

1. Billing...

- 1. Unless otherwise agreed between RDA and the Client in writing, 50% of RDA's fees, plus all disbursements required to commence the Services, must be paid on commissioning and the balance together with any other disbursements on completion of the Services.
2. RDA's fees and disbursements are exclusive of GST. GST must be paid in addition to RDA's fees and disbursements at the same time as RDA's fees and disbursements are payable to it.

2. Extra Services...

- 1. The fees for Services are based on the scope outlined in the proposal. RDA reserves the right to revise RDA's fees in the light of any changes to the Services requested by the Client, or as a result of any changes which RDA and the Client agree. Any revisions to RDA's fees shall be made on the basis of RDA's standard daily rates, as outlined in the proposal and the cost of any additional disbursements.

3. Intellectual Property...

- 1. The Client is granted a licence to use the data, analyses and reports provided to the Client by RDA, subject to the following:
i. Unless specified in the proposal or otherwise agreed between RDA & the Client in writing, the licence shall be on a non exclusive and non transferable basis.
ii. Except to the extent that any intellectual property is owned by the Client or a third party, all intellectual property is owned and will continue to be owned by RDA.
iii. In particular, any materials supplied by RDA from the Australian Bureau of Statistics ("ABS") remains the intellectual property of the Commonwealth of Australia. Schedule 1 sets out additional terms relating to materials provided by the ABS (if any).
iv. Any copyright or other intellectual property rights in any materials supplied by the Client to RDA remain the property of the Client or the original third party owners.
v. Except to the extent that the Client or third parties have any rights in intellectual property derived from the sources already mentioned, RDA will own the intellectual property in all data, enhancements, analysis, modelling, software, reports and other intellectual property used by RDA and produced by RDA, from the materials supplied to RDA by the Client and any one else.

4. Client Warranties...

- 1. The Client promises RDA that:
i. The Client is entitled to use the materials supplied to RDA by the Client, for RDA's purposes in performing the Services.
ii. RDA's use of the materials supplied by the Client does not contravene privacy or any other legislation or the intellectual property rights of anyone else.
iii. So far as the Client is aware, incorporation or use of materials provided by RDA and whether obtained by RDA from anyone else, or not, would not be a breach of the Client's obligation to anyone else.
iv. At its own expense, the Client will provide RDA with:
a. all materials required of it, that are necessary for completion of the Services, in sufficient time to enable RDA to provide the Services in accordance with any timetable agreed between RDA and the Client.
b. materials which are accurate, up to date and of such a quality that RDA is able to perform the Services in reliance upon them.
v. Whilst RDA may provide interim materials relating to the Services, in all circumstances RDA's final materials shall take precedence and no reliance shall be placed on any interim materials.
vi. Of its own accord the Client has determined that the Services being acquired from RDA are fit for its purposes.

5. RDA Warranties...

- 1. RDA promises the Client that:
i. RDA is entitled to use and provide any materials to be used or supplied by it in undertaking the Services.
ii. RDA is entitled to provide the licence to the Client set out in Clause 3.
2. RDA does not warrant the accuracy, nor the quality of materials provided to it by ABS nor by anyone else and specifically does not warrant that any of these materials are adequate or fit for the purpose of undertaking the Services.
3. All conditions and warranties implied by RDA are excluded.

6. Confidentiality...

- 1. Both the Client and RDA shall treat as confidential information which comes into their possession pursuant to or as a result of or in the performance of the Services, whether such information relates to the business, sales, marketing or technical operation of either party or the clientele of the Client or otherwise.
2. Neither party shall, without the written permission of the other party, disclose such confidential information to a third party.
3. The confidentiality obligations will remain in force notwithstanding completion of the Services.

7. Release and Indemnity...

- 1. The Client agrees to:
i. Release RDA and its employees from all claims made by the Client in respect of all liability for loss, damage or injury which may be suffered by it or any third party arising from the Client's use of the Services.
ii. Indemnify RDA and its employees against all claims of every kind made against RDA,
a. by or through the Client and by every third party,
b. whether in contract, for negligence or other tort, under any legislation or on any other basis,
arising from:
c. the supply of the Services to the Client,
d. any use made of the Services by the Client or by any third party who has obtained any of the Services from the Client,
e. any representations made by the Client in respect of the Services or in respect of anything produced using the Services or
f. other conduct of the Client,
and from all costs, damages and losses in any way suffered by RDA to any extent arising from such claims.

8. Limit on Liability...

- 1. In the event that despite the previous provisions, RDA is liable for any claims brought against it, whether under the agreement between the Client and RDA, negligence, or under any law such as the Trade Practices Act 1974, by the Client, or by anyone else, the only remedy which lies against RDA is for damages in an amount limited to the fees RDA receives for the component of the Services giving rise to liability.
2. In any case, where RDA is not permitted by law to restrict claims against it as set out in Clause 8.1, RDA's only obligation is to:
i. replace any goods or services supplied by RDA in connection with the Services or supply equivalent goods and/or services or
ii. repair or rectify any goods or services supplied by RDA or pay for the cost of having the goods and/or services repaired,
to the extent required by any such law.
3. Any action against RDA must be brought within eighteen (18) months after the cause of action arises.

9. Statutory Liability...

The exclusions or limitations of warranties and the releases and indemnities are limited only to the extent that they are, in effect, prohibited or rendered unenforceable by the Trade Practices Act 1974 or other legislation.

10. Suspension of Work...

- 1. RDA can stop work on the Services but is still entitled to be paid for the work it has done, without prejudice to its other rights for breach of contract in the event that the Client:
i. does not pay RDA any money due to it, when due, or
ii. is in breach of any of its obligations to RDA or any of the warranties it has provided to RDA are not correct.

11. Force Majeure...

In no case shall RDA be liable for its inability to meet any of its obligations where the cause of that inability is outside its reasonable control.

12. Dispute Resolution...

- 1. Both RDA & the Client agree that in the first instance, disputes should be attempted to be resolved through a process of discussion.
2. If resolution cannot be reached through the discussion process within one (1) month after one party has notified the other that it is invoking this clause, both parties must

negotiate in good faith for the purpose of reaching an agreement on an independent expert to be appointed to adjudicate the matter and if they reach an agreement within a further period of one (1) month shall refer the dispute to that expert for adjudication.

13. Relevant Law...

This agreement is governed by the laws of New South Wales.

14. Definitions...

- 1. In these Conditions, the following words or phrases have the following meanings:
'ABS' includes every Commonwealth Department or authority which collects information and compiles statistics.
'Client' means the party with whom RDA is contracting.
'Commercialise' in respect of data or a product derived from data means manufacture, sell, distribute, hire or otherwise exploit a product or process or to provide a service incorporating the data or any product or services derived from the data, except as specifically permitted by the contract between RDA and the Client.
'Commissioning' means the acceptance by the Client of RDA's proposal.
'Confidential information' means information not already known to the party receiving it nor information already in the public domain.
'Disbursements' means monies payable by RDA to any third party from whom RDA acquires materials, travelling expenses, and other outgoings referred to or implied in the proposal as being payable to RDA in addition to its fees.
'Intellectual property' includes data, trade secrets, programs, methods of processing, specific design and structure of programs and the interaction and unique programming techniques employed as well as all copyright, patents, trade marks, know-how contractual obligations and other rights in any way associated therewith, whether in existence or to be created in the future.
'Materials' includes documents or other materials, data, other information and processes.
'Proposal' means the proposal to perform the Services offered by RDA and accepted by the Client.
'RDA' means Robert Dommett & Associates Pty Limited (ABN 30 003 357 328).
'RDA's fees' means all the fees excluding GST payable to RDA by the Client.
'Services' means the supply of data, analysis, reports, modelling, other services or materials, outlined in the proposal.

Schedule 1 - ABS Data...

- 1. This Schedule is the result of an agreement between RDA and ABS.
2. It supplements the General Conditions of Sale in relation to data acquired from ABS and supplied to the Client or used in the services provided to the Client.
3. The provisions of this Schedule must not be used in the interpretation of the General Conditions of Sale and in particular, do not in any way limit the generality of any of those conditions, nor result in any terms being implied in any contract between RDA and the Client.
4. RDA does not act in any way as the agent of ABS and has no authority to assume nor create any obligation on behalf of or in the name of or binding upon ABS, nor in any way to represent it.
5. Although RDA warrants that it is entitled to use the ABS data for the purposes of providing the services, ABS does not authorise nor in any way guarantee the services.
6. The Client shall indemnify RDA in respect of any claims made against RDA in respect of any loss suffered by ABS as a consequence of any claim made by a third party arising out of any negligent or wilful misconduct by the Client in relation to the distribution of the ABS data.
7. The Client must not use any of the data supplied as or as part of the services to identify or attempt to identify an individual or to match the data in whole or in part with any other information for the purposes of identifying an individual.
8. The Client acknowledges that RDA may be required to supply information about sales of ABS data to customers of RDA and consents to it doing so.
9. The Client must not commercialise the ABS data, nor any part of the services derived from or incorporating the data (whether or not amounting to a reproduction within the meaning of the Copyright Act 1968) unless the Client has first obtained RDA's written consent and RDA has first obtained the written consent of ABS. Such consent may be granted or refused in the absolute discretion of the party whose consent is required or may be granted subject to any condition or conditions whatsoever, including the payment of royalties.