



MINIBOSS BUSINESS SCHOOL – AUSTRALIA SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

1. Definition and Interpretation

1.1 Defined terms

Agreement means the MINIBOSS Application Form, the MINIBOSS Service Agreement Standard Terms and Conditions and the MINIBOSS Privacy Policy.

Acceptance Date means the date when MINIBOSS signs the MINIBOSS Application Form to make the Agreement between MINIBOSS and Client effective.

Additional Fee means a fee charged to the Client by MINIBOSS for additional private classes availed by the Client for the Student in addition to the Service Fee, as set out in the MINIBOSS Application Form.

Blue Card means the Blue Card System which is used by the government of Queensland to monitor and screen people who are working with children and youth.

Catch Up Class means an additional class that a Student must take, as required by MINIBOSS, for missing a regular class day.

Certificate means the certificate identified in the MINIBOSS Application Form and issued to the Student in accordance with and subject to this Agreement.

Claim includes any demand, claim, action, proceeding, loss (including consequential loss), damages, costs, expenses, requisition, objection, alleged right of indemnity incurred or suffered by, or brought or made or recovered against a matter, no matter how arising (whether or not presently ascertained) in the immediate future or contingent (whether criminal or civil, in contract, tort or otherwise).

Client means the parent or legal guardian identified in the MINIBOSS Application Form and a party to the Agreement with MINIBOSS.

Confidential Information means information that is by its nature confidential or is designated by party as confidential or that a party knows or ought to know is confidential but does not include information which prior to the date of this Agreement was lawfully in the public domain or has been published, circulated or announced publicly or otherwise was developed by a party independently of the other party.

Content means the content specified in clause 11.1 of these terms and conditions.

Course means the applicable course or courses that the Student is enrolled under the MINIBOSS Program.

Diploma means the diploma identified in the MINIBOSS Application Form and issued to the Student in accordance with and subject to this Agreement.

Designated Billing Company means the third-party company contracted by MINIBOSS to facilitate debit and credit card payments made by Clients to MINIBOSS.

Franchiser means “European Bureau For Business Development” LP (United Kingdom, Edinburgh).

Intellectual Property (Rights) include any:

- (a) copyright;
- (b) designs, patents, trademarks, semiconductor or circuit layout rights (whether registered, unregistered or applied for);
- (c) concept, idea, information, data, process, formula, discovery, video;
- (d) moral rights;
- (e) trade, business, company or domain names;
- (f) trade or process secrets, know-how; and
- (g) other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields.

Intensive Coverage means the Course shall be taken within one-half (1/2) of an academic year or within one (1) month instead of taking the Course for one (1) academic year.

International Education Network means global consortium that includes “European Bureau For Business Development” LP (United Kingdom, Edinburgh) and other companies and is managed by Franchiser.

Interview means the face-to-face interview conducted by MINIBOSS with Student as set out in clause 4 of these terms and conditions.

Loss means any cost, expense, loss, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained or unascertained, actual, prospective or contingent, or any fine or penalty and includes legal costs.

Mandatory Course Elements means mandatory classes and activities that a Student must complete to the standard required by MINIBOSS to be eligible for the certification in the MINIBOSS Program.

Materials means any document, code, programs or other material forms of expression or any other object, process or thing comprising Intellectual Property Rights which is provided or brought into existence through the provisions of the obligations and duties described in this Agreement.

Media mean all media including digital, electronic, print, television, film, radio, audio, audio-visual works and other media now known or to be invented.

MINIBOSS means the MINIBOSS Business School branch in Australia (ABN: 80 528 790 616).

MINIBOSS Program means the specialised 8-course entrepreneurial development program that is implemented in the form of step-by-step training (8 consecutive courses) covering 18 business and social study subjects, and the main practical experience of creating startups by children and adolescents according to the methodology of the International Education Network as identified in the MINIBOSS Application Form.

Moral Rights means a right of attribution of authorship of a work, a right not to have authorship falsely attributed and a right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).

Notice means a written notice, consent, approval, direction, order or other communication.

Notice Address means in respect of a party:

- (a) the address, email address or facsimile number specified in the Application Form; or
- (b) where the party gives Notice to all other parties of another address or number, the last address, email address or facsimile number so notified.

One-Off Service means the one-time service which may be made available to any customers not enrolled in the MINIBOSS Program.

Option means the relevant option as set out in the MINIBOSS Application Form.

Optional Course Elements means the optional activities set out in clause 5.4 of these terms and conditions.

Out-of-Class Room Events means events in the discretion of MINIBOSS hosted outside of the Premises.

Premises means the space hired by MINIBOSS for the purpose of conducting MINIBOSS' Services.

Services means the services set out in clause 3.1 of these terms and conditions.

Service Fee means the fees set out in clause 9 of these terms and conditions.

Specified Acts means in relation to the Content any of the following:

- (a) using, reproducing, adapting, or exploiting all or any part of the Content;
- (b) the use of Content for advertising, merchandising or promotional purposes of any kind;
- (c) attributing authorship of the Content to MINIBOSS or failing to acknowledge or attribute author's authorship of the Content;
- (d) not attributing authorship of the author when communicating, exhibiting or performing the work to the public or in public, and when reproducing, copying, publishing and adapting the work;
- (e) materially altering the Content in any way, or making any modification, variation or amendment of any nature whatsoever to the Content.

Student means the child or adolescent enrolled under the MINIBOSS Program.

Student Kit means the kit identified in the MINIBOSS Application Form.

1.2 General Interpretation

In interpreting this document, unless the context provides otherwise:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a party means a party to this document and includes the party's executors, administrators, successors, and permitted assigns;
- (d) a reference to a person includes a firm, individual, corporation, association, government body or other corporate body;
- (e) an obligation or liability assumed by two or more persons binds them jointly and severally and a right conferred on two or more persons benefits them jointly and severally;
- (f) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;
- (g) a reference to a law or statute includes regulations under it, re-enactments and replacements; and
- (h) headings and table of contents are for ease of reference only and do not affect interpretation.

2. Term

The Agreement will take effect from the Acceptance Date and will remain in force until the Agreement is terminated in accordance with clause 15 of these terms and conditions.

3. Engagement

3.1 The Client appoints MINIBOSS to provide the following Services:

- (a) to conduct the necessary lessons and activities in accordance with the Student's Courses and the MINIBOSS option selected under the MINIBOSS Program;
- (b) to provide qualified and skilled teachers or tutors who will carry out the duties set out in clause 3.1 (a); and
- (c) to provide all the necessary teaching materials and tools necessary for the conduct of the MINIBOSS Program and the Student's Courses.

3.2 The relationship between the Client and MINIBOSS is an independent contracting relationship. Nothing in this Agreement creates an employment or partner relationship between the Client and MINIBOSS.

3.3 MINIBOSS is authorised to subcontract any part of the Services at any time.

4. Interview

4.1 The Client acknowledges that MINIBOSS must conduct the Interview with the Student as a condition of acceptance into the MINIBOSS Program for the purpose of assigning the Student to a group with regard to the Student's age and cognitive abilities.

4.2 The Client agrees that acceptance into the MINIBOSS Program is effective on the Acceptance Date and is subject to the Student successfully passing the Interview.

5. MINIBOSS Program

5.1 Age Requirement

- (a) Students who are children must be aged six (6) to fourteen (14) years old.
- (b) Students who are adolescents must be aged fifteen (15) to eighteen (18) years old.

5.2 MINIBOSS Courses

(a) The MINIBOSS Program includes the following Courses:

- Course 1 – MINIBOSS (Economics foundation)
- Course 2 – Successor
- Course 3 – Creator
- Course 4 – Merchant
- Course 5 – Entrepreneur
- Course 6 – Inventor
- Course 7 – Orator
- Course 8 – Professional

(b) Each Course under clause 5.2(a) shall be undertaken over the course of one (1) academic year unless the Client opts for an Intensive Coverage.

- (c) MINIBOSS shall provide the Client a detailed list of the educational components of the selected MINIBOSS Option in a separate document.

5.3 Mandatory Course Elements of the MINIBOSS Program

- (a) The Mandatory Course Elements of the MINIBOSS Program include:
 - (i) Business Theory – 76 academic hours per year;
 - (ii) Team Building or Business Games – 12 academic hours per year;
 - (iii) Business Incubator or practice – 42 academic hours per year;
 - A. Master classes,
 - B. Business design and project management,
 - C. Personal and team mentoring, and
 - D. Professional consulting,
 - (iv) Startup Forum (MINIBOSS Startup Forum) – 8 academic hours per year
 - (v) Team Online Mentoring from a tutor or teacher (team preparation of Annual reports, presentation, preparation of promo for presentation) – at least 12 academic hours per year;
 - (vi) National Startup Championship – 8 academic hours per year;
 - (vii) Champion Camp to further study subjects such as professional communication preparing for the World Cup Championship – 20 academic hours;
 - (viii) World Cup Championship – 20-40+ academic hours (varies whether online or in-person); and
 - (ix) International Business Camp No. 1 (MINIBOSS and BIGBOSS International Business Camp at the World Cup Championship) – at least 30 academic hours (in-person only).
- (b) The Client and the Student shall comply with any or all of the Mandatory Elements of the MINIBOSS Program enumerated in clause 5.1 (a) as required by MINIBOSS.
- (c) The Client must pay the additional cost of the registration fees for the accompanying persons attending the following events stated in clause 5.3 (a):
 - (i) National Startup Championship,
 - (ii) World Cup Championship,

as well as all the Optional Course Elements stated below in clause 5.4.

5.4 Optional Course Elements

The recommended Optional Course Elements for the MINIBOSS Program consist of:

- (a) business festivals during school holidays;
- (b) business tours;
- (c) family team building sessions; and
- (d) international business camps – up to 200 academic hours, from 7 to 12 days.

6. Premises

MINIBOSS shall be responsible for securing the Premises for the purpose of conducting the Services and such Premises shall be made available to the Student for the purpose of attending the MINIBOSS Program.

MINIBOSS will also deliver the program online, and thus will provide a secure online environment.

7. Attendance

- 7.1 The Client shall commit the Student to attend all the classes designated by MINIBOSS for the relevant Option including days and times.
- 7.2 If the Student is unable to attend a class, the Client shall in advance notify MINIBOSS in writing of such circumstances.
- 7.3 Every attendance of and/or participation in all Classes and any other applicable requirements will be tracked and recorded against each Student to ensure that the Student complies with the minimum standards including number of hours in order for grant of the appropriate qualifications, Certificates or Diplomas set out in this Agreement.

8. Certifications and Diploma

8.1 Certificate

- (a) The Client acknowledges that a Student's eligibility for grant of a Certificate is subject to:
 - (i) satisfactory completion of all Mandatory Elements for the applicable Program or Courses; and
 - (ii) all fees are paid in full including the Service Fees and any other fees designated under these terms and conditions.
- (b) Certificates shall also be given to the Student for the Student's participation in MINIBOSS sanctioned events (e.g. Startup Forum).

8.2 Diploma

- (a) The Client acknowledges that a Diploma shall only be issued to the Student after the Student has completed the MINIBOSS Program to the standard required by MINIBOSS and paid the Services Fees and any other fees designated by MINIBOSS under these terms and conditions.
- (b) The Student shall also be entitled to a participation and/or winning diploma ('**Event Diploma**') for participating and/or winning a MINIBOSS sanctioned event/s (e.g. National Championship and World Championship).

9. Service Fee

- 9.1 The Client shall pay in full the monthly Service Fee for the corresponding MINIBOSS Option selected in the MINIBOSS Application Form and pay must be as per the terms stated on the invoice.
- 9.2 The Client agrees that the payment for the Service Fee must be made as either:
 - (a) a monthly basis according to the due date for payment set out in the MINIBOSS Application Form.
 - (b) a one-off payment covering all 9 months of the program.
- 9.3 If any classes are missed by the Student, MINIBOSS shall make available to Student the Catch Up Class but this will not reduce the Service Fee which is payable to MINIBOSS notwithstanding the Student has a valid reason for not attending a class. If the Student missed a class, the Student shall be required to attend an alternative class, or take a Catch Up Class for the Additional Fee set out in the MINIBOSS Application Form.

- 9.4 For Out-of-Classroom Events, the Client undertakes to pay any additional expenses, including but not limited to, transportation, meals, entry tickets for accompanying the Student persons (if applicable), as may be required by MINIBOSS.
- 9.5 The Client agrees that MINIBOSS' Designated Billing Company in the MINIBOSS Application Form shall administer the processing of all debit/credit card payments payable to MINIBOSS in accordance with Designated Billing Company's terms and conditions for credit card and direct debit services.
- 9.6 MINIBOSS reserves the right to change the Service Fee at any time with reasonable Notice to the Client.

10. One-Off Service

MINIBOSS reserves the right to offer, at its sole discretion, some or all of the Out-of-Class Room Events (such as Festivals and Business Camps) as a One-Off Service to any customers who are not signed up to the MINIBOSS Program.

11. Photography

- 11.1 The Client agrees that the Client or Student may appear in Media including photographs, film, audio or other recording, still or moving, taken of Client or the Student ('**Content**') by MINIBOSS and other people through participating in the MINIBOSS Program. By taking part in the MINIBOSS Program, the Client agrees to appear itself or allow the Student to appear in the Content free of charge and will have no further claim for additional consideration or royalty payment for the Content.
- 11.2 The Client consents to all or any acts or omissions by or on behalf of MINIBOSS which infringe or may infringe any of Client's or Student's Moral Rights in relation to any Content. The Client's consent under this clause is irrevocable and extends to any person authorised by MINIBOSS or MINIBOSS' successors in title to the Intellectual Property in the Content.
- 11.3 The Client agrees that the Content may be combined with other images, text, graphics, film, audio, audio-visual works, and may be cropped, altered or modified.

12. Rights and Obligations of the Client

12.1 The Client must:

- (a) observe the terms of this Agreement for the duration of the Term;
- (b) permit Student to participate in the activities and events designated under the MINIBOSS Program as may be required by MINIBOSS;
- (c) inform MINIBOSS in advance of the reasons for a Student's absence from class, with appropriate documentary evidence; and
- (d) interact with MINIBOSS in all areas of Student's learning.

12.2 The Client has the right to:

- (a) require MINIBOSS to perform the duties and responsibilities assigned to MINIBOSS under the Agreement;
- (b) have the Student:

- (i) receive the selected education and training services set out in the MINIBOSS Program;
- (ii) obtain the applicable Certificate or Diploma; and
- (iii) entitled to a Catch Up Class in circumstances where the Student misses a class in clause 9.3

subject to the terms and conditions of the Agreement.

13. Rights and Obligations of MINIBOSS

13.1 MINIBOSS must:

- (a) conduct the educational and training activities of the Student in accordance with the Student's age and individual requirements in accordance with the selected courses and programs in the MINIBOSS Program;
- (b) provide training services with an individual approach to the Student within the selected MINIBOSS Program;
- (c) ensure that all tutors or teachers of the MINIBOSS Program hold a valid Blue Card or an equivalent specific for each state;
- (d) retain a Student's place in the Program, subject to payment of any fees due under this Agreement, in case of the Student's temporary absence from class due to illness or any other valid reasons (in these circumstances, Services fees and other fees due under the Agreement remain payable);
- (e) train the Student through the appointment of appropriately experienced and qualified teaching staff;
- (f) use modern pedagogical technologies and additional special programs;
- (g) ensure the optimum size of groups and assigning Students in the appropriate age groups;
- (h) inform the Client regularly or at Client's request in regard to the Student's performance and behaviour during the educational process;
- (i) immediately report to the Client any accident, or incident that involve the Student and record such incident according to MINIBOSS' "Incident Management Procedure"; and
- (j) issue Certificates and Diplomas subject to the terms and conditions set out this Agreement.

13.2 MINIBOSS has the right to:

- (a) refuse to provide the Client the Services under the MINIBOSS Program based on the results of the Interview with the Client and the Student as set out in clause 4 of this Agreement;
- (b) obtain full and prompt payment of the Service Fee on the due date for payment and any other additional fees, as applicable, in accordance with the terms of this Agreement;
- (c) appoint substitute teachers and to adjust the learning process for the MINIBOSS Program and also to select topics for Classes independently;

- (d) terminate the Agreement unilaterally upon the occurrence of the circumstances stipulated under clause 15 of this Agreement;
- (e) exclude a sick Student from entering the Premises or attending any Class or events; and
- (f) provide additional or require Catch Up Classes in accordance with clause 9.3 of these terms and conditions.

14. Limitation of Liability, Australian Consumer Law and Indemnity

14.1 Extent of MINIBOSS' Liability

- (a) To the fullest extent permissible by law, MINIBOSS is not liable for any Claims, Losses or indirect, punitive, incidental, special, consequential damages including without limitation any loss of profits, revenue, business or goodwill arising out of or in any way connected with the provision of or failure to provide any Services whether based on the terms of this Agreement, negligence, strict liability or otherwise.
- (b) This Agreement is to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, MINIBOSS limits its liability as follows, at MINIBOSS' option:
 - (i) for any claims relating to this Agreement to the fees payable under this Agreement for the preceding three (3) months; or
 - (ii) in the case of products including any digital products (a) the replacement of the products or the supply of equivalent products; (b) the repair of the products; (c) the payment of the cost of replacing the products or of acquiring equivalent products or (d) the payment of having the products repaired; or
 - (iii) in the case of services including any digital services, the supply of the services again or the payment of the cost of having the services supplied again.

14.2 Australian Consumer Law

- (a) Guarantees

MINIBOSS Services come with guarantees that cannot be excluded under the Australian Consumer Law. MINIBOSS will process refunds in accordance with the Australian Consumer Law for major failures ('Major Failures') and minor failures ('Minor Failures').

- (a) Major Failures

A Major Failure occurs where the Client would not have availed of the Services if the Client had known about the defect, the Services are significantly different to what was described, the Services are substantially unfit for their usual purpose or a purpose made known to the Client or the Services are unsafe. For major failures or major problems with the Services as defined under the Australian Consumer Law, the Client is entitled to a replacement or refund and compensation for reasonably foreseeable loss or damage.

- (b) Minor Failures

If the Services fail to be of acceptable quality, and the failure does not amount to a Major Failure ('Minor Failure'), MINIBOSS is entitled to an opportunity to fix the minor problem as long as this is within a reasonable period of time. If MINIBOSS cannot fix the Minor Failure, the Client is entitled to cancel the contract with MINIBOSS and obtain a refund for the proportion of the Services not already consumed at the time of the cancellation.

14.3 Indemnity

The Client agrees to indemnify MINIBOSS, its officers, employees and agents from and against any Loss or liability incurred by MINIBOSS or loss of or damage to property of MINIBOSS or any loss or expenses incurred by MINIBOSS in dealing with any Claim against it including legal costs and expenses on a solicitor/own client basis for:

- (a) any act or omission by the Client or the Student in connection with this Agreement, where there was fault (including, without limitation, any negligent or otherwise tortious act or omission) on the part of the person whose conduct gave rise to that liability, Claim, Loss, damage or expense;
- (b) any breach by the Client of its obligations or warranties under this Agreement;
- (c) any injury or death of any person caused or contributed to by the Client or Student;
- (d) any loss or damage to any property caused or contributed by the Client or Student; and
- (e) any claim by any third party against MINIBOSS as a result of any act or omission of the Client or Student.

15. Cooling-Off Period and Termination of Agreement

15.1 Cooling-off Period

- (a) If the Client changes its mind within one (1) month from the Acceptance Date ('**Cooling-Off Period**') and at least 2 business days prior to the payment due date for the second month, the Client must give written Notice to MINIBOSS during the Cooling-Off Period that the Client wishes to withdraw from and terminate this Agreement subject to the conditions set forth below.
- (b) In the event that the Client withdraws from this Agreement during the Cooling-Off Period, the Client:
 - (i) shall not be entitled to any refund of the Service Fee for the first month; and
 - (ii) shall reimburse MINIBOSS for the cost of the Student Kit, if the Student Kit was included in the selected course Option.

15.2 Grounds for Termination of Agreement

- (a) MINIBOSS shall terminate the Agreement immediately by Notice in writing to the Client if:
 - (i) the Client fails to pay any part of the fees payable under this Agreement by the due dates as directed by MINIBOSS; or
 - (ii) the Client breaches any other provision of this Agreement and such breach is not remedied within twenty-four (24) hours (or such longer period as determined in the sole

discretion of MINIBOSS) of receiving verbal or written Notice from MINIBOSS requiring the Client to remedy the breach.

- (b) The Client may terminate the Agreement by notifying MINIBOSS in writing at least four (4) months prior to the intended date of termination, unless such termination be done during the Cooling-Off Period under clause 15.1.

16. Privacy Notice

For our Privacy Policy please refer to MINIBOSS Privacy Policy.

17. Intellectual Property

- 17.1 The Client acknowledges that the benefit, right, title and interest in all Intellectual Property Rights in the Materials or as otherwise created by or arising out of the Services performed by MINIBOSS shall remain with MINIBOSS, unless otherwise agreed in writing by MINIBOSS and the Client.
- 17.2 The Client must not or permit anyone else to:
 - (a) copy, store, adapt, modify, distribute, sell, or resell MINIBOSS' Intellectual Property or permit anyone else to do the same; or
 - (b) reproduce all or any portion of MINIBOSS' Materials or otherwise create derivative works of the MINIBOSS Materials or permit anyone else to do the same.
- 17.3 The Client indemnifies or agrees to keep indemnified MINIBOSS against all liability, Losses or expenses incurred by MINIBOSS in relation to or in any way directly or indirectly connected with any breach of MINIBOSS' Intellectual Property Rights.
- 17.4 This clause survives the termination or expiry of this Agreement for whatever reason.

18. Dispute Resolution

- 18.1 All disputes, differences or questions arising between MINIBOSS and the Client in relation to:
 - (a) the meaning of any clause in this Service Agreement;
 - (b) anything contained in this Service Agreement;
 - (c) the rights or liabilities of the Client; and
 - (d) any other matter relating to MINIBOSS,will be referred for a decision by an arbitrator to be agreed by the parties.
- 18.2 If the parties are unable to agree on an arbitrator within fourteen (14) days of the dispute arising, then an arbitrator may be appointed by the state branch of the relevant professional body for that type of practitioner.
- 18.3 The decision of an arbitrator appointed under this Service Agreement is binding on both parties.

19. Confidentiality

- 19.1 During the course of this Agreement each party may disclose Confidential Information to the other party in connection with the delivery and use of the Services. Each party must:

- (a) keep confidential the Confidential Information disclosed by the other party, and not disclose or share the information with any other person or allow it to be disclosed or shared, except to effect the delivery and supply of the Services;
- (b) only use Confidential Information for the purpose of this Agreement and must not use the Confidential Information for any other purpose;
- (c) not copy any document that contains Confidential Information or otherwise record or reproduce the Confidential Information in any material form except as is strictly necessary for the purpose of this Agreement or otherwise with the other party's consent;
- (d) take reasonable measures and use care to preserve and protect the secrecy of, to avoid unauthorised use or disclosure of, the Confidential Information of the other party; and
- (e) immediately advise the other party in writing of any disclosure, misappropriation or misuse by any person of the Confidential Information as soon as it comes to its attention

19.2 The contents of this Agreement and all information obtained by either of the parties from and/or about the other party as a result of the negotiation, execution or implementation of this Agreement shall be confidential information, and must not be disclosed to any third party (other than independent accountants, auditors or attorneys, who are under a duty of confidentiality and who have a need to know such information) without the prior written consent from the other party, unless such information is generally known or publicly accessible at the time of disclosure. Notwithstanding the above, disclosure shall be permitted to the extent required by court order or demanded by a government entity, or as required by any securities exchange on which either party is listed, and the disclosing party shall notify the other party in advance of its intention to disclose all or a portion of the confidential information.

19.3 The terms of this clause shall be binding on the parties and shall survive the expiration or earlier termination of this Agreement.

19.4 The parties agree not to make any press release, public statement announcing or relating to this Agreement without obtaining the prior written consent of the other party.

20. Force Majeure

20.1 Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to an Event of Force Majeure.

20.2 If a delay or failure of a party to inform its obligations is caused or anticipated due to an Event of Force Majeure, the performance of that party's obligations will be suspended.

20.3 If a delay or failure by a party to perform its obligations due to an Event of Force Majeure exceeds 60 days, either party may immediately terminate the Agreement upon providing Notice in writing to the other party.

20.4 Nothing in this clause excuses payment of any money due.

21. General Provisions

21.1 Notices

Any Notice or other communication in connection with this Agreement must be in writing addressed to the Notice Address and the Notice or other communication will be deemed to be received:

- (a) in the case of a posted letter on the third day after posting;
- (b) in the case of delivery by generally recognized overnight courier, on the second day after dispatch with that courier;
- (c) in the case of personal delivery on the date of delivery; and
- (d) in the case of email or facsimile transmission at the time recorded on the transmission report from the machine from which the email or facsimile was sent;

21.1 **Costs**

Each part shall pay and bear its own costs of any incidental to the preparation, negotiation and execution of this Agreement.

21.2 **Variation**

Variations in this Agreement must be made in writing by agreement between the parties.

21.3 **Waiver**

The non-exercise of or delay in exercising a right of a party shall not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by Notice, signed by the party (or its authorised representative) to be bound by the waiver.

21.4 **Further assurances**

Each party to this Agreement shall do all things and sign, execute and deliver all documents as may be legally necessary or reasonable required of it by Notice from other party to carry out and give effect to the terms and intentions of this Agreement and to perfect, protect and preserve the rights of the other parties of this Agreement.

21.5 **Joint and Several**

If a party consists of more than one person:

- (a) an obligation of those parties is a joint obligation of all of them and a several obligations of each of them;
- (b) a right given to those parties is a right given jointly and severally to each of them, if exercised by one of them, is deemed to be exercised jointly; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

21.6 **Counterparts**

This Agreement may be signed or executed in a number of counterparts, with the same effects as if the signatures to or execution of each counterpart were on the same instrument.

21.7 **Warranty of Authority**

Each person signing this Agreement:

- (a) As attorney, by so doing, warrants to the other parties that, as at the date of signing, the signatory has not received Notice or information of the revocation of the power of attorney appointing that person; and
- (b) As an Authorised Representative, agent or trustee of a party, warrants to the other parties that, as at the date of signing, the signatory has full authority to execute this Agreement on behalf of that party.

21.8 Severability

This Agreement shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction be held to be illegal, invalid or unenforceable:

- (a) That provision shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
- (b) If the provision or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

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Service Agreement Standard Terms and Conditions last updated 4 January 2021.