

# Service Terms

Thank you for choosing BoostIT Computer Services Pty Ltd (ABN 31 107 508 396) (**us, Boost IT or the Provider**) to provide IT support and technology expertise to your business (**you or the Client**).

## 1. Agreement

### Engagement

- 1.1. By placing an order for a prepaid plan through our website or otherwise communicating to the Provider, whether in writing or verbally, entry into a prepaid plan, you agree to be bound by these terms and conditions of services (**Service Terms**). Conditional upon Boost IT accepting any order placed through the website in accordance with the Website Terms of Use, these Service Terms constitute a binding agreement between you and the us and govern the delivery of services by Boost IT to you (**Agreement**).
- 1.2. The Client engages the Provider to provide the Services to the Client, and the Provider hereby accepts that engagement and agrees to provide the Services to the Client, in accordance with the terms of this Agreement.

### Commencement and duration

- 1.3. The Provider's engagement with the Client will commence on the Commencement Date and will continue until terminated in accordance with this Agreement.

### Nature of relationship

- 1.4. The Provider is an independent contractor of the Client and nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between the parties.

### Privacy and Website Terms of Use

- 1.5. Our [Privacy Policy](#) and [Website Terms of Use](#) are incorporated by reference into this Agreement.

## 2. Services

### Prepaid Plans

- 2.1. Our prepaid plans provide an allocation of units of Services as stated in the title of your chosen plan (e.g. a Prepaid 10 Plan provides 10 units of Services) for use in a 4 month period.
- 2.2. Services provided under our prepaid plans may include:
  - 2.2.1. Remote IT support - 0.25 unit per 15 minutes or part thereof (1.5 times loading outside of Helpdesk Hours)
  - 2.2.2. Onsite IT support or maintenance during Helpdesk Hours in Supported Capital Cities – 0.25 unit per 15 minutes or part thereof with a minimum of 2 units (1.5 times loading outside of Helpdesk Hours)

### Procurement and license management

- 2.3. In addition, the parties may agree from time to time that Boost IT will provide pricing and procurement of requested licences, including renewals and ongoing management of licences.

## Statement of Work

- 2.4. From time to time the parties may agree to a Statement of Work outlining individual engagements for the Provider to provide Services to the Client (each an Engagement). The Provider's obligation to provide the Services that are the subject of each Engagement does not arise until the Client has accepted the relevant Statement of Work by:
  - 2.4.1. duly executing a copy of the Statement of Work and returning it to the Provider;
  - 2.4.2. otherwise communicating to the provider, whether in writing or verbally, its acceptance of that Statement of Work; and
  - 2.4.3. giving the Provider any instructions in connection with the Services described in the Statement of Work.
- 2.5. Each Engagement will be a separate agreement governed by and subject to these Service Terms.

## Service delivery

- 2.6. The method of delivering the Services, including remotely or by onsite attendance, will be determined by the Provider acting reasonably.
- 2.7. The Provider will use commercially reasonable efforts to meet the services levels outlined below:

Severity Level	Description	Response Time	Resolution Time
Service Request	Pricing for Hardware and Software	8 hours	24 hours
Service Request	Provisioning of MS and other licences	4 hours	8 hours
3	General Helpdesk Support	15 mins	As scheduled
2	Urgent Helpdesk Support	15 mins	2 Hours
1	Urgent Onsite Support (multiple users affected)	15 mins	24 Hours

## Standards and duties

- 2.8. The Provider must, in providing the Services:
  - 2.8.1. (**Honesty and diligence**) be honest and diligent and provide the Services to it to the best of its knowledge and abilities;
  - 2.8.2. (**Standards**) at all times maintain reasonable ethical, professional and technical standards;
  - 2.8.3. (**Compliance with laws**) comply with all applicable laws and regulations;
  - 2.8.4. (**Client-specific requirements**) comply with any Client-specific requirements agreed to by the parties in writing from time to time;
  - 2.8.5. (**Discrimination and harassment**) not unlawfully discriminate against, sexually harass or otherwise physically or verbally abuse any person; and
  - 2.8.6. (**Privacy**) in relation to any Personal Information (as defined in the Privacy Act 1998 (Cth)) of any customer, client, supplier or Representative of the Client, any user or prospective user or any other person, comply with:
    - 2.8.6.1. the Privacy Act 1998 (Cth) and any guidelines, information sheets and other relevant material issued from time to time by the Commonwealth Privacy Commissioner; and
    - 2.8.6.2. any approved privacy policy and procedures adopted from time to time by the Client.

### Client obligations

- 2.9. Client will cooperate with the Provider in the provision of the Services, including:
  - 2.9.1. (Assistance) making available free of charge and within a reasonable time any necessary information, decisions, access to systems, personnel, facilities and services and following any reasonable direction of the Provider to enable the Provider to provide the Services including to diagnosing any issues;
  - 2.9.2. (Onsite access and safety) providing reasonable access to its sites and ensuring those premises are safe and fit for the provision of any Services delivered onsite and providing any necessary site inductions to the Provider and the Provider's Representatives;
  - 2.9.3. (Privacy) ensuring all relevant consents are obtained from, and providing all relevant notices to, individuals whose personal information is provided by the Client to the Provider; and
  - 2.9.4. (Contact Person) nominating a key contact person for the escalation of concerns.

### Issues with equipment

- 2.10. Where in the Provider's opinion equipment requires additional support, or support beyond the scope of the obligation of the Provider under this Agreement, due to its age, configuration or implementation, the Provider reserves the right to cease support of that item of equipment until it is brought up to agreed industry standards.

### Suspension of Services

- 2.11. Without limiting the Provider's rights under this Agreement, the Provider may suspend the supply of Services with 7 days' prior notice (which may be written or verbal) to the Client if the Client fails to pay an amount due and payable that is 14 days past the due date which is not the subject of a good faith dispute and for which a valid tax invoice has been issued. The Client acknowledges that such suspension may impact their business operations.

## 3. Pricing and invoicing

### Pricing

- 3.1. In consideration for the provision of the Services by the Provider, the Client will pay the Provider the price for the relevant Services (exclusive of GST and Expenses) (the **Fees**) as set out on Boost IT's website, as quoted or notified by the Provider to the Client for licence management, as designated in a Statement of Work or as otherwise agreed.
- 3.2. Unless otherwise specified under prepaid plans and licence management below or in a Statement of Work, the Provider will invoice the Client for the relevant Charges upfront and such Charges are payable in advance.

### Prepaid plans

- 3.3. The Provider will invoice for the Client for the relevant Charges upon the Commencement Date of this Agreement and then the earlier of the date only one unit of support is available under the plan and 4 months from the last invoice.
- 3.4. Any unused units will be available for use in the following 4 month period, and at the Provider's discretion, may be rolled over indefinitely.
- 3.5. The Provider will keep and maintain accurate records of the number of units of Services delivered under the plan and provide the Client with a copy of such records upon reasonable notice as may be requested by the Client from time to time.

### Licence management

- 3.6. The Provider will invoice the Client for the relevant Charges based on usage on or about the 28th day of each calendar month in arrears.
- 3.7. Unless otherwise specified, the Fees includes the third party costs payable by the Provider to the licensor. Such costs are beyond the control of the Provider. Accordingly, licence management Fees are subject to change. The Provider may vary the Fees by:
  - 3.7.1. For new licences, quoting the current Fee to the Client at the time the Client is looking to take on new licences;
  - 3.7.2. For existing licences, with 14 days written notice to the Client;
  - 3.7.3. Issuing a new Price List to the Client from time to time which will take effect immediately for any future licences, and after 14 days for existing licences.

### Reimbursement of Expenses

- 3.8. The Client will pay all reasonable expenses properly and necessarily incurred by the Provider in the course of providing the Services, provided that the Provider obtains the Client's written consent before incurring the expenses and provides the Client with acceptable documentation for the expenses incurred.

## 4. Payment

### Timing of payments

- 4.1. The Client must pay to the Provider all Charges properly invoiced pursuant to clause 3 in full on or before the date that is 14 days after the Client's receipt of the relevant invoice unless otherwise specified in a Statement of Work.

### Method of payment

- 4.2. All amounts to be paid by a party to another party under or in connection with this Agreement must be paid by credit or debit card or electronic funds transfer into the account nominated by the other party.

### No set-off or deduction

- 4.3. Unless otherwise agreed in writing, all amounts payable under or in connection with this Agreement must be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever.

### Default interest

- 4.4. If the Client fails to pay any sum payable by it under this Agreement to the Provider at the time and otherwise in the manner provided in this Agreement, it must pay interest on that sum from the due date of payment until that sum is paid in full at the Default Rate, calculated daily on the basis of a 365-day year and compounded monthly. Interest will accrue from day to day and will be payable on demand. The payment of interest by a party to another party in respect of any late payment under this clause 4.4 is in addition to any other remedies that the other party may have in respect of such late payment.
- 4.5. If a liability of the Client to the Provider under this Agreement becomes merged in a judgement or order and the interest rate that applies under that judgement or order is lower than the Default Rate, that party must, as an independent obligation, pay to the other party, at the same time and in the same manner as the sum that is the subject of that judgement or order is to be paid, such

additional interest on that sum as is required to ensure that the total amount of interest that the other party receives in respect of that liability is equal to the Default Rate.

#### Hardware

- 4.6. From time to time and in performing the Services, the Provider may provide a quote for hardware which will constitute an offer. The Client may accept that offer verbally or in writing at which point there will be a binding agreement between the parties for the sale of goods. Unless otherwise agreed, the Provider will then promptly invoice the Client with payment due prior to shipping.

#### 5. GST

##### Definitions regarding GST

- 5.1. In this clause 6 expressions that are not defined, but which have a defined meaning in the GST Law, have the same meaning as in the GST Law;

##### Consideration is exclusive of GST

- 5.2. Unless expressly stated otherwise, any sum payable, or amount used in the calculation of a sum payable, under this Agreement has been determined without regard to GST and must be increased on account of any GST payable under this clause 6.

##### Receiving Party to pay additional amount

- 5.3. If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the supply (**Receiving Party**) must pay to the supplier (**Providing Party**) an additional amount equal to the GST payable on the supply, subject to the Receiving Party receiving a valid tax invoice, or a document that the Commissioner will treat as a tax invoice, in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time and in the same manner as payment for the supply is required to be made in accordance with this Agreement.

##### Fines, penalties and interest

- 5.4. The amount recoverable on account of GST under this clause 6 by the Providing Party will include any fines, penalties, interest and other charges incurred as a consequence of any late payment or other default by the Receiving Party under this clause 6.

##### Reimbursement

- 5.5. If any party is required to pay, reimburse or indemnify another party for the whole or any part of any cost, expense, loss, liability or other amount that the other party has incurred or will incur in connection with this Agreement, the amount must be reduced by the amount for which the other party can claim an Input Tax Credit, partial Input Tax Credit or other similar offset.

#### 6. Confidentiality

- 6.1. Each party agrees to keep confidential and not use or exploit any Confidential Information of the other party obtained during the provision of Services.
- 6.2. Confidentiality obligations under this clause 7 will not apply to information that is:
  - 6.2.1. publicly available or becomes public through no fault of the receiving party; or
  - 6.2.2. required by a law or court order to be disclosed.
- 6.3. A party may disclose Confidential Information to those of its Representatives who have an actual need to know the Confidential Information for the performance of that party's duties or to exercise its rights under this Agreement.

6.4. The Client will not reproduce in whole or in part any report prepared by the Provider for use by any other party without the Provider's prior written approval.

## 7. Intellectual Property

7.1. All rights not expressly granted under this Agreement are reserved by the parties.

## 8. Liability and remedies

### Indemnity

8.1. The Client irrevocably indemnifies and covenants to hold the Provider harmless from and against all Losses that may be suffered by the Provider which arise in connection with any breach of this Agreement by the Client and/or any negligent or other tortious conduct of the Client.

### Limitation of liability

8.2. To the maximum extent permitted by law, the Provider and its Representatives:

8.2.1. **(Disclaimer of warranties)** expressly disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the Services, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement.

Without limitation to the foregoing, the Provider and its Representatives make no representation, and provide no warranty or guarantee, that:

8.2.1.1. there will be no loss or corruption of the Client's data. Client is responsible for the security and backup of its data;

8.2.1.2. cyber incidents will be prevented;

8.2.1.3. the Client will achieve any particular results from the provision of the Services;

8.2.1.4. any particular individuals will perform the Services on behalf of the Provider; or

8.2.1.5. the Services will be:

8.2.1.5.1. interruption or error-free or that errors or defects will be corrected; or

8.2.1.5.2. meet the Client's requirements or expectations; and

8.2.2. **(Limitation of liability)** limit their aggregate liability in respect of any and all Claims for any Losses that the Client and/or any of its Representatives may bring against the Provider under this Agreement or otherwise in respect of the Services to the following remedies (the choice of which is to be at the Provider's sole discretion):

8.2.2.1. re-supply of the Services;

8.2.2.2. payment of the costs of supply of the Services by a third party; or

8.2.2.3. the refund of any amounts paid by the Client to the Provider under this Agreement in respect to the Services,

even if the Provider has been advised of the possibility of such Losses,

and the Client acknowledges and agrees that the Provider holds the benefit of this clause 9.2 for itself and as agent and trustee for and on behalf of each of its Representatives.

- 8.3. Neither party shall be liable to the other for any Consequential Loss arising out of or related to this Agreement or in connection with the Services.

#### Insurances

- 8.4. During the term of this Agreement, the Provider will maintain the following insurances:
  - 8.4.1. Workers compensation insurance to the extent required by law; and
  - 8.4.2. Public liability insurance with a cover of at least \$10million per occurrence; and  
and if requested by the Client, will produce relevant certificates of insurance.

#### Force majeure

- 8.5. To the maximum extent permitted by law, the Provider and its Representatives expressly exclude liability for any damage and/or delay in the performance of any obligation of the Provider under this Agreement where such damage or delay is caused by circumstances beyond the reasonable control of the Provider. The Client acknowledges and agrees that the Provider holds the benefit of this clause 9.5 for itself and as agent and trustee for and on behalf of each of its Representatives.

#### Remedies for breach

- 8.6. Each party acknowledges and agrees that, in the event of any breach by the other party of the provisions of clause 7 (Confidentiality) damages may not be an adequate remedy and the aggrieved party may, in addition to any other remedies, obtain an injunction restraining any further violation by the other party and other equitable relief, together with recovery of costs.

### 9. Termination

#### Termination for breach

- 9.1. Each party may terminate this Agreement or any Engagement immediately by notice to the other party if an Event of Default occurs in respect of the other party.

#### Termination with notice

- 9.2. Either party may, without limitation to its rights under this Agreement, terminate this Agreement or any Engagement at any time by giving at least 1 month's notice to the other party.

#### Effect of termination or expiry

- 9.3. In the event of any termination or expiry of this Agreement or Engagement in any circumstances and for any reason whatsoever:
  - 9.3.1. the Client will remain liable to pay all Charges, accrued up to and including the date of termination whether or not invoiced prior to the date of termination; and
  - 9.3.2. the Provider will send to the Client a final invoice for the balance of any unbilled Charges accrued up to and including the date of termination and clause 4 will apply in respect thereof;
  - 9.3.3. all Engagements shall end of the date of termination of this Agreement;
  - 9.3.4. should Client have units remaining under a prepaid plan, unused units will be refunded by electronic funds transfer to Client's nominated bank account on a pro rata basis within 30 days of termination or expiry; and
  - 9.3.5. the Client will remain liable to pay all Fees in relation to any licences which are on an annual subscription basis and the Provider will continue to issue invoices until the end of that licence term (or at the Client's election may issue one invoice to fully pay out these Fees on the date of termination) and clause 4 will apply in respect thereof.

### Partially completed deliverables

- 9.4. Upon the cessation of the Provider's engagement under this Agreement, subject to payment of all outstanding Charges by the Client in accordance with the terms of this Agreement, the Provider will deliver to the Client any and all partially completed deliverables that are included within the scope of the Services, including under any Engagement.

### Accrued rights

- 9.5. Termination of this Agreement will not affect any rights or liabilities that the parties have accrued under it prior to such termination.

### Survival

- 9.6. The obligations of the parties under clause 7 (Confidentiality), clause 8 (Liability and remedies) and this clause 10 will survive the termination of this Agreement.

## 10. General

### Notices

- 10.1. Any notice or other communication required or permitted to be given by a party to another must be in writing and sent to the other party's last known email address or postal address contained in this Agreement (or other such address notified by the other party).

### Third parties

- 10.2. This Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

### Entire agreement

- 10.3. This Agreement, and in the case of any Engagement, together with the relevant Statement of Work, contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement. There are no express or implied conditions, warranties, promises, representations, obligations or other terms, written or oral, in relation to this Agreement other than those expressly stated in it or necessarily implied by statute.

### Severability

- 10.4. If a provision or the application of a provision of this Agreement is invalid, prohibited, void, illegal or unenforceable it is to be read down or severed or will be ineffective and this will not affect the validity or enforceability of the remaining provisions.

### No waiver

- 10.5. Any waiver of a right under this Agreement must be in writing and signed by the party granting the waiver. No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Agreement will operate as a waiver of that power or right.

### Amendment

- 10.6. The Provider reserves the right to amend these Service Terms at any time in its sole discretion with written notice to you. Such changes will be effective from the date you pay our next invoice in relation to your prepaid plan, and payment of that invoice means you accept those amendments.

10.7. Other than as provided in clauses 3.7 and 10.6, this Agreement must not be varied except by written instrument executed by all of the parties.

#### Assignment

10.8. You must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this Agreement without the prior written consent of the Provider.

10.9. The Provider may assign, transfer or sub-contract any of its rights or obligations under this Agreement with notice to you.

#### Governing law and jurisdiction

10.10. This Agreement is governed by, and shall be construed in accordance with, the laws of Queensland, Australia.

10.11. The parties irrevocably agree that the courts of Queensland, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation.

### 11. Definitions and interpretation

#### Definitions

11.1. The following definitions apply in this Agreement unless the context requires otherwise:

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in Brisbane, Queensland are open for business.

**Change of Control** means, in respect of a particular entity, a person who controls that entity ceasing to do so or another person acquiring control of it, where control has the meaning given in Section 50AA of the Corporations Act 2001 (Cth).

**Charges** means Fees and Expenses.

**Claim** means any actual, contingent, present or future claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse for any Loss, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether in contract, tort (including but not limited to negligence), under statute or otherwise; whether direct or indirect;

**Commencement Date** means the date Boost IT provides services to you or notifies you that your order of a prepaid plan has been accepted or such other date as the parties may agree in writing.

**Confidential Information** means all information relating to a party, any customer, clients, suppliers, distributors or joint venture partners, of the party and/or any of the business or financial affairs of any of them, including:

- (a) any information that is specifically designated by any of them as confidential;
- (b) any information which, by its nature, may reasonably be regarded as confidential;
- (c) any information relating to any:
  - (i) agreements, arrangements or terms of trade with any existing or prospective customers, clients, suppliers, distributors or joint venture partners or other contractual counterparties;

- (ii) customers, clients, suppliers, distributors, joint venture partners, employees, technologies, products, services, proposals, market opportunities, business or product development plans, pricing, financial position or performance, capabilities, capacities, operations or processes; or
- (iii) Intellectual Property Rights,

of any of them; and

- (d) any note, calculation, conclusion, summary or other material derived or produced partly or wholly from any such information;
- (e) negotiations in relation to, and the terms of, this Agreement,

whether that information is visual, oral, documentary, electronic, machine-readable tangible, intangible or any other form, including but not limited to any specifications, formulae, know how, concepts, inventions, ideas, software, designs, copyright, trade secrets or any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter.

**Consequential Loss** means any indirect, special, punitive, exemplary or consequential Loss, including loss of profits or revenue, loss of goodwill or reputation, business interruption, loss of data and failure to realise any anticipated savings or benefits of any kind.

**Default Rate** means a rate of interest of 10.00% per annum.

**Engagement has the meaning** has the meaning given in clause 2.3, being each individual engagement for the Provider to provide specific Services to the Client pursuant to a Statement of Work.

**Event of Default** means any of the following on the part of a party:

- (a) committing any material or persistent breach of this Agreement;
- (b) repudiating or, or, in the reasonable opinion of the Provider, evincing an intention to repudiate, this Agreement;
- (c) if the Client is a company, undergoing a Change of Control without the prior written consent of the Provider;
- (d) misleading the Provider in any material way; and/or
- (e) an Insolvency Event occurring in respect of the Client.

**Expenses** mean the expenses of the Provider for which the Provider is entitled to be reimbursed by the Client pursuant to clause 3.8.

**Fees** has the meaning given in clause 3.1.

**GST** has the same meaning given to that expression in the GST Law.

**GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time

**Helpdesk Hours means 7am to 7pm AEST on any** day, other than a Saturday or Sunday or when banks in no Supported Capital City are open for business (for example, on national public holidays).

**Insolvency Event** means, in respect of a party any of the following events or any analogous event:

- (a) where the party is an individual, that party commits an act of bankruptcy or is declared bankrupt or insolvent or that party's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency;
- (b) where the party is a company, a resolution is passed or court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law;
- (c) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the party or any part thereof; or

(d) the party is otherwise unable to pay its debts as and when they fall due.

**Input Tax Credit** has the meaning given in the GST Law.

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Losses** means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character, whether arising in contract, negligence, tort, equity, statute or otherwise; and that a party pays, suffers or incurs or is liable for, including all:

- (a) liabilities on account of Tax;
- (b) interest and other amounts payable to third parties;
- (c) legal and other professional fees and expenses on a full indemnity basis and other costs incurred in connection with investigating, defending or settling any Claim; and
- (d) all amounts paid in settlement of any Claim.

**Representatives** means, in respect of a person, the employees, officers, consultants, agents and professional advisers of that person.

**Services** means the services provided by the Provider to the Client including under the Client's chosen prepaid plan, licence management as agreed from time to time or as set out in the relevant Statement of Work.

**Statement of Work** means, in respect of a particular Engagement, the document headed "Statement of Work" or similar setting out the scope of the Services for that Engagement as provided by the Provider to the Client and accepted by the Client in accordance with these Service Terms.

**Supported Capital Cities** means Brisbane, Sydney, Melbourne, Adelaide and Perth.

**Tax or Taxation** means:

- (a) any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called, levied, imposed or assessed under the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth) or any other statute, ordinance or law by any governmental agency (including profits tax, property tax, interest tax, income tax, tax related to capital gains, tax related to the franking of dividends, bank account debits tax, fringe benefits tax, sales tax, payroll tax, superannuation guarantee charge, group or Pay as You Go withholding tax and land tax);
- (b) unless the context otherwise requires, stamp, registration and transfer duty and GST; and
- (c) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.

## Interpretation

11.2. The following rules of interpretation apply in this Agreement unless the context requires otherwise:

- 11.2.1. headings in this Agreement are for convenience only and do not affect its interpretation or construction;
- 11.2.2. no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party;
- 11.2.3. a reference to a document (including this Agreement), statute or regulation is a reference to that document, statute or regulation as amended, consolidated, supplemented, novated or replaced;
- 11.2.4. a reference to writing includes any communication sent by post, facsimile or email; and
- 11.2.5. all monetary amounts are in Australian currency.

