

Kymberlee Enterprises Pty Ltd T/A Bubble 'N' Kick Swim School

ABN: 83 632 576 124 4/5 Cedarbrook Drive Forest Glen 4556 Email: swim@bubblenkick.com

Web: www.bubblenkick.com Phone: (07) 5442 2263

Student 1: Title:				Р	lease com	Diete all sections and rea	ENIENK ad the Terms and Con	_	_	
Enail Address:  Phone No:  Do.B.  Student 2: Title:  Gender - Male / Female  Do.B.  Sumane:  Gender - Male / Female  Do.B.  WE REQUIRE THE DETAILS OF AT LEAST ONE PARENT/GUARDIAN IF THE STUDENT IS UNDER 18 YEARS OF AGE WHO WILL TAKE FUL RESPONSIBILITY FOR THE STUDENT AND GUARANTEE PAYMENT. IF STUDENT IS OVER 18, PLEASE PROCEED TO EMERGENCY CONTACT SECTION BELLOW.  Parent/Guardian Name 1:  Parent/Guardian Name 1:  Relationship to Student:  Address:  State:  Postoode:  Home Phone:  Mobile:  Home Phone:  Mobile:  Home Phone:  Mobile:  Email:  DI (Driver's Licence, Passport, etc.):  Correspondence to be sent to this Parent/Guardian? YES    Correspondence to be sent to this Parent/Guardian? YES    DEMERGENCY CONTACT DETAILS: please provide the contact details of a family member (or fend) whom we may contact in an emergency.  Name:  Home Phone:  Mobile:  Name:  Home Phone:  Mobile:  Name:  Home Phone:  Mobile:  Relationship to Student:  Medical History - BKSS programmes may involve activities in disp, shallow, or open water, some of which require a masonable level of filmsss.  Is there any know reason, medical or otherwise, that would limit or restrict your ability to participate in sessions and/or activities?  YES / N  If Yes, please provide details of your medical conditions and/or medication including dose and frequency.  All personal information calceted will be kept strictly confidential and only accessed by the swimming instructor. In the interests of your safety in an emergency, BKS shalf and emergency personal may be given accessed to relevant information.  John Part Contract as the person responsible for payment on behalf of the Student/Parent/Stoadian(n), Juarantee the due and quincuit with this Student Enrolment Form and agree to be bound by those conditions. I authorise the use of may personal information as delailed the Privery Act clause theries.  John Parent/Guardian(n), J	Student 1: Title:	First Name:					ad are remis and com	aniono oi mado c	Gender: Male /	
Phone No:	Address:						State:		Postcode:	
Student 2: Title:	Email Address:									
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Gender: Male / Female  WE REQUIRE THE DETAILS OF AT LEAST ONE PARENT/GUARDIAN IF. THE STUDENT IS UNDER 18 YEARS OF AGE WHO WILL TAKE FUL RESPONSIBILITY FOR THE STUDENT AND GUARANTEE PAYMENT. IF STUDENT IS OVER 18, PLEASE PROCEED TO EMERGENCY CONTACT SECTION BELLOW.  Parent/Guardian Name 1:  Relationship to Student:  Address:  State: Postcode Home Phone: Mobile: Home Phone: Mobile: Email: Email:  ID (Driver's Licence, Passport, etc.): Date: ID (Driver's Licence, Passport, etc.):	D.O.B.					Age:				
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Date:   Date:   Date:   Date:     Name:       Name:       Date of Birth:     D:   Date of Birth:     D:   Date of Birth:     D:   Date of Birth:   Date:	attached) of Kymber with this Student En	lee Enterprise rolment Form	es Pty Ltd T/A Bub	ble 'N' l	Kick Swir	n School which form	part of, and are into	ended to be re	ad in conjunction	
Name: Date of Birth: ID: Date of Birth: ID: Date of Birth: ID: Date of Birth:			IARDIAN 1)		<u>s</u>	SIGN (PARENT/GUARDIA	<u>N 2)</u>			
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SIGNED:         Full Name:           Address:	payment of all monies	s payable und lingly shall be	er this Contract. The irrevocable and re	iis Guara main in	nt on beh antee and full force	alf of the Student/Pare I Indemnity shall cons and effect until the w	titute an unconditior hole of moneys owi	ial and continui ng to Kymberle	ng guarantee and e Enterprises Pty	
Address:	<b>GUARANTOR'S DETAIL</b>	.S (if required):								
ID: (Driver's Licence, Passport, etc.)   Date of Birth: Date:	SIGNED:				F	ull Name:				
SIGN (BKSS):         Name:         Date:           OFFICE USE ONLY         POLICIES & PROCEDURES SIGNED         DATA INPUTTED         STAFF         DATE	Address:									
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## KYMBERLEE ENTERPRISES PTY LTD T/A BUBBLE 'N' KICK SWIM SCHOOL- TERMS AND CONDITIONS OF TRADE

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  Contract" means the terms and conditions contained herein, ogether with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract. BKSS" means Kymberlee Enterprises Pty Ltd TiA Bubble N' Kick Swim School is successors and assigns or any person acting on 6.8 shall of and with the authority of Kymberlee Enterprises Pty Ltd TiA Bubble N' Kick Swim School.
  Student "Means an individual currently enrolled or applying for annothernt with BKSS.
- Defiding to and with the deutschip of hymnocists and properties. The Bubble PK kick Swim Scholl dudied currently enrolled or applying for enrolment with BKSS. In the parent's and/or legal Guardian's of the Student requesting from BKSS, the provision of Lessons to the Student requesting from BKSS, the provision of Lessons to the Student and is the person (or persons) responsible for payment of 5.9 the Fees where the Student is under eighteen (18) years of age. Where more than one the Guardian has entered into this Contract, both the Guardian's shall be jointly and severally lable for an Student of the Student shall be interchangeable to the other). Student's request from time to time.

  \*Lesson' or "Program's shall mean the swimming Lesson or learn to swim Program (Services) provided by BKSS to the Student at the 6.1 Student's request from time to time.

  \*Lesson' or "Program's shall mean the swimming Lesson or learn to swim Program (Services) provided by BKSS to the Student and:

  (a) includes any leaching, advice or recommendations;

  (b) where the context so permits shall as flipper boards, fins, pull buoys, and hand paddles etc.) supplied, or deposited 6.2 noidentally by BKSS in the course of it conducting, or providing to the Student Services;

  (ii) he terms Lesson' or "Program's hall be interchangeable to the other.

  (c) are as described on any invoice Enrolment Form, or any other

in the terms Lesson' or Program' shall be interchangeable to the other.

(c) are as described on any invoice/Errofment Form, or any other form provided by BKSS to the Student.

"Confidential information' means information of a confidential nature whether oral, written or in electronic form including, but not limited by this Contract, either party's intellectual property, operational information, know-how, tream sections, lingual and commentation information, incoming the section of the commentation information in such as a manual commentation of the commentation in the section of the commentation of the com

provided on the website, prior to ordering services via use subsite.

5.9

Fee' means the Fee payable (plus any GST where applicable) for the Services as agreed between BKSS and the Student in6.10 accordance with clause 5 of this Contract.

GST means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

nce
dent is taken to have exclusively accepted and is
ely bound, jointly and severally, by these terms and
s if the Student places an order for, or accepts Services

matter. It supersedes any prior understanding or agreements between the parties in connection with II in the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.5 2.6

contract may only be anienteed in mining by the contract to boni-parties; RSSS: employees, agents or representatives are authorised. Nonerflex any representations, statements, conditions, views, opinions or agreements not expressed by the Director of RKSS in writing, nor is BKSS bound by any such unauthorised statements. These terms and conditions are meant to be read in conjunction with BKSS' Policies and Procedures. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail. Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 14 of the & Electronic Stransactions (Queensland) Act 2001 or any other8:1 applicable provisions of that Act or any Regulations referred to in that Act.

chat Lesson's will be forteled.

Participation in any BKSS Program can be inherently dangerous. Serious accidents may happen which may result in injury or death to the Student. In enrolling in the Program, the Student acknowledge that the Student has read and understood this clause 2.10 and voluntarily accepts and assumes the inherent risk described.

vountanily accepts and assumes the innerent risk described.

Errors and Omissions

The Student acknowledges and accepts that BKSS shall, without prejudice, accept no liability in respect of any alleged or actual control of the state of the

f11.2

12. 11.12.1

BLSS ourse notes at At BKSS sole discretion a non-refundable deposit of thirty-six dollars (\$36) will be required upon confirmation of the Student's enrolment with BKSS. The deposit acts a pro rata to cover the costs of the Students:

(a) first (2) weeks of group classes; or

the Services being of the essence, the Fee will Student on the date/s determined by BKSS,

payment may be made by cash, electron/con-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Student and BKSS. BKSS may in its discretion allocate any payment received from the 14.2 Student towards any invoice that BKSS determines and may do so at the time of receipt or at any time afterwards. On any default by the Student BKSS may re-allocate any payments previously received and allocated. In the absence of any payment allocation by 14.3 BKSS, payment will be deemed to be allocated in such manner as preserves the maximum value of BKSS "Purchase Money Security Interest (as defined in the PPSA) in the Services.

Unless otherwise stated the Fee does not include GST. In addition to the Fee, the Student must pay to BKSS an amount equal to any GST BKSS must pay for any supply by BKSS under this or any other agreement for providing BKSS' Services. The Student must

ime and on the same basis as the Student pays the Fee. Ir on, the Student must pay any other taxes and duties that may plicable in addition to the Fee except where they are expressly be applicable in ad included in the Fee

included in the Fee.

The Student acknowledges and agrees that the Student's obligations to BKSS for the supply of Services shall not casse until:

a be Student has paid BKSS all amounts owing for the particular services; and but the Student has met all other obligations due by the Student to 15.

BKSS in respect of all contracts between BKSS and the 15.1

Student.
Recipit by BKSS of any form of payment other than cash shall not be deemed to be payment until that form of payment has been 15.2 honoured, cleared or recognised and until then BKSS' ownership or rights in respect of the Services shall continue.

Provision of the Lessons
Both parties agree that they shall make every endeavour to enable
the Lessons to be provided/partaken in at the time and place as was
arranged between both parties. In the event that BKSS is unable to
provide Lessons as agreed solely due to any action or inaction of
the Student then BKS shall be entitled to charge an additional Fee
for re-providing the Lessons at subsequent dateltime during the

or re-providing the Lessons at a successful and applicable term.

Any amendments to an existing booking arrangement must be submitted in writing to BKSS.

Submitted in writing to BKSS.

h to resume Lessons. ars of age must wear a swim nappy 15.5

unless COMPLETLEY toilet trained.
The Student acknowledges and accepts that BKSS accepts no15.6 responsibility for any loss or damage to personal property brought to and/or left at BKSS premises.

15.7

The Squartian acknowledges and accepts that where Characterises.

16.2

16.3 ne 17.

Emergency Contacts
The Student must provide BKSS with the names and addresses of two (2) responsible persons over the age of eighteen (18) years who can collect the Student in case of an emergency or illness. When contacted by the Director of BKSS (or their delegate), the Student (or a responsible person authorised thereby) must go immediately to BKSS premises to collect the sock or injured Student.

Accident or Emergency
Whist every reasonable effort shall be made by BKSS to contact the
Student (or Emergency Contacts) in the event of an accident or
emergency, the Student/Guardian hereby gives authority to the
Director of BKSS (or their delegate) to, on behalf of the Student,
authorise the administration of medication, transportation to hospital 18.3
and administration of treatment as is recommended by the Student,
and administration of treatment as is recommended by the Student
doctor, any attending doctor, ambulance officer, police or
Government Officer. The Student will be responsible for any costs
incurred as a result of transportation or treatment.

Intellectual Property
Where BKSS has designed, drawn, written, or created Programs, 18.4
techniques and curriculum in relation to the Student, then the
copyright in those designs, drawings, documents, Programs,
techniques and curriculum shalf remain vested in BKSS.

Resources

Any Resources use in conjunction with the Lesson shall, at all times, remain the property of BKSS, and are returnable on demand thereby. In the event that the Resources are not returned to BKSS.

(a) in the condition in which they originally supplied, BKSS retains the right to charge the Student the full cost of repairing (or replacing frequired) the Resources; or

(b) at all, BKSS shall have right to charge the Student the full cost of replacing the Resources.

Complaints and Grievance Policy
The Student/Guardian shall be entitled to report any concern they
may have in relation to Lessons, any matters of safety, care or
quality of Services, or where the Student wishes to make a
suggestion. These shall be addressed with the appropriate BKSS
staff member, or if the complaint is in relation to any of the staff, to 20.
the Director of BKSS, where in most incidences the issue can be 20.1
rectified.
All complaints must be made to RKSS in water.

rectified.

All complaints must be made to BKSS in writing and will be acknowledged by BKSS (in writing) within seven (7) days of receipt. BKSS will take all reasonable steps to resolve any complaint with thirty (30) days of receipt of the complaint. Where the complaint is in relation to any staff member of BKSS. (a) the complainant, will be kept complainant, will be kept confident between the native conserved.

confidential between the parties concerned; a written record of events will be documented by BKSS' director, in order to authenticate, monitor and evidence the complaint: (b)

offectors, it order to contractions, complaint; all complete written information will be considered by the Director of BKSS to enable an informed decision to be made regarding the complaint; the complaint and applicable staff member(s) will be advised of the outcome of the investigation and any disciplinary action,

which will be managed in accordance will the real transmission.

2009, etc.;
in the event the complainant is unsatisfied with the outcome of the investigation, BKSS management and the complainant is the management and the complainant is the complainant is still not satisfied with the outcome, they are within their nights to contact the Department of Education and/or the Australian Competition and Consumer Commission.

Personal Property Securities Act 2009 ("PPSA")
In this clause financing statement, infancing change statement, security agreement, and security inferest has the meaning given to it by the PPSA.

Upon assenting to these terms and conditions in writing the Student acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security inferest in:

(a) all Resources previously supplied by BKSS to the Student.

(b) all Resources will be supplied in the future by BKSS to the Student.

all Resources will be supplied by BKSS to the Student; and all Resources will be supplied in the future by BKSS to the Student; and all the Student and all the Student has charged in the future by BKSS to the Student has charged, including anything in respect of which the Student has dearly the student has been previously been provided and that will be provided in the future by BKSS to the Student to BKSS for Services—that have previously been provided and that will be provided in the future by BKSS to the Student. BKSS to the Student to BKSS for Services—that have previously been provided and that will be provided any further information (such information to be complete, accurate and up-to-date in all respects) which BKSS may reasonably require to, by the student had been supplied to the sup (c)

15.3(a)(i) or 15.3(a)(ii); indemify, and upon demand reimburse, BKSS for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Resources charged

cistablished by the PPSA or releasing any research care thereby.

(c) not register a financing change statement in respect of a security interest without the prior written consent of BKSS.

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Resources in favour of a fining part without the prior written consent of BKSS. 20.7 BSS and the Student agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

terms and conditions.

The Student waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

The Student waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

Unless otherwise agreed to in writing by BKSS, the Student waives their right to receive a verification statement in accordance with section 157 of the PPSA. 20.8

section 137 of the PSA.

The control of the PSA.

The control of t

Security and Charge
In consideration of BKSS agreeing to supply Services, the Student
charges all of its rights, title and inferest (whether joint or several) in
any land, really or other assets capable of being charged, owned by
the Student either now or in the future, to secure the performance by
the Student either now or in the future, to secure the performance by
the Student into flimited to, the payment of any money).
The Student into flimites BKSS from and against all BKSS' costs
and disbursements including legal costs on a solicitor and own client 20,9
basis incurred in exercising BKSS rights under this clause.
The Student irrevocably appoints BKSS and each director of BKSS
as the Student's true and lawful attorney's to perform all necessary
acts to give effect to the provisions of this clause 16 including, but
not limited to, signing any document on the Student's behalf.

20.10

The Commonwealth Competition and Consumer Act 2010 ("CCA") and Fair Trading Act ("FTA") Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of 20.11 the States and Territories of Australia (including any substitute to those Acts or e-enactment thereof), except to the extent permitted by those Acts where applicable.

**Default and Consequences of Default** 

administration fees, legal costs on solicitor and own clearl bases
BKSS contract default fee, and bank dishonour fees)
Lurther to any other rights or remedies BKSS may have under this 22.1
Contract, if a Student has made payment to BKSS, and the
transaction is subsequently reversed, the Student shall be liable for
the amount of the reversed transaction, in addition to any further
costs incurred by BKSS under this clause 18 where it can be proven 22.2
this such reverse and transaction, in addition to any further
without prejudice to BKSS of the contract of the student which
remains unfulfilled and all amounts owing to BKSS shall be
entitled to cancel all or any part of any order of the Student which
remains unfulfilled and all amounts owing to BKSS shall, whether or 22.3
not due for payment, become immediately payable if.
(a) any money payable to BKSS becomes overdue, or in BKSS
opinion the Student will be unable to make a payment when it
falls due;
(b) the Student has exceeded any applicable credit limit provided
by BKSS;
(c) the Student 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 proposes or enters into an arrangement with
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Suspension and Termination of Enrolment
Without prejudice to any other remedies BKSS may have, if at any
time the Student is in breach of any obligation (including those
relating to payment) under these terms and conditions BKSS may
suspend or terminate the supply of Services to the Student BKSS
will not be liable to the Student for any loss or damage the Student22.6
suffers because BKSS has exercised its rights under fits clause.

23.3 23.4

Privacy Policy All emails, docu used by BKSS Privacy Policy

23.5

All emails, documents, images or other recorded information held or used by BKSS is Personal Information, as defined and referred to in clause 20.3, and therefore considered Confidential Information. BKSS acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the through the confidence of the processing of the properties of the confidence of the processing of the proce

Nowthistanding clause 20.1, privacy limitations will extend to BKSS in respect of Cookies where transactions for purchasesorders transpire directly from BKSS whestie. BKSS agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Students:

a) IP address, prowser, email client type and other similar details;

b) tracking website usages and traffic, and

Clauding the state of the state of the state of the Student, as BKSS may collect and review that information (collectively Personal Information and the state of the Student, as BKSS may collect and review that information by way of Cookies, the Student shall have the right to enable / disable, provided on the website prior to proceeding with a purchase/order via BKSS website.

The Student agrees for BKSS to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g., name, address, D.O.B), occupation, driver license details, insurance details or next of the nan of their contact information (where applicable), previous credit applications, credit tissory) about the Student in and other contact information (where applicable), previous credit applications, credit tissory) about the Student in a credit report on the spicial contract information (where applicable).

I was under usuals or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Student in relation to credit provided by BKSS.

The Student agrees that BKSS may exchange information about the Student with those credit providers and with related body corporates for the following purposes:

the following purposes: to assess an application by the Student; and/or to notify other credit providers of a default by the Student; and/or

and/or

color excellent portions of a detailed by the Student (c) to exchange information with other credit providers as to the status of this credit account, where the Student is in default with other credit providers, and index of the Student in default with other credit providers, and in the student including the Student consents to BKSS being given a consumer credit report to Student consents to BKSS being given a consumer credit report to student consents to BKSS being given a consumer credit report to student consents to BKSS being given a consumer credit report to student consents to BKSS being given a consumer credit report to student consents to BKSS being given a consumer credit report to student consents to be supported by a student consents to the stud

er agreed purposes or required by):
the provision of Services; and/or
analysing, verifying and/or checking the Student's credit,
payment and/or status in relation to the provision of Services;
and/or

and/or

(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Student; and/or

(d) enabling the collection of amounts outstanding in relation to the

distribution to the damains requisted by the Suddin, and shall of the Salahing the collection of amounts outstanding in relation to the Salahing the collection of amounts outstanding in relation to the SKS may give information about the Student to a CRB for reterior to the Student aconsumer credit report.

(a) to obtain a consumer credit report, by allow the CRB to create or maintain a credit information file about the Student including credit history. The information given to the CRB may include:

(a) Personal Information as outlined in 20.3 above;
(b) name of the credit provider and that BKSS is a current credit provider to the Student;
(c) whether the credit provider is a licensee;
(d) type of consumer credit;
(e) details concerning the Student's application for credit or commercial credit (e.g., date of commencement/emination of the credit account and the amount requested);
(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more repayments or outstanding monies which are overdue by more advice of consumer creat defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Student no longer has any overdue accounts and BKSS has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);

accounts and BKSS has been paid or otherwise discharged and all details surrounding that dischargele, dates of payments);

(g) information that, in the opinion of BKSS, the Student has committed a serious credit infringement,

(h) advice that the amount of the Student's overdup payment is equal to or more than one hundred end fifty obligats (\$150 cm). The payment is equal to or more than one hundred end fifty obligats (\$150 cm). The payment is equal to end to the payment is equal to end to the payment is equal to end to the payment is payment in the BKSS.

(a) a copy of the Personal Information about the Student retained by BKSS and the right to request that BKSS correct any incorrect Personal Information upon the Student retained the Student for the purpose of direct marketing.

BKSS will destroy Personal Information upon the Student's request (by e-mail) or if it is no longer required unless its required in order to fulfill the obligations of this Contract or is required in order to fulfill the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

The Student can make a privacy complaint by contacting BKSS via enaul BKSS will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within theiry (30) days of receipt of the complaint, in the event that the Student is not a statisfied with the resolution of the properties of the properties of the properties of the complaint the statistic of the compla

Insurance
BKSS shalt:
(a) have Public Liability insurance of at least one million dollars
(\$1m); and
(b) whenever requested in writing by the Student, will produce evidence that such insurance is effected and maintained.

"evidence that such insurance is effected and maintained. Limitation of Liability In no circumstances shall BKSS be liable for any personal injury resulting in injury or death, loss and/or damage or expense arising out of or caused by any act or omission of an employee of the Student whether or not any such act or omission is negligent. The Student hereby disclaims any right to rescrid, or cancel any Agreement with BKSs or to sue for damages or to dain restitution arising out of any inadvertent misrepresentation made to the Student by BKSs. and the Student acknowledges that the Course BKSS undertakes to act in all professional matters as a faithful consultant to the Student, whose interests will be watched over which still and care. Notwithstanding, BKSS shall only be liable to the Student for the consequences of any negligent act, omission or statement of BKSS, and then only to the extent and limitations referred to herein.

statement of BKSS and then only to the extent and limitations referred to herein.

Subject to dause 17 BKSS shall be under no lability whatsoever to the Student for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Student arising out of a breach by BKSS of these terms and conditions (alternatively BKSS' liability shall be limited to damages which under no circumstances shall exceed the Fee).

The liability of BKSS shall cover only direct loss or damage in respect of the Services, or other matters arising directly from the scope of the Services agreed in the quotation, and then only to the maximum limit specified as per clause 22.4. All references herein to loss or damage shall be deemed to exclude loss or damage sustained by any third party in respect of which the Student is liable and responsible (as between the Student and the third party) whether by statute, contract for or otherwise. The health of the Student shall expire twelve (12) months from the student of the lability of BKSS, specifying a negligent act, omission or statement said to have caused alleged loss or damage sustained or sustainable.

General

BKSS, Spednyng a negligent act, omission or statement said to have caused alleged loss of damage sustained or sustainable.

General

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 is right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, viol. illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impared dilines and any contract to which they apply shall be governed by the lews of Queensland, the state in which MKSS has its principal place of business, and are subject to the jurisdiction of the Marcochydore District Courts of Queensland. BKSS may incene and/or assign all or any part of its rights and/or obligations under this Contract without the Student's consent. The Student cannot licence or assign without the written approval of BKS. Institutent agrees that BKSS may amend their general terms and honditions for subsequent future contracts with the Student accepts such changes, or otherwise at such time as the Student makes a further request for BKSS to provide Services to the Student waiter party shall be liable for any default due to any act of Government of the party shall be liable for any default due to any act of Government of the subject of the party waiter of the party shall be liable for any default due to any act of Government and the party shall be liable for any default due to any act of Government and the party shall be liable for any default due to any act of Government and the party shall be liable for any default due to any act of Government and the party shall be liable for any default due to any act of Government and the party shall be liable for any default due to any act of Government and the party shall be liable for any default due to any act of Government and the party shall be liable for any default due to any act of Governmen