



Engagement

- (a) We agree to supply, and you agree to obtain, the Services upon these Terms and Conditions.
- (b) The "Agreement" consists of these Standard Terms and Conditions and a Statement of Work prepared or accepted by Maffey. If there is any conflict or discrepancy between these Standard Terms and Conditions and the Statement of Work, the contents of the Statement of Work will prevail to the extent required to resolve the conflict or discrepancy.
- (c) The Agreement records the entire agreement between the Parties relating to the matters dealt with in the Agreement and supersedes all previous arrangements, whether written, oral or both, relating to such matters. Any additional, conflicting or inconsistent terms and conditions (whether set forth in a request for proposal, purchase order, or in any other document) are expressly rejected by Maffey and are not part of the Agreement.
- (d) Where these Terms and Conditions form part of a proposal, the proposal will remain open for acceptance for 14 days from the date of submission. Thereafter, acceptance is subject to reconfirmation of the terms of the proposal by us.
- (e) Unless expressly recorded in the Statement of Work, and except as provided in clause , the Agreement does not grant the Client any right to any future versions or upgrades or updates to the Deliverables or other Services, nor any support services. To obtain support and updates (if any) to maintain and enhance the functionality and performance of the Deliverables, the Client must enter into a separate support and maintenance agreement with Maffey.

Services

- (a) The Services are confined to the work specified in the Statement of Work. Alterations to the proposed scope of work due to scope changes or delays beyond Maffey's control may be the subject of an additional fee which either will be agreed or will be charged in accordance with Maffey's then applicable current charge rates. Any such alteration may also impact other aspects of the Services including but not limited to your designated responsibilities and Service delivery schedules.
- (b) Dates in any timetable provided are for planning and estimating purposes only and are not contractually binding. We shall use all reasonable endeavours to meet any times for delivery specified in the Statement of Work (if stated), although delivery usually depends on external factors including availability of Client resources and network access, site access, third party suppliers and other factors beyond our control. Delivery times therefore cannot be guaranteed and shall not be a representation or condition of the Agreement. The Client may delay payment until after the relevant Services are supplied (except where payment is required in advance), but otherwise shall not be relieved of any obligation to accept or pay for the Services by reason of any delay in delivery.
- (c) You acknowledge that we may be required, in the course of providing the Services, to make assessments based on information supplied by you. We will rely on and not verify its accuracy and completeness. You agree that we will not be liable for any loss or damage you or any other person sustains, directly or indirectly, in connection with our reliance on that information.

Intellectual Property

Source code

- (a) In the course of providing any software Deliverables, we may use source code from:
 - (i) our own existing software code, to make development faster, efficient, and more consistent;
 - (ii) software code from open source and public domain libraries; and
 - (iii) newly developed software code specific to the Deliverable.

Ownership

As part of providing the Deliverables, we will usually utilise pre-existing Intellectual Property, including or incorporating (as the case may be) Intellectual Property owned by us or Intellectual Property which we are licenced or otherwise permitted to use. The following Intellectual Property ownership and use rights shall therefore apply unless otherwise agreed in writing between the Parties:

- (a) The Client grants Maffey the right, authority and licence to use the Client Intellectual Property for the sole and exclusive purpose of the Services, on the terms and conditions set out in the Agreement.
- (b) The Client Intellectual Property remains the property of the Client and / or its licensors. This licence does not convey title or grant any rights of ownership in Client Intellectual Property to Maffey.
- (c) Maffey grants the Client the right, authority and licence to use the Maffey Intellectual Property, on a royalty-free basis under the MIT License (see <https://opensource.org/license/mit/>) and otherwise on the terms and conditions set out in the Agreement.
- (d) The Maffey Intellectual Property remains the property of Maffey and / or its licensors. This licence does not convey title or grant any rights of ownership in Maffey Intellectual Property to the Client.
- (e) Open source and public domain software code is owned by the respective creators. Although we believe it is being used legitimately and within industry norms and licence permissions, we do not guarantee compliance with all licences. Please see opensource.org/licenses for licence details.
- (f) Maffey may, at its sole discretion, create new or derivative Maffey Intellectual Property, or amend, modify, alter, add to, or remove from, the Maffey Intellectual Property.
- (g) Where Maffey develops and provides a software Deliverable (referred to as a "Project-Specific Deliverable") which is entirely new and contains no pre-existing Maffey Intellectual Property, the Client shall own the Intellectual Property in the Project-Specific Deliverable once payment for that Deliverable is made in full.
- (h) Any Intellectual Property relating to the Services which has been disclosed between the Parties before the commencement of the Agreement shall for all purposes be deemed to have been disclosed under and be subject to all the terms, limitations and conditions of the Agreement.

Charges and Payment

- (a) Subject to any alternative arrangement set out in a Statement of Work, our fees are calculated on the basis of time spent on the Services at our current charge out rates. Fees will be invoiced monthly by the 5th of the month for Services provided in the previous month. Invoices are payable by the 20th of the month after which the services were provided.



- (b) Our Service charges, including hourly rates and hosting rates, may change from time to time. Subject to any rates fixed for a specified term or rates that we have agreed in writing are fixed for a specified term, any variations to our Service charges shall take effect from the date in which we publish or make available those rates and any continuation or request for further Services shall be deemed to be acceptance of the varied rates.
- (c) Any price or estimated fee given by us for Services is an estimate only, unless otherwise specified in writing. We shall not be bound by that estimate and are entitled to charge for the recovery of all costs and labour at our charge-out rates at the time the estimate was given.
- (d) Any monies not paid in full when due may be charged with interest at the current rates charged by ASB Bank Limited for unsecured overdrafts. In addition, you shall be liable to pay all debt collection costs and related legal expenses (on a solicitor-client basis).
- (e) We reserve the right to suspend the provision of Services while any invoice remains overdue for greater than 10 Working Days.
- (f) If you dispute the whole or any part of the amount claimed in an invoice submitted by us:
 - (i) You shall pay the portion of the amount stated in the invoice that is not in dispute and shall notify us in writing (within 5 Working Days of receipt of the invoice) of the reasons for disputing the remainder of the invoice;
 - (ii) If it is resolved that some or all of the amount in dispute ought properly to have been paid at the time it was first invoiced or if an invoice is unpaid without notice under this clause, then you shall pay the amount together with interest (at the rate specified in (d) above) on that amount.
- If no dispute is notified within 14 days pursuant to (i), you shall be deemed to have accepted the invoice.
- (g) You must pay GST and any other taxes and duties that may be applicable in addition to the fees (except where expressly included in the fees).

- 1) As required by law;
- 2) As is already or becomes public knowledge otherwise than as a result of a breach of the Agreement; or
- 3) As authorised in writing by the Party that supplied the Confidential Information.

- (c) Confidential Information must be returned or destroyed upon termination or completion of the Agreement or otherwise upon request of the Party that supplied the information.

Suspension

We may suspend, disconnect or discontinue the Services in whole or part at any time without notice and without compensation, if in our reasonable opinion:

- (a) It is necessary to safeguard the provision of the Service and integrity of the Services or our network;
- (b) The Services fail or require modification or maintenance;
- (c) Security situations, for example a DoS attack on a server, which threatens the stability of our network;
- (d) There is or has been unauthorised, unlawful or fraudulent use of the Services or your use of the Services is causing or may potentially cause damage or interference to our network;
- (e) It is necessary to comply with a direction, order or request of any government authority or other competent authority; or
- (f) You fail to comply with the Agreement.

Hosting

If the Services include website hosting, then the following terms and conditions shall apply:

- (a) We aim to achieve website server uptime of at least 99.9%, but we do not guarantee that this will be achieved at all times or that there will not be disruptions to the Service. We will not be liable to you for any disruption to you or for any claim, loss, damage, cost or liability incurred by you for failure to meet this uptime target;
- (b) The Client accepts responsibility for the safekeeping of all user identification codes and passwords, and for all use of, or access to, the Services by anyone using the Client's user identification and passwords;
- (c) The Client accepts responsibility for all data and material uploaded or transmitted by the Client (or those persons permitted or enabled by the Client) in or over any Service. In particular, the Client undertakes that it shall not publish, distribute or issue any information that is illegal, including copyrighted materials;
- (d) The Client is responsible for the design, development, modification, content, backup and maintenance of the Client's data and materials for use with the Services;
- (e) Maffey will use its usual backup procedures to:
 - (i) Take daily backups of the Client's data and materials (kept for 10 days); and
 - (ii) Take weekly and monthly backups of the Client's data and materials (kept for up to 3 years, depending on Maffey's available space),
- provided however that Maffey accepts no responsibility for the provision of backups. Accordingly, the Client agrees to maintain a recent copy of its data and materials at the Client's premises at all times.
- (f) Maffey does not vet, validate or approve the Client's data and materials available through the Services and

Confidential Information

- (a) The Parties shall, at all times, keep the following information ("Confidential Information") in whatever form (including electronic) confidential (whether disclosed before or after the commencement of the Agreement):
 - (i) All information which is not in the public domain that is provided by the other Party;
 - (ii) All data, programming code, working papers and documents provided by the other Party that are used in providing the Services; and
 - (iii) Other commercially sensitive information relating to the other Party's business.
- (b) The Parties must not:
 - (i) disclose or permit to be disclosed, the Confidential Information to any person (except to the Parties' legal and financial advisors, auditors and insurers);
 - (ii) use the Confidential Information supplied by the other Party for any purpose other than the performance of the Agreement;
 - (iii) use the Confidential Information to the detriment of the Party that supplied the Confidential Information; or
 - (iv) copy or record by any means, memorise or use the Confidential Information for its own benefit or the benefit of any person other than the Party that supplied the Confidential Information, except:



Maffey does not accept any liability for that data and materials;

- (g) The Client grants Maffey an irrevocable perpetual licence to reproduce, publish, copy or transmit the Client's data and materials without charge for the purposes of supplying the Services;
- (h) The Client authorises Maffey to amend or delete any of the Client's data and materials where the Client's data and materials are, or are alleged to be, defamatory, in breach of copyright, illegal or are not appropriate in Maffey's reasonable opinion to be accessed by or through the Services; and
- (i) To the fullest extent permitted by law, the Client accesses and uses the Client's data and materials at the Client's own risk.

Support Services

At our discretion we may provide you with support services relating to website issues.

Minor support services which require informal assistance from us will usually be free of charge. Support services which require greater assistance (including any development work) will be charged at our current charge out rates.

Warranties and Liability

Warranties

- (a) For Project-Specific Deliverables, we warrant that the Deliverable will operate substantially in accordance with the agreed specifications when delivered. This warranty is void if the Project-Specific Deliverables fail as a result of accident, abuse, or misapplication. If We breach this warranty, then our entire liability and your exclusive remedy for breach of that warranty shall be, at our option, either:
 - (i) Resupplying the Deliverables; or
 - (ii) Paying for the Deliverables to be resupplied by a third party; or
 - (iii) Refunding the fees paid for the defective Deliverable.

If we are not notified in writing of defective Project-Specific Deliverables within ten (10) days of supply of those Deliverables, then those Deliverables will be deemed to be accepted.

- (b) Except as expressly provided in the Agreement and to the maximum extent permitted by law, we disclaim all other warranties, conditions, undertakings and representations, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, in relation to the Services or the Agreement.

Third Party Goods

Unless otherwise expressly agreed in writing, we do not provide any warranties for Third Party Goods sold, supplied or arranged by us, and you acknowledge and agree that:

- (a) You will rely solely on the manufacturer's warranty (if any);
- (b) The manufacturer's standard license/supply terms will apply; and
- (c) You shall be solely responsible for compliance with the manufacturer's warranty registration and claims processes.

Limitation of Liability

- (a) If we are liable for any loss, damages, claims, costs or indemnity arising from or in relation to the Services or the Agreement (including, without limitation, for breach of any obligation (statutory, express or implied) relating

to the Agreement (whether in contract, tort (including negligence), equity, statute or otherwise), our maximum aggregate liability shall be limited to

- (i) resupplying the Services; or
 - (ii) the total amount of fees paid by you for the Services in the ninety (90) day period preceding the event giving rise to the liability.
- (b) Except as expressly provided above and to the maximum extent permitted by applicable law, we shall not be liable for any damages whatsoever (including, without limitation, damages for lost revenues, loss of business profits, business interruption, loss of business information, or other pecuniary loss, or any direct, indirect, special, incidental, punitive, exemplary or consequential damages of any nature) arising out of or in relation to the Services or the Agreement, even if we have been advised of the possibility of such damages.
 - (c) No claim arising out of the Agreement, regardless of form, may be brought by any Party more than six months after the event that gave rise to that right of claim.
 - (d) You agree that if you make any claim against us for loss as a result of a breach of the Agreement and that loss is contributed to by your own actions, then liability for that loss will be apportioned between the Parties as is appropriate having regard to the extent to which each Party is responsible for the loss and the amount you may recover from us will be reduced by the extent of your contribution to that loss.

Indemnity

The Client shall at all times indemnify and hold harmless Maffey and its employees, agents, consultants, contractors, nominees and similar from and against any claims, losses, damages or costs (including legal fees on a solicitor – client basis) or liability reasonably incurred or suffered where such claim, loss, damage, cost or liability:

- (a) was caused by a breach by the Client of its obligations under the Agreement (including a failure to pay money when due); or
- (b) arises from or in relation to the Client's data or materials uploaded or transmitted through the Services;
- (c) was caused by any wilful, unlawful or negligent act or omission of the Client; or
- (d) arises from any claim or proceeding against Maffey by a third party arising from or connected with any breach of the Client's obligations to Maffey, or arising in relation to any contracts or supply arrangements (in which the Client supplies, uses, incorporates or relies upon the Services) between the Client and a third party.

Term and Termination

Term

The Agreement shall commence on the Commencement Date and shall expire upon completion of the Services under the Agreement, unless terminated earlier by either party pursuant to clause .

Specified or minimum term

Notwithstanding clause , if the Agreement includes a specified term or minimum term, then:

- (a) You cannot terminate the Agreement until the expiry of that term. If you refuse to perform or repudiate the Agreement containing a specified term or minimum



term, then all amounts payable for the remainder of that term shall become immediately due and payable by you and we shall (without prejudice to its other rights) be entitled to receive those amounts and terminate the Agreement. You acknowledge that we incur various costs for such Services (including any commitments made to third party suppliers), and full payment is intended to compensate us for such costs; and

- (b) At the expiry of the specified term or minimum term, the term of the Agreement will automatically extend for successive periods of duration equal to that of the original specified term or minimum term, unless either party gives notice to the other in writing six months prior to the expiry date. Fees may be altered by us for any term extension, to reflect our then-current market rates.

Termination

- (a) Subject to any specified Term or minimum Term specified in the Statement of Work, either Party may at any time terminate the Agreement by giving not less than sixty (60) Working Days' written notice to the other Party.
- (b) Subject to clause , we may immediately terminate the Agreement if you have not made payment of the fees when due, and have not remedied the non-payment within ten (10) Working Days of notice from us notifying you of the overdue payment.
- (c) Either Party ("first party") may immediately terminate the Agreement prior to completion of the Services by giving written notice to the other Party ("second party") if:
- (i) The second party breaches the Agreement and that breach cannot be remedied, or where the breach can be remedied, the second party fails to remedy the breach within twenty (20) Working Days after the first party has notified the second party of the breach; or
 - (ii) Any secured creditor of the second party takes any steps to exercise its rights in relation to that party's assets, or the second party becomes or is deemed to become insolvent, bankrupt or unable to pay its debts in the ordinary course of business, goes into liquidation, has a receiver or statutory manager appointed in respect of it or any part of its assets, or makes any assignment to, or enters into an arrangement for the benefit of, its creditors.
- (d) If the Agreement is terminated prior to completion of the Services, you shall (subject to a specified or minimum term in the Statement of Work) pay to us all fees accrued up to the date of termination.
- (e) On expiration or termination of the Agreement, each Party shall immediately cease to use the other Party's Confidential Information and shall, if requested:
- (i) Return the other Party's property including Confidential Information; or
 - (ii) At the option of the other Party, destroy and certify in writing to the other Party the destruction of all of that Party's Confidential Information.
- (f) Termination of the Agreement will be without prejudice to any accrued rights or remedies of either Party.

Disengagement

The Parties agree that on termination or expiry of this Agreement, unless and until a Disengagement Plan has been agreed, it shall be deemed to be as follows:

- (a) During the Disengagement Period you may require us to provide a reduced level of Services in which case the relevant terms of this Agreement shall continue to apply to those reduced Services during that period;
- (b) We shall continue to deliver the Services as required by you, and you shall continue to pay for those Services on the same basis as prior to the Disengagement Period;
- (c) You shall pay our additional costs incurred reasonably in bringing the Agreement to an end;
- (d) You shall return all of our property; and
- (e) Provided you have fully complied with this Agreement, we shall do all things reasonably required by you to achieve an orderly migration, including the use of reasonable endeavours to deliver any additional migration services reasonably required by you, except however that we:
 - (i) can require you to make payment of our migration services in advance of undertaking the services; and
 - (ii) will not be responsible for reformatting your data and materials to meet any new service providers requirements, unless agreed (in our absolute discretion).

General

Non-solicitation

For the duration of the Agreement, and for 12 months after the termination or completion of the Agreement, you will not directly or indirectly employ, or procure a third party to employ, any employee, contractor or subcontractor of Maffey who has taken part in the performance of the Services. If you breach this clause, then you shall be liable to pay Maffey compensation equivalent to the current total remuneration for the solicited person (including base salary or fee, allowances, guaranteed bonuses and the value of any other benefits or allowances) calculated for a 12-month period.

Dispute Resolution

- (a) The Parties agree to use their best efforts to resolve any dispute which may arise under the Agreement through good faith negotiations.
- (b) Either Party may raise a dispute by written notice to the other Party.
- (c) On receipt of a dispute notice, the Parties' authorised representatives shall meet (or otherwise communicate, if a meeting is not practicable) and attempt to resolve the dispute through good faith negotiations on a 'without prejudice' basis.
- (d) If a resolution to the dispute cannot be achieved within 5 Working Days following the commencement of negotiations between the Parties' respective representatives, then the dispute shall be escalated to the Parties' respective chief executives (or equivalent).
- (e) Where escalation occurs, the Parties' respective chief executives (or equivalent) shall meet (or otherwise communicate, if a meeting is not practicable) and attempt to resolve the dispute through good faith negotiations on a 'without prejudice' basis.
- (f) Neither Party shall commence any litigation in relation to the Agreement unless 10 Working Days has passed since the Parties' respective chief executives (or equivalent) have met (or otherwise communicated) and endeavoured in good faith to resolve the dispute on mutually acceptable terms.
- (g) Nothing in this clause shall preclude either Party from taking immediate steps to seek urgent equitable relief.

Entire Agreement

Each Agreement (comprising of these Standard Terms and Conditions, and the Statement of Work) forms the entire



agreement between us relating to the supply of those specific Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications (whether written or oral) in relation to those specific Services.

Exclusions

The Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 shall not apply to the Agreement or to the supply of Services to you.

Waiver and Modification

No delay, neglect or forbearance by either Party in enforcing against the other any provision of the Agreement will be a waiver, or in any way prejudice any right, of that Party. However the rectification of any given instance of a breach of the Agreement by the breaching Party shall operate as a waiver in respect of that particular instance rectified.

Notices

Any notice required to be given under the Agreement shall be given in writing either personally, by post, by email or by document transmittal service to the recipient's address for that type of communication as specified in the proposal or engagement letter and will be deemed effective:

- (a) after four (4) clear Working Days, if served by post, from the time of posting; or
- (b) in the case of email, on receipt of a successful delivery receipt from the recipient's information system; or
- (c) after two (2) clear Working Days if sent by any other form of recognised urgent document transmittal service such as courier or document exchange.

A Party may change its address for service by notice in writing served on the other Party. Service shall be affected in accordance with this clause.

Assignment and Novation

We may assign or novate any or all of our rights and obligations under the Agreement, including any subsidiary rights associated with the Intellectual Property (for example the right to fees) to any affiliated company or reputable third party at any time, by notice to you.

Governing Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the law of New Zealand (but expressly excluding the Sale of Goods (United Nations Convention) Act 1994). You irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.

Services not exclusive

Maffey will not be prevented or restricted by anything in any Agreement from providing services for other clients. We will take steps to ensure that Confidential Information communicated to us during the course of the Services will be maintained confidentially and separate from partners and staff assigned to Services in which there is a manifest competing interest of another client.

No Reliance

The Client acknowledges that it has had the opportunity to take its own specialist advice on this Agreement, the Services (including technical and legal advice) and relies solely on its advisors, save for any documented representations made by Maffey in the Statement of Work. Maffey accepts no liability for any claim relating to or arising from any representations, warranties, conditions or agreements made by any agent or representative of Maffey, which is not expressly confirmed by Maffey in the Agreement.

Severance

If any provision of the Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of the Agreement will remain in full force and effect.

Force Majeure

Except for an obligation to pay money, neither Party will be liable for any act, omission, or failure to fulfil its obligations under the Agreement to the extent that such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, terrorist attacks, epidemics, governmental action after the date of the Services Contract, fire, communication line failures, power or hardware failures, earthquakes or other disasters (called "Force Majeure").

The Party unable to fulfil its obligations due to Force Majeure will immediately notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure and use its reasonable endeavours to avoid or remove the cause and perform its obligations.

Variation

The Agreement may be varied by agreement in writing and any such variation will form part of the Agreement.

Survival of Terms

The covenants, conditions and provisions of the Agreement which are capable of having effect after the expiration or termination of the Agreement shall remain in full force and effect following the expiration or termination of the Agreement.

Definitions

In these Terms and Conditions, unless the context requires otherwise:

Agreement	means the binding contract between the Parties for the supply of Services, comprising these Standard Terms and Conditions, and the Statement of Work.
Client Intellectual Property	means Project-Specific Deliverables and all pre-existing Intellectual Property of the Client, including Intellectual Property in Client data, records, documents, reports, systems information, business process information, and other proprietary Intellectual Property of the Client.
Commencement Date	means the date on which the Services are to commence (as recorded in the Statement of Work or otherwise agreed by both Parties), or if no commencement date is specified, then on the date the Statement of Work is signed or otherwise agreed by the Parties.
Deliverables	means the deliverables to be supplied by us to you (if any), as set out in a Statement of Work.
Disengagement Period	means the 30-day period commencing on the expiry or termination of the Agreement.
Disengagement Plan	means the disengagement plan to be agreed by the Parties, or (if applicable) as provided in clause .
Intellectual Property	means patentable material, patents, copyright, trademarks, designs, rights in software and designs, and any other right granted by operation of law which confers protection on any written or artistic work created by intellectual effort



	and all associated intangible assets created as a by-product (including brands, trade names, services, techniques, configurations, know-how, methods, concepts, ideas).	(f)	Headings are for convenience only and do not affect the interpretation of the Agreement except for use as cross-references;
Maffey	means Maffey.com Limited.	(g)	Any covenant not to do anything shall also constitute an obligation not to suffer, permit, cause or assist any other person to do that thing.
Maffey Intellectual Property	means all Intellectual Property forming part of, or arising from or in relation to, the Services (including Deliverables), excluding Client Intellectual Property.	(h)	A document or agreement between the Parties (including the Agreement) includes such document or agreement as modified varied, supplemented, novated, replaced or substituted from time to time.
Parties	means the parties to the Agreement and "Party" means any one of the Parties.		
Services	means the services and Deliverables to be supplied by us to you, as set out in a Statement of Work.		
Statement of Work	means a statement of work, letter of engagement, order form, proposal or similar recording the Services to be provided by Maffey, in any form (including verbal).		
Third Party Goods	means all property (including hardware and software) manufactured or supplied by persons other than Maffey, and includes any Deliverables or other items which include or contain any Third Party Goods.		
We, us, our	means Maffey.		
Working Days	means any day of the week other than: <ul style="list-style-type: none"> (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki, Labour Day, Waitangi Day, Auckland Anniversary Day and the Anniversary Day celebrated in your region; or (b) A day in the period commencing with the 23rd day of December in any year and ending with the 7th day of January in the following year. 		
You, your, Client	means the client described in a Statement of Work that is Party to the Agreement.		

General rules of interpretation

- (a) Singular words include the plural and vice versa, and where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) References to any Party shall mean and include a reference to that Party, its successor, executors or personal representatives (as the case may be), and transferees;
- (c) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (d) The word "person" shall include any natural person, company, corporation, firm, partnership, joint venture, society, organisation, or other group or association of persons (whether incorporated or not), trust, state or agency of state, statutory or regulatory body, local authority, government or governmental or semi-governmental body or agency (in each case whether or not having separate legal personality).
- (e) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusively of that day.