



ESCAPE SMASH & PLAY BUSINESS TERMS AND CONDITIONS

1 INTRODUCTION

- (a) Escape Smash Play Ballarat Pty Ltd ACN 660 996 636 t/a Escape Smash & Play Ballarat (**Escape Smash & Play, our, we or us**) provides a variation of recreational activities including but not limited to escape rooms, axe-throwing, smash rooms, and arcades (**Activities**). Activities are completed by the Client on a one-off casual basis. These terms and conditions (**Terms**) govern Escape Smash & Play Ballarat's supply of the Activities to you or where applicable, the person for whom you are the parent or guardian, (**the Client, you, your**).
- (b) By making a Booking or otherwise making payment for an Activity (**Booking**), you automatically become a Client of Escape Smash & Play Ballarat. Accordingly, you agree to be bound by these Terms.
- (c) We may change these Terms at any time by updating the Terms and Conditions page on our website, and your participation in the Activities following such an update will represent an agreement by you to be bound by the Terms as amended.

2 MAKING A BOOKING

- (a) To book an Activity, you must make payment for the Activity via our website or directly with us at reception in accordance with clause 7.
- (b) Once payment has been processed successfully, your Booking will be reserved for the Activity on the date and time selected by you.
- (c) To make a Booking for an Activity over our website, you may be required to provide personal information and details, such as your email address, first and last name, billing and postal addresses, mobile phone number, and other information as determined by us from time to time.
- (d) You warrant that any information given to us by you will always be accurate, honest, correct and up-to-date.
- (e) We may, in our absolute discretion, cancel your Booking for any reason, including for any failure to comply with these Terms.

3 PARTICIPATION IN THE ACTIVITIES

3.1 GENERAL

- (a) The types of Activities offered by us including Fees and details of inclusions, are as set out on our website from time to time or as communicated to you in writing.

3.2 PHOTOS AND VIDEOS

- (a) We may photograph or record at any time within the premises, including during your participation in the Activity, taking group or individual photos or video footage featuring you (**Media**).
- (b) Unless you provide written notice to us stating otherwise, you hereby consent to and acknowledge that:

- (i) we may use the Media and your image/s for the purpose of marketing and promotional material, including using the Media on our website, social media pages and other channels;
 - (ii) you assign (including as a present assignment of future copyright) and transfer to us all right, title and interest (including intellectual property rights) in and to the Media, free from any encumbrances or other security interests, including all rights, claims, demands, causes of action, rights of action past, present or future arising out of, or in relation to, the Media; and
 - (iii) you release us from, and indemnify us against, all claims, actions, demands and liabilities in relation to the creation of Media, which you may have against us.
- (c) You acknowledge that you may also photograph or record any part of an Activity (**Client's Media**). Accordingly, you acknowledge you must first obtain the consent of any participants featured in the Client's Media before filming.

4 DISCLAIMERS

- (a) **(Risk of injury)** You understand and acknowledge that participating in an Activity involves the potential to suffer physical injury, which may be serious or disabling. Participation in the Activity is at your own risk with full knowledge of the dangers involved, including, depending on the Activity selected by you, risk of physical injury, injury from equipment use, injury from contact with other participants, muscle and ligament strains, bruising, aggravation of a pre-existing injury, broken or fractured bones, illness due to the effects of the weather, including high heat and/or humidity, or even death.
- (b) **(Pre-existing injury)** If you have any pre-existing injury, medical condition or illness you must inform us before participating in an Activity. If participating in an Activity might increase your risk of further injury, or it is unsafe to you, you must not participate in the Activity. If you do participate in the Activity, you participate entirely at your own risk.
- (c) **(Consult medical professional)** We highly recommend consulting a medical professional before participating in any Activity, particularly in circumstances where you have a pre-existing medical condition, illness or injury that may place you at a greater risk of suffering an injury. Activities which may include axe-throwing, smash rooms, or escape rooms, can be strenuous on the body, particularly for ligaments and joints. If you have had or have any existing injuries that may be of concern, we strongly encourage you to obtain medical advice and clearance for activity that may place pressure and tension on your injured region. This is especially important if you have a weakened joint structure due to a past dislocation or if you are recovering from surgery involving your ligaments and/or tendons. Lower back, shoulder, wrist and knee injuries tend to be most commonly aggravated by this by this type of exercise. If you have had a dislocation or surgery within the past six months, we will require a medical clearance to participate.

5 PARTICIPANT'S OBLIGATIONS

5.1 CAPACITY AND AGE

- (a) You warrant that you:
 - (i) have the legal capacity and are of sufficient age to enter into a binding contract with Escape Smash & Play Ballarat; and/or;
 - (ii) are the parent or guardian of the Client who consents to this Agreement on behalf of the Client.
- (b) You acknowledge and agree that you must be:
 - (i) at least 18 years old to participate in the Activities without consent from a parent or legal guardian; or
 - (ii) at least 16 years old to participate in the Activities with the consent from a parent or legal guardian.
- (c) Subject to this clause 5.1, if you are a parent or legal guardian entering into these into these Terms on behalf of a participant who is under 18 years of age (**Under 18 Participant**):

- (i) you indemnify and hold harmless Escape Smash & Play Ballarat for any claim attempted to be made by the Underaged Participant on the basis of a claim that the Underaged Participant is a third party to these Terms (and otherwise indemnify us in accordance with these Terms); and
- (ii) you consent to us engaging with the Underaged Participant
- (iii) participant for the purpose of providing the Activities as set out in these Terms.

5.2 GENERAL

- (a) You must provide us with all documentation, information and assistance reasonably required for us to provide the Activities;
- (b) You must participate in any briefings and/or introductions as notified by us, which may include the signing of any waiver forms and acknowledging Escape Smash & Play Ballarat's premises rules prior to engaging in any Activities.
- (c) If you are the Client's parent or guardian and the Client is under the age of 18, you must ensure that the Client complies with these Terms, and agree to the Terms of this Agreement in respect of the Client.

5.3 INSTRUCTIONS AND SAFETY

You warrant that you:

- (a) will undertake an instructional consultation with our Personnel, if directed by us, prior to engaging in the Activities;
- (b) comply with any safety guidelines, instructions and/or rules that our Personnel provide to them;
- (c) do all things necessary to assist with the completion of an incident report where required by us;
- (d) stop participating in any Activities, and alert us or our Personnel, if you have any concerns about your health or safety or if you start feeling dizzy, faint, unwell or feel any unusual pain during the Activities; and
- (e) be responsible for your own safety and that of any person under the age of 18 years for whom you have signed responsibility.

HEALTH AND STATE OF THE PARTICIPANT

- (a) You acknowledge and agree that the Activities may include components that are intended for people who possess a minimum level of skill for the selected level of Activity. We at our absolute discretion, may refuse participation in the Activities to you, if we believe that your level of skill, or physical condition render the Activities unsuitable for you.
- (b) You must ensure that you have the necessary skill level for your selected Activity.
- (c) You warrant that you:
 - (i) are not pregnant and do not have a health condition which might have the effect of making it more likely that you will be involved in an accident or injury while participating in the Activities (**Condition**);
 - (ii) will notify us immediately if you develop a Condition;
 - (iii) are aware and agree that if you have a Condition, we might refuse you participation in some and/or all Activities;
 - (iv) are aware that the Activities, even when no accident occurs, may involve risk to health;
 - (v) will not participate in the Activities under the influence of drugs, alcohol or illicit substances; and
 - (vi) will not participate in the Activities, if ill, injured or feeling unwell.

5.4 USE OF PREMISES

You must:

- (a) only use the Premises in accordance with the instructions, requirements and policies of Escape Smash & Play Ballarat, as notified to you, including any rules and policies provided or published at the Premises;
- (b) not use abusive, offensive or threatening language or behaviour while at the Premises;
- (c) not make any alterations to, mark or damage the Premises or the equipment;
- (d) at all times wear clean clothing appropriate to the Activities you are undertaking and/or as instructed by us from time to time (clothing with offensive or inappropriate images are not permitted);
- (e) not enter the Premises under the influence of drugs or alcohol; and
- (f) not smoke, consume alcohol, drugs, foods, and/or chew gum at the Premises, unless in an area within the Premises designated for such consumption.

5.5 POSSESSIONS

- (a) You are responsible for your possessions while at the Premises. We will not be liable if any of your possessions are lost and/or stolen at the Premises.
- (b) Where you have stored your possessions at the Premises, we will not be liable if your possessions are lost and/or stolen. You leave any possessions at the Premises at your own risk.

5.6 CARPARK

You understand and warrant that you use any carpark facilities unsupervised and at your own risk. Escape Smash & Play Ballarat will not be liable for any loss or damage suffered by you in connection with your use of the carpark, even where Escape Smash & Play Ballarat is negligent, to the maximum extent permitted under Australian Consumer Laws.

6 LATE ARRIVAL

You acknowledge and agree that:

- (a) unless directed otherwise, you are required to book your Activities in advance via Escape Smash & Play Ballarat's website, in person at the Premises, or by contacting Escape Smash & Play Ballarat by phone or email;
- (b) you will have a guaranteed reserved spot on a particular time and day for the Activities that you have booked for;
- (c) if you arrive to a booked Activity more than 10 minutes after its scheduled start time, you may not be permitted entry and in such case will not be entitled to a refund or credit of the value of the Activity;
- (d) any missed Activities will be forfeited by you and we will not be required to reschedule such Activities

7 PAYMENT

7.1 FEES

- (a) You must pay the fees to us for the Activities you have chosen in the amounts, at the times and in the method set out on Escape Smash & Play Ballarat's website or as otherwise agreed in writing (**Fees**).
- (b) Payment of Fees for all Activities are required upfront at the time of Booking, unless otherwise agreed by the parties.
- (c) You will not be permitted entry into Activities if the relevant Fees have not been paid and received by us.
- (d) You will be entitled to cancel a Booking more than 12 hours prior to the start time of the Activity.
- (e) All Fees on our Website or otherwise advised to you are:
 - (i) in Australian Dollars; and

- (ii) subject to change prior to you completing a Booking of an Activity without notice.
- (f) Unless otherwise agreed in writing:
 - (i) if we issue an invoice to you, payment must be made by the time specified in such invoice; and
 - (ii) in all other circumstances, you must pay for all Activities prior to participation

7.2 ADMINISTRATIVE FEES

We reserve the right to charge you a 50% administrative fee for cancelling or rescheduling an Activity that you have booked for if such cancellation or rescheduling occurs less than 12 hours before the start time of your selected Activity.

7.3 CARD SURCHARGES

We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

7.4 ONLINE PAYMENT PARTNER

- (a) We may use third-party payment providers (**Payment Providers**) to collect payments for the Activities. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the Terms and privacy policy of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any mistakes in collecting your payment.
- (b) Accordingly, you acknowledge and agree that you will not be permitted entry or access to our Activities if the relevant Fees have not been paid and received by us or our Payment Provider.

7.5 PAYMENTS OTHER THAN FEES

You will be liable for and agree to pay the costs to repair or replace all or any part of the Premises or equipment that is damaged and such damage has been caused by:

- (a) you or in the case of a Premises hire, your guests;
- (b) the breach of these Terms by you or your guests; and/or
- (c) your failure to maintain the Premises in accordance with your obligations under these Terms or otherwise in accordance with the directions of Escape Smash & Play Ballarat.

7.6 INVOICES

If we issue an invoice to you, payment must be made by the time(s) specified in such invoice.

7.7 GST

Unless otherwise indicated, amounts stated on the website do not include GST. In relation to any GST payable for a taxable supply, you must pay the GST subject to us providing a tax invoice.

8 DEBT RECOVERY

If you do not pay an amount due under this Agreement on or before the date that it is due:

- (a) Escape Smash & Play Ballarat may seek to recover the amount due by referring the matter to debt collectors; and
- (b) you must reimburse Escape Smash & Play Ballarat for any costs it incurs, including any legal and debt collector costs, in recovering the amount due or enforcing any of its rights under this Agreement.

9 THIRD PARTY GOODS AND SERVICES

- (a) Any Service that requires us to acquire goods and services supplied by a third party on behalf of you may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) You agree to such Third Party Terms and agree to familiarise yourself with any Third Party Terms applicable to any such goods and services.

10 WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

11 REFUNDS, RESCHEDULING AND CANCELLATIONS

11.1 REFUNDS

You acknowledge and agree:

- (a) that the Fees are non-refundable for change of mind; and
- (b) that no refund will be given where an Activity is unused or missed by you.

11.2 CANCELLATIONS

- (a) We may need to reschedule an Activity at any time, including as a result of any decision of a government authority in relation to COVID-19 or any threat of COVID-19 beyond our reasonable control; for the purposes of repairs, cleaning, or maintenance. We will notify you as soon as possible if it needs to reschedule a booked Activity (**Notification**).
- (b) We reserve the right to cancel your Activity, provided that upon such cancellation we will refund to you any Fees which you have paid for Activities that were not held.
- (c) Where you have made a Booking for an Activity, you may cancel no later than 12 hours before the Activity start time. If you do not cancel your Booking before the 12-hour window your Booking will be considered used and you will not be entitled to a refund or transfer,
- (d) Changes to private functions require written notice to Escape Smash & Play Ballarat of at least 48 hours prior to the Booking. Cancellation for private functions made within 48 hours prior to the Booking will result in your forfeit of any deposit paid, or where no deposit has been paid, you incur a 50% cancellation fee.

12 INTELLECTUAL PROPERTY

- (a) You will not acquire Intellectual Property Rights in our IP under these Terms or as part of receiving an Activity.
- (b) For the purposes of this clause 12:
 - (i) **"Escape Smash & Play Ballarat IP"** means the Material produced, owned or licenced by Escape Smash & Play Ballarat prior to or developed in the course of providing the Activities, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to that Material.
 - (ii) **"Intellectual Property Rights"** means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, confidential information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the time of Booking, whether registered or unregistered.
 - (iii) **"Material"** means tangible and intangible information, documents, reports, drawings, designs, software (including source and object code), inventions, concepts, data and other materials in any media whatsoever.

13 LIABILITY AND INDEMNITY

13.1 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, our maximum aggregate liability to you in respect of loss or damage sustained by you under or in connection with these Terms is limited to the total Fees paid to us under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

13.2 INDEMNITY

- (a) You agree at all times to indemnify and hold harmless Escape Smash & Play Ballarat and its officers, employees, agents and contractors ("those indemnified") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by you or your:
 - (b) breach of these Terms; or
 - (c) negligent, fraudulent or criminal act or omission.

13.3 CONSEQUENTIAL LOSS

We will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with these Terms or any goods or services provided by us, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

13.4 RISK

- (a) Participating in the Activities involves the potential for injury and you are participating in Activities at your own risk with knowledge of the dangers involved, including but not limited to, physical injury, muscle and ligament strains, illness, bruising, falls, injury through equipment failure and even death.
- (b) You acknowledge that while Escape Smash & Play Ballarat uses its best endeavours to ensure that the premises and any facilities and/or equipment are free of faults and safety issues, there may be instances of equipment failure, and/or equipment. You agree that Escape Smash & Play Ballarat will not be liable for any loss or damage arising out of such circumstances, unless there is reckless disregard or gross negligence on Escape Smash & Play Ballarat's behalf.
- (c) You will bear all risk of loss or destruction of, or damage to, any equipment and/or other property and/or people arising out or contributed to by your participation in the Activities.

14 **WARRANTIES**

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement are excluded.
- (b) Nothing in this Agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Member may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

15 **PRIVACY**

- (a) You agree to be bound by our Privacy Policy, which is available [\[here\]](#).
- (b) You consent to us taking images and recording video footage of you for the following purposes only:
 - (i) promotion of the Escape Smash & Play Ballarat, Escape Smash & Play Ballarat events and advertising the associated products and services; and
 - (ii) publication on social media platforms or in newspapers, in trade and other journals and on websites and the internet for the purposes of professional advancement,in accordance with our Privacy Policy.
- (c) Please notify us if you do not wish footage or images of you to be taken or kept by us.

16 **DISPUTE RESOLUTION**

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

17 **FORCE MAJEURE**

- (a) If we become unable, wholly or in part, to carry out an obligation under these Terms (other than an obligation to pay money) due to a Force Majeure Event, we must give to you prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which we will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 17 the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) We will use our best endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of these Terms, a '**Force Majeure Event**' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of Escape Smash & Play Ballarat;

- (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
- (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of Escape Smash & Play Ballarat, to the extent it affects Escape Smash & Play Ballarat' ability to perform its obligations.

18 NOTICES

- (a) A notice or other communication to a party under this Agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this Agreement, or if no email address is specified in this Agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this Agreement as at the date of this Agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this Agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

19.2 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.3 SEVERANCE

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

19.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

19.6 COUNTERPARTS

This Agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this Agreement and all together constitute one agreement.

19.7 COSTS

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

19.8 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

19.9 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this Agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision; and
- (k) **(currency)** a reference to \$, or “dollar”, is to Australian currency, unless otherwise agreed in writing.

20 INTERPRETATION

In this Agreement, the following rules of interpretation apply:

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “**person**” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this Agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or

annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;

- (g) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(currency)** a reference to “\$” or “dollar” is to Australian currency;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision.

