

Important Notice -- If you do not understand this document, you should seek independent legal advice.

THESE TERMS AND CONDITIONS WILL BE INCORPORATED INTO EVERY CONTRACT BETWEEN THE CUSTOMER AND AEG ON THE ISSUE OF ANY PURCHASE ORDER BY THE CUSTOMER.

1 Terms and Conditions

These Terms and Conditions are incorporated into and apply to every contract and to every transaction between the Customer and AEG for the Supply of Equipment, the hire of Equipment, the sale of Equipment and for the supply of Services.

2 Definitions:

In these Terms and Conditions unless the context otherwise requires the following words have the following meanings and cognate expressions have corresponding meanings:

ACL means the Australian Consumer Law (contained in the CCA).

Business Hours means, for dispatch and return of Equipment, 7:00 am – 1:30 pm Monday to Thursday and 7:00 am – 12 noon on Fridays.

AEG means Access Engineering Group ABN 87 106 703 422 of 35 Furnace Road, Welshpool, WA 6106.

AEG Premises means the location where AEG holds the Equipment for delivery and dispatch and to receive the return of the Equipment and includes any other premises designated by AEG for that purpose as may be notified to the Customer from time to time.

Contract means the relevant contract between AEG and the Customer for the Supply of the Equipment and or Services in question, as recorded in the Quote and as varied from time to time by AEG

Customer means the company named on the Quote.

Daily Rate means the rate based upon the Equipment being hired on a daily rate as set out in the Quote, as varied from time to time during the Hire Period in accordance with these Terms and Conditions.

Delivery means and is taken to have been completed when the Equipment is loaded onto a vehicle for dispatch to the Customer.

Delivery Docket means the Docket itemising the Equipment dispatched to the Customer.

Dispatch Date and Delivery Date means the date when the Equipment is loaded onto a vehicle for delivery to the Customer.

Equipment means all of the goods and items for sale or hire Delivered to the Customer, or at the Customer's directions, by AEG or on behalf of AEG, and includes all goods and items Supplied to the Customer or at the Customer's directions by or on behalf of AEG from time to time, and as the context requires includes any part of such Equipment.

Force Majeure means a circumstance beyond the control of AEG that results in AEG being unable to perform or perform on time any of its obligations, including acts of god, fire, explosions or any other natural disaster industrial disputes, Government control or regulation;

Hire Period means the period for the hire of the Equipment commencing on the Dispatch Date and concluding on the Return Date, as provided for in clause 14 below.

Hire Rate or Hire Price means the rate due and payable by the Customer for the hire of the Equipment as specified in the Quote, as varied from time to time during the Hire Period in accordance with these Terms and Conditions.

Insolvency Event means the happening of any of the following events in relation to the Customer:

- (a) an application is made to a court that it be wound up or a provisional liquidator or official manager be appointed, or it is wound up voluntarily or by the court or a provisional liquidator or official manager is appointed;
- (b) A meeting is called to place the Customer into liquidation or to appoint an administrator;
- (c) an order is made for it to be wound up;
- (d) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them, including a deed of company arrangement;
- (e) a receiver or receiver and manager is appointed to any of its assets;
- (f) it is taken to be insolvent or unable to pay its debts within the meaning of section 459C or section 585 of the Corporations Act; or
- (g) the Customer is, or states that it is, unable to pay its debts as and when they fall due;
- (h) the Customer ceases, or threatens to cease, to carry on business;
- (i) it becomes an insolvent under administration as defined in section 9 of the Corporations Act;
- (j) a judgment for payment of money is entered against the Customer, and not being the subject of an appeal remains unsatisfied for more than 14 days;
- (k) any execution is levied against the Customer;
- (l) the Customer being a natural person, commits an act of bankruptcy or becomes bankrupt.

AEG will collect and return the Equipment, the Equipment must be ready for collection on the designated date and in the condition required by clause 21(b) above.

22 Damage or loss of Equipment

- (a) If Equipment is not returned on the Return Date or is not in the condition required by clause 21 when it is returned the Customer will remain liable for and must continue to pay the Hire Rates for the Equipment until the Equipment is duly returned in the condition required by clause 21.
- (b) If Equipment is damaged and is able to be repaired, the Customer will remain liable for and must continue to pay the Hire Rates for the Equipment until the Equipment is repaired and the repaired Equipment is returned to AEG as required by these Terms and Conditions.
- (c) If Equipment requires replacement, the Customer will remain liable for and must continue to pay the Hire Rates for the Equipment until AEG receives payment of the replacement value of the Equipment calculated at the Prices in the AEG List Price applicable at the Return Date.
- (d) If Equipment is not returned in accordance with clause 21, the Customer will receive a compliance report within 7 days of return and the Customer must, as a debt due and payable by the Customer to AEG, pay AEG immediately on demand by AEG:
 - (i) the List Price of any Equipment which:
 - i. is for whatever reason not returned to AEG; or
 - ii. has been returned, but requires replacement because it is damaged beyond economical repair. AEG's decision in that regard will be final and binding on the Customer.
 - (ii) All disbursements and all costs (which will be charged at the List Price as applicable at the Return Date) incurred by AEG in:
 - i. cleaning the Equipment;
 - ii. repairing any damage to the Equipment (except for any damage caused by fair wear and tear and proper use of the Equipment in accordance with good industry practice and AEG's decision in that regard will be final and binding on the Customer);
 - iii. stacking the Equipment; and
 - iv. Otherwise ensuring compliance with the provisions of clause 21 above.

23 Breakdown of Equipment

- (a) If the Equipment breaks down, fails or becomes unsafe, the Customer must immediately stop using the Equipment and must take all necessary steps to prevent injuries to any persons or damage to any property as a result of the condition of the

Equipment. And the Customer must immediately notify AEG in writing of such breakdown, failure or defect.

- (b) AEG shall not be liable for any Claims, including consequential damages, expenditure, damages, loss or inconvenience incurred by the Customer, or anyone claiming through the Customer, arising out of any breakdown in the Equipment, whether caused by fair wear and tear, lack of repair or negligence on the part of AEG or any other reason whatsoever.
- (c) If any Equipment breaks down, fails or is damaged due to the act or omission of the Customer (including any of the Customer's employees, servants, agents or invitees) or any third party, AEG will continue to charge and the Customer will be and remain liable for all hire charges until the Equipment has been repaired or replaced and has been returned to AEG as provided for in these Terms and Conditions.
- (d) In the event of a break down or failure, which in the sole opinion of AEG is caused by fair wear and tear, or any inherent defect in the Equipment, AEG will at its own expense restore the Equipment to working order as quickly as reasonably possible.
- (e) If any Equipment breaks down or fails due to fair wear and tear or an inherent defect in the Equipment, AEG may in its absolute discretion determine not to charge the Customer for the hire of the affected equipment during the time in which the affected equipment is not working.
- (f) In such event AEG will notify the Customer of the extent to which the hire charges are abated and the period of such abatement. The amount of the abatement and the duration of the abatement will be determined in the absolute discretion of AEG. The Customer remains liable for and must pay any unaffected Hire Rates promptly on due date as required in accordance with the terms of the Contract in question.
- (g) In the event of any break down or failure of the Equipment, the Customer may not repair or attempt to repair the Equipment and may not have any repairs effected to the Equipment by any person other than a person authorised or approved by AEG.
- (h) The Customer acknowledges the Equipment can from time to time break down or fail during ordinary use.
- (i) The Customer will not have any Claim of any kind, including consequential damages, against AEG for any delay, loss or damage of any kind directly or indirectly arising out of or in connection with the late or non-delivery, break down, failure or defect in the Equipment, failure to repair the Equipment timeously or at all, or any accident arising from or in connection with to the Equipment.

24 Termination of hire

Upon termination of any hire contract for any reason, the Equipment must be returned to AEG by the Customer at the Customer's sole cost and expense in

accordance with the provisions of these Terms and Conditions.

25 Sale of Equipment

The sale of any Equipment to the Customer will be in accordance with the provisions of the Quote.

26 Retention of title

In the case of the sale of any Equipment to the Customer:

- (a) AEG retains full legal and equitable title and all of its right title and interest in and to any Equipment Supplied to the Customer until payment in full has been received by AEG and the funds have been cleared by AEG's bank.
- (b) Until payment in full has been received by AEG, the Customer must keep the Equipment safe and free from deterioration, destruction, loss or harm, and the Customer must clearly designate the Equipment as the property of AEG, store the Equipment in such a way that it is clearly identified as the property of AEG and keep full and complete records, firstly, of the physical location of the Equipment and, secondly, the ownership of the Equipment by AEG.
- (c) Until payment in full has been received by AEG for the Equipment, and in consideration of delivery of the Equipment prior to payment being made by the Customer, the Customer irrevocably authorises AEG at any time and from time to time to inspect and to recover and retake possession of such Equipment and otherwise exercise in relation to the Equipment any of AEG's rights, whether those rights are as owner and/or unpaid Seller or otherwise pursuant to these Terms and Conditions and whether those rights are conferred or arise by common law, contract, statute or in any other way.
- (d) In order to exercise such entitlement, and in consideration of delivery of the Equipment prior to payment being made by the Customer, AEG and its agents are irrevocably authorised by the Customer to enter any of the Customer's premises or those of any third party where the Customer has located the Equipment. The Customer agrees to and must on demand by AEG obtain the consent of any such third party to such entry by AEG and the Customer will indemnify AEG and its agents against any Claims and any liability whatsoever arising from or in connection with any entry upon the Customer's or any third party's premises and the removal of the Equipment or any part thereof and the retaking of possession of the Equipment by AEG.

27 Security interest

The retention of title arrangement described in clause 26 constitutes the grant of a purchase money security interest by the Customer in favour of AEG in respect of all present and after-acquired Equipment Supplied to the Customer by AEG.

28 Sale of Used Equipment

All used equipment is sold as is and where is. The Customer has sole responsibility to undertake any independent testing to ensure said Equipment is fit for use and complies with the appropriate Australian Standards. No warranty, guarantee or refund is offered on any used item sold.

29 Default

If:

- (a) There is any default by the Customer in the performance of any provision of any Contract, including these Terms and Conditions, and including in the performance of any obligation, term, agreement or condition contained in or implied in any Contract or these Terms and Conditions; or
- (b) Any payment or any other money due by the Customer is at any time unpaid for seven (7) days after becoming due, whether formal demand has been made or not; or
- (c) The Customer fails to comply with any of its other obligations under any Contract or these Terms and Conditions and that failure continues after the expiration of seven (7) days written notice, which has been given by AEG to the Customer to remedy the default; or
- (d) An Insolvency Event occurs; or
- (e) The Customer ceases or threatens to cease to carry on its business, or a material part of its business, or disposes of or threatens to dispose of its business or a material part of its business or any of its material assets; or
- (f) The Customer stops using the Equipment or threatens to stop using the Equipment; or
- (g) Any distress or execution is levied or enforced against any of the Customer's assets or property;
- (h) Any representation, warranty, reply to a requisition or any financial or other information provided to AEG by or on behalf of the Customer in connection with any Contract, Supply of Equipment or these Terms and Conditions is or becomes untrue, false or misleading; or
- (i) In the reasonable opinion of AEG there is a material adverse change in the financial condition of the Customer or its business; or
- (j) Customer parts with possession of, ceases to retain control of, vacates, abandons or otherwise surrenders the Equipment for any reason,

Then without prejudice to any of AEG's other rights and remedies:

- (k) all amounts owing to AEG shall immediately become due and payable; and
- (l) AEG may without the requirement to give any notice:

- i. suspend or terminate the Supply of Equipment and any of its other obligations to the Customer; and
- ii. Immediately recover all of the Equipment Supplied to the Customer, in accordance with clause 30.

30 Recovery and Repossession of Equipment

- (a) For the purpose of recovering and repossessing the Equipment the Customer authorises AEG, its directors, servants and agents to enter upon any premises occupied by, or being used by, the Customer, and to search such premises and to remove the Equipment therefrom.
- (b) The Customer shall be liable for and hereby indemnifies AEG against any Claims, loss, expense, cost or damage whatsoever that may be incurred or suffered by AEG as a result of or in any way in connection with AEG entering upon and searching any premises to locate and or remove Equipment, taking possession of and/or removing the Equipment, including but not limited to any damage caused to the Equipment, and to any gate, door, fence wall or obstruction and to any structure. The Customer must pay all of AEG's costs and expenses incurred in connection with the recovery and repossession and transportation of the repossessed Equipment to AEG's premises.
- (c) The Customer shall indemnify AEG and hold AEG harmless against all Claims suffered or incurred by AEG arising or in connection with AEG repossessing the Equipment.
- (d) The Customer shall remain liable for all hire costs and any other monies due to AEG in connection with the Supply of the Equipment up to the time of the due and proper return of the Equipment to AEG at its premises in accordance with the provisions of these Terms and Conditions.
- (e) If there is any delay in recovering the Equipment, then the Customer shall be and remain liable for and must reimburse AEG for all costs and expenses incurred by reason of the delay, together with all lost hire fees arising from or in connection with the Supplied Equipment being unavailable. Upon AEG providing written notification to the Customer of such costs and expenses, such amounts shall become a debt due and payable by the Customer to AEG.

31 Notification of insolvency event

- (a) Customer must promptly advise the AEG in writing of the occurrence of any event that might affect its ability to perform its obligations under any Contract with AEG, including any Insolvency Event, any change in its name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of the Customer's gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring.
- (b) The Customer acknowledges that, despite any such event, change, or step the Customer remains liable to pay all monies due for all Equipment or Services Supplied.

32 PPSA

- (a) AEG may register any actual or impending security interest (in any manner AEG considers appropriate) in relation to any security interest in the Equipment and the proceeds arising in respect of any dealing in the Equipment contemplated or constituted by any contract for the Supply of Equipment and by these Terms and Conditions.
- (b) AEG may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest).
- (c) Without limiting AEG's rights to register a Security Interest in respect of any of the Equipment, these Terms and Conditions and any Contract constitute a Security Agreement for the purposes of the PPSA.
- (d) The Customer covenants and undertakes to:
 - a. promptly do anything that is required by AEG, including executing documents and providing assistance and information to AEG:
 - (i) so that AEG can acquire and maintain one or more perfected security interests under the PPSA in respect of the Equipment and its proceeds,
 - (ii) to facilitate the registration and maintenance of any security interest under the PPSA
 - (iii) to register a financing statement or financing change statement and
 - (iv) to ensure that AEG's security position and its rights and obligations, are not adversely affected by the PPSA;
 - b. not register a financing change statement in respect of a security interest contemplated or constituted by these Terms and Conditions without AEG's prior written consent; and

- c. not create or purport to create any security interest in the Equipment, nor register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without AEG's prior written consent.
- (e) The Customer waives their right under section 157 of the PPSA to receive a copy of the verification statement relating to a security interest created under these Terms and Conditions and any Contract in connection with the Equipment.
- (f) The Customer agrees that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of:
- a. pursuant to section 115(1) of the PPSA; section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
 - b. pursuant to section 115(7) of the PPSA; section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
- (f) Unless otherwise agreed and to the extent permitted by the PPSA, AEG and the Customer agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an interested person, or any other person requested by an interested person. The Customer waives any right they may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the said information.
- (g) For the purposes of section 20(2) of the PPSA, the collateral is the Equipment. These Terms and Conditions are a security agreement for the purposes of the PPSA.
- (h) AEG may apply amounts received in connection with any contract to satisfy obligations secured by a security interest contemplated or constituted by any contract and these Terms and Conditions in any way AEG determines in AEG's absolute discretion.
- (i) The Customer must notify AEG in writing of any change to the Customer's details set out in the Customer's credit application, within 2 days from the date of such change.
- (j) All Equipment hired by or for or to the Customer will be registered until the Equipment is returned to AEG in accordance with the provisions of these Terms and Conditions.
- (k) All Equipment sold to the Customer will be registered until the Equipment is fully paid for.
- 33 Liability**
- (a) To the extent permitted by law, all warranties, guarantees, representations, promises, conditions and statements of any kind (whether statutory or otherwise, and whether express or implied, oral or written) as to the suitability, state, quality or fitness for purpose of the Equipment, are hereby expressly excluded.
 - (b) The Customer may have the benefit of consumer guarantees under the ACL, otherwise to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into any contract and these Terms and Conditions are excluded
 - (c) To the extent permitted by law, and subject only to where the Contract expresses otherwise, AEG is not liable to the Customer for, and the Customer forever releases and discharges AEG from, any Claim by, or loss to the Customer arising out of or connected with the Supply, Hire and or Sale of the Equipment or the operation of the Equipment, and any breach or default by AEG, or any negligence of AEG.
 - (d) Nothing in the Contract is intended to exclude, restrict or modify rights which the Customer may have under the ACL or any other legislation, which may not be excluded, restricted or modified by agreement.
 - (e) AEG shall have no liability to the Customer for any consequential loss.
 - (f) To the extent that Equipment Supplied by AEG are not goods of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of section 64A of the ACL, the Customer agrees that AEG's liability for a failure to comply with a consumer guarantee that the Customer may have a benefit under the ACL (other than a guarantee under sections 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities), is limited to, at the option of AEG, one or more of the following:
 - (i) Replacement of the Equipment or the supply of equivalent Equipment;
 - (ii) The repair of the Equipment;
 - (iii) The payment of the cost of replacing the Equipment or of acquiring equivalent Equipment; or
 - (iv) The payment of the cost of having the Equipment repaired.
 - (g) And without limiting the foregoing, AEG's liability for any breach of any condition or warranty or guarantee of any kind express or implied is limited to AEG doing one or more of the following at its election:
 - (i) Replacement of the Equipment or the supply of equivalent Equipment;
 - (ii) The repair of the Equipment;

- (iii) The payment of the cost of replacing the Equipment or of acquiring equivalent Equipment; or
- (iv) The payment of the cost of having the Equipment repaired.
- (h) To the extent that Services supplied by AEG are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, AEG's liability for failure to comply with a consumer guarantee that the Customer may have the benefit of is limited to, at the option of AEG:
 - (i) the supply of the Services again; or
 - (ii) the payment of the cost of having the Services supplied again.
 - (iii) AEG suffers or incurs as a consequence of the Customer's failure to carry out its obligations under any clause of these Terms and Conditions.
- (i) In consideration of the Supply of the Equipment to the Customer, the Customer irrevocably and unconditionally indemnifies AEG against, and releases AEG from, any Claim or loss of whatsoever nature and kind and whether sustained by the Customer or any other person, in relation to or connected with the Supply, Hire and or Sale of any Equipment under any contract or these Terms and Conditions.
- (j) Without affecting any of its other rights under the Contract and these Terms and Conditions, AEG shall not be liable for any delay or failure to perform any of its obligations if such is due to Force Majeure or where such delay or failure arises by reason of, as a consequence of or in connection with non-payment or will f monies to it by the Customer.
- (k) All the rights, immunities and limitations of liability in the any contract or these Terms and Conditions benefiting AEG shall continue to have full force and effect in all circumstances and notwithstanding any breach by AEG or any termination of any contract or by AEG.

34 Privacy Act

- (a) The Customer consents and authorises AEG to obtain and collect from any source including all banks and financial institutions and to retain and use all personal information about the Customer including the Customer's finances, credit history, credit worthiness and financial standing (Information) for the purposes of:
 - (i) assessing the customer's credit worthiness;
 - (ii) administering the provision of credit and finance in respect to the Customer's dealings with AEG and enforcing AEG's rights against the Customer.
- (b) The Customer consents and authorises AEG to provide the Information to:

- (i) any person for the purposes set out in clause (a) above;
- (ii) any bank or credit agency for the purposes of obtaining information and maintaining credit records.

35 Waiver

Any failure by AEG to enforce any provision of any contract or of these Terms and Conditions, or any forbearance, delay or waiver of its rights under indulgence granted by AEG to the Customer will not be construed as a waiver of its rights under such contract or these Terms and Conditions.

36 Severability

If any provision of these Terms and Conditions (and any Contract between AEG and the Customer) is held invalid, unenforceable or illegal for any reason, the remaining provisions of these Terms and Conditions (and any Contract between AEG and the Customer) shall otherwise remain in full force apart from such provisions that shall be deemed deleted.

37 Survival of Agreement

Subject to any provision to the contrary, these Terms and Conditions shall endure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers, but shall not endure to the benefit of any other persons.

The covenants, conditions and provisions of these Terms and Conditions which are capable of having effect after the expiration of any contract shall remain in full force and effect following the expiration of the contract in question.

38 Authority

The Customer and its representative warrants and represents to AEG, that they have obtained all necessary authority and consent to enable them to enter in to the contract or transaction in question and to bind the Customer to perform all of its obligations thereunder.

39 Notices

- (a) The Customer chooses its address set out in the Quote as its address for the purposes of the giving of any notice, the serving of any process and for any other purpose arising from these Terms and Conditions.
- (b) In addition to any service approved by law, any notice given by AEG to the Customer which:
 - (i) is delivered by hand during normal business hours to the Customer at its chosen address, is deemed to be received by the Customer at the time of delivery; and
 - (ii) is posted by pre-paid post is deemed to be received by the Customer on the third day after the date of posting; and

- (iii) is sent by facsimile transmission is deemed to be received by the Customer upon completion of that transmission; and
- (iv) is sent by email, is deemed to be received by the Customer upon a delivery confirmation report being received by the sender that records the time that the email was delivered to the Customer's email address.

40 Governing Law:

These Terms and Conditions takes effect, is governed by, and shall be construed in accordance with the laws of the State of Western, Australia and each party hereby unconditionally submits to the jurisdiction of the Courts of Western Australia, Australia and of any Court competent to hear appeals there from.

41 Tax & GST

- (a) The Customer must on demand pay any duty assessed on this document and any fee to register or maintain any security interest held by AEG in respect of Equipment or Services Supplied to the Customer.
- (b) Words and expressions defined in the GST Law have the same meaning when used in this clause.
- (c) All amounts payable by the Customer in respect of any transaction, contract or supply have been set and determined without regard to GST.
- (d) Subject to the Customer's right to a valid tax invoice, the Customer must pay an amount equivalent to the GST Amount payable in respect of any taxable supply by AEG at the same time as payment for that supply is made.
- (e) The Customer will indemnify AEG and hold AEG harmless in respect of any GST payable with regard to any Supply made by AEG to the Customer or at the Customer's direction.

42 Legal costs

The Customer must pay all legal costs (on a solicitor/client basis) and expenses (including commissions payable to a commercial agent) incurred by AEG in enforcing these Terms and Conditions immediately on demand by AEG.

43 Intellectual Property

All intellectual property (including copyright) in or incidental to the Equipment, its use (including erection) and in any designs, drawings, specifications, sketches and samples provided by AEG is vested in and remains the property of AEG.

44 Interpretation

- (a) Captions and headings of clauses are for convenience only and do not affect the interpretation of these Terms and Conditions.
- (b) Where an expression is defined anywhere in these Terms and Conditions, it has the same meaning throughout,
- (c) The singular includes the plural and one gender includes the other genders and vice versa.

- (d) An obligation, representation or warranty on the part of more than one person is entered into by and is enforceable against those persons jointly and each of them severally.
- (e) The use of words such as "include", or "including", or "for example", does not limit the generality of any term or expression that precedes such words.
- (f) The word "person" and reference to a person includes a firm, a body corporate, an unincorporated association, an authority and any other entity, and vice versa.
- (g) The presence or absence of capital letters will not affect the meaning of a defined term.
- (h) The provisions of the Recitals and any Schedule, other than the captions and headings form part of these Terms and Conditions.
- (i) If anybody or authority has ceased to exist, reference to that body or authority will be deemed to be reference to the body or authority as then serves substantially the same objects as that former body or authority.
- (j) A reference to the president of a body or authority will, in the absence of a president, be read as reference to the senior officer for the time being of the body or authority, or any other person fulfilling the duties commonly associated with those of a president.
- (k) Unless otherwise stated, if a party's consent or approval is required, it may be granted or withheld at that party's discretion and will not be effective unless in writing.
- (l) If any provision of these Terms and Conditions requires a notice to be given by a party, it must be in writing, unless the provision states it may be given orally.
- (m) If any provision of these Terms and Conditions is or becomes void, invalid or unenforceable for any reason, the same shall be severed from these Terms and Conditions and the remainder of these Terms and Conditions shall continue in full force and effect.
- (n) Reference to any thing includes any part of that thing.
- (o) A reference to these Terms and Conditions includes the recitals and any schedules, annexures and exhibits to these Terms and Conditions and, where amended, means these Terms and Conditions as so amended.
- (p) Reference in these Terms and Conditions to "day" shall mean a period of 24 hours ending at midnight.