

# ACCOUNTING & TRADING TERMS AND CONDITIONS

## Terms of Trade

### 1. Definitions

In these conditions unless the context otherwise requires:

- Company means Work Safe Advisory Services Limited (abbreviated as WSAS)
- Buyer means the person, or company buying the goods and/or services from WSAS.
- Goods and/or Services mean the goods and/or services being purchased by the Buyer from WSAS.
- Contract means the contract between WSAS and the Buyer for the purchase of the goods and/or services.
- Date of the contract means where the contract arises from a quotation given by WSAS,
  - i) the date of acceptance of the order by WSAS; or
  - ii) Where the contract arises from a quotation given by WSAS, the date upon written notification of acceptance of the quotation is received by WSAS.
- Contract price means the price of goods and/or services as agreed between the Buyer and WSAS.
- Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term.
- Manager is the Buyer's appointed person and authorised decision maker.
- PaT refers to the People and Tasks On Line cloud based application (abbreviated to PaT)

### 2. Quotation

The Buyer may request a Quotation from WSAS setting out the price and quantity of the Goods and/or Services to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe.

### 3. Acceptance

If any instruction is received by WSAS from the Buyer for the supply of goods and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

### 4. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by WSAS shall apply to all orders for the goods and/or the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

### 5. Price

- 5.1. The Price shall be as indicated on invoices provided by WSAS to the Buyer in respect of goods and/ or services supplied; or
- 5.2. The Price shall be the Price of WSAS' current Price at the date of delivery of any goods and/or services.
- 5.3. Time for payment for the goods and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods and/ or services.
- 5.4. The Buyer agrees that the cost Price shall be determined by WSAS, and shall take into consideration any "one-off" costs such as design and production.
- 5.5. WSAS reserves the right to implement a surcharge for alterations to specifications of goods and/or services after the order has been placed.

### 6. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

- 6.1. The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and WSAS.
- 6.2. Subject to any provision to the contrary in the Contract, payment (being cash unless otherwise arranged in advance and confirmed in writing by an appointed WSAS person) shall be received on or before the 7<sup>th</sup> day following the date of WSAS' invoice to the Buyer, which shall be issued promptly on or after delivery of the Goods and/or Services.
- 6.3. Late payment shall incur interest at the rate of 15% per annum calculated on a

daily basis. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by WSAS, but without prejudice to WSAS' other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.

- 6.4. PaT invoice will be raised on the first of every month for services being provided in the month of invoice; payment for invoice is expected to be made on the 20th of the following month of invoice. This may be invoiced by an Associate Company, Supply Chain Fusion.
- 6.5. Without prejudice to any other remedies WSAS may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), WSAS may suspend or terminate the supply of Goods and/or Services to the Buyer and any of its other obligations under the terms and conditions. WSAS will not be liable to the Buyer for any loss or damage the Buyer suffers because WSAS exercised its rights under this clause.
- 6.6. In the event that:
  - A. any money payable to WSAS becomes overdue, or in WSAS' opinion the Buyer will be unable to meet its payments as they fall due; or
  - B. the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - C. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to WSAS' other remedies at law
  - D. WSAS shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to WSAS shall, whether or not due for payment, immediately become payable.
- 6.7. Where applicable, credit card payments may attract additional surcharges.

### 7. Copyright

- 7.1. All Copyright and other Intellectual Property existing in documents remains the property of the author Work Safe Advisory Services Limited (trading as WSAS) and is supplied by WSAS to the Buyer for the Buyer's use only. Except as provided by the Copyright Act 1994, no part of this publication may be reproduced or stored in a retrieval system in any form or by any means without the prior written permission of the copyright owner, Work Safe Advisory Services Limited.
- 7.2. All Copyright and other Intellectual Property existing in PaT remains the property of Work Safe Advisory Services (trading as WSAS) and is supplied by WSAS to the Buyer for the Buyer's use only. Except as provided by the Copyright Act 1994, no part of this software and material may be reproduced or stored in a retrieval system in any form or by any means without the prior written permission of the copyright owner, Work Safe Advisory Services.
- 7.3. Unauthorised copies of the Health and Safety Manual are not supported by WSAS, and will not offer any legal protection for the Buyer.
- 7.4. Unauthorised copies of the Health and Safety Manual will not be kept by current with legislative changes by WSAS.

### 8. Private Training Courses, Consultancy and H&S Audits- Withdrawals - Prior to Commencement

- 8.1. Withdrawal from any course or consultancy service for any reason prior to the date of commencement may be made verbally but must be confirmed by email or letter.
  - Withdrawal advice by email or letter providing notice more than 14 days prior to the course commencement date - No charge.
  - Withdrawal advice by email or letter providing between 14 and seven days notice, an administrative fee of 25% plus GST will apply.
  - Withdrawal advice by email or letter provided between two days (2) and seven days (7) of the course commencement date, an administrative fee of 50% plus GST will apply.
  - Withdrawal advice by email or letter provided within two days (2) of the course commencement date, an administrative fee of 75% of course fees will apply
  - Re-booking of courses may allow waiver of incurred administrative fees but will be handled on a case by case basis and only limited to two (2) deferrals, otherwise administrative fees will apply.

### 9. Public Training Courses - Withdrawals - Prior to Commencement

- 9.1. Withdrawal from any course for any reason prior to the date of commencement may be made verbally but must be confirmed by email or letter.

- Withdrawal advice by email or letter providing notice more than 14 days prior to the course commencement date - No charge.
  - Withdrawal advice by email or letter providing between 14 and seven days notice, an administrative fee of \$50 plus GST per trainee may apply.
  - Withdrawal advice by email or letter provided between two days (2) and seven days (7) of the course commencement date, an administrative fee of 25% of the fee per trainee or \$500 (whichever is the lesser) may apply.
  - Withdrawal advice by email or letter provided within two days (2) of the course commencement date, an administrative fee of 50% of course fees will apply.
  - Re-booking of courses may allow waiver of incurred administrative fees but will be handled on a case by case basis and only limited to two (2) deferrals, otherwise administrative fees will apply.
- 9.2. Alternatively substitute trainees may be accepted up to the commencement of the course or programme. Alterations to booking dates or transfers to a different course cannot usually be made within fourteen (14) days of the course commencement date.
  - 9.3. No refund will be made for any pre-course study material purchased by trainee(s).
  - 9.4. WSAS reserve the right to cancel, reschedule or alter Public Course dates. WSAS will reschedule affected attendees to the next scheduled course in discussion with the Buyer.

### 10. Training Courses/ Consultancy and H&S Audits - Withdrawals - After Commencement

- 10.1. Where a trainee withdraws from a course after the course commencing the trainee will be invoiced for 75% of the course fees or \$500 whichever is the lesser amount. The trainee will also be invoiced for any used study material which cannot be reused (usually \$10-15 plus GST).
- 10.2. In the event of a trainee making payment at the start of a course and the trainee later withdraws from a course after the course commencing they are entitled to a refund of all paid fees less 75% or \$500 (but not pre-course study material) whichever is the lesser amount.
- 10.3. In the event of any fee paid at commencement of the course by an employer, any refund will be made to the employer, not the trainee.
- 10.4. **Special Circumstances** - Where a trainee is having insurmountable difficulties with a training course and after being counselled wishes to be removed from the course, a refund of 25% of any fees paid will be made (except for any used study material which cannot be reused and will therefore be charged for). If the course has not been invoiced then 75% of the fees will be invoiced to the trainee or employer.

### 11. People and Task (PaT) Cancellation

The Buyer must provide one month's cancellation notice and must provide this cancellation by letter or email.

### 12. Governing Laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

### 13. Dispute Resolution

WSAS will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

### 14. Reservation of Title

Ownership and title of the goods and/or services remains with WSAS until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to WSAS, have been paid in full.

### 15. Liability

WSAS shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of WSAS' obligations under the contract, including any cancellation of the contract or any negligence on the part of WSAS, its servants, agents or contractors, nor shall WSAS be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify WSAS against any claim by any such person.