

**1. Definitions**  
1.1 "River City" means River City Cabinets Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of River City Cabinets Pty Ltd.  
1.2 "Client" means the person/s ordering the Works as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.  
1.3 "Works" means including consultation, manufacturing and/or installation services or Materials supplied by River City to the Client at the Client's request from time to time (where the context so permits the terms "Works" or "Materials" shall be interchangeable for the purposes of this clause).  
1.4 "Price" means the Price payable (plus any GST where applicable) for the Works as agreed between River City and the Client in accordance with clause 5 below.  
1.5 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

**2. Acceptance**  
2.1 The Client is taken to have accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of any Works.  
2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and River City.

**3. Electronic Transactions (Queensland) Act 2001**  
3.1 Electronic signatures shall be deemed to be accepted by either party provided that the signature complies with section 9 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

**4. Change in Control**  
4.1 The Client shall give River City not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including, but not limited to, changes in name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by River City as a result of the Client's failure to comply with this clause.

**5. Price and Payment**  
5.1 At River City's sole discretion the Price shall be either:  
(a) as indicated on invoices provided by River City to the Client in respect of Works and Materials supplied; or  
(b) River City's Price at the date of delivery of the Works according to River City's current price list; or  
(c) River City's quoted Price (subject to clause 5.2) which shall be binding upon River City provided that the Client shall accept River City's quotation in writing within thirty (30) days.  
5.2 River City reserves the right to change the Price:  
(a) if a variation to the Materials which are to be supplied is requested; or  
(b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or  
(c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed or hidden pipes and wiring in walls etc.) which are only discovered on commencement of the Works; or  
(d) in the event of increases to River City in the cost of labour or Materials which are beyond River City's control.  
5.3 Variations will be charged for on the basis of River City's quotation, and will be detailed in writing, and shown as variations on River City's invoice. The Client shall be required to respond to any variation submitted by River City within ten (10) working days. Failure to do so will entitle River City to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.  
5.4 At River City's sole discretion a non-refundable deposit may be required.  
5.5 Time for payment for the Works being in the essence, the Price will be payable by the Client on the date/s determined by River City, which may be:  
(a) on completion of the Works; or  
(b) by way of progress payments in accordance with River City's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed; or  
(c) the date specified on any invoice or other form as being the date of payment; or  
(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by River City.  
5.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Client and River City.  
5.7 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by River City nor to withhold payment of any invoice because part of that invoice is in dispute.  
5.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to River City an amount equal to any GST River City must pay for any supply by River City under this or any other agreement for the sale of Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in relation to the Price except where they are expressly included in the Price.

**6. Provision of the Works**  
6.1 Subject to clause 6.2 River City's responsibility to ensure that the Works start as soon as it is reasonably possible.  
6.2 The Works' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that River City is unable to complete the Works (as notified by the Client written notice) where completion is delayed by an event beyond River City's control, including but not limited to any failure by the Client to:  
(a) make a selection; or  
(b) have the site ready for the Works; or  
(c) notify River City that the site is ready.  
6.3 River City may deliver the Works and separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.  
6.4 Any time specified by River City for delivery of the Works is an estimate only and River City will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Works to be completed at River City's earliest possible time arranged between both parties. In the event that River City is unable to supply the Works as agreed solely due to any action or inaction of the Client, then River City shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.

**7. Risk**  
7.1 If River City retains ownership of the Materials under clause 12 then:  
(a) where River City is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials on or before delivery, liable in the event the Materials are lost, damaged or destroyed to have taken place immediately at the time that either:  
(i) the Client or the Client's nominated carrier takes possession of the Materials at River City's address; or  
(ii) the Materials are loaded onto the Client's nominated carrier or the Client's nominated delivery address (even if the Client is not present at the address).  
(b) where River City is to both supply and install Materials then River City shall maintain the Works in accordance with the policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client.  
7.2 Notwithstanding the provisions of clause 7.1 if the Client specifically requests River City to leave Materials outside River City's premises for the Client to collect the Materials to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense.  
7.3 Granite, marble, engineered stone, and glass are based on natural products, have natural colour and shade tones, markings, and veining that may vary from product to product. River City gives no guarantee (expressed or implied) that colour samples will match the Materials supplied. River City will make every effort to match colour samples to the Materials supplied but will not be liable in any way whatsoever for colour samples differing from the Materials supplied.  
7.4 Marble and Granite being porous Materials, therefore, all Materials supplied by River City are sealed for protection. However, oil and other acidic substances are prone to causing discolouration and

staining. If left on surfaces for some time. The Client agrees to indemnify River City against any damage occurring after delivery and installation.  
7.5 Timber is a hygroscopic material subject to expansion and contraction, therefore River City will accept no responsibility for gaps that may appear during prolonged dry periods.  
7.6 The Client acknowledges that Materials supplied may:  
(a) exhibit variations in colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time; and  
(b) expand, contract or distort as a result of exposure to heat, cold, wetting, and/or  
(c) mark or stain if exposed to certain substances; and  
(d) be damaged or disfigured by impact or scratching.  
In the event that the Client's property experiences any movement which in turns causes cracks to the Materials supplied, the Client accepts and acknowledges that if the Client requests River City to rectify such damage that River City reserves the right shall charge the Client for additional Works in accordance with clause 5.2.  
**Access**  
8.1 River City shall not be liable for any loss or damage caused in accessing the worksite beyond reasonable control of River City (including, ceiling tiles, flooring and wall panelling) which River City may have to break into or disturb in performance of the Works), unless due to the negligence of River City.  
**Underground Locations**  
9.1 Prior to River City commencing any work the Client must advise River City of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sidings, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.  
9.2 Whilst River City will take all care to avoid damage to any underground services, it does not accept liability for damage to any respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.  
**Compliance with Laws**  
10.1 The Client and River City shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works.  
10.2 The Client shall be responsible for obtaining all licenses and approvals that may be required for the Works.  
10.3 The Client agrees that the site will comply with any work health and safety (WHS) laws relating to the worksite and any other relevant safety standards or legislation.  
**Other Tradesmen**  
11.1 It shall be the Client's responsibility to arrange for all other licensed tradesmen as required (including electricians, plumbers, gas fitters) to ensure otherwise agreed between River City and the Client at that time of the quotation.  
11.2 The Client agrees to indemnify River City from any damage caused to River City's Works by any other tradesmen during or after the provision of Works.  
**Title**  
12.1 River City and the Client agree that ownership of the Materials shall not pass until:  
(a) the Client has paid River City all amounts owing to River City; and  
(b) the Client has met all of its other obligations to River City.  
12.2 Receipt by River City of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or received.  
12.3 It is further agreed that until ownership of the Materials passes to the Client in accordance with clause 12.1:  
(a) the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to River City on request.  
(b) the Client holds the benefit of the Client's insurance of the Materials on trust for River City and must pay to River City the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed.  
(c) the production of these terms and conditions by River City shall be sufficient evidence of River City's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with River City to make further enquiries.  
(d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for River City and must pay or deliver the proceeds to River City on demand.  
(e) the Client shall not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of River City and must sell, dispose of or return the resulting product to River City on demand.  
(f) unless the Materials have become fixtures the Client irrevocably authorises River City to enter any premises where River City believes the Materials are kept and recover possession of the Materials.  
(g) River City may recover possession of any Materials in transit whether or not delivery has occurred.  
(h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while the Client owns the Works.  
(i) River City may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.

**Personal Property Securities Act 2009 ("PPSA")**  
13.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given in the PPSA.  
13.2 Upon agreeing to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials and/or collateral (including but not limited to the Client's right to River City for Works – that have previously been supplied and that will be supplied in the future by River City to the Client.  
The Client undertakes to:  
(a) comply with any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which River City may reasonably require to:  
(i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;  
(ii) register any other document required to be registered by the PPSA; or  
(iii) correct a defect in a statement registered in clause 13.3(a)(i) or 13.3(a)(ii);  
(b) indemnify, and upon demand reimburse, River City for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby;  
(c) not register a financing charge statement in respect of a security interest without the prior written consent of River City;  
(d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of River City;  
(e) immediately advise River City of any material change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.  
13.3 River City and the Client agree that sections 6, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.  
13.4 The Client hereby waives its rights to receive notices under sections 95, 118(1)(a), 130, 132(3)(d) and 132(4) of the PPSA.  
13.5 River City and the Client agree that sections 142 and 143 of the PPSA do not apply to the security agreement created by these terms and conditions.  
13.6 The Client shall unconditionally ratify any actions taken by River City under clauses 13.2 to 13.5.  
13.7 In the event that the Client is a grantor under the PPSA, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.  
13.8 The Client shall unconditionally ratify any actions taken by River City under clauses 13.2 to 13.5.  
13.9 Subject to any express provisions to the contrary (including those contained in this clause 13) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.  
**Security and Charge**  
14.1 In consideration of River City agreeing to supply the Materials, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being

charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).  
14.2 The Client indemnifies River City from and against all River City's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising River City's rights under this clause.  
14.3 The Client irrevocably appoints River City and each director of River City as the Client's true and lawful attorney/s to perform all acts necessary to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.  
**Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**  
15.1 The Client must inspect all Materials on delivery (or the Works on completion) and must within forty-eight (48) hours of delivery notify River City in writing of any evident defect/damage, shortage in quantity or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow River City to inspect the Materials or to review the Works provided.  
15.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees to be implied into these terms and conditions (Non-Excluded Guarantees)).  
15.3 River City acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, River City makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Materials/Works. River City's liability in respect of these warranties is limited to that permitted by law.  
15.4 If the Client is a consumer within the meaning of the CCA, River City's liability is limited to the extent permitted by section 64A of Schedule 2.  
15.5 If the Client is required to replace any Materials under this clause or the CCA but is unable to do so, River City may refund any money the Client has paid for the Materials.  
15.6 If River City is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause or the CCA, but is unable to do so, then River City may refund any money the Client has paid for the Works but only to the extent that such refund shall take into account the value of Works and Materials which have been provided to the Client which were not defective.  
15.7 If the Client is not a consumer within the meaning of the CCA, River City's liability for any defect or damage in the Materials is:  
(a) limited to the value of any express warranty or warranty card provided to the Client by River City at River City's sole discretion;  
(b) limited to any warranty to which River City is entitled, if River City did not manufacture the Materials;  
(c) otherwise negated absolutely.  
15.8 Subject to this clause 15, returns will only be accepted provided that:  
(a) the Client has complied with the provisions of clause 15.1; and  
(b) River City has agreed that the Materials are defective; and  
(c) the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant); and  
(d) the Materials do not bear any condition to that in which they were delivered as is possible.  
15.9 Notwithstanding clauses 15.1 to 15.9 but subject to the CCA, River City shall not be liable for any defect or damage which may be caused or partly caused by the Client or a third party:  
(a) the Client failing to properly maintain or store any Materials;  
(b) the Client using the Materials for any purpose other than that for which they were designed;  
(c) the Client continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user;  
(d) interference with the Works by the Client or any third party without River City's prior approval;  
(e) the Client failing to follow any instructions or guidelines (as provided) by River City;  
(f) fair wear and tear, an accident, or act of God.  
15.10 Notwithstanding anything contained in this clause if River City is required by a law to accept a return then River City will only accept a return on the conditions imposed by that law.  
**Intellectual Property**  
16.1 Where River City has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, plans or products shall remain vested in River City, and shall only be used by the Client at River City's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of River City.  
16.2 The Client warrants that all designs, specifications or instructions given to River City will not cause River City to infringe any patent, registered design or trademark in the execution of the Client's order and the Client warrants that no action taken by a third party against River City in respect of any such infringement.  
16.3 The Client agrees that River City may (at no cost) use for the purposes of any design, drawing, plan or products which River City has created for the Client.  
**Default and Consequences of Default**  
17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at River City's sole discretion such interest shall compound monthly at such a rate after as well as before any payment is received).  
17.2 If the Client owes River City any money the Client shall indemnify River City from and against all costs and disbursements incurred by River City in recovering the debt (including but not limited to the costs of administration fees, legal costs on a solicitor and own client basis, River City's contract default fee, and bank disbursement fees).  
17.3 Further to any other rights or remedies River City may have under this contract if a Client is in breach of payment to River City, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by River City under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.  
17.4 Without prejudice to River City's other remedies at law River City shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to River City shall be immediately due and payable.  
17.5 (a) any money payable to River City becomes overdue, or in River City's opinion the Client will be unable to make a payment when it falls due;  
(b) the Client has exceeded any applicable credit limit provided by River City;  
(c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or  
(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.  
**Cancellation**  
18.1 Without prejudice to any other remedies River City may have, if at any time the Client is in breach of any obligation (including those set out in the payment terms) under this contract, River City may suspend or terminate the supply of Works to the Client. River City will not be liable to the Client for any loss or damage the Client suffers because River City has exercised its rights under this clause.  
18.2 The Client shall be entitled to cancel any contract where these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Client. On giving such notice River City shall repay to the Client any sums paid by the Client under the Price, less any amounts owing by the Client to River City for Works already performed. River City shall not be liable for any loss or damage whatsoever arising from such cancellation.  
18.3 In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by River City as a direct result of the cancellation (including, but not limited to, any loss of profits).  
18.4 Cancellation of orders for products made to the Client's specifications, or for products made to stock, will definitely not be accepted once production has commenced, or an order has been placed.  
**Privacy Act 1988**  
19.1 The Client agrees for River City to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit arrangements, credit history) about the Client in relation to credit provided by River City.

The Client agrees that River City may exchange information about the Client with those credit providers and with related body corporates for the following purposes:  
(a) to assess an application by the Client; and/or  
(b) to notify other credit providers of a default by the Client; and/or  
(c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or  
(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.  
19.3 The Client consents to River City being given a consumer credit report to collect information on the consumer credit record.  
19.4 The Client agrees that personal credit information provided may be used and retained by River City for the following purposes (and for other agreed purposes or required by):  
(a) the provision of Works; and  
(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Works; and/or  
(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and  
(d) enabling the collection of amounts outstanding in relation to the Works.  
19.5 River City may give information about the Client to a CRB for the following purposes:  
(a) to obtain a consumer credit report;  
(b) allow the CRB to create or maintain a credit information file about the Client including credit history.  
19.6 The information given to the CRB may include:  
(a) personal information about the Client including, but not limited to:  
(i) name of the credit provider and that River City is a current credit provider to the Client;  
(ii) whether the credit provider is a licensee;  
(iii) type of consumer credit;  
(iv) advice that the amount of the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);  
(v) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and River City has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);  
(vi) information that, in the opinion of River City, the Client has committed a serious credit infringement;  
(vii) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).  
The Client shall have the right to request (by e-mail) from River City:  
(a) a copy of the information about the Client received by River City and the right to request that River City correct any incorrect information; and  
(b) that River City does not disclose any personal information about the Client for the purpose of direct marketing.  
19.8 River City will respond to any information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.  
19.9 The Client can make a privacy complaint by contacting River City via e-mail. River City will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.  
**Dispute Resolution**  
20.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once to resolve the dispute. At such a conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further written notice delivered by hand or sent by registered post to the other party refer such dispute to arbitration. Any arbitration shall be:  
(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators in Australia;  
(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.  
**Building and Construction Industry Payments Act 2004**  
21.1 If River City's sole discretion there are any disputes or claims for unpaid Materials and/or Works then the provisions of the Building and Construction Industry Payments Act 2004 may apply.  
21.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.  
**Service of Notices**  
22.1 Any written notice given under this contract shall be deemed to have been given and received:  
(a) by handing the notice to the other party, in person;  
(b) by leaving it at the address of the other party as stated in this contract;  
(c) by sending it by registered post to the address of the other party as stated in this contract;  
(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;  
(e) if sent by email to the other party's last known email address.  
Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.  
**General**  
23.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.  
23.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which River City has its principal place of business, and are subject to the jurisdiction of the courts in Queensland.  
23.3 Subject to clause 15, River City shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by River City of these terms and conditions (alternatively River City's liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).  
23.4 River City may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of River City.  
23.6 River City may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this contract. The Client agrees that River City is not aware of any subcontractors who have no authority to give any instruction to any of River City's sub-contractors without the authority of River City.  
23.7 The Client agrees that River City may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a request for the Works to be delivered to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.  
23.8 Both parties warrant that they have the power to enter into this agreement and have the necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.