

These Terms of Sale (**Terms**) apply to all transactions between the customer identified in the relevant Order, quotation or Application (**Customer, You or Your**) and where more than one jointly and severally) and Executive Robes & Screens Pty Ltd ACN 679 898 143 (**Executive Robes & Screens, We, Us or Our**) relating to the supply of Goods and Services.

By placing an order You acknowledge and agree to be bound by these Terms, and any other relevant terms and conditions in relation to the supply of Goods and provision of Services as published by Executive Robes & Screens from time to time.

1. General

- 1.1 All Goods and Services supplied by Us to You are supplied on these Terms.
- 1.2 We may change these Terms at any time and You will be bound by any change on the date that We give You notice of such change.
- 1.3 You are deemed to have received notice (whether or not You actually receive it) when We:
 - (a) send You the changed Terms to any address You have advised us of (including an email address); or
 - (b) place the changed Terms on Our Website.
- 1.4 Unless otherwise specifically agreed in writing by Us, these Terms are incorporated into every order for the supply of Goods placed by You.

2. Orders

- 2.1 An order can be placed by phone or email or as otherwise agreed.
- 2.2 Any quote We give You is subject to final confirmation prior to an Order being accepted. We can withdraw, modify or vary that quote until we deliver the Goods or provide the Services to You. Any quote accepted by You will be an Order for the purpose of these Terms.
- 2.3 Any costs incurred by Us due to reliance on incorrect or inadequate information provided by You in an Order may result in the imposition of an Additional Charge.

- 2.4 Placement of an Order signifies Your acceptance of these Terms and the most recent quote provided by Executive Robes & Screens relating to that Order including the price provided to You.

Acceptance

- 2.5 Executive Robes & Screens may in its absolute discretion refuse to accept Your Order where:
 - (a) Goods are unavailable for any reason whatsoever;
 - (b) payment for the Order has not been received by Us in full;
 - (c) payment for Goods previously provided to You or any of Your related corporations or to any other party who is, in the reasonable opinion of Executive Robes & Screens, associated with You under the same or another supply contract, has not been received by Executive Robes & Screens; or
 - (d) there is reasonably suspected fraudulent, unlawful, or unauthorised activity.

Cancellation

- 2.6 An Order cannot be cancelled without the prior written consent of Executive Robes & Screens. Where an Order is cancelled, You indemnify Executive Robes & Screens against any losses incurred by Executive Robes & Screens as a result of the cancellation.
- 2.7 Executive Robes & Screens may in its absolute discretion consent to cancellation of an Order within 72 hours of placement.
- 2.8 Where Goods are custom manufactured, specially ordered or made to Your specifications, You remain liable for the full contract price notwithstanding cancellation.

Variation

- 2.9 An Order may only be varied with the written consent of Executive Robes & Screens. Executive Robes & Screens reserves the

right to vary the Order to include any Additional Charges for any extra costs incurred or additional work carried out due to the variation, in accordance with its then current rates.

- 2.10 Any variation requested by You may result in an adjustment to the price, delivery date and installation date. Executive Robes & Screens is not required to commence work associated with the variation until the Customer has accepted the variation in writing.

- 2.11 Executive Robes & Screens may vary an Order by written notice to You in order to:

- (a) take account of any unforeseeable increase in the cost of completing the Order; or
- (b) correct any typographical errors in the Order.

3. Invoicing and payment

General

- 3.1 Executive Robes & Screens will issue an invoice to You for an amount equal to the Order placed and any applicable Additional Charges when the Order is placed unless otherwise agreed.

Terms of Payment

- 3.2 Except if Credit is issued:
 - (a) Payment of invoices shall be due and payable upon placement of Order and in any case prior to delivery unless otherwise agreed in writing with Executive Robes & Screens; and
 - (b) all other invoices shall be due and payable upon the due date stated on the invoice.
- 3.3 If any invoice is due but unpaid, Executive Robes & Screens may withhold the provision of any further Goods until overdue amounts are paid in full.
- 3.4 Executive Robes & Screens may in its complete discretion apply any payment received from You to any amount owing by You to Executive Robes & Screens.

3.5 You are not entitled to retain any money owing to Executive Robes & Screens regardless of any default or alleged default by Executive Robes & Screens of these Terms, including (but not limited to) the supply of allegedly faulty or defective Goods or a delay in the provision of Goods or Services. Nothing in this clause affects Your rights for any alleged failure of a consumer guarantee under the ACL.

3.6 You agree and acknowledge that Executive Robes & Screens may charge Default Interest on all overdue amounts owed by You to Executive Robes & Screens, calculated daily. All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of Executive Robes & Screens, are to be paid by You as a debt due and payable under these Terms.

GST

3.7 Unless otherwise stated, all amounts payable for the Goods are expressed exclusive of any GST. We reserve the right to recover from You all GST payable in respect of the supply of the Goods and/or Services.

4. Additional Charges

4.1 Executive Robes & Screens may, acting reasonably, require You to pay Additional Charges in respect of costs incurred by Executive Robes & Screens as a result of reliance on inadequate or incorrect information or material provided by You or information or material supplied later than required by Executive Robes & Screens in order for Us to provide the Goods within the specified time frame (if any).

4.2 Executive Robes & Screens must provide prior notice of Additional Charges where practicable.

4.3 The imposition of Additional Charges may also occur as a result of:

- (a) the site at which the Goods are being installed not being ready and suitable for installation with safe and reasonable access and installation of the Goods or

provision of Services is delayed;

- (b) cancellation by You of an Order where cancellation results in loss to Executive Robes & Screens;

- (c) inaccurate measurements supplied by You or your agents or contractors;

- (d) Site re-attendances;

- (e) delays caused by other trades;

- (f) courier, packing, handling and storage charges not included in the Order;

- (g) Government or council taxes or charges not included in the Order; or

- (h) additional work required by You or any other occurrence which causes Executive Robes & Screens to incur costs in respect of Your Order additional to the quoted cost.

5. Credit

5.1 Upon Your completion of an Application, a credit facility may, at Our absolute discretion, be made available to You for the supply of Goods to You on Credit. We will notify You of Our decision in relation to Your Application.

5.2 We may, in Our absolute discretion:

- (a) Specify the maximum amount that may be charged to the credit account within a specified time ("Credit Limit"); and

- (b) Regularly assess Your Credit Limit by increasing, decreasing, suspending, cancelling or terminating it.

5.3 Executive Robes & Screens' agreement to supply any Goods on Credit does not entitle the Customer to Credit on any future supplies of Goods.

5.4 We will not be liable for any loss, damage or delay whatsoever arising from or in connection with Our refusal to provide Credit to You or Our decision to increase, decrease, cancel, suspend or

terminate Your Credit Limit.

5.5 The Customer declares that the Credit provided by Executive Robes & Screens is to be applied wholly or predominantly for business purposes and to the extent permissible by law, disclaims the application of the National Credit Code to the supply of Credit by Executive Robes & Screens to the Customer.

6. Delivery Of Goods

Instructions

6.1 Where the Goods are delivered to You, You must give delivery instructions with Your Order.

Delivery

6.2 Any date We provide for the supply, delivery or installation of Goods is an estimate only.

Acceptance of Goods

6.3 Delivery of the Goods is at all times at the risk of You.

6.4 If delivery cannot be effected because You are unavailable, Executive Robes & Screens may arrange redelivery and charge the reasonable cost of redelivery.

6.5 If You fail to notify Executive Robes & Screens in writing of any fault in Goods or failure of Goods to accord with the Order within seven (7) days of installation or delivery, the Goods are deemed to have been accepted. Nothing in this clause affects Your rights for any alleged failure of a consumer guarantee under the ACL.

7. Title and Risk

7.1 Risk in the Goods passes to You upon dispatch of the Goods from Executive Robes & Screens' premises or from the time the Goods are available for collection where You are arranging for collection of the Goods.

7.2 Property and title in the Goods supplied to You under these Terms shall pass to You at the later of:

- (a) receipt of full payment of all money due and payable (including amounts owing in respect of other transactions

	between Executive Robes & Screens and You); or	recommendations including in relation to packaging, transport and storage.	Goods or of acquiring equivalent Goods; or
	(b) delivery of the Goods.	8. Exclusion of liability and indemnity	(iii) refunding the cost of the Goods.
7.3	Where Goods are supplied without payment in full, You:		(b) In the case of Services:
	(a) are a bailee of the Goods until title in them passes to You;	8.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantees, rights or remedies available to You under ACL that cannot be excluded, restricted or modified.	(i) the supplying of the Services again;
	(b) irrevocably appoint Executive Robes & Screens to be Your attorney to do all acts and things necessary to ensure the retention of title to Goods including the registration of any security interest in favour of Executive Robes & Screens with respect to the Goods under applicable law;	8.2 To the extent permitted by law and subject always to clause 8.1, Executive Robes & Screens excludes all warranties, representations or conditions (whether express or implied) other than those expressly set out in these Terms or required by the ACL.	(ii) the payment of the cost of having the Services supplied again; or
	(c) must be able upon demand by Executive Robes & Screens to separate and identify as belonging to Executive Robes & Screens the Goods supplied by Executive Robes & Screens from other goods which are held by You;	8.3 Executive Robes & Screens is not liable for any loss or damage to the extent it is caused by:	(iii) refunding the cost of the Services.
	(d) must not allow any person to have or acquire any security interest in the Goods other than a Permitted Security Interest;	(a) Your failure to comply with instructions, recommendations or specifications relating to the Goods; or	8.6 Where You are not a "consumer" under the ACL, Executive Robes & Screens' aggregate liability to You (however arising) is limited to the total amount paid by You for the Goods or Services giving rise to the claim.
	(e) agree that Executive Robes & Screens may repossess the Goods if payment is not made within 7 days after due (or such longer time as Executive Robes & Screens may, in its complete discretion, approve in writing); and	(b) misuse, neglect, alteration or improper storage of the Goods.	8.7 To the extent any limitation of liability in these Terms is held to be unenforceable, liability is limited to the maximum extent permitted by law.
	(f) grant an irrevocable license to Executive Robes & Screens or its agent to enter Your premises in order to recover possession of Goods pursuant to this clause. You indemnify Executive Robes & Screens for any damage to property or personal injury which occurs as a result of Executive Robes & Screens entering Your premises.	8.4 To the extent permitted by law, Executive Robes & Screens is not liable for:	8.8 To the extent permitted by law, and except to the extent caused by Executive Robes & Screens' negligence, breach of the ACL, or breach of these Terms, You indemnify and hold Executive Robes & Screens harmless from any loss, liability, damage, cost or expense (including legal costs on a solicitor and own client basis) arising from:
		(a) any loss of profits, revenue, opportunity, goodwill, business interruption, indirect, special or consequential loss arising in connection with the supply of the Goods or Services; or	(a) Your breach of these Terms;
		(b) delay due to events beyond its reasonable control.	(b) any negligent, unlawful, wilful or improper act or omission by You or Your personnel;
		8.5 Where legislation including without limitation the ACL implies any warranty or guarantee in relation to the Goods or Services into these Terms (which cannot be excluded), to the extent permitted by law, our liability is limited (at Our Option) to:	(c) misuse or unauthorised use of the Goods; and
		(a) In the case of Goods:	(d) any claim brought by a third party arising out of Your use, resale or handling of the Goods.
		(i) the replacement of the Goods or the supply of equivalent goods;	8.9 Nothing in this clause requires You to indemnify Executive Robes & Screens for any loss to the extent that the loss is caused or contributed to by:
		(ii) the payment of the cost of replacing the	(a) Executive Robes & Screens' negligence or breach of the ACL;
7.4	You are solely responsible for any defect in or damage to the Goods (including spoilage) caused or contributed to by Your failure to fully comply with our		

	(b) Executive Robes & Screens' breach of these Terms; or		Interest occurs immediately upon You obtaining possession of the Goods.		Notices or documents required or permitted to be given by You to Executive Robes & Screens for the purposes of the PPSA must be given in accordance with the requirements of the PPSA.
	(c) any act or omission of Executive Robes & Screens or its personnel.	9.5	Perfection and Registration		
8.10	This indemnity does not operate to exclude, restrict or modify any rights or remedies available to You under the ACL.		(a) You consent to Executive Robes & Screens effecting a registration (including a PMSI registration) on the PPSR in any manner Executive Robes & Screens considers appropriate.	9.9	Collateral For the purposes of these Terms and the PPSA, Collateral means:
9. PPSA					(a) all Goods supplied by Executive Robes & Screens to You at any time;
9.1	PPSA In this clause, all capitalised terms in this clause have the same meaning as defined in the PPSA.		(b) You agree to do all things reasonably required by Executive Robes & Screens to:		(b) all Proceeds derived from or relating to those Goods; and
9.2	Security agreement You acknowledge and agree that these Terms constitute a security agreement for the purposes of the PPSA, under which You grant Executive Robes & Screens a Security Interest in the Collateral described in clause 9.9.		(i) ensure Executive Robes & Screens has a perfected Security Interest in the Goods and Proceeds;		(c) all Accessions, additions, replacements and products arising from or associated with the Goods, to the extent permitted by law.
9.3	Grant of Security Interest You grant to Executive Robes & Screens a Security Interest in:		(ii) assist Executive Robes & Screens in maintaining that perfection; and	10. Termination	
	(a) all Goods supplied by Executive Robes & Screens to You from time to time (whether now or in the future);		(iii) ensure Executive Robes & Screens' priority position is preserved.	10.1	Each party may terminate these Terms immediately by notice to the other party if an Event of Default occurs in respect of the other party.
	(b) all Proceeds of those Goods, as security for all amounts owing or payable by You to Executive Robes & Screens under these Terms or otherwise.	9.6	PPSA Exclusions	10.2	If a party commits any material or persistent breach of these Terms (the Defaulting Party) , the other party may (but is not obliged to) provide the Defaulting Party with a notice of breach in writing. If the Defaulting Party fails to remedy the breach within 20 Business Days, or such other period as agreed, after the date of its receipt of such notice, the other party may terminate these Terms with immediate effect upon providing the Defaulting Party with a further notice of termination in writing.
9.4	PMSI You acknowledge and agree that:		(a) If Chapter 4 of the PPSA applies to the enforcement of the Security Interest, You agree that to the maximum extent permitted by law, the following provisions of the PPSA do not apply:	10.3	You acknowledge that failure to make any payment under these Terms or any other relevant terms and conditions between You and Executive Robes & Screens by its due date shall constitute a material breach of these Terms for the purposes of this clause.
	(a) to the extent that the Security Interest granted under clause 9.3 secures the purchase price of the Goods, that Security Interest is a purchase money security interest (PMSI) for the purposes of the PPSA; and		(i) sections 95, 96, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143; and	10.4	In addition to the rights under these Terms, if You default or become insolvent, We reserve Our rights as seller under the Sale of Goods Act of the relevant jurisdiction.
	(b) Executive Robes & Screens is entitled to PMSI priority in respect of the Goods to the maximum extent permitted by law.		(ii) any other provision of the PPSA which may be lawfully excluded.		
	For the avoidance of doubt, attachment of the Security	9.7	Part 4.3 of the PPSA If a person is a controller of the Goods for the purposes of the PPSA, You agree that Part 4.3 of the PPSA does not apply to the enforcement of any Security Interest held by that controller, to the extent permitted by law.		
		9.8	Notices		

Effect of termination

10.5 In the event of any termination of these Terms for any reason whatsoever:

- (a) You 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, including the cost of any Goods that have been custom manufactured, specially ordered or produced to Your specifications.
- (b) Executive Robes & Screens will send You a final invoice for the balance of any unbilled Charges accrued up to and including the date of termination.

Accrued rights

10.6 Termination of these Terms will not affect any rights or liabilities that the parties have accrued under it prior to such termination.

11. General

11.1 Each party must (at its own expense, unless otherwise provided in these Terms) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of these Terms.

11.2 These Terms contain the entire understanding between the parties in relation to its subject matter and supersede any previous arrangement, understanding or agreement relating to their subject matter. There are no express or implied conditions, warranties, promises, representations, obligations or other terms, written or oral, in relation to these Terms other than those expressly stated in it or necessarily implied by statute.

11.3 If a provision or the application of a provision of these Terms is invalid, prohibited, void, illegal or unenforceable in a jurisdiction:

- (a) it is to be read down or severed or be ineffective in that jurisdiction to the extent

of the prohibition, invalidity, voidness, illegality or unenforceability; and

- (b) this will not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

11.4 Any waiver of a right under these Terms must be in writing and signed by the party granting the waiver.

11.5 No failure, delay, relaxation, forbearance or indulgence by a party in exercising any power or right conferred upon it under these Terms will operate as a waiver of that power or right in any subsequent matter or prejudice or restrict the rights of the party. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under these Terms and Conditions.

11.6 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 these Terms without the prior written consent of Executive Robes & Screens.

11.7 Executive Robes & Screens may 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 these Terms without Your prior written consent and You must execute any necessary documents to give effect to the transfer.

11.8 These Terms and any disputes or claims arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Victoria, Australia.

11.9 The parties irrevocably agree that the courts of Victoria, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Terms or their subject matter or formation (including non-contractual disputes or claims).

12. Privacy

12.1 Executive Robes & Screens collects, uses, discloses and handles personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs) and Our Privacy Policy available at <https://executiverobesandscreens.com.au/sample-page/>

12.2 The Customer and each Guarantor consent to Executive Robes & Screens collecting personal information (including names, contact details, identification details, credit information and payment details) for the purpose of:

- (a) providing Goods or Services to You;
- (b) to communicate with and maintain its relationship with the Customer and each Guarantor;
- (c) to provide Credit to the Customer;
- (d) to process payments of a Customer or Guarantor;
- (e) for the operation of Our business including to allow it to perform necessary business activities and obtain professional advice where required;
- (f) to comply with any legislation, law, industry standard or policies (internal or external) that affects Executive Robes & Screens;
- (g) for the purpose of conducting market research and providing the Customer or Guarantor with promotional material noting You may opt out of such contact.

12.3 The Customer and each Guarantor authorise Executive Robes & Screens to obtain a credit report from any credit-reporting body including without limitation CreditorWatch Pty Ltd containing credit information about the Customer/Guarantor in relation to Credit provided by Executive Robes & Screens to the Customer.

12.4 The Customer and each Guarantor authorise Executive Robes & Screens to exchange information about the Customer and each Guarantor with:	12.7 You may request amendment or removal of stored payment details at any time, subject to applicable law.	for the Goods and otherwise on these Terms and the terms contained in any agreement.
(a) any credit reporting body (including CreditorWatch Pty Ltd); (b) any credit provider identified in a credit report obtained by Executive Robes & Screens; and (c) trade referees, legal advisers and debt collection agencies, for the following purposes: (d) to assess any Application by the Customer; (e) to assess the Customer's or any Guarantor's creditworthiness; (f) to notify other credit providers of a default by the Customer or any Guarantor; and (g) to exchange information with other credit providers concerning the status of the Customer's account and credit arrangements; and (h) to collect overdue payments.	13. Definitions and interpretation The following definitions apply in these Terms unless the context requires otherwise: 13.1 ACL means Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) as amended, re-enacted or replaced, and includes any subordinate legislation. 13.2 Additional Charge means fees or charges for additional work performed at Your request or reasonably required as a result of Your conduct, calculated in accordance with Executive Robes & Screens' then current prices, expenses incurred by Executive Robes & Screens, at Your request or reasonably required as a result of Your conduct and any other Charges as set out in clause 3. 13.3 Agreement means these Terms, Our quotation (if any) and Your Application (if any) for the supply of Goods or Services. 13.4 Application means an application submitted by You to Executive Robes & Screens for Credit in relation to the supply of Goods and Services, incorporating the Terms and the Terms and Conditions of Supply of Credit, as amended from time to time.	13.9 Default Interest means 2% higher than the annual rate for the time being fixed under the Penalty Interest Rates Act (Vic) 1983. 13.10 Event of Default means any of the following on the part of a party: (a) committing any material or persistent breach of these Terms, or any other relevant terms and conditions; (b) repudiating or, in the reasonable opinion of Executive Robes & Screens, evincing an intention to repudiate, these Terms or any other relevant terms and conditions; (c) if You are a company, undergoing a change of control without the prior written consent of Executive Robes & Screens; (d) an Insolvency Event occurring in respect of You.
12.5 The Customer and each Guarantor authorise Executive Robes & Screens to give personal or commercial information about the Customer/Guarantor to a credit reporting body for the following purpose: (a) to obtain a consumer or commercial credit report about the Customer/Guarantor; and/or (b) to allow the credit reporting body to create or maintain a credit information file containing information about the Customer/Guarantor.	13.5 Executive Robes & Screens means, as the context requires, Executive Robes & Screens Pty Ltd ACN 679 898 143 or any of their successors and assigns or any person acting on behalf of and with the authority of Executive Robes & Screens. 13.6 Business Day means a day on which banks are open for retail banking, other than a Saturday, Sunday or public holiday, in Melbourne, Australia.	13.11 Goods means the goods sold by Executive Robes & Screens to You, pursuant to these Terms. 13.12 GST means the goods and services tax as determined in accordance with the A New Tax System (Goods and Services) Act 1999 (Cth).
12.6 You have the right to request access to your credit information, request correction of inaccurate information and make a complaint in accordance with Executive Robes & Screens Privacy Policy.	13.7 Charges means all amounts payable by You to Executive Robes & Screens under these Terms, including the Additional Charges. 13.8 Credit means the supply of Goods by Executive Robes & Screens prior to Executive Robes & Screens receiving payment in full	13.13 Guarantors mean the person or persons specified as Guarantor in the Application for Credit. 13.14 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 law;

- (c) a receiver and / or 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.
- 13.15 **Invoice** means an invoice delivered by Executive Robes & Screens to You for the provision of Goods or Services.
- 13.16 **National Credit Code** means Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth).
- 13.17 **PPSA** means the Personal Property Securities Act 2009 (Cth).
- 13.18 **Services** means all labour in connection with the Goods or other services provided by Us to You.
- 13.19 The following rules of interpretation apply in these Terms unless the context requires otherwise:
- (a) headings in these Terms are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because these
- Terms are prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (e) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (f) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (g) a reference to writing includes any communication sent by post, facsimile or email;
- (h) a reference to time refers to time in Melbourne, Victoria and time is of the essence;
- (i) all monetary amounts are in Australian currency;
- (j) a reference to a "liability" includes a present, prospective, future or contingent liability;
- (k) the meaning of general words is not limited by specific examples introduced by "include", "includes", "including", "for example", "in particular", "such as" or similar expressions;
- (l) a reference to a "party" is a reference to a party to these Terms and a reference to a "third party" is a reference to a person that is not a party to these Terms and Conditions;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (n) words in the singular include the plural and vice versa