

TERMS & CONDITIONS

Agreement

- 1.** These terms apply to our supply to you of the Services specified on the quote.
- 2.** We will commence providing the Services to you on the Commencement Date until the Services specified on the quote have been provided in full, or until the Agreement is terminated between the parties in accordance with this Agreement.
- 3.** The Services will be provided in accordance with applicable standards including but not limited to AS/NZS 1891, AS/NZS 5532, Safe Work Australia codes of practice, and IRATA International guidelines where applicable. The Client acknowledges that these standards may require Safe Rope Access to alter or delay work if the site or access systems are deemed unsafe.
- 4.** You must ensure Safe Rope Access is granted safe and timely access to the site as agreed.
- 5.** You agree to provide all necessary site inductions, notify us of any known risks (including asbestos, fragile surfaces, or restricted areas), and ensure that access systems (e.g., anchor points or rails) are in a compliant and serviceable condition. If additional risk assessments, equipment, or temporary systems are required due to non-compliance or inaccessibility, additional charges will apply.

Payment of the Price

- 6.** Price means the amount agreed between us as specified on the covering page of this Agreement. You agree to pay the Price by the date specified on any tax invoice we send you. If no date is stated, then payment shall be due 14 days from the date of the invoice.
- 7.** You agree that additional charges may apply for additional Services or variations to the Services.

8. If during the course of the Services we encounter access limitations, safety hazards, or changes in scope, we reserve the right to issue a revised Quote or Variation for approval prior to proceeding. We are not liable for any delays caused by such issues.

9. Subject to clause 7, you must pay the Price on the payment terms set out on the covering page of this Agreement. If you must make a payment or do any other thing on or by a day that is not a business day, you must do it on or by the next business day. Your observation of agreed time frames is of primary importance.

10. Unless we otherwise agree to you paying by instalments and note this on the covering page of this Agreement, payment is a condition precedent to delivery of the Services.

11. If you fail to pay any amount owing under this Agreement on the due date, we may, at our discretion, suspend the provision of the Services until such time as you pay all unpaid fees.

12. It is your responsibility to:

- **(a)** Verify any links received purporting to be from us. We will not be responsible for any links in emails or attachments that you access.
- **(b)** Ensure our correct bank account details are verified before payment. Discrepancies must be reported within 5 business days. Your failure to comply will not release you from the obligation to pay.

Risk and Title

13. Title in the materials or deliverables does not pass to you until we have received payment in full.

14. We may register our interest under the Personal Properties Securities Act 2009. You agree to assist with such registration.

15. Risk passes to you at the time we send or deliver the materials or deliverables.

Confidential Information and Privacy

16. Confidential Information" means any non-public information relating to either party's business or operations, except where public domain or legally disclosed.

17. Both parties agree to protect each other's Confidential Information against unauthorised access or use.

18. If information is supplied by a government body, you must keep it confidential per our instructions.

19. Both parties agree to:

- **(a)** Comply with applicable provisions of the Privacy Act 1988 (Cth).
- **(b)** Notify each other of any privacy breach and cooperate in resolving it.

20. Clauses 16-19 survive the termination of this Agreement.

21. By using our Services, you agree to our privacy policy (available on our website) and consent to our use of your personal information.

22. Unless otherwise instructed by you in writing, you authorise us to collect photographic or video evidence of work performed for reporting, documentation, and promotional purposes. We will not disclose identifying details of your premises without prior consent.

Intellectual Property

23. We retain ownership of all intellectual property rights in respect of the Services.

24. All deliverables created by us are owned by us under the Copyright Act 1968 unless otherwise agreed.

25. Upon full payment, we grant you a non-exclusive, perpetual licence to use the deliverables for your business, but you may not transfer, license, or sell them without our written consent.

26. Services are deemed completed upon delivery of the agreed scope of work or as otherwise agreed in writing. If access to certain areas is prevented due to safety concerns or client limitations, and reasonable attempts were made by us to perform the Services, those areas will be excluded from the scope of delivery and the Services will still be deemed complete.

Limitation of Liability and Indemnity

- 27.** We disclaim any warranties not required by law.
- 28.** Acceptance of materials or deliverables is established upon delivery unless you immediately notify us of any issues.
- 29.** Our liability for defective Services is limited to re-supply or replacement only. No consequential loss is covered.
- 30.** For window cleaning services, we offer a 48-hour warranty period from the time of completion. Any visible defects, marks, or uncleaned areas must be reported within this timeframe for rectification. Issues reported after 48 hours will not be covered under warranty.
- 31.** For painting services, a 5-year warranty applies only if the client engages in annual pressure cleaning of the facade. Failure to perform annual pressure washing will void the painting warranty.
- 32.** We do not provide any warranty for caulking or sealant works, including but not limited to silicone sealing, crack repairs, or penetrations. The performance and longevity of these works can be affected by uncontrollable factors such as material movement, weather exposure, surface condition, and application environment.
- 33.** You warrant all representations and information provided to us are correct and not misleading.
- 34.** Acceptance of late payments does not waive our rights.
- 35.** You agree to indemnify us and our staff from any claim, injury, loss, or damage resulting from your breach of contract or misconduct.
- 36.** This indemnity survives termination.

Third Party Services

- 37.** We may use third-party platforms or tools to deliver the Services.
- 38.** You agree we are not liable for the failure or conduct of any third-party provider.

Termination and Suspension

39. We may suspend or terminate Services if you breach this Agreement, including non-payment.

40. Either party may terminate this Agreement with 30 days' written notice.

41. On termination, you must return or destroy any of our Confidential Information or materials.

Default

42. You are in default if you fail to pay or breach any obligation.

43. You will have 5 business days to correct any default after we send notice.

44. If you do not comply, we may terminate this Agreement immediately and recover all outstanding amounts with interest.

45. You agree to cover all recovery costs and legal expenses. insurance

46. We agree to maintain the following insurance policies:

- (a) Public liability insurance – \$20,000,000
- (b) Professional indemnity insurance – \$10,000,000
- (c) Workers Compensation – as required by law

General

47. Notices must be delivered via express mail, registered post, or confirmed email.

48. This Agreement does not create a partnership, joint venture, or employment relationship.

49. Variations must be in writing and signed by both parties.

50. If any part of this Agreement is found to be unenforceable, the remainder remains valid.

51. Parties must attempt to resolve disputes by negotiation or mediation before court action.

52. We may assign or subcontract Services but remain liable for performance. You may not instruct our subcontractors without written permission.