PACIFIC PALMS
Palms
PAVILION
WEDDINGS & EVENTS
SINCE 1979

Terms & Conditions of Service

(Effective 1 September 2023)

The *Company* agrees to provide the *Services* requested by the *Client* on the terms and conditions set out below. Words in *ITALICS* are defined at clause 23 below.

1. Acceptance

1.1 Clauses 11.3, 16.4, 18.1, 20.1 and 21.1shall apply to the *Agreement* unless or to the extent the *Proposal* or Order expressly specifies otherwise.
1.2 The *Client* shall be deemed to have accepted these terms and conditions and the *Proposal* if the *Client*:
(a) gives or continues to give the *Company* instructions in relation to the *Services* after receiving the *Proposal*, or
(b) verbally accepts the *Proposal*.
1.3 Notwithstanding clause 1.2, the *Company* may insist on the *Client* accepting the *Proposal* and these terms and conditions in writing by signing the Acceptance or another form of written acceptance.

2. Services

2.1 The *Company* shall provide the *Services* in accordance with the *Agreement*. The *Client* and the *Company* agree that the items referred to as Exclusions in the *Proposal*, if any, are excluded from the *Agreement*.
2.2 The *Company* warrants that:
(a) it holds all qualifications and licenses, if any, required to provide the *Services*, and
(b) the *Services* will be provided with due care and skill.
2.3 The *Company* shall not be required to commence the *Services* until the *Client* has paid the deposit, if any, in accordance with clause 5.2 .
2.4 Subject to clauses 2.3, 6.8 and 7, the *Company* shall provide the *Services* on the *Event Date* specified in the *Proposal*, if any.

3. Client's Responsibilities

3.1 The *Client* shall promptly provide all information requested and reasonably required by the *Company* for the purpose of providing the *Services*.
3.2 The *Company* shall not be responsible for any errors brought about by the *Client's* failure to provide information or documentation or failure to provide material that is later found to be material to the *Client's* requirements.
3.3 The *Client* acknowledges that:
(a) access to the *Centre* and the associated function spaces will be available from 2:00pm on the *Event Date* unless otherwise agreed in writing by the *Company*;
(b) the *Centre* and the associated function spaces are held for specified times only. If you wish to have access to the *Centre* (or the associated function spaces) before or after the dedicated time, please advise and we will attempt to accommodate this request;
(c) the *Centre* and associated function spaces may be subject to alteration due to operational constraints or change of attendee numbers. If an alteration is required, the *Company* will discuss any changes with the *Client* and offer the *Client* a suitable alternative;
(d) upon satisfaction of clause 5.2, any accommodation incorporated into the *Services* will be held and allocated to the *Client;*
(e) the service or supply of food, buffet or other similar services is prohibited and any food consumed at the *Centre* and the associated function spaces must be supplied by the Company (or its subcontractors);
(f) if an alcoholic beverage package forms part of the *Services*, whether it be a package supplied by the *Company* or supplied by the *Client*, the *Client* must utilise the *Company*'s certified staff for the responsible service of the alcohol and a separate fee will be payable for this service;
(g) the *Company* reserves the right to refuse service of alcohol in accordance with its obligations under the *Liquor Act 2007* (NSW) including without limitation, refusing service to underage persons and limiting supply after five (5) hours of service;
(h) the *Company* reserves the right to control the quality, style and volume of any entertainment booked by the *Client* during the *Event*;
(i) to the extent permitted by law, the *Company* accepts no responsibility for any loss or damage to any property of the *Client* or the *Client's* invitees;
(j) the *Client* must not, and must ensure its invitees do not, obstruct, remove or damage any safety equipment at the *Centre* and associated function spaces (including without limitation; fire extinguishers, smoke alarms, emergency exits, signage, hydrants, alarm stations, doors and control panels). Any extension or replacement of electrical cables and equipment of the *Client* must be supervised and approved by the *Company's* nominated representative;
(k) the use of artificial smoke at the *Event* must be approved by the *Company* in writing before its use;
(l) no decoration or signage is to be affixed, pinned or glued to the *Centre* and associated function spaces;
(m) the *Client* must provide the *Company* with the final number of guests for the *Event* at least 21 days prior to the *Event Date*;

4. Confidentiality

4.1 The *Company* shall maintain confidentiality in relation to all information disclosed by the *Client* or any other party to the *Company* and shall only use such information for the purpose of providing the *Services*.
4.2 The obligation in clause 4.1 shall not apply to any information which: (a) the *Company* is authorised or compelled by law to disclose, reproduce, use or disseminate,
(b) is in or enters the public domain, other than as a result of a breach by the *Company* of its duty hereunder or disclosure by any person receiving the confidential information from the *Company*; or
(c) is established by means of written records and otherwise as already known to the *Company* prior to the date of the *Proposal*.

5. Fees & Accounts

5.1 The *Client* shall pay to the *Company* the *Fees* and other money that becomes payable under the *Agreement* (without any set off) in the manner and at the times stated in the *Agreement*.
5.2 The *Client* shall pay to the *Company* the deposit specified in the *Proposal*, if any, within seven (7) days of the *Acceptance*.
5.3 The *Client* shall indemnify the *Company* for reasonable expenses incurred on behalf of the *Client* and costs borne in connection with the performing of the *Services*.
5.4 The *Company* may issue an *Account* in respect of the *Services*:
(a) on or after the dates, periods or milestones specified in the *Proposal*, if any, and
(b) when in the *Company's* opinion the *Services* or any *Variation* have been completed.
5.5 The *Client* must pay the *Fees* progressively as claimed by the *Company* within seven (7) days, or such other period as specified in the *Proposal*, of service of an *Account* on the *Client*.
5.6 If the *Company* engages a third party consultant in connection with the *Services* with the *Client's* prior consent, the *Client* shall indemnify the *Company* against all *Fees* and disbursements charged by that third party to the *Company*. The *Client* acknowledges that the *Company* may require that the *Client* enter into a service agreement with the third party directly.

6. Variations & Price Variations

6.1 A *Variation* occurs if:
(a) the *Agreement* deems a *Variation,*
(b) the *Client* requests the *Company* to perform a *Variation* and subsequently the *Company* performs the *Variation* in accordance with the *Client's* direction, or
(c) the *Client* and the *Company* agree in writing to a *Variation*, including *Agreement* as to the price of the *Variation*.
6.2 The price of a *Variation* is payable progressively as the *Variation* is performed and is due at the same time as the next *Account* after it is carried out unless a different time is agreed.
6.3 If the *Client* has requested the *Company* to perform a *Variation* and the *Company* has provided the *Client* with a cost *Proposal* in respect of the *Variation*, unless the cost *Proposal* is rejected by the *Client* in writing within five (5) *Business Days* the amount of the cost *Proposal* is deemed to be the price of the *Variation* for the purposes of clause 6.1(b).

6.4 If there is insufficient time to calculate the price of a *Variation*, or this Contract deems a *Variation*, the price of the *Variation* will be charged to the *Client* at the *Company*'s reasonable cost plus a profit margin of 25%.
6.5 There shall be a deemed *Variation* if:
(a) the requirements of any statutory or other *Authority* necessitate a change to the *Services*, such *Variation* being that additional work is required to effect that change,
(b) additional work is required, or the work is required to be performed in a manner not anticipated,
(c) after the *Agreement* is made a statutory or other *Authority* introduces or increases any tax, charge, levy or other regulation or any requirement that affects the *Services* that causes any increase in the costs of the *Services*.
6.6 Subject to clause 6.7 and 6.8, the *Company* may vary the *Fees* by providing the *Client* at least 90 days prior notice in writing if extra cost in labour, supplies, materials and/or overheads is incurred (or will be incurred) by the *Company* due to reasons beyond the control of the *Company*.
6.7 The *Company* must only exercise its rights to vary the *Fees* where it is reasonably necessary to protect the legitimate business interests of the *Company*.
6.8 The *Client* may terminate this *Agreement* effective immediately by notice in writing to the *Company* without penalty within 14 days of service of the notice provided by the *Company* under clause 6.6 (**Termination Period**) and any money paid by the *Client* will be refunded to the *Client* by the *Company* in full within 14 days of termination.
6.9 If the *Client* does not serve notice terminating this *Agreement* within the Termination Period (time being of the essence), the *Fees* will be deemed to be accepted by the *Client* and varied in accordance with the notice provided by the *Company* under clause 6.6.
6.10 Notwithstanding any other clause herein, the *Company* is under no obligation to carry out any deemed *Variation* or *Variation* requested by the *Client*.

7. Acknowledgement of Possible Delays
7.1 The *Client* acknowledges that completion of the *Services* may be suspended by the *Company* pursuant to clause 8 or delayed by any cause beyond the control of the *Company* including; (a) a *Variation* or a request by the *Client* for a *Variation*; (b) an act of God, fire, explosion, earthquake or civil commotion; (c) any weather condition that, in the reasonable opinion of the *Company*, prevents the *Services* from being provided in the usual manner; (d) an industrial dispute; (e) anything done or not done by the *Client*; (f); the delay in the supply of materials; and (g) the contract documents not being fully completed or made available to the *Company* by the date of the *Agreement*.
7.2 The *Company* shall not be liable for the failure to perform the *Services* or the *Agreement* to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by the *Company* because of a circumstance referred to in clause 7.1.

8. Suspension
8.1 If the *Client* is in breach of the *Agreement* the *Company* may suspend the carrying out of the *Services* and must promptly give to the *Client* written notice of the suspension and details of the breach.
8.2 The *Company* must recommence the providing the *Services* within a reasonable time after the *Client* remedies the breach and gives the *Company* written notice of that fact.

9. Dispute Resolution
9.1 The parties must attempt to resolve any dispute or claim arising out of or under the *Agreement* by negotiation in good faith before either party commences any litigation in relation to the dispute or claim. Accordingly, if a party considers that a dispute or claim has arisen under the *Agreement* they must give written notice to the other party adequately setting out and providing details of the dispute.
9.2 The *Company* and the *Client* must meet within ten (10) *Business Days* of the giving of a notice pursuant to clause 9.1 to attempt to resolve the dispute or claim or to agree on methods of doing so. The parties must be represented at the meeting by a person with authority to agree to a resolution of the dispute.
9.3 If the dispute is resolved the parties must write down the resolution and sign it.
9.4 The parties agree that anything done or said in the negotiations cannot be revealed in any other proceedings.
9.5 Nothing in this clause prevents either party from commencing urgent injunctive or interlocutory proceedings in a competent Court or affects the *Company's* right to take recovery action in relation to any overdue *Account*.

10. Default & Termination of Contract
10.1 Without limiting clause 10.2, a party may terminate the *Agreement* if: (a) the other party is in default of the *Agreement*,
(b) the non-defaulting party has served notice in writing on the party setting out details of the default and stating that the party will be entitled to terminate the *Agreement* unless the default is remedied within a specified time of not less than 14 days,
(c) the party fails to remedy the default within 14 days of receiving a notice under clause 10.1(b), or such longer period as may be specified in the notice, and
(d) the non-defaulting party serves written notice of termination whilst the default remains unsatisfied.
10.2 If the *Client* fails to pay any money under the *Agreement* within seven (7) days of the due date for payment: (a) the *Company* may terminate the *Agreement* by notice in writing to the *Client*,
(b) the *Company* shall be entitled to interest on the outstanding amount at the rate of 2.5% per calendar month calculated daily from the due date for payment and compounding monthly on the first day of each month until payment is received,
(c) the *Client* shall indemnity the *Company* from and against all costs and disbursements incurred or payable by the *Company* in connection with the recovery of monies owing by the *Company* (including, without limitation, legal *Fees* on an indemnity basis, collection agency costs and bank dishonour *Fees*), and
(d) the *Company* may cancel all or any part of the *Services* in connection with any other contract or contracts made with the *Client* to which these terms and conditions apply whereafter all amounts payable by the *Client* to the *Company* shall became payable immediately.
10.3 The *Client* agrees to pay to the *Company*, as a genuine pre-estimate of the *Company's* costs:
(a) a processing and handling fee of $20.00 in respect of each payment made under the *Agreement* that is not in satisfaction, or in satisfaction of the balance, of an *Account*; and
(b) a default fee of $50.00 in respect of any failure by the *Client* to pay an *Account* by the due date for payment or by the corresponding day of each subsequent calendar month until the *Account* is paid in full.

11. Warranties & Representations
11.1 Subject to clause 2.2 and except as expressly provided to the contrary in the *Proposal*, *Order* or elsewhere in these terms and conditions, all representations, warranties, guarantees and conditions in relation to the *Services* (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
11.2 If the *Client* is aware (or should be aware) that the *Services* are for a particular purpose, the *Client* agrees to clearly specify that purpose in writing in the *Order*.
11.3 The *Client* warrants that it has made its own enquiries in relation to the suitability of the *Services* and has not relied on any representation made by the *Company* in relation to their suitability for any particular purpose.

12. Limitation of Liability
12.1 Unless the *Proposal* specifies otherwise, the *Company* disclaims any assumption of responsibility for reliance on the *Services*:
(a) by any party other than the *Client*; and
(b) for any purpose other than the purpose for which the document was prepared.
12.2 The *Company*'s liability to the *Client* (and any party claiming through the *Client* against the *Company*) for any claim for loss or damage (including legal expenses), whether arising in contract, tort or otherwise, in connection with the *Agreement* shall be limited to the lesser of the costs of: (a) supplying the *Services*

again, or
(b) payment of the costs of having the *Services* supplied again.
12.3 The *Company* shall not be liable for any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the carrying out of the *Services*.

13. Security Bond
13.1 If in the opinion of the *Company*: (a) there is a heightened risk of damage to the *Centre* by reason of the nature of the *Event*;
(b) the *Event* may not proceed as scheduled;
(c) the *Client* may not discharge its obligations under this *Agreement*; or
(d) the *Client* may not be in a position to pay to the *Company* all monies payable under this Agreement as and when due,
13.2 The *Company* may utilise the *Security Bond* to compensate the *Company* for any costs, losses, expenses or damages incurred or payable by the *Company* by reason of any breach of the *Client*'s obligations under this *Agreement*, but prior to doing so, must give written notice to the *Client* of the breach and the amount claimed.
13.3 Within 30 days after the *Event Date*, the *Company* must repay to the *Client* the balance, if any, of the *Security Bond* not utilised by the *Company*.

14. Damage to Centre
14.1 The *Client* must report to the *Company* any damage to the *Centre*, the *Centre* facilities or other equipment and services provided by the *Company* sustained during use by the *Client*, any associated person or any persons attending the *Event* immediately upon becoming aware of the damage.
14.2 The *Client* must pay to the *Company* the cost of repairing and making good any damage of the type referred to in clause 14.1 (unless caused by the negligence of the *Company*, its employees or agents) including the cost of labour and materials and replacement equipment and must if required by the *Company* itself repair and make good any such damage.
14.3 The *Client* must pay to the *Company* the amount of any revenue which the *Company* calculates to have been lost by reason of any damage of the type referred to in clause 14.1 or the repairing and making good of any such damage.

15. Rights of the Company in respect of the Event
15.1 The *Company* reserves for itself the right:
(a) to have access to all areas of the *Centre* at all times for the purpose of carrying out its normal duties;
(b) to determine in its absolute discretion acceptable sound limits in respect of the *Event*, including without limitation, for music, karaoke, videos and amplified noise;
(c) to refuse admission to or to remove from the *Centre* at any time any person;
(d) to direct crowd control measures, safety and security systems and procedures;
(e) to suspend or control the *Event* if in the reasonable judgment of the *Company* it is not in accordance with this *Agreement*;
(f) to take all actions and make all directions relating to the use of the *Centre* and the facilities by the *Client* or associated persons as it deems necessary;
(g) to modify the level or nature of beverage service during the *Event* where the *Company* considers it reasonable to do so having regard to circumstances (including compliance with responsible service of alcohol regulations) and in such case, there must be no adjustment to the *Fees* or other financial arrangements under this *Agreement*.
15.2 The *Client* agrees that it will comply with any reasonable directions made by the *Company* in exercising the rights reserved under paragraph

16. Intellectual Property
16.1 Where the *Company* has designed, drawn or developed unique and/or original works, designs or drawings in connection with the *Services*, copyright in such works, designs or drawings shall vest in the *Company*.
16.2 The *Client* warrants that the *Company* is entitled to use all documents and drawings provided by the *Client* for the purposes of providing the *Services* and that such use will not infringe any third party's intellectual property rights.
16.3 The *Client* shall indemnify the *Company* from and against all claims and all losses and damages incurred by the *Company* as a consequence of any claim against the *Company* for infringement of a third party's intellectual property rights in connection with the provision of the *Services* in accordance with a document that is; supplied by, prepared under the instruction of, or prepared from sketches provided by, the *Client*.
16.4 The *Client* authorises the *Company* to use any documents, designs, drawings or goods that the *Company* has created for the *Client* including photographs thereof for the purposes of marketing the *Company*'s business or entry into any competition.

17. Subcontracting & Assignment
17.1 The *Company* may subcontract the whole or any part of the *Services* but remains responsible for all of the *Services*.
17.2 The *Company* may assign the *Agreement* to any person. In the *Event* of the assignment the *Client* may, if it has reasonable grounds to believe that the assignee will not comply with the *Agreement*, within seven (7) days of receiving notice of the assignment terminate the *Agreement* by 30 days written notice to the *Company* whereafter the termination will be effective unless the assignment is withdrawn.

18. Cancellation
18.1 Notwithstanding any other clause herein, the *Company* may cancel any agreement to which these terms and conditions apply at any time before the date that is three (3) months prior to the *Event* Date by giving written notice to the *Client* whereafter any deposit or other amount paid by the *Client* on account of the *Services* shall become immediately repayable to the *Client*. The *Company* shall not be liable for any consequential loss or damage in relation to any such cancellation.
18.2 If for any reason (including events beyond the *Client*'s control, but excluding any default on the part of the *Company*), the *Client* is unable to proceed with the *Event* on the *Event Dates*:
(a) the *Client* must immediately notify the *Company* in writing of that fact;
(b) subject to paragraph 18.2(d), the *Client*'s liability to pay the *Fees* is as follows:
(i) if the cancellation is notified more than nine (9) months prior to the first *Event Date*, all money paid by the *Client* will be refunded to the *Client*;
(ii) if the cancellation is notified less than nine (9) months prior to the first *Event Date* but more than three (3) months prior to the first *Event Date*, 50% of all money paid by the *Client* will be retained by the *Company*;
(iii) if the cancellation is notified less than three (3) months prior to the first *Event Date* but more than 45 days prior to the first *Event Date*, all money paid by the *Client* will be retained by the *Company,* and
(iv) if the cancellation is notified less than 45 days prior to the *Event Date*, the *Company* will retain all moneys paid by the *Client* and the *Client* must pay the balance of the *Fees* as if the *Event* took place on the *Event Date*;
(c) the *Client* must pay to the *Company* upon demand: (i) all costs of any nature incurred by the *Company* in providing and preparing for the use of the *Centre* for the cancelled or postponed *Event*; and
(ii) all costs of any nature incurred as a result of the failure to present the *Event* or any change in the scheduled times;
(d) where both parties agree to the *Event* being moved to another date, the money paid by the *Client* will be retained by the *Company* and applied to the alternate booking.
18.3 Subject to clause 18.2, if the *Client* purports to cancel the *Agreement*, without limiting any other right available to the *Company*, the *Client* shall be liable to the *Company* for any and all loss or damage suffered by the *Company* in connection with the cancellation including, without limitation; loss of profit in respect of the *Services* and/or loss of profits in respect of orders and opportunities foregone as a result of the scheduling of the *Services*.

19. Privacy Act 1988 (Cth)
19.1 The *Client* consents to the *Company* using any personal information collected by the *Company* for the following purposes or as required by law: (a) the performance of the *Services,* (b) the marketing of the supply of services by the *Company,* (c) the analysing, verifying and checking of the *Client's* credit and/or payment status in relation to the performance of the *Services*, (d) the processing of any payment instructions, direct debit facilities and/or credit facilities requested by the *Client*, and (e) enabling the daily operation of the *Client's* account and/or the collection of amounts outstanding in the *Client's*

account in relation to the performance of the *Services*.
19.2 The *Company* may give information about the *Client* to a credit reporting agency for the following purposes: (a) to obtain a consumer credit report about the *Client,* or (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the *Client*.

20. GST
20.1 The *Fees* and all other monies payable by the *Client* pursuant to the *Agreement* are exclusive of *GST*.
20.2 If The *Company* incurs a liability to pay *GST* in connection with a supply to the *Client* pursuant to the *Agreement*, the consideration that the *Client* must pay to the *Company* for the supply is increased by an amount equal to the *GST* liability that the *Company* incurs in making the supply and the amount of the *GST* liability is payable at the same time and in the same manner as the consideration in respect of the supply is payable.
20.3 The *Company* shall provide the *Client* with a tax invoice for any *GST* included in any payment made pursuant to the *Agreement*.

21. Notices
21.1 The parties agree that email shall be the primary method of contact and communication in relation to any matters arising under the *Agreement*.
21.2 A notice is deemed to have been given or serviced if the notice is:
(a) delivered by hand to the other party,
(b) posted by ordinary prepaid mail to the other party's address (including a Post Office Box) stated in the *Proposal* or *Order* on the second *Business Day* following the date of posting, or
(c) sent by email to the parties' email address stated in the *Proposal* or Order upon receiving confirmation of delivery of the email without error.

22. General
22.1 Payments may only be made by cash, bank cheque, electronic funds transfer or credit card (unless the *Company* agrees otherwise in relation to a payment). The *Client* agrees to pay a surcharge equal to 2.5% in respect any payment made via credit card.
22.2 The *Client* may not; (a) set off against or deduct from any monies payable under the *Agreement* any sums owed or claimed to be owed by the *Company* to the *Client*, or (b) withhold payment of any *Account* because the *Account* or part of it is in dispute.
22.3 The *Agreement* embodies the whole agreement between the parties relating to the subject matter of the *Agreement* and supersedes any and all oral and written negotiations and communications by or on behalf of any of the parties.
22.4 The terms in the *Agreement* may not be varied, waived, discharged or released, except with the prior written consent of the parties.
22.5 No right under the *Agreement* is waived or deemed to have been waived in relation to any particular instance unless in writing and signed by the party waiving the right. A party does not waive its right under the *Agreement* by granting an extension of time or any other forbearance to another party.
22.6 The *Agreement* shall be governed by and constructed pursuant to the laws of the State or Territory in which the *Order* is received. The parties irrevocably submit to the jurisdiction of the Courts of that State or Territory in connection with any dispute relating to the *Agreement*. The parties further agree that the Court of competent jurisdiction located closest to the *Company's* principal place of business in the relevant State or Territory shall be the appropriate Court for the hearing of any claims in connection with this *Agreement*.
22.7 The parties agree that a construction of the *Agreement* that results in all provisions being enforceable is to be preferred to a construction that does not so result.
22.8 If, despite the application of clause 22.7, a provision of the *Agreement* is illegal or unenforceable:
(a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed; and
(b) in any other case, the whole provision is severed, the *Company* may require the *Client* to lodge with the *Company* a *Security Bond*.
and the remainder of the *Agreement* continues in force.

23. Definitions & Interpretation
a.1 In these terms and conditions:
(a) *"Acceptance"* means the acceptance document signed by the *Client* in relation to the *Proposal* and these terms and conditions;
(b) "*Account*" means both a statement of the *Fees* claimed to be due to the *Company* under the *Agreement* and a tax invoice as defined in the *A New Tax System (Goods and Services Tax) Act* 1999;
(c) *"Agreement"* means the agreement between the *Client* and the *Company* arising from the *Client's* acceptance of the *Company*'s offer comprised by the *Proposal*;
(d) "*Authority*" means the Local Government, State or Federal Government, or any Government agency that has power to affect the *Services*;
(e) "*Business Day*" means any day other than Saturdays, Sundays or public holidays;
(f) "*Centre*" means the Palms Pavilion Wedding & Event Centre;
(g) *"Client"* means the party named as the *Client* or customer in the *Proposal*, or if there was no written *Proposal*, in the *Order*;
(h) *"Company"* means Tiona Investments Pty Ltd (ACN 635 579 921) ATF The Tiona Investments Unit Trust (ABN 61 896 061 250, it's successors and assigns;
(i) *"Event"* means the *Event*(s) described in the *Proposal;*
(j) *"Event Date"* means the date(s) described in the *Proposal;*
(k) "*Exclusions*" means the exclusions described in the *Proposal*;
(l) *"Fees"* means the amount or rates stated as the price in the *Proposal*, or if there was no written *Proposal*, in the *Order*;
(m) "*GST*" has the same meaning as given to it in the *A New Tax System (Goods and Services Tax) Act* 1999.
(n) "*Proposal*" means the *Proposal*, if any, provided by the Company to the *Client* in respect of the Services;
(o) "*Security Bond*" means and amount as set out in in the *Proposal,* if any;
(p) *"Services"* means the work/services described in the *Proposal* and includes *Variation*s but excludes the *Exclusions*.
(q) "*Variation*" means to vary the *Services* by carrying out additional work, omitting any part of the *Services* or changing the scope of the *Services*.
23.2 In the *Agreement*, unless otherwise indicated by the context: (a) the singular includes the plural and vice versa; (b) a reference to one gender includes a reference to all other genders; (c) headings to clauses are included for the sake of convenience only and will not affect the interpretation of the clauses to which they relate; (d) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any *Order*s, regulations, instruments or other subordinate legislation made under the relevant statute; (e) the word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not; (f) the *Agreement* will bind each party's legal personal representatives, successors and assigns; and (g) where a party comprises two (2) or more persons the rights and obligations of such persons pursuant to the *Agreement* will ensue for the benefit of and bind each of them jointly and severally.