

TERMS AND CONDITIONS OF SERVICE

WHS Consulting Services

Issued by:	Delivering Outcomes Group	Jurisdiction:	Western Australia, Australia
Version:	Version 2.0	Next Review:	June 2027

These Terms and Conditions of Service ("Terms") govern all consulting services provided by Delivering Outcomes Group and its registered trading names and other businesses ("DO Group", "DO Safety", "Australian Safety Corporation", "ASC", "we", "us", "our") to any client ("Client", "you", "your"). By engaging Delivering Outcomes Group for any services, the Client agrees to be bound by these Terms.

DO Group recommends that Clients seek independent legal advice if they have any questions regarding these Terms prior to engagement.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms, the following definitions apply unless the context otherwise requires:

"Agreement" means these Terms together with any Proposal, Statement of Work, or written engagement confirmation issued by DO Group and accepted by the Client.

"Confidential Information" means any information disclosed by one party to the other in connection with the Services that is designated as confidential, or that ought reasonably be considered confidential given its nature or the circumstances of disclosure.

"Deliverables" means any reports, documents, plans, procedures, registers, frameworks, templates or other outputs produced by DO Group in connection with the Services.

"Fees" means the fees payable by the Client for the Services, as set out in the applicable Proposal or Statement of Work.

"GST" has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Intellectual Property" means all copyright, trademarks, patents, designs, trade secrets, know-how and other intellectual property rights, whether registered or unregistered.

"Proposal" means any written quote, proposal or statement of work issued by DO Group to the Client describing the scope of Services and applicable Fees.

"Services" means the WHS consulting, advisory, facilitation, training, auditing or related services described in a Proposal and provided by Delivering Outcomes Group to the Client.

"WHS" means Work Health and Safety.

1.2. References to legislation include all amendments and subordinate legislation. The singular includes the plural and vice versa. Headings are for convenience only and do not affect interpretation.

2. ENGAGEMENT AND SCOPE OF SERVICES

- 2.1. DO Group will provide the Services as described in the applicable Proposal or Statement of Work. The Services are limited to the scope expressly stated therein.
- 2.2. Any request by the Client to expand or materially change the scope of Services will be treated as a variation and must be agreed in writing prior to the additional work commencing. Additional Fees may apply.
- 2.3. DO Group will provide the Services with reasonable skill, care and diligence in accordance with applicable professional standards. DO Group does not guarantee specific outcomes or results, including but not limited to regulatory compliance outcomes, audit results, or incident prevention.
- 2.4. The Client acknowledges that WHS consulting services are advisory in nature. The Client retains full responsibility for implementing recommendations and for compliance with all applicable WHS legislation, regulations and codes of practice.
- 2.5. DO Group reserves the right to subcontract any part of the Services to suitably qualified personnel, provided that DO Group remains responsible for the quality and delivery of the Services to the Client.

3. FEES, INVOICING AND PAYMENT

- 3.1. The Client agrees to pay the Fees in accordance with the applicable Proposal and these Terms.
- 3.2. All Fees are quoted exclusive of GST unless expressly stated otherwise. GST will be added to all invoices at the applicable rate.
- 3.3. DO Group will issue tax invoices to the Client upon completion of the Services, upon reaching a milestone as agreed in the Proposal, or on a monthly basis for ongoing engagements.
- 3.4. Payment is due within 14 days of the date of invoice ("Due Date"). Time is of the essence with respect to payment.
- 3.5. If payment is not received by the Due Date, DO Group reserves the right to:
 - (a) charge interest on overdue amounts at the rate of 2% per month, calculated daily from the Due Date until payment is received in full;
 - (b) suspend the provision of Services until all outstanding amounts are paid; and
 - (c) recover all reasonable costs of collection, including legal fees, on a solicitor-client basis.
- 3.6. The Client may not withhold, set off or deduct any amount from Fees without the prior written consent of DO Group.
- 3.7. Where a Proposal includes an estimate of hours, that estimate is indicative only. DO Group will notify the Client if it becomes apparent that the actual hours required will materially exceed the estimate. Any additional hours will be charged at the applicable rate.
- 3.8. Out-of-pocket expenses reasonably incurred by DO Group in connection with the Services (including travel outside the Perth metropolitan area, accommodation and specialist materials) will be invoiced to the Client at cost, unless otherwise agreed in writing.

4. CLIENT OBLIGATIONS

- 4.1. The Client agrees to:

- (a) provide DO Group with timely access to relevant personnel, records, systems, documentation and site facilities as reasonably required to perform the Services;
 - (b) ensure that all information provided to DO Group is accurate, complete and not misleading;
 - (c) promptly review and respond to any requests, drafts or deliverables provided by DO Group;
 - (d) ensure that DO Group personnel attending the Client's premises are provided with a safe working environment in accordance with applicable WHS legislation; and
 - (e) notify DO Group of any known hazards, risks or site rules applicable to any premises at which Services will be delivered.
- 4.2. DO Group will not be liable for any delay, deficiency or failure in the Services to the extent caused by the Client's failure to comply with clause 4.1, and DO Group reserves the right to charge additional Fees for any rework or delay caused by such failure.

5. CONFIDENTIALITY

- 5.1. Each party agrees to keep confidential all Confidential Information of the other party and not to disclose it to any third party without the prior written consent of the disclosing party, except as required by law or as necessary to perform the Services.
- 5.2. Each party may disclose Confidential Information to its employees, contractors or advisers on a need-to-know basis, provided those persons are subject to equivalent confidentiality obligations.
- 5.3. This clause does not apply to information that: (a) is or becomes publicly available other than through a breach of these Terms; (b) was already known to the recipient at the time of disclosure; or (c) is independently developed by the recipient without use of the Confidential Information.
- 5.4. DO Group may reference the Client's name and a general description of the Services performed as part of DO Group's portfolio or business development materials, unless the Client notifies DO Group in writing that it does not consent to such use.
- 5.5. Confidentiality obligations under this clause survive termination or expiry of the Agreement for a period of three (3) years.

6. INTELLECTUAL PROPERTY

- 6.1. DO Group retains all Intellectual Property rights in any pre-existing materials, tools, frameworks, templates, methodologies and know-how used or developed in the course of providing the Services ("DO Group IP").
- 6.2. Upon receipt of payment in full, DO Group grants the Client a non-exclusive, non-transferable licence to use any Deliverables solely for the Client's internal business purposes.
- 6.3. The Client must not reproduce, distribute, modify, reverse-engineer or commercialise any Deliverables or DO Group IP without the prior written consent of DO Group.
- 6.4. The Client warrants that any materials, data or content provided by the Client to DO Group for use in connection with the Services do not infringe the Intellectual Property rights of any third party. The Client indemnifies DO Group against any claim arising from such infringement.

7. LIMITATION OF LIABILITY

- 7.1. To the maximum extent permitted by law, DO Group's total aggregate liability to the Client for any loss, damage or claim arising out of or in connection with the Services or these Terms (whether in contract, tort, negligence or otherwise) is limited to the total Fees paid by the Client to DO Group in the three (3) months immediately preceding the event giving rise to the claim.
- 7.2. DO Group is not liable to the Client for any:
- (a) indirect, consequential, special or punitive loss or damage;
 - (b) loss of profit, revenue, business, contract, goodwill or anticipated savings;
 - (c) loss arising from the Client's failure to implement recommendations provided by DO Group,
- whether or not DO Group was advised of the possibility of such loss.
- 7.3. Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including the Australian Consumer Law.
- 7.4. The Client acknowledges that the Fees reflect the allocation of risk set out in these Terms, and that DO Group would not have entered into this Agreement without the limitations in this clause.

8. INDEMNIFICATION

- 8.1. The Client indemnifies DO Group and its personnel against any loss, liability, cost, claim or expense (including reasonable legal costs) arising from or in connection with:
- (a) the Client's breach of these Terms;
 - (b) any act or omission of the Client or its personnel in connection with the Services;
 - (c) inaccurate or incomplete information provided by the Client to DO Group; or
 - (d) the Client's failure to implement, or incorrect implementation of, any recommendations or Deliverables provided by DO Group.

9. CANCELLATION AND TERMINATION

- 9.1. Either party may terminate the Agreement on 14 days' written notice to the other party.
- 9.2. Either party may terminate the Agreement immediately by written notice if the other party:
- (a) is in material breach of these Terms and fails to remedy that breach within 7 days of receiving written notice of the breach;
 - (b) becomes insolvent, enters into voluntary administration, receivership, liquidation or any analogous process.
- 9.3. Upon termination, the Client must pay all outstanding Fees for Services performed up to and including the date of termination, plus any non-recoverable expenses incurred by DO Group in connection with the engagement.
- 9.4. Cancellation of scheduled on-site Services (including site visits, training sessions and facilitated workshops) with less than 48 hours' notice may result in a cancellation fee equal to 50% of the applicable day rate. Cancellations with less than 24 hours' notice may incur a cancellation fee of 100% of the applicable day rate.
- 9.5. Termination of the Agreement does not affect any rights or obligations accrued prior to the date of termination, or any provisions that by their nature survive termination.

10. WARRANTIES AND REPRESENTATIONS

- 10.1. DO Group warrants that it will perform the Services with reasonable care and skill and in accordance with applicable professional standards.
- 10.2. DO Group does not warrant that the Services will result in a specific compliance outcome, that any Deliverable will be accepted by a regulator, or that the Client's operations will be free from WHS incidents or regulatory action following the delivery of the Services.
- 10.3. The Client warrants that it has the authority to enter into this Agreement and to grant DO Group access to any information, systems or premises required for the provision of the Services.
- 10.4. Except as expressly stated in these Terms or required by applicable law, all warranties, representations and conditions (whether express, implied, statutory or otherwise) are excluded to the maximum extent permitted by law.

11. DISPUTE RESOLUTION

- 11.1. If a dispute arises out of or in connection with these Terms or the Services ("Dispute"), the party raising the Dispute must provide written notice to the other party specifying the nature of the Dispute and the resolution sought ("Dispute Notice").
- 11.2. Within 10 business days of receipt of a Dispute Notice, authorised representatives of both parties must meet (in person, by phone or video conference) and attempt to resolve the Dispute in good faith.
- 11.3. If the Dispute is not resolved within 20 business days of the Dispute Notice (or such longer period as agreed in writing), either party may refer the Dispute to mediation administered by the Institute of Arbitrators and Mediators Australia (IAMA) or another mutually agreed mediator.
- 11.4. If mediation does not resolve the Dispute within 30 days of referral, either party may pursue other legal remedies available to it.
- 11.5. Nothing in this clause prevents a party from seeking urgent injunctive or declaratory relief from a court of competent jurisdiction.

12. GOODS AND SERVICES TAX

- 12.1. Unless otherwise stated, all amounts payable under these Terms are exclusive of GST.
- 12.2. Where DO Group makes a taxable supply, the Client must pay to DO Group, in addition to the consideration otherwise payable for the supply, an amount equal to the GST payable on that supply, upon receipt of a valid tax invoice.
- 12.3. DO Group will issue tax invoices complying with the requirements of the GST legislation.

13. PRIVACY

- 13.1. DO Group will handle any personal information collected in connection with the Services in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

- 13.2. Personal information will only be used for the purposes for which it was collected, or as otherwise required or permitted by law.
- 13.3. The Client consents to DO Group collecting, storing, using and disclosing personal information about the Client and its personnel to the extent necessary to provide the Services and administer the engagement.

14. GENERAL PROVISIONS

- 14.1. Governing Law. These Terms are governed by the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.
- 14.2. Entire Agreement. These Terms, together with any applicable Proposal or Statement of Work, constitute the entire agreement between the parties with respect to the Services and supersede all prior negotiations, representations, warranties and understandings.
- 14.3. Variation. These Terms may only be varied by written agreement signed by authorised representatives of both parties.
- 14.4. Waiver. A party's failure to exercise or delay in exercising a right does not constitute a waiver of that right. A waiver of a right in one instance does not constitute a waiver in any other instance.
- 14.5. Severability. If any provision of these Terms is held to be invalid or unenforceable, that provision is to be read down or severed to the minimum extent necessary, and the remaining provisions continue in full force and effect.
- 14.6. Assignment. The Client must not assign or transfer its rights or obligations under these Terms without the prior written consent of DO Group. DO Group may assign its rights with written notice to the Client.
- 14.7. Force Majeure. DO Group will not be liable for any delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemic, government action or industrial action, provided that DO Group notifies the Client promptly and uses reasonable endeavours to minimise the impact.
- 14.8. Relationship of Parties. Nothing in these Terms creates a partnership, joint venture, employment or agency relationship between the parties. DO Group is an independent contractor.
- 14.9. Notices. All notices under these Terms must be in writing and delivered by email with read receipt or acknowledgement, or by registered post to the address specified in the applicable Proposal.
- 14.10. Survival. Clauses 5 (Confidentiality), 6 (Intellectual Property), 7 (Limitation of Liability), 8 (Indemnification), 11 (Dispute Resolution) and 14 (General Provisions) survive termination or expiry of these Terms.