

Nous House

Membership Terms and Conditions

Last updated 21 September 2016

1 Benefits of Membership

1.1 Subject to the terms of this Agreement, Nous House will provide each Member with the following services (***the Services***) during the term of this Agreement:

- (a) access to the office or workstation specified in the Membership Application (although occasionally we may need to allocate different space, but we will try to agree these with you in advance);
- (b) outside of your Home State, subject to availability and only during Business Hours, reasonable non-exclusive access to and use of hot desks in Nous House Premises across the Australian Eastern Seaboard;
- (c) subject to availability, reasonable non-exclusive access to and use of meeting facilities in the Nous House Premises (more extensive venue hire will be at an additional cost);
- (d) regular maintenance of the Nous House Premises which you use, provided that we will not be responsible for damage caused by you or your Personnel exceeding normal wear and tear;
- (e) furnishings for the Nous House Premises which you use of the quality and in the quantity typically provided to office space or work station members;
- (f) reasonable access to and use within the Nous House Premises of:
 - (i) a shared internet connection;
 - (ii) multi-function printer/scanner/copiers;
 - (iii) kitchen facilities (including coffee, tea and fruit);
 - (iv) newspapers;
 - (v) end of trip facilities (showers, lockers); and
 - (vi) air-conditioning and heating during Business Hours.

1.2 The Client agrees that:

- (a) the administrators of Nous House will continue to have access to your office or workstation (although we will seek to limit the extent to which we need to access your space)
- (b) access to the Services will only be available outside of Business Hours for full-time Members who have been granted security passes to the relevant Nous House Premises (or otherwise where an agreement has been reached in advance)
- (c) this list of benefits may vary and not all benefits are guaranteed to be available at all times during the term of the Agreement. We may modify or reduce the list of services provided at any time with prior notice. The services may be provided by us, an affiliate or a third party; and
- (d) Nous reserves the right to temporarily move furniture contained in the office space, and to temporarily move or alter your office space, to the extent necessary for the overall operations of Nous House. We will consult with you if any permanent change is required.

2 Term of your Membership

2.1 Term of this Agreement

This Agreement will commence on the last to occur of the following:

- (a) the date on which it has been signed by both parties and Nous has received payment of the security deposit from you;
- (b) the date specified as the 'preferred start date' in the Membership Application; and
- (c) the date on which we are able to make the space available for use by You (acting reasonably) (**Commencement Date**).

Either party may terminate this Agreement by immediate notice in writing on the expiry of the period specified in the Membership Application.

2.2 Individual Memberships

- (a) Each Member's membership will commence on the later of the Commencement Date and the date that we accept your request to add such individual to your Member List.
- (b) Each Member's membership will terminate on the earlier of the expiry or earlier termination of this Agreement, our receipt of notice from you to remove a Member from your Member List.

2.3 Change or termination by you

You may change your membership (subject to availability) or terminate this Agreement at any time by providing us with notice in writing. The change or termination will take effect at the end of the calendar month subsequent to the month in which you have provided notice (ie, if you provide notice on 5 March, then the term will end on 30 April). We may require you to pay a reasonable break free if you terminate your agreement prior to the expiry of the term set out in your Membership Application.

2.4 Termination by us

We may terminate or suspend this Agreement, or the membership of any individual Members, with immediate effect by giving you or the relevant Member written notice if:

- (a) you are in default of payment for any member fees;
- (b) you are in breach of any one or more of these terms and conditions, provided that where the breach is capable of being remedied we have given you written notice of the breach, given you no less than 7 days to remedy the breach and you have failed to remedy the breach within the notice period;
- (c) your conduct, or the conduct any individual Members, is incompatible with your membership and the values to which we ascribe;
- (d) the nature of your business changes substantially;
- (e) our rights to the relevant Nous House Premises terminate or are otherwise limited.

We may otherwise terminate this Agreement, or the membership of any individual Members, for convenience by giving you one month's prior written notice.

2.5 Following Termination

- (a) **(No access)** When this Agreement (or an individual Member's membership) terminates, you (or the relevant Member) cease to be entitled to benefits of the membership and must vacate the Nous House Premises. On or before the termination of this Agreement, you (or the relevant Member) must return all keys, swipe cards and other property belong to us. A replacement fee will be charged for any items that are not returned within 24 hours after the termination of this Agreement.
- (b) **(Removal of property)** Prior to the termination of this Agreement, or if this Agreement is terminated by us without giving prior notice then immediately on termination, you must remove all of your and your Personnel's property from the Nous House Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining

in or on the office space after the termination of this Agreement without any obligation to store such property, and to the extent permissible by law, you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by us regarding such removal.

- (c) **(Condition of premises)** When you vacate the Nous House Premises, you must leave your office or workstation and the adjacent area clean and free of any rubbish and in the same condition as it was in when you took possession (fair wear and tear excluded). We reserve the right to charge you for any repairs required to restore your office or workstation and the adjacent area to the condition it was in when you took possession (fair wear and tear excluded).
- (d) **(No forwarding of mail)** Following the termination of this agreement, we will not forward or hold mail or other packages delivered to us.
- (e) **(Rights unaffected)** The termination of the Contract for any reason does not affect the rights of a Party in relation to a breach of the Contract by the other Party before the termination.
- (f) **(Provisions surviving termination)** This clause 2.5 (Following Termination), clause 4 (Relationship with Nous) and clause 7 (Limitation of our liability to you) survive the termination of this agreement.

3 Membership Fees

3.1 Security Deposit

- (a) A security deposit equal to the amount set out in the Membership Application (**Security Deposit**) will be held by Nous at all times during the term of the Agreement. The Security Deposit is not intended to be a reserve from which fees may be paid. If Nous deducts an amount from the Security Deposit in accordance with paragraph (b), the Client must promptly pay Nous in order to ensure that the Security Deposit held by Nous continues to be equal to the amount set out in the Membership Agreement.
- (b) Nous may deduct from the Security Deposit any amounts owed to Nous for arrears of the membership fees, charges and other amounts due under or in connection with this Agreement or in respect of which Nous has a bona fide claim.
- (c) Nous will return the remaining Security Deposit (without interest) to the Client within 10 Business Days after the Client has vacated the Nous House Premises and performed its obligations under clause 2.5 (Following Termination).

3.2 Payment for the Services

- (a) During the term of this Agreement, the Client must pay Nous the monthly fee (as specified in the Membership Application) on a monthly basis, two weeks in advance, two weeks in arrears.
- (b) The monthly fee will be payable on a specified calendar day each month (to be specified by Nous in its absolute discretion).
- (c) The Client agrees to make all payments due under or in connection with this Agreement by credit card through the online payment system accessed through the Nous House website or, to the extent that it is offered by Nous, through direct debit.
- (d) The monthly fee (and any other fee payable in connection with this Agreement) may be subject to review from time to time. Nous will provide you with no less than two months' written notice of any increase. In the case of dedicated "offices", we will not amend the fee within the initial term set out on your Membership Agreement.
- (e) Nous will issue a tax invoice for all payments due under this Agreement. Unless otherwise stated, all amounts, including out of pocket expenses, expressed and described on or in connection with this Agreement are GST exclusive. If GST is imposed on a supply made under this Agreement, the amount the Client must pay is increased by the amount of that GST.

- (f) If either the Client or Nous proves an error in any money charged, the parties must correct it and make any necessary adjustment in the next monthly payment (or immediately if the Agreement has terminated).
- (g) If the Client is late in making any payment under or in connection with this Agreement, the Client will be liable to pay interest equal to 10% per annum commencing on the date on which the payment was due until the date on which the payment is made.
- (h) If any direct debit fails, we reserve the right to charge you a reasonable administrative fee.
- (i) Monthly fees paid shall not be refundable in any circumstances except due to our breach of this Agreement or our negligence.
- (j) If you use more services than are provided for in your Membership Application, unless we have agreed otherwise in writing, we reserve the right to charge you a reasonable fee for those additional services.

4 Your Use of the Nous House Premises

4.1 Compliance by all Personnel

You must ensure that all of your Personnel for whom you provide site access comply with these terms and conditions.

4.2 Rules for use of the Nous House Premises

- (a) The Client acknowledges and agrees that:
 - (i) all keys, swipe cards and other items used to gain physical access to the building remain the property of Nous;
 - (ii) Nous may disclose information about the Client or its Members as necessary to satisfy any applicable law, regulation, legal process or government request.
- (b) The Client must, and must ensure that its Personnel:
 - (i) maintain the security of all keys, swipe cards and other items used to gain physical access to the building (and not make any copies, or lend, share or transfer any keys or keycards to any person other than the Member to whom they were provided by Nous);
 - (ii) conduct its business in a legitimate and professional manner;
 - (iii) obey all laws in connection with its use of the Nous House Premises; and
 - (iv) comply with all other reasonable requirements which we may impose from time to time.
- (c) The Client must not, and must ensure that its Personnel do not:
 - (i) use the Services to conduct or pursue any illegal activities or any activities that are generally regarded as offensive or which are contrary to the values of Nous;
 - (ii) do anything that is or may be dangerous, annoying or offensive or that may interfere with other occupiers of the Nous Premises or the building in which it is located;
 - (iii) do anything which might unreasonably directly or indirectly interfere with the work of other occupiers of the Nous Premises;
 - (iv) attach or affix any items to the walls or make any other alterations to the Nous House Premises or any property within the Nous House Premises;
 - (v) bring any additional furniture into the Nous House Premises without our prior written consent;
 - (vi) use the Nous House Premises for frequent visits by any members of the public;
 - (vii) use the common spaces at the Nous House Premises for continuous, everyday work;
 - (viii) allow any guests to enter the building without registering such guests according to the Nous policies; or

- (ix) use the name “Nous”, “Nous Group” or “Nous House” or any of their logos, or any photos or illustrations of the Nous Premises without the prior written consent of Nous.

4.3 Equipment

You may not bring any equipment onto the Nous House Premises without our consent (and you acknowledge that we will not provide this consent in respect of any networking equipment).

It is your responsibility to check that any equipment you bring onto the Nous House Premises is not faulty and is not a safety or security risk to other members. We reserve the right to inspect and test any equipment you bring onto the Nous House Premises. We may prevent you from using, or require the removal of, any equipment that we deem in our absolute discretion to be unsafe, a security risk or a nuisance to other members.

5 Relationship with Nous

5.1 No consulting advice

The Client acknowledges that this Agreement does not entitle the Client to receive any consulting advice from Nous.

5.2 Receipt of confidential information and access to Nous' Personnel and Nous Clients

During the course of the Agreement, the Client may:

- (a) have access to Nous' commercially sensitive information and material, including information that is not in the public domain, information that is confidential by nature, information that is stipulated as confidential and any other information that would reasonably be considered to be confidential (**Confidential Information**);
- (b) have contact with and access to Nous' Personnel
- (c) have contact with and access to Nous' clients and prospective clients (**Nous Clients**).

5.3 Confidentiality

- (a) The Client must not use or disclose any Confidential Information to any third party, including its Personnel, without the prior consent of Nous.
- (b) If the Client or any of its Personnel uses or discloses any Confidential Information to a third party without prior consent of Nous:
 - (i) the Client will notify Nous as soon as practicable; and
 - (ii) the Client is liable for any damage suffered by Nous as a consequence of the use or disclosure.
- (c) Notwithstanding the above, the Client may disclose Confidential Information:
 - (i) to a professional adviser for it to provide advice in relation to matters arising under or in connection with this Agreement (provided that the disclosure is limited to the extent necessary for the provision of that advice and that the recipient of the disclosure agrees to maintain the confidentiality of the Confidential Information);
 - (ii) to the extent required by applicable law or regulation; or
 - (iii) to the extent that the Confidential Information is already in the public domain at no fault of the Client.

5.4 No Solicitation of Nous' Personnel

The Client will not during or after this Agreement during the Personnel Restraint Period, either directly or indirectly, without written consent from Nous:

- (a) employ, canvas, solicit, entice or engage any of Nous' Personnel to terminate their employment with Nous; or
- (b) employ, engage, retain or sources any of Nous' Personnel for any services that are of a competitive nature to Nous' businesses.

Personnel Restraint Period means 12 months, but:

- (c) if it is determined that 12 months is unreasonable, the restraint will last for a period of 9 months;
- (d) if it is determined that 9 months is unreasonable, the restraint will last for a period of 6 months; and
- (e) if it is determined that 6 months is unreasonable, the restraint will last for a period of 3 months.

5.5 **No Solicitation of Nous Clients**

The Client will not during or after this Agreement during the Client Restraint Period, either directly or indirectly, without written consent from Nous:

- (a) canvas, solicit, entice or engage any of Nous' clients, or prospective clients who Nous has attempted to retain or in the process of engaging (***the Clients***) in connection with any services which are in any way competitive with the services provided (or sought to be provided by) Nous; or
- (b) directly or indirectly interfere with or engage, procure, endeavour to entice away, aid, abet or counsel any of the Clients for any services which are of a competitive nature to Nous' business.

Client Restraint Period means 12 months, but:

- (c) if it is determined that 12 months is unreasonable, the restraint will last for a period of 9 months;
- (d) if it is determined that 9 months is unreasonable, the restraint will last for a period of 6 months; and
- (e) if it is determined that 6 months is unreasonable, the restraint will last for a period of 3 months.

5.6 **Agreement that restraints are reasonable**

The Client agrees that the restraints contained in this clause are reasonably necessary to protect Nous' business interests and the Client acknowledges that this clause is fair and reasonable under the circumstances.

6 Your insurance obligations and liability to us

6.1 **Your insurance obligations**

During the term of this Agreement, the Client must effect and maintain:

- (a) a public risk insurance covering injury to person and loss of or damage to real or personal property, for an amount of not less than \$20 million, in respect of the use of the relevant Nous House Premises; and
- (b) workers' compensation insurance policy as required by law.

The Client acknowledges that this clause 6.1 is a requirement of Nous' landlord.

The Client must comply with all the terms of the insurance policies taken out under this clause and must provide a copy of such policies (including a valid certificate of currency) to Nous on request.

6.2 **Your liability to us**

The Client indemnifies Nous and its Personnel, and will keep all of them indemnified, against all actions, claims, charges, costs (including legal costs on a full indemnity basis), expenses, losses, damages and other liability that they may sustain or incur, directly or indirectly, as a result or as a consequence of:

- (a) a breach by the Client of this Agreement;
- (b) any negligent, unlawful, wilful or fraudulent act or omission of the Client or its Personnel in connection with this agreement; and

- (c) any loss of or damage to any property or injury to or death of any person caused by any negligent or fraudulent act or omission or wilful misconduct of the Client or its Personnel.

In the event of any loss or damage to the Nous Premises or property on the Nous Premises caused by the Client or its Personnel, the Client must promptly replace or repair the lost, damaged or destroyed premises or property.

7 Our liability to you

7.1 General limitation of liability

- (a) To the extent that Client acquires goods or services from Nous as a consumer within the meaning of the Australian Consumer Law, Client may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement.
- (b) Nothing in this clause 7 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute, where to do so would:
 - (i) contravene that statute; or
 - (ii) cause any term of this Agreement to be void,**(Non-excludable Obligation).**
- (c) Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded under this agreement.
- (d) Except in relation to Non-excludable Obligations, Nous's liability to the Client arising directly or indirectly under or in connection with this Agreement or the performance or non-performance of this Agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited as follows:
 - (i) Nous excludes all liability for loss of revenue, loss of profit, loss of or damage to reputation, loss of anticipated savings or benefits, or any indirect, consequential or special loss, damage, cost or expense or other claims for consequential compensation, incurred by or awarded against Client under or in any way connected with this agreement; and
 - (ii) Nous's total aggregate liability under or in any way connected with this agreement is limited to an amount not exceeding those amounts paid by the Client to Nous under this agreement in the 6 months immediately preceding the date on which the relevant claim arose.
- (e) In relation to Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which Nous's liability is not so limited under this paragraph (e)), Nous's liability to Client for a failure to comply with any Non-excludable Obligation is limited to:
 - (i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - (ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

7.2 Technology assistance

Nous acknowledges that from time to time, the Client may ask Nous or its Personnel to assist it with troubleshooting issues on the Client's computers (including, for example, access to the internet and use of printers). The Client agrees that Nous and its Personnel:

- (a) are not responsible for any damage to the Client or the Client's Personnel's computer or other electronic devices in connection with any such support
- (b) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and
- (c) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

7.3 Force Majeure

Nous is not liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond our reasonable control and which we are unable to overcome by the exercise of reasonable diligence, provided that we use best efforts to resume normal performance as soon as practicable.

7.4 Other Members

The Client acknowledges that Nous and its Personnel do not control and are not responsible for the conduct of other members. If a dispute arises between members or their invitees or guests, Nous and its Personnel shall have no responsibility or obligation to participate, mediate or indemnify any party.

8 Notices

8.1 Any notice under this Agreement must be in legible writing and in English. Notices must be provided as follows:

- (a) in the case of a notice to Nous House:
 - (i) by e-mail to: info@noushouse.co; or
 - (ii) by registered post or letter delivered in person to the Community Manager, in your local Nous House Premises.
- (b) in the case of a notice to the Client, to the last e-mail address or postal address provided by the Client to Nous House.

8.2 Notices will be deemed to have been received by the addressee if the notice was provided:

- (a) by delivery in person, when delivered to the addressee;
- (b) by delivery by registered post, on the second Business Day after the letter was posted;
- (c) by e-mail, on the Business Day after the day on which the notice was sent provided that the sender has not received an automated message to the effect that delivery of the e-mail failed or that the recipient is 'out of office'.

9 Other legal terms

9.1 Our Lease

This Agreement is subject to and subordinate to our lease, and any other agreements, with our landlord in the relevant Nous House Premises.

9.2 Amendment

We may modify these terms and conditions at any time, in our sole discretion. We must provide with you no less than 30 days' notice of any substantial changes to these Terms and Conditions. Your continued use of the Nous House Premises will constitute your agreement to any changes.

9.3 Nature of this Agreement

Notwithstanding anything in this Agreement to the contrary, the parties agree that their relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed to grant the Client or its Personnel any title, easement, lien, possession or related rights in Nous, the Nous

Premises or any part of them, or anything contained in the Nous Premises. This Agreement creates no tenancy interest, leasehold estate or other real property interest. The Client cannot exclude Nous from any parts of the Nous House Premises. This Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture. Neither party will in any way misrepresent this relationship.

9.4 **Entire agreement**

This Agreement comprises the entire agreement between the Parties and supersedes any prior understandings, representations or agreements.

9.5 **Waiver**

A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

9.6 **Severability**

If the whole or any part of a provision of the Contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This sub-clause has no effect if the severance alters the basic nature of the Contract.

9.7 **Counterparts**

The Contract may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.

9.8 **Assignment**

The Client must not assign (including transfer or otherwise dispose of or cease to own) the whole or any part of the Contract or any benefit or interest in or under the Contract without Nous' prior written consent. Nous may at any time assign (including by way of novation) to any third party the whole or any part of the Contract or any benefit or interest in or under the Contract provided that the proposed assignee is financially capable of performing the obligations of Nous under the Contract.

9.9 **Governing law**

These terms and conditions are governed by the laws of the Home State. The parties submit to the non-exclusive jurisdiction of the court exercising jurisdiction there in connection with all matters concerning these terms and conditions.

9.10 **Disputes**

The parties must endeavour to settle any dispute in connection with the contract by negotiation of the chief executive officers (or equivalent) of each party.

If the chief executive officers are unable to resolve the dispute within 14 days of the matter being referred to them, the parties agree to refer the matter to mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the Chair of Resolution Institute (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, email: infoaus@resolution.institute) or the Chair's designated representative. The Resolution Institute Mediation Rules shall apply to the mediation.

It is a condition precedent to the right of either party to commence litigation other than for interlocutory relief that it has first referred the dispute to the chief executives of either party and that it has offered to submit the dispute to mediation.

10 Definitions and Interpretation

10.1 In this Agreement, the following definitions apply:

- (a) **Agreement** means the membership agreement between the Client and Nous Group Pty Ltd comprising the Membership Application and these Terms and Conditions (as may be updated from time to time).
- (b) **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time.
- (c) **Business Day** means any day excluding Saturday, Sunday, a public holiday in the Home State or 27, 28, 29, 30 or 31 December.
- (d) **Business Hours** means 8am to 6pm on a day in which the relevant Nous House Premises is usually open for business (except in respect of Christmas Eve, in which case it shall mean 9am to 1pm).
- (e) **Guest** means a person who is not a member that the Client invites, or allows, to enter the Nous House Premises (including, for example, another employee, a client, a consultant or an associate).
- (f) **Home State** means the State of the Nous House selected in the "Your Membership" section or, if more than one is specified, then Victoria.
- (g) **Member** means a person who is included as a current member on your Member List.
- (h) **Member List** means the list of Members included in your Membership Application, as amended in accordance with clause 2.
- (i) **Nous** means Nous Group Pty Ltd (ABN 66 086 210 344).
- (j) **Nous Group** means the consulting and executive leadership business owned by Nous trading under the name "Nous Group".
- (k) **Nous House** means the co-working space business owned by Nous and trading under the name "Nous House".
- (l) **Nous House Premises** means any Nous Premises operated as "Nous House" and any space which is shared between Nous House and Nous Group.
- (m) **Nous Premises** means any premises of Nous.
- (n) **Personnel** means, in relation to a party, its employees, servants, contractors and agents and in the case of the Client, includes any of its Guests.

10.2 Except where the context requires otherwise and unless the context indicates a contrary intention:

- (a) a reference to 'we', 'us', 'our' or 'ours' is a reference to Nous;
- (b) a reference to 'you', 'your' or 'yours' is a reference to the Client;
- (c) provisions including the word 'agree', 'agreed' or 'agreement' require the agreement to be recorded in writing;
- (d) 'written' or 'in writing' means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) references to a person include an individual, firm or a body, whether incorporated or unincorporated;
- (f) clause headings are for references only and shall not form part of this Agreement nor used in the interpretation of this Agreement;
- (g) if the time of doing an act or thing under this Agreement falls on a day which is not a Business Day, then the time of doing that act or thing shall be deemed to be the next Business Day;
- (h) words in the singular include the plural and vice versa in accordance with the context of which that word is used;

- (i) words importing a gender include other genders;
- (j) a reference to a clause is a reference to a clause in this Agreement;
- (k) a reference to any of the words 'include', 'includes' and 'including' is to be read as if followed by the words "without limitation";
- (l) a reference to a statute, ordinance, code or law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (m) a reference to any party include that party's executors, administrators, substitutes, successors and permitted assigns; and
- (n) each party has participated in the negotiating and drafting of this document and in the event of ambiguity or a question of interpretation arising, this Agreement is to be construed as if the Agreement was drafted jointly.