

## CONSULTANCY AND SERVICES TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Engagement, capitalised terms have the following meanings unless otherwise indicated:

**ARG** means Australasian Response Group PTY LTD "ARG" ACN: 627 190 925 and all its trading divisions including RESQAV & Rapid Aussie Tests.

**Claim** means any demand, claim, action, proceeding, judgment, damage, loss, cost expense, or liability incurred by or against a party, however arising and whether present, unascertained, immediate, future or contingent and whether or not arising in relation to matters which occurred in the past.

**Commencement Date** means the date on which a Contract or PO commences.

**Confidential Information** means any of ARG's information (regardless of the form of disclosure or the medium used to store or represent it) and includes all information which:

- (a) related to any Contract Material;
- (b) is the property of ARG or a related company of ARG;
- (c) is disclosed in writing, orally or by any other means by ARG or its employees, or by any person on behalf of ARG to the Customer or employees or contractors of the Customer by any means; or
- (d) otherwise comes to the knowledge of the Customer or its employees or contractors by any means, including through the Customer's involvement with ARG and its business operations,
- (e) but does not include information which becomes generally available to the public rather than as a result of disclosure by the Customer.

**Contract** means the contract between ARG and the Customer for the provision of Services and includes these Terms of engagement and all applicable OHS Forms, Quotes and Invoices between ARG and the Customer.

**Contract Material** means all documents, specifications, drawings, designs, writings, samples, layouts, proposals and other material, in whatever format or embodiment, created or provided by ARG to the Customer under a Contract. **Contracted Staff Member** means a staff member of ARG who performs the Labour Hire Services.

**Customer** means the party named in the applicable Quote, Invoice.

**Daily Rate** means the daily rate for the Goods Hire, Labour, Consultancy and Services, as set out in the applicable Schedule of Rates.

**Economic Loss** means loss of revenue, profit, custom, goodwill, overhead recovery, business opportunity, contract, production, loss of use of money or property, loss or payment of financing charges or cost recovery, opportunity cost, payment of liquidated sums, payment of damages (whether under any other agreement or otherwise).

**Insolvency Event** means, in relation to a party:

- (a) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts;
- (b) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (c) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (d) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (e) an application for the winding up or, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re-amalgamation, is presented and not withdrawn or dismissed within [21] days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (f) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (g) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (h) an execution or analogous process is levied or enforced against the property of that party;

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- (i) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business; (j) that party disposes of, or threatens to dispose of, a substantial part of its assets; or
- (k) that party is unable to pay the party's debts as and when they become due and payable

**Instructions** means all relevant information for Goods including operation manuals, instructions, safe operating procedures, manufacturer's instructions and other directions provided by ARG for any Goods whether or not in writing.

**Intellectual Property Rights** means all present and future rights to:

- (a) trademarks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and
- (b) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

**Invoice** means an invoice for Goods or Services issued by ARG to the Customer.

**Labour Hire Services** means the labour hire services agreed between the Customer and ARG to be provided to the Customer by Contracted Staff Members under Part 4.

**Law** means any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

**Placement Fee** means the applicable fee specified in clause 8.6.

**Price** means the amount payable by the Customer to ARG for the performance of a Service.

**Quote** means a job quotation issued by ARG to the Customer in relation to a request for Services.

**Schedule of Rates** means the applicable ARG schedule of rates for a relevant Service as amended from time to time.

**Service** means any service performed by ARG for the Customer.

**Site** means the location at which the Labour Hire Services will be performed

**Term** means the term of a Contract as described in clause 3.

**Terms of Engagement** means these Terms and Conditions of Engagement including all Parts.

1.2 In these Terms and Conditions of Engagement, unless the context otherwise requires:

- (a) **(headings)** headings are for convenience only and do not affect interpretation;
- (b) **(singular)** the singular includes the plural and vice versa;
- (c) **(includes)** a reference to "includes" means "includes, but is not limited to";
- (d) **(corresponding meanings)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) **(other entities)** a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other entity includes any of them;
- (f) **(successors and assigns)** a reference to a Party to a document includes that Party's permitted successors, assigns, administrators and substitutes;
- (g) **(rules of construction)** no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of a Contract;
- (h) **(joint and several)** an agreement on the part of 2 or more persons binds them jointly and severally; and
- (i) **(writing)** a reference to a notice from, consent or approval of a party and agreement between the parties, means a written notice, consent, approval or agreement.

1.3 If there is any inconsistency or conflict between any of the documents forming part of a Contract, those documents will be interpreted in the following order of priority to the extent of the inconsistency of conflict:

- (a) Invoice;
- (b) Quote; and
- (c) Terms of Engagement.

1.4 If there is any inconsistency or conflict between any Invoices or Quotes issued to the Customer in connection with a Contract, then the later dated Invoice or Quote takes priority and will apply to the extent of the inconsistency or conflict.

## 2. FORMATION OF CONTRACT

2.1 Following receipt of the Customer's request for Services, ARG will issue the customer a Quote or Form that sets out:

- (a) The estimated Prices for the requested Services calculated with reference to the application Schedule of Rates; and

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- (b) Any other relevant details or information regarding the requested Services.
- 2.2 The Customer's acceptance of a Quote also constitutes:
  - (a) Acceptance of these Terms of Engagement and their application to the Services supplied or sold to the Customer by ARG; and
  - (b) Formation of the Contract between the Customer and ARG.
- 2.3 Each accepted Quote constitutes a separate Contract for Services between the Customer and ARG which incorporates these Business Terms.
- 2.4 The Commencement Date for a Contract will be the earlier of:
  - (a) The date on which the Customer notifies ARG that it accepts the first Quote issued by ARG; or
  - (b) The date of the first work is performed and acknowledged by the parties.

### 3. TERM

- 3.1 A Contract commences on the commencement Date and will continue until:
  - (a) Expiration of all applicable Hire Periods;
  - (b) Completion of all applicable Services; and
 whichever applies unless terminated earlier in accordance with the Contract.

### 4. SERVICES

- 4.1 Subject to the Customer's payment of all applicable Invoices, ARG will provide Services to the Customer in accordance with the applicable Contract.
- 4.2 ARG may, without penalty or liability to the Customer, refuse to provide any part or all of the Services if, in its reasonable opinion, providing the relevant part or all of the Services may present a safety hazard for any person involved in providing the Services.
- 4.3 Any times for the performance of Services made known to, or requested by, the Customer are estimates only and ARG will not be liable for any Claim for late or non-performance if:
  - (a) ARG is ready to perform Services in accordance with the applicable Quote but the Customer is unable or unwilling to allow ARG to commence performance of the Services; or
  - (b) The performance of the Services is delayed or suspended for any reason other than the default of ARG, ARG may provide an Invoice for, and the Customer must pay, ARG's reasonable costs and expenses of the delay or suspension.

### 5. CONTRACT MATERIAL PREPARED BY ARG

- 5.1 ARG will prepare Contract Material:
  - (a) In connection with its performance of the relevant Services in accordance with the applicable Contract;
  - (b) Based on the Customer's instructions and information provided by the Customer or on its or on the Customer's behalf;
  - (c) Taking into account information known to ARG at the issue date of, or any earlier effective date specified in, the relevant Contract Material (Effective Date); and
  - (d) Solely for the specific purpose set out in the agreed scope of work to which a Contract applies or otherwise confirmed in writing by ARG (Agreed Purpose).
- 5.2 Without prejudice to any other exclusion or limitation of liability in any Contract and to the maximum extent permitted by Law, neither ARG nor any of its employees, agents or contractors will accept any liability or responsibility of any kind arising out of or in connection with:
  - (a) The use of, or reliance on, any Contract Material (or any part of the Contract Material) by any person other than the Customer;
  - (b) The use of, or reliance on, any Contract Material (or any part of the Contract Material) by the customer for any purpose other than the Agreed Purpose;
  - (c) Reliance on inaccurate or misleading information provided by the Customer or on the customer's behalf or obtained from any third-party source, except to the extent it is not reasonable in all the circumstances for ARG to rely on that information; or
  - (d) Any fact or circumstance arising after the Effective Date.

### 6. PAYMENT

- 6.1 Subject to any other payment terms specified in a subsequent Part of these Terms of Engagement or a Contract, the Customer must pay ARG all amounts stated in an Invoice within 30 days of the date of the Invoice.

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- 6.2 The Customer authorises ARG to complete and submit all documentation on behalf of the Customer required to enable payment through any credit card (if available) or direct debit system.
- 6.3 The Customer must pay interest to ARG at the rate of 1% per month on any Invoice amount which is overdue, where such interest will be calculated from the date it became due until the date it is paid.
- 6.4 All prices exclude GST and stamp duty unless otherwise expressly specified in an Invoice or an Enrolment Form, and the Customer must pay all GST and Stamp Duty on the Price (where applicable).

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in relation to all Contract Material:
- (a) Produced by ARG in connection with a Contract immediately vests in ARG; or
  - (b) Which is otherwise disclosed or made accessible by ARG to the customer remains the sole property of ARG.
- 7.2 Subject to the Customer's payment of all Invoices in accordance with a Contract, ARG grants the Customer a non-exclusive, non-transferrable license to use the Contract Material during the Term to the extent.

## 8. NON-POACH

- 8.1 The Customer must not employ or solicit the employment of any individual member of ARG's employees (including any Contracted Staff Member) while they are engaged in the performance of the Services or within 12 months following completion of the Services.
- 8.2 If any of ARG's employees cease to work for ARG as a result of the Customer's breach of clause 8.1, the Customer must:
- (a) pay ARG the applicable Placement Fee; and
  - (b) allow any further reasonable time that may be required by ARG to replace the individual employee of ARG in relation to the provision of the Services.
- 8.3 The Customer must pay the Placement Fee if a ARG employee ceases performing the Services and takes up employment with another company working on the Site performing similar Services.
- 8.4 If ARG is unable to perform the Services due to the Customer's breach of clause 8.1, or as a result of the employment of any of ARG employees by any other contractor at the Site, then ARG may:
- (a) suspend performance of the Services until such time as the individual employee is replaced; and
  - (b) provide the Customer an Invoice for, and the Customer must pay, the reasonable costs and expenses of the suspension.
- 8.5 The Placement Fee is calculated as a percentage of the ARG employee's total annual remuneration (salary plus superannuation and other benefits e.g. vehicle) in accordance with the following
- 8.6 Fee Schedule:

Remuneration and Placement Fee Less than 3 months	Remuneration and Placement Fee More than 3 months
\$0 - \$99,999 18%	\$0 - \$99,999 15%
\$100,000+ 22%	\$100,000+ 20%

## 9. PERFORMANCE OF SERVICE

- 9.1. The Customer should advise ARG as soon as is practical if it is not satisfied with the work, performance of service or behaviour of ARG staff.

## 10. INDEMNITY

- 10.1 The Customer indemnifies ARG and its officers, employees and agents from and against all Claims that may arise as a result of or in connection with:
- (a) A breach of a Contract (including a breach of warranty) by the Customer or its officers, employees and agents;
  - (b) Any unlawful act of the Customer or its officers, employees and agents;
  - (c) Any improper, careless or negligent act or omission of the Customer or its officers, employees and agents; or
  - (d) ARG's entry upon the Site.

## 11. EXCLUSION OF WARRANTIES

- 11.1 To the maximum extent permitted by Law, ARG excludes all warranties and conditions in relation to Goods or Services imposed by statute or otherwise implied.
- 11.2 To the extent that a term implied by Law cannot be excluded, ARG's liability to the Customer for a breach of a Contract or any defective Goods or Service is limited (at ARG's option) to:
- (a) In the case of Goods, replacing, repairing or paying the cost of replacing or repairing the Goods; or
  - (b) In the case of Services, supplying the Services again or paying the cost of having the Services supplied again.
- 11.3 Despite any other provision of a Contract and to the fullest extent permitted by law, ARG will not be liable to the Customer for any amount, liability or other Claim in connection with the Contract to the extent that the amount, liability or Claim is for Economic Loss or any special, indirect or consequential loss.

## 12. LIMITATION OF LIABILITY

- 12.1 The Customer is solely liable and responsible for any Claims arising from or in connection with:
- (a) The Services; or
  - (b) Its use of the Goods other than in accordance with any specification or instruction provided by ARG or the manufacturer (OEM) in relation to the Goods.
- 12.2 Notwithstanding any other provision of a Contract, ARG's total liability to the Customer in connection with the Contract is limited to an amount equal to the Price.

## 13. CONFIDENTIALITY

- 13.1 The Customer covenants with ARG that it:
- (a) Will only use the Confidential Information for the purpose approved by ARG in writing; and
  - (b) Will not disclose, or permit to be disclosed Confidential Information to any person without the prior written consent of ARG, except:
    - 1) As required by Law; or
    - 2) To bona fide independent consultants or advisors of the Customer, provided they are subject to equivalent confidentiality obligations.
- 13.2 The Customer must, upon written request by ARG, and in any event at the end of the Term, return to ARG all Confidential Information including all copies and duplicates in whatever form.
- 13.3 Nothing in this clause 13 derogates from any obligation which the Customer may have either under the Privacy Act 1988 (Cth) or equivalent state laws as amended from time to time, or under a Contract, in relation to the protection of personal information.
- 13.4 This clause 13 survives the expiration, termination or frustration of a Contract.

## 14. TERMINATION

- 14.1 ARG may terminate a Contract:
- (a) At any time without cause of liability to the Customer by giving 7 days prior written notice of termination; or
  - (b) Immediately by written notice if:
    - 1) The Customer breaches the Contract and has failed to remedy the breach within 7 days of being notified of the breach by ARG.
    - 2) The Customer commits an irremediable breach of the Contract; or
    - 3) The Customer experiences an Insolvency Event.
- 14.2 On termination of a Contract by ARG for whatever reason, the Customer must immediately return all Goods supplied and owned by ARG.

## 15. DISPUTE RESOLUTION

- 15.1 If an issue, dispute or difference between or among any of the parties arises out of, or in relation to, a Contract (Dispute), a party to the Dispute (Disputant) must not commence any court proceedings in relation to the Dispute unless the Disputants have complied with the clause except where a Disputant seeks urgent interlocutory relief.
- 15.2 A Disputant may give written notice (Notice of Dispute) to the other Disputants specifying:
- (a) The nature of the Dispute;
  - (b) The alleged basis of the Dispute; and
  - (c) The position which the Disputant issuing the Notice of Dispute believes is correct.

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- 15.3 If the Dispute is not resolved within 7 days after the last date on which a Notice of Dispute is given, each Disputant must nominate a suitable senior executive as its representative with the authority to settle the Dispute.
- 15.4 If the Dispute is not resolved within 21 days of referral to senior executives under clause 15.3, the Disputants must mediate the Dispute in accordance with the mediation rules of the Law Society of Western Australia, and unless otherwise agreed in writing by the parties and the President of the Law Society of Western Australia (or the President's nominee will select the mediator and determine the mediator's remuneration.

## **16. GENERAL**

- 16.1 No amendment to a Contract will be binding on any party unless made in writing properly and duly executed by the party.
- 16.2 The failure of ARG to exercise any right arising as a result of a breach by the Customer of a Contract will not waive that right, nor will any practice developed between the parties waive or lessen ARG
- 16.3 The Customer must not assign, novate or otherwise encumber its rights under a Contract unless the Customer is subject to a change in control, in which case the Contract may be assigned with ARG written consent.
- 16.4 A Contract will be construed in accordance with the law of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.
- 16.5 Some clauses continue to apply after termination or expiration of a Contract.
- 16.6 If any provision of a Contract is, for any reason, considered or found by a court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of the Contract. The remainder or the provisions of the Contract will remain in full force and effect unless the basic purpose of the Contract are defeated.
- 16.7 Any person signing or purporting to sign a document on behalf of the Customer warrants that they have the authority of the Customer to sign and indemnifies ARG against all losses incurred if that person does not have such authority.
- 16.8 If the Customer is more than one person, the Customer is jointly and severally liable under a Contract.
- 16.9 The laws of Western Australia govern a Contract and the parties submit to the non-exclusive jurisdiction of the Western Australian courts.

## **17. PRIVACY**

- 17.1 ARG collects personal information to assist it in providing the Goods or Services the Customer has requested and to improve its products and Services. ARG and all related companies may be in touch to let the Customer know about Goods, Services or promotions which may be of interest to the Customer. The Customer should let ARG know it is objects to this and if it would prefer not to be contacted with special offers or in relation to ARG's other Goods and Services.

## **18. MINIMUM CHARGES**

- 18.1 A minimum charge for afterhours callouts and work completed by site personnel shall be calculated at 1 standard hourly rate, per hour worked.
- 18.2 Administration by ARG will be charged at cost plus 15% for all flights, medicals outside the ARG minimum requirement, white card or construction industry training and any accommodation and messing required not supplied by the customer.

## **19. ESTABLISHMENT COSTS INCLUDING INDUCTIONS**

- 19.1 All costs associated with site inductions etc will be charged to the Customer at cost plus 10%. The Customer will also be charged the appropriate hourly rate set out in the applicable Contract for the time taken to complete the inductions.

## **20. TRAVEL, ACCOMMODATION AND VEHICLE EXPENSES**

- 20.1 Travel time to and from the Customer's Site will be charged to the Customer at the applicable hourly rate set out in the Schedule of Rates and will be calculated based on the travel time between the Customer's Site and:
- (a) The employee's normal place of work; and
  - (b) If the employee is working away, the employee's place of accommodation.
- 20.2 Travel (air fares, hire car etc), accommodation and meal costs will be charged to the Customer at cost price plus 15%. At times ARG will apply the ATO Tax Determination in relation to reasonable travel and overtime meal allowance expenses to reimburse employees for travel and accommodation and that amount will be charged to the Customer at cost plus 15%.

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- 20.3 In addition to travel time charged at applicable hourly rates, travel using a ARG vehicle exceeding a 70km radius from the 90 per kilometre.
- 20.4 The rates described in this clause 20 do not include site vehicles. A daily rate will apply to site vehicles based on the vehicle type and the nature of the Customer's use of the vehicle where required.

## **LABOUR/CONSULTANCY SERVICES**

### **1. APPLICATION**

- 1.1 The provisions described below apply to a Contract if the Customer has accepted a Quote for the purchase of, or otherwise has agreed in writing to purchase, Labour and/or consultancy Hire Services from ARG.

### **2. LABOUR/CONSULTANCY SERVICES**

- 2.1 ARG will not commence performing Labour Hire Services until a valid company Order Number is received from the Customer.
- 2.2 ARG will use all reasonable efforts to provide Contracted Staff Members with the appropriate skills to perform the Labour Hire Services and agree that Contracted Staff Members are at all times employees of ARG control and supervision. ARG is not responsible for Labour Hire Services performed by a Contracted Staff Member.
- 2.3 ARG will supply Contracted Staff Members in a fashion that is as timely to the Customer's needs as is reasonably practical.
- 2.4 ARG may replace a Contracted Staff Member from time to time with other staff who are suitably qualified. ARG will endeavour to provide notice of such replacement where practicable.
- 2.5 By requesting the Labour Hire Services, the Customer accepts the rates set out in the applicable Schedule of Rates. The Customer agrees to pay the applicable rate set out in the Schedule of Rates for each hour or part thereof worked by each Contracted Staff Member who performs the Labour Hire Services. An authorised member of the Customer's staff will be required to validate ARG Contracted Staff Member timesheets. Validation indicates satisfaction with the work completed.
- 2.6 The Customer must immediately notify ARG if it intends to change the scope or nature of the Labour Hire Services, prior to the Contracted Staff Member commencing the changed Labour Hire Services, so that ARG can ensure the Contracted Staff Member has the appropriate skills and training to perform the changed Labour Hire Services and so that an appropriate risk assessment can be performed on the relevant site. ARG reserves the right to change the hourly rate of a Contracted Staff Member to one appropriate to the nominated skill requirement and to adjust the Schedule of Rates accordingly.
- 2.7 ARG will arrange for all Contracted Staff Members to execute a confidentiality agreement in such form and in a timeframe reasonably required by the Customer.

### **3. CONTRACTED STAFF MEMBER PERFORMANCE CONCERNS**

- 3.1 The Customer should advise ARG as soon as is practical if it is not satisfied with the performance of the Labour Hire Services, or the behaviour of a Contracted Staff Member.
- 3.2 The Customer must only communicate directly with a Contracted Staff Member in relation to their performance or behaviour issues if:
- (a) their performance or behavioural issues are of a life threatening or serious nature; and
  - (b) the Customer immediately notifies ARG with full details of what was communicated to the Contracted Staff Member.
  - (c) issue a Contracted Staff Member with any form of disciplinary action; or
  - (d) terminate the employment of the Contracted Staff Member with ARG.

### **4. INDEPENDENT CONTRACTORS**

- 4.1 The Customer may from time to time elect to engage an independent contractor through ARG. Independent contractors are not employees of ARG and are hired by the Customer under a specific contract for Services, copies of which can be provided on the Customer's request by a ARG representative.

### **5. INVOICING**

- 5.1 Unless otherwise agreed in writing, ARG will invoice the Customer for Labour Hire Services monthly for work in progress and final payments.

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## 6. LIABILITIES AND INDEMNITIES

- 6.1 ARG is not liable for, and the Customer releases ARG from all loss or liability that may arise in respect of, all acts or omissions of Contracted Staff Members, including any act or omission that occurs while a Contracted Staff Member is:
- (a) performing professional, health care services;
  - (b) performing Labour Hire Services in workplaces which are unattended or have inadequate or inappropriate internal controls or safeguards;
  - (c) handling cash, negotiable instruments, valuables, merchandise or any other property of value;
  - (d) operating, and referred by ARG, as independent operating contractors; or
  - (e) assigned to payroll activities.
- 6.2 Without limiting clause 17.1 above, the Customer receives Contracted Staff Members at its sole risk and releases ARG and Contracted Staff Members from all claims or liability for the loss or damage to property owned, operated or leased by the Customer and property otherwise in its custody, care or control, including motor vehicles and their contents.
- 6.3 The Customer indemnifies ARG against all claims, costs, liabilities, damages or losses suffered or incurred as a result of:
- (a) A breach of a Contract by the Customer or its employees without limitation including any termination of employment of a Contracted Staff Member;
  - (b) any act or omission by the Customer, its employees or agents; or
  - (c) any breach of work health and safety laws, including but not limited incidents involving contaminants, pollutants and hazardous substances.
- 6.4 To the extent permitted by Law, ARG's liability for damages that may arise in connection with the Labour Hire Services under contract, tort or under any Law is limited to the cost of the resupply of all or part of the Labour Hire Services (as appropriate) and excludes all consequential or indirect loss or damage or punitive or exemplary damages.

## 7. INSURANCE

- 7.1 ARG will maintain the following insurance policies in relation to ARG and Contracted Staff Members:
- (a) workers' compensation, in accordance with all relevant Laws;
  - (b) public liability insurance for at least \$10 million; and
  - (c) professional indemnity insurance.
- 7.2 ARG will provide the Customer with evidence of insurance during onboarding if such a request is made by the Customer in writing.
- 7.3 The policies are subject to exclusions and deductibles and may not cover or be available to the Customer in part or at all.
- 7.4 The Customer must not cause ARG to be in breach of the conditions of any insurances through any act or omission on its part.
- 7.5 The Customer must maintain the following insurance policies for the Term:
- (a) public liability insurance for at least \$10 million; and
  - (b) third party personal injury, own damage, third party property damage liability and third party personal injury gap for any vehicle operated by a Contracted Staff Member.

## 8. INDUSTRIAL RELATIONS AND EMPLOYMENT

- 8.1 ARG must comply with all legal requirements and the conditions of employment that have been agreed with Contracted Staff Members.
- 8.2 ARG will be responsible for all wages and remuneration payable to Contracted Staff Members, including associated statutory employment costs such as payroll tax and superannuation payments.
- 8.3 The Customer must inform ARG of any awards or agreements applicable to the Site where a Contracted Staff Member is to perform the Labour Hire Services.
- 8.4 If there is any change in the nominated rates of pay applicable to a Contracted Staff Member then the Customer:
- (a) must pay ARG the amounts due to that Contracted Staff Member from the applicable date and the proportional change in margin due to ARG; and
  - (b) indemnifies ARG against all claims made by, or on behalf of a Contracted Staff Member that may result from such mandatory change.

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- 8.5 The Customer must not do anything that may cause ARG to breach any employment conditions. ARG will supply evidence of statutory compliance with such conditions (where it is available) within 7 days after receipt of a written request.
- 8.6 ARG reserves the right to increase the rates set out in the Schedule of Rates from an effective date from which changes to statutory on-costs or award provisions apply.
- 8.7 With the Customer's agreement, ARG will review the salaries of Contracted Staff Members who have provided more than 12 months continuous service to the Customer.
- 8.8 The Customer must provide Contracted Staff Members with a suitable and safe workplace that complies with the relevant work health and safety Laws as described in Part 3, Clause 13.

## **9. WORK HEALTH AND SAFETY**

- 9.1 The Customer must ensure that all Contracted Staff Members comply with all:
  - (a) applicable work health and safety Laws;
  - (b) relevant Australian Standards relating to work health and safety;
  - (c) codes of practice applying to any part of Services; and
  - (d) all requirements of the Customer in relation to work health and safety.
- 9.2 The Customer must also provide all supervision, instruction (including inductions) and training necessary to ensure that the Labour Hire Services are performed safely by Contracted Staff Members, including provision of any information and personal protective Goods relating to hazardous substances or other conditions of employment where personal protective Goods is required.
- 9.3 Prior to a Contracted Staff Member commencing the Labour Hire Services, the Customer must disclose to ARG the full history of all health and safety incidents and accidents of the Customer, including at the Site where the Contracted Staff Member will be performing the Labour Hire Services and any other relevant work health and safety material in relation to the Customer's business. The Customer acknowledges and accepts that ARG will rely on that information when conducting a risk assessment of the Customer's workplace.
- 9.4 ARG and the Customer will jointly agree on the provision of any training, Goods or workplace changes necessary for the safe performance of the Labour Hire Services by Contracted Staff Members.
- 9.5 The Customer must notify ARG immediately of any incidents, injuries or non-conformance issues relating to the Labour Hire Services and affecting a Contracted Staff Member and, where required by State or Territory legislation, also notify the relevant authorities.
- 9.6 The Customer agrees that ARG may visit the Customer's workplace from time to time to review safety arrangements for Contracted Staff Members. The Customer agrees to make any appropriate changes to help reduce the risks in its workplace.
- 9.7 The Customer acknowledges that ARG does not have control of the Customer's workplace and that it relies on the Customer to inform it of potential risks to the health, safety and welfare of Contracted Staff Members. The Customer undertakes and agrees to notify ARG of all potential risks affecting Contracted Staff Members, including any intended change to the scope or nature of the Labour Hire Services.
- 9.8 ARG encourages its Contracted Staff Members to report any unsafe work conditions to their immediate supervisor. The Customer must immediately notify ARG of all safety risks, including incidents affecting Contracted Staff Members. The Customer must participate in the rehabilitation of Contracted Staff Members who become injured in connection with the performance of the Labour Hire Services.
- 9.9 ARG has a Drug and Alcohol Policy that prohibits its employees from working under the influence of certain performance inhibiting substances. The Customer undertakes and agrees to notify ARG of potential risks affecting Contracted Staff Members or of any breaches of this policy.
- 9.10 All Contracted Staff Members commencing work for the Customer must undergo a site induction in accordance with the Customer's requirements prior to performing the Labour Hire Services for the Customer to ensure full understanding of requirements in relation to:
  - (a) emergency procedures including evacuation;
  - (b) rules and schemes
  - (c) adherence to the safe working procedures;
  - (d) site familiarisation; and
  - (e) other site specific sections training as required.

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**TRAINING/CONSULTANCY SERVICES****1. APPLICATION**

- 1.1 The provisions described below apply to a Contract if the Customer has accepted a Quote for the purchase of, or otherwise has agreed in writing to purchase, Training and Services from ARG via our host training RTO Health Security and Education RTO# 04907.

**2. TRAINING/CONSULTANCY SERVICES**

- 2.1 ARG will not commence arrangement and logistics associated with Perth or client site-based training Services until a valid company Order Number is received from the Customer
- 2.2 ARG will supply training services in line with industry standards and those set out by ARG's host RTO Health Security and Education RTO# 04907.
- 2.3 ARG may request pre-payment for support resources required to deliver training services to our clients.
- 2.4 By requesting Training Services, the Customer accepts the rates set out in the applicable Schedule of Rates. The Customer agrees to pay the applicable rate set out in the Schedule of Rates for each training course and associated quotation.
- 2.5 The Customer must immediately notify ARG if it intends to change the scope or nature of the Training Services required prior to the commencing of the training program.

**3. CANCELLATION/TRANSFER FEES**

- 3.1 Should it be necessary to cancel or transfer your training booking, please contact ARG Administration as soon as possible. The below outlines the cancellation/transfer policy.

**4. PUBLIC TRAINING COURSES**

- 4.1 Cancellations 14 business days of a scheduled PUBLIC training course, no cost will be incurred.
- 4.2 Cancellations within 7 business days of a scheduled PUBLIC training course, a 50% cancellation fee will be incurred.
- 4.3 Cancellations within 3 business days of a scheduled PUBLIC training course will incur the full course cost.

**5. CORPORATE TRAINING COURSES**

- 5.1 Cancellations 28 business days of a scheduled CORPORATE training course, no cost will be incurred.
- 5.2 Cancellations within 14 business days of a scheduled CORPORATE training course, a 50% cancellation fee will be incurred.
- 5.3 Cancellations within 7 business days of a scheduled CORPORATE training course will incur the full course cost.

**6. REFUNDS**

- 6.1 Refunds will not be made after the commencement of the training course.
- 6.2 Late arrival to training can have significant impact on other attendees and clients' personnel, the Trainer and Assessor and may mean a student has missed important instructions. If a student arrives more than 15 minutes late after the designated start time for the training course, they will only be admitted at the Trainer and Assessor's discretion which is guided by the impact of lateness on safety. If a Trainer and Assessor does not allow late entry, no refund will be issued.
- 6.3 If the ARG Trainer and Assessor deems clients' personnel as not yet competent on assessment/s, a refund will not be issued for that attendee.
- 6.4 Should the client wish to re-enrol their personnel, all original course fees will apply to that client and their attendee.
- 6.5 Withdrawals part way through a training course is not eligible for a refund.

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