



**SafeSphere** Consulting

# Terms of Engagement

September 2025

**SafeSphere Consulting** ABN 83 635 804 055

# **Terms and Conditions of Engagement**

## **Occupational Hygiene Consulting Services**

These Terms and Conditions ("Agreement") govern the engagement of **SafeSphere Consulting** (ABN: 83 635 804 055) ("the Consultant") by "the Client" for the provision of occupational hygiene and asbestos consulting services.

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### **1. Engagement and Scope of Services**

- 1.1 The Consultant shall provide the services described in the Consultant's Proposal, Scope of Works, or written correspondence accepted by the Client ("Services").
- 1.2 Any variation to the Services must be agreed in writing and may result in additional fees.
- 1.3 The Consultant is engaged as an independent contractor. Nothing in this Agreement constitutes an employment, partnership, or joint venture relationship.
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### **2. Fees, Invoicing and Payment**

- 2.1 The Client agrees to pay the Consultant's fees as set out in the Proposal or Fee Schedule ("Fees").
- 2.2 A **non-refundable payment of 50% of the Fees** shall be due and payable at the time of engagement and prior to confirmation of booking and commitment to agreed dates of engagement.
- 2.3 The **balance of Fees shall be payable in full prior to the Consultant releasing any reports, test results, certificates, or other deliverables.**
- 2.4 Unless otherwise agreed in writing, invoices are payable in accordance with points 2.2 and 2.3.
- 2.5 Interest shall accrue on any overdue amounts at the rate of **2% per month**, compounding monthly, until payment is received in full.

2.6 The Client shall be liable for all costs incurred by the Consultant in recovering overdue payments, including legal fees and debt recovery costs.

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### **3. Client Obligations**

3.1 The Client shall provide timely access to premises, records, personnel, and any relevant information reasonably required by the Consultant.

3.2 Where the Consultant attends site at the agreed time and access is not made available for reasons outside the Consultant's control, the Consultant reserves the right to charge the Client for:

- (a) any additional time spent on site or waiting;
- (b) any costs of re-mobilisation or rescheduling; and
- (c) any other reasonable expenses incurred as a result of the delay.

3.2 The Client warrants that all information provided to the Consultant is complete, accurate, and not misleading.

3.3 The Client is solely responsible for the implementation of any recommendations or advice provided by the Consultant.

3.4 Where the Consultant attends site at the agreed time and access is not made available for reasons outside the Consultant's control, the Consultant reserves the right to charge the Client for:

- (a) any additional time spent on site or waiting;
  - (b) any costs of re-mobilisation or rescheduling; and
  - (c) any other reasonable expenses incurred as a result of the delay.
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### **4. Deliverables and Intellectual Property**

4.1 Title to all reports, test results, data, certificates, and deliverables ("Deliverables") shall remain with the Consultant until payment in full of all Fees.

4.2 Upon full payment, the Consultant grants the Client a non-exclusive, non-transferable license to use the Deliverables for its internal business purposes only.

4.3 The Client shall not disclose Deliverables to third parties without the Consultant's prior written consent, except as required by law or regulatory authority.

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## 5. Confidentiality

5.1 Each party shall keep confidential all information of the other party which is by its nature confidential or expressed to be confidential, except as required by law or with the written consent of the other party.

5.2 This obligation survives termination of this Agreement.

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## 6. Warranties and Liability

6.1 The Consultant warrants that it will perform the Services with due care, skill, and diligence, consistent with professional standards applicable to occupational hygiene practice.

6.2 Except as expressly stated in this Agreement and to the extent permitted by law, all other warranties, conditions, and representations are excluded.

6.3 To the extent permitted by law, the Consultant's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the lesser of:

(a) the re-performance of the Services; or

(b) an amount equal to the Fees paid by the Client under this Agreement.

6.4 The Consultant shall not be liable for any indirect, consequential, special, or economic loss, including loss of profit, revenue, or business opportunity.

6.5 The Client indemnifies and holds harmless the Consultant against all claims, losses, damages, costs, and expenses arising from the Client's use or misuse of the Services or Deliverables.

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## 7. Compliance

7.1 The Consultant shall perform the Services in general accordance with applicable laws, regulations, standards, and professional guidelines relevant to occupational hygiene within the **relevant State of Territory of engagement**.

7.2 The Client shall remain responsible for compliance with its statutory and regulatory obligations as a person conducting a business or undertaking (PCBU) under work health and safety legislation.

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## **8. Term and Termination**

8.1 This Agreement commences on the date of acceptance and continues until completion of the Services, unless terminated earlier in accordance with this clause.

8.2 Either party may terminate this Agreement by giving **14 days' written notice** to the other party.

8.3 The Consultant may immediately suspend or terminate this Agreement if the Client fails to pay any Fees when due or breaches any material term of this Agreement.

8.4 Upon termination, the Client shall pay the Consultant for all Services performed up to the effective date of termination, including any costs incurred as a result of early termination.

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## **9. Force Majeure**

9.1 The Consultant shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including natural disasters, acts of government, industrial action, equipment failure, or pandemics.

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## **10. Governing Law and Jurisdiction**

10.1 This Agreement is governed by the laws of the **relevant State of Territory of engagement** and the parties submit to the exclusive jurisdiction of the courts of that State/Territory.

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## **11. Entire Agreement**

11.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

11.2 Any amendment to this Agreement must be in writing and signed by both parties.

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