The Shark Cage® Program for Young Women*: A Human Rights approach to gender violence and healthy relationships

Services Agreement

and

Ursula Benstead Consulting Pty Ltd
(as trustee for)
Benstead Consulting Trust

*This program is for cis and trans young women and non binary youth who are comfortable in a space that centers the experiences of girls and women.

The Shark Cage® is a registered trademark of Ursula Benstead

Services Schedule

Item 1	**Organisation**	
Item 2	**Supplier**	Ursula Benstead Consulting Pty Ltd ATF Benstead Consulting Trust (ABN 88 282 906 107)
Item 3	**Services**	The Services are as set out in the Program Summary.
Item 4	**Commencement Date**	Date of execution of this Agreement or commencement of the Services, whichever occurs first.
Item 5	**Term**	12 months from the Commencement Date.
Item 6	**Fees**	Fees are as set out in the Program Summary.
Item 7	**Expenses and Disbursements**	The Supplier may recover expenses and/or disbursements in relation to the Services.
Item 8	**Licence Period**	Accreditation of the Organisation's Accredited Personnel and the associated licence of Intellectual Property Rights are valid for the Term.
Item 9	**Licence Conditions**	1. The Organisation must sign the Services Agreement and pay the annual fee as set out in the Program Summary 2. Only Accredited Personnel may lead & deliver the content of the Program. Two staff are required to deliver the program. It is recommended that both staff be trained and accredited. If only the lead facilitator is trained and accredited the assistant facilitator must have had some training in responding to disclosures and familiarise themselves with the content of this program by reading the lead facilitators Program manual. 3. After training and whilst running their first program, provisionally Accredited Personnel must complete the written reflection questions activity and submit to info@thesharkcage.com for approval. 4. To maintain Accreditation: a) The organisation must have signed and returned a copy of this agreement. b) Accredited Personnel must use the copyright protected Shark Cage Mural© supplied exclusively by the Supplier each time they run a group; c) Accredited Personnel must run the Program in its complete form as set out in the Program Manual without omission or alteration, unless prior written permission from the Supplier is obtained. This includes ensuring that two Personnel jointly run each Program in the manner set out in the Program Manual. At least one employee must be trained and engaged, or has been accredited, in the accreditation process. 5. The organisation must notify info@thesharkcage.com each time a group is planned to run with start and end dates. 6. Accreditation is specific to the Organisation. Accreditation of Accredited Personnel is not valid at other organisations, unless that organisation enters into a separate Services Agreement with Ursula Benstead Consulting.

Item 10	**Disclaimer**	The Services are provided for educational purposes only and are not mental health services. The Services are not a substitute for psychological services and support. If any disclosures are made in connection with the Services, appropriately responding to any such disclosure is the entire responsibility of the Organisation. The Program is not a substitute for assessing and responding to mental health or safety concerns for Facilitators or Participants or any other people such as teachers aids or student teachers who may be involved in the delivery of the program. Whilst participation by all eligible young people is to be encouraged, sensitivity and discretion should be used if a young person believes the Program content may be/is triggering of past instances of assault or abuse. For this reason, the Program Manual recommends young people be provided with a program summary prior to participation. In a situation where a young person has a strong preference not to participate because of a trauma history the Organisation should endeavor to ensure they have appropriate supports in place and facilitate referral to appropriate supports where they are not in place.

Item 11	**Warranty by Organisation**	The Organisation warrants that: (a) It has adequate processes to support the wellbeing of Facilitators and Participants, and any others involved in the program. (b) It will follow internal policies and procedures when responding to disclosures of sexual or physical harm and to safety and mental health concerns relating to any Facilitator, Participant or other person involved in the program. (c) The policies and procedures of the Organisation comply with the relevant State/Territory mandatory reporting laws, and the organisation has appropriate local referral pathways.

Executed as an Agreement

Signed by, a duly authorised officer of **D**
}
‘

_____

in the presence of:

_____ _____

Signature of Witness Name of Witness (print)

Date

_____

Signed by Ursula Benstead Consulting Pty Ltd ATF Benstead Consulting Trust in the presence of: **D**
}
‘

_____ _____

Signature of Witness Name of Witness (print)

_____

Date

_____

General conditions for the provision of Services

1. Term of Agreement

The Agreement begins on the Commencement Date and continues for the Term.

2. Provision of Services

(a) The Supplier must provide the Services to the Organisation in accordance with this Agreement and any reasonable directions given by the Organisation from time to time.

(b) The Supplier must:

(i) complete the Accreditation Services by the date(s) for delivery of the Accreditation Services specified in the Program Summary.

(ii) promptly notify the Organisation as soon as it becomes aware of any delay or possible delay in the supply of the Services in accordance with the Agreement.

(iii) provide fit for purpose Services in a timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent,

expert and experienced provider of services that are similar to the Services; and

(iv) use appropriately skilled and qualified Personnel to provide the Services.

3. Price for the Services

(a) Subject to this clause 3, the Fees payable for the Services are fixed, and inclusive of all taxes (excluding GST), for the duration of the Agreement.

(b) Annual Accreditation and Intellectual Property Rights Fees are non-refundable in the event of early termination.

(c) Unless otherwise specified at Item 7 of the Services Schedule, the Supplier may not charge the Organisation for any additional fees or charges or recover any expenses or other costs from the Organisation.

(d) The Supplier may increase the Accreditation and Intellectual Property Rights Fees annually.

4. Invoicing and payment

(a) Upon completion of the Services, or as otherwise specified in the Program Summary, the Supplier must submit an invoice to the Organisation at the address nominated by the Organisation. Each invoice submitted by the Supplier must contain all information required in a tax invoice for the purposes of the GST Act, together with such other information as the Organisation may reasonably require.

(b) On or following acceptance of the Services, the Organisation will pay the invoiced amount, less any amount required by Law, within 30 days of receipt of an accurate invoice. If the Organisation disputes the invoiced amount, it must pay the undisputed amount (if any) and notify the Supplier of the amount in dispute. The parties will endeavor to resolve any such dispute in accordance with clause 17.

(c) Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Agreement but must be taken only as payment on account.

(d) Simple interest, as at the penalty interest rate fixed for the time being under the *Penalty Interest Rates Act 1983 (Vic)*, accrues on a daily basis on any Overdue Amount and is payable by the Organisation to the Supplier on demand.

5. Failure to perform

(a) If the Supplier fails to perform any Services or deliver any deliverable(s) in accordance with this Agreement the Organisation:

(i) will not be required to pay for those Services or deliverable(s) until they are provided in accordance with the Agreement; and

(ii) may issue a notice to the Supplier requiring the Supplier to remedy any default or re-perform the Services or deliverable(s) within the time specified by the Organisation (which time must be reasonable having regard to the nature of the relevant Services or deliverable(s)).

(b) If:

(i) the default referred to in clause 5(a) above is incapable of being remedied or re-performed; or

(ii) the Supplier fails to remedy the default or re-perform the non-compliant Service(s) or deliverable(s) within the time specified in the notice issued under clause 5(a)(ii),

the Organisation may either have the Services or deliverable(s) remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by the Organisation in doing so.

(c) Nothing in this clause 5 derogates or otherwise limits any other remedy available to the Organisation at Law.

6. Intellectual Property Rights

(a) Ownership of any Contract Materials will vest in the Supplier from the time of its creation.

(b) Subject to continued compliance with the Licence Conditions by the Organisation, the Supplier grants to:

(i) the Accredited Personnel,

(ii) for the Licence Period,

a non-exclusive, royalty-free Licence (excluding the right to sub-Licence) to exercise all Intellectual Property Rights in the Contract Materials to the extent necessary to allow the Organisation the full use and enjoyment of the Services.

(c) All Pre-Existing Intellectual Property used by the parties in connection with the provision of the Services or the creation of Contract Materials remains the property of the relevant party or its licensors.

(d) Subject to continued compliance with the Licence Conditions by the Organisation, the Supplier grants to:

(i) the Accredited Personnel,

(ii) for the Licence Period,

a non-exclusive, royalty-free licence to use any of the Supplier's Pre-Existing Intellectual Property incorporated in or otherwise required to use the Contract Materials or the Services. The licence granted to the Organisation under this clause is limited to use of the relevant Pre-Existing Intellectual Property by the Organisation for the purposes of the Organisation and for no other purpose.

(e) The Organisation grants the Supplier a non-exclusive, non-transferable, royalty-free licence to use the Organisation's Pre-Existing Intellectual Property for the sole purpose of performing, and only to the extent required to perform, the Services and comply with its obligations under the Agreement during the Term.

(f) Each party must, upon request by the other party, do all things necessary (including executing any documents) to give full effect to this clause 6.

7. Data

(a) Data will remain (and, if necessary, will become) the property of the Organisation. The Supplier will assign to the Organisation from the date of creation all Intellectual Property Rights in any Data created by or on behalf of the Supplier.

(b) The Supplier must only use the Data to the extent necessary to perform its obligations under the Agreement.

(c) The Organisation grants to the Supplier a perpetual, non-exclusive, royalty-free licence to use the Data in a de-identified form for research purposes.

8. Liability

(a) Each party (**the Indemnifying Party**) indemnifies, and will at all times keep the other party (**the Indemnified Party**) and each of its Personnel indemnified, against any liabilities, losses, damages, costs and expenses (including all legal and settlement costs determined on a full indemnity basis) or compensation arising out of, or in any way in connection with, any:

(i) personal injury, including sickness and death;

(ii) property damage;

(iii) breach of an obligation of confidence or privacy, whether under this Agreement or otherwise;

(iv) fraudulent acts or omissions;

(v) wilful misconduct or unlawful act or omission;

(vi) breaches of logical or physical security;

(vii) loss or corruption of Data;

(viii) third party claim arising out of a breach of the Agreement by the Indemnifying Party or its Personnel (including breach of warranty) or any negligent act or omission of the Indemnifying Party or its Personnel; or

(ix) infringement or alleged infringement of the Intellectual Property Rights or any other rights of any person, including any third party,

which was caused, or contributed to by, any act or omission of the Indemnifying Party or any of its Personnel.

(b) The Indemnifying Party's liability to indemnify the Indemnified Party under clause 8(a) is reduced to the extent that any wilful, unlawful

or negligent act or omission of the Indemnified Party or its Personnel contributed to the liability, loss, damage, cost, expense or compensation.

(c) Subject to clause 8(d), the liability of each party arising out of or in connection with this Agreement (including under any Indemnity) is limited in aggregate to be equal to the total amount of Fees paid in the 12 months prior to the cause of action arising.

(d) Any limit on the liability of each party under this Agreement does not apply in relation to liability relating to:

(i) personal injury (including sickness and death);

(ii) loss of, or damage to, tangible property;

(iii) an infringement of Intellectual Property Rights;

(iv) a breach of any obligation of confidentiality, security requirement or privacy.

9. Warranties & Disclaimer

(a) The Supplier represents and warrants to the Organisation that:

(i) (**Capacity**) it has the right to enter into the Agreement and perform the Services;

(ii) (**Conflict**) it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement;

(iii) (**IP**) it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services and to grant to the Organisation the licences contemplated by this Agreement; and

(iv) (**No infringement**) the receipt of the Services and the possession or use of any deliverables by the Organisation will not infringe the Intellectual Property Rights or other rights of any person or any Laws.

(b) The Organisation provides to the Supplier the warranties set out at Item 11 of the Services Schedule.

(c) The Organisation acknowledges that the Services are provided subject to the disclaimer set out at Item 10 of the Services Schedule.

10. Termination

(a) The Organisation may terminate the Agreement with immediate effect (or with effect from a specified date) by giving notice in writing to the Supplier if the Supplier:

(i) fails to provide the Services in accordance with the Agreement;

(ii) breaches any provision of the Agreement and, where that breach is capable of remedy, fails to remedy the breach within 10 Business Days after receiving written notice requiring it to do so (or such later date as may be specified in that notice);

(iii) breaches any provision of the Agreement that is not capable of remedy;

(iv) or any of its Personnel involved in the provision of the Services commits fraud, dishonesty or any other serious misconduct; or

(v) suffers from an Insolvency Event.

(b) Either party may terminate the Agreement without cause on 30 days' notice to the other party.

(c) If the Agreement is terminated by the Organisation pursuant to clause 10(b), the Organisation will pay the Supplier:

(i) for the Services performed in accordance with the Agreement up to the date of the termination; and

(ii) the unavoidable and substantiated costs incurred by the Supplier as a direct result of the termination, excluding any loss of profit,

and the Organisation has no other liability to the Supplier in relation to that termination.

(d) When the Organisation issues a notice under clause 10(b), the Supplier will immediately comply with any directions given in the notice and do all that is possible to mitigate its losses arising from the termination of the Agreement.

(e) The Supplier may terminate the Agreement by giving at least 20 Business Days written notice to the Organisation if the Organisation fails to pay amounts due under this Agreement.

(f) Termination or expiry of this Agreement will not prejudice any right of action or remedy that may have accrued to either party prior to termination or expiry.

(g) On termination or expiry the Supplier must immediately, following instructions by the Organisation, cease using all materials that contain any Data or Confidential Information by either destroying the materials or returning the materials at no additional cost to the

Organisation except as otherwise permitted under this Agreement.

11. Insurance

(a) The Supplier must obtain and maintain insurance cover during the Term and, if requested by the Organisation, for a period of up to 7 years after the Services have been completed, sufficient to cover any loss or costs that may be incurred and for which the Supplier may be liable in connection with the Agreement, including professional indemnity and, if applicable, public and product liability insurance to the value specified in the Program Summary or, if no value is specified, to a value sufficient to cover any loss or costs that may be incurred, as reasonably estimated by the Supplier.

(b) On request, the Supplier must, within 10 Business Days, provide the Organisation with evidence of the currency of any insurance it is required to obtain under this Agreement.

(c) Where the required insurance is due to expire, on request by the Organisation, the Supplier must provide evidence of the replacement insurance prior to the expiry of the initial insurance.

12. Confidentiality, privacy and data protection

(a) The Supplier and its Personnel must keep the Confidential Information confidential and secure and must not disclose or otherwise make available any Confidential Information to any other person.

(b) The Supplier consents to the Organisation publishing or otherwise making available information in relation to the Supplier (and the provision of the Services) as may be required to comply with Law and audit obligations.

(c) The Supplier acknowledges that it will be bound by the information privacy laws (together, **Privacy Obligations**) with respect to any act done or practice engaged in by the Supplier for the purposes of the Agreement, in the same way and to the same extent as the Privacy Obligations would have applied to the Organisation in respect of that act or practice had it been directly done or engaged in by the Organisation.

13. Access

When at the Organisation's premises, the Supplier must, and must ensure that its Personnel:

(a) protect people and property;

(b) prevent nuisance;

(c) act in a safe and lawful manner;

(d) comply with reasonable safety standards and policies of the Organisation as notified to the Supplier; and

(e) comply with any lawful directions of the Organisation or its Personnel.

14. Sub-contracting

(a) The Supplier must not sub-contract to any third person any of its obligations in relation to the Services without the prior written consent of the Organisation (which may not be unreasonably withheld).

(b) The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

15. Compliance with Law and Policy

(a) The Supplier must, in performing its obligations under the Agreement, comply with the Laws relevant to the provision of Services by the Supplier under the Agreement.

(b) Where, in the course of providing the Services, the Supplier or its Personnel:

(i) supervise or work with public sector employees;

(ii) undertake work that is of a similar nature to the work undertaken by public sector employees at a premises or location generally regarded as a public sector workplace; or

(iii) use or have access to public sector resources or information that are not normally accessible or available to the public,

the Supplier must (and must ensure that its Personnel) comply with reasonable codes of conduct or other policy notified by the Organisation to the Supplier.

16. GST

(a) The terms used in this clause have the same meanings given to them in the GST Act.

(b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Agreement are exclusive of GST.

(c) If GST is imposed on any supply made under or in accordance with the Agreement, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to the GST payable on or for the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of the GST amount will be made at the same time the

consideration for the taxable supply is to be paid or provided in accordance with the Agreement.

17. Dispute Resolution

(a) If any dispute arises under or in connection with this Agreement (**Dispute**), either party may at any time give written notice to the other (**Dispute Notice**) requesting that a meeting take place to seek to resolve the Dispute in good faith.

(b) If the Dispute is not resolved in 15 Business Days it will be referred to mediation (**Mediation**) conducted by the Australian Disputes Centre (**ADC**) in accordance with the ADC mediation guidelines (**Guidelines**) with each party bearing their own cost.

(c) If the parties fail to settle the Dispute at Mediation, the parties may agree to submit the dispute for resolution to final and binding arbitration.

(d) The parties will continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

18. General

(a) The Agreement is governed by and is to be construed in accordance with the Laws. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

(b) The Agreement may only be varied or replaced by a written document executed by the parties.

(c) A waiver of any right, power or remedy under the Agreement must be in writing and signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Agreement does not amount to a waiver.

(d) Any provision of the Agreement that is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

(e) The Organisation may set off against any sum owing to the Supplier under the Agreement any amount then owing by the Supplier to the Organisation.

(f) Subject to clause 18(g), a party may not assign any right under the Agreement without the prior written consent of the other party. The Supplier will be responsible for acts and omissions of any assignee.

(g) The Organisation may, by notice in writing to the Supplier, assign its rights, transfer its obligations or novate the Agreement to another government entity in the event of any government restructure or other re-organisation or change in policy.

19. Entire Understanding and order for precedence

(a) In the event and to the extent of any inconsistency between these General Conditions and the Program Summary, the General Conditions will prevail to the extent of the inconsistency. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the Program Summary without otherwise diminishing the enforceability of the remaining provisions of the Program Summary.

(b) This Agreement contains everything the parties have agreed in relation to the Services. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.

20. Survival

Clauses 3, 4, 6, 7, 8, 9, 10(c), 10(d), 10(f), 10(g), 11(a), 12, 14(b), 17, 18, 20, 21 and 22 of this Agreement survive the termination or expiry of this Agreement or the completion of the provision of Services and may be enforced at any time.

21. Definitions

In this Agreement, unless the context otherwise requires:

Accreditation means granting of authorisation by the Supplier to carry out the Program and exercise related Intellectual Property Rights as set out in this Agreement.

Accredited Personnel means the personnel of the Organisation that have been Accredited by the Supplier.

Agreement means the agreement for the provision of the Services consisting of these General Conditions, the Services Schedule and the Program Summary.

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993* (Vic)) in Melbourne.

Commencement Date means the date on which the provision of the Services will commence, as set out at Item 4 of the Services Schedule.

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to, the Organisation,

including any information designated by the Organisation as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information which:

(a) is in or which subsequently enters the public domain, other than as a result of a breach of an obligation of confidentiality;

(b) the Supplier can demonstrate was in its possession prior to the date of the Agreement;

(c) the Supplier can demonstrate was developed by it independently of any disclosures previously made by the Organisation;

(d) is lawfully obtained by the Supplier on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Organisation or otherwise prohibited from disclosing the information to the Supplier; or

(e) is required to be disclosed pursuant to Law, court order or other legal process.

Contract Materials means any materials (including any Intellectual Property) that the Supplier creates (whether alone or jointly with any other person) in performing the Services.

Data means all data, information, text, drawings, statistics, analysis and other materials embodied in any form which is:

(a) supplied by or on behalf of the Organisation in connection with this Agreement (**Input Data**); or

(b) generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Input Data, the Services or the deliverables.

Facilitators means Accredited Personnel and any other person assisting in the running of the Program for the Organisation, such as student teachers, student social workers, teachers aides and any other person assisting in the preparation and running of the Program for the Organisation.

Fees mean the fees set out at Item 6 of the Services Schedule.

General Conditions means these General conditions for the provision of Services.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Health Privacy Principles means the health privacy principles set out in the *Health Records Act 2001* (Vic).

Term means the term of the Agreement as set out at Item 5 of the Services Schedule.

Insolvency Event means, in relation to the Supplier, any of the following:

(a) anything that reasonably indicates that there is a significant risk that the Supplier is or will become unable to pay debts as they fall due;

(b) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Supplier or any of its assets; or

(c) the Supplier ceasing, or indicating that it is about to cease, carrying on business.

Intellectual Property Rights means all intellectual property rights at any time recognised by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know-how, registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Laws means:

(a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State or local or other government in force in the State of Victoria, irrespective of where enacted; and

(b) lawful requirements of any government or government department or other body or a governmental, semi-governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a State-owned enterprise), a self-regulatory authority established under statute or a stock exchange (wherever created or located) or a person (whether autonomous or not) who is charged with the administration of a law.

Licence Conditions means the conditions with which the Organisation must comply to maintain validity of the Accreditation and Intellectual Property Rights granted by the Supplier to the Organisation in clause 6.

Licence Period means the period set out at Item 8 of the Services Schedule.

Organisation means the party set out at Item 1 of the Services Schedule.

Overdue Amount means an amount (or part thereof) that:

(a) is not, or is no longer, disputed;

(b) is due and owing under a tax invoice properly rendered by the Supplier in accordance with this Agreement; and

(c) which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

Participants means students, young people and any other person receiving the Program and its related materials through the Organisation.

Personnel of a party includes the officers, employees, agents, contractors and sub-contractors of that party.

Pre-Existing Intellectual Property means all materials owned by or Licence d to a party as at the date of the Agreement or developed by or on behalf of a party independently of the Agreement.

Program means the 'Shark Cage® Program for Young Women: A Human Rights approach to gender violence and healthy relationships' as set out in the Program Summary and related materials identified by the Supplier.

Program Manual means the manual for delivery of the Program identified by the Supplier, as may be updated by the Supplier from time to time.

Program Mural Kit means the Official Shark Cage Mural Kit© identified by the Supplier, as may be updated by the Supplier from time to time.

Program Summary means the program summary set out in the Annexure to these General Conditions.

Rates means the monetary amount (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Supplier for the provision of the Services, as specified in the Program Summary.

Services means the services, and includes any deliverables provided as part of the services, as set out at Item 3 of the Services Schedule and as provided under this Agreement.

Services Schedule means the schedule of particulars for the Services attached to these General Conditions.

Supplier means the party set out at Item 2 of the Services Schedule.

Term means the duration of this Agreement as set out in clause 1.

22. Interpretation

Unless expressed to the contrary, in this Agreement:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) 'includes' and 'including' are not words of limitation;

(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;

(f) the obligations of the Supplier, if more than one person, under the Agreement are joint and several and each person constituting the Supplier acknowledges and agrees that it will be causally responsible for the acts and omissions, including breaches of the Agreement, of the other as if those acts or omissions were its own;

(g) the rights of the Supplier, if more than one person, under the Agreement, including the right to payment, jointly benefit each person constituting the Supplier (and not severally or jointly and severally); and

(h) a reference to:

(i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

(ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

(iii) any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision; and

(iv) a party or parties is a reference to the Organisation and the Supplier (as the case requires).

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