Additional Terms and Conditions to be read in conjunction with PEER’s “Host Employer Agreement” and “Privacy Policy”. The Privacy Policy is available to be viewed via PEER’s website www.peer.com.au. If there are any inconsistencies between the documentation then (subject to applicable legislation) the Terms and Conditions contained therein shall prevail.

1. **D****efinitions**
   1. **“Apprentices/Trainees”** shall mean any individual participating in the training program provided by PEER or sent by PEER to the Host Employer for placement on either a full-time, part-time, or temporary basis for the provision of on-the-job workplace environment and training, in accordance with this Contract.
   2. **“Apprenticeship/Traineeship”** means a form of structured entry level training which consists of training delivered under a formal training agreement in accordance with a mutually agreed training plan involving structured on the job training and/or off the job training.
   3. **“Confidential Information”** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party’s intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, “**Personal Information**” such as: name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
   4. **“Contract”** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
   5. **“Cookies”** means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client’s computer. **If the Host Employer does not wish to allow Cookies to operate in the background when using PEER’s website, then the Host Employer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
   6. **“Course”** shall mean any course provided by PEER to the Host Employer, and includes any advice or recommendations (and where the context so permits shall include any supply of Training Service and Course Work as defined below).
   7. **“Documentation”** means any goods, documents, designs, drawings, books, course materials and any other learning tools supplied, created or deposited incidentally by PEER in the course of it conducting, or supplying to the Host Employer, any Services.
   8. **“GST”** means Goods and Services Tax as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).
   9. **“Group Training Organisation (GTO)”** means an organisation providing a group training service to Apprentices, Trainees and Host Employers.
   10. **“Host Employer”** means the person/s, entities, business, organisation, or any person acting on behalf of and with the authority of the Host Employer (and shall include, Employer/s to be engaged for Private Apprentice/s that are not employed by PEER under a GTO arrangement) requesting PEER to provide any Apprentices/Trainees for placement, or “hosting”, with the Host Employer, as specified in this Contract, and:
       1. if there is more than one Host Employer, is a reference to each Host Employer jointly and severally; and
       2. if the Host Employer is a partnership, it shall bind each partner jointly and severally; and
       3. if the Host Employer is a part of a Trust, shall be bound in their capacity as a trustee; and
       4. includes the Host Employer’s executors, administrators, successors and permitted assigns.
   11. **“PEER”** means Peer Education Employment & Training Ltd T/A PEER,its successors and assigns or any person acting on behalf of and with the authority of Peer Education Employment & Training Ltd T/A PEER.
   12. **“Price”** means the Price payable (plus any GST where applicable) for the Services as agreed between PEER and the Host Employer in accordance with clause 5 of this Contract.
   13. **“Services”** mean all Services (including, but not limited to, co-ordinating Apprentice/Trainee hosting) supplied by PEER to the Host Employer at the Host Employer’s request from time to time.
   14. **“Training Service and Course Work”** shall mean all Training Services and Course Work supplied by PEER to the Host Employer, and includes any training (and where the context so permits shall include any provision of the Course as defined above).
2. **Acceptance**
   1. The parties acknowledge and agree that:
      1. they have read and understood the terms and conditions contained in this Contract; and
      2. the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Host Employer places an order for, or accepts delivery of any of PEER’s prescribed Services.
   2. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
   3. Where an agreement is subject to a private Apprentice engagement under training or upskill development then the Apprentice or their Host Employer will be responsible for the payment of their own text books.
   4. In all cases Certificates of Achievement will not be issued until PEER is in receipt of the full payment due and payable under the Contract.
   5. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Communications Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.
3. **Errors and Omissions**
   1. The Host Employer acknowledges and accepts that PEER shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
      1. resulting from an inadvertent mistake made by PEER in the formation and/or administration of this Contract; and/or
      2. contained in/omitted from any literature (hard copy and/or electronic) supplied by PEER in respect of the Services.
   2. In circumstances where the Host Employer is required to place an order for the Services, in writing, or otherwise as permitted by these terms and conditions, the Host Employer is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for the Services (whether they are made to order Documentation or not) ("**Host Employer Error**"). The Host Employer must pay for all Services it orders from PEER notwithstanding that such Services suffer from a Host Employer Error and notwithstanding that the Host Employer has not taken or refuses to take delivery of such Services. PEER is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Host Employer Errors.
4. **Change in Control**
   1. The Host Employer shall give PEER not less than fourteen (14) days prior written notice of any proposed change of ownership of the Host Employer and/or any other change in the Host Employer’s details (including but not limited to, changes in the Host Employer’s name, address, contact phone or fax number/s, change of trustees, or business practice). The Host Employer shall be liable for any loss incurred by PEER as a result of the Host Employer’s failure to comply with this clause.
5. **Price and Payment**
   1. The Price shall be as indicated on invoices provided by PEER to the Host Employer in respect of the Services supplied.
   2. At PEER’s sole discretion, a reasonable deposit will be required prior to commencement of training, in accordance with any quotation provided by PEER or as notified to the Host Employer prior to the placement of an order for the Services.
   3. All Apprentices/Trainees must complete timesheets to record their hours of work. PEER provides timesheets, however, the Host Employer may elect that their own timesheets are used, this can be accompanied (this must be with the express approval of PEER’s Finance Department prior to implementation). The Host Employer will responsible to check and sign the Apprentices/Trainee’s timesheets to ensure they have been accurately completed prior to submission to PEER.
   4. Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice by direct debit.
   5. Payment may be made by electronic/on-line banking, direct debit, credit card (no surcharge applies), or by any other method as agreed to between the Host Employer and PEER.
   6. PEER may in its discretion allocate any payment received from the Host Employer towards any invoice that PEER determines and may do so at the time of receipt or at any time afterwards.
   7. The Host Employer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Host Employer by PEER nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Host Employer must notify PEER in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as PEER investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in PEER placing the Host Employer’s account into default and subject to default interest in accordance with clause 10.1.
   8. Unless otherwise stated the Price does not include GST. In addition to the Price, the Host Employer must pay to PEER an amount equal to any GST PEER must pay for any supply by PEER under this or any other agreement for providing PEER’s Services. The Host Employer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Host Employer pays the Price. In addition, the Host Employer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
   9. The Host Employer acknowledges and agrees that the Host Employer’s obligations to PEER for the supply of Services shall not cease until:
      1. the Host Employer has paid PEER all amounts owing for the particular Services; and
      2. the Host Employer has met all other obligations due by the Host Employer to PEER in respect of all contracts between PEER and the Host Employer.
   10. Receipt by PEER of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then PEER ownership or rights in respect of this Contract shall continue.
6. **Compliance with Laws**
   1. The Host Employer and PEER shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities such as the RTO (Registered Training Organisation-PEER-RTO Code 45744) that may be applicable to the Services.
   2. The Host Employer agrees that the site will comply with any work health and safety laws and any other relevant safety standards or legislation.
   3. All staff employed by PEER is qualified to the standards required by the National Quality Council (or its successors) and meet the requirements of the RTO.
7. **Personal Property Securities Act 2009 (“PPSA”)**
   1. In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
   2. Upon assenting to these terms and conditions in writing the Host Employer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:
      1. all Documentation previously supplied by PEER to the Host Employer;
      2. all Documentation will be supplied in the future by PEER to the Host Employer and the proceeds from such Documentation; and
      3. all the Host Employer’s present and after acquired property being a charge, including anything in respect of which the Host Employer has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Host Employer to PEER for Services – that have previously been provided and that will be provided in the future by PEER to the Host Employer.
   3. The Host Employer undertakes to:
      1. promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which PEER may reasonably require to;
         1. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
         2. register any other document required to be registered by the PPSA; or
         3. correct a defect in a statement referred to in clause 7.3(a)(i) or 7.3(a)(ii).
      2. indemnify, and upon demand reimburse, PEER 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 Documentation charged thereby;
      3. not register a financing change statement in respect of a security interest without the prior written consent of PEER; and
      4. not register, or permit to be registered, a financing statement or a financing change statement in relation to the Documentation or the proceeds of such Documentation in favour of a third party without the prior written consent of PEER.
   4. PEER and the Host Employer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
   5. The Host Employer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
   6. The Host Employer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
   7. Unless otherwise agreed to in writing by PEER, the Host Employer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
   8. The Host Employer must unconditionally ratify any actions taken by PEER under clauses 7.3 to 7.5.
   9. Subject to any express provisions to the contrary (including those contained in this clause 7), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
8. **Security and Charge**
   1. In consideration of PEER agreeing to provide its Services, the Host Employer grants PEER a security interest by way of a floating charge (registerable by PEER pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Host Employer or owned by the Host Employer in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Services under this Contract and/or permit PEER to appoint a receiver to the Host Employer in accordance with the *Corporations Act 2001* (Cth).
   2. The Host Employer indemnifies PEER from and against all PEER’s costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising PEER’s rights under this clause.
   3. In the event that the Host Employer defaults or breaches any term of this Contract and as a result, the security provided in clauses 5.9,7.2 and 8.1 as applicable, is deemed insufficient by PEER to secure the repayment of monies owed by the Host Employer to PEER, the Host Employer hereby grants PEER a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Host Employer now, or owned by the Host Employer in the future, to secure the performance of the Host Employer of its obligations under these terms and conditions (including, but not limited to, the payment of any money.
9. **The Commonwealth Competition and Consumer Act 2010 (“CCA”) and Fair Trading Acts (“FTA”)**
   1. Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
   2. PEER acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
   3. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, PEER makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Services. PEER’s liability in respect of these warranties is limited to the fullest extent permitted by law.
   4. If the Host Employer is a consumer within the meaning of the CCA, PEER’s liability is limited to the extent permitted by section 64A of Schedule 2.
   5. If PEER is required to rectify, re-provide, or pay the cost of re-providing the Services under this clause or the CCA, but is unable to do so, then PEER may refund any money the Host Employer has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Host Employer which were not defective.
   6. If the Host Employer is not a consumer within the meaning of the CCA, PEER’s liability for any defective Services is:
      1. limited to the value of any express warranty or warranty documentation provided to the Host Employer by PEER at PEER’s sole discretion;
      2. otherwise negated absolutely.
10. **Default and Consequences of Default**
    1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at PEER’s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
    2. If the Host Employer owes PEER any money, the Host Employer shall indemnify PEER from and against all costs and disbursements:
       1. incurred; and/or
       2. which would be incurred and/or
       3. for which by the Host Employer would be liable;

in regard to legal costs on a solicitor and own client basis incurred in exercising PEER’s rights under these terms and conditions, internal administration fees, PEER’s Contract fees owing for breach of these terms and conditions’, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.

* 1. Further to any other rights or remedies PEER may have under this Contract, if a Host Employer has made payment to PEER, and the transaction is subsequently reversed, the Host Employer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by PEER under this clause 10 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Host Employer’s obligations under this Contract.
  2. Without prejudice to PEER’s other remedies at law PEER shall be entitled to cancel all or any part of any order of the Host Employer which remains unfulfilled and all amounts owing to PEER shall, whether or not due for payment, become immediately payable if:
     1. any money payable to PEER becomes overdue, or in PEER’s opinion the Host Employer will be unable to make a payment when it falls due;
     2. the Host Employer has exceeded any applicable credit limit provided by PEER;
     3. the Host Employer 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
     4. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Host Employer or any asset of the Host Employer.

1. **Cancellation**
   1. Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions **(“the Breaching Party”)** the other party may suspend or terminate the supply of Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
   2. If PEER, due to reasons beyond PEER’s reasonable control, is unable to deliver any Services to the Host Employer, PEER may cancel any Contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are delivered by giving seven (7) days written notice to the Host Employer. On giving such notice PEER shall repay to the Host Employer any money paid by the Host Employer for the Services. PEER shall not be liable for any loss or damage whatsoever arising from such cancellation.
   3. The Host Employer may cancel delivery of the Services by written notice served within forty-eight (48) hours of placement of the order and prior to commencement of the Services. If the Host Employer cancels delivery in accordance with this clause 11.3, the Host Employer will not be liable for the payment of any costs of PEER, except where a deposit is payable in accordance with clause 5.2.
   4. Cancellation of orders for Documentation made to the Host Employer’s specifications, will not be accepted once production has commenced, or an order has been placed.
2. **Privacy Policy**
   1. All emails, documents, images or other recorded information held or used by PEER is Personal Information, as defined and referred to in clause 12.3, and therefore considered Confidential Information. PEER acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (“the Act”) including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area (“EEA”), under the EU Data Privacy Laws (including the General Data Protection Regulation “GDPR”) (collectively, “EU Data Privacy Laws”). PEER acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Host Employer’s Personal Information, held by PEER that may result in serious harm to the Host Employer, PEER will notify the Host Employer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Host Employer by written consent, unless subject to an operation of law.
   2. Notwithstanding clause 12.1, privacy limitations will extend to PEER in respect of Cookies where the Host Employer utilises PEER’s website to make enquiries. PEER 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 Host Employer’s:
      1. IP address, browser, email client type and other similar details;
      2. tracking website usage and traffic; and
      3. reports are available to PEER when PEER sends an email to the Host Employer, so PEER may collect and review that information (“collectively Personal Information”).

If the Host Employer consents to PEER’s use of Cookies on PEER’s website and later wishes to withdraw that consent, the Host Employer may manage and control PEER’s privacy controls via the Host Employer’s web browser, including removing Cookies by deleting them from the browser history when exiting the website.

* 1. The Host Employer agrees for PEER to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Host Employer in relation to credit provided by PEER.
  2. The Host Employer agrees that PEER may exchange information about the Host Employer with those credit providers and with related body corporates for the following purposes:
     1. to assess an application by the Host Employer; and/or
     2. to notify other credit providers of a default by the Host Employer; and/or
     3. to exchange information with other credit providers as to the status of this credit account, where the Host Employer is in default with other credit providers; and/or
     4. to assess the creditworthiness of the Host Employer including the Host Employer’s repayment history in the preceding two (2) years.
  3. The Host Employer consents to PEER being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
  4. The Host Employer agrees that personal credit information provided may be used and retained by PEER for the following purposes (and for other agreed purposes or required by):
     1. the provision of Services; and/or
     2. analysing, verifying and/or checking the Host Employer’s credit, payment and/or status in relation to the provision of Services; and/or
     3. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Host Employer; and/or
     4. enabling the collection of amounts outstanding in relation to the Services.
  5. PEER may give information about the Host Employer to a CRB for the following purposes:
     1. to obtain a consumer credit report; and/or
     2. allow the CRB to create or maintain a credit information file about the Host Employer including credit history.
  6. The information given to the CRB may include:
     1. Personal Information as outlined in 12.3 above;
     2. name of the credit provider and that PEER is a current credit provider to the Host Employer;
     3. whether the credit provider is a licensee;
     4. type of consumer credit;
     5. details concerning the Host Employer’s application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
     6. advice of consumer credit defaults (provided PEER is a member of an approved OAIC External Disputes Resolution Scheme), 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 Host Employer no longer has any overdue accounts and PEER has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
     7. information that, in the opinion of PEER, the Host Employer has committed a serious credit infringement; and/or
     8. advice that the amount of the Host Employer’s overdue payment is equal to or more than one hundred and fifty dollars ($150).
  7. The Host Employer shall have the right to request (by e-mail) from PEER:
     1. a copy of the Personal Information about the Host Employer retained by PEER and the right to request that PEER correct any incorrect Personal Information; and
     2. that PEER does not disclose any Personal Information about the Host Employer for the purpose of direct marketing.
  8. PEER will destroy Personal Information upon the Host Employer’s request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
  9. The Host Employer can make a privacy complaint by contacting PEER via e-mail. PEER 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 thirty (30) days of receipt of the complaint. In the event that the Host Employer is not satisfied with the resolution provided, the Host Employer can make a complaint to the Information Commissioner at www.oaic.gov.au.

1. **Service of Notices**
   1. Any written notice given under this Contract shall be deemed to have been given and received:
      1. by handing the notice to the other party, in person;
      2. by leaving it at the address of the other party as stated in this Contract;
      3. by sending it by registered post to the address of the other party as stated in this Contract;
      4. if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; or
      5. if sent by email to the other party’s last known email address.
   2. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
2. **Trusts**
   1. If the Host Employer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust (“Trust”) then whether or not PEER may have notice of the Trust, the Host Employer covenants with PEER as follows:
      1. the Contract extends to all rights of indemnity which the Host Employer now or subsequently may have against the Trust, the trustees and the trust fund;
      2. the Host Employer has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Host Employer against the Trust, the trustees and the trust fund. The Host Employer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
      3. the Host Employer will not during the term of the Contract without consent in writing of PEER (PEER will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
         1. the removal, replacement or retirement of the Host Employer as trustee of the Trust;
         2. any alteration to or variation of the terms of the Trust;
         3. any advancement or distribution of capital of the Trust; or
         4. any resettlement of the trust fund or trust property.
3. **General**
   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, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
   2. These terms and conditions and any Contract to which they apply shall be governed by the laws of South Australia, and are subject to the jurisdiction of the courts in that state.
   3. PEER may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Host Employer’s consent provided the assignment does not cause detriment to the Host Employer.
   4. The Host Employer cannot licence or assign without the written approval of PEER.
   5. PEER may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Host Employer agrees and understands that they have no authority to give any instruction to any of PEER’s sub-contractors without the authority of PEER.
   6. The Host Employer agrees that PEER may amend their general terms and conditions for subsequent future Contracts with the Host Employer by disclosing such to the Host Employer in writing. These changes shall be deemed to take effect from the date on which the Host Employer accepts such changes, or otherwise at such time as the Host Employer makes a further request for PEER to provide Services to the Host Employer.
   7. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments, including but not limited to, any Government imposed border lockdowns, etc., (“Force Majeure”) or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Host Employer to make a payment to PEER, once the parties agree that the Force Majeure event has ceased.
   8. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
   9. The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
   10. If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.