

A large, white, L-shaped graphic that frames the central text. It consists of a vertical line on the left and a horizontal line at the top, meeting at a right angle.

TERMS & **CONDITIONS**

Marketing
through **story telling**

- These Patorama Standard Terms and Conditions apply to all the Client's dealings with Patorama.
- The Client will be taken to have accepted this agreement if the Client accepts Patorama's pricing structure, and if the Client orders, accepts or pays for any products and/or services provided by Patorama.
- In the event of any inconsistency between these Patorama Standard Terms and Conditions and your order, the clauses of the below Patorama Standard Terms and Conditions will prevail to the extent of such inconsistency.
- Patorama may update any part of these Standard Terms and Conditions at any time and will notify the Client. The Client continuing to order, accept and pay for any products and/or services provided by Patorama following such an update will represent an agreement by the Client to be bound by the Patorama Standard Terms and Conditions. The version of the Patorama Standard Terms and Conditions that was in place on the date a particular order was agreed will be the version of the Patorama Standard Terms and Conditions that applies.
- Capitalised words and phrases used in these Patorama Standard Terms and Conditions have the meaning given:
 - to that word or phrase in the order;
 - by the word immediately preceding any bolded and bracketed word(s) or phrase(s); or
 - in the definitions in clause 18 of these Patorama Standard Terms and Conditions

1. SERVICES

1.1 SERVICES

Patorama will provide the Client with the services set out in the pricing structure (Services).

1.2 CHANGES TO SCOPE

- Patorama may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required, if the scope of work changes.
- Patorama will only be required to perform Changes, if:
 - Patorama agrees in writing to perform the Changes;
 - the Client confirms in writing that they wish for Patorama to proceed with the Changes.

1.3 CLIENT FEEDBACK

- If Patorama provides such Services to the Client for review, the Client agrees to provide their feedback within 5 business days of delivery or within an agreed time frame as outlined in the statement of work.
- Before the end of the feedback time period, the Client will review the relevant Service, and send any feedback or requested amendments to Patorama via email.
- After receiving Feedback, Patorama will use its best efforts to incorporate the Feedback into the relevant Service and provide an updated version of the Service to the Client.
- Patorama will only provide two rounds of Feedback unless agreed upon within the statement of work. Any feedback request in addition to the Rounds of Feedback or as not agreed on in advance within the statement of work is not included in the Service and will constitute an additional

fee.

- If the Rounds of Feedback in a Quote refer to 'major' or 'minor' changes, what constitutes a major or minor change will be determined by Patorama, in its sole discretion.
- If:
 - Patorama receives a notice from the Client indicating that a Service has been accepted;
 - Patorama does not receive any Feedback in respect of a Service within the Feedback Timeline; or
 - the Client has provided all the Rounds of Feedback included for a particular Service,
 - then that Service will be taken to have been accepted by the Client.
- The Client won't be entitled to further complimentary revisions once a Service is Accepted.

1.4 STANDARDS

Patorama will use its best efforts to provide the Services to the Client in accordance with:

- any applicable Laws, rules or regulations; and
- any applicable industry standards.

1.5 TIMING

- The parties may agree on schedules for Services and/or deliverables, including estimated dates of completion, deadlines or schedules.
- Patorama will use its best efforts to meet Timelines, however these are subject to change if unforeseen complexities arise. Patorama will use its best efforts to minimise the impact of such changes, and notify the Client if more than a 24 hour variation is required. Any adjustments to timelines made at the discretion of Patorama will not constitute an additional fee.
- Patorama reserves the right to revise Timelines in the event that a delay is caused by the Client's failure to provide timely access, Feedback or other information or Materials reasonably requested by Patorama in order to perform the Services.
- Patorama reserves the right to adjust timing due to unforeseen circumstances such as weather, natural disasters including fires, government restrictions regarding travel and pandemics. Any work that has been commenced may still be subject to partial charges including travel and work already completed.

1.6 REVIEW OF SERVICES

- If the Client reviews and approves of a Service, then that will constitute acceptance of responsibility for any errors and omissions within that Service. Patorama will use its best efforts to ensure there are no such errors or omissions.
- To the maximum extent permitted by law, the Client releases Patorama from all liability in relation to any loss or damage that may arise in connection with an error and omission in a Service that has been reviewed and approved by the Client.

1.7 EXCLUSIVITY – PATORAMA'S OTHER CLIENTS

The Client acknowledges and agrees that the Services are not provided on an exclusive basis and that Patorama may provide services to third parties that are the same as, or similar to,

the Services (which may include third parties that operate in similar marketplaces and geographical territories to the Client).

1.8 EXCLUSIVITY – PATORAMA AND THE CLIENT

The client agrees to enter into an exclusive agreement with Patorama for the purposes of Real Estate Marketing. This covers the services of real estate photography, aerial photography including the use of drones, videography, floor plans, virtual tours and graphic design.

b. This agreement may only be terminated on notice providing a minimum of 4 weeks provided in writing must be given to Patorama.

c. If 4 weeks notice cannot be provided additional compensation may be claimed for loss of work.

1.8 THIRD PARTY TERMS AND CONDITIONS

- The Client acknowledges and agrees that the terms and conditions of third party suppliers of goods or services (Third Party Terms) may apply to any part of the Services, including the terms and conditions of any social media platforms Patorama provides social media marketing services in relation to, such as:
 - Instagram: <https://help.instagram.com/581066165581870>
 - Facebook: <https://www.facebook.com/policies/ads> and <https://www.facebook.com/terms.php>
 - Youtube
 - Vimeo
 - DropBox
 - Box.com
 - SalesForce
- Patorama will endeavour to notify the Client of Third Party Terms that apply to the Services, in which case:
 - the Client must immediately notify Patorama if they do not agree to the Third Party Terms; and
 - if Patorama does not receive a notice the Client will be taken to have accepted those Third Party Terms, and Patorama will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.
- The Client acknowledges and agrees that if the Client does not agree to any Third Party Terms, this may affect Patorama's ability to meet delivery dates and times.

1.9 DISCLAIMER

The Client acknowledges and agrees that:

- any information provided to the Client as part of or in connection with the Services is general in nature and may not be suitable for the Client's circumstances; and
- it is the Client's responsibility to comply with applicable regulations relevant to the Client's business, including industrial relations laws and privacy laws.

2. WARRANTIES FROM BOTH PARTIES

2.1 COMPLIANCE WITH LAWS

Patorama agrees and warrants that in providing the Services, and the Client agrees and warrants that in receiving and using the Services, it will not:

- a. breach any applicable Laws, rules or regulations (including any applicable privacy laws); or
- b. infringe the Intellectual Property Rights or other rights of any third party or breach any duty of confidentiality.

2.2 ACT REASONABLY

Both parties warrant that they will act reasonably and in good faith in relation to their rights and obligations under this agreement.

3. CLIENT OBLIGATIONS

3.1 PROVIDE INFORMATION AND ASSISTANCE

The Client must provide Patorama with all documentation, information and assistance reasonably required by Patorama to perform the Services.

3.1 LIAISON

The Client agrees to liaise with Patorama as they reasonably request for the purpose of enabling Patorama to provide the Services.

3.2 ACCESS

- a. The Client agrees to provide Patorama with access to:
- b. the Client's premises and Personnel, to the extent required to perform the Services;
- c. the Client's website (where Patorama is providing Services that involve making updates or changes to the Client's website); and
- d. any other third party or other accounts used by the Client (including login details and passwords),

as reasonably required by Patorama to perform the Services.

3.3 THE PREMISES

- a. (Ownership) The Client warrants that it is the owner of any premises it requests Patorama to provide Services at (Premises), or that the Client has obtained authority from the owner/s of the Premises for the Services to be performed.
- b. (Access) The Client must ensure that Patorama has clear and free access to the Premises, and to every area of the Premises that Patorama reasonably needs to access to provide the Services, at the times Patorama will be providing the Services. Where Patorama is unable to gain access to the Premises due to the Client's non-compliance with this clause, omission, fault or otherwise, it is the Client's responsibility to reschedule any Services with Patorama. A call out fee of \$150 may apply.
- c. (Clean and ready) On or before the Services begin, the Client must ensure the Premises are clean, unobstructed and ready for Patorama to carry out the Services, including by ensuring that the Client's Personnel, or third party personnel, do not interfere with the Services. The Client agrees that if the Premises are not clean and ready in accordance with clause, Patorama will nonetheless be entitled to charge the Client a call-out fee of \$150.
- d. (Safety) The Client warrants that the Premises are safe for Patorama and its Personnel to enter and perform the Services including, where applicable, complying with any relevant occupational health and safety legislation and requirements.

3.4 CLIENT MATERIALS

- a. The Client warrants that all information, documentation and other Material (defined in clause 8) they provide to Patorama for the purpose of receiving the Services

is complete, accurate and up-to-date, including floor plans.

- b. The Client acknowledges and agrees that Patorama will rely on the accuracy of any plans, specifications and other information the Client provides.
- c. The Client releases Patorama from all liability in relation to any loss or damage that may arise in connection with the Services, to the extent it is caused or contributed to by information, documentation or any other Material provided by the Client being incomplete, inaccurate or out-of-date.

4. SPECIFIC SERVICES

4.1 GRAPHIC DESIGN

If the Client requires Patorama to use Material belonging to a third party as part of Graphic Design, the Client must acquire a licence to use such designs, whether for a fee or otherwise, and indemnifies Patorama in relation to any loss or damage that may arise in connection with a breach of this clause.

4.2 PHOTOGRAPHY AND VIDEOGRAPHY

Unless otherwise agreed in an order, for any Services that include photography or videography (Photography and Videography), the Client acknowledges and agrees that:

- a. the Client must only use any Photography and Videography deliverables (i.e. any photos and videos), for the purpose and/or project specified in the order and will not allow or encourage a third-party to use any such deliverables;
- b. the Client must obtain any necessary consent or permission and pay any fees which may apply for Patorama to photograph or shoot video at a particular venue, location or event;
- c. while Patorama takes all reasonable care in providing Photography and Videography, Patorama will not be liable for any loss or damage except for the return of any deposit paid, should a failure occur in any of the equipment used or due to illness of the videographer(s), photographer(s) or person(s) employed or engaged by Patorama;
- d. the Client acknowledges and agrees that it will not alter or manipulate any Photography and Videography Material without Patorama's written permission;
- e. if agreed by Patorama, the Client may purchase raw footage and raw photo files in viewable format for an additional fee reasonably determined by Patorama. If the Client requires any raw footage or raw photo files to be provided by way of a separate hard disk, then the Client must pay Patorama a separate additional fee reasonably determined by Patorama;
- f. unless otherwise agreed in writing, the Intellectual Property Rights in the videos and photographs will be assigned to the Client; and
- g. all Photography and Videography will be delivered via an electronic download link, in the form of a JPEG file for photos and a MP4 file for videos.
- h. Patorama will only hold on to final output files for 12 months. The Client is responsible for copying the files to their own storage facilities. After the above mentioned time period, Patorama cannot be held accountable for final output files. Any requests to secure files after three month will incur an archive fee.

4.3 PHOTOGRAPHY AND VIDEOGRAPHY CANCELLATION

- a. If the Service Cancellation is made more than 24 hours prior to the date and time at which Patorama has been engaged to provide the Photography or Videography, the Client will not be required to pay any Fees for that Service.
- b. If the Service Cancellation is made less than 24 hours prior to the date and time at which Patorama has been engaged to provide the Photography or Videography, the Client must pay 50% of the relevant Fee for that Service. This will be enforced at Patorama discretion. If the service is cancelled less than 12 hours prior, the client must pay 100% of the relevant Fee. This will be enforced at Patorama's discretion.
- c. Any amount payable pursuant to this clause must be paid by the Client as a Fee in accordance with clause 5.
- d. The Client may not be required to pay any Fee under this clause 4.3 if a Service Cancellation is due to bad weather on the day of the Service. It is up to the discretion of Patorama Studios

5. FEES AND PAYMENT

5.1 FEES

- a. Any first time client of Patorama must paid the first invoice in full before the delivery of any service. After this time the client will then full with in fee structure outlined in 5.1 (b)
- b. The Client must pay the Fees in the amounts, and on or before the Due Date(s), set out in a order.
- c. Fees paid in accordance with this agreement are non-refundable for change of mind.
- d. If there is no Due Date set out in a order in relation to a Fee, that Fee must be paid at the time set out the relevant invoice issued by Patorama.
- e. If there is no Due Date set out in an invoice for a Fee, that Fee must be paid within 14 days of the date of the invoice.
- f. The Client must pay the Fees in accordance with the remittance method set out in an invoice.

5.2 INVOICES

- a. Patorama will issue a valid tax invoice to the Client for payment of the Fees.

5.3 LATE PAYMENT

- a. If the Client does not pay an amount due under this agreement on or before the date it is due:
 - i. Patorama may immediately suspend provision of Services to the client.

5.4 EXPENSES

The Client will pay the following expenses:

- a. expenses listed in a Quote; and
- b. expenses otherwise reasonably incurred by Patorama in connection with the Services, provided these expenses are approved by the Client prior to them being incurred.

5.5 CARD SURCHARGES

Patorama reserves the right to charge credit card surcharges in the event payments are made using a credit, debit, charge card (including Visa, MasterCard or American Express), or an online payment portal (Paypal and Stripe).

6. ACCREDITATIONS

- a. Unless otherwise agreed in writing, Patorama retains the right to describe the Services and reproduce, publish and display the deliverables (including analysis of the results Patorama achieves in performing the Services) in Patorama's portfolios, pitch decks and websites for the purposes of recognition or professional advancement.
- b. Patorama may:
 - i. be credited with authorship of the Services and deliverables; and
 - ii. refer to the Client, and use the Client's name, logos and other branding (acting reasonably, and without holding itself out as acting on behalf of the Client).

7. CONFIDENTIALITY, DATA and PRIVACY

7.1 PRIVACY

- a. The parties agree to comply with:
 - i. if applicable, their respective obligations under the Privacy Act 1988 (Cth); and

7.2 THIRD PARTY DATA

- a. The Client warrants, in relation to the personal information and all other data that it provides to Patorama in connection with this agreement (Third Party Data), that:
 - i. the Client has all necessary rights in relation to Third Party Data, such that the Services can be performed in respect of that data;
 - ii. the Client is not breaching any Law by providing Patorama with Third Party Data;
 - iii. Patorama will not breach any Law by performing the Services in relation to any Third Party Data;
 - iv. there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, the Client has notified Patorama of this, and Patorama has agreed to perform the Services in respect of that data (being under no obligation to do so); and
- b. Patorama will not breach any Third Party Terms by performing the Services in relation to any Third Party Data.
- c. The Client agrees at all times to indemnify and hold harmless Patorama and its officers, employees and agents from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those parties, where such loss or liability was caused or contributed to a breach of a warranty.

7.3 CONFIDENTIAL INFORMATION

The parties will not during, or at any time discuss Confidential Information directly or indirectly to any third party, except:

- a. with the other party's prior written consent;
- b. as required by Law; or
- c. to their Personnel on a need to know basis for the purposes of performing its obligations under this Agreement. B

7.4 BREACH

If either party becomes aware of a suspected or actual breach by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach.

7.5 PERMITTED USE

A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations

under this Agreement.

7.6 RETURN

On termination of this Agreement, each party agrees to immediately return to the other party, or (if requested by the other party) destroy, any documents or other Material in its possession or control containing Confidential Information of the other party.

7.7 ADDITIONAL DISCLOSEES

Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this agreement. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.

8. INTELLECTUAL PROPERTY

8.1 DEFINITIONS

In this clause and any order, the following terms have the following meanings in relation to Intellectual Property Rights:

- a. Existing Material means Material, other than New Material;
 - b. Material means tangible and intangible information, documents, reports, software (including source and object code), inventions, data and other materials in any media whatsoever.
 - c. New Material means Material that is created, written, developed or otherwise brought into existence during the Term for the purposes of this agreement.
- ### 8.2 EXISTING MATERIAL
- a. (a) Except to the extent otherwise stated in an order or in this agreement:
 - i. each party retains ownership of the Intellectual Property Rights in its Existing Material; and
 - ii. nothing in this agreement transfers ownership of, or assigns any Intellectual Property Rights in, either party's Existing Material to the other party.
 - b. The Client grants to Patorama (and its Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use its Existing Material to the extent reasonably required to perform any Services.
 - c. The Client warrants that Patorama's use of the Client's Existing Material will not infringe the Intellectual Property Rights of any third party and will indemnify Patorama from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

- d. Patorama grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use its Existing Material, to the extent:
 - i. such Existing Material is incorporated into the New Material; and
 - ii. such use is reasonably required for the Client to enjoy the benefit of the Services.

8.3 NEW MATERIAL

Unless otherwise stated in an order:

- a. the Intellectual Property Rights in New Material are assigned to Patorama as those rights are created;
- b. those Intellectual Property Rights are then assigned to the Client when Patorama receives payment of all the Fees payable under the order in relation to which that New Material was created;
- c. from the Assignment Date, the Client grants

to Patorama a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify and adapt the New Material in order for Patorama to use for marketing and further promotional material for Patorama.

8.4 THIRD PARTY INTELLECTUAL PROPERTY

Patorama warrants that:

- a. the provision of the Services to the Client; and
- b. the Client's receipt and use of the Services for their intended purpose,

will not infringe the Intellectual Property Rights of any third party.

9. SUBCONTRACTING

- a. Patorama may subcontract the provision of the Services. Patorama will be responsible for the acts or omissions of its subcontractors as if they were the acts or omissions of Patorama.

10. WARRANTIES

- a. 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 Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

11. LIABILITY

- a. (Limitation of liability) To the maximum extent permitted by applicable law, the maximum aggregate liability of Patorama to the Client in respect of loss or damage sustained by the Client under or in connection with this agreement is limited to the total Fees paid to Patorama by the Client in the 6 months preceding the first event giving rise to the relevant liability.
- b. (Indemnity) The Client agrees at all times to indemnify and hold harmless Patorama and its officers, employees and agents ("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 the Client or the Client's officers', employees' or agents':
 - i. breach of any term of this agreement; or
 - ii. negligent, fraudulent or criminal act or omission.
- c. (Consequential loss) Patorama 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 this agreement or any goods or services provided by Patorama, except to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth) or any other applicable law.

12. DISPUTE RESOLUTION

- a. The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any further proceedings.
- b. If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party.
- c. The parties acknowledge and agree that compliance with this clause is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
 - i. in the case of applications for urgent interlocutory relief; or
 - ii. a breach by another party of this agreement.

13. FORCE MAJEURE (A GREATER FORCE)

- a. If a party (Affected Party) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - i. reasonable details of the Force Majeure Event; and
 - ii. so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- b. Subject to compliance with clause 15(a) the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- c. The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- d. For the purposes of this agreement, 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 the Affected Party; or
 - 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 the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

14. 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. The parties may update their Email Address by notice to the other party.

15. GENERAL

15.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Australian Capital Territory, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Australian Capital Territory, 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.

15.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

15.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.11 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. (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.