

TERMS AND CONDITIONS

Welcome to Lead and Succeed Education! These terms apply when you sign up for our online course through our website, being <https://lead-and-succeed.com/> and any other websites we operate with the same domain name and a different extension (**Website**), including <https://courses.lead-and-succeed.com>.

1 HOW TO READ THESE TERMS

In these terms, we also refer to Lead And Succeed Education Pty Ltd ABN 18 689 725 442 as “**our**”, “**we**”, or “**us**”. And you are you!

To make it easier for you to understand the terms on which we provide, and you use, the Parent Courses and our Tutoring services, we’ve tried to keep these terms of use (**terms**) as simple as possible by using plain English.

When we say **Parent Courses**, we mean our pre-recorded online courses for parents and all associated materials and resources made available through your Account.

When we say **Tutoring Services**, we mean our live online tutoring delivered via Zoom in weekly sessions over an eight-week Tutoring Programme, offered as a Group Package, a One-on-One Package, NAPLAN sessions (one-off), or holiday workshops. The Parent Courses and the Tutoring Services are together called the **Offerings**.

Student means the child who receives the Tutoring Services.

We’ve also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

2 ACCEPTING THESE TERMS AND CONDITIONS

Before you enrol for our Parent Courses, or otherwise engage with the Offerings, please carefully read these terms. If you don’t agree to these terms, please don’t enrol in the Offerings. By clicking “accept” when you create an account, or otherwise proceed to engage with the Offerings, you agree to be bound by these terms.

3 ENROLMENT

- (a) To enrol into the Parent Courses or the Tutoring Services, you will need to create an account (**Account**) and pay the Fees (as defined in clause 6.1(a)).
- (b) By creating an Account and paying the Fees or otherwise accessing the Parent Courses or Tutoring Services (**Course Enrolment**) you represent and warrant that:
 - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us (or someone of sufficient age and capacity is contracting on your behalf); and
 - (ii) you are authorised to use the debit or credit card you provide for your Course Enrolment.
- (c) Your Course Enrolment constitutes your acceptance to enter into a contract with us under these terms, where we will provide you with the applicable Parent Course or Tutoring Service you have ordered in exchange for payment of the applicable fees.
- (d) These terms are not agreed between you and us until we have approved your payment of the Fees and you receive an email from us confirming that your Course Enrolment has been accepted.
- (e) Tutoring Services may be offered as:
 - (i) a Group programme;
 - (ii) a One-on-One recurring term package;
 - (iii) a One-on-One flexible session package;
 - (iv) a NAPLAN session (one-off); or

- (v) a holiday workshop,
as specified at the time of enrolment.

4 OUR PARENT COURSES AND TUTORING SERVICES

4.1 PARENT COURSES

- (a) The Parent Courses are designed to provide parents and carers with information and resources to assist them in supporting their child's phonics development.
- (b) We will endeavour to ensure that the Parent Courses provided will be substantially as described on our Website.
- (c) Once we have received payment of the applicable Fees you will be granted access to the Parent Courses. Parent Course materials may be viewed online through your Account and may also be downloaded by you for your personal use in accordance with clause 5(b). There is no fixed time limit on access to the Parent Courses while they remain available on our Website.
- (d) You are responsible for managing your Account and ensuring that you only access and engage with the Offerings in an appropriate manner.
- (e) We may retire or remove a Parent Course or take down the Website. If we do so, we will email you at your Account email address and provide a period of not less than 7 days for you to download the Parent Course materials before they are removed. Subject to your rights and remedies under applicable law, no refund will be provided for a Parent Course that you have already accessed.

4.2 TUTORING SERVICES

- (a) Group Programmes are delivered online via Zoom in weekly lessons over an eight-week term. Enrolment in a Group Programme is for the full eight-week term and reserves a place for the Student for the duration of that term.
- (b) One-on-one Tutoring are individual lessons which are provided as either:
 - (i) a recurring term booking, under which a regular weekly appointment is reserved exclusively for the Student for the applicable term; or
 - (ii) a flexible session package, under which the Student may book individual sessions from a defined package, subject to our availability.
- (c) NAPLAN sessions are provided as one-off sessions as specified at the time of enrolment.
- (d) Holiday Workshops are offered as fixed programmes comprising multiple lessons or sessions and are not available for individual session purchase.
- (e) Specific session times and Zoom links will be notified to you following enrolment.

5 YOUR ACCOUNT AND LICENCE

- (a) Your Account access to Parent Courses has no fixed term while the Parent Courses remain available on our Website, subject to clause 4.1(e).
- (b) We grant you a personal, non-exclusive, non-transferable licence to use the Parent Courses and any materials we provide for the Tutoring Services for your own personal, non-commercial purposes. You may download Parent Course materials for this purpose.
- (c) You must not give access to your Account to any other person.
- (d) We may revoke your licence and terminate your Account if we reasonably suspect misuse, including sharing your Account, reselling, reposting or otherwise making our materials available to others, making commercial use of our materials, or other non-compliance with these terms. If your licence is revoked and your Account is terminated for breach, you will not be entitled to a refund of the Fees.

6 PAYMENT

6.1 GENERAL

All Fees are:

- (a) as displayed and accepted by you at the time of checkout (**Fees**);
- (b) in Australian Dollars; and
- (c) subject to change without notice prior to your Course Enrolment.

6.2 PARENT COURSE PAYMENT OBLIGATIONS

Fees for Parent Courses must be paid in full at the time of Enrolment, unless otherwise agreed by us.

6.3 Tutoring payment obligations

- (a) **(Group Programmes)** The total Fees for a Group Programme, are stated at the time of enrolment for the full programme. You may pay those Fees:
 - (i) in full and upfront at the time of enrolment; or
 - (ii) by paying a non-refundable deposit at the time of enrolment, with the balance payable by automatic weekly instalments over the eight-week term.
- (b) For the avoidance of doubt, the payment plan in clause 6.3(a)(ii) is a payment arrangement for the full eight-week Group Programme Fee and does not constitute a week-to-week enrolment or separate purchase of individual lessons. Once a Group Programme has commenced, the total Fees for the full eight-week programme remain payable notwithstanding any failure to attend individual lessons, subject to your rights and remedies under applicable law.
- (c) **(Deposit)** The deposit for a Group Programme secures and reserves the Student's place in the programme. If you withdraw from a Group Programme before it commences, the deposit is non-refundable, but any amount paid above the deposit will be refunded.
- (d) **(One-on-one Tutoring)** Fees for One-on-one Tutoring will be as specified at the time of enrolment and may apply to a recurring term booking or a defined flexible session package.
- (e) **(Holiday Workshops)** Fees for holiday workshops are payable in full at the time of enrolment.

6.4 GST

Unless otherwise indicated, amounts stated on the Website include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice to you.

6.5 ONLINE PAYMENT PARTNER

We may use third-party payment providers such as Stripe or Square (**Payment Providers**) to collect payments for the Course. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider accessible <https://squareup.com/au/en/legal/general/privacy> and <https://stripe.com/au/privacy> and, to the maximum extent permitted by law, we will not be liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

6.6 PAYMENT AUTHORISATION AND CARD SURCHARGE

- (a) We reserve the right to charge credit card surcharges in the event that payment of the Fees are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (b) Where you select a payment plan, you authorise us or our Payment Provider to automatically charge each instalment to the payment method provided by you on the applicable payment dates. You must ensure that sufficient funds or credit are available to

meet each payment when due. This authorisation will continue until all instalments have been paid or the payment plan is otherwise cancelled or terminated in accordance with this agreement.

- (c) If an instalment cannot be processed when due, we may notify you and attempt to process the payment again. Where an instalment cannot be successfully processed after two consecutive payment attempts, we reserve the right to suspend the applicable Tutoring Services and terminate your enrolment by written notice. You remain liable for any outstanding Fees accrued up to the date of suspension or termination, subject to your rights and remedies under applicable law.

6.7 PRICING ERRORS

In the event that we discover an error or inaccuracy in the Fees for your Course Enrolment, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of enrolling in the relevant course at the correct Fees or cancelling your Course Enrolment. If you choose to cancel, we will refund any Fees already paid to your original method of payment, and where applicable, cancel any outstanding payment instalments.

7 MONEY-BACK GUARANTEE FOR TUTORING

- (a) During the Tutoring Programme, we retain samples of the Student's work and provide parents or carers with regular feedback regarding the Student's progress, strengths and areas for further development. We may also provide an end-of-term report summarising the Student's progress and recommended next steps.
- (b) If a parent/carer believes that the Student has shown no measurable progress during the Tutoring programme, we will review the Student's work samples and feedback from the programme, including the Student's first in-class task and/or any homework they submit, and the Student's final work (taken from the end of the program) to assess whether measurable progress has occurred. If there is genuinely no growth, we will refund the tutoring fees. In a dispute, we may provide the rubric used for assessment.
- (c) To be eligible for a refund under this guarantee:
 - (i) the Student must attend the scheduled lessons for the full Tutoring programme;
 - (ii) the Student must have made reasonable efforts to complete the homework, practice tasks and other work assigned during the programme; and
 - (iii) you must request the refund in writing within 14 days after the final lesson.
- (d) We may consider the Student's engagement with the programme, completion of assigned work and homework, and application of feedback when assessing whether measurable progress has occurred.
- (e) If, following our assessment, we determine that the Student has made no measurable progress despite satisfying the eligibility requirements in clause 7(c), we will refund the Fees paid for the Tutoring Programme and, where applicable, cancel any unpaid instalments under the payment plan.
- (f) This guarantee is a voluntary guarantee provided in addition to your rights under the Australian Consumer Law and is your sole contractual remedy for lack of improvement.

8 VOUCHERS AND DISCOUNT CODES

- (a) We may provide promotional offers and codes offering a discount on the Parent Courses (**Voucher**). To use a Voucher, you will need to enter its code at checkout.
- (b) A Voucher may not be applied retrospectively. Vouchers are non-transferrable and cannot be redeemed for cash or credit. Additional terms or conditions may apply and these will be set out on the Voucher.

9 DISCLAIMER

- (a) While the Parent Courses have been prepared with care to help you teach your child phonics, the information is general in nature and does not take into account your personal circumstances. Results are not guaranteed and depend substantially on the effort and

implementation by you as a parent or carer. You should obtain appropriate professional advice before relying on the information in the Parent Courses.

- (b) Except for the money-back guarantee in clause 7, we do not guarantee particular outcomes for the Student. Outcomes depend on factors including the Student's engagement and completion of any requested submissions or tasks.

10 COLLECTION NOTICE AND PRIVACY

- (a) We may collect personal information about you in the course of providing you with our Offerings, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy (found at <https://lead-and-succeed.com/privacy-policy>) contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.
- (c) By agreeing to these Terms, you agree to be bound by the clauses outlined in our Privacy Policy.

11 INTELLECTUAL PROPERTY

11.1 OUR IP

- (a) Intellectual Property Rights in the Offerings and any other related information or materials (**materials**) are owned or licensed by us. Except as permitted under applicable laws, no part of the material can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purposes without our express written consent.
- (b) You will not under these terms acquire Intellectual Property Rights in any of Our IP.
- (c) You must not resell, repost, redistribute, publicly share or otherwise make available any of Our IP, including any Parent Course materials or materials provided as part of the Tutoring Services, to any third party.

11.2 DEFINITIONS

For the purposes of this clause 11:

- (a) **"Our IP"** means all materials owned or licensed by us and any Intellectual Property Rights attaching to those materials.
- (b) **"Intellectual Property Rights"** means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

12 PARENT COURSE CANCELLATIONS

- (a) Once we confirm your enrolment in a Parent Course, we generally do not allow change-of-mind cancellations or refunds unless otherwise agreed by us in writing.
- (b) Nothing in this clause 12 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law, including the *Competition and Consumer Act 2010* (Cth).

13 PARENT COURSE CANCELLATIONS

- (a) Once you have been granted access to a Parent Course, Fees paid for that Parent Course are non-refundable if you subsequently cancel or terminate your enrolment, subject to your rights and remedies under applicable law.
- (b) You acknowledge that, once access to a Parent Course has been provided, we have made the Parent Course available to you and incurred costs in providing that access. The

parties acknowledge that the Fees paid for the Parent Course are a genuine pre-estimate of the loss likely to be suffered by us if you subsequently cancel or terminate your enrolment.

14 TUTORING CANCELLATIONS, WITHDRAWALS AND RESCHEDULING

14.1 GROUP PROGRAMMES AND HOLIDAY WORKSHOPS

- (a) If you withdraw from a Group Programme:
 - (i) before the programme commences, the deposit will be forfeited and any Fees paid above the deposit will be refunded; or
 - (ii) after the programme has commenced, the total Fees for the full programme remain payable but are generally non-refundable, subject to your rights and remedies under applicable law.
- (b) If you withdraw from a Holiday Workshop, the Fees paid are generally non-refundable, subject to your rights and remedies under applicable law.
- (c) If you are unable to attend an individual lesson forming part of a Group Programme or Holiday Workshop, the Fees attributable to that lesson are not refundable or creditable. Where available, the Student may attend a make-up class in the same week or another suitable class, subject to availability.
- (d) If a make-up class is not available, we will provide the recorded instructional or explanation component of the relevant lesson where available, so that the Student can complete the relevant work in their own time and submit it for marking and feedback.
- (e) We may reschedule a Group Programme lesson or Holiday Workshop lesson on reasonable notice. If the rescheduled lesson is not reasonably suitable for the Student, we will provide an appropriate alternative, credit or refund as required under applicable law.

14.2 ONE-ON-ONE RECURRING TERM BOOKINGS

- (a) If you need to cancel an individual lesson and provide at least 48 hours' notice, we may, subject to availability, reschedule the lesson to another suitable time. A rescheduled lesson is subject to our availability and is not guaranteed.
- (b) If a suitable rescheduled time is not available, we may, at our discretion, provide a credit or refund for the cancelled lesson.
- (c) If you cancel a lesson with less than 48 hours' notice, or the Student does not attend a scheduled lesson, the Fees for that lesson remain payable, and no refund or credit will ordinarily be provided.
- (d) We may, at our discretion, assist with cancellations arising from genuine exceptional circumstances, including by offering a rescheduled lesson, credit or refund.
- (e) Planned holidays or other periods of non-attendance should be notified to us as early as reasonably practicable. A recurring appointment remains reserved for the Student during the applicable term, and Fees remain payable for scheduled lessons during periods of planned absence unless we agree otherwise in writing.
- (f) If we are unable to provide a scheduled One-on-One lesson, we will offer a suitable rescheduled lesson or, where this is not reasonably possible, provide an appropriate credit or refund.

14.3 ONE-ON-ONE FLEXIBLE SESSIONS

- (a) A scheduled session may be cancelled or rescheduled by providing at least 48 hours' notice. Where reasonable notice is provided, we will, subject to availability, reschedule the session or credit the session to the Student's package.
- (b) If a session is cancelled with less than 48 hours' notice, or the Student does not attend, the session will be treated as used and will not be rescheduled, credited or refunded. We may, at our discretion, waive this requirement in genuine exceptional circumstances.

- (c) If we are unable to provide a scheduled session, we will reschedule the session at a mutually suitable time or, where this is not reasonably possible, provide an appropriate credit or refund.

15 PUBLISHING PHOTOS ONLINE OR ON SOCIAL MEDIA

Subject to your agreement of non-disparagement of us and the Offerings, you may publish general information about what you have learnt from the Offerings, online or on social media (or both), provided such information is general in nature and does not cover any of the actual content or information covered in the Offerings. We ask that you please provide accreditation to us by reference or hashtag if you make such a publication. We reserve the right to require you to remove any such publications or remove any accreditation to us.

16 DATA SECURITY

While we will use our best efforts to ensure that your information, data or other electronic materials (**Data**) that is being backed-up or stored as part of the Offerings will be stored securely, we will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

17 THIRD PARTY SERVICES, CONTENT, TERMS AND WEBSITES

17.1 THIRD PARTY GOODS AND SERVICES

- (a) To provide you with the Offerings, we may use goods or services provided by third parties (including Zoom for live lessons and Systeme.io for hosting Parent Courses) who have their own terms and conditions and policies (**Third Party Terms**).
- (b) Provided we have notified you or given you a copy of the Third Party Terms, you agree to the Third Party Terms that apply to your use of the Offerings.
- (c) To the maximum extent permitted under applicable law and our agreements with any applicable third parties, we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms, including in relation to any fault or error of the Offerings or any issues experienced in Course Enrolment.
- (d) You have the right to reject any Third Party Terms but if you do, we cannot provide you with the Parent Course and you will need to cancel in accordance with this agreement.

17.2 THIRD PARTY CONTENT

The Offerings may contain text, images, data and other content provided by a third party and displayed in the information provided through the Parent Course (**Third Party Content**). We accept no responsibility for Third Party Content and make no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

17.3 LINKS TO OTHER WEBSITES

- (a) The Offerings may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website in the Offerings does not imply our approval or endorsement of the linked website.

18 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Offerings. You should take your own precautions to ensure that the process that you employ for accessing the Offerings does not expose you to risk of viruses, malicious computer code or other forms of interference.

19 REPORTING MISUSE

If you become aware of misuse of the Offerings by any person, any errors in the material in the Offerings or any difficulty in accessing or using the Offerings, please contact us immediately using the contact details or form provided on our Website.

20 SERVICE LIMITATIONS

While we will use our best endeavours to ensure the Offerings are working for their intended purpose, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Offerings may have errors or defects;
- (b) the Offerings may not be accessible at times;
- (c) messages sent through the Offerings may not be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Offerings may not be secure or confidential; or
- (e) any information provided through the Offerings may not be accurate or true.

21 NOTICES

- (a) A notice or other communication to a party under these terms must be:
 - (i) in writing and in English; and
 - (ii) delivered to the other party via email, to the email address most regularly used by the parties to correspond regarding the subject matter of these terms as at the date of these terms (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that the email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

22 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

23 LIABILITY

23.1 LIABILITY

To the maximum extent permitted by law, the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the value of the Fees paid for the Offerings.

23.2 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity,

goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by us, except:

- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

24 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

25 TERMINATION

25.1 TERMINATION FOR CONVENIENCE

We may terminate this agreement for convenience by providing you with 10 Business Days' written notice.

25.2 TERMINATION FOR BREACH

- (a) Either party may terminate this agreement immediately by written notice if there has been a Breach of this agreement.
- (b) A "**Breach**" of this agreement means:
 - (i) a party considers the other party is in breach of this agreement and notifies that other party;
 - (ii) the other party is given 10 Business Days to rectify the breach; and
 - (iii) the breach has not been rectified within 10 Business Days or another period agreed between the parties in writing.

25.3 EFFECT OF TERMINATION

Upon termination of this agreement:

- (a) your Account will be terminated and you will no longer have access to the Offerings;
- (b) each party must return all property and Confidential Information to the other party;
- (c) each party must comply with all obligations that are by their nature intended to survive the end of this agreement; and
- (d) each party must stop using any materials that are no longer owned by, or licensed to, them when this agreement is terminated.

25.4 TUTORING PROGRAMME TERMINATION

Termination or withdrawal from a Tutoring Programme is subject to clause 14, including the provisions relating to cancellations, withdrawal, rescheduling and refunds.

26 GENERAL

26.1 GOVERNING LAW AND JURISDICTION

These terms is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

26.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

26.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

26.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

26.5 ASSIGNMENT

You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

26.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

26.7 ENTIRE AGREEMENT

These terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

26.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;

- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.