

NATAN PTY LTD
Customer Service Agreement - Residential

1. Our Customer Service Agreement

- 1.1 The Customer Service Agreement (CSA) is our standard form of agreement setting out the terms and conditions upon which we supply Services to you.
- 1.2 Our CSA consists of the following:
- (a) your application for Services (**Application**);
 - (b) Service Terms for each Service;
 - (c) the terms and conditions of any applicable special offer or promotion;
 - (d) these General Terms;
 - (e) our Billing Policy;
 - (f) our Fair Use Policy; and
 - (g) our Privacy Policy.

If there is any inconsistency between the terms of the CSA, the order of precedence will be as listed above.

Changes to the CSA

- 1.3 We may need to change the CSA from time to time and will notify you of the change by email (to the last email address that you have given to us); a message on your next bill; or, on our website. The period of notice depends on the nature of the change:
- (a) If the change will benefit you or have a neutral impact on you, we may make the change effective immediately and without advance notice; however, we will notify you within a reasonable time after the change.
 - (b) If the change is required to comply with any law or requirement of any regulatory body, to preserve or safeguard the security or integrity of our infrastructure and network, or as a result of changes imposed on us by other Suppliers, where practicable to do so, we will give you reasonable notice of the changes.
 - (c) For all other changes, we will give you at least 30 days' notice.
- 1.4 If the notice is detrimental to you, you may cancel your Service within 30 days of our notice without penalty, however, you will still be required to pay any Charges that have accrued up to the date of cancellation. If you continue to use the Service after the notice period, you will be taken to have agreed to the change.

2. Your application for services

- 2.1 You may make an application for any of our Services (**Application**):
- (a) **online** – by submitting an online application via our Website;
 - (b) **in writing** - by submitting a written application by mail or email; or
 - (c) **over the telephone** – by requesting us to complete a written application for you after you have agreed to the terms and conditions of this CSA.
- 2.2 You must provide us with all information that we reasonably require in order to supply the Services, including any information we require to carry out a credit check, and you warrant that the information you provide is accurate, truthful and correct.

- 2.3 You must inform us of any changes that are relevant to your Service or account such as your contact details and your debit or credit card details.

Authorised Representative

- 2.4 You may nominate another person (**Authorised Representative**) to exercise some or all your rights under this CSA. The Authorised Representative can have:
- (a) Limited authority – have access to information about your account;
 - (b) Limited authority as an advocate – may speak to us on your behalf, including for the purposes of making a complaint;
 - (c) Full authority - anything that this person does in relation to your Service is deemed to be done by you.
- 2.5 You will need to complete an [Authorised Representative Form](#) to put these arrangements in place.

Acceptance of your Application

- 2.6 We may decide, in our absolute discretion, whether or not to accept your Application based on factors that we deem to be relevant, including:
- (a) your eligibility for that Service;
 - (b) the availability of the Service;
 - (c) your ability to meet our credit requirements; or
 - (d) any issue which impacts on technical or network considerations which are relevant to the provision of the Services.
- 2.7 You acknowledge and agree that the details you submit to us in your Application will form the basis of the Services that we provide to you and will form part of the CSA for your Services.

Provision of Services

- 2.8 Your CSA for supply of Services will commence when we accept your Application. This may be a different date to the start date of the Services.
- 2.9 We will supply the Services to you for your Contract Term, in accordance with the CSA until the Service is suspended or cancelled in accordance with clause 6.
- 2.10 At the end of the Contract Term, if you or we do not cancel the Service, and you do not extend the Services for a further minimum Contract Term, the agreement becomes a month-to-month Service.

3. Access to Premises and connection of your Service

- 3.1 In order to supply the Services to you, we may need to access the Premises. You agree to provide us with, or arrange for us if required, safe and prompt access to the Premises to:
- (a) investigate the suitability of your Premises for connection;
 - (b) install and operate any necessary equipment at your Premises;
 - (c) carry out inspection, testing, repair, replacement and maintenance of any equipment;
 - (d) if necessary, to change the location of equipment and carry out associated works necessary to deliver your Service; and
 - (e) at the end of the Contract Term, remove and recover our equipment.

Owner's Permission

- 3.2 If you do not own the Premises, you must obtain the owner's permission for us to access the Premises and install and maintain any equipment. You must notify us promptly before we commence work on the Premises if you are unable to obtain the owner's permission. If you have not obtained sufficient permission, you indemnify us against any claim the owner of the Premises makes against us, our employees, and contractors as a result of our entry onto the Premises and/or any works conducted on the Premises.
- 3.3 If you are either the owner or a tenant of your Premises, and the Premises are covered by the rules of an Owners Corporate or Body Corporate, then you must obtain sufficient permission from the Owners Corporate or Body Corporate for us to access the Premises to install and maintain any equipment.

Installation of Equipment and Connection of Services

- 3.4 We will connect the Service as soon as we can, but there may be a delay between the time we accept your Application and providing you with your Service. You acknowledge that we will not be liable for any delay in relation to installation of equipment at your Premises or commencement of supply of Services to you. We may notify you of an expected date of provisioning, however, that date is only an estimate and not a guarantee.
- 3.5 After we have accepted your Application, we may cancel the Service if we determine that we are unable to connect or provide the Service within a reasonable time. In such case, we are not liable to you for any failure to provide the Service.
- 3.6 The equipment we supply and install at your Premises in order to connect your Service, remains our property (**Our Equipment**). You must not sell, lend or remove Our Equipment, unless it is in accordance with our instructions and approval. Other than fair wear and tear, you are liable for loss or damage to Our Equipment.

Service Speeds

- 3.7 After we install equipment at your Premises, we will test the connection to confirm that the Service is connected and able to achieve the speeds as agreed. If we are unable to resolve issues with your speed, we will notify you of this and you will have 10 business days to nominate whether you wish to downgrade to a lower speed service or cancel without penalty. You will not be billed during the 10-business day period.
- 3.8 You acknowledge that fluctuations in speeds may occur, and your Service may not achieve the maximum speed at all times. This may arise because of circumstances outside our control such as climactic or weather conditions, damage to equipment, outages to power or other parts of the network.

4. Quality and Maintenance

Standard of Service

- 4.1 Our Services do not support and are not suitable for:
- (a) persons requiring priority assistance, a priority customer or a provisional priority customer; or
 - (b) use in circumstances where life-threatening emergencies can occur (e.g. use in police stations, emergency service provider call centres, medical practices and hospitals).
- 4.2 We endeavour to provide a strong, consistent service, however we cannot, and do not guarantee that your Service will be without occasional fault, error, limitation, fluctuation, interruption or outage. In the event of an issue, we will use best endeavours to identify the cause and rectify any error to restore your Service, however, we cannot be liable for any loss, damage or inconvenience.

Maintenance

- 4.3 To ensure that our network and your Service functions at optimum quality levels, from time to time, we will need to conduct maintenance, testing, updates, replacement or repair to the network or our equipment

installed at your Premises. You acknowledge and agree that this work may cause temporary disruption to your Services, and we will use best endeavours to minimise disruption, as well as try to conduct works outside normal business hours, however, we may not always be able to do so.

- 4.4 When reporting a fault to your Service, you should first check to ensure it has not been caused by your actions or your equipment. If our fault team attend your Premises and in our reasonable opinion, do not identify a fault, or determine that the fault has been caused by your equipment or your actions or omissions, then we may charge you a no-fault fee for our attendance.
- 4.5 If your Service is an internet service, our responsibility ends at the wall-plate within your Premises. If you have obtained equipment from us (such as a router or other device), we will have configured that equipment which will enable us to provide support to you if necessary. If you have sourced your own equipment to connect to your Service, then whilst we will try to provide you with assistance with the set-up and configuration of the equipment, we cannot guarantee that we have sufficient knowledge to do so, or that the equipment will be adequate or capable of supporting your Service.

5. Your use of the Service

Fair Use Policy

- 5.1 You must at all times use your Service in compliance with the Fair Use Policy. You acknowledge and agree that if we, acting reasonably, determine that you have used your Service in a manner which is not in compliance with the Fair Use Policy, then, we may suspend your Service, vary your plan, or cancel your Service.

Use of the Service by others

- 5.2 You must ensure that any person whom you allow to use your Service, or to whom you ask us to supply your Service directly, complies with this CSA as if they were you.
- 5.3 If you and one or more others are the customer for a Service, each of you are jointly and individually responsible for all Charges and other obligations relating to that Service.

No interference

- 5.4 You shall not, and you shall not permit any other party to interfere, disrupt, damage or cause nuisance to our equipment, or otherwise obstruct, impede, or interrupt our network or your Service, at any time.
- 5.5 If we inform you that you or someone else on your Premise is interfering, or may interfere, disrupt, damage or cause nuisance to our equipment or network or your Service, then you must take all reasonable steps to ensure that such interference, disruption, damage, or nuisance caused is not caused, or if caused, ceases.

6. Charges

- 6.1 The Charges for the Services are set out in your Application.
- 6.2 All billing for your Services will be made in accordance with our [Billing Policy](#).
- 6.3 You must pay all invoices for Charges for the Services in accordance with the terms in our Billing Policy. You must provide us with valid and current billing information, as well as providing authority to debit your nominated bank or credit card in order to pay for your Service.
- 6.4 Any costs we incur as a result of late or unpaid invoices will be charged to you.
- 6.5 In order to provide some services to you, we enter into arrangements with other Suppliers. You acknowledge that our Charges to you for the Services may vary as a result of a variation of a Supplier's charges to us, and that we may pass on any additional charges a Supplier charges to us in accordance with clause 1.3(b).

- 6.6 From time to time, we may advertise special offers for Services (**Special Offers**). These offers may be part of a general advertisement or offered directly to you. Generally advertised Special Offers will be displayed on our Website. If advertised directly to you they will be provided upon request or at the time of completing and submitting a Special Offer Application. Depending on the terms of the Special Offer, it may or may not be applicable to you if you already have an existing Service. Once a Special Offer is validly accepted, the terms of that Special Offer will apply until the Special Offer expires. The Special Offer terms and conditions will specify all terms and conditions that prevail over the standard CIS's until the expiry of the offer. Apart from these, all other terms and condition of our CSA will still apply to your Service (both during and after the Special Offer begins and expires).

7. Suspension or Cancellation

Cancellation by you

- 7.1 You can cancel your Service without liability:
- (a) if you are on a month-to-month contract, upon 30 days' notice;
 - (b) if you are on a fixed Contract Term, at the end of the Contract Term, upon 30 days' notice;
 - (c) before the end of your Contract Term, in accordance with your Application, by paying the specified Cancellation Fee and any related Charges; or
 - (d) if we have breached the CSA and have not remedied the breach after you have provided 30 days' notice to us of the breach.

Cancellation by us

- 7.2 We may cancel your Service without liability:
- (a) if you are no longer on a fixed Contract Term, or on a month-to-month contract, upon 30 days' notice;
 - (b) at the end date of your fixed Contract Term, upon at least 30 days' notice;
 - (c) upon at least 30 days' notice, if acting reasonably, we determine that it is not feasible to supply your Service to you for technical, operational or commercial reasons; or
 - (d) immediately, if your actions present a risk to personal safety or property.

Suspension or Cancellation for Breach

- 7.3 We may immediately suspend or cancel your Service without liability if:
- (a) you fail to pay the invoice for your Service by its due date, and after we have served you with a 14 day past due notice (subject to the provisions of our [Billing Policy](#));
 - (b) you have engaged in conduct contrary to our [Fair Use Policy](#) and have not remedied the breach after we have provided you with notice to rectify the conduct. The notice period will be dependent on the circumstances of the conduct;
 - (c) we have determined, acting reasonably, that you are an unacceptably high credit risk;
 - (d) you fail to provide us or our Supplier with access, authority or information reasonably required to enable provision of your Service;
 - (e) you have breached the CSA and have not remedied the breach after we have provided you with 30 days' notice;
 - (f) your Service is being resold to you by a third party, or you are acting as a telecommunications carrier or service provider; or
 - (g) you become insolvent, or your business ceases to operate.

No fault suspension or cancellation

- 7.4 We may suspend or cancel your Service, without liability if:
- (a) we are required to do so by law, order of policy, emergency services or other authorised agency;
 - (b) we are issued with a competition notice by the ACCC in relation to your Service;
 - (c) it becomes or will become illegal to supply you with your Service;
 - (d) we have reasonable grounds to believe there is a threat or risk to the quality or security of your Service, our network or that of our Suppliers;
 - (e) an emergency situation arises;
 - (f) it is necessary to allow maintenance, upgrade or repair of our network or facilities or for other operational reasons; or
 - (g) a Supplier ceases to supply us with services and we are unable to find an alternative and thus, unable to continue providing your Service.
- 7.5 Where we suspend or cancel your Service under clause 6.4, we will endeavour to give you as much notice as possible which will be dependent on the circumstances of the suspension or cancellation.

Effect of suspension or cancellation

- 7.6 Following suspension, we may cancel your Service at a later date for any of the above reasons.
- 7.7 Reconnection of a cancelled service will involve the payment of a reconnection fee unless the cancellation was not caused by your conduct or default.
- 7.8 If your Service is cancelled, you will still be liable for Charges which accrued prior to the cancellation.

8. Data Retention, Interception, Service Monitoring & Testing

- 8.1 We have legal obligations, including as a Carrier under the Telecommunications Act, and at the direction of law enforcement agencies, to retain data, and provide data to law enforcement agencies, relating to your Service, your connection, your equipment, and the IP address allocated to and used at your Service.
- 8.2 We or our Suppliers may intercept communications and provide call related information to government or regulatory authorities or law enforcement agencies, to the extent required by law to do so, and may (but are not obliged to) monitor the usage of your Service and communications sent over it for compliance with this CSA to protect our network, those of our Suppliers and other users.
- 8.3 We or our Suppliers may, for purposes including security, conduct penetrating testing, and in preparation for broader compliance obligations, conduct activities such as: scan, test, access and conduct work on your network connection, equipment or IP address range allocated to your Service.
- 8.4 In order to comply with relevant laws, codes, court orders, or directions from regulated authorities, we may have to report on service usage in relation to your Service.

9. Our Liabilities

Consumer Guarantees

- 9.1 You have rights under consumer protection laws including the Australian Consumer Law and any applicable Consumer Guarantees. Any limitation of our liability in this clause is subject to your rights under those laws.

Limited warranty of quality of installation of equipment at your Premises

- 9.2 We warrant that any work conducted at your Premises:
- (a) will be carried out with due care and skill, and
 - (b) will, for a period of 12 months after the work is conducted, be free from defects and otherwise fit for purpose described in the CSA or in the CIS for your Service.

Interruption to your Service

- 9.3 In the case of interruptions to your Service, we may offer you a refund or rebate for the period of the interruption. Any refund or rebate does not apply to interruptions, which occur because of:
- (a) a cancellation, suspension or restriction to the supply of your Service in any of the circumstances listed in clause 7 above;
 - (b) a fault which may reasonably be attributed directly or indirectly to your equipment;
 - (c) scheduled maintenance of our network or equipment, or your equipment.

Limitation of liability - under the Australian Consumer Law

- 9.4 Where we are not permitted to exclude liability for any Loss in connection with a breach of the Australian Consumer Law or a Consumer Guarantee, but are permitted to limit liability for such a breach, then, unless you are able to establish that it is not fair and reasonable for us to do so, our liability to you:
- (a) if the breach relates to equipment, is limited to the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or
 - (b) if the breach relates to the supply of your Service, is limited to resupplying your Service or payment of the cost of having your Service resupplied by another provider.
- 9.5 If there is a major failure of your Service, you are entitled to:
- (a) cancel your Service; and
 - (b) choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable Loss from a failure in the goods or service.

- 9.6 In order for you to claim a guarantee under the Australian Consumer Law in relation to goods or services supplied by us:
- (a) the defect must occur within the period of 12 months from the date of purchase of the goods or provision of the services; and
 - (b) you should promptly contact our Customer Service team by using the "Get in Touch" methods listed on our Website.

Limitation of liability - generally

- 9.7 Where we are permitted to exclude and or limit liability for any Loss, our aggregate liability, arising out of or in connection with our performance or non-performance under the CSA, shall be limited to the extent permissible by law to 5 times the monthly fee payable by you under this CSA or \$1,000 whichever is the lesser sum.
- 9.8 The limitation of liability in the previous clause does not apply to personal injury (including illness and disability) or death, or to Loss of tangible property.

9.9 Except for liability which we expressly accept under this clause, and any liability we have under the consumer protection laws that cannot be excluded, we exclude all other liability to you.

Contributory Liability

9.10 Our liability for any Loss suffered or incurred by you shall be reduced to the extent that you or a party under your control caused or contributed to that Loss.

Consequential Loss

9.11 We exclude any liability to you for Consequential Loss suffered or incurred by you, except to the extent that you are entitled to recover your reasonably foreseeable loss under the Australian Consumer Law.

Force Majeure

9.12 We shall not be liable for failing to comply with any of our obligations under this CSA if a Force Majeure Event occurs which prevents us from performing those obligations.

10. Your Liabilities

Indemnity

10.1.1 You must pay us for any Loss (but excluding any Consequential Loss) (**Losses**) we suffer or incur relating to:

- (a) the use (or attempted use) of your Service;
- (b) recovery of any Charges due and outstanding in relation to your Service;
- (c) the suspension or disconnection of your Service (including in relation to any third-party claim relating to our suspension or cancellation of your Service);
- (d) equipment used in connection with your Service, arising out of your (or any person acting with your express or implied authority) breach of this CSA or negligent acts or omissions, other than to the extent that any negligent act or omission of ours has caused or contributed to such Losses.

11. Privacy, IPND and Public Addressing Identifiers

Privacy

11.1 We will handle your personal information in line with our [Privacy Policy](#).

Integrated Public Number Database

11.2 The Integrated Public Number Database (**IPND**) is a collection of information – including telephone numbers, names, and addresses - about all telephone services in Australia. Information about every phone service in Australia (fixed, mobile, and others) is stored in the IPND. We must, as a mandatory requirement of holding a Carrier licence, provide accurate data to the IPND. Access to the information contained in the IPND is regulated strictly by legislation including the *Privacy Act 1988* (Cth).

11.3 IPND data is used for the following:

- (a) Emergency Services (for example, when you dial 000);
- (b) directory publishers for public numbers (not for unlisted numbers); and
- (c) location dependent services such as law enforcement agencies.

11.4 The IPND stores the following information:

- (a) your name;
- (b) your telephone number;
- (c) your address; and
- (d) your nominated preference for a publicly listed, suppressed or unlisted telephone number.

11.5 You expressly acknowledge and agree that:

- (a) we will provide to the IPND information about you as required to do so by any government regulatory authority; and
- (b) you will, to ensure that the data provided to the IPND about you is correct, regularly ensure that the information you have provided to us about you is correct, and where necessary you will update that information by contacting our Customer Service team.

IP Addresses

11.6 Where you receive public address space (IP Addresses) as part of your Service, you must comply with the relevant Australian regulatory body that administers the address space you have been supplied with.

11.7 You also acknowledge that we do not control IP Addresses allocation, are not liable to you if the regulatory body requires that we change, withdraw, suspend or reallocate any IP Addresses. Upon cancellation of your Service your rights to use allocate IP Addresses will stop.

12. General & Administrative Provisions

Assignment, novation or transfer

12.1 You must not assign or sub-licence your interest in this CSA without our prior written consent (which we may withhold in our absolute discretion).

12.2 Other than to a Related Body Corporate or in connection with any corporate re-organisation, business sale, acquisition, debt collection or in connection with any laws or regulations applicable to us (**Permitted Assign**), we will not assign, novate or transfer its rights and or obligations pursuant to this CSA without your prior written consent. In connection with any Permitted Assign, we will provide written notice to you of such assignment, novation or transfer.

Entire agreement and no implied terms

12.3 This CSA constitutes the whole agreement between us and you about the matters it deals with, in particular your Service.

12.4 This CSA supersedes any prior agreements, undertakings or representations between us and you.

12.5 Terms which are implied by mandatory operation of law are not excluded and are included in this CSA.

Notice

12.6 Notice shall be effective if the notice is in writing and is delivered to the other party.

12.7 Notice can be delivered to a party:

- (a) personally;

- (b) by registered post to the party's last known place of business or residence or registered office. Notice by post is deemed to be received at the time at which the letter would be delivered in the ordinary course of post;
- (c) by email transmission to the party's last known email address. Notice by email is deemed to be received when the sending computer confirms that the email containing the notice has been received; or
- (d) as otherwise permitted by law.

12.8 In the event that you are constituted by more than one party, then a notice delivered to one is effective notice to all.

Governing law and jurisdiction

12.9 The laws applicable in Victoria and the Commonwealth of Australia govern this CSA Agreement.

12.10 Subject to the Telecommunications Act and any ancillary legislation, which is not excluded, each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria in connection with matters concerning this CSA or the transactions contemplated by it.

Severability

12.11 Any provision of this CSA that is determined by a tribunal of competent jurisdiction to be prohibited or unenforceable shall be ineffective in respect of that jurisdiction to the extent of the prohibition or unenforceability.

12.12 A finding that any provision is prohibited, unenforceable and that the provision is ineffective in any jurisdiction, shall not invalidate nor affect the enforceability of the other provisions of this CSA.

13. Definitions and Interpretation

Definitions

13.1 In our CRA:

- (a) **Application** or **Services Application** has the meaning given to it in clause 2.1
- (b) **Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010.
- (c) **Billing Policy** means the billing policy located in the "Legal" section of our Website.
- (d) **Business Day** means a day that is not a Saturday, Sunday, or gazetted public holiday in the capital city of the State or Territory of Australia in which the Service is provided.
- (e) **Cancellation Fee** means a fee described in the CIS as an 'Early Termination Charge' or 'ETF' payable by you if you cancel your Service before the end of its fixed Contract Term.
- (f) **Carriage Service Provider** has the meaning given by section 87 of the Telecommunications Act 1997 (Cth).
- (g) **Carrier** means the holder of a carrier licence in accordance with section 56 of the Telecommunications Act (Cth).
- (h) **Charges** means the charges and fees for the Services or equipment set out in your Application;
- (i) **CIS** or **Critical Information Summary** means the document which sets out detailed information about your Service which is available from our Website.
- (j) **Consumer Guarantee** has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.
- (k) **Consequential Loss** means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment, loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive, or exemplary loss or damages and includes any penalties or fines imposed by any government or regulatory authority.

- (l) **Contract Term** means the minimum contract term specified in your Application, which commences on the start date of the Services, or, if no minimum contract term is specified in the Application or our CSA, then there will be no minimum contract term.
- (m) **CSA or Customer Service Agreement** means this Customer Service Agreement, inclusive of the documents identified in clause 1.2.
- (n) **Fair Use Policy** means the document located in the “Legal” section of our Website.
- (o) **Force Majeure Event** means any event outside of our reasonable control, and may include a failure or fluctuation in any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, damage or severing of cables or other infrastructure, fire, storm, flood, wind, earthquake, accident, war, labour dispute, materials or labour shortage, the change or introduction of any law or regulation (including the Telecommunications Act or any other telecommunications legislation) or an act or omission, failure or delay of any third Party or any failure of any equipment owned or operated by any third Party (including any government or regulatory authority or Supplier).
- (p) **Loss** means loss, damage or cost, including reasonable legal costs.
- (q) **Premises** means the location(s) to which we supply the Service.
- (r) **Privacy Policy** means our privacy policy available in the “Legal” section of our Website.
- (s) **Related Body Corporate** has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth).
- (t) **Service** means the internet or phone service which you have applied for in your Application.
- (u) **Service Terms** means the document located in the “Legal” section of our Website describing the Service and setting out specific terms and conditions for the Service.
- (v) **Supplier** means any supplier of goods or services (including interconnection services) that may be used directly or indirectly by us to supply the Services.
- (w) **Telecommunications Act** means the Telecommunications Act 1997 (Cth).
- (x) **Website** means the website of the NATAN PTY LTD entity named on your Application.
- (y) **You** or your means the customer who makes the Application, and where two or more persons have applied, means those persons individually and every two or more of them jointly.

13.2 Unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect meaning;
- (b) a reference to a party, if that Party is constituted by more than one party, means each party jointly and severally;
- (c) a reference to a person includes a corporation or partnership, as the case may be, and vice versa;
- (d) a reference to a person includes the person’s executors, administrators, successors, permitted substitutes and permitted assigns;
- (e) if a provision of this CSA would be unenforceable, then the provision shall be read down or struck out to avoid that result;
- (f) a reference to a statute includes the statute as amended, any substituted statute and any sub-ordinate legislation under the statute;
- (g) should a body institute association or government authority referred to in this CSA cease to exist, then the CSA must be read as referring to such body or association as then serves substantially the same objects as that body or association;
- (h) a reference to a right or obligation of any two or more persons confers that right or imposes that obligation (as appropriate) jointly and severally; and
- (i) nothing in this CSA is to be interpreted to the disadvantage of a party because the party was responsible for the preparation of this CSA.