

Terms & Conditions

1. Definitions

Unless the context requires otherwise, in these Terms & Conditions: "Dynamic Enterprise Services Pty Ltd/our/us" means Dynamic Enterprise Services Pty Ltd ACN 647 856 915, its successors and assigns or any person acting on behalf of and with the authority of Dynamic Enterprise Services Pty Ltd.

- 1.1 "Business Day" means a day, other than a Saturday, Sunday or public holiday in Chinchilla.
- 1.2 "Delivery" means the point in time that the Services are performed.
- 1.3 "Documentation" means and documentation to be provided by Dynamic Enterprise Services Pty Ltd as part of the Services.
- 1.4 "Engage" means to employ, contract, sub-contract, engage or seek to engage the services of DYNAMIC ENTERPRISE SERVICES PTY LTD's employees, either directly or through any interposed body corporate, trust, partnership or other entity.
- 1.5 "Exclusions" means the exclusions set out in the Proposal which Dynamic Enterprise Services Pty Ltd is not providing to the Client.
- 1.6 "Fee" means the amount payable (excluding GST) by the Client for the Services set out in the Proposal and if applicable, includes any fee agreed in writing between the Client and DYNAMIC ENTERPRISE SERVICES PTY LTD pursuant to clause 4.3 for a Variation and any increase pursuant to clause 4.4.
- 1.7 "GST" means goods and services tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 and includes other GST related legislation.
- 1.8 "Payment Terms" means the Payment Terms set out in the Proposal.
- 1.9 "PPSA" means the Personal Property Securities Act 2009 (Cth).
- 1.10 "Proposal" means the Proposal provided by Dynamic Enterprise Services Pty Ltd to the Client setting out the scope of Services, Exclusions, Fees, the personnel and equipment proposed to be utilized for the Services, and the amount or method of calculation of the Fee and reimbursable expenses for the Services.
- 1.11 "Services" means the scope of work set out in the Proposal provided by DYNAMIC ENTERPRISE SERVICES PTY LTD to the Client.
- 1.12 "Site" means the site set out in the Proposal.
- 1.13 "Terms and Conditions" means these Terms and Conditions and the Proposal.
- 1.14 "The Client/you" means the person/s requesting Dynamic Enterprise Services Pty Ltd to provide the Services.
- 1.15 "Variation" means any change to the Services and includes:
 - a) a change in the character or quality of all or any part of the Services;
 - b) a change in the levels, lines, positions or dimensions of the Services; or
 - c) an addition, increase, decrease, omission or deletion to or from the Services;
 - d) the execution of additional work.

2. Acceptance

- 2.1 The Client accepts the Terms and Conditions if the Client:
 - a) accepts our Proposal in writing or verbally; or
 - b) gives us instructions or directions to commence the Services;
 - c) gives us instructions or directions to commence work a Variation.
- 2.2 The Terms and Conditions can only be varied by written agreement between Dynamic Enterprise Services Pty Ltd and the Client.
- 2.3 No terms or conditions of the Client are binding on Dynamic Enterprise Services Pty Ltd unless expressly agreed to in writing and signed by Dynamic Enterprise Services Pty Ltd.
- 2.4 The Client cannot accept the Terms and Conditions in part, nor can it amend them without the prior written consent of Dynamic Enterprise Services Pty Ltd.
- 2.5 In providing the Services, Dynamic Enterprise Services Pty Ltd will exercise the level of care, diligence and skill exercised by a professional environmental consultant providing the same services as the Services.

- 2.6 Dynamic Enterprise Services Pty Ltd provides the Services only, and does not warrant or purport to give any other service of a specialist nature on which the Client could rely.
- 2.7 The Client acknowledges and agrees:
 - a) Dynamic Enterprise Services Pty Ltd is relying upon all information, data, documents and representations provided to it by the Client;
 - b) the data, interpretations, and recommendations of DYNAMIC ENTERPRISE SERVICES PTY LTD are based solely on the information available to it and provided to it by the Client or third parties;
 - c) if the Client fails to provide Dynamic Enterprise Services Pty Ltd with any information, documents or instructions requested by Dynamic Enterprise Services Pty Ltd, Dynamic Enterprise Services Pty Ltd may suspend work relating to the Services.

3. Change in Control

- 3.1 The Client must give DYNAMIC ENTERPRISE SERVICES PTY LTD at least 14 days prior written notice of any proposed change of ownership of the Client (including where there is a change in the shareholding so that a different person or persons will control the board of directors or more than 50% of the voting shares (except in the case of a publicly listed company)).

4. Fee and Payment

- 4.1 The Fee is payable in accordance with the Payment Terms, without deduction or setoff.
- 4.2 DYNAMIC ENTERPRISE SERVICES PTY LTD reserves the right to increase the Fee:
 - a) if a Variation is requested by the Client and approved by DYNAMIC ENTERPRISE SERVICES PTY LTD; or
 - b) if the Client or the Client's agent requests additional copies of DYNAMIC ENTERPRISE SERVICES PTY LTD's report(s) or drawing(s) in excess of the amount specified in the Proposal and Services; or
 - c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, hazardous materials or conditions, safety considerations, change of design or layout options etc) which are only discovered on commencement of the Services; or
 - d) and suspend or cease the supply of the Services, if an event occurs that is beyond the reasonable control of DYNAMIC ENTERPRISE SERVICES PTY LTD's and results in DYNAMIC ENTERPRISE SERVICES PTY LTD's being unable to observe or perform an obligation under these Terms and Conditions on time (including acts of God, natural disaster, war, malicious damage, strikes, industrial dispute, interruption in DYNAMIC ENTERPRISE SERVICES PTY LTD's supply chain, COVID-19, pandemic, epidemic, fire, shortages of raw materials or transport or import restrictions); or
 - e) in the event of increases to the cost of labour or material which is beyond the reasonable control of DYNAMIC ENTERPRISE SERVICES PTY LTD.
- 4.3 Unless, otherwise agreed the rate or price for each Variation must be agreed in writing between the Client and DYNAMIC ENTERPRISE SERVICES PTY LTD prior to DYNAMIC ENTERPRISE SERVICES PTY LTD commencing the Variation.
- 4.4 Despite any other provision of these Terms and Conditions, the Proposal or any Variation, DYNAMIC ENTERPRISE SERVICES PTY LTD may revise the Fee at the end of each 6 month period after the date of the Proposal, by giving written notice to the Client.
- 4.5 If the Client objects to the Fee revision it must notify DYNAMIC ENTERPRISE SERVICES PTY LTD within 7 days after receiving the notice pursuant to clause 4.4, otherwise the Client will be bound by the revised Fee from the date which is 8 days after the Fee revision notice is given pursuant to clause 4.4.
- 4.6 The Client must not make any deduction, set-off or counterclaim from a payment due to DYNAMIC ENTERPRISE SERVICES PTY LTD.
- 4.7 It is agreed that all amounts agreed to be paid under or in connection with the Terms and Conditions are exclusive of GST unless otherwise specified.

- 4.8 If GST is levied or imposed on or in respect of any supply under or in connection with the Terms and Conditions, then the amount payable for that supply is increased by the applicable rate of GST.
- 4.9 Payment of the GST must be made at the same time and in the same manner as the payment is required under or in connection with the Terms and Conditions.
- 4.10 In relation to each supply under or in connection with the Terms and Conditions, the Supplier must provide the recipient a tax invoice in the form required by the GST Law.

5. Nominated Consultants

- 5.1 DYNAMIC ENTERPRISE SERVICES PTY LTD may suggest the engagement of a third-party consultant, who the Client may at its sole discretion and expense, engage.
- 5.2 DYNAMIC ENTERPRISE SERVICES PTY LTD does not represent or warrant:
- the accuracy or quality of any third party consultant's work;
 - that the recommendations of the consultants are appropriate or adequate, are fit for their purpose,
 - and the Client must make its own enquiries and satisfy itself in respect of any third party consultant the Client wishes to engage.

6. Delivery of Services

- 6.1 Subject to clause 6.2, DYNAMIC ENTERPRISE SERVICES PTY LTD's must use best endeavours to commence the Services as soon as is reasonably possible.
- 6.2 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that DYNAMIC ENTERPRISE SERVICES PTY LTD claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond DYNAMIC ENTERPRISE SERVICES PTY LTD's control, including but not limited to:
- any site conditions which prevent or hamper investigations by DYNAMIC ENTERPRISE SERVICES PTY LTD (including, but not limited to, the discovery of hazardous materials or conditions);
 - power outages;
 - required court appearances;
 - any failure by the Client to:
 - have the Site ready for the Services; or
 - notify DYNAMIC ENTERPRISE SERVICES PTY LTD that the Site is ready; or
 - provide all relevant information to DYNAMIC ENTERPRISE SERVICES PTY LTD.
- 6.3 Any time specified by DYNAMIC ENTERPRISE SERVICES PTY LTD for delivery of the Services is an estimate only and DYNAMIC ENTERPRISE SERVICES PTY LTD will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied by the date agreed between both parties.
- 6.4 If the Services require DYNAMIC ENTERPRISE SERVICES PTY LTD to visit the Site, the Client must notify DYNAMIC ENTERPRISE SERVICES PTY LTD when the Site is ready for and DYNAMIC ENTERPRISE SERVICES PTY LTD to inspect.

7. Risk

- 7.1 The Client acknowledges and agrees that any soil, rock, water, or other samples/specimens taken by DYNAMIC ENTERPRISE SERVICES PTY LTD for the Services will be discarded on the date that is two months after the Services have been completed, unless, otherwise agreed in writing between the Client and DYNAMIC ENTERPRISE SERVICES PTY LTD.
- 7.2 DYNAMIC ENTERPRISE SERVICES PTY LTD in its sole discretion may require the Client to pay a fee for the storage of any soil, rock, water, or other samples/specimens taken by it for the Services in excess of two months from the date the Services are completed.
- 7.3 The Client must inspect the Services immediately upon Delivery.

8. Access and Underground Services

- 8.1 The Client must ensure that DYNAMIC ENTERPRISE SERVICES PTY LTD has clear and free access to the Site at all reasonable times to enable it to undertake the Services, and must notify DYNAMIC ENTERPRISE SERVICES PTY LTD immediately of any possible impediments to the Services, including but not limited to, subsurface structures and utilities.
- 8.2 DYNAMIC ENTERPRISE SERVICES PTY LTD is not liable for any loss or damage to the Site, including, damage to pathways, water courses, public utility, roadways, drains, driveways and concreted or paved or grassed areas), unless, due to the negligence of DYNAMIC ENTERPRISE SERVICES PTY LTD.

9. Insurance

- 9.1 DYNAMIC ENTERPRISE SERVICES PTY LTD must take out and maintain:
- Professional Indemnity insurance; and
 - Workers Compensation Insurance as required at Law;
- 9.2 The Client must take out and maintain:
- Public Liability Insurance;
 - Professional Indemnity insurance; and
 - Workers Compensation Insurance as required at Law.

10. Limitation of Liability

- 10.1 The liability of DYNAMIC ENTERPRISE SERVICES PTY LTD to the Client in respect of the Services under contract, tort (including negligence) or otherwise, excludes consequential losses and is limited to the Client's direct losses to the value of the Services.
- 10.2 Subject to clauses 10.4 and 10.5, DYNAMIC ENTERPRISE SERVICES PTY LTD excludes all statutory guarantees and/or implied terms and warranties to the maximum legal extent and, to the extent that terms and warranties cannot be so excluded, DYNAMIC ENTERPRISE SERVICES PTY LTD limits its liability under them to (at DYNAMIC ENTERPRISE SERVICES PTY LTD election):
- rectify any defect in the Services;
 - Supply the Services, or any part of the Services, again.
- 10.3 DYNAMIC ENTERPRISE SERVICES PTY LTD is not liable to the Client under the Terms and Conditions for any:
- losses of an indirect or consequential nature; or
 - to the extent not already covered in clause 10.3 a) loss of profit, sales, turnover, reputation, retailers, goodwill, anticipated savings, opportunities or loss in connection with another contract.
- 10.4 Nothing in the Terms and Conditions will exclude, restrict or modify the application of any statutory guarantee, which by law cannot be excluded, restricted or modified.
- 10.5 Anything in the Terms and Conditions that purports to exclude or limit a term, warranty, statutory guarantee or pre-contractual statement shall apply to the maximum extent permitted by law.
- 10.6 DYNAMIC ENTERPRISE SERVICES PTY LTD shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- the Client failing to properly maintain or store any Documentation;
 - the Client using the Documentation for any purpose other than that for which they were designed;
 - the Client continuing the use of any Documentation after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - the Client failing to follow any instructions or guidelines provided by DYNAMIC ENTERPRISE SERVICES PTY LTD;
 - fair wear and tear, any accident, or act of God.
- 10.7 Any dispute between the Client and DYNAMIC ENTERPRISE SERVICES PTY LTD shall first be the subject of a mediation to be held in in Toowoomba. This provision shall not prevent and DYNAMIC ENTERPRISE SERVICES PTY LTD from instituting legal action against the Client at any time to recover monies owing by the Client to and DYNAMIC ENTERPRISE SERVICES PTY LTD.

11. Intellectual Property

- 11.1 Copyright in all designs, drawings, reports, specifications, calculations, Documentation and any other documents provided by DYNAMIC ENTERPRISE SERVICES PTY LTD and all property created by DYNAMIC ENTERPRISE SERVICES PTY LTD in connection with the Services shall remain the exclusive property of DYNAMIC ENTERPRISE SERVICES PTY LTD.
- 11.2 The Client warrants and represents that all designs, specifications, reports and instructions given by it to DYNAMIC ENTERPRISE SERVICES PTY LTD for use for the Services will not infringe any other party's intellectual property rights, patent, registered design or trademark.
- 11.3 The Client indemnifies DYNAMIC ENTERPRISE SERVICES PTY LTD from and against any Loss which DYNAMIC ENTERPRISE SERVICES PTY LTD may suffer or incur in respect of DYNAMIC ENTERPRISE SERVICES PTY LTD use of any designs, specifications, reports and instructions given to it by the Client.
- 11.4 The Client acknowledges and agrees DYNAMIC ENTERPRISE SERVICES PTY LTD may (at no cost) use for the purposes of marketing or entry into any competition, any Documentation, designs, or drawings which DYNAMIC ENTERPRISE SERVICES PTY LTD has created for the Client and for the Services.
- 11.5 DYNAMIC ENTERPRISE SERVICES PTY LTD will retain Documentation for 2 years following completion of the Services.

12. Default and Consequences of Default

- 12.1 If the Client fails to make a payment when due, the Client is liable for and must pay on demand to DYNAMIC ENTERPRISE SERVICES PTY LTD:
 - a) interest at a rate of 5% per month on any overdue amount;
 - b) all reasonable costs, expenses and disbursements (including legal cost on and indemnity basis) incurred by DYNAMIC ENTERPRISE SERVICES PTY LTD in the recovery or attempted recovery of any overdue amounts.
- 12.2 Without prejudice to any other rights DYNAMIC ENTERPRISE SERVICES PTY LTD may have, if at any time the Client is in breach of any term or condition in the Terms and Conditions (including those relating to payment), DYNAMIC ENTERPRISE SERVICES PTY LTD may suspend or terminate the supply of Services to the Client.
- 12.3 DYNAMIC ENTERPRISE SERVICES PTY LTD will not be liable to the Client for any loss or damage the Client suffers as a result of DYNAMIC ENTERPRISE SERVICES PTY LTD exercising its rights under clause 12.2.

13. Compliance with Laws

- 13.1 The Client and DYNAMIC ENTERPRISE SERVICES PTY LTD acknowledge and agree to comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 13.2 The Client must obtain at the expense of the Client, all licenses and approvals that are required for the Services, unless otherwise agreed in writing by the parties.
- 13.3 The Client represents and warrants the Site will comply with any relevant work health and safety (WHS) laws and any other relevant safety standards or legislation.

14. Service of Notices

- 14.1 Any written notice given under this contract will be deemed to have been given and received:
 - a) by handing the notice to the other party, in person;
 - b) by leaving it at the address of the other party as notified by the party
 - c) by sending it by registered post to the address of the other party as notified by the party;
 - d) if sent by facsimile transmission to the fax number of the other party as notified by the party (if any), on receipt of confirmation of the transmission;
 - e) if sent by email to the other party's last known email address.
- 14.2 Any notice that is posted shall be deemed to have been served, within 4 business days of posting.

15. Warranties

- 15.1 The Client represents and warrants:

- a) it, is in the case of a company, a company limited by shares under the Corporations Act and has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- b) is in the case of a trust:
 - i. taken all action under the trust agreement that is necessary or desirable to authorise its entry into the Terms and Conditions and to carry out the transactions contemplated;
 - ii. is satisfied that entry into and performance of the Terms and Conditions is in the best interests of the beneficiaries of the trust;
- c) in the case of a natural person, is not bankrupt, of unsound mind or incapable or managing its own affairs;

16. General

- 16.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2 The laws in force in the State of Queensland govern the Terms and Conditions and the parties submit to the jurisdiction of the Courts in Queensland exercising jurisdiction with respect to matters concerning the Terms and Conditions.
- 16.3 DYNAMIC ENTERPRISE SERVICES PTY LTD shall accept no responsibility for loss or damage resulting from any action or inaction by the Client or the Client's contractors, subcontractors, employees, officers and agents.
- 16.4 The Client must not assign or sub-contract all or any part of their rights and obligations under the Terms and Conditions without the written consent of DYNAMIC ENTERPRISE SERVICES PTY LTD.
- 16.5 The provisions of the Terms and Conditions and parts of each provision will be severable. A term or part of a term of the Terms that is illegal or unenforceable may be severed from the Terms and the remaining terms or parts of the term of the Terms continue in force.
- 16.6 Unless otherwise agreed in writing the Client and DYNAMIC ENTERPRISE SERVICES PTY LTD acknowledge and agree the Terms and Conditions constitute the entire agreement in relation to its subject matter and all representations, communications, and prior agreements are superseded by the Terms and Conditions.
- 16.7 Any provision of the Terms and Conditions that, by its nature, is intended to survive termination of the Terms and Conditions will continue to operate after the supplier/buyer relationship of the parties is terminated.

17. Indemnity

- 17.1 The Client indemnifies DYNAMIC ENTERPRISE SERVICES PTY LTD against and must pay DYNAMIC ENTERPRISE SERVICES PTY LTD on demand any losses, expenses, damages, commissions, interest, charges, liabilities and costs (including legal costs on an indemnity basis) arising from or relating to the Client's failure to comply with its obligations under the Terms and Conditions or breach of the Terms and Conditions or any related document with DYNAMIC ENTERPRISE SERVICES PTY LTD.
- 17.2 Any losses, expenses, damages, commissions, interest, charges, liabilities and costs referred to in clause 17.1 may be recovered by DYNAMIC ENTERPRISE SERVICES PTY LTD as a liquidated debt.

18. PPSR

- 18.1 As security for the Client's obligations and liabilities under the Terms and Conditions, the Client agrees to charge all of the Client's legal and equitable interests (both present and future) of any nature, however held, in any and all real and/or personal property for the payment of any monies owed by the Client to DYNAMIC ENTERPRISE SERVICES PTY LTD.
- 18.2 The Client agrees to sign any documents and do all things reasonably required by DYNAMIC ENTERPRISE SERVICES PTY LTD to register a

mortgage, a security interest or other instrument of security (including but not limited to a caveat noting DYNAMIC ENTERPRISE SERVICES PTY LTD interest created by clause 18.1 over any of the Client's real or personal property) and if the Client fails to do so when requested, the Client irrevocably and by way of security, appoints DYNAMIC ENTERPRISE SERVICES PTY LTD and DYNAMIC ENTERPRISE SERVICES PTY LTD agents to be the Client's lawful attorneys to sign and register such instrument/s of security.

18.3 The Client:

- a) acknowledges that DYNAMIC ENTERPRISE SERVICES PTY LTD may register any actual or impending PMSI or other type of security interest under the PPSA in respect of all the charge granted pursuant to clause 18.1 relation to personal property; and
- b) consents to DYNAMIC ENTERPRISE SERVICES PTY LTD registering their PMSI or other type of security interest under the PPSA and will do all things reasonably necessary to assist DYNAMIC ENTERPRISE SERVICES PTY LTD to register their interest.

18.4 The Client waives the right to receive from DYNAMIC ENTERPRISE SERVICES PTY LTD verification of the registration pursuant to section 157(3)(b) of the PPSA.

18.5 The Client indemnifies DYNAMIC ENTERPRISE SERVICES PTY LTD against all expenses (including but not limited to legal costs on an indemnity basis) incurred by DYNAMIC ENTERPRISE SERVICES PTY LTD in connection with the preparation and registration of any and all instrument/s of security under Clause 18.1.

18.6 The parties agree that neither party is required to give notice to the other under the PPSA unless obligation to give the notice cannot be excluded.

18.7 The Client acknowledges and agrees that this is a security agreement for the purposes of PPSA and that DYNAMIC ENTERPRISE SERVICES PTY LTD may register one or more security interest in the Goods and their proceeds as a purchase money security interest on the register, at the expense of the Client.

19. Non-solicitation of DYNAMIC ENTERPRISE SERVICES PTY LTD Employees

19.1 The Client must not during the period Services are provided by DYNAMIC ENTERPRISE SERVICES PTY LTD and for a period of 6 months' after DYNAMIC ENTERPRISE SERVICES PTY LTD ceases providing Services for the Client ("**Non-solicitation period**"), induce, solicit or canvass, approach or accept any approach from, any employee of DYNAMIC ENTERPRISE SERVICES PTY LTD.

19.2 If the Client Engages an employee of DYNAMIC ENTERPRISE SERVICES PTY LTD during the Non-solicitation period, the Client must pay DYNAMIC ENTERPRISE SERVICES PTY LTD immediately on demand an amount equal to 15% of the employee's total remuneration package inclusive of wages, salary, superannuation, allowances and bonuses, as liquidated damages to compensate DYNAMIC ENTERPRISE SERVICES PTY LTD for the time, costs and energy involved in recruiting, inducting, training and mentoring a new employee.

19.3 The parties agree:

- (1) the restraints in clauses 19.1 and 19.2 are fair and reasonable considering the interests of each party to this document and goes no further than is reasonably necessary to protect the legitimate business interests of DYNAMIC ENTERPRISE SERVICES PTY LTD's; and
- (2) the liquidated damages are a genuine pre-estimate of the loss DYNAMIC ENTERPRISE SERVICES PTY LTD will suffer to recruit, induct, train and mentor a replacement employee.

20. Interpretation

In the Terms, unless the context requires otherwise:

20.1 a reference to:

- a) one gender includes the other genders;
- b) the singular includes the plural and the plural includes the singular;
- c) a person includes a natural person, partnership, body corporate, joint venture, association, government, authority, agency or other entity;
- d) a party includes that party's executors, administrators, successors and permitted assigns;
- e) a document is to that document as amended, novated or replaced from time to time;
- f) money is to Australian dollars;

20.2 "including" and similar expressions are not words of limitation;

20.3 a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:

20.4 that Statutory Provision as amended or re-enacted from time to time; and

20.5 a statute, regulation or provision enacted in replacement of that Statutory Provision, or if relevant, the predecessor to that statute, regulation or provision;

20.6 where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

20.7 terms defined in GST Law have the same meaning in the Terms and Conditions;

20.8 terms defined in the PPSA have the same meaning in the Terms and Conditions.

20.9 A provision of the Terms and Conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Terms and Conditions or the inclusion of the provision in the Terms and Conditions.

20.10 If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

20.11 If a party consists of more than one person, the Terms and Conditions binds them jointly and each of them severally.

20.12 Headings are for convenience only and do not affect the interpretation or form part of the Terms and Conditions.

20.13 A Client which is a trustee is bound in its capacity as a trustee and personally.