

Services Agreement

THIS AGREEMENT is between

Parties

1300 CHEFHIRE PTY LTD (ABN:21219756483) c/- 293 Hay Street, East Perth WA 6004 ("ChefHire")

and

Any customer who has accepted the provision of labour hire from ChefHire

Background

- A. ChefHire carries on a business providing the services of chefs, kitchenhands, waitstaff and other hospitality staff to restaurants, bars and hospitality businesses.
- B. The Customer wishes to engage ChefHire to provide services, from time to time, on the terms and conditions set out in this Agreement.

Operative part

- 1. The Customer engages ChefHire and ChefHire agrees to provide Services to the Customer, at the Customer's request, from time to time on the terms and conditions set out herein and in consideration of the payment of the relevant Fee by the Customer.
- 2. The parties agree that the ChefHire Standard Terms and Conditions (February 2018 revision) shall apply and be incorporated into this Agreement.
- 3. Each party warrants and represents that:
 - (a) that it has read and understood the Agreement and that the Agreement imposes binding and valid legal obligations on it; and
 - (b) if signing as agent, the agent is authorised to sign this form for and on behalf of the relevant party.

ChefHire Standard Terms and Conditions

PLEASE NOTE: THESE TERMS AND CONDITIONS APPLY TO ALL AGREEMENTS FOR THE SUPPLY OF CHEFHIRE'S SERVICES AND ANY WORK ORDER PLACED WITH CHEFHIRE IS SUBJECT TO THESE TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, in the Agreement:

"**Agreement**" means the agreement between ChefHire and the Customer to which these Terms and Conditions apply or are incorporated;

"**Australian Consumer Law**" or "**ACL**" means the *Australian Consumer Law* within the meaning of the *Competition and Consumer Act 2010* (Cth) and/or the *Fair Trading Act 2010* (WA);

"**ChefHire**" means ww.ChefHire.com.au Pty Ltd (ACN 603 392 427) and its successors and assigns;

"**ChefHire Worker**" means any director, employee, agent or contractor of ChefHire;

"**Customer**" means the party named as the Customer in the Agreement (being the person requesting the provision of Services by ChefHire);

"**Default Event**" means any of the following:

- (a) the Customer fails to make a payment due to ChefHire under the Agreement;
- (b) the Customer is alleged to have breached any of the Customer's obligations under the Agreement and fails to remedy the alleged breach within 14 days of being given notice to do so by ChefHire;
- (c) the Customer makes or formally proposes to make arrangements with creditors;
- (d) execution is levied or enforced against any of the Customer's assets;
- (e) a receiver or manager is appointed over or in relation to the Customer or any of its assets;
- (f) the Customer ceases or suspends, or threatens to cease or suspend, conduct of its business in the normal manner;
- (g) the Customer commits an act of bankruptcy or otherwise becomes bankrupt or insolvent or enters voluntary administration; or
- (h) the Customer has commenced or resolved to commence winding up.

"**Fee**" means the amount, calculated in accordance with the Agreement, which is payable by the Customer for the Services provided by ChefHire in relation a Work Order;

"**GST**" means the goods and services tax as defined in the *A New Tax*

System (Services and Services Tax) Act 1999 (Cth);

"Intellectual Property" means all present and future rights in or in relation to copy right, trademarks, patents, designs, circuit lay outs and any other intellectual property rights or licences;

"Loss" means any and all damage, loss, injury, harm, liability, action, claims, proceedings, expenses, disbursements and/or costs (whether direct, indirect, consequential, incidental or otherwise), including arising out of a claim by a third party;

"Metropolitan Area" means within 30km from the Central Business District of a State or Territory capital city;

"Party" means a party to the Agreement;

"PPSA" means the *Personal Property Securities Act 2009* (Cth);

"PPSR" means the Personal Property Securities Register within the meaning defined under the PPSA;

"Prescribed Event" means any Acts of God, war, flood, fire, storms, natural disasters, riots, terrorism, strikes, criminal acts, accidents, industrial action, government restrictions, technical malfunctions, supply issues, transportation issues and other facts, circumstances, matters or things beyond Chef Hire's reasonable control;

"Related Entity" means a related entity as defined under the *Corporations Act 2001* (Cth);

"Restraint Period" means: (a) twelve months;

(b) six months; and

(c) two months;

after termination of the Agreement.

"Services" means the services provided or to be provided by Chef Hire through any Chef Hire Worker being of the nature of culinary and/or hospitality services;

"Terms and Conditions" means the terms and conditions set out in this document being the Chef Hire Standard Terms and Conditions (February 2018 revision);

"Work Order" means each particular assignment of work that the Customer requests Chef Hire to perform pursuant to the Agreement, which involves the provision of Services;

- 1.2 Unless the context indicates otherwise, in the Agreement:
- (a) a reference to the singular include the plural and vice versa;
 - (b) a reference to any gender include the other genders;
 - (c) a reference to a person includes a body corporate, firm or unincorporated association or authority;
 - (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns;
 - (e) a reference to any statute refers to that statute as amended from time to time;
 - (f) a reference to a numbered clause includes a paragraph, subparagraph or sub-clause;
 - (g) any other grammatical form of a defined word or phrase will have a corresponding meaning;
 - (h) a reference to writing includes email;
 - (i) any obligation entered into by two or more parties binds them jointly and each of them severally; and
 - (j) the headings contained in the Terms and Conditions are included for convenience only and do not affect the meaning or interpretation of these Terms and Conditions.

2. APPLICATION

2.1 Unless otherwise agreed in writing, all supplies or requests for the supply of Services and Work Orders shall be subject to these Terms and Conditions.

2.2 Unless otherwise agreed in writing, these Terms and Conditions embody the entire agreement between the parties in relation to the subject matter covered by these Terms and Conditions.

2.3 Under the Agreement, any special terms or conditions expressly agreed between the parties in writing shall take precedence over these Terms and Conditions to the extent of any inconsistency.

3. WORK ORDERS

3.1 The Customer may request the supply of Services from time to time by placing a Work Order with Chef Hire requesting that Chef Hire provide Chef Hire Workers to provide certain Services. A Work Order should detail the Services required and the number of Chef Hire Workers to be supplied.

3.2 Subject to the Agreement, a Work Order:

- (a) may only be placed via phone, fax, email, post, the Chef Hire website or other means of communication with Chef Hire's office; and
- (b) must not be placed directly with any Chef Hire Worker who is allocated to the Customer in relation to an existing or past Work Order.

3.3 The parties agree that:

- (a) the Agreement does not guarantee the acceptance of any Work Orders by Chef Hire;
- (b) the Customer shall inform the Chef Hire, in accordance with the Agreement, of any Work Order it seeks to be performed by Chef Hire in accordance with the Agreement;
- (c) Chef Hire shall notify the Customer, either verbally or in writing, of any Work Order which it accepts and agrees to perform; and
- (d) if Chef Hire accepts a Work Order and becomes unable or unwilling to perform the Work Order, Chef Hire will inform the Customer as soon as possible prior to the commencement of the Work Order however Chef Hire will not be liable for any Loss or inconvenience caused to the Customer.

4. CANCELLATION AND VARIATION BY CUSTOMER

4.1 The Customer:

- (a) may, subject to the Agreement, cancel or vary any Work Order by providing at least 24 hours' written notice to Chef Hire of the relevant cancelled or varied shift;
- (b) shall pay Chef Hire for any additional time required by the Customer in relation to a variation which is agreed with Chef Hire;

4.2 If a cancellation of a Work Order is received within 24 hours of the scheduled commencement of the relevant Work Order, then the Customer shall pay a minimum charge of five (5) hours at the rate which would otherwise have been charged in relation to the Work Order. The Customer shall additionally be liable for any transportation and other costs incurred in relation to the cancelled Work Order.

5. FEES

5.1 The Customer agrees to pay the Fee to Chef Hire in accordance with the Agreement for all Work Orders performed.

5.2 Chef Hire reserves the right to vary the Fees payable from time to time, for the supply of Services by Chef Hire Worker, without notice to the Customer.

5.3 Unless otherwise stated, the Fee and all other amounts quoted, advertised or invoiced by Chef Hire are exclusive of any applicable taxes or duties.

- 5.4 Unless otherwise agreed, the Fee will be payable by the Customer as follows:
- If ChefHire agrees to extend credit to the Customer, the date specified on any invoice as being the due date for payment or, in the absence of such a date, 7 days following the date of the invoice; or
 - otherwise, before the supply of the relevant Services.

5.5 Subject to the Agreement and unless otherwise agreed, in relation to the Fee for a Work Order, the Customer agrees that:

- the Customer shall pay ChefHire for the total time in which services are provided by each ChefHire Worker and in accordance with the applicable hourly or daily rates and charges (which may be set by ChefHire from time to time) with any usual hourly rates being billed in 15 minute increments;
- the Customer shall pay a minimum charge of:
 - five (5) hours at the applicable hourly rate for each ChefHire Worker supplied to the Customer for each shift in relation to a Work Order at an event or venue located within a Metropolitan Area; and
 - eight (8) hours at the applicable hourly rate for each ChefHire Worker supplied to the Customer for each shift in relation to a Work Order at an event or venue located more outside a Metropolitan Area;
- if a ChefHire Worker is required to work at an event or venue outside a relevant Metropolitan Area:
 - unless otherwise agreed with ChefHire, the Customer will be liable to pay the travel expenses of the ChefHire Worker and the Customer shall make the travel arrangements for the ChefHire Worker;
 - where travel is arranged by ChefHire, it will pay ChefHire, on a cost plus 10% basis, for any travel arranged by ChefHire; and
 - in relation to any Work Order in a regional or remote area, the Customer must book a minimum of 5 eight-hour shifts across five consecutive days in relation to each ChefHire Worker provided in relation to the Work Order.

6. GOODS AND SERVICES TAX (GST)

- 6.1 In addition to the Fee, the Customer agrees to pay to ChefHire an amount being the amount of GST payable in relation to any taxable supply made by ChefHire. Unless otherwise agreed by ChefHire, the Customer is liable to pay such an amount at the time when the Customer is liable to pay the Fee for any Services.

7. INVOICING AND PAYMENT

- 7.1 Any amount payable to ChefHire under the Agreement may be invoiced to the Customer.
- 7.2 Unless otherwise agreed or specified by ChefHire in writing, all amounts invoiced to the Customer must be paid to ChefHire in full within 7 days from the date of the invoice.
- 7.3 The Customer shall not make any payment directly to a ChefHire Worker involved in a past or present Work Order.
- 7.4 Any amount overdue and outstanding under the Agreement shall attract interest payable by the Customer at the rate of 15% per annum and such interest shall accrue on a daily basis until the outstanding amount is paid in full.
- 7.5 If any discount is provided to the Customer in relation to any invoice, it is provided on the condition that payment is made in full by the date required in accordance with the Agreement.
- 7.6 The Customer may not set-off any amount which the Customer is owed or claims to be owed by ChefHire from the Fee or any other amount owing by the Customer.

- 7.7 Any payment made by credit card will attract an additional fee of:
- 1.5% for payments by Visa or Mastercard; and
 - 2.5% for payments by American Express.

7.8 Any form of payment made to ChefHire other than cash shall be deemed not to have been received until that form of payment has been honoured or otherwise cleared.

7.9 The Customer will indemnify ChefHire for any Loss or damage incurred as a result of, or arising from, recovering any amounts due and payable to ChefHire from the Customer pursuant to the Agreement (including but not limited to legal costs on a full indemnity basis and debt collector fees).

8. FULFILMENT OF WORK ORDERS

- 8.1 In relation to a Work Order accepted by ChefHire, ChefHire will:
- subject to the Agreement, provide the Services of ChefHire Workers in accordance with the Work Order;
 - ensure that any ChefHire Worker performs the Services in relation to the Work Order in accordance with any reasonable directions given by the Customer;
 - take all reasonable steps to ensure that each ChefHire Worker is competent, experienced and qualified in the type of work they are undertaking for the Customer in relation to the Work Order;
 - take all reasonable steps to ensure that each ChefHire Worker acts in a professional manner and not otherwise act in a manner which would bring the Customer into disrepute;
 - take all reasonable steps to ensure that each ChefHire Worker wears any properly laundered uniforms provided by the Customer when performing the Services pertaining to the Work Order;
 - complete any standard documentation required by the Customer in relation to the Work Order and may charge the Customer for the time taken in doing so; and
 - ensure that each ChefHire Worker is paid their proper legal employee entitlements.

8.2 In relation to a Work Order accepted by ChefHire, the Customer shall (at its own cost):

- be responsible for the management and operation of its own business (including any kitchen operations, stock management and rostering) and ChefHire shall not be liable for any Loss where a ChefHire Worker is directed to perform these functions;
- provide such access to the Customer's premises or venue to ChefHire Worker to allow for the supply of Services;
- provide adequate supervision and assistance to ChefHire Workers to enable them to perform the Work Order;
- provide and launder any uniforms required to be worn by any ChefHire Worker;
- provide accommodation to a ChefHire Worker where a Work Order is to be performed outside the Metropolitan Area;
- ensure any accommodation provided to any ChefHire Worker is:
 - clean and tidy;
 - safe and secure; and
 - of a reasonable standard and in a good state of repair;
- arrange and provide transport including where a job is cancelled or a substitute ChefHire Worker is requested;
- provide all plant, materials and equipment needed for the Work Order to be performed;
- will within a reasonable time after a request by ChefHire, at its own cost, provide any documentation or information that

- ChefHire may reasonably require in connection with a Work Order;
- (j) provide such other assistance that may be reasonably required by Chef Hire or any Chef Hire Worker to facilitate the carrying out of a Work Order; and
- (k) bear all costs and expenses incurred in carrying on its own business.
- 9. ATTENDANCE OF CHEFHIRE WORKERS**
- 9.1 If a Chef Hire Worker does not arrive at the Customer's premises or venue in accordance with a Work Order:
- (a) the Customer must immediately inform Chef Hire by telephone; and
- (b) upon being notified by the Customer, Chef Hire will make reasonable efforts to find a suitable replacement Chef Hire Worker however will not be liable to the Customer for any Loss arising from any delay or any failure to find a replacement Chef Hire Worker.
- 9.2 The Customer shall notify ChefHire of any issues or concerns in relation to any Chef Hire Worker or their performance as soon as possible.
- 10. WORKPLACE SAFETY**
- 10.1 The Customer shall:
- (a) take all reasonable steps to ensure that the Customer, the Customer's employees provide a safe workplace and safe system of work;
- (b) ensure that it and its personnel will comply with all applicable workplace safety legislation, including but not limited to the *Occupational Safety and Health Act 1984 (WA)* and the *Occupational Safety and Health Regulations 1996 (WA)* (if applicable);
- (c) provide a basic safety induction to all Chef Hire Workers upon their first attendance at the Customer's premises; and
- (d) notify Chef Hire as soon as possible in the event of any injury or harm being sustained by any Chef Hire Worker.
- 10.2 If Chef Hire reasonably believes that any Chef Hire Worker is, in relation to a Work Order, at risk of harm at the Customer's premises or venue, Chef Hire may cancel the Work Order and shall not be liable to the Customer for any Loss or inconvenience caused thereby.
- 11. INSPECTION OF CUSTOMER'S PREMISES**
- 11.1 Upon reasonable request by Chef Hire, the Customer must make the Customer's premises or venue, at which Services will be supplied under a Work Order, available for inspection by Chef Hire or any Chef Hire Worker.
- 12. INSURANCE**
- 12.1 The Customer must effect and maintain a public liability insurance policy which provides liability cover of at least \$10,000,000 for any one incident and which covers the Customer and any Chef Hire Worker in relation to any liability arising out of any claim by any person in respect of:
- (a) injury or death to any person; or (b) loss or damage to property (including by theft), in connection with the Agreement or a Work Order.
- 12.2 The Customer must also effect and maintain all other policies of insurance that may be required by law.
- 12.3 The Customer must provide proof of, and certificates of currency for, each policy of insurance required to be held by the Customer under the Agreement to Chef Hire upon request.
- 13. NON-SOLICITATION AND EXCLUSIVITY**
- 13.1 Except with Chef Hire's written consent, the Customer agrees that it and any Related Entity of the Customer will not employ, engage, solicit, canvass or attempt to entice away any contractor or employee of Chef Hire during:
- (a) the duration of the Agreement; and
- (b) the Restraint Period after termination of the Agreement.
- 13.2 If the Customer or a Related Entity of the Customer offers employment or contractual work directly to a Chef Hire Worker within twelve (12) months of that Chef Hire Worker performing services for the Customer in accordance with a Work Order, this will be deemed a permanent work placement and the Customer will be immediately liable to pay to Chef Hire:
- (a) a placement fee of \$3500.00; and
- (b) an amount equivalent to 1 week's gross salary for the relevant Chef Hire Worker (plus GST).
- 14. DEFAULT**
- 14.1 The Customer must notify ChefHire of the occurrence, or likely occurrence, of a Default Event as soon as practicable.
- 14.2 Upon the occurrence of a Default Event, any monies payable by the Customer under the Agreement shall become immediately due and payable.
- 14.3 Where a Default Event occurs, in addition to any other rights or remedies, Chef Hire may in its discretion do any or all of the following:
- (a) refuse to provide or supply Services to the Customer and cancel or suspend any unfulfilled requests for Services;
- (b) vary or withdraw any approved credit limits or arrangements;
- (c) cancel or revoke any discount, rebate, or allowance provided to or due or payable to the Customer as at the date of the happening of the Default Event;
- (d) commence any debt recovery process or action as Chef Hire sees fit;
- (e) retain all other money paid on account of Services or otherwise (where applicable); and
- (f) terminate the Agreement.
- 15. LIABILITY FOR CONSUMER GUARANTEES**
- 15.1 The Customer may have rights, such as consumer guarantees, available to them under the Australian Consumer Law which may not be excluded or varied by these Terms and Conditions. For more information in relation to your rights under the ACL, please visit: <http://www.consumerlaw.gov.au>.
- 15.2 To the extent permitted by law, where liability for breach of a guarantee under the ACL can, in relation to the supply of goods or services other than of a kind ordinarily acquired for personal, domestic or household use or consumption, be limited, Chef Hire's liability (if any) arising from any breach of those guarantees is limited:
- (a) with respect to the supply of services, at Chef Hire's election:
- (1) to the supplying of the services again; or
- (2) to the payment of the cost of having the services supplied again;
- (b) with respect to the supply of goods, at Chef Hire's election:
- (1) to the replacement of the goods or the supply of equivalent goods;
- (2) to the repair of the goods;
- (3) to the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (4) to the payment of the cost of having the goods repaired.
- 16. LIMITATION OF LIABILITY AND RELEASES**
- 16.1 Under applicable State, Territory and Commonwealth law, including without limitation the ACL, certain statutory guarantees and

warranties, may be implied or may otherwise apply in relation to the Agreement ("**Non-Excludable Warranties**"). The parties acknowledge that nothing in these Terms and Conditions purports to modify or exclude the Non-Excludable Warranties and any additional rights provided to the Customer by these Terms and Conditions are in addition to those provided by Non-Excludable Warranties.

16.2 Except as expressly set out in these Terms and Conditions and except in relation to any Non-Excludable Warranties, ChefHire makes no express or implied warranties or guarantees and makes no other representations as to the quality or suitability of the Services.

16.3 Subject to these Terms and Conditions and to any Non-Excludable Warranties, to the fullest extent permitted by law, the parties agree that ChefHire shall not be liable or responsible for any Loss whatsoever (whether under statute, contract, tort or otherwise and including, without limitation, direct, incidental or consequential losses) caused by or in connection with or in relation to:

- (a) the supply or provision of Services;
- (b) any delay in supplying Services, including any delay caused by shortages or unavailability of any ChefHire Worker;
- (c) any advice, recommendation or information given to the Customer in good faith by ChefHire, its employees or agents, including any reliance placed on that advice;
- (d) any negligent act or omission of ChefHire or its employees or agents in connection with the Agreement;
- (e) any unlawful acts by a ChefHire Worker; and
- (f) ChefHire reasonably exercising its rights under these Terms and Conditions.

16.4 Subject to these Terms and Conditions, where liability cannot be excluded by law but may instead be limited, ChefHire's liability for any loss or harm caused to the Customer or its employees or agents in relation to or in connection with the Agreement or the supply of Services thereunder or is limited to, and shall not exceed, the relevant Fee under the Agreement.

17. INTELLECTUAL PROPERTY

17.1 Any Intellectual Property produced by or on behalf of ChefHire in connection with the supply of Services shall remain the property of ChefHire.

17.2 The Customer grants ChefHire the licence to use any of the Customer's Intellectual Property to the extent necessary to enable ChefHire to supply Services to the Customer under the Agreement.

17.3 The Customer warrants that any designs, specifications or instructions given to ChefHire in connection with the Agreement will not cause ChefHire to infringe any patent, registered design, trademark or other intellectual property and the Customer agrees to indemnify ChefHire against any action taken by a third party against ChefHire in respect of any such infringement.

18. INDEMNITY

18.1 The Customer, to the fullest extent permitted by law, indemnifies and shall keep indemnified, ChefHire and each of its directors, employees and agents from and against any and all Loss or damage whatsoever caused by, incidental to, arising out of or in connection with:

- (a) a breach of the Agreement by the Customer;
- (b) any negligent act or omission of the Customer, its employees, agents or contractors in connection with the Agreement; and
- (c) any steps taken by ChefHire to recover outstanding amounts owing by the Customer including, without limitation, any legal costs (on a solicitor and own client basis) and debt collection costs (including any collection commission payable).

18.2 Each indemnity given under these Terms and Conditions is a continuing obligation separate and independent from the other obligations of the Customer under the Agreement and shall each remain in force notwithstanding termination of the Agreement.

19. CUSTOMER'S WARRANTIES

19.1 The Customer warrants and represents:

- (a) that any information supplied by or on behalf of the Customer to ChefHire for the purpose of supplying Services is, to the best of its knowledge, true and correct;
- (b) except where the Customer informs ChefHire otherwise, that any Services are not being acquired for personal, domestic or household use or consumption;
- (c) that it has made its own investigations as to whether any Services are reasonably fit for any purpose for which they are supplied; and
- (d) that the Customer is not insolvent or bankrupt.

20. PRIVACY

20.1 ChefHire acknowledges the importance of maintaining the confidentiality of the Customer's personal information and the importance of any obligations it may have under the *Privacy Act 1988* (Cth) in relation to the collection, use and disclosure of the Customer's personal information.

20.2 The Customer agrees, authorises and consents to ChefHire:

- (a) collecting and using personal information about the Customer where that information is reasonably necessary for the purposes of performing its obligations under the Agreement;
- (b) collecting and using personal information for the purpose of sending marketing material to the Customer, except where the Customer informs ChefHire it does not wish to receive such material; and
- (c) collecting and using personal information for any other purposes agreed between the Customer and ChefHire or required by law from time to time.

20.3 The Customer acknowledges, consents and agrees that personal information, including personal credit information, provided to ChefHire may be collected, retained or disclosed to ChefHire's solicitors or agents and used for the following purposes: (a) the supply and marketing of Services by ChefHire;

- (b) facilitating the operation of Customer's account including verifying and checking the Customer's credit or payment status in relation to the provision of Services;
- (c) the processing of any payments, including establishing or maintaining any direct debit or credit facilities requested by the Customer;
- (d) enforcing ChefHire's legal rights and enabling the collection from the Customer of any amounts outstanding to ChefHire;
- (e) disclosing such information to ChefHire's agents, solicitors and insurers for the any of the above purposes; and
- (f) any other purposes agreed between the Customer and ChefHire or required by law from time to time.

21. TERMINATION

21.1 Either party may terminate the Agreement upon notice to the other party.

21.2 The termination of the Agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of the Agreement which is expressly or by its nature intended to continue in force after such termination, including but not limited to any indemnity or limitation of liability provided hereunder.

22. FORCE MAJEURE

22.1 If ChefHire is at any time prevented or delayed from performing any contractual obligation under the Agreement by reason of a Prescribed Event then the obligation is suspended during the period the Prescribed Event continues and such further period as is reasonable in the circumstances.

23. GOVERNING LAW AND JURISDICTION

- 23.1 The Agreement shall be governed by and construed in accordance with the laws in force in the State of Western Australia.
- 23.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia with regard to any dispute arising from or in connection with the Agreement.

24. VARIATION

- 24.1 Any variation or amendment to the Agreement must be in writing and signed by or on behalf of the parties.

25. SEVERABILITY

- 25.1 If any provision or part of the Agreement shall be void, illegal, invalid or otherwise unenforceable, that provision or part shall be deemed to be severed to the extent of the invalidity and the remainder of the Agreement shall remain effective.

26. WAIVER

- 26.1 No power or right under the Agreement is taken to be waived by a party except in writing signed by the party waiving the power or right.

27. MISCELLANEOUS

- 27.1 A party may not assign its rights or interests under the Agreement without the written consent of the other party and any purported assignment without written consent shall be of no effect.
- 27.2 Time is to be of the essence for all obligations of the Customer under the Agreement.
- 27.3 If the Customer under the Agreement is more than one person or entity, each person or entity (as the case may be) shall be jointly and severally liable to Chef Hire.
- 27.4 Unless otherwise agreed, any notice required to be given under the Agreement shall be in writing.
- 27.5 Each party will do all things necessary to give full effect to the Agreement.
- 27.6 This Agreement is not intended to create a partnership, joint venture or an agency relationship between the parties.