



GT Business Solutions

Terms & Conditions

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1 General Terms & Conditions

1.1 Definitions and Meaning of Words

If an example is used to show the meaning of a word, the meaning of that word is not limited to that example.

A reference to a singular includes the plural and visa versa.

GT Business or GT Business Business Solutions

GT Business Solutions or GT Business or other name as registered by ASIC, ACN 120 288 404

GT Business Developed Content

Information, software, or know-how identified as originating from or created by GT Business, regardless of how the content was funded. This includes all custom scripting, custom software, and documentation.

Confidential Information

Information, materials or know-how exchanged and identified as being proprietary, privileged, and/or confidential or which, by the nature of the particular disclosure, ought in good faith to be treated as proprietary, privileged, and/or confidential.

Consultant

A person employed or contracted by us to provide professional services to GT Business customers.

Client, Customer, You, Your.

You, a customer of GT Business.

Dispute Panel

A panel comprising members from both GT Business and your organisation. Unless there is a conflict of interest in that the dispute is concerning one of the following positions, the Panel will include:

- i) If there is a Steering Committee, the Steering Committee members.
- ii) If a Project Sponsor has been named, the Project Sponsor.
- iii) If Project Managers are involved in the project, the most Senior Member of the Project Managers Team.
- iv) At least one Director or Senior Manager from the Customer who has the authority to commit and make decisions on behalf of the Customer.
- v) At least one Director or Senior Manager from GT Business who has the authority to commit and make decisions on behalf of the GT Business.

Documents

All documents accompanying the Software and Hardware which are supplied by GT Business whether in electronic or hard copy form, including manuals associated with such Software or Hardware.

Intellectual Property

Includes any copyright, computer code or script (compiled or not, and in any computer language or program), trade or service mark, design, patent, model, domain name, computer software and data, databases, intangible rights, trade name, business name, company name, trade secrets, ideas, concepts, methods, algorithms, know-how or technique written, used, or documented by GT Business.

It also includes any right to registration, application for registration, renewals, extensions, continuations, divisions and reissues associated with the rights above.

OEM Developed Content

Information, software, or know-how identified as originating from the original equipment manufacturer or an author other than GT Business, regardless of how the content was funded or sourced. This includes all custom scripting, custom software, and documentation.

Our

Belonging to GT Business.

Parties

GT Business and your organisation.

Pirate Software

The unauthorised copying, distribution, or use of software. Typically, in buying the software you become a licensed user rather than an owner and normally you are allowed to make copies of the program for backup purposes only.

SSA

An acronym for Service Support Agreement.

Service Support Agreement

An agreement between GT Business and The Customer defining a specific scope of products and/or services to be carried out in accordance with the terms set out in the SSA. All other products and/or services will be carried out under GT Business's General Terms and Conditions.

User

Includes a person that, under the authority of GT Business or The Customer, is authorised to use products, business solutions, or IT systems supplied or support by GT Business.

We and Us

GT Business Solutions or GT Business

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- 1.2.1 The singular includes the plural and vice versa, and a gender includes other genders;
- 1.2.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 1.2.3 a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- 1.2.4 a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- 1.2.5 a reference to A\$, \$A, dollar or \$ is to Australian currency;
- 1.2.6 a reference to time is to New South Wales time, unless otherwise specified;
- 1.2.7 a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- 1.2.8 a reference to a person includes a natural person, partnership, body corporate, association, governmental or agency or other entity;
- 1.2.9 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.10 a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act 2001 (Cth);

- 1.2.11 the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- 1.2.12 any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.13 any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.14 a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- 1.2.15 If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.
- 1.2.16 Headings are for ease of reference only and do not affect interpretation.

1.3 Engagement

- 1.3.1 The purpose of this document is to set out the standard terms of engagement on the basis of which GT Business accepts instructions from, undertakes work, or provides services to you. These terms will govern the professional relationship in the absence of any supplementary or overriding contractual arrangements. If you have any questions or concerns about these terms and conditions, you should clarify them with GT Business before proceeding to instruct us. This is important because any instructions that we receive from you are only accepted contractually on the basis that you have read, understood, and accepted our general terms of engagement.
- 1.3.2 Unless otherwise agreed, these General Terms and Conditions will also constitute our agreement with you.
- 1.3.3 If anything in our Terms and Conditions or other Agreements are inconsistent or do not comply with the law, it will be excluded, varied, or read down to be consistent and comply with the law.

1.4 Acceptance of Terms

- 1.4.1 You may accept our Terms and Conditions in writing or orally. If you instruct us to undertake work for you, it will be on the basis that our Terms and Conditions have been accepted by you.

1.5 Conduct of the matter and responsibility

- 1.5.1 If you have a complaint, you should immediately notify us and any complaint will be discussed with you and with the person involved. We will endeavour to resolve the complaint fairly and sympathetically.

1.6 Fees

- 1.6.1 Our professional fees are calculated on a fixed fee, event cost, time cost basis, or a combination of these. The method applicable to a particular matter will normally be set out in a document prior commencing work for the matter, however if no method is specified our professional fees will be calculated on a time cost basis at a rate consistent with the consultant or consultants doing the work.
- 1.6.2 If our professional fees are to be calculated on a time cost basis they will be calculated as follows;

- 1.6.2.1 the hourly rates for work will be those set out in the Schedule of Rates
- 1.6.2.2 our time will be charged in units of 15 minutes, rounded up if the time spent is not a multiple of 15 minutes (for example, if 21 minutes is spent it will be rounded up to 30 minutes or 2 units); and
- 1.6.2.3 No charge will be made for secretarial or administration staff except in circumstances where, due to the requirements of the work, the staff are required to work outside normal office hours or are performing the work typically expected of a consultant.

1.7 Disbursements

- 1.7.1 In addition to our fees our invoices will include disbursements paid to third parties as necessary by us to do the work. Such expenses will be charged to you at cost.
- 1.7.2 Disbursements may also include photocopying, telephone calls, couriers, facsimiles, travel expenses and desktop publishing services.
- 1.7.3 Most disbursements are charged at their cost to us but in the case of some internal disbursements such as photocopying, faxes and STD and IDD telephone calls, the rate at which they are charged includes a service charge. If you require details of our current disbursement rates, please contact us.
- 1.7.4 You agree to pay or reimburse the following disbursements invoiced in each matter:
 - 1.7.4.1 those incurred with your prior authority; and
 - 1.7.4.2 those incurred without your prior authority where:
 - a) the amount of the disbursement is not significant having regard to the nature of the matter; or
 - b) it was not reasonably practicable for us to seek your authority and we considered it desirable to incur the disbursement for the proper conduct of the matter.
- 1.7.5 We may ask you for payment in advance on account of disbursements or on account of our professional fees.

1.8 GST and Other Taxes

- 1.8.1 Unless otherwise specified, all prices quoted or provided will be exclusive of taxes, duties, or other levies as may be applicable by local and government authorities. Such taxes, duties, or other levies as applicable will be added and charged to you.
- 1.8.2 Our invoices will be "Tax Invoices" for the purposes of any applicable law relating to Goods and Services Tax and the amount for payment will include any such tax which is payable.
- 1.8.3 If you or GT Business wish to register this or any agreement, that party shall be liable for the due lodgement for assessment of and the payment of any stamp duty which is payable.

1.9 Billing and Payment Terms

- 1.9.1 Unless otherwise specified, payment of our invoices shall be made as follows:
 - 1.9.1.1 For products including software licenses, payment is to be received by us within 14 days of invoice date.
 - 1.9.1.2 For all other services, including professional services and related disbursements, payment is to be received by us within 30 days of invoice date.

- 1.9.2 We invoice you periodically, typically every 7 to 10 days, during the course of doing work for you.
- 1.9.3 All invoices, specifically including invoices for professional services and disbursements, are payable based regardless of the scope of work or project being completed.
- 1.9.4 If you require a breakdown of the professional fees, or have queries regarding the invoice you can request additional information within 30 days of the invoice date.
- 1.9.5 If our invoice is not paid in full by the due date, we may charge you interest on the unpaid amount at the rate using the rates charged by the Australian Tax Office as a guideline.

1.10 Confidentiality

- 1.10.1 Unless otherwise required by law, you and GT Business each expressly undertake to retain in confidence and to require our respective employees and contractors to retain in confidence all Confidential Information
- 1.10.2 You and GT Business each also agree that we will make no use of Confidential Information except as consistent with the terms and purpose of our engagement or with the specific prior written consent of the other party.
- 1.10.3 You or GT Business may disclose Confidential Information on a “need to know” basis to its respective legal counsel, accountants, and financial advisors.
- 1.10.4 If you or GT Business encounters evidence of a violation of state or federal law, it may be legally required to report the evidence to law enforcement or other appropriate entities.
- 1.10.5 If GT Business is required by you to sign a Non Disclosure Agreement (NDA), GT Business reserves the right to review and/or submit the document to their legal counsel and/or insurance broker for further review. A fee will be charged to cover the review phase. Refer the Schedule of Rates document for the applicable fee.

1.11 Software Piracy

- 1.11.1 GT Business does not support, condone, or assist the proliferation or use of pirate software.
- 1.11.2 If we find you are using pirate software you will be notified and are to immediately take appropriate steps to remove or correctly license the software.
- 1.11.3 If you fail to satisfy us that appropriate steps have been taken to comply with all the license requirements of installed software, we shall report you to the software vendor, owner of the software copyright, or owner of the software intellectual property as appropriate.
- 1.11.4 We will not install, or reinstall Pirate Software.

1.12 Ending our agreement

- 1.12.1 You may end our agreement at any time by giving us 30 days written notice.
- 1.12.2 We may end our agreement if:
 - 1.12.2.1 you fail to pay our bills;
 - 1.12.2.2 you fail to provide us with adequate instructions within a reasonable time;
 - 1.12.2.3 you give instructions that are deliberately false or intentionally misleading;
 - 1.12.2.4 you fail to accept or act on advice that we give you;

- 1.12.2.5 you fail to provide us with information or access to your systems as required for us to provide our services;
- 1.12.2.6 you engage another consulting firm to act for you on the work without our consent;
- 1.12.2.7 there is any other good reason.
- 1.12.2.8 We will notify you of any breach under clause 1.12.2 and you will have 14 days to respond and convince us otherwise.
- 1.12.3 If we decide to end our agreement purely for reason of convenience, we will give you written notice of our intention to do so.
 - 1.12.3.1 You will have 30 days to respond and to convince us otherwise.
 - 1.12.3.2 Failing to convince us otherwise, disengagement period will not be less than 90 days from the date of providing written notice in 1.12.3.
- 1.12.4 If you or we end our agreement, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date that the agreement comes to an end. For fixed fee or lump sum work, you must pay that part of our lump sum fee that we reasonably estimate has been incurred in respect of services provided to you up to the date that the agreement comes to an end, plus charges, expenses and disbursements.

1.13 Retention of Files and Information

- 1.13.1 We may destroy files, documents or data provided to us after a period of 3 months from the date we provide you our final invoice, providing such files, documents or data is a copy provided solely for the purpose of executing our services.
- 1.13.2 We reserve the right to keep your files, documents, or data if there is any money owing to us for fees or disbursements, even if this agreement has been terminated by us, regardless of the reason for termination.
- 1.13.3 Subject to clause 1.13.2 we will return to you any original file, document, or data that we know you do not have a copy of and for which you can not easily replicate or get another copy.
- 1.13.4 Subject to clause 1.13.2 we shall not unreasonably deny a request for the return or destruction of any of your files, documents, or data we have in our possession.

1.14 Disputes

- 1.14.1 If you have a problem with our costs, or product and/or services provided, you should first contact the Account Manager who you understand to have responsibility or, if you prefer, another manager.
- 1.14.2 It is understood a party must not commence any proceedings in any court without the Dispute Panel first addressing the issue within the specified timeframe stated in 1.14.6.
- 1.14.3 We will attempt to answer your questions and resolve any dispute amicably. In any case, both you and GT Business will make reasonable effort to resolve any dispute that may arise with respect to the conclusion, interpretation, or execution of this agreement, or with any product or service provided by us, either legal or factual, without juridical intervention.
- 1.14.4 A dispute is present if either of the parties alleges so in writing.
- 1.14.5 If any dispute occurs between parties in connection with this Agreement, either party may, by notice in writing to the other party detailing the dispute, refer the dispute to a panel constituted under this clause called the "Dispute Panel".

- 1.14.6 The Dispute Panel must meet within 7 days (or other period if agreed by parties) to discuss the dispute, accompanied by appropriate technical experts if required, and endeavour to resolve the dispute, within 14 days (or other period agreed by parties).
- 1.14.7 Nothing in this clause prevents a party from commencing proceedings in any court where the proceedings are required to obtain urgent interlocutory relief.
- 1.14.8 Prior to the resolution of a dispute, the parties must continue to perform their obligations under this Agreement with exception to those obligations that are the subject matter of the dispute.
- 1.14.9 Unless otherwise agreed, the payment for products or services that are the subject matter of the dispute referred to a Dispute Panel may be withheld providing that;
- i) Undisputed invoices, or undisputed components of any invoice in dispute, are paid by the due date, and
 - ii) no undue or unreasonable delay is made to avoid resolution of the dispute, and
 - iii) payment of the disputed component(s) are made within 15 days of the dispute resolution.
- 1.14.10 If the Dispute Panel cannot resolve a dispute the parties shall:
- 1.14.10.1 be referred to arbitration of a single arbitrator to be agreed upon by the parties, or failing their agreement, upon a single arbitrator to be nominated by Institute of Arbitrators & Mediators Australia, or
 - 1.14.10.2 take no further action to resolve the dispute.
- 1.14.11 If the Arbitration is not successful or satisfactory either party may choose to commence legal proceedings.

1.15 Choice of Law and Assignment

- 1.15.1 This agreement is governed by the law of New South Wales. Each party submits to the exclusive jurisdiction of the courts of New South Wales.
- 1.15.2 If the work has a substantial connection with the law of any other State, Territory, or Country you may wish to have the matter dealt with by the law of that State, Territory, or Country. If you do so, we are to be notified in writing and if we agree, we will then disclose our costs in accordance with those requirements.

1.16 Transfer of Rights

- 1.16.1 This Agreement or any right therein, can be transferred to another party only if both you and us agree so in writing.

1.17 IP and Copyright of OEM Developed Content.

- 1.17.1 For the purposes of this agreement, unless otherwise explicitly allowed by the licence agreement from the original manufacturer or author, and unless explicitly disallowed by the licence agreement from the original manufacturer or author, the following restrictions will apply.
- 1.17.1.1 You may only make so many copies of the Software as are reasonably necessary for operational security and use.
 - 1.17.1.2 We recognise that parties other than your employees may require access to the Software during your normal business operations. In this event you will take all reasonable care to protect the licensing and intellectual property rights of the Hardware or Software supplied under this Agreement.

- 1.17.1.3 You will ensure that the Software is used only as agreed herein and will not supply or make available the Software or any part or element thereof to any unauthorised organisation or person, in any form.
- 1.17.1.4 You shall be solely responsible for the supervision and control of the use of the computer systems according to the terms and conditions of this Agreement and any licences supplied with the Hardware or Software.
- 1.17.1.5 Except only to the extent to which rights are expressly granted to you by this agreement, no intellectual rights, copyright or patent rights in the Software supplied pursuant to this agreement pass to you.

1.18 IP and Copyright of GT Business Developed Content.

- 1.18.1 For the purposes of this Agreement, Intellectual Property and Copyright includes all current and future registered and unregistered rights, in Australia and throughout the world.
- 1.18.2 All Intellectual Property rights and all other right, title and interest in and to the software, services and any associated documentation, software or information provided by us at all times remains with and is owned by us.
- 1.18.3 All Intellectual Property Rights and all other right, title and interest subsisting now or in the future in any modification to the Software or Services whether undertaken by us, you, or on your behalf by a third party, and whether or not paid for by you, shall upon its creation be owned by us. You assign to us all right, title and interest and all Intellectual Property Rights in any modification to and associated methodologies of the Software and Services.
- 1.18.4 No copying, redistribution, displaying, performing, reproducing, licensing, transferring or publication of the Software, any of the Services, or associated content is permitted without the express permission of GT Business, unless the copy is to retain a backup in the event the original is lost.
- 1.18.5 Any copy of software, services, or associated content is subject to the provisions of this Agreement, and all titles, trademarks, copyright notices and other legends shall be reproduced on such copy.
- 1.18.6 All Intellectual Property Rights in the Software and the Services, including structure, organization, source code, and documentation contain valuable trade secrets of GT Business and accordingly you agree not to (and agree not to allow third parties to)
 - 1.18.6.1 sub-license, lease, rent, loan, transfer, or distribute the Software and/or Service or any derivative thereof to any third party,
 - 1.18.6.2 modify, adapt, translate, or prepare derivative works of or from the Software or Service,
 - 1.18.6.3 decompile, reverse engineer, disassemble or otherwise attempt to derive source code of or from the Software or Services
 - 1.18.6.4 extract portions of the Software's files for use in other applications, or
 - 1.18.6.5 remove, obscure, or alter any titles, trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software or Services.

1.19 Common Courtesy and Treatment of Staff

- 1.19.1 We and you shall treat staff and contractors with respect and courtesy, and shall endeavour to communicate in a polite, calm, and constructive way. Verbal harassment, vilification, abuse or discrimination against anyone by either us or you is unacceptable.

- 1.19.2 You shall not directly, or indirectly, offer employment or engage the services of any current or past GT Business consultant or employee without first advising an Executive Officer or a Director of GT Business of your intentions, unless
 - 1.19.2.1 the services to be provided are to be charged to you by us, or
 - 1.19.2.2 the consultant or employee has been out of our employment for more than two years.
- 1.19.3 Unless otherwise agreed with an Executive Officer or a Director of GT Business, and regardless of the amount of work offered, you will pay to us a fee of 22.5% of the greater of;
 - 1.19.3.1 The annualised gross earnings, including superannuation and bonuses, of the consultant or employee at the time they were last employed by us, or
 - 1.19.3.2 the anticipated annualised gross earnings, including superannuation and bonuses, of the consultant or employee during their first twelve month of being employed or engaged by you.

1.20 Warranty

- 1.20.1 We hereby warrants that all reasonable skill, care and diligence shall be taken in its performance of the services and shall in all professional matters act as a faithful advisor to you.
- 1.20.2 We have the requisite skill, expertise and experience to perform the Services and the Services will be performed to ordinary industry standards.
- 1.20.3 We are not subject to an Insolvency Event and Insolvency Event is not threatened or anticipated.
- 1.20.4 Where we believes a GT Business consultant has provided services that require rework through no fault of yours, any such rework shall be performed by us at no charge to you.
 - 1.20.4.1 If, in our opinion, the rework in 1.20.4 would be better done by a different consultant, then any time to bring the new consultant to speed shall not be charged to you.
- 1.20.5 If you reasonably believe a consultant is not suitable for all or any of the services to be performed for you, you may request us to provide a different consultant and we shall endeavour to provide a replacement subject to availability and suitability of other consultants.
 - 1.20.5.1 If you provide reasonable evidence to satisfy us that the consultant in question under 1.20.5 did not have the requisite skill, expertise and experience as offered, then any time to bring the new consultant to speed with the services to be performed shall not be charged to you.
- 1.20.6 Where, all other considerations being equal, we have to replace one consultant with another for the same task, and through no fault of yours, then then any time to bring the new consultant to speed shall not be charged to you.
 - 1.20.6.1 Clause 1.20.6 does not apply when an issue or service is escalated or transferred to another consultant due to technical, seniority, or standard process reasons. This may occur when transferring from the Sales Consultant to the Lead Consultant, when a Support Consultant exhausts their knowledge and escalates an issue needing resolution to a more experienced or senior consultant.

- 1.20.6.2 Clause 1.20.6 does not apply when another consultant is engaged to undertake a part of the service or to support the existing consultant due to the nature of the service being supplied. This may occur when a different consultant is engaged to undertake part of a project due to the nature, complexity, or skills required, or when more resources are required to achieve a quicker result, or if the combined effort of the consultants will give a better service or result.

1.21 Liability

- 1.21.1 To the extent permitted by law, any products or services provided by us are not subject to any condition or warranty unless such warranty is provided in writing and then only limited to the products or services expressly included in the scope of that warranty.
- 1.21.2 We will not be responsible for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the products and services provided.
- 1.21.3 You shall be solely responsible for and hold us fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by us as a result of any breach or default by you.

1.22 Insurance

- 1.22.1 We, at our own cost, carries the following insurance policies: Public and Product Liability Insurance, Insurance of Employees, Professional Indemnity Insurance.

1.23 Subcontracts

- 1.23.1 You may request further information regarding a sub-contractor and the particulars of the services to be sub-contracted.
- 1.23.2 We:
- 1.23.2.1 Are not discharged from any obligation or liability arising under this contract by entering into any sub-contract;
- 1.23.2.2 remain responsible for ensuring the suitability, and for the performance or lack thereof, of any sub-contractors and officers, employees, agents and subcontractors of subcontractors; and
- 1.23.2.3 are liable to you for the acts, defaults and negligence of each subcontractor and any officer, employee, agent and subcontractor of each subcontractor in the course of carrying out the services.

1.24 Force Majeure

- 1.24.1 We will not be under any liability to The Client for non-provision, part provision, ineffective provision or delay in provision of any of the services provided by us, directly or indirectly caused by or as a result of any act of God, outbreak of hostilities, insurrection, riot, civil disturbance, acts of terrorism, or regulations of any government or authority or any other cause beyond the reasonable control of GT Business.

End of Document