV.
- (u) it will notify the Owner as soon as it becomes aware of any defect or damage to the RV, or the fixtures and fittings, or of the failure of any mechanical or electrical appliance.
- (v) whenever the RV is left unattended, the Renter will fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the RV.

7. Personal Properties Securities Act

- (a) Terms used in this clause have the same meaning as in the PPSA, unless defined separately in this Agreement.
- (b) The Renter acknowledges and agrees that the Owner has a security interest for the purposes of the PPSA created under this Agreement (as the accepted and adopted security agreement between the parties) in respect of the RV.
- (c) Unless otherwise stated, a term contained in this Agreement that is defined in the PPSA (but not otherwise defined in this Agreement) has the meaning given to it in the PPSA.
- (d) The Renter acknowledges and agrees that this security interest is registrable in PPSR, and this security interest secures all moneys owing by the Renter to the Owner under this Agreement or otherwise.
- (e) The Renter grants to the Owner where and when applicable, a purchase money security interest (PMSI) to the extent that it secures payment of the amounts owing in relation to the RV in accordance with, and to the extent prescribed by, the PPSA.
- (f) The Renter acknowledges and agrees the security interest is a continuing and subsisting interest in the RV with priority over any registered or unregistered general (or other) security interest and any unsecured creditor in respect of the RV.
- (g) The Renter will do everything reasonably required of it by the Owner to enable the Owner to register its security interest with the priority the Owner requires and to maintain those registrations including signing any documents and/or providing any information which the Owner may reasonably require to register a financing statement or a financing change statement in relation to a security interest or correcting a defect in any such statements.
- (h) The security interests arising under this clause will be perfected by the Owner prior to or when the Renter obtains possession of the RV and the Parties confirm they have not agreed that any security interest arising under this clause attaches at any later time.
- (i) The Owner does not need to give the Renter any notice under the PPSA (including notice of the financing statement or verification statement) unless the notice is required by the PPSA, and that requirement cannot be excluded.
- (j) If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interests created under this Agreement, the Renter agrees that sections 95, 96, 120, 121(4), 123, 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA will not apply to the enforcement of the security interest(s).
- (k) The Renter agrees not to disclose to an 'interested person' (as defined in the PPSA) or any other person, any information of the kind described in section 275(1) of the PPSA including the security agreement between the Owner and the Renter.

- (l) The Renter agrees to keep and maintain the RV free of any charge, lien, or security interest except as created under this Agreement and not otherwise to deal with the RV in a way that will, or may, prejudice the rights of the Owner under this Agreement or the PPSA.
- (m) The Renter irrevocably grants to the Owner the right to enter any premises or property of the Renter without notice, and without being in any way liable to the Renter or any other person, if the Owner has cause to exercise any of its rights under the PPSA, and the Renter agrees to indemnify the Owner against any such liability.
- (n) The Renter must notify the Owner immediately in writing if the Renter changes its name and address for service, contact details or if there are any changes to data required to register a financing statement under the PPSA in respect of this Agreement.

8. Insurance

- (a) The Owner will maintain whatever insurances it wishes against any risk relating to the RV. The Renter acknowledges that the Owner will not insure anything owned by the Renter.
- (b) The Renter will not do, nor allow anyone else to do, anything that could adversely affect the Owner's Insurance of the RV, or settle or compromise a claim without the Owner's written consent, irrespective of which Party makes such a claim.
- (c) If the Renter does anything that prejudices the Owner's Insurance, it will be liable to the Owner for any resulting loss, without limitation.
- (d) The Renter acknowledges that in the case of any Insurance provided by the Owner, the Owner will charge the applicable excess in advance to the Renter prior to the Rental Start Date and that such excess will either be applied to any claims under the relevant insurance policy or refunded to the Renter upon the conclusion of the Rental Period.

9. End of Rental Period

- (a) On the Rental End Date the Renter shall deliver the RV to the drop-off location specified in the Rental Schedule, or if agreed by the Owner make the RV available for collection by the Owner at the Renter's cost.
- (b) If the Renter is more than 2 hours late in delivering the RV to the drop-off location on the Rental End Date, the Rental End Date will be extended by 24 hours and additional rent will be payable by the Renter at the Daily Rate. The operation of this clause repeats if the Renter is more than 2 hours late in delivering the RV to the drop-off location on the new Rental End Date.
- (c) Upon drop-off the Renter will:
 - (i) remove all personal effects and rubbish and leave the RV in the same condition and state of repair as at the Rental Start Date, fair wear and tear excepted.
 - (ii) immediately return all the keys for the RV to the Owner or comply with such arrangements for the return of the keys as specified by the Owner.
- (d) Upon drop-off the Owner will inspect the condition of the RV and compare its condition to that contained in the Condition Report, and if required in the Owners absolute discretion may retain from the Security Bond an amount estimated to restore the RV to its condition at the time of pick-up, up to the full amount of the Security Bond.
- (e) If the Renter does not agree to the proposed retention amount the Owner will, at the Renter's cost, obtain a written quotation for the cost of the restoration from an independent contractor.
- (f) The Owner may then accept the quotation and pay for the restoration work, and upon production by the Owner of the quotation and the subsequent invoices for the restoration work to the Renter, will refund the remainder of the retention amount, if any, to the Renter.
- (g) Upon drop-off if the RV is undamaged but not in a clean state, the Owner may charge the Renter a \$200.00 cleaning fee and the Renter agrees that the Owner may deduct this fee from the Security Bond.
- (h) Nothing in this clause limits in any way any indemnity given by the Renter to the Owner elsewhere in this Agreement.

10. Indemnity

- (a) The Renter hereby indemnifies the Owner, its agents, employees, successors and assigns from and against all losses, costs, expenses or damages (including legal costs on a full indemnity basis) of whatsoever kind or nature arising out of, or relating to:
 - (i) any breach or default of this Agreement by the Renter.
 - (ii) any damage to the RV, irrespective of the cause thereof, which occurs during the Rental Period.
 - (iii) any action, claim, proceeding or demand instituted or made against the Owner by a third party which arises directly or indirectly out of any conduct by the Renter in its use and/or possession of the RV.
 - (iv) any death, personal injury, or damage to property arising out of the use and/or possession by the Renter of the RV.
 - (v) any loss or damage the Renter suffers because the Owner exercised any of its rights following a Default Event.
 - (vi) the Owner's costs and disbursements incurred as a consequence of it exercising its rights following a Default Event.
- (b) The Renter irrevocably releases the Owner and waives all claims which the Renter may have in the future against the Owner, in respect of any action, claim or remedy whatsoever in any way attributable to the use of the RV by the Renter.
- (c) This indemnity is a continuing obligation, separate and independent from the Renter's other obligations under this Agreement, and survives the termination of this Agreement.

11. Exclusion of Liability

The Renter acknowledges and agrees that:

- (a) it has undertaken its own inspections and made its own independent enquiries in reaching its decision to enter into this Agreement.
- (b) warranties, if any, made by the Owner in relation to the RV are confined to those contained in this Agreement and any term that may be implied into this Agreement, including, without limitation, any condition or warranty, is hereby excluded.
- (c) notwithstanding that the Owner may be in breach or in default under this Agreement or otherwise negligent, the Owner shall not be liable in respect of any claim by the Renter (whether contractual, tortious, statutory or otherwise) for any special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of, or in connection with, the provision of the RV.
- (d) the maximum liability (if any) of the Owner for any and all breaches of this Agreement will be capped at the total amounts paid by the Renter to the Owner under this Agreement.
- (e) if a limitation of liability for breach of warranty applies to this Agreement under the Australian Consumer Law, then the liability of the Owner is limited, at the option of the Owner, to:
 - (i) the replacement of the RV or the supply of an equivalent RV; or
 - (ii) the supplying of the services again, or the payment of the cost of having the services supplied again.
- (f) the Owner will not be liable to the Renter for any loss, damage or inconvenience caused by unavailability of the RV at the Rental Start Date, or by the RV not being as described in any advertisement, or by the RV not being suitable for the Renter's purposes. The Owner will not be liable for any loss or inconvenience from change in drop-off location caused by a Force Majeure Event nor for any personal injury or damage to the Renter's property caused thereby.
- (g) The limitation and exclusion of the terms and conditions or warranty, express, or implied, contained herein shall apply to the extent permitted by law and shall not be construed as excluding, qualifying or limiting the Renter's statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by legislation.

12. Payments

- (a) When calculating the number of days in the Rental Period the day of pick-up is counted as the first day and the day of drop-off is counted as the final day.
- (b) There will be no refund for early termination of the Agreement, or if the RV is delivered by the Renter to the Owner before the end of the Rental Period.
- (c) If the RV is delivered by the Renter to any place other than the specified drop-off location, retrieval fees will be charged at the hourly rate specified in the Rental Schedule for the retrieval of the RV.
- (d) The Renter is liable, and authorises the Owner to charge the Renter's credit card or other credit card provided by the Renter, for the following payments:
 - (i) Rental Payment: At the time of completing the booking or at least 14 days prior to the Rental Start Date, whichever is the later.
 - (ii) Security Bond: At the time of completing the booking.
 - (iii) Fines incurred by the Renter or driver of the RV during the Rental Period: Charged to the Renter plus a 10% administration fee upon the Owner becoming aware of the fine.
 - (iv) Any other costs incurred by the Owner pursuant to this agreement: Upon the Owner becoming aware of or incurring the cost.

13. Default and Consequences of Default

- (a) A Default Event occurs under this Agreement if:
- (i) the Renter fails to make any payment due under the terms of this Agreement by the due date thereof.
 - (ii) the Renter fails to remedy a breach of this Agreement within 2 days of receiving a written notice from the Owner outlining the said breach.
 - (iii) the Renter has provided false or misleading information pertaining to this Agreement.
 - (iv) the Renter fails to deliver the RV to the drop-off location on the Rental End Date.
 - (v) the Renter becomes bankrupt or insolvent, is unable to pay its debts when they are due and payable or the Renter has an administrator, official manager, receiver or liquidator appointed over it, or its assets.
- (b) The Owner may, in its absolute discretion, terminate this Agreement upon the occurrence of a Default Event by giving written notice thereof to the Renter.
- (c) Upon receipt of a written notice of termination the Renter must immediately deliver the RV to the Owner and pay all amounts payable by the Renter under this Agreement.
- (d) Upon a Default Event the Owner may, in its absolute discretion, and without giving notice to Renter, retrieve the RV and may enter upon the private property of the Renter, or any other person, for that purpose.
- (e) The Owner will not be liable to the Renter for any loss or damage the Renter suffers because the Owner exercised its rights under this clause.

14. Force Majeure Event

- (a) In the event of a Force Majeure Event occurring:
- (i) at any time prior to the pick-up of the RV; or
 - (ii) during the Rental Period for a minimum of 3 days, preventing the Owner from completing its obligations under this Agreement, the Owner shall be entitled to delay the performance of the Agreement by mutual agreement with the Renter, or in the absence of such mutual agreement terminate the Agreement at its absolute discretion, and the Renter shall not make any claim for loss or damages in respect of such delay or termination.
- (b) In the event of these circumstances arising any refund of Rental Payments to the Renter shall be at the absolute discretion of the Owner.

15. General Provisions

(a) Acknowledgements

The Renter acknowledges and agrees:

- (i) that no representation, warranty, condition or description either express or implied is or has been made or given by the Owner as to the quality, fitness, safety or otherwise of the RV and that all warranties and conditions whether express or implied are excluded except such conditions and warranties as are implied into this Agreement by the Australian Consumer Law.
- (ii) having inspected the RV before signing this Agreement, that it is roadworthy, clean and in good condition and that the Condition Report fully reflects the RV's condition.
- (iii) that bookings are only confirmed after the Owner receives a signed copy of this Agreement.
- (iv) it is not under any compulsion to enter into this Agreement.
- (v) to return the RV to the Owner in the same condition it was at the commencement of this Agreement except for normal wear and tear.
- (vi) that transfers to and from the Owner, or the RV's location, are not included in the Rental Payments and such transfers are the responsibility of the Renter to arrange.
- (vii) that the RV shall remain the property of the Owner and the Renter is not to sell or otherwise part with possession of the RV.
- (viii) that it has taken its own advice as to the taxation, legal, accounting and financial consequences of entering into this Agreement, and has not relied on the Owner, its agent, or any other party in relation to any of these matters.

(b) Compliance with Applicable Laws

The parties shall, at their own expense, comply with all legislation and make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licences, permits and authorisations required under legislation or order required for the parties to perform their obligations under this Agreement.

(c) No Assignment

The Renter may not assign, transfer, encumber or otherwise deal with its rights pursuant to this Agreement either at law or in equity without the prior written consent of the Owner in its absolute discretion.

(d) Time

The parties agree that time shall in all respects be of the essence of this Agreement.

(e) Entire Agreement

The provisions of this Agreement, including any schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior Agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in writing and signed by the parties or by a duly authorised representative of each party.

(f) Waiver or Variation

- (i) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (ii) The exercise of a power or right does not preclude:
 - (1) its future exercise; or
 - (2) the exercise of any other power or right.
- (iii) The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
- (iv) No waiver of a provision will be deemed to be or constitute a waiver of any other provision of this Agreement.

(g) Severability

Any provision of this Agreement which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

(h) Further Assurances

Each party will promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Agreement and any transaction contemplated by it.

(i) Notices

A communication required by this Agreement, by a party to another, must be in writing and may be given to them by being:

- (i) delivered personally; or
- (ii) posted to their address specified in this Agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (iii) sent by Facebook message or sms to them with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (iv) sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

(j) Counterpart

This Agreement may be executed in any number of counterparts each of which will be an original, but counterparts together will constitute one and the same instrument, and the date of this Agreement will be the date on which it is executed by the last party.

(k) Approvals and Consents

Except to the extent stated to the contrary in this Agreement, any consent or approval pursuant to this Agreement shall not be capriciously or unreasonably reached, withheld or delayed by a party.