



2015

# Terms and Conditions



MiIT Limited  
Unit D, 2B William Pickering Drive  
Albany, North Shore, 0632

# 1. Definitions

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1.1 "MIIT" means MIIT Limited, its successors and assigns or any person acting on behalf of and with the authority of MIIT Limited.

1.2 "Client" means the person/s requesting MIIT to provide the Services as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.

1.3 "Services" means all Goods (which includes any data, graphics, software, etc.) and/or Services (including any advice or recommendations, installation of Goods, product support, etc.) provided by MIIT to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

1.4 "Price" shall mean the cost of the Services as agreed between MIIT and the Client subject to clause 4 of this contract.

1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information and pricing details.

## 2. Acceptance

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2.1 The Client is taken to have exclusively accepted and both parties are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, and MIIT accepts such order (in writing), and MIIT supplies, and the Client accepts, the Services supplied by MIIT in accordance with the Client's order.

2.2 These terms and conditions may only be amended with MIIT's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and MIIT.

2.3 None of MIIT's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of MIIT in writing nor is MIIT bound by any such unauthorised statements.

2.4 Once accepted by the Client, MIIT's written quotation shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, MIIT shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.

2.5 Any advice, recommendations, information, assistance or service provided by MIIT in relation to Services supplied is given in good faith, is based on information provided to MIIT, and MIIT's own knowledge, and experience. Whilst it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Services, human error is possible under these circumstances, and MIIT shall make all effort to offer the best solution to the Client.

2.6 The Client authorises MIIT to make required diagnostic, repairs, upgrades or replacements as specified herein, and agree to pay all charges in relation thereto. Where further Services are authorised, the Client agrees to pay the hourly rate, charges and/or other costs specified in the invoice.

2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.

## 3. Change in Control

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3.1 The Client shall give MIIT 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 the Client's name, address, contact phone or fax number/s, or business practice).

The Client shall be liable for any loss incurred by MIIT as a result of the Client's failure to comply with this clause.

## 4. Price and Payment

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4.1 At MIIT's sole discretion the Price shall be either:

- (a) as indicated on any invoice provided by MIIT to the Client; or
- (b) MIIT's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

4.2 MIIT reserves the right to vary the Price:

- (a) if a variation to the plan of scheduled Services, or Client specifications is requested (including, but not limited to, additional work required due to hidden or unidentifiable difficulties not evident prior to commencement of the Services, any request to investigate and/or repair any faults or defects outside MIIT's normal business hours);
- (b) as a result of increases beyond MIIT's reasonable control in the cost of materials or labour (e.g. third-party network operator costs, etc), or due to currency exchange rates.

4.3 At MIIT's sole discretion, a deposit may be required prior to provision of the Services.

4.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by MIIT, which may be:

- (a) on provision of the Services;
- (b) by way of instalments/progress payments in accordance with MIIT's payment schedule;
- (c) due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
- (d) the date specified on any invoice or other form as being the date for payment; or
- (e) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by MIIT.

4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two percent (2%) of the Price), or by any other method as agreed to between the Client and MIIT.

4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to MIIT an amount equal to any GST MIIT must pay for any provision of Services by MIIT under this or any other agreement. 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 addition to the Price except where they are expressly included in the Price.

## 5. Provision of Services

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5.1 Any time specified by MIIT for provision of the Services is an estimate only and MIIT will make best efforts to ensure that the Client receives continual and uninterrupted Services during the term of this agreement; however MIIT will not be liable for any loss or damage incurred by the Client as a result of provision being late. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that MIIT is unable to provide the Services as agreed solely due to any action or inaction of the Client then MIIT shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date.

5.2 The Services are supplied on the basis of specifications, information and instructions provided by the Client to MIIT (whether written or verbal). The Client acknowledges that it is their responsibility to ensure that such are detailed sufficiently to satisfy MIIT's requirements of interpretation and understanding, as once accepted by the Client, MIIT's quotation shall be deemed to interpret correctly those specifications, information and instructions. Therefore, MIIT shall not accept any liability for the provision of Services contrary to the Client's intention, or errors or omissions in the Services, due to insuffi-

cient or inadequate provision of detailed specifications, information and instructions by the Client or oversight or misinterpretation thereof, and MIIT may charge the Client additional costs incurred thereby in remedying the Services, and if reasonably practical, will notify the Client of such costs before they are incurred and the Client agrees to them.

5.3 The Client acknowledges that items presented for repair may be replaced by refurbished Goods of the same type rather than being repaired.

5.4 Services may be requested outside of the hours of 9:00am to 5:00pm Monday through Friday, and including all public holidays by prior arrangement, but may be subject to additional charges.

5.5 Where the performance of any contract with the Client requires MIIT to obtain products and/or services from a third party, the contract between MIIT and the Client shall incorporate, and shall be subject to, the conditions of supply of such products and/or services to MIIT, and the Client shall be liable for the cost in full including MIIT's margin of such products and/or services.

5.6 MIIT may, as part of the Services, install backup software, configure backups and manage the running of backups. A suitable backup drive may be required, but is not provided, as part of the Services. The actual size of the drive depends on the amount of data on the covered equipment. MIIT will provide (on request of the Client) a quote for a suitable backup device. The Client may also provide or purchase multiple backup drives for the purpose of an offsite copy and MIIT will setup the offsite copy at no extra cost only during the initial installation.

5.7 The Services rendered under this agreement do not include, unless otherwise specified in writing by MIIT:

- (a) the cost of any parts, equipment, or shipping charges of any kind;
- (b) the cost of any software, licensing, of software renewal or upgrade fees of any kind not specifically provided for in this agreement;
- (c) the cost of restoration of data from backup system;
- (d) the cost of any third party vendor or manufacturer support or incidental fees of any kind;
- (e) failure due to any event under clause 22.7, building modifications, power failures or other adverse environmental conditions or factors;
- (f) maintenance of applications software packages, whether acquired from MIIT or any other source;
- (g) programming (modification of software code) and program (software) maintenance;
- (h) training services of any kind;
- (i) internet service charges.

## 6. Delivery of Goods

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6.1 Delivery of the Goods is taken to occur at the time that MIIT (or MIIT's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.

6.2 At MIIT's sole discretion, the cost of delivery is included in the Price.

6.3 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then MIIT shall be entitled to charge a reasonable fee for redelivery and/or storage.

6.4 MIIT may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

## 7. Title

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7.1 MIIT and the Client agree that the Client's obligations to MIIT for the provision of Services shall not cease (and ownership of any Goods shall not pass) until:

- (a) the Client has paid MIIT all amounts owing to MIIT for the Services; and

(b) the Client has met all other obligations due by the Client to MIIT in respect of all contracts between MIIT and the Client.

7.2 Receipt by MIIT 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 recognised, and until then MIIT's ownership or rights in respect of the Services, and this agreement, shall continue.

7.3 It is further agreed that:

(a) until ownership of the Goods passes to the Client in accordance with clause 7.1 that the Client is only a bailee of the Goods and must return the Goods to MIIT on request.

(b) the Client holds the benefit of the Client's insurance of the Goods on trust for MIIT and must pay to MIIT the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for MIIT and must pay or deliver the proceeds to MIIT on demand.

(d) the Client should not convert or process the Goods 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 MIIT and must sell, dispose of or return the resulting product to MIIT as it so directs.

(e) the Client irrevocably authorises MIIT to enter any premises where MIIT believes the Goods are kept and recover possession of the Goods.

(f) MIIT may recover possession of any Goods in transit whether or not delivery has occurred.

(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of MIIT.

(h) MIIT may commence proceedings to recover the Price notwithstanding that ownership of the Goods has not passed to the Client.

## 8. Client's Disclaimer

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8.1 The Client hereby disclaims any right to rescind, or cancel any contract with MIIT or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by MIIT and the Client acknowledges that the Services are acquired relying solely upon the Client's skill and judgment.

## 9. Defects, Errors and Omissions

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9.1 The Client shall inspect the Services on completion (Goods on delivery) and shall within seven (7) days of such time (being of the essence) notify MIIT of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford MIIT an opportunity to review the Services (inspect the Goods) within a reasonable time following such notification if the Client believes they are defective in any way. If the Client shall fail to comply with these provisions the Services shall be presumed to be free from any defect or damage. For defective Services, which MIIT has agreed in writing that the Client is entitled to reject, MIIT's liability is limited to either (at MIIT's discretion) re-providing or rectifying the Services (replacing or repairing the Goods).

9.2 Goods will not be accepted for return other than in accordance with 9.1 above.

## 10. Warranty

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10.1 For Goods not manufactured by MIIT, the warranty shall be the current warranty provided by the manufacturer of the Goods. MIIT shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

## 11. Consumer Guarantees Act 1993

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11.1 If the Client is acquiring Services for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the provision of Services by MIIT to the Client.

## 12. Risk and Limitation of Liability

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12.1 MIIT, its directors, agents or employees will not be liable in any way for any form of loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the Client or any person related to or dealing with the Client out of, in connection with or reasonably incidental to the provision of the Services by MIIT to the Client.

12.2 The Client acknowledges and agrees that MIIT shall not be held responsible or liable for:

- (a) anything related to any Services provided by MIIT;
- (b) any breaching any Acts, legislation or regulations, unless due to the negligence of MIIT;
- (c) any loss, corruption, or deletion of files or data (including, but not limited to software programmes) resulting from illegal hacking or Services provided by MIIT. Whilst MIIT will endeavour to restore the files or data (at the Client's cost), it is the sole responsibility of the Client to back-up any data. The Client accepts full responsibility for the Client's software and data and MIIT is not required to advise or remind the Client of appropriate backup procedures (unless included in the Services);
- (d) any unlicensed software, data loss or problems arising caused by the user or software.

12.3 The Client acknowledges that any advice or recommendations by MIIT are provided on the basis of MIIT's industry knowledge and experience only and shall not be deemed as specialist advice.

12.4 The Services are provided on an "as is, as available" basis. MIIT specifically disclaims any other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.

12.5 All third-party software is provided at the Client's own risk and is not in any way warranted by MIIT nor shall MIIT be in any way responsible for the implementation or effects of any "patches", "updates", or "fixes" offered by the manufacturer of the software.

12.6 Risk of damage to or loss of the Goods passes to the Client on delivery and the Client must insure the Goods on or before delivery.

12.7 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, MIIT is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by MIIT is sufficient evidence of MIIT's rights to receive the insurance proceeds without the need for any person dealing with MIIT to make further enquiries.

12.8 If the Client requests MIIT to leave Goods outside MIIT's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

## 13. Intellectual Property

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13.1 The Client agrees to use any third-party software supplied by MIIT, and identified as such, strictly in compliance with the terms of the licence under which it is supplied. The Client further agrees that they shall not:

- (a) use in any way, or rely on the software for any purpose other than what it was designed or is suitable for;
- (b) combine the software with any other software;
- (c) copy, reproduce, translate, adapt, vary, merge, modify, or create any derivative work based on the software;
- (d) reverse engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the software, or assist another party to do the same;

(e) sell, market, network, transfer, lease, licence, sub-licence, rent, lend, or otherwise distribute, the software in any way whatsoever;

(f) use the software to commit a crime (including, but not limited to, sending spam) and the Client agrees to indemnify MIIT against any action taken by a third party against MIIT in respect of any such infringement.

13.2 If during the course of providing the Services, MIIT develops, discovers, or puts into operation a new concept, product or process which is capable of being patented, then such concept, product or process shall be and remain the property of MIIT and the Client shall not use or supply the same in any way whatsoever without first obtaining the written consent of MIIT.

13.3 The Client warrants that all designs or instructions to MIIT will not cause MIIT to infringe any patent, registered design or trademark in the execution of the Client's order. Furthermore, the Client agrees to indemnify, defend, and hold MIIT harmless from all loss incurred or suffered by MIIT arising from any claims (including third party claims) or demands against them where such loss was caused by any infringement or alleged infringement of any person's Intellectual Property right by the Client during the use of the Services.

## 14. Default and Consequences of Default

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4.1 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 MIIT's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

14.2 If the Client owes MIIT any money the Client shall indemnify MIIT from and against all costs and disbursements incurred by MIIT in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, MIIT's collection agency costs, and bank dishonour fees).

14.3 Without prejudice to any other remedies MIIT may have, if at any time the Client is in breach of any obligation (including those relating to payment, whether or not the payment is due to MIIT) MIIT may suspend or terminate the provision of Services to the Client, (this includes but is not restricted to, cancelling any provision of the Services or retaining/withholding details, passwords, and other information pertaining to the Client and the Services) and any of its other obligations under the terms and conditions. MIIT will not be liable to the Client for any loss or damage the Client suffers because MIIT has exercised its rights under this clause.

14.4 Without prejudice to MIIT's other remedies at law MIIT shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to MIIT shall, whether or not due for payment, become immediately payable if:

(a) any money payable to MIIT becomes overdue, or in MIIT's opinion the Client will be unable to make a payment when it falls due;

(b) the Client becomes insolvent, 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

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## 15. Confidentiality

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15.1 Subject to clause 15.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.

15.2 Both parties agree to:

(a) use the Confidential Information of the other party only to the extent required for the purpose it was provided;

(b) not copy or reproduce any of the Confidential Information of the other party in any way;

(c) only disclose the other party's Confidential Information to:

(i) employees and contractors who need access to the information and who have agreed to keep it confidential;

(ii) its legal advisers and insurance providers if those persons undertake to keep such information confidential; and

(d) not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any stock exchange or any Regulator.

15.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.

15.4 Confidential Information excludes information:

(a) generally available in the public domain (without unauthorised disclosure under this agreement);

(b) received from a third party entitled to disclose it;

(c) that is independently developed.

15.5 The Client agrees to protect all authorisation details, including but not limited to usernames and passwords and agrees that those details shall not be written or stored in any manner which could result in their unauthorised disclosure.

15.6 In the event that MIIT requests the Client to change any password or identifier as part of its Services, the Client acknowledges that MIIT recommends that the Client not use commonly known details such as birthdays and or names.

15.7 The obligations of this clause 15 shall survive termination or cancellation of this agreement.

## 16. MIIT's Employees

16.1 The Client agrees not to employ, contract, subcontract or utilise in any way an employee or past employee of MIIT (other than through MIIT) for a period of no less than twelve (12) months after that employee's last employment with MIIT.

16.2 The Client agrees that if clause 16.1 is contravened MIIT will be able to invoice the Client at its current hourly rate the hours that the employee has been employed, contracted, subcontracted or utilised in any way by the Client and agrees to pay said invoice in accordance with the standard payment terms contained in this contract.

## 17. Cancellation

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17.1 MIIT may cancel any contract to which these terms and conditions apply or cancel provision of the Services at any time before the Services have commenced by giving written notice to the Client. On giving such notice MIIT shall repay to the Client any money paid by the Client for the Services. MIIT shall not be liable for any loss or damage whatsoever arising from such cancellation.

17.2 In the event that the Client cancels provision of the Services, the Client shall be liable for any and all loss incurred (whether direct or indirect) by MIIT as a direct result of the cancellation (including, but not limited to, any loss of profits).

## 18. Personal Property Securities Act 1999 ("PPSA")

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18.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:

(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and

(b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Client to MIIT for Services – previously supplied (if any) and that will be supplied in the future by MIIT to the Client.



18.2 The Client undertakes to:

- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which MIIT may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, MIIT for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby;
- (c) not register a financing change statement or a change demand without the prior written consent of MIIT; and
- (d) immediately advise MIIT of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

18.3 MIIT and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

18.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

18.5 Unless otherwise agreed to in writing by MIIT, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.

18.6 The Client shall unconditionally ratify any actions taken by MIIT under clauses 18.1 to 18.5.

## 19. Security and Charge

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19.1 In consideration of MIIT agreeing to provide Services, 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).

19.2 The Client indemnifies MIIT from and against all MIIT's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising MIIT's rights under this clause.

19.3 The Client irrevocably appoints MIIT and each director of MIIT as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 19 including, but not limited to, signing any document on the Client's behalf.

## 20. Privacy Act 1993

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20.1 The Client authorises MIIT or MIIT's agent to:

- (a) access, collect, retain and use any information about the Client;
  - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
  - (ii) for the purpose of marketing products and services to the Client.
- (b) disclose information about the Client, whether collected by MIIT from the Client directly or obtained by MIIT from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

20.2 Where the Client is an individual the authorities under clause 20.1 are authorities or consents for the purposes of the Privacy Act 1993.

20.3 The Client shall have the right to request MIIT for a copy of the information about the Client retained by MIIT and the right to request MIIT to correct any incorrect information about the Client held by MIIT.

## 21. Unpaid Seller's Rights

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21.1 Where the Client has left any item with MIIT for repair, modification, exchange or for MIIT to perform any other service in relation to the item and MIIT has not received or been tendered the whole of any moneys owing to it by the Client, MIIT shall have, until all moneys owing to MIIT are paid:

(a) a lien on the item; and

(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.

21.2 The lien of MIIT shall continue despite the commencement of proceedings, or judgment for any moneys owing to MIIT having been obtained against the Client.

## 22. General

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22.1 The failure by MIIT to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect MIIT'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.

22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

22.3 MIIT shall be under no liability whatsoever to the Client for any indirect, special and/or consequential loss and/or expense (including loss of profit, revenue, business, contracts or anticipated savings) suffered by the Client, or any loss or expense resulting from a claim by any third party, arising out of a breach by MIIT of these terms and conditions (alternatively MIIT's liability shall be limited to damages which under no circumstances shall exceed the Price).

22.4 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 MIIT nor to withhold payment of any invoice because part of that invoice is in dispute.

22.5 MIIT may license or sub-contract all or any part of its rights and obligations without the Client's consent.

22.6 The Client agrees that MIIT may amend these terms and conditions at any time. If MIIT makes a change to these terms and conditions, then that change will take effect from the date on which MIIT notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for MIIT to provide Services to the Client.

22.7 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.

22.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

