



## Terms and Conditions

### 1 Our Underlying Philosophy

- 1.1 InterSafe values all our clients. We operate under core values of love, trust, courage, honesty, respect and fairness.
- 1.2 Our aim is a productive and cooperative relationship with you, our client. These terms and conditions outline our vision for how we aim to work with you.

### 2 Definitions in These Terms

- 2.1 "We", "Us", "Our" or "InterSafe" or similar wording means The InterSafe Group Pty Ltd.
- 2.2 "Primary Agreement" means the proposal, contract, retainer or letter of engagement we provide you.
- 2.3 "Services" means the services set out in the Primary Agreement.
- 2.4 "Terms" means these terms and conditions.
- 2.5 "You" or "Your" or similar wording includes anyone acting on your behalf or with your express or implied authority.

### 3 General

- 3.1 These Terms apply to all services InterSafe supplies, including those we provide to you.
- 3.2 Sometimes there may be differences between these terms and the Primary Agreement. In these cases, the Primary Agreement will apply.

### 4 Services

- 4.1 We endeavour to provide Services in an efficient, timely and professional manner.
- 4.2 We describe the scope of work agreed with you in the Primary Agreement.
- 4.3 We recognise that some clients may wish to change the scope of the original Primary

Agreement to include additional Services, or that we may recommend a change to the scope of work as information becomes available. In these cases, we will discuss with you the implications of the changes.

- 4.4 We deliver our Services relying on the information you provide as accurate and legitimate.

### 5 Fees

- 5.1 The Primary Agreement specifies any estimate of total fees for the Services we provide.
- 5.2 The actual charge may vary from the estimate, including if the scope of work changes. We will discuss with you any factors that may increase the estimated total fees as soon as we are aware of them. Rates will be as per the Primary Agreement.
- 5.3 Our fees will include any out of pocket expenses reasonably incurred in the performance of the Services. For example, parking fees, toll road use fees, accommodation, hire car costs. We may include an estimate of these expenses in the Primary Agreement.
- 5.4 All invoices are issued for payment within thirty (30) days. Unpaid invoices may attract additional fees. See also clause 9 for problem resolution.
- 5.5 You are responsible for paying our fees irrespective of any arrangement you may have with any other person (for instance, your own client).

### 6 Advice

- 6.1 Unless otherwise specifically stated in the Primary Agreement, any advice or opinion included within the Services is provided solely for your benefit and may not be disclosed in any way to any other person

and is not to be relied upon by any other person.

- 6.2 Where the Services include providing a final report, that final report will replace and supersede any interim advice, reports, presentations or opinions (“preliminary opinions”). If you wish to rely upon any such preliminary opinions, you should specifically inform us in writing of this before doing so.

### **7 Intellectual Property**

- 7.1 InterSafe retains intellectual property ownership (including copyright) of all reports and other materials we produce in the course of providing Services to you, unless otherwise agreed in the Primary Agreement.
- 7.2 You are welcome to discuss with us your requirements for reproducing or otherwise distributing material we produce as part of the Services provided. We will include any such agreement in the Primary Agreement.
- 7.3 If you wish to incorporate InterSafe intellectual property (such as Energy Concepts, Damaging Energy Classification System, Essential Factors or ARTT Incident Investigation frameworks, etc) into your own corporate systems or documents, we will discuss your requirements and draw up any written agreement separate to the Primary Agreement.
- 7.4 When you provide materials to us, you must ensure that we can use (and where necessary, reproduce) those materials to enable us to provide the Services. You must indemnify us if our use of those materials is an infringement of any third party intellectual property rights.

### **8 Confidentiality**

- 8.1 Both parties acknowledge that they may, in the course of the provision of the Services, be exposed to or require information that is proprietary or confidential to the other party. Both parties agree to hold such information in strict confidence and not to divulge such information except:
- (a) As may be required by any law or judicial process.

- (b) Where reasonably necessary to do so in order for us to provide the Services.

- 8.2 InterSafe’s Privacy Policy is available from our website: [www.intersafe.com.au](http://www.intersafe.com.au)

### **9 Problem Resolution**

- 9.1 If at any time you would like to discuss with us how the Services can be improved, or if you have a complaint about them or us, you are invited to contact the director or consultant identified in the Primary Agreement. We will investigate any complaint promptly and do what we can to resolve any such issues.
- 9.2 In the event of a dispute, or where fees remain unpaid beyond the due date, we may stop providing Services to you until the dispute is resolved, or the fees are paid.

### **10 Ending a Primary Agreement**

- 10.1 Either party may have reasons to terminate the Primary Agreement, which can be done through discussion with the consultant mentioned in the Primary Agreement.
- 10.2 If a Primary Agreement is terminated, we will charge fees as incurred for work up until the time of termination. This may include bookings for travel that cannot be refunded.

### **11 General Provisions**

- 11.1 This agreement and any claims related to it will be subject to the laws of the State of Queensland. Any proceedings arising from or relating to this agreement or the provision of the Services must be brought in Brisbane.
- 11.2 The final Primary Agreement and these Terms form the entire agreement for us providing the Services and replaces all prior proposals or discussions, written or oral, concerning these same Services.
- 11.3 Neither party will be liable for any delays in performance of any of the obligations under this agreement (except for payment of the fees) due to factors beyond its reasonable control.