

# **CITEC Confirm Client User Application Vehicle and Vessel Management System** *Transport Operations (Road Use Management) Act 1995 Transport Operations (Marine Safety) Act 1994*

Note: CITEC Confirm is an approved provider of vehicle and ship registration information for the Department of Transport and Main Roads (TMR). Once completed, this application is to be returned to CITEC Confirm by: Email: confirm@citec.com.au or by post: CITEC Confirm, GPO Box 279, BRISBANE QLD 4001 Written advice will be sent to you as to whether or not your application has been approved.	2. Responsible person Details must be those of the individual or company that is the proprietor/trustee of the business/trust. Individual/Company name (The company must have a status of registered and a future renewal date on the ASIC website before you lodge the application).
Your company/business must have a status of registered and a future renewal date on the Australian Securities and Investments Commission (ASIC) website before you lodge this application.	Residential/Business address
I. Applicant details Business/Company name	Postcode Does the above individual or organisation have a CRN? Yes
Business address	<ul> <li>No</li> <li>3. The applicant is one of the following client user types and requires details kept by the chief executive for the purpose/s listed.</li> <li>Please tick the relevant box:</li> </ul>
Postcode Postal address (if same as business address, please write 'as above') Postcode Australian Company Number (ACN) or Australian Business Number (ABN) (please attach current ASIC certificate)	<ul> <li>Lawyer</li></ul>
Name of preferred contact person for the applicant	<ul> <li>that information about the registered operator of a vehicle o ship is required.</li> <li>Note: You must attach to this application a copy of a current practising certificate issued by a law society (in Australia) for the Principal lawyer o the firm.</li> </ul>
Position title Contact phone number Drganisation's email contact address	<ul> <li>Insurance entity</li> <li>Permitted purpose of access:</li> <li>For litigation or proposed litigation relating to an incident involving a vehicle or ship</li> <li>For litigation or proposed litigation relating to fraudulent activities of the registered operator of a vehicle or ship</li> <li>Where a court has decided, in the course of a proceeding,</li> </ul>
Does the above organisation have a Customer Reference         Number (CRN)?         This CRN is your organisation's reference number issued by         TMR.         Yes         Image: State above applicant a registered business or trust?         Yes         Image: Go to 2         No         Image: Go to 3	<ul> <li>White a court has decided, in the course of a proceeding, that information about the registered operator of a vehicle o ship is required.</li> <li>Note: An insurance entity must be a body corporate that is authorised under the <i>Insurance Act 1973 (Cth)</i> to carry on insurance business and issues insurance policies for vehicles that are registered to be used on a road. Insurance entities must be registered as an insurer with the Australian Prudential Regulation Authority (APRA).</li> </ul>

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If you are an agent of an APRA registered insurance entity then we will accept letters of authority from the insurance entity, that has engaged your services to confirm that such a service arrangement exists. At a minimum the letter from the insurance entity must:

- a. be on official letter head from an APRA registered general insurance entity
- confirm that the agent has been engaged to conduct insurance services on behalf of the insurance entity and conduct of such services typically requires registration information from TMR
- c. be signed by the Chief Executive Officer or Director of the insurance entity.

If you are engaged by a number of insurance entities then corresponding letters of authority must be obtained from each company.

#### Insolvency entity

Permitted purpose of access:

- For exercising powers under the *Bankruptcy Act* 1996 (*Cth*) in relation to bankruptcy
- For exercising powers under the provisions of the *Corporations Act 2001 (Cth)* in relation to external administration specific to the registered operator of a vehicle or ship.

**Note:** You must attach to this application a current Certificate of registration as a trustee under the Bankruptcy Act (Cth).

#### An authorised statutory entity.

- An entity established under an Act of Queensland, or a law of another State of the Commonwealth, that enforces a law about vehicles or the parking of vehicles in an area under its control
- An entity that has lawful access, under an Act or an arrangement approved by the chief executive, to details kept by the chief executive in the register.

#### Permitted purpose of access:

• To allow an authorised statutory entity to enforce legislation involving a vehicle or ship.

**Note:** You must attach to this application a request on official letterhead signed by the Chief Executive Officer or their delegate (with the authority to enter into contracts and agreements on behalf of an authorised statutory entity) detailing the legislation you are administering and any legislative powers that may compel TMR to provide the information. Please also include any previous arrangements you may have been issued.

# 4. The applicant requires the following type/s of access:

#### On-line

(searches can only be performed by using the vehicle/ship registration number)

**Note:** For security purposes, infrequent users of the On-line service may have their access removed.

Assisted

(Searches can be performed by using the vehicle/ship registration number or the registered operator's name. If approved, this type of access requires the remittance of a completed *Release of Information Request for Vehicle/ Recreational Ship Registration Records Application* (form F3522) and supporting documents, on each occasion that a search is required, for manual processing by CITEC Confirm).

#### 5. Public Access Agreement

Access to and use of extracts from the Vehicle and Vessel Management System is subject to the conditions set out in the attached Public Access Agreement.

Your *CITEC Confirm Client User Application* must be accompanied by a Public Access Agreement that has been completed and signed by an appropriate representative (see question 6) of the applicant organisation.

#### 6. Declaration

The following persons must have the authority to enter into contracts and agreements between their organisation and TMR. Appropriate authorised signatories include:

Lawyer - the Principal of the law firm.

**Insurance entity** - Chief Executive Officer or Director of the insurance entity.

Insolvency entity - Chief Executive Officer or Director.

An authorised statutory entity - Chief Executive Officer or delegate.

I declare that the information provided in this application is complete, true and correct in every detail.

Full name of signatory

Position title

Email address

Contact phone number

Signature (physical signature only, digital signatures will not be accepted)

Date

/ /

**Please note:** You must also sign and date page 9 after you have read and agreed to abide by all conditions in the Public Access Agreement outlined on pages 3-9.

It is an offence under the Transport Operations (Road Use Management) Act to state anything or give a document to an authorised person if you know it contains false or misleading information. The maximum penalty may be more than \$7000.

**Privacy Statement:** TMR provides this form under the Transport Operations (Road Use Management) Act and the Transport Operations (Marine Safety) Act so that you may request access to details kept by the chief executive in the register of motor vehicles and ships. The information collected on this form is accessible by authorised TMR officers and may be disclosed to CITEC. TMR will not disclose your personal details to any other third parties without your consent unless required to do so by law.

# Department of Transport and Main Roads Vehicle and Vessel Management System Public Access Agreement

It is agreed:

- 1. Definitions
  - 1.1 In this Agreement unless the contrary intention appears:

Agreement means this Public Access Agreement, the User Application and the Approval Letter

Approval Letter means the letter from the Chief Executive approving the User Application

**Authorised Officer** means a person notified to TMR by the Client User in accordance with clause 11.5

Business Day means a day other than a public holiday in Queensland, or a Saturday or Sunday

**Chief Executive** means the chief executive of TMR and a person authorised for and on behalf of the chief executive

**CITEC** means the Centre for Information Technology and Communications which is a Public Access Provider and which by agreement with TMR allows Client Users electronic access to the Vehicle and Vessel Management System to obtain an Extract

**Claim and Loss** means all claims, demands, actions, costs, losses (including consequential losses calculated by reference to loss of profit, revenue, goodwill or business opportunities and damage to reputation), damages or expenses (including any legal fees on a full indemnity basis and amounts paid in settlement of claims and satisfaction of judgements) of every kind incurred or suffered by any person

**Client User** means a client user as defined under the TORUM Regulation and who is the entity named in the Approval Letter

**Commencement Date** means the date of the approval of the Client User to obtain Extracts given by the Chief Executive and specified in the Approval Letter

Expiry Date means the date when the Term ends

**User Application** means the CITEC Confirm Client User Application form issued by TMR and completed by the Client User

**Extract or Extracts** means the data extracted from the Vehicle and Vessel Management System about Vehicle and Vessel Registrations and includes Personal Information

**Fee** means the fee set by the Public Access Provider for obtaining an Extract from the Vehicle and Vessel Management System

**Material Breach** means a breach of clause 3 (Grant of Access to the Vehicle and Vessel Management System, clause 5 (Use of the Extract), clause 6 (Confidentiality), clause 7 (Warranties and Acknowledgements), clause 8 (Records and Audit Rights), clause 12 (Subcontracting, Assignment and Novation) and clause 13 (Right of Removal)

**Permitted Purpose** means the purpose approved by the Chief Executive and notified to the Client User in the Approval Letter

**Personal Information** means the following in relation to a vehicle's or vessel's current or previous registered operator:

- a. the person's or the organisation's name and address details, whether in full or in part
- b. the expiry date of the vehicle registration.

**Public Access Provider** means a public access provider as defined under the TORUM Regulation

**Vehicle and Vessel Management System** means the database systems, for which TMR is the custodian, that record and display the details of motor vehicles and vessel registrations within Queensland

Term means three years from the Commencement Date

**TMR** means the State of Queensland acting through the Department of Transport and Main Roads

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**TORUM Regulation** means the *Transport Operations (Road Use Management – Vehicle Registration) Regulation 2021.* 

- 1.2 In this Agreement:
  - a. a reference to a person disclosing information to a third party includes the person permitting the third party to access that information
  - b. words in the singular include the plural and vice versa
  - c. words importing a gender include any other gender
  - d. all dollar references refer to Australian currency
  - e. a reference to any statute, act or legislation includes any subordinate statute, act or legislation made under it and any statute, act or legislation amending, consolidating or replacing it
  - f. a reference to a document includes all agreed amendments or supplements to, replacements or novations of, that document
  - g. a reference to an individual or person includes a corporation or other legal entity
  - h. a reference to days means Business Days
  - i. a reference to a whole of any thing (including any right) includes a part of that thing
  - j. a reference to 'consent' means prior written consent
  - k. the words **including** and **includes** and any variants of those words, will be read as if followed by the words **without limitation**
  - I. clause headings have been included for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement
  - m. if any expression is defined, other grammatical forms of that expression will have corresponding meanings
  - n. if the Agreement expressly or impliedly binds more than one person then it shall binds such persons jointly and severally.

#### 2. Term of Agreement

2.1 This Agreement shall commence on the Commencement Date and shall continue for the Term unless earlier terminated in accordance with this Agreement.

#### 3. Grant of Access to the Vehicle and Vessel Management System

- 3.1 Subject to the terms of this Agreement, TMR grants the Client User access to the Vehicle and Vessel Management System.
- 3.2 The Client User must not access the Vehicle and Vessel Management System other than to obtain an Extract to use for the Permitted Purpose, without the prior written approval of TMR or unless required or authorised by State or Commonwealth law or pursuant to this Agreement.
- 3.3 The Client User must promptly notify the Public Access Provider of any difficulties which may affect the use of the Vehicle and Vessel Management System.
- 3.4 The Client User must comply with all directions of the Chief Executive in respect of the use of the Vehicle and Vessel Management System.
- 3.5 Client User must:
  - a. ensure only persons appropriately trained are permitted to access the Vehicle and Vessel Management System
  - b. keep a register of persons allowed to access the Vehicle and Vessel Management System.
- 3.6 The Chief Executive may, in the Chief Executive's absolute discretion, refuse access to the Vehicle and Vessel Management System by the Client User.

#### 4. Payment of Fee

4.1 The Client User must pay the Fee for obtaining the Extract to the Public Access Provider.

# 5. Use of the Extract

- 5.1 The Client User must not use an Extract other than for the Permitted Purpose, without the prior written approval of TMR or unless required or authorised by State or Commonwealth law or pursuant to this Agreement.
- 5.2 If the Client User is required to disclose the Extract in accordance with clause 5.1, the Client User will:
  - a. immediately notify TMR if the Client User becomes aware that a disclosure of the Extract is or may be required or authorised by State or Commonwealth law provided the notification will not be required where a law of the State or Commonwealth prevents or prohibits such notification
  - b. take all steps necessary to maintain the confidentiality of the Extract to the greatest extent possible.

# 6. Confidentiality

- 6.1 The Client User must:
  - a. not disclose an Extract to any third party without prior written approval from TMR or unless required or authorised by State or Commonwealth law or pursuant to this Agreement
  - b. use reasonable endeavours to ensure that the Extract is protected against loss and against unauthorised access, use, modification, disclosure or other misuse
  - c. ensure that the Extract is only kept for as long as it is required for the Permitted Purpose or as otherwise required by State or Commonwealth law and must destroy the Extract or permanently de-identify Personal Information in the Extract, in a secure manner that prevents any reading, access or use of that Personal Information by any other party immediately that it is no longer required for the Permitted Purpose and its retention is no longer otherwise required by State or Commonwealth law
  - d. comply with such other privacy and security measures as TMR reasonably advises in writing from time to time.

#### 7. Warranties and Acknowledgements

- 7.1 The Client User represents and warrants to TMR that there are no claims or investigations pending or threatened against it or by it which may have a material effect on the subject matter of this Agreement.
- 7.2 The Client User acknowledges that:
  - a. TMR makes no representations or warranties about whether access to the Vehicle and Vessel Management System will be provided
  - b. TMR does not warrant that the Vehicle and Vessel Management System will be free from defects or viruses
  - c. all use of the Extracts or the Vehicle and Vessel Management System is at the Client User's own risk
  - d. the information released under this Agreement is the best available at the time of the release
  - e. TMR makes no representations or warranties about the accuracy of the Extract, completeness of the Extract, suitability for the Permitted Purpose or that it pertains to the person, vehicle, licence, organisation, incident or other aspect which is the intended subject of the Extract from the Vehicle and Vessel Management System
  - f. the provision of access to the Vehicle and Vessel Management System is dependent upon telecommunication services and information technology services provided by third parties that are not under the control of TMR. The Client User will not hold TMR liable for any Claim and Loss arising from a breach of this Agreement by TMR that is attributable to the actions or inactions of such third parties.

#### 8. Records and Audit Rights

- 8.1 Subject to the obligations of the Client User under clause 6.1c., the Client User must collect and retain all records, documents and information necessary to substantiate, to the reasonable satisfaction of TMR, compliance with the terms and conditions of this Agreement for a period of five years.
- 8.2 TMR may, by 10 days notice require the Client User to provide records, documents and information directly related to this Agreement.

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- 8.3 Upon being given 10 days notice, the Client User must allow TMR, its officers or its delegate (**the Auditors**), at TMR's cost, access to any premises at which the Client User has access to or uses the Extract or maintains records in order to inspect the Client User's premises, records, documents, computer systems, equipment and other property to verify compliance with this Agreement, provided that any access is on the following conditions:
  - a. the Auditors may only access such premises and audit the Client User's compliance with this Agreement once per calendar year unless TMR has reasonable grounds to believe that the Client User has breached or is likely to breach an obligation under this Agreement, in which case the Auditors may access such premises and audit the Client User's compliance with this Agreement more than once per calendar year
  - b. the Auditors must not unreasonably interfere with the Client User's activities or the activities or any other person at such premises
  - c. the Auditors must be bound by obligations of confidentiality.
- 8.4 The Auditors may make copies of relevant materials including books, records and documents to the extent reasonably necessary to verify the Client User's compliance with this Agreement and the Client User must provide the Auditors with the necessary facilities to enable them to do so.
- 8.5 Any disclosure to the Auditors made by the Client User under this Agreement will not constitute a breach of any of the Client User's obligations under clause 5 or clause 6.
- 8.6 Provided the conditions in this clause 8 are satisfied, the Client User must cooperate fully with the Auditors to enable them to exercise the rights under this clause 8.

# 9. Liability and Indemnity

- 9.1 The Client User agrees that TMR has no liability (whether arising from a breach of contract, negligence or any other tort, in equity or otherwise) to the Client User in relation to:
  - a. the content, accuracy or timeliness of the Extract
  - b. access to the Vehicle and Vessel Management System.
- 9.2 TMR's liability for breach of any term, condition or warranty implied by law (including statute) in connection with the supply of the Extract:
  - a. if liability may be lawfully excluded, it is excluded
  - b. if liability may not be lawfully excluded, it is limited at the option of TMR to supplying the Extract again.
- 9.3 The Client User agrees not to take any legal action against TMR for any Claim and Loss incurred or suffered by the Client User arising out of or in connection with this Agreement or use of an Extract other than in relation to personal injury, death or property damage caused by TMR or its agents.
- 9.4 The Client User indemnifies and shall keep indemnified TMR, TMR's contractors, officers, employees and agents in respect of any Claim and Loss (but excluding any consequential loss) incurred or suffered by TMR arising out of a breach of this Agreement or the unauthorised use of an Extract by the Client User. This indemnity will not cover any portion of such Claim and Loss that is caused or contributed to by the fraud, gross negligence or wilful misconduct (whether by act or omission) of, or on the part of, TMR as determined by a court of competent jurisdiction.

# 10. Suspension and Termination

- 10.1 Either Party may terminate this Agreement at any time by giving notice in writing to the other Party specifying the date from which the notice takes effect. To avoid any doubt, a Party may terminate this Agreement for any reason whatsoever, and is not required to give any reason for termination.
- 10.2 TMR may immediately terminate this Agreement by notice in writing to the Client User if:
  - a. in the reasonable opinion of TMR, the Client User has failed to remedy a breach (whether a Material Breach or not) of the Agreement within 20 days after a notice to remedy has been given by TMR specifying the breach
  - b. the Client User commits a Material Breach and within five days of receiving a notice to show cause from TMR the Client User fails to provide a reasonable cause in writing why the Agreement should not be terminated

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- c. the Client User commits a Material Breach of this Agreement which is not reasonably capable of being remedied
- d. the Client User becomes insolvent, subject to any form of external administration, or enters into an arrangement with its creditors, or otherwise takes advantage of any laws in force in connection with insolvent debtors
- e. the Client User is wound up, voluntarily or involuntarily
- f. the Contractor either wilfully or negligently provides information to TMR which is false or misleading in a material respect

# (each a Termination Matter).

- 10.3 Unless notified to the contrary by TMR and subject to the requirements of State and Commonwealth law, upon termination of this Agreement, the Client User must immediately destroy or return, all Extracts in its possession.
- 10.4 For the avoidance of doubt, the Client User acknowledges that the Record and Audit rights as set out in clause 8 of this Agreement may also be used to review the Client User's compliance with clause 10.3.
- 10.5 Termination of this Agreement will not affect any claim or action TMR may have against the Client User by reason of any prior breach of the Agreement and will not relieve the Client User of any obligation under this Agreement that is expressed to continue after termination.
- 10.6 If the breach by the Client User includes a breach of clause 3 (Grant of Access to the Vehicle and Vessel Management System), clause 5 (Use of the Extract) or clause 6 (Confidentiality), TMR may in addition to exercising any of its other rights under this clause 10 immediately suspend the access of the Client User to the Vehicle and Vessel Management System (**the temporary suspension**). The temporary suspension will continue until the occurrence of the earlier of the following:
  - a. the Client User has demonstrated to the reasonable satisfaction of TMR that the Client User has in relation to the breach of the relevant clause, made all reasonable endeavours to:
    - i. remedy the breach to the extent possible
    - ii. prevent the occurrence of similar breaches in the future.
  - b. TMR terminates the Agreement pursuant to any other provision of this clause 10.
- 10.7 If TMR imposes a temporary suspension pursuant to clause 10.6 it will notify the Client User promptly and in any event not later than two days after the commencement of the temporary suspension of the reasons for the temporary suspension.

# 11. Notices

- 11.1 Any notice, request, notification, consent or approval (**a notice**) under this Agreement must be in writing and may be sent by prepaid mail, fax, email or delivered by hand to the address specified in clause 11.4 below, or such other address as a party may subsequently notify to the other.
- 11.2 A notice will be deemed to be given if:
  - a. posted three days after the date of posting
  - b. delivered on the date of delivery
  - c. faxed on the date the sender's facsimile machine notes a complete and successful transmission
  - d. emailed at the time when the other party acknowledges receipt by any means.
- 11.3 A fax or email received after 5.00pm will be deemed to have been given on the next day.
- 11.4 Address of TMR [insert address]

Address of Client User – as specified on the Entitlement Application.

11.5 The Client User must appoint an Authorised Officer who is responsible for liaising with TMR in connection with this Agreement and notify TMR of the name, telephone number and email address of that person within seven days of the Commencement Date.

# 12. Subcontracting, Assignment and Novation

12.1 The Client User may not subcontract any of its rights or obligations under this Agreement except with the prior written consent of TMR.

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- 12.2 The Client User may not assign or novate its interest in this Agreement except with the prior written consent of TMR.
- 12.3 TMR may grant or refuse consent under clause 12.1 and 12.2 but such consent shall not be unreasonably withheld by TMR. TMR may however in its absolute discretion refuse to consent to any assignment, novation or subcontracting which in the reasonable opinion of TMR is primarily for the purposes of debt factoring or onselling debt.
- 12.4 If consent is provided by TMR for the Client User to subcontract any part of its rights or obligations under this Agreement, then the Client User shall:
  - a. be responsible for all subcontractors and shall not be relieved of its liabilities or obligations under this Agreement
  - b. ensure that all subcontractors are required to comply with requirements and obligations equivalent to or greater than those contained in this Agreement.

# 13. Right of Removal

- 13.1 TMR may, by written notice, instruct the Client User to remove an employee or subcontractor from having access to Extracts or undertaking work in relation to this Agreement where TMR reasonably believes that such employee or subcontractor has caused or is likely to cause a material breach of the terms or this Agreement (such notice shall detail the reasons for the instruction to remove).
- 13.2 Where TMR provides a notice under clause 13.1, the Client User must immediately comply with the notice and remove that employee or subcontractor from having access to Extracts or undertaking work in relation to this Agreement.
- 13.3 If the Client User fails to comply with a notice provided by TMR under clause 13.1, then TMR may terminate this Agreement in accordance with clause 10.

# 14. Public Access Agreement

- 14.1 TMR may update this Public Access Agreement from time to time during the Term by providing the Client User with a copy of the updated Public Access Agreement in electronic or hard copy.
- 14.2 The Client User will ensure that its employees, agents, contractors and other persons within its control are aware of the Client User's obligations under this Agreement to the extent that they are involved in handling the Extract and comply with this Agreement.
- 14.3 The Client User must immediately notify TMR upon becoming aware of any breach of this Agreement.

# 15. Entire Agreement

15.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings relating to the subject matter of this Agreement, whether verbal or in writing.

# 16. Parties Relationship

16.1 The Parties acknowledge that no relationship of partnership, agency or employment is expressly intended or to be implied into this Agreement.

# 17. Representations

17.1 The Client User must not represent itself, and must ensure that its employees, agents and contractors do not represent themselves as being an employee, partner, agent or legal representative of TMR.

# 18. Variation

18.1 The provisions of this Agreement shall not be varied, except by agreement in writing signed by the Parties.

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#### 19. Consents

19.1 Where, under this Agreement, the consent or approval of TMR is required to any act, omission, matter or thing, then unless expressly stated otherwise that consent or approval may be granted or withheld by TMR, or granted by TMR on and subject to such conditions as it determines, at its absolute and unfettered discretion and such consent or approval will not be effective unless in writing. However, where under this Agreement the consent or approval of TMR is required and the agreement provides that any such consent or approval will not be unreasonably withheld, then TMR will not unreasonably withhold any such approval or consent or unreasonably delay any such approval or consent.

#### 20. Costs

20.1 Where the terms of this Agreement require the Client User to perform any action or do any thing (including without limitation, providing reports), then the action or thing is to be performed or done at the Client User's sole cost unless expressly stated otherwise.

#### 21. Set-off

21.1 The Client User shall not be entitled by reason of any set-off, counter claim, abatement, or other similar deduction to withhold payment of any amount due under this Agreement.

#### 22. Further assistance

22.1 The Parties must do all things reasonably required to give effect to this Agreement.

#### 23. Compliance with all laws

23.1 The Client User must comply with all relevant laws in performing its obligations under this Agreement.

#### 24. Waiver

- 24.1 Any failure by a Party at any time to enforce a clause of the Agreement, or any forbearance, delay or indulgence granted by one Party to the other, will not constitute a waiver of the Party's rights.
- 24.2 No provision of this Agreement will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.
- 24.3 A waiver by a Party of a breach of any provision of this Agreement will not operate as a waiver of any subsequent breach of the same provision, nor as a waiver of any other provision.

#### 25. Governing law

25.1 This Agreement is governed by the laws of the State of Queensland in Australia and each Party submits to the jurisdiction of the courts of the State of Queensland.

# 26. Severability

26.1 If any part of this Agreement is determined to be invalid, unlawful or unenforceable for any reason, then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Agreement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

# 27. Survival

27.1 Any clause capable of surviving the Expiry Date or the termination of this Agreement will do so, including clauses 3, 5, 6, 7, 8, 9, 10, 12 and 25.

#### 28. Warranty of Authority

28.1 A person who signs this Agreement for and on behalf of a Party warrants that it is expressly authorised by that Party to enter into and sign this Agreement for and on behalf of that Party, and acknowledges that the other Party would not have entered into this Agreement but for that warranty of authority.

**Declaration:** On behalf of the Client User, I have read and agree to abide by all conditions set out in this Public Access Agreement.

Signature of Authorised Officer:

Date: \_\_\_\_ /\_\_\_ /\_

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