

# Sentis Australia Pty Ltd – Terms and Conditions of Trade

The following are Sentis Australia Pty Ltd terms and conditions of trade ("Trading Terms"). These Trading Terms superseded any and all previous trading terms issued by Sentis. These Terms and Conditions will apply to all transactions between the supplier ("Sentis/ we/us") Sentis Australia Pty Ltd ABN 70 120 643 003 and the customer ("you/ client"). Together referred to as "The Parties".

Unless subject to an alternative supply agreement or terms or contract agreed and signed by Sentis and the client:

- The Sentis Trading Terms take precedence over any other document, in the event of any inconsistency and any trading terms nominated by you are expressly excluded.
- These terms will also apply to any variations, alteration or addition of supplementary services to the scope of the products or services which may be agreed (verbally or in writing) between the Client and Sentis.
- These terms will be deemed accepted when the client signs the proposal, quote or other Sentis document outlining the scope of works, or when the Client provides a purchase order to Sentis or upon Sentis commencing the Services at the request of the client in writing or otherwise.
- Each proposal, quote or scope of work signed by the client, or each purchase order issued by the Client and accepted by Sentis (in writing or upon commencement of the services) will be an individual contract for those product or services in accordance with these Trading Terms.

## SERVICE OBLIGATIONS

We will provide our services:

- (a) with due care and skill, using experienced and qualified personnel,
- (b) complying with your reasonable policies, procedures and directions relevant to the provision of the services, as notified by you to us from time to time; and
- (c) In accordance with these Trading Terms, relevant industry standards and applicable laws.
- (d) In accordance with the Sentis Code of Conduct and Sentis Corporate Social Responsibility Policy. Copies available on request.

The Client will:

- (a) Pay Sentis the Fee in consideration of Sentis providing the services
- (b) provide safe access to your premises, personnel, facilities and equipment as reasonably necessary to allow Sentis to provide its services.

## INVOICING AND PAYMENT TERMS

Payment Terms are 14 days from invoice date.

Pricing is in Australian currency, unless specified otherwise.

Overdue payments of more than 30 days will incur a penalty interest fee which is calculated at 10% per annum.

All prices quoted and any other applicable charges are exclusive of GST. GST will be payable by you upon supply of goods or services. GST means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended).

## CANCELLATION, TERMINATION, RESCHEDULING OR POSTPONEMENT

Should you the client terminate, cancel, reschedule or postpone work at short notice Sentis reserves the right to invoice for the scheduled work as outlined below, plus any unrecoverable hard costs:

- (a) 20 – 11 business days' notice – 50% of program cost,
- (b) 10 or less business days' notice – 100% of program cost,

Should you the client due to a force majeure event (as defined below) reschedule the work to be delivered within 2 months of the original scheduled date/s then the value invoiced under this clause will apply to the rescheduled work.

Should any agreed customised product, program or service development be terminated, cancelled, rescheduled or postponed by you the client for any reason, other than a breach of these terms by Sentis, we reserve the right to invoice you for all work undertaken in relation to that development up until and including the notification date, and any direct costs incurred by Sentis including to any third party.

## TRAVEL, ACCOMODATION AND OTHER EXPENSES

Costs outlined in proposals, quotes, confirmations or scope of works documents do not include travel and accommodation expenses. Sentis reserves the right to on charge the following items to provide the products and services to the client at cost plus a 10% administration fee:

- Travel and travel related expenses (including, flights, accommodation, hire car, fuel etc)
- Venue hire or catering (if required)
- Freight or excess baggage for program materials.

Flights are economy level with the exception of any total flight time which exceeds 7 hours which will be at business class level. Flights selected will be Carbon Neutral or Carbon Offset or other Environmentally responsible selection when such options are available.

A Daily Allowance of \$150 per Facilitator/Staff per day is chargeable for Face to Face (F2F) Program delivery. This covers Taxi/Uber/ Parking/ Meals & other incidentals.

A Travel Day allowance of \$1500 per Facilitator/Staff is applicable for travel to client nominated site either required on a weekend day/ Public Holiday or a business day in which travel time constraints will prevent facilitating a full day F2F program.

Daily and Travel Allowance are applicable unless otherwise agreed in writing.

## **CONFIDENTIALITY**

Subject to this clause, each party will keep confidential all information given to it by the other party. Each Party will not use the information except to the extent necessary to comply with that Parties obligations under this agreement including in the provision of the goods and services. Each party may only disclose information to its personnel and professional advisors if such persons are bound by similar confidentiality obligations.

The obligations under this section do not apply to information which has become generally available to the public (except as a breach of this clause), or is a disclosure required by law.

The Parties each indemnify the other for any losses that may be incurred as a direct result of a breach of this clause.

## **RESEARCH PROVISIONS**

Sentis collect data (de-identified non-personally identifiable data) and other research in the course of providing our services in order to help us improve our services. We may also use such data and research for internal use, marketing, training and third-party publication purposes. However, before any data or research is used externally, we will ensure that the information does not identify the Client or your personnel (unless you have expressly agreed otherwise).

## **INTELLECTUAL PROPERTY (IP) / LICENSE**

Subject to the terms of this agreement, Sentis grants the Client with a non-exclusive and perpetual licence to use the Sentis intellectual property (IP) incorporated in the Goods and Services provided under this agreement for the permitted purpose.

This license may only be used to implement the recommendations, training concepts or ideas provided by Sentis and to embed these concepts into your safety culture within your Company. (Permitted Purpose).

The license does not allow the Client to deliver Sentis training programs (or components of) yourself unless you have purchased Sentis Train the Trainer (TiT) products, Sentis Toolkit or other products under a license agreement, then this license is extended to allow the full use of these products within your company.

Each party retains ownership of their pre-existing IP, and any IP they create independently of this agreement, and Sentis owns any Intellectual Property created in the course of providing any goods or services under this agreement.

IP means trademarks, patents, moral rights, design rights, designs, drawings, specifications, tradenames, documentation, recommendations, reports, records, logos, know-how, concepts, Sentis program and Services content, brands, technical documents, work product, domain names, database rights, and any other intellectual property or proprietary rights in any form, either registered or unregistered, patentable or not and rights to register any of the above in any country or jurisdiction,

Sentis warrants that the deliverables provided to you do not infringe the intellectual property rights of any third party.

Both Parties indemnify the other for any losses or costs incurred due to a breach of this clause by the other party.

## **PRIVACY ACT**

Both Parties agree that each party will handle information including personal Information in accordance with the Australian Privacy principles (as amended or replaced from time to time) in the Privacy Act 1988 (Cth). Please view our Privacy Policy online [www.sentis.com.au/privacy](http://www.sentis.com.au/privacy).

## **LIABILITY**

Sentis makes no warranties, direct or indirect (including, without limitation, warranties of merchantability, fitness for a particular purpose) under this Agreement in relation to the provision of our services and programs.

All conditions, warranties, undertakings or representations whether express, implied, statutory or otherwise relating in any way to the products or services under this agreement are excluded to the full permitted extent of the law.

To the extent permitted by law for any breach of non-excludable rights, the liability of Sentis is limited at the option of Sentis to:

- (a) in the case of goods:
  - (i) repair of the goods;
  - (ii) the cost of the repair of the goods; or
  - (iii) the cost of the goods; and
- (b) in the case of services:
  - (i) reprovision of the service; or
  - (ii) the cost of providing the services again.

We exclude all liability to you for the way you use or interpret our services and programs, and under no circumstances are we responsible to you or any other person for any loss, damage, cost, expenses or other claims. The liability of Sentis in respect of any claim arising out of or in connection with our Services shall not include any indirect or consequential loss of any loss of profits, loss of business or business opportunity, and any indirect or consequential loss or damages of any kind and however caused.

## INDEMNITY

Each Party to this agreement indemnifies the other party including their respective personnel from all loss incurred, sustained or suffered from whatever nature occurring from or by any connection to:

- (a) any breach of this agreement by a party or its personnel, contractors and associates;
- (b) any wilful misconduct, negligent act or omission in connection to this agreement
- (c) any personal injury, death, damage or physical loss caused or sustained due to the actions of the other party, in connection with this agreement;

This indemnity is proportionally reduced to the extent the loss, expense, damages or claim is caused or contributed to by the other party, its personnel, agents, contractors or other related party.

## LIMITATION OF REPORTS & INFORMATION PROVIDED

These Services are undertaken and performed in a professional manner however they are limited to the information provided to Sentis by the Client. Sentis is not liable for any claim arising from errors, omissions or inaccuracies in the information provided to Sentis by the Client. For Report based deliverables it is the Client's responsibility to seek necessary professional safety, regulatory, engineering, legal advice and /or consultation as necessary, including prior to implementing any recommendations.

## TERMINATION

Either party has the right to terminate this Agreement by notice in writing to the other party if the other party commits a breach of this Agreement and:

- (a) the breach is material and not capable of being rectified; or
- (b) the breach is material and is capable of being rectified and the defaulting party fails to rectify the breach within fourteen (14) days of being notified in writing of the breach by the other party.

Either Party has the right to terminate this Agreement by providing 30 days' notice in writing, or immediately in the event the other Party are subject to a winding up application or order, a receiver /manager or administrator is appointed, or the party enters into a scheme of arrangement or upon a cessation of business.

The license granted in this Agreement will also terminate:

- (a) automatically if this Agreement is terminated for a Client breach;
- (b) from the date specified in a notice of termination; or
- (c) at your request.

## FORCE MAJEURE

Sentis is not liable for any delay or failure to perform for reason of a force majeure event. Force majeure event is defined as an event beyond the reasonable control of Sentis and includes but is not limited to fire, flood, earthquake, act of god, industrial disputes, civil commotion, pandemics, epidemics, acts of war, and any natural disasters.

## PROGRAM PARTICIPANT NUMBERS

For face to face (F2F) programs a minimum of 6 and a maximum of 15 participants may participate per program. For Webinars on online product delivery a maximum of 12 may participate. An additional 3 participants can be accommodated in a program at a rate of \$1000 per person per program providing a minimum of 5 days' notice is provided.

## INSURANCE

Each Party will purchase and maintain suitable insurance policies for the nature of each parties business including but not limited to Insurance for Workers Compensation or Employers Liability Insurance as required by Law in the localities in which you operate.

## **SEVERABILITY**

If any term or provision is found to be void, illegal or unenforceable for any reason it will be omitted and severed from these terms. All other terms and provisions will remain in full force.

## **GOVERNING LAW & JURISDICTION**

This Agreement will be governed and construed by the laws of Queensland, Australia.

Trading Terms are subject to change without notice, please ensure you are always viewing our latest terms and condition, please visit [www.sentis.com.au](http://www.sentis.com.au)