

FES TERMS AND CONDITIONS FOR ESM SERVICES

Acceptance of these Terms & Conditions

1. In these Terms a reference to **FES** is a reference to Fire Rescue Victoria ABN 28 598 558 561 trading as Fire Equipment Services.
2. This Agreement shall apply in lieu of any terms given by the Client to FES whether included in a purchase order or otherwise and whether or not FES acknowledges receipt of same and any such terms given by the Client shall have no force or effect.
3. FES may offer to supply the Services by issuing a Proposal. FES may amend or withdraw a Proposal at any time prior to acceptance by Client.
4. Client may accept FES' Proposal by signing and returning same, or by requesting that FES supply the Services described in the Proposal.
5. These Terms apply as the terms and conditions of the Agreement between FES and Client for provision of the Goods and Services.

Term of Agreement

6. This Agreement commences on the earlier of the commencement date set out in the Proposal, or if no commencement date is set out, then the date FES commences supplying the Goods and/or Services, and continues for the term set out in the Proposal.
7. On the expiration of the Term, this Agreement shall continue on a month-to-month basis, terminable by either party on 30 days' written notice.

Access to Premises

8. Client must procure that FES and its contractors obtain all necessary access to the Premises and ESM for the purpose of FES supplying the Goods and/or Services.
9. FES and its contractors will comply with Client's reasonable directions in accessing the Premises.
10. FES shall not be liable for delays to or a failure to provide the Goods and/or Services if Client fails to comply with its obligations to provide FES or its contractors with necessary access to the Premises and ESM.

ESM Maintenance

11. Subject to clauses 12 and 13, FES will use reasonable endeavours to supply the Goods and/or Services so that the ESM for the Premises as specified in the Proposal are inspected, tested and maintained in accordance with the requirements of the Building Act, the Building Regulations and any applicable Maintenance Determination, Maintenance Schedule, Australian Standard and BCA requirement.
12. FES is not responsible for the inspection, testing or maintenance of Out of Scope ESM. Client is solely responsible for the inspection, testing and maintenance of Out of Scope ESM at Client's own cost.
13. FES' Service obligations are subject to any express limitations set out in FES' Proposal.
14. If Client authorises FES to prepare an AESMR for the Premises on its behalf, Client acknowledges and agrees that FES will not be liable if:
 - (a) any act or failure to act of Client, its servants, agents, contractors or invitees;
 - (b) any breach by Client of its obligations under this Agreement; or
 - (c) any failure by any of Client's agents or contractors excluding FES to provide certificates of completion or other information or records for Out of Scope ESM,
 delays or prevents FES from preparing an AESMR or carrying out the Services.
15. Notwithstanding that an AESMR is prepared by FES on behalf of Client, Client is solely responsible for signing the AESMR (or, if Client is not the owner of the Premises, procuring that the AESMR is signed by the owner of the Premises).
16. Notwithstanding that FES may prepare an AESMR that includes information provided to FES by or on behalf of Client or Third Parties, FES is not responsible for and provides no warranty that Out of Scope ESM have been maintained as required by law.

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Conditions applicable to the Services

17. FES will use reasonable endeavours to respond to Client ESM maintenance requests within two (2) hours in an emergency situation, which is a situation where there is an imminent threat to life, property or the environment. Client acknowledges that response times will be subject to the availability of FES' personnel and factors beyond FES' control and FES does not warrant that it will be able to respond within two (2) hours of every request.
18. All Services supplied by FES to Client which are not in response to an emergency situation will be supplied during ordinary business hours. Services in response to an emergency situation may be provided outside of ordinary business hours, subject to clause 17 and may be subject to additional charges and call-out fees.
19. FES will use reasonable endeavours to advise Client of defects or want of repair to ESM apparent during an inspection carried out by FES. FES is not liable for the identification, reporting or repair of defects that are not apparent during routine testing in accordance with Applicable Standards or which are inaccessible. FES shall not be obliged to inspect or test or maintain ESM where inspection and testing:
 - (a) cannot be carried out safely and in accordance with occupational health and safety laws;
 - (b) would require the disturbance of any material which FES reasonably considers may or does include any form of asbestos or other dangerous or hazardous substance;
 - (c) would require or risk damage to any part of the Premises or any property;
 - (d) cannot otherwise in the reasonable opinion of FES be undertaken reasonably and safely; or
 - (e) would require the opening up or dismantling of any ESM plant and equipment, unless required by an Applicable Standard.

Conditions applicable to Goods

20. FES may repair or replace ESM to obtain compliance with an Applicable Standard.
21. Unless otherwise specified in the Proposal, FES will seek the Client's written authorisation before replacing ESM plant and equipment (excluding maintenance items such as consumables, globes and filters) where the parts and labour costs will exceed \$500.00 exclusive of GST.

Client Obligations

22. Unless otherwise agreed by FES in writing, prior to FES commencing work under this Agreement, Client must provide FES with the following in relation to the Premises:
 - (a) a copy of the Asbestos Register;
 - (b) unimpeded access to the AESMR;
 - (c) a copy of the Occupancy Permit or Maintenance Determination signed by registered building surveyor;
 - (d) a copy of any Maintenance Schedule;
 - (e) the anniversary date for the AESMR; and
 - (f) the contact details for all other contractors of Client who are responsible for the maintenance of Out of Scope ESM.
23. Client must immediately notify FES of any malfunction, defect or want of repair in any part of the ESM.
24. Client must promptly provide FES with all information reasonably requested by FES in relation to the ESM, the Premises and the provision of the Services.
25. Client must attend any onsite meetings reasonably requested by FES.
26. FES is not liable for a delay in or failure to provide the Services if Client does not authorise the repair or replacement of ESM recommended by FES or comply with its obligations in clauses 22 to 25.

Fees and charges

27. Client shall pay FES' fees and charges for the Services as set out in the Proposal or if not set out, in accordance with FES' usual fees and charges applicable from time to time as notified to Client.
28. Additional fees and charges may be payable by Client as set out in the Proposal and under clause 29 and clause 30.
29. Client acknowledges and agrees that the following Goods and Services if required in FES' reasonable opinion, will incur extra fees and charges:
 - (a) repairs, rectification works, the replacement of missing equipment and all costs that are capital nature;
 - (b) the supply of logbooks and registers and other AESMR records;
 - (c) the supply of consumables, batteries, luminaires, spare parts;

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- (d) costs associated with removing and replacing defective ESM;
 - (e) the supply of ESM plant equipment and other capital items;
 - (f) work on ESM not included in the Proposal if FES agrees to undertake such work;
 - (g) testing to/and including levels of service other than those required under an Applicable Standard;
 - (h) emergency callouts, fuel and lubricants;
 - (i) the supply or use of special access equipment, hire of ladders, scissor lifts, etc. to gain access to detectors or equipment for testing or maintenance;
 - (j) the repair of damage caused by acts of God, negligence, vandalism, misuse, water or electrical transients/surges; and
 - (k) third party accreditations and licence fees;
30. In addition to fees for the Services, Client must pay FES' charges for all Goods supplied by FES in carrying out the Services.
31. FES' invoices must be paid by the Client in full and without set-off or deduction within 14 days of the date of the invoice.
32. FES' fees and charges will be increased annually by 3% or the Consumer Price Index (Melbourne, all groups) whichever is greater.
33. FES may charge interest on all monies due to it at a rate being 2% above the rate prescribed under the *Penalty Interest Rates Act 1983* from time to time and computed from the due date for payment until the date payment in full is received by FES.
- PPSA**
34. Client grants FES a Security Interest in respect of the Goods and their Proceeds.
35. The Security Interest granted under clause 34 is a Purchase Money Security Interest.
36. This Agreement is a Security Agreement.
37. Client agrees that until such time as the Goods have been paid for in full, the Goods shall not constitute a fixture to any real property and notwithstanding that the goods may be installed on or in the Premises.
38. FES may perfect its Security Interest by registering a Financing Statement or Financing Change Statement on the Personal Property Securities Register.
39. Client must:
- (a) provide any information to FES that FES reasonably requires to perfect its Security Interest;
 - (b) reimburse FES in respect of its costs (including legal costs on an indemnity basis) in respect of obtaining an order under section 182 of the PPSA;
 - (c) provide FES with not less than 14 days' written notice of any change to its address, trading name, business or any other information set out or required in the Financing Statement.
40. Client waives its right to receive a verification statement under section 157 of the PPSA.
41. To the extent permitted under the PPSA, the following provisions of the PPSA shall not apply (and Client waives its rights under those provisions):
- (a) section 95 (to the extent it requires FES to give notice);
 - (b) section 121(4);
 - (c) section 130;
 - (d) section 132 (3) (d);
 - (e) section 132 (4);
 - (f) section 135;
 - (g) section 142; and
 - (h) section 143.
42. Until the Goods have been paid for in full Client must not grant a Security Interest or any other form of encumbrance over the Goods.
43. Terms used in this section have the meaning given to them in the PPSA.
- GST**
44. The amount or value of any payment or other consideration payable or to be provided under or in connection with this Agreement is the value for GST purposes of any Taxable Supply to which that payment or other consideration relates.
45. Unless otherwise provided to the contrary in a Proposal all consideration payable in connection with this Agreement is exclusive of GST.

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46. To the extent that any supply under this Agreement constitutes a Taxable Supply, the Consideration payable by the Recipient to the Supplier will be increased by the applicable amount of GST, obtained by calculating the value of the Taxable Supply by the prevailing rate of GST.
47. Any GST amount must be paid by the Recipient to the Supplier at the same time and in the same manner as the relevant Consideration is paid or given under this Agreement, without any right of set-off or deduction (unless otherwise provided in this Agreement).
48. If this Agreement requires the Recipient to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the Supplier, the amount which the Recipient must pay, reimburse or contribute will be the amount net of any Input Tax Credits to which the Supplier is entitled to claim in respect of the outgoing, in addition to any GST Amount if the payment, reimbursement or contribution constitutes a Taxable Supply by the Supplier to the Recipient.
49. The Supplier must issue the Recipient with a valid Tax Invoice at or prior to the time of payment of any GST Amount.
50. To the extent that any Adjustment occurs in relation to a Taxable Supply, the Supplier must issue an Adjustment Note to the Recipient within five Business Days of becoming aware of the Adjustment, and any payment necessary to give effect to such Adjustment must be made within five Business Days after the date of receipt of the Adjustment Note.
51. Terms used in this section have the meaning given to them in the GST Act.

Client warranties

52. Client warrants that it is the owner of the Premises or has been duly authorised by the owner of the Premises to engage FES to enter upon the Premises to carry out the Services and/or deliver the Goods.
53. Client warrants that all information provided by it in connection with the EMS for the Premises is accurate and complete.

Intellectual Property

54. FES is and shall be the sole and unencumbered owner of all Intellectual Property Rights in the Contract Material.

55. Nothing in this Agreement grants Client any Intellectual Property Rights in the Contract Material or any other Intellectual Property owned by or licensed to FES.
56. During the Term, Client has a revocable, non-exclusive, royalty free licence in Australia to reproduce any Contract Material provided to it by FES for the sole purpose of and limited to obtaining the benefit of the Services.

Privacy

57. Any Personal Information supplied by Client to FES shall be collected and held by FES pursuant to FES' privacy policy which may be accessed through FES' website at www.frv.vic.gov.au

Credit Check

58. Client consents to FES conducting a credit check as to Client's creditworthiness and agrees to provide FES with any information reasonably requested for that purpose.
59. FES may terminate the Agreement within one month of the Commencement Date if not reasonably satisfied with the Client's creditworthiness.

Indemnities & Limitation of liability

60. FES relies on and is not obliged to check the accuracy of information provided to FES by Client or Third Parties.
61. Subject to clause 63, Client hereby releases and forever discharges FES, its employees, officers, servants, contractors and agents from all claims, demands, proceedings, damages, losses, costs and expenses however described and arising out of or incidental to or in connection with:
 - (a) FES' reliance on information provided to FES by Client or Third Parties;
 - (b) FES following a direction of the Client in relation to the carrying out of the Services;
 - (c) Client's election that hydrants be inspected less frequently than monthly with the exception of sites serviced in accordance with AS1851-2005 or AS1851-2012;
 - (d) personal injury or death;
 - (e) property damage;
 - (f) failure of the ESM; and
 - (g) false alarms (including but not limited to fire alarms).

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62. Subject to clause 63, Client hereby indemnifies and holds harmless FES its employees, officers, servants, and agents from all claims, demands, costs and expenses however so described (including legal costs on an indemnity basis) for:

- (a) personal injury or death,
- (b) damage to property;
- (c) failure of the ESM;
- (d) false alarms (including but not limited to fire alarms);
- (e) any claim caused or contributed to by Client's election that hydrants be inspected less frequently than monthly with the exception of sites serviced in accordance with AS1851-2005 or AS1851-2012;
- (f) any claim for wrongful entry, trespass or other wrong by the owner of the Premises or the ESM or any person claiming through the owner or with an under interest;

and arising out of or in connection with the carrying out of the Services or delivery of the Goods.

63. The releases in clauses 61(d), 61(e), 61(f) & 61(g) and the indemnities in clauses 62(a), 62(b), 62(c) & 62(d) shall not apply to the extent that the wilful negligence or breach of this Agreement by FES contributed to the loss, damage, injury or death.

64. Subject to clause 66, in no case will FES be liable to Client or any person claiming through Client for any claim, loss, damages or costs arising out of or in connection with loss of profit, loss of revenue, loss of use, loss of data, loss of production, damage to brand or reputation, damage to goodwill, business interruption or any other special, indirect or consequential loss howsoever described.

65. Subject to clause 66, FES' total aggregate liability to Client and any person claiming through Client and whether under this Agreement, in contract, tort or otherwise will not exceed the total fees and charges paid by the Client in relation of the Proposal.

66. The exclusions and limitations set out in clauses 64 and 65 shall not apply in relation to the liability of FES for personal injury or death.

Australian Consumer Law

67. Pursuant to section 64A of the Australian Consumer Law (as Schedule 2 to the Competition and Consumer Act 2010), FES' liability for breach of a consumer guarantee under the Consumer Law is limited:

- (a) in the case of goods, to one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired;
- (b) in the case of services, to:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

68. Clause 67 does not apply if Client establishes that it is not fair or reasonable for FES to rely on that term.

Dispute Resolution

69. If any dispute arises under the Agreement which the parties are unable to resolve within 14 days of such dispute arising, the chief executive officer (or equivalent) of each party will promptly meet and discuss in good faith with a view to resolving the dispute.

70. If the dispute is unable to be resolved under clause 69 within 14 days, the parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the Chair of Resolution Institute, or the Chair's designated representative.

71. The Resolution Institute Mediation Rules shall apply to the mediation.

72. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

Sub-contractors

73. FES may subcontract the provision of the Services without the consent of Client.

74. FES is responsible to Client for the performance of FES' subcontractors.

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Force Majeure

75. FES is not liable for a delay in or failure to provide the Services caused or contributed to by a Force Majeure Event and notwithstanding that the Force Majeure Event was foreseeable.
76. FES may suspend the provision of the Services because of a Force Majeure Event.
77. Nothing in this Agreement requires the settlement of any strike, lockout or other industrial dispute.
78. Client may cancel the provision of the Services if a Force Majeure Event prevents FES from supplying the Services for a continuous period exceeding 45 days.

Cancellation of Services

79. FES may suspend the Services or any part of them if Client is in default of any payment obligation to FES under this Agreement.
80. FES may cancel the Services and terminate this Agreement immediately and without notice if the Client:
 - (a) defaults in any payment due to FES;
 - (b) fails to provide access to the Premises or ESM as required by this Agreement;
 - (c) if the Client suffers an Insolvency Event;
 - (d) if the Client is in material breach of this Agreement and that breach:
 - (i) is irremediable; or
 - (ii) has not been remedied within 14 days of FES' written notice to Client.
81. Client may terminate this Agreement without cause by giving FES 30 days' written notice.
82. Client remains liable to pay for all Goods and Services supplied by FES notwithstanding termination of this Agreement.
83. On termination under clauses 80 or 81, Client must upon demand pay FES' costs of acquiring any Goods in anticipation of providing the Services and which Goods were not supplied to Client and cannot be sold by FES for at least cost price within 3 months of the date of termination.
84. On termination under clause 80 all monies owing to FES as at the date of termination shall become immediately due and payable to FES without demand (if they were not otherwise so).

Notices

85. A notice, demand, certification, process or other communication relating to this Agreement must be in writing in the English language, and may be sent by pre-paid post, pre-paid courier, or by email to the parties addresses as recorded in the Proposal.
86. Subject to clause 87, a notice or document will be taken to be delivered or served as follows:
 - (a) in the case of delivery in person or by courier, when delivered;
 - (b) in the case of delivery by post within Australia, five (5) Business Days after the date of posting or, if sent via a next day delivery service, on the next Business Day following the date of posting;
 - (c) in the case of delivery by post to or from an address outside Australia, eight (8) Business Days after the date of posting;
 - (d) in the case of email, on the day of sending provided no intimation of non-delivery or receipt is received by the sender.
87. If any notice or document is delivered or deemed to be delivered:
 - (a) after 5.00pm in the place of receipt; or
 - (b) on a day which is a Saturday, Sunday or public holiday in the place of receipt,it is taken as having been delivered at 9.00am on the next day which is Business Day.

General provisions

88. This Agreement may be amended or replaced only by an instrument in writing executed by each party.
89. Except where this Agreement expressly states otherwise, FES may, in its discretion, give conditional, unconditional, or withhold any approval or consent under this Agreement.
90. Client may not assign this Agreement without the prior written consent of FES.

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91. Client acknowledges that FES may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of FES may be transferred to or vested in another governmental agency. If FES is reconstituted, renamed or replaced or if some or all of the powers, functions or responsibilities of FES are transferred to or vested in another governmental agency, references in this Agreement must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that it has assumed or has had transferred to it or vested in it those powers, functions or responsibilities.
92. Each party must pay its own costs in relation to the preparation and negotiation of this Agreement.
93. Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and in addition to any other rights of that party.
94. No party to this Agreement has the power to obligate or bind any other party.
95. This Agreement does not create a relationship of employment, joint venture, trust, agency or partnership between the parties.
96. The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement
97. Nothing contained in, implied by or authorised by this Agreement has the effect of placing any fetter, constraint or limitation on the exercise by FES of any of its statutory rights, duties, powers or functions.
98. Each party must, at its own expense, do everything reasonably necessary (including executing and delivering documents) to give full effect to this Agreement and the transactions contemplated by it.
99. Any provision of this Agreement which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable. If the provision cannot be read down, it will be ineffective to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
100. A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

101. This Agreement is governed by the law of Victoria. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.
102. Clauses 33 (penalty interest), 34-43 (PPSA), 44-51 (GST), 60 -66 (liability and indemnity) 67-68 (Australian consumer Law), 69- 72 (dispute resolution), 82-84 (liability after termination), 88-104 (general & interpretation) survive the termination of this Agreement.
103. The Proposal and these Terms constitute the entire agreement between the parties and no party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement commenced.

Definitions

104. In this Agreement:

- (a) **Applicable Standard** means a standard referred to in clause 11 and that is applicable to the inspection, testing and maintenance of the ESM the subject of this Agreement.
- (b) **AESMR** means an annual essential safety measures report within the meaning of the Building Regulations.
- (c) **Agreement** means the agreement arising on Client's acceptance of the Proposal and consists of:
 - (i) the relevant Proposal; and
 - (ii) these Terms.
- (d) **Asbestos Register** means any register of asbestos containing materials maintained in respect of the Premises.
- (e) **BCA** means the Building Code of Australia as adopted under the Building Regulations.
- (f) **Building Act** means the *Building Act 1993* and the **Building Regulations** means the Building Regulations 2018.
- (g) **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.
- (h) **Commencement Date** means the commencement date of this Agreement determined in accordance with clause 6.

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- (i) **Contract Material** means all documents and other information and whether in electronic or corporeal form provided by or created by or on behalf of FES in the course of carrying out the Services (and includes any training material prepared by FES).
- (j) **Client** means the legal person that has agreed to acquire the Services from FES named in the Proposal.
- (k) **Essential Safety Measures** or **ESM** has the meaning given to that term in the Building Regulations.
- (l) **Force Majeure Event** means anything outside FES' reasonable control including but not limited to fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, public health orders made or restrictions imposed in response to epidemic or other health emergency, labour dispute, labour shortage and a failure or delay in transportation and any act or omission of any third person (including a government or governmental agency) to provide any required approval or consent.
- (m) **GST** has the meaning given in the GST Act.
- (n) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (o) **Goods** means all goods supplied by FES to Client under this Agreement.
- (p) **Intellectual Property Rights** means statutory and other proprietary rights in respect of trademarks, patents, circuit layouts, copyrights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 as amended.
- (q) **Insolvency Event** means anything that reasonably indicates that there is a significant risk that:
 - (i) Client is or will become unable to pay debts as they fall due;
 - (ii) a step being taken to have an administrator, a receiver, receiver and manager, liquidator or provisional liquidator appointed to Client or any of its assets or undertaking; or
 - (iii) Client ceasing, or indicating that it is about to cease, carrying on business.
- (r) **Maintenance Determination** and **Maintenance Schedule** have the meaning given to those terms in the Building Regulations.
- (s) **Occupancy Permit** means an occupancy permit for the purposes of the Building Act.
- (t) **Out of Scope ESM** means any ESM that is not expressly identified in a Proposal and which FES has not agreed to provide Services for, pursuant to a Proposal.
- (u) **Personal Information** has the meaning given to that term in the *Privacy and Data Protection Act 2014* (Vic).
- (v) **Premises** means the premises identified in a Proposal in relation to which FES has been requested to provide the Services.
- (w) **Proposal** includes any service quotation or other written proposal to supply the Goods and/or Services issued by FES to the Client.
- (x) **PPSA** means the *Personal Property Securities Act 2009*.
- (y) **Resolution Institute** means the Resolution Institute of suite 602, Level 6 Tower B, Zenith Centre, 821-843 Pacific Hwy, Chatswood NSW 2067.
- (z) **Services** means the inspection, testing and maintenance of ESM and any other services supplied by FES under this Agreement
- (aa) **Term** means the term of the Agreement set out in the Proposal.
- (bb) **Terms** means these terms and conditions which form part of the agreement.
- (cc) **Third Parties** means any person who is not a party to this Agreement but does not include FES' employees, servants, agents and contractors.

Interpretation

105. In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (c) 'includes' means includes without limitation;

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- (d) 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;
- (e) a reference to:
 - (i) a person includes a natural person, partnership, body corporate, 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) a document includes all amendments or supplements to, or replacements or novations of, that document;
- (f) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
- (g) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (h) a right or obligation of any two or more persons binds or benefits them jointly and severally;
- (i) '\$', 'dollars' or 'AUD' is a reference to Australian currency;]
- (j) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day.

THIS SECTION TO REMAIN BLANK

106. Headings do not affect the interpretation of this Agreement.