

### Statement of Right to Cancel

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

#### How to cancel

If you want to cancel this contract you must give written notice to us.

You must also return to us any advance and any other property received by you under the contract.

#### Time Limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 9 working days after they were posted.

Saturdays, Sundays, and national public holidays observed in New Zealand are not counted as working days.

#### What you may have to pay if you cancel

If you cancel the contract we can charge you:

(a) the amount of any reasonable expenses we had to pay in connection with the contract and its cancellation (including fees and fees for credit reports, etc.); and

(b) interest for the period from the day you received the advance until the day you repay the advance.

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that we are being unreasonable in any way, you should seek legal advice immediately.

#### What to do if you suffer unforeseen hardship

If you are unable to reasonably to keep up your payments or meet your other obligations under the contract because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us for a hardship variation.

To apply for a hardship variation, you need to:

(a) make an application in writing; and

(b) specify your reason(s) for the application; and

(c) request one of the following:

i) an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or

ii) a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or

iii) both of the above; and

(d) give the application to us.

Unfortunately given the nature of premium funding, we are unable to extend the term of your contract beyond the expiry of your Funded Policies. However, please contact us and let us know if an extension of the term to match the term of your Funded Policies, a postponement of the payment dates and/or any other change to your contract that would help with your unforeseen hardship, as we will happily consider any other changes to assist you as well as the statutory ones.

#### Other disclosure information

##### Subsequent advances

On the day we notify you that your Premium Loan has been approved, we will agree to advance your Premium Loan to the relevant Insurer or Broker (on their payment terms) to pay the premium amount (and any related charges) for each Funded Policy set out in the "Funded Policies, Security and Other Charges" section of the Premium Funding Details. For the purposes of your initial disclosure, we assume that we notify you that your Premium Loan is approved on or before the inception date of your Funded Policies.

##### Interest

Interest is charged on your Premium Loan monthly. Interest is calculated by multiplying the daily unpaid balance at the end of each day by the daily interest rate. The daily interest rate is the Annual Interest Rate divided by 365.

##### Default Interest

Default interest is payable on any Secured Money which is not paid on its due date. Default interest is calculated by multiplying the daily overdue amount at the end of each day by the daily default interest rate. The daily default interest rate is the default interest rate (set out in the "Loan Details") divided by 365. Further details relating to default interest are in clause 8 of the Conditions.

##### Continuing disclosure

Continuing disclosure will be provided on a six-monthly basis.

##### Disputes resolution scheme

Our disputes resolution scheme is Financial Services Complaints Limited (FSCL). To contact FSCL, write to: Financial Services Complaints Limited, PO Box 5967 Wellington 6140, email [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz) or call 0800 347 257. For more information about our process for disputes, please go to our website [www.iqumulate.com](http://www.iqumulate.com).

## Premium Funding Conditions

### 1. Defined terms

- 1.1. In this document, capitalised words have the meaning given in the Premium Funding Details or as defined below:
- Annual Interest Rate** means the Annual Interest Rate set out in in the "Loan Details" section of the Premium Funding Details, as varied in accordance with clause 5.3 of the Conditions.
- Application Fee** means the Application Fee set out in in the "Loan Details" section of the Premium Funding Details.
- CCCFA** means the Credit Contracts and Consumer Finance Act 2003.
- Default** means a default set out in clause 11.1 of the Conditions.
- Dishonour Fee** means the Dishonour Fee specified in the "Funded Policies, Security and Other Charges" section of the Premium Funding Details, as that fee may be varied from time to time.
- Flat Interest Rate** means the Flat Interest Rate set out in the "Loan Details" section of the Premium Funding Details. The Flat Interest Rate is calculated by expressing the Total Interest Charges as a percentage of the Premium Loan.
- Initial Instalment** means, in respect of a Premium Loan, the Initial Instalment set out in the Premium Funding Details for the Premium Loan.
- Instalments** means, in respect of a Premium Loan, the Initial Instalment and the monthly Subsequent Instalments
- Insurer** means each insurer of a Funded Policy.
- IQPF** means IQumulate Premium Funding Limited (Company Number 4174359). IQPF is the administrator of your Premium Loan, for which we pay them a fee.
- Loan Charges** means, in respect of a Premium Loan, the Total Interest Charges, and Fees and Charges (other than any Fees and Charges you may not actually incur e.g. on early prepayment of the Premium Loan) set out in the Premium Funding Details for the Premium Loan.
- New Premium Loan** means each Premium Loan set out in a New Premium Funding Offer that you accept in accordance with the New Premium Funding Offer.
- New Premium Funding Offer** means a written offer by us to make a New Premium Loan to you.
- PPSA** means the Personal Property Securities Act 1999.
- Premium Funding Agreement** includes, for a New Premium Loan, the terms of that New Premium Loan pursuant to clause 3.2 of the Conditions.
- Premium Funding Details** means, in respect of a Premium Loan, the section at the front of this document titled "Premium Funding Details".
- Premium Loan** means the premium loan set out in the "Loan Details" section of the Premium Funding Details.
- Privacy Policy** means the IQPF Privacy Policy applicable from time to time, available on request and via <https://www.iqumulate.com/privacy-policy/>.
- Refund Proceeds** means any premium refund (whether on cancellation or otherwise) paid or payable in respect of a Funded Policy.
- Secured Money** means all money that you are or may become liable at any time (actually or contingently) to pay to us on any account under or in connection with the Premium Funding Agreement.
- Us or We or IQFS** means IQumulate Funding Services Limited (Company Number 7366116).
- In this document, unless the context requires otherwise, the following words have the same meanings given to them in the CCCFA: electronic communication, electronic form, full prepayment, part prepayment, payment and unpaid balance.

### 2. Direction to pay advance amount

- 2.1. We will provide each Premium Loan by agreeing to pay the amount of the premium (and any related charges) for your Funded Policies to each Insurer or Broker in accordance with clause 2.
- 2.2. You direct us to pay the amount of a Premium Loan to each Insurer or Broker, to satisfy the amount of the relevant premium (and any related charges) under the Funded Policies.
- 2.3. We are not responsible or liable for ensuring how the Insurer or the Broker applies an amount paid under clause 2.

### 3. Accepting this Contract, New Premium Loans and not paying your Initial Instalment

- 3.1. We will not accept your Premium Loan if:
- a Default has occurred; or
  - we have not received the following in a form and substance that is satisfactory to us:
    - evidence that each Insurer has accepted your proposal for the relevant Funded Policies;
    - this document and your direct debit authority form, properly completed and signed by you; and
    - all information, credit checks and documents we have requested (including any internal credit approval) about you or the Funded Policies.We will not be liable to you for any loss associated with any delay in advancing a Premium Loan or failure to accept your request for a Premium Loan due to this clause 3.1 not having been satisfied.
- 3.2. **New Premium Loans:** You may ask us (and if the request is made through the Broker, you acknowledge the Broker has full authority to act as your agent to make such a request) to offer to provide a New Premium Loan. Our decision to offer any New Premium Loan is at our sole discretion. If we agree to offer a New Premium Loan:
- we will provide you with a New Premium Funding Offer for the New Premium Loan; and
  - our funding of the New Premium Loan will be subject to the terms and conditions set out in the New Premium Funding Offer and these Premium Funding Conditions (or any varied Premium Funding Conditions included within a New Premium Funding Offer).
- 3.3. **Consequences of failure to pay Initial Instalment:** If you fail to pay us your Initial Instalment in cleared funds by its due date, we will, to the extent possible, unwind your Premium Loan as if it never existed. If we are able to unwind it, you will not be liable for any amounts under this document and it will be as if this Premium Funding Agreement never existed. As a result, you will need to pay your insurance premiums directly to your Broker or Insurer (as applicable).

### 4. Fees and commissions

- 4.1. You must pay to us all fees for each Premium Loan specified in the Premium Funding Details and other fees notified to you from time to time.
- 4.2. In addition to any other amounts payable in connection with this Premium Funding Agreement, you will also pay us the Dishonour Fee on the date of dishonour if any payment you make is dishonoured by your bank or financial institution.
- 4.3. We may unilaterally vary any fees or charges or introduce a new fee or charge at any time by giving you at least 30 days prior written notice. If you wish to prepay your Premium Loan in full as a result of any changes we make to the fees, please let us know as we will not charge you any loss arising from the prepayment in that situation.
- 4.4. You acknowledge that we may pay commission to the Insurer or Broker in relation to the introduction or arranging of a Premium Loan.

### 5. Interest

- 5.1. Interest accrues from the later of (a) the day we notify you that your Premium Loan has been approved, and (b) the inception date of your Funded Policies, up to (and including) the day on which you repay your Premium Loan in full. Interest is charged on your Premium Loan monthly. Interest is calculated by multiplying the daily unpaid balance at the end of each day by the daily interest rate. The daily interest rate is the Annual Interest Rate divided by 365.
- 5.2. Interest is to be paid as part of the Instalments as set out in the "Loan Details" section of the Premium Funding Details.
- 5.3. If we notify you that your Premium Loan has been approved on a day other than the day we assumed (as described on page [3] of this document), we will adjust the Annual Interest Rate to be the Annual Interest Rate necessary to ensure that the total interest charges disclosed in the "Loan Details" section of the Premium Funding Details do not change.

### 6. Repayment and Prepayment

- 6.1. You must repay the Premium Loan and pay any Loan Charges for the Premium Loan to us by paying the Instalments for the Premium Loan. The Application Fee is to be paid as part of the Initial Instalment. The Instalments have been calculated to repay the Premium Loan and pay all Loan Charges by the Last Instalment Date.
- 6.2. **Initial Instalment:** The Initial Instalment for a Premium Loan is due on the date set out in the Premium Funding Details or, in the case of a New Premium Loan, on the date set out in the New Premium Funding Offer.
- 6.3. **Subsequent Instalments:** Subsequent Instalments are due monthly on the same day of each calendar month, or on the previous business day where an Instalment Date otherwise falls on a non-business day.
- 6.4. **Final Instalment:** You must pay the last Subsequent Instalment for a Premium Loan to us on the Last Instalment Date for the Premium Loan. You must pay any other unpaid Secured Money to us on the Last Instalment Date for the Premium Loan.
- 6.5. **Default Interest:** If any amount payable in respect of the Premium Loan is not paid to us on time in accordance with this Premium Funding Agreement, you will pay default interest in accordance with clause 8 when we ask you to.
- 6.6. **Prepayment:** You may at any time make a full prepayment of the unpaid balance, comprising the sum of the following:
- the unpaid balance at the time of the prepayment; and
  - a fee or charge that does not exceed our loss arising from the prepayment. Our loss arising from the prepayment is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004.
- 6.7. We may, at our discretion, refuse to accept any part prepayment of the unpaid balance.
7. **Payments generally**
- 7.1. All payments to us must be in New Zealand dollars unless we agree otherwise in writing. Payments must be made in full without set-off (i.e. offsetting any amounts we owe you), counterclaim (i.e. reduction for any claim you make against us) or deduction (e.g. on account of tax), except as required by law.
- 7.2. Payments will only be credited to your account when the monies are actually received by us in cleared funds.
- 7.3. We will apply payments received against the Secured Money in the following order:
- Fees and Charges;
  - Interest;
  - Any portion of an Instalment Amount that is due and remains outstanding;
  - Any other amounts that are owing under this Premium Loan Agreement; and
  - Towards the remaining balance of your Premium Loan.
- 7.4. We may, without any demand or prior notice, set off and apply any amount we owe you on any account against any Secured Money, whether or not any of those amounts are immediately payable or are owed alone or with any other person.
- 7.5. You may not (either directly or indirectly) claim, exercise or attempt to exercise a right of set-off or counterclaim against us (whether the right is yours or any other person's) or any other right which might have the effect of reducing the Secured Money.

### 8. Default interest

- 8.1. Any Secured Money which is not paid on its due date will bear default interest calculated on a daily basis at the default interest rate set out in the "Funded Policies, Security and Other Charges" section of the Premium Funding Details until it is paid in full. This is in addition to the interest charges referred to in clause 5.1.
- 8.2. Such interest will:
- accrue on any overdue amount or amounts from and including the day after its due date up to but excluding the date of payment; and
  - be calculated on a daily basis using the actual days elapsed.
- 8.3. If any Secured Money becomes repayable prior to its original due date, we will not charge default interest before its original due date.
- 8.4. You must pay us the default interest on the day we ask you to.

### 9. Security

- 9.1. To secure payment of the Secured Money, you assign and transfer to us, by way of security, all of your right, title and interest in and to:
- each Funded Policy (including the proceeds of any insurance claim);
  - all Refund Proceeds; and
  - all rights, powers and remedies to cancel or enforce any Funded Policy and obtain Refund Proceeds.
- 9.2. This security continues until all of the Secured Money has been paid to us in full. While any Secured Money remains unpaid:
- you may not require us to reassign or transfer anything secured under clause 9.1 (however we will, at your request, reassign and transfer your right, title and interest in and to any Funded Policy where all Secured Money outstanding in respect of the Premium Loan that funded the premium for that Funded Policy has been fully and finally repaid to us and there is no proposal for a New Premium Loan);
  - we may possess the originals of all documents evidencing the Funded Policies; and
  - we may notify each Insurer of this security, and arrange for our name and interest to be noted on Funded Policies and in the Insurer's records.
- 9.3. You must not do (or attempt or agree to do) any of the following without our prior written consent:
- assign, transfer, grant a security interest over or otherwise deal with, any right or power relating to any Refund Proceeds or Funded Policies;
  - cancel, terminate or vary any Funded Policy or make or settle any claim under any Funded Policy; or
  - do or allow anything to be done which might prejudice our security over or collection of, any Refund Proceeds, or reduce the amount payable in respect of any Refund Proceeds.

### 10. Further assurances

- 10.1. If we so request, you agree that you will, at your cost, sign or cause to be done anything necessary to perfect, preserve, protect or otherwise give full effect (including anything required under the PPSA and related regulations) to any security interest created under this Premium Funding Agreement, including registering such security interest and complying with any requisition raised by any authority.

- 10.2. If we so request, you must notify all such persons of our security over the Funded Policy and the Refund Proceeds and obtain all necessary consents and releases from them to:
- perfect the assignment and payment to us of any Refund Proceeds; and
  - give first ranking priority to our security interest in the Funded Policy and the Refund Proceeds.
- 10.3. You must notify each Insurer of our interests and rights in respect of the Refund Proceeds, and that you irrevocably:
- authorise the Insurer to cancel the Funded Policies identified in a notice of cancellation issued by us to the Insurer and to pay to us all sums representing Refund Proceeds for such cancelled policies; and
  - direct the Insurer, any Broker and any other person holding Refund Proceeds to pay all amounts representing Refund Proceeds to us or as we direct.
- 10.4. You acknowledge that we have the right to register the security granted under clause 9.1. You agree to provide all necessary assistance, and sign and do anything we reasonably require, to perfect any such registration.
- 11. Default**
- 11.1. A Default will occur if:
- a claim arises under any Funded Policy and you fail to meet the Insurer's requirements on time, or any Funded Policy is cancelled, invalid or otherwise void;
  - there is a claim for a total or substantial loss of the property that is insured under a Funded Policy;
  - you fail to pay any Secured Money when due and in the manner required or breach any of your obligations, representations or warranties under the Premium Funding Agreement in any material respect;
  - you are unable to pay your debts as and when they fall due or are otherwise insolvent; and/or
  - a receiver, administrator or trustee in bankruptcy is appointed to you or to any of your assets.
- 11.2. If a Default occurs, we may do one or more of the following:
- declare that the Secured Money is immediately due and payable, in which case you must immediately pay the Secured Money to us;
  - cancel or otherwise deal with any Funded Policy, Refund Proceeds and your rights to those things, as we see fit;
  - terminate our obligations under the Premium Funding Agreement; and
  - exercise and enforce our rights under the Premium Funding Agreement and at law.
- 11.3. If a Default occurs, you must pay or reimburse us on demand any enforcement expenses reasonably incurred by us (including expenses reasonably incurred by the use of our staff and facilities).
- 12. Representations and warranties**
- 12.1. You represent and warrant to us that while there is any Secured Money outstanding:
- no other person has or will have any interest in any Funded Policy or any Refund Proceeds;
  - you have obtained all necessary consents and releases, and complied with all internal procedures to enter into and perform this document.
- 12.2. You acknowledge that we rely on your representations and warranties in order to provide the Premium Loans.
- 13. Appointment of agent**
- 13.1. You irrevocably appoint us and each of our officers and employees whose title includes 'chief', 'head of', 'director', 'manager' or 'executive' from time to time separately as your agent under this Premium Funding Agreement for the purposes of the following, and we accept such appointment:
- comply with your obligations under this Premium Funding Agreement;
  - do everything which, in our reasonable opinion, is necessary to enable us to exercise any of our rights under this Premium Funding Agreement;
  - date or (before acceptance) complete or correct any details in any Premium Funding Details;
  - if a Default has occurred, do anything that you may lawfully authorise an agent to do in relation to this Premium Funding Agreement;
  - if a Default has occurred, cancel, terminate or procure the cancellation or termination of any Funded Policy (which is cancellable) and obtain and collect any Refund Proceeds; and
  - give valid receipts for any Refund Proceeds.
- 13.2. In acting as your agent, we and each other agent shall have all powers given to you under the Premium Funding Agreement, as well as all other powers which are reasonably incidental to those powers.
- 14. Your indemnities**
- 14.1. You indemnify us against, and must pay us when we ask you to any amounts for, any actions, claims, demands, losses, liabilities, and expenses (including legal costs) of any nature reasonably incurred at any time and properly documented, together with stamp duty, taxes, GST and levies (including fines and penalties) payable or assessed, in connection with:
- a Default;
  - us relying on any information supplied by you or on your behalf of which proves to be incorrect or misleading (including by omission of information); or
  - us acting as your agent within our authority or providing any indemnity to any person so acting.
- 14.2. We need not incur an expense or make a payment before enforcing an indemnity.
- 14.3. Unless otherwise stated, each indemnity is separate and independent of each other and your obligation is absolute, irrevocable and unconditional and continues despite any settlement of account, termination of the Premium Funding Agreement or anything else.
- 15. PPSA – Part 9 and additional rights**
- 15.1. You and we agree that, to the extent permitted by law we both contract out of and you agree to waive your rights under sections 114(1)(a), 120(2), 121, 125, 129, 131, 133 and 134 of the PPSA. You also waive your right to receive any verification statement in respect of any financing statement we register.
- 16. Notices and Account statements**
- 16.1. You agree that we may give all notices and other communications (except disclosures, which are covered in "Your Offer and Declaration to us" section of the Premium Funding Details and clause 16.5 of these Conditions) in connection with this Premium Funding Agreement electronically, and that we will do so by emailing them to your last known email address, sending them through SMS to your last known mobile telephone number, or by making them available online. Where communications are made available online, we will notify you of this fact by email or SMS. You should check your emails and SMS messages regularly.
- 16.2. You must ensure that the contact details that you provide to us remain up to date. If your contact details change, you must let us know as soon as possible.
- 16.3. Where posted, any notice we send in connection with the Premium Funding Agreement is taken to be delivered to you two business days after posting it to the last address you provided us.
- 16.4. We will provide you a statement of your account in respect of a Premium Loan following your written request and payment of our reasonable associated costs.
- 16.5. You consent to any continuing disclosure being made by way of our secure website portal in accordance with section 21(1)(b) of the CCCFA.

- 17. Privacy Collection and Usage Notice and Credit Reporting Consent**
- 17.1. We collect personal information to:
- open, administer and operate products such as this Premium Funding Agreement;
  - provide quality products or services;
  - consider applications and approaches made to it;
  - maintain contact details; and
  - fulfil our obligations under the applicable laws and rules such as those relating to Anti-Money Laundering and Counter-Terrorism Financing.
- 17.2. The information will be collected directly from you or from your Broker by IQumulate Funding Services Limited (Company Number 7366116), of Level 33, ANZ Centre, 23-29 Albert Street, Auckland 1010 and may be used and disclosed under the terms of the Privacy Policy.
- 17.3. You are entitled to access and may request corrections to any of your personal information supplied to and held by us.
- 17.4. You consent to us using your personal information for the following purposes:
- assessing and processing any application for a Premium Loan;
  - opening, administering and enforcing the Premium Loan;
  - communicating with you about this Premium Funding Agreement and any other product or service we supply to you.
- 17.5. Under the Privacy Act, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by emailing assist@iqumulate.com.
- 17.6. You consent to us disclosing personal information to:
- any external service providers in, or outside of, New Zealand, who provide services in connection with our products and services, including suppliers of administrative services (for example, mailing houses);
  - credit reference agencies to ensure your suitability as a client and to obtain a personal credit and fraud check;
  - any party proposing to acquire a controlling or material interest in us to the extent that such information is required for the transaction; and
  - your Broker and/or Insurer to the extent necessary for the purposes of your Premium Loan.
- 17.7. Subject to the Privacy Act 1993 and the Privacy Act 2020 (as applicable), you authorise us to:
- give to and receive from any credit reporting agency or other organisation information about your credit arrangements and credit worthiness, provided that the information is given or received to assess an application for credit made to us or any related company, or in the collection of any overdue payments in respect of any credit provided to you.
  - disclose your personal information (regardless of how or when that information is collected) to credit reporting agencies, other financial institutions or credit providers, service providers, governmental and regulatory organisations, any person otherwise authorised by you, any organisation through whom you choose to make payments to us or our related companies, and to any other entity to whom us or any of our related companies is required by law, or authorised by you, to disclose your personal information.
- 18. Anti-Money Laundering and Counter-Terrorism Financing**
- 18.1. You undertake:
- not to knowingly do anything to put us in breach of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, or an equivalent law in other jurisdictions in which we perform services related to this Premium Funding Agreement (AML/CFT Laws), and/or our internal policies and procedures, and to notify us if you are aware of anything that would put us in breach of AML/CFT Laws or our internal policies and procedures;
  - if requested, to provide additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/CTF Laws in New Zealand or an equivalent overseas jurisdiction; and
  - that you are not aware and you have no reason to suspect that the money used to repay the Premium Loan is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities).
- 18.2. You acknowledge:
- in making an application for any IQFS product or investment you consent to us collecting and disclosing in connection with AML/CTF Laws any of your "personal information" (as defined in the New Zealand Privacy Act 1993, Privacy Act 2020 or in the Australian Privacy Act 1988 (Cth));
  - in certain circumstances we may be obliged to freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your account; and
  - we retain the right not to provide services or issue products to any applicant that we decide, in our sole discretion, we do not wish to supply.
- 19. Unauthorised transactions**
- 19.1. You must notify us (or your own financial institution) if you believe that an error or unauthorised transaction has occurred in relation to any transaction under or in connection with this document.
- 20. General**
- 20.1. (a) We may assign, transfer or novate our obligations, rights or interest under this Premium Funding Agreement without your consent.  
(b) You must not assign any of your obligations, rights or interest in this Premium Funding Agreement and any purported assignment is void.
- 20.2. The Premium Funding Agreement is governed by the laws of New Zealand.
- 20.3. A provision of the Premium Funding Agreement that is illegal or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, or the remainder of the Premium Funding Agreement in any jurisdiction.
- 20.4. Other than a variation occurring in accordance with clauses 4 or 5, any variation of this document must be in writing and signed by the parties.
- 20.5. Unless the context otherwise requires, in this document.
- headings are for reference only and do not affect interpretation;
  - no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting;
  - references to the singular includes the plural and vice versa, and a gender includes other genders;
  - examples and use of the word "including" do no limit what may be included;
  - reference to a party to any document includes their successors and permitted substitutes and assigns, and a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
  - any undertaking, representation, warranty or indemnity by two or more parties binds them jointly and severally; and
  - references to a document or agreement includes that document or agreement as novated, altered, amended, supplemented or replaced from time to time.