
PREMIUM MONITORING SERVICE TERMS
SPECTUR PTY LTD (ACN 140 151 579)

1. APPLICATION OF TERMS

1.1 Application of Terms

- (a) These Premium Monitoring Service Terms (**Terms**) apply to and govern the supply of Monitoring Services as between Spectur and the Customer under a Contract.

1.2 Contract

- (a) The Premium Monitoring Service Order Form, received by Spectur from the Customer for the supply of Monitoring Services (**Order Form**), is only a document setting out the required information to enable Spectur to perform the works under this contract.
- (b) Upon receipt of the completed Customer Order Form, Spectur may decline the Order if, in its opinion acting reasonably, Spectur will not be able to deliver the Monitoring Services due to technical, safety, logistical or other related matters.
- (c) In the event Spectur is able to provide the Monitoring Services to the Customer, Spectur will issue to the Customer an invoice.
- (d) Acceptance of the invoice, whether in writing, by payment of Invoice or by acceptance of delivery of the Monitoring Services (whichever occurs earlier) is an acceptance of these Terms and an agreement is made which will comprise of the following documents:
- (i) The Order Form;
 - (ii) The Invoice; and
 - (iii) These Terms.
- (e) Where there is more than one Customer, those Customers are jointly and severally liable for all money payable under the Contract.
- (f) The Customer may not cancel or alter, in whole or in part, any order, request or other instructions provided to Spectur without Spectur's prior written consent.
- (g) Except to the extent expressly provided in these Terms, the Contract may not be amended or varied except in writing signed by both parties.
- (h) The Customer accepts that these Terms are the sole basis of the provision of Monitoring Services to the exclusion of any conditions of purchase appearing on any document of the Customer whether issued by the Customer before or after the date of the Invoice (including but not limited to those printed on any Customer request / order form. If the Customer provides terms and conditions in respect of the Monitoring Services, those terms and conditions will have not legal effect and will not comprise any part of the agreement between the Customer and Spectur in respect of the Monitoring Services.

1.3 Variation to Order by Customer

- (a) Any changes by the Customer to the Monitoring Services (including response procedures, call out options, contact details, monitoring address, site access arrangements) must be communicated to Spectur 30 days prior to the estimated date of service delivery.
- (b) Upon receipt of the Customer's request for changes, Spectur will issue an updated Premium Monitoring Service Order Form. Upon completion by the Customer setting out any changes and their effective date. If there are no changes to the pricing of Monitoring Service, Spectur is deemed to have accepted the updated Order

Form within 10 business days of receipt. If there are changes to pricing, Spectur is deemed to have accepted the updated Order upon payment of the revised invoicing for the variation to the Monitoring Services.

1.4 Changes to Terms by Spectur

- (a) Spectur may modify, supplement, or replace these Terms at any time, effective prospectively upon posting on its website and notifying customers by email. When changes to these Terms are posted, Spectur will revise the "Last Updated" date at the bottom of these Terms. If the changes result in a material adverse effect on the Customer, the Customer may within 30 days of receipt of notice from Spectur of the change issue a 30 days' notice to terminate the Contract and must immediately stop using Spectur's Monitoring Services. The continued use of Spectur's Monitoring Services shall constitute an acceptance of and agreement to the revised Terms.

2. VARIATION TO MONITORING SERVICES

Spectur may at any time revise the manner in which the Monitoring Services are performed provided it does not impair Spectur's performance or delivery of the Order.

3. DELIVERY OF MONITORING SERVICES

- 3.1 Spectur and its Premium Monitoring Service provider will provide the Monitoring Services to the locations set out in the Order Form in accordance with clause 3.4.
- 3.2 Spectur and its Premium Monitoring Service provider agree to use due care and skill to provide the Monitoring Service during the Term for Alarm signals and/or other recurring services selected by the Customer.
- 3.3 The Customer acknowledges that Spectur does not warrant that the Monitoring Service will render the alarmed premises or any occupant of the alarmed premises secure.
- 3.4 Spectur and its Premium Monitoring Service provider will action alarm signals emanating from the Alarm in accordance with an agreed Response Procedure (Option 1 – Premium Monitoring Service with Callout, or Option 2 – Premium Monitoring Service without callout.)
- 3.5 The Response Procedure - When the Spectur System identifies a person or a vehicle during the Scheduled Period, it will notify the Premium Monitoring Service. The licensed security provider will then view the live activities on site and respond per Option 1 or 2 below:
- a) Option 1 – The licensed security provider will provide a callout service to the location when required to investigate the activities.
- All callouts will follow with a written report and associated images from the Spectur system. The licensed security provider will use its best endeavours to provide a timely patrol response to actionable Alarm signals and investigate and document the response activities.
- b) Option 2- The Customer will provide the name and address of a minimum of two persons (key holders) who may be contacted in the event of the Spectur system being activated. Every effort will be made by the Premium Monitoring Service Provider to contact these people in order of preference requested by the Customer on the contact phone numbers provided. It remains the Customer's responsibility to advise Spectur of key holder contact details and any amendments to these details as may change from time to time via an Order Form amendment.

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4. CUSTOMER RESPONSIBILITIES

4.1 The Customer will at their cost maintain the Spectur Monitoring System in good working order in accordance with the manufacturer's requirements, including recharging or replacing batteries on a timely basis. The obligations of Spectur and its Premium Monitoring Provider to provide the Monitoring Service and to action Alarm signals are conditional upon the Alarm being operational. Spectur and its Premium Monitoring Provider have a reasonable duty to inform the Customer if the Alarm does not appear functional or they become aware it is not operating in accordance with instructions.

4.2 For the purposes of carrying out the Monitoring Services the Customer grants Spectur or its Premium monitoring provider full authority to access the premises at which the Monitoring Services are to be provided (Premises) and warrants that it is authorised to do so.

4.3 The Customer must ensure that the Premises are safe, free from danger and that all statutory requirements concerning the Premises are being discharged and:

4.4 If Spectur or its Premium Monitoring Service Provider becomes aware of a security issue that may impact the Customer or the Premises, and they are unable to contact the Customer to obtain instructions, at the Customer's expense, the Premium Monitoring Service Provider is authorised to take reasonable steps to protect the integrity, safety and security of the Premises including property and personnel on or at the Premises;

4.5 The Customer warrants that the Premises are safe and free from hazards, harmful materials, infections or building diseases, or any environmental matters or issues, and any materials that could be harmful to Spectur or its Premium Monitoring Service Provider, its employees, agents or contractors (**Hazards**).

4.6 The Customer must notify Spectur and its Premium Monitoring Service Provider of any:

- (a) hazards and of any special safety procedures they may need to follow when providing the Services;
- (b) changes which are made to the access ways, entry points or locks at Premises.

4.7 Additional charges will be levied to the Customer if their failure to provide adequate information results in additional costs / delays to Spectur and its Premium monitoring service provider.

5. DEFECTS

5.1 The Customer must notify Spectur of any instance where the Customer reasonably considers the Monitoring Service to be defective in any material respect, by giving written notice to Spectur to that effect (**Defect Notice**). The Customer must afford Spectur an opportunity to investigate all alleged defective Monitoring Services as soon as practicable following the issue of a Defect Notice.

5.2 If Spectur, acting reasonably, determines that the Monitoring Services are defective in any material respect, Spectur's liability is limited to (at Spectur's discretion) the value of the Monitoring Services supplied. Spectur may agree to re-perform or otherwise remedy the Monitoring Services, provided that the Customer has complied with clause 5.1.

6. SUPPORT SERVICES

6.1 Monitoring Services are provided in conjunction with Spectur System use and associated Support Services (and are

subject to these Terms and Conditions. Customer are requested to refer to:

- (a) For Owned of System Systems and provision of Support Services (**Terms of Sale**)
- (b) For Rented Systems and provision of Support Services (**Terms of Hire**)
- (c) For accessing the Spectur User Interface (**End User Licence Agreement**).

All Terms and Conditions can be accessed from the Spectur's website, www.spectur.com.au

6.2 By entering into this Agreement for the provision of Premium Monitoring Services, the Customer acknowledges and agrees that it has read and agrees to be bound by the Terms and Condition in so far as they are relevant to them.

6.3 Termination of Support Services

- (a) The Customer may cancel its request for the Monitoring Services by giving Spectur a minimum of 30 days' written notice to that effect or paying to Spectur a full month's Monitoring Service Fee in lieu of notice.
- (b) Spectur may cease to provide the Monitoring Services on 7 days' prior written notice if any of the events in clause 14.3 occur, or otherwise without cause by giving the Customer 30 days' written notice to that effect.

7. INVOICING AND PAYMENT

7.1 Price

- (a) The Fee for Monitoring Services (each being a **Price**) is Spectur's publicly advertised list price for those Services at the date that they are delivered or otherwise supplied, unless indicated otherwise in the invoice for Monitoring Services.
- (b) Spectur may charge the Customer for any additional expenses due to variation of the Monitoring Services.
- (c) Spectur may adjust the Monitoring Fee at the end of each anniversary of the Contract or on such other date for a review as specified in the Order Form (**Review Date**). The adjusted Support Fee has effect as and from the relevant Review Date.

7.2 Payment

- (a) Time is of the essence in relation to payment of the Price.
- (b) Spectur will invoice the Customer for Monitoring Services for the month in advance of their supply.
- (c) The Customer must pay the invoiced amounts within the number of days specified on the invoice in cleared funds and without set-off, counterclaim or deduction and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges (including intermediary bank charges), fees and withholdings of any nature.
- (d) The Customer is required to pay in full the Price for the Monitoring Services prior to their delivery. The Payment must be made to Spectur within 5 business days prior to the scheduled delivery date of the Monitoring Services. The costs of additional Support Services are to be paid 5 business days in advance of the monthly Support Service being provided by Spectur to the Customer.

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- (e) Payment must be made from the Customer to Spectur by electronic funds transfer or, at Spectur's discretion, by credit card, direct debit or any other requested method of payment.
- (f) Any Payment amount must also be paid within 5 Business Days of Spectur making a request for the same and is not refundable after Spectur has commenced work and incurred costs in relation to the supply of the Monitoring Services to which the amount pertains. Spectur is not under any obligation to commence or continue work in relation to the supply of Monitoring Services unless a payment requested under this clause has been received.
- (g) In certain circumstances Customers may be extended via an application for credit provided to Spectur in the specified manner. If credit terms are extended to the Customer, they will be notified in writing and the Customer will be advised of the relevant payment terms for the Monitoring Services. Failure of the customer to adhere to the extended credit terms may result in them being withdrawn.
- (ii) any loss or damage to a property or person due to the failure of a Product to activate or security guard to be deployed; and
- (iii) any indirect or consequential loss which is not covered by clause 9.1(c)(i);
regardless of whether the loss was within the contemplation of the parties at the time of entering into this Contract or not;
- (d) if an unauthorised access or other security breach event is detected by Spectur Systems, Spectur's UI will attempt to contact and send images to the Monitoring Service, but Spectur cannot guarantee that those persons will be contacted or will ultimately receive the images; and
- (e) Spectur will not make any recommendation in relation to security personnel, repair personnel or associated business in the event that the Customer's premises are damaged as a result of illegal or other unlawful activity, unless specifically contracted to do so by the Customer, and in any event, Spectur will not be liable for any third party or its personnel.

8. STATUTORY WARRANTIES

- 8.1 Any term, condition, guarantee or warranty which would otherwise be implied into the Contract is excluded to the maximum extent permitted by law. Nothing in the Contract is intended to, or will, have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth) or *Fair Trading Act 2010* (WA) (or equivalent legislation in any other applicable jurisdiction), except to the extent permitted by those Acts.
- 8.2 The liability of Spectur for any breach of any mandatory term, condition, guarantee or warranty implied into the Contract by statute is, to the extent permitted by law, limited at the option of Spectur, to the value the customer paid for the supplying of the Monitoring Services or their supply again.

9. DISCLAIMERS

- 9.1 The Customer acknowledges and agrees that:
 - (a) Monitoring Services are only intended to reduce the risk of loss of and damage to property and entry to persons in, on, or near the premises in which the Spectur Systems are installed, to the extent that is reasonably practicable by use of such Products;
 - (b) Spectur does not make any warranty, representation or other stipulation about the effectiveness or otherwise of the Monitoring Services and associated Spectur Systems in relation to the apprehension, identification or curtailment of illegal or unwanted activities by persons not permitted to be on any particular premises at the time an event or events are recorded;
 - (c) Spectur will not be liable for any one of more of the following incurred or suffered by the Customer, whether arising under statute, common law or equity, from or related in any way to the Contract or its subject matter:
 - (i) any loss of profit, loss of revenue, loss of product, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity); and damage to reputation, whether actual, direct, indirect, anticipated or otherwise;

- 9.2 Subject to any express provisions of the Contract and to the extent permitted by law, the Customer acknowledges that the Customer relies solely upon the Customer's own skill and judgment in ordering the Monitoring Services, and that Spectur is not bound by nor responsible for any term, condition, representation or warranty other than those expressly stated in the Contract, each of which is personal to the Customer and not capable of assignment to any subsequent purchaser or owner of the Products or Support Services.

10. SURVEILLANCE LAWS

- 10.1 The Customer acknowledges and agrees that the Products and Monitoring Services, and their use, may be subject to surveillance device legislation and associated laws (**Surveillance Laws**), including the *Surveillance Devices Act 1998* (WA) or equivalent laws in other jurisdictions. The Customer is responsible for identifying applicable Surveillance Laws and procedures for its compliance with those laws, and Spectur does not provide any advice to the Customer in relation to the legal or regulatory requirements (including Surveillance Laws) applicable to any Products and Support Services or their use.
- 10.2 The Customer must comply at all times with applicable Surveillance Laws in relation to the Products and Monitoring Services, and their use by the Customer (or any third party on behalf of the Customer). The Customer indemnifies Spectur from and against any claims or liability incurred by Spectur in relation to any failure by the Customer (or any of the Customer's officers, employees, agents or contractors) to do so.

11. PRIVACY

- 11.1 The Customer agrees that personal information (as that term is defined in the *Privacy Act 1988* (Cth)) provided may be used and retained by Spectur in accordance with Spectur's privacy policy set out at <https://spectur.com.au/privacy-policy/> and may be used for: provision of Monitoring Services and marketing of Monitoring Services; analysing, verifying and checking the Customer's credit, payment and status in relation to provision of Monitoring Services; processing of any payment instructions, direct debit facilities or credit facilities requested by the Customer; or enabling the daily operation of the Customer's account and the collection of

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- amounts outstanding in the Customer's account in relation to the Monitoring Services.
- 11.2 Spectur will ensure that any information given to it by the Customer for reaction in the event of a breach at the Customer's premises will be passed to the Premium Monitoring Service as confidential advice and only privileged staff will have access to that information.
- 12. CONFIDENTIALITY**
- 12.1 The Customer must at all times:
- (a) hold in strict confidence all Confidential Information and not disclose nor permit or cause the Confidential Information to be disclosed to any person, other than any of the Customer's employees who require that Confidential Information for the purposes of ordering, receiving and applying (for their ordinary use) the Monitoring Services (**Approved Purpose**);
 - (b) not make use of the Confidential Information (including duplicating, reproducing, distributing, disseminating or directly or indirectly deriving information from that Confidential Information) except and solely to the extent necessary for the Approved Purpose; and
 - (c) ensure that any permitted person to whom the Customer passes any of the Confidential Information acknowledges and complies with the confidentiality obligations under this clause 12 as if that person were the Customer.
- 13. GST AND DUTIES**
- 13.1 All amounts payable by the Customer to Spectur and all other references to monetary amounts under the Contract are exclusive of any goods and service tax, valued added tax, sales tax, excise tax, consumption tax or other tax calculated on or by reference to the value added to goods, services and materials, including the tax levied under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST**), unless expressly stated otherwise. The Customer must pay to Spectur an additional amount equal to the GST liability on a supply or transaction to which GST applies. Unless otherwise agreed in writing, the GST amount under this clause 13.1 must be paid within 5 Business Days of Spectur issuing to the Customer a tax invoice for the supply or transaction to which the GST liability applies.
- 14. DEFAULT & CONSEQUENCES OF DEFAULT**
- 14.1 Without prejudice to any other remedies Spectur may have, Spectur may suspend the supply of Monitoring Services to the Customer and any of its other obligations under the Contract, if the Customer is in breach of any obligation under the Contract (including those relating to payment). Spectur will not be liable to the Customer for any loss or damage the Customer suffers because Spectur exercised its rights under this clause 14.1.
- 14.2 Interest at the rate of 10% per annum (calculated daily) accrues, and must be paid by the Customer to Spectur, on overdue amounts owed by the Customer, from the date when payment becomes due until the earlier of payment or judgment.
- 14.3 Spectur may immediately upon notice to the Customer, cancel the supply of Monitoring Services and terminate the Contract (or both) if either of the following occurs, in which case all amounts owing to Spectur will, whether or not due for payment, immediately become due and payable:
- (a) the Customer does not remedy any breach of the Contract (including the obligation to make any payment to Spectur when due and payable) within 7 days of receiving notice from Spectur to do so; or
 - (b) where permitted by the Corporations Act 2001 (Cth), the Customer becomes insolvent or a receiver, receiver and manager, liquidator (provisional or otherwise), administrator, bankruptcy trustee or similar person is appointed in relation to the Customer or any asset of the Customer.
- 15. CANCELLATION BY SPECTUR**
- Spectur may cancel the Contract or cancel the delivery of Products or performance of Support Services, by giving 30 days' written notice to the Customer without the need to furnish a reason. Spectur will not be liable for any loss or damage arising from any cancellation.
- 16. LIMITATION OF LIABILITY**
- 16.1 In any event, under no circumstance shall Spectur's liability exceed the amount paid for the Monitoring Services purchased and paid for during the three (3) months prior to the time the cause of action giving rise to the liability arose.
- 16.2 Any action must be commenced within 1 year after the cause of action has accrued.
- 16.3 To the maximum extent permitted by law, Spectur will not be responsible or liable under any circumstances for any loss, liability, expenses or damages incurred in connection with the Purchase of Products or Support Services to the extent caused by:
- (a) The Customer's acts, defaults or omissions;
 - (b) Violation by the Customers of any term, condition, representation or warranty contained in this Contract;
 - (c) The Customer's failure to provide accurate contact details or location address or other information that they are requested to provide in connection with the provision of Premium Monitoring Services; or
 - (d) Acts or omissions of third parties, including third parties contracted by Spectur.
- 17. INDEMNIFICATION**
- The Customer agrees to indemnify, defend, and hold Spectur harmless from and against any and all claims, demands, damages, or other losses, including reasonable attorneys' fees, resulting from or arising out of their use of the Premium Monitoring Services including but not limited to their negligent or intentional misuse of the Spectur Products, Support Services or UI Interface, or any breach or alleged breach by them of this Contract or any applicable law.
- 18. FORCE MAJEURE**
- Spectur is not liable for failure to perform any obligations under the Contract during the time and to the extent that such performance is prevented, wholly or substantially, by a Force Majeure Event.
- 19. GENERAL**
- 19.1 The Contract is governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of the courts of Western Australia.
- 19.2 If any provision of the Contract is invalid, void, illegal or unenforceable, then that provision is to be ignored in the interpretation of the Contract such that the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

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19.3 The Customer does not have any right to set-off against the Monitoring Service Fee any amounts due or claimed to be due from Spectur.

19.4 The Customer authorises and consents to Spectur licensing or sub-contracting all or any part of its rights and obligations under the Contract.

20. INTERPRETATION

20.1 The following words have the meaning given to them below when used in these Terms:

Alarm means the Spectur system installed at the premises described in the Order Form

Business Day means a day other than a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.

Confidential Information means, other than to the extent that it constitutes Excluded Information, all records, documents or other information, in whatever form, which relate to the business, affairs or activities of Spectur (including a Related Entity of Spectur) or that is marked by or behalf of Spectur as being confidential or is of a confidential nature, including methods of operation, Intellectual Property Rights, customer lists, products, prices, fees, costs, technology, inventions, trade secrets, know-how, software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialised information or proprietary matters.

Contract means the agreement for the supply of Premium Monitoring Services by Spectur to the Customer.

Customer means a person who orders or otherwise requests Premium Monitoring Services from Spectur and any other person acting on behalf of and with the authority of the first-mentioned person.

Data Plan means a mobile/cellular telephone network data plan or other contract for connection to such network, for a Spectur System, provided through a third-party telecommunication provider.

Excluded Information means any records, documents or other information to the extent that such information becomes publicly available (except if it is in the public domain by reason of the failure of a party to perform and observe its obligations under the Contract), or is acquired from a third party entitled to disclose it on a non-confidential basis.

Force Majeure Event means an event beyond Spectur's reasonable control which, by exercise of reasonable diligence and precautions, could not have been prevented or reasonably foreseen by Spectur, including any:

- (a) act of God, unusually severe weather (including a cyclone/hurricane), earthquake, fire, subsidence, land slide, mud slide, wash-out, explosion, radioactive contamination or natural disaster;
- (b) terrorism, insurrection, revolution or civil disorder, act of public enemies, malicious damage, sabotage, vandalism, war (whether declared or undeclared) or a military operation, blockade or riot;
- (c) industrial dispute of any kind, strike, lock-out, ban, limitation or other industrial disturbances;
- (d) any failure, delay or suspension by any third party supplier of the supply in whole or in part of fuel, electricity, equipment, machinery, infrastructure (including telecommunications or internet infrastructure and systems) or materials to Spectur provided that Spectur has acted in a timely manner in endeavouring

to secure the same (which does not require Spectur, to secure the same if the alternative supply is only available to Spectur at a materially increased or additional cost to it); or

- (e) adverse application of any law or enforcement actions of any court, regulatory body or governmental agency.

Hazards means harmful materials, infections or building diseases, or any environmental matters or issues, and any materials that could be harmful to Spectur or its Premium Monitoring Service Provider, its employees, agents or contractors.

Intellectual Property Rights means all rights and interests throughout the world vesting or otherwise in relation to industrial or intellectual property protectable under law (including in relation to trade marks, designs, patents, circuit layouts, copyright, confidential information, and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of July 1967), whether registered, unregistered or registrable, and whether now existing or that come into existence in the future.

Interface Licence means a licence to access and use the Spectur User Interface.

Product means any good, product or accessory (as applicable) sold, licensed or otherwise supplied, or the subject by Spectur to the Customer (and where the context permits includes any supply of any ancillary or related services).

Monitoring Service Price means the price payable for a Premium Monitoring Service excluding GST.

Order Form means the Premium Monitoring Service, Order Form received by Spectur from the Customer containing customer information for the supply of Monitoring Services.

Premium Monitoring Service means around-the clock monitoring of the Alarm for alarm signals and review of triggering events and response procedures.

Scheduled Period means the Period Specified in the Order form from which Spectur's system is activated to provide alarm signals for detection purposes.

Spectur means Spectur Pty Ltd (ACN 140 151 579) trading as 'Spectur' or 'Spectur HD Monitoring', and its successors and assigns.

Spectur System means a security surveillance camera or similar product developed or supplied by Spectur.

Spectur User Interface means the user interface and associated software developed by or on behalf of Spectur (including web and mobile applications) which facilitates remote access and operation of a Spectur System, including access to footage and data captured through the Spectur System.

Support Services means any one or more of the following services, ordered by the Customer:

- (a) the grant of an Interface Licence; and
- (b) the procurement of a Data Plan.

20.2 In these Terms:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural and vice versa;

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- (c) a reference to a gender includes any gender;
- (d) the words “includes” and “including” are not words of limitation;
- (e) a reference to “deliver” or “delivery” in clause 0 includes making Products available for collection;
- (f) a reference to “supply” in relation to services includes performance of those services;
- (g) a reference to a statute includes its subordinate legislation, proclamations, ordinances and a modification, replacement or re-enactment of the same;
- (h) a reference to person, includes a reference to: an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity; and the person’s personal representatives, successors and assigns;
- (i) a term, condition or warranty in the Contract in favour of or on the part of two or more people, benefits or binds them jointly and severally;
- (j) a reference to currency is to the Australian currency;
- (k) a reference to time is to Australian Western Standard Time in Perth, Western Australia;
- (l) if the date on which an act, matter or thing must be done or take place is not a Business Day, then that act, matter or thing must be done or take place on the next Business Day;
- (m) a provision in these Terms must not be construed adversely to a party solely on the ground that the party was responsible for the preparing these Terms or that provision;
- (n) the terms **Related Bodies Corporate** and **Related Entity** has the meaning given to those terms in the *Corporations Act 2001* (Cth).