

The Bethanie Group Inc – Purchase Order Terms and Conditions

1. Formation of Agreement

- (a) The following documents constitute the entire agreement between the parties (**Agreement**):
- (i) the Purchase Order;
 - (ii) these "Terms and Conditions"; and
 - (iii) any drawings, specifications and other documents referred to or attached to the Purchase Order.
- (b) In the event of any inconsistency, ambiguity or discrepancy between the documents listed in clause 1(a), the documents must be interpreted in accordance with the order set out above.

2. Engagement

- (a) Bethanie engages the Contractor and the Contractor accepts the engagement to provide the Deliverables for Bethanie in accordance with the terms of this Agreement.
- (b) For clarity, this Agreement does not prevent Bethanie from procuring equivalent or similar deliverables from third parties.

3. Deliverables

In providing the Deliverables, the Contractor must:

- (a) comply with any policies, procedures, training requirements and reasonable directions given by Bethanie, including in relation to health, safety and environment;
- (b) act in a timely, expeditious and cost-effective manner;
- (c) act in a safe manner and in a way that does not prejudice safe working practices, safety and care of property at the Site;
- (d) not cause, and must take all necessary precautions to prevent, harm, damage or nuisance to the environment;
- (e) not supply or introduce Engineered Stone to the Site and comply with any relevant Laws or recommendations where any repair, modification, removal or disposal of Engineered Stone is required;
- (f) comply with all applicable Laws;
- (g) obtain all necessary permits, licences and approvals;
- (h) co-operate with Bethanie and other contractors;
- (i) co-ordinate the performance of the Deliverables to avoid disrupting the business operations of Bethanie or other contractors at the Site;
- (j) notify Bethanie as soon as possible of any Reportable Incident or suspected Reportable Incident occurring in connection with the supply of Deliverables;
- (k) keep accurate records of the performance of the Deliverables which must be available for Bethanie to inspect for a period of 3 years after the expiry or termination of the Term;
- (l) upon Bethanie's request, provide Bethanie with any information relating to whether and how the Contractor is complying with its obligations under this Agreement; and
- (m) comply with the Special Conditions, if any.

4. Services

The following provisions apply to the extent that the Deliverables involve the performance of the Services:

- (a) the Contractor must commence the performance of the Services on the Services Start Date and as specified in the Agreement.;
- (b) the Contractor must ensure that the Contractor's Personnel:
 - (i) are competent and professional;
 - (ii) exercise the skill, care and diligence expected of a professional contractor performing services of a similar nature to the Services;
 - (iii) are suitably qualified and experienced, and have all the necessary skills, training and valid qualifications to carry out the Services;
 - (iv) hold a current National Police Certificate, which is less than three years old and which will remain less than 3 years old while the Contractor's Personnel are performing the Services, a Clearance or any other clearance or approval reasonably required by Bethanie;

- (v) are fit for work, meaning that they are in a physical, mental and emotional state that enables them to perform their tasks in a competent and diligent manner and in a manner that does not threaten the safety or health of themselves or others;
 - (vi) are vaccinated against influenza, COVID-19 and free from any communicable disease;
 - (vii) perform the Services in a conscientious manner and to the standard reasonably required by Bethanie;
 - (i) interact with Consumers in a manner which is courteous, respectful and otherwise consistent with the Care Standards;
 - (ii) work the hours and at the times set out in the Agreement and as required by Bethanie from time to time; and
 - (iii) are aware of the Contractor's obligations under this Agreement and act in a manner which ensures that the Contractor complies with those obligations;
- (c) the Contractor must, at its own expense, supply all plant, equipment and resources required for the performance of the Services, except for those items Bethanie has agreed in writing to provide;
- (d) where requested by Bethanie, the Contractor must promptly replace any Personnel who has ceased to be acceptable to Bethanie (acting reasonably).

5. Goods

The provisions in this clause 5 apply to the extent that the Deliverables involve the provision of Goods.

5.1 Delivery and installation

- (a) If Bethanie requires the Contractor to deliver the Goods, then the Contractor must:
 - (i) deliver the Goods on the Delivery Date; and
 - (ii) if required by Bethanie, install, assemble or erect the Goods at the Site.
- (b) Bethanie must pay any agreed delivery or installation costs which are incurred by the Contractor in complying with clause 5.1(a).
- (c) If Bethanie has agreed to collect the Goods, the Contractor must ensure the Goods are ready for collection and allow the Goods to be collected on the Delivery Date, at the time and at the location previously agreed to with Bethanie.

5.2 Use

Subject to any restrictions specified in this Agreement, Bethanie may use the Goods for any purposes in connection with its business.

5.3 Title and risk

Title to and risk in the Goods passes from the Contractor to Bethanie upon delivery or collection of the Goods, as applicable.

5.4 Quality of the Goods

The Contractor must ensure that all Goods supplied to Bethanie:

- (a) are new and of merchantable quality;
- (b) conform to any description of the Goods specified in the Agreement;
- (c) comply with any relevant current industry or market standard;
- (d) are fit for their intended purpose and in good working order; and
- (e) are properly, safely and securely packaged and labelled for identification and safety.

6. Documentation

- (a) The Contractor must ensure that the Documentation:
 - (i) contains sufficient information to enable Bethanie to make full use of the Deliverables;

- (ii) is accurate, free from any error, omission, ambiguity, inadequacy or deficiency and consistent with the specifications for the Deliverables as specified in the Agreement; and
 - (iii) is in English, clearly expressed and adequately explains key terms and symbols.
- (b) If the Contractor updates, revises or adds to the Documentation during the Term (if any) which is specified in the Agreement, the Contractor must provide the revised Documentation to Bethanie without charge.

7 Warranties

- (a) The Contractor warrants that in providing the Deliverables the Contractor and its Personnel will:
- (i) use reasonable care and skill and materials that are suitable for their intended purpose; and
 - (ii) comply with all recognised and relevant Australian standards and applicable Laws.
- (b) The Contractor warrants that from the date title in the Goods transfers to Bethanie, Bethanie has the benefit of all the usual manufacturers' warranties applicable to the Goods and any warranties specifically requested by Bethanie and will, when requested by Bethanie, pursue and manufacturer warranties on Bethanie's behalf.
- (c) The Contractor warrants that it and any of its Personnel who perform the Deliverables are qualified, experienced and have the necessary skills, qualifications, licences and permits to perform the Deliverables in accordance with this Agreement.
- (d) The Contractor warrants that all the Goods supplied to Bethanie:
- (i) are new and of merchantable quality;
 - (ii) are in good working order and fit for their intended purpose;
 - (iii) comply with all recognised and relevant Australian standards and applicable Laws; and
 - (iv) are free from Defects during the Warranty Period (if any).

8 Access

- (a) Subject to clause 8(c), Bethanie must provide the Contractor and its Personnel with sufficient access to the Site to enable the Contractor to provide the Deliverables.
- (b) Bethanie may from time to time impose necessary restrictions on access to the Site and limitations on possession of various parts of the Site.
- (c) Bethanie must not, and is not be obliged to, provide the Contractor with access to the Site unless the Contractor has provided to Bethanie evidence in accordance with clause 19 that all insurances the Contractor is required to effect pursuant to this Agreement before commencing the Services at the Site have been effected and continue to be maintained.

9 Fees

- (a) As consideration for the provision of the Deliverables, Bethanie must pay the Fees to the Contractor in accordance with this clause 9.
- (b) The Contractor acknowledges that:
- (i) the Fees are the only amounts payable by Bethanie for the performance of the Deliverables;
 - (ii) if the Agreement specifies a maximum price for this Agreement, the Contractor must not charge, and Bethanie is not obliged to pay, any amounts in excess of that maximum price; and
 - (iii) Bethanie may set off or deduct from the Fees any sum which Bethanie asserts is or may become due and payable by the Contractor to Bethanie.
- (c) The Contractor must issue Bethanie with a GST Act compliant tax invoice for the Fees:
- (i) upon collection or delivery of the Goods to the satisfaction of Bethanie; or
 - (ii) within 10 Business Days of the end of each month in arrears if in relation to Services.
- (d) Subject to clause 9(b)(iii), Bethanie must pay the Fees to the Contractor's Bank Account by electronic funds transfer 30 days from the end of the month in which the tax invoice is received and on the next scheduled payment run pursuant to clause 9(c).

10 Invoicing

- (a) The Contractor must submit Tax invoices quoting a Purchase Order Number to which the invoice relates, Bethanie will return tax invoices that do not quote a valid Purchase Order Number to the Contractor to allow a valid Purchase Order number to be added and then resubmitted to

Bethanie. Bethanie will not be required to pay any tax invoice that does not quote a valid Purchase Order.

- (b) The Contractor must lodge invoices electronically (Adobe PDF or Microsoft Word format) to invoices@bethanie.com.au

11 Bank Account Validation

(a) To validate banking details, the Contractor must provide a copy of an original:

- (i) (i) Voided cheque declaring the Contractor's name, bank account, bank and branch details; or
- (ii) Deposit slip declaring the Contractor's name, bank account, bank and branch details; or
- (iii) Bank statement verifying the account; or
- (iv) Letter from the Contractor's bank (on bank letterhead), confirming Contractor's name, bank account, bank and branch details.

12 Defects

- (a) During the Warranty Period, Bethanie may:
- (i) notify the Contractor of any Defects in the Goods; and
 - (ii) send the Goods to the Contractor for examination, at the Contractor's cost.
- (b) If, after examining the Goods in accordance with 12(a), the Contractor determines (acting reasonably) that the Goods contain a Defect, the Contractor must, at Bethanie's sole election:
- (i) repair the Defect in the Goods or the relevant part of the Goods at no additional cost to Bethanie;
 - (ii) replace the Goods at no additional cost to Bethanie; or
 - (iii) refund all Fees paid by Bethanie in respect of the Goods.
- (c) The Contractor must promptly rectify at its own cost, any Defect in the Services, including when directed by Bethanie.

13 Intellectual Property

- (a) The parties acknowledge and agree that:
- (i) each party's Background Intellectual Property remains vested in that party; and
 - (ii) all Intellectual Property developed by either party during the Term under or in relation to this Agreement, vests in Bethanie upon the creation of that Intellectual Property.
- (b) On the basis set out in clause 13(a)(ii), the Contractor:
- (i) hereby assigns all of its rights in respect of the Intellectual Property generated during the Term under or in relation to this Agreement, to Bethanie; and
 - (ii) must do all further things reasonably required by Bethanie in relation to the assignment referred to in clause 13(b)(i).
- (c) The Contractor grants to Bethanie a non-exclusive, perpetual, royalty-free, irrevocable, sub-licensable and transferable licence to use the Contractor's Background Intellectual Property for any purpose in relation to this Agreement.
- (d) Without limiting any other provision of this Agreement, the Contractor warrants that it will not infringe, and will be liable for, and will indemnify and keep indemnified Bethanie against, all Loss arising from any claim that the Deliverables, provision of the Deliverables or products of the Deliverables, infringe or are alleged to infringe a third party's Intellectual Property rights.
- (e) The Contractor will, if requested, procure from every person who is an author of any copyright work forming part of the Deliverables (**Material**), an irrevocable and binding consent in writing to Bethanie or its nominees from time to time, exercising all acts comprised in the copyright in the Material and any act or omission which might otherwise infringe that author's moral rights (as defined in the *Copyright Act 1968* (Cth)), including by incorporating extracts of any Material in any operating procedures, manuals or publications of Bethanie without any attribution of authorship.

14 Confidentiality

Each party (**Receiving Party**) must not, without the prior written consent of the other party (**Disclosing Party**), use any Confidential Information or disclose any Confidential Information other than:

- (a) as contemplated by this Agreement;
- (b) to the Receiving Party's Personnel who need the information to provide the Deliverables;
- (c) to the Receiving Party's legal advisors (on a confidential basis); or

- (d) where disclosure is required by Law.

15 Privacy

To the extent that the Contractor is in possession of Personal Information as a result of the provision of the Deliverables, the Contractor must:

- (a) comply with the Privacy Act in relation to the collection, use, storage and disclosure of that Personal Information;
- (b) only collect, hold, use and disclose that Personal Information for the purposes of fulfilling its obligations under this Agreement (and obtain Bethanie's consent prior to using, modifying or disclosing that Personal Information for any other purpose);
- (c) take all reasonable measures to ensure that Personal Information in its possession or control or to which it has access in connection with this Agreement, is protected against loss and unauthorised access, use, modification or disclosure;
- (d) comply with any reasonable direction, policy or guidelines of Bethanie which concern the security, use and disclosure of that Personal Information;
- (e) comply with Bethanie's privacy policy as amended, varied or replaced and notified to the Contractor from time to time;
- (f) promptly notify Bethanie if the Contractor or the Contractor's Personnel become aware of a breach or potential breach of this clause 15; and
- (g) ensure that any person who is authorised to have access to that Personal Information is made aware of, and undertakes in writing to observe, the Contractor's obligations under this clause 15.

16 Personal Property Securities

- (a) Words and phrases used in clauses 16(a) to 16(f) that have defined meanings in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.
- (b) If Bethanie determines that this Agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the Contractor consents to Bethanie effecting and maintaining a registration on the register (in any manner Bethanie considers appropriate) in relation to any security interest contemplated or constituted by this Agreement in the collateral (**Bethanie's Collateral**) and the proceeds arising in respect of any dealing in Bethanie's Collateral. The Contractor agrees to sign any documents and provide all assistance and information to Bethanie required to facilitate the registration and maintenance of any security interest.
- (c) Neither Bethanie nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA or any information contained in this Agreement and the Contractor will not authorise, and will ensure that no other party authorises, the disclosure of such information.
- (d) Clause 16(c) does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.
- (e) Bethanie need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given and cannot be excluded.
- (f) If the PPSA applies to this Agreement and Chapter 4 of the PPSA would otherwise apply to the enforcement of this Agreement, the Contractor agrees that sections 95, 118, 120, 121(4), 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142, 143 of the PPSA will not apply to the enforcement of this Agreement.

17 Indemnities

- (a) The Contractor must indemnify and keep indemnified Bethanie against, all Loss of any kind whatsoever arising from:
 - (i) any death, bodily injury or property damage which is caused by the Contractor or the Contractor's Personnel in relation to this Agreement;
 - (ii) any negligent or wilful act or omission of the Contractor or any of its Personnel in relation to this Agreement; and
 - (iii) a breach of confidence or privacy by the Contractor or the Contractor's Personnel,except to the extent that the Loss is caused or contributed to by:
 - (iv) the negligent acts or omissions of Bethanie; or
 - (v) an express direction of Bethanie to the Contractor's Personnel relating to the manner in which the Services must be performed.
- (b) Each indemnity given by the Contractor under this Agreement is a continuing obligation separate and independent from any other obligation of the Contractor under this Agreement.

18 Limitation of Liability

- (a) Subject to clause 18(c), each party's aggregate liability for Loss sustained by the other party in connection with this Agreement is limited to the Liability Cap.
- (b) Subject to clause 18(c), neither party is liable for any Indirect or Consequential Loss sustained by the other party in connection with this Agreement.
- (c) The limitations in clause 18(a) and 18(b) do not apply in relation to liability in respect of:
 - (i) breach of confidence or privacy;
 - (ii) death, bodily injury or property damage;
 - (iii) fraud or wilful default; or
 - (iv) the indemnity provided by the Contractor under clauses 13(d) or 30(d).

19 Insurance

- (a) The Contractor must effect and maintain the insurance policies specified in the Schedules for the duration of the Term, plus any additional period following the expiry or termination of this Agreement and any other terms as specified in the Schedules.
- (b) Prior to commencing the Deliverables, the Contractor must, if requested by Bethanie, provide evidence of the insurances in clause 19(a) to Bethanie in the form of a 'Certificate of Currency'.
- (c) The Contractor must promptly:
 - (i) rectify anything which might prejudice any policy of insurance and reinstate the policy of insurance if it lapses; and
 - (ii) notify Bethanie immediately if an event occurs which gives rise or might give rise to a claim under a policy of insurance or which could prejudice a policy of insurance, or if any policy of insurance is cancelled.

20 Australian Consumer Law

- (a) The Contractor acknowledges that Bethanie may, in some circumstances, also have rights as a consumer under the Australian Consumer Law and other laws which cannot be excluded, modified or restricted (**Consumer Rights**). These rights may relate to conditions, warranties and guarantees in relation to the Goods and Services.
- (b) Nothing in this Agreement excludes, restricts or modifies any Consumer Rights that Bethanie may have.

21 Term and termination

- (a) This Agreement commences on the Commencement Date and continues for the Term, subject to any earlier termination in accordance with this clause 21.
- (b) Either party may terminate this Agreement immediately by written notice if the other party:
 - (i) suffers an Insolvency Event;
 - (ii) breaches a material term of this Agreement which is incapable of remedy; or
 - (iii) breaches a term of this Agreement which is capable of remedy but fails to remedy such breach within 7 Business Days' notice of such breach by the other party.
- (c) In addition to its rights in clause 21(b), Bethanie may terminate this Agreement for convenience on 30 Business Days' written notice to the Contractor.
- (d) If this Agreement is terminated in accordance with clause 21(b) or 21(c), without limiting any other rights the parties have under this Agreement, Bethanie is only liable to pay the Contractor for Deliverables performed up until the date of termination.
- (e) This Agreement may be terminated by either party by giving 30 days written notice to the other party of such termination and upon the expiration of that notice period the Term shall thereupon terminate.

22 Suspension

- (a) Bethanie may direct the Contractor to suspend the performance of any or all of the Deliverables at any time, for any reason and for such period as Bethanie may determine in its absolute discretion.
- (b) Unless a suspension is directed by Bethanie pursuant to clause 22(a) solely for Bethanie's convenience, the Contractor must bear all costs associated with any suspension.
- (c) The Contractor must take all reasonable action to mitigate the costs associated with any suspension for which Bethanie is required to pay costs.

23 Force Majeure

- (a) To the extent that Force Majeure prevents a party from performing its obligations under this Agreement, then that obligation is suspended for as long as the Force Majeure subsists.
- (b) For the purposes of clause 23(a), "Force Majeure" means an event or circumstance which is beyond the reasonable control of a party, including any act of God, fire, flood, earthquake, explosion, cyclone, war, terrorism, revolution, third party industrial dispute or governmental restraint.

24 Sub-contracting

- (a) Subject to the approval of Bethanie, the Contractor may subcontract the work to be performed under the Contract. Subcontractors specified in the Schedules will be deemed approved. The Contractor is responsible for ensuring that any obligations which it subcontracts are performed by the subcontractor concerned. The Contractor will ensure that each subcontractor is aware of the provisions of this Contract relevant to that part of the work which the subcontractor is to perform.
- (b) The Customer may on reasonable grounds request withdrawal and/or replacement of any subcontractor.

25 GST

- (a) Any amounts payable under this Agreement or referred to in this Agreement which are relevant in determining a payment to be made by one party to the other, are calculated or expressed exclusive of GST (unless otherwise expressly stated).
- (b) If GST is or becomes payable by a party for a supply under this Agreement, the recipient must pay to the supplier an amount equal to the GST payable on that supply. If an invoice has not been correctly prepared in accordance with the requirements of the GST Act, then the recipient of that tax invoice may request the other party to cancel that invoice and issue a new invoice that has been correctly prepared in accordance with the requirements of the GST Act.
- (c) A tax invoice for an amount payable under this clause 25 must be provided by the supplier to the recipient before the recipient is obliged to make such payment.

26 Modern Slavery Laws

- (a) The Contractor warrants that it has not and does not, and its Personnel have not and do not, engage in any activity or practice that would constitute Modern Slavery and, having made all reasonable enquiries, it is not aware of any activity, practice or circumstance within its supply chain that would constitute Modern Slavery.
- (b) The Contractor must:
 - (i) not engage in Modern Slavery, and must use reasonable endeavours to ensure that the Contractor's Personnel and the Contractor's suppliers do not engage in Modern Slavery;
 - (ii) comply, and ensure its Personnel and the Contractor's suppliers comply, with the Modern Slavery Laws; and
 - (iii) notify Bethanie as soon as reasonably practicable of any instance of Modern Slavery identified in the Contractor's operations or supply chains, and any steps the Contractor has taken, or proposes to take, in response to the instance of Modern Slavery.
- (c) The Contractor must provide all reasonable assistance to Bethanie to enable it to comply with its obligations under the Modern Slavery Laws and to identify and address the risks of Modern Slavery in its supply chains, including assisting Bethanie to conduct an audit of the Contractor and its Personnel to assess compliance with this clause 26.
- (d) In addition to Bethanie's other rights under this Agreement, the Contractor acknowledges and agrees that failure to comply with this clause 26 may result in Bethanie not awarding a contract for goods or services to the Contractor in the future.
- (e) The Contractor must include rights in contracts with suppliers and subcontractors to enable the Contractor to comply with its obligations under this clause 26.

27 Law

These terms are governed by the laws of Western Australia. Bethanie and the Contractor submit to the non-exclusive jurisdiction of the courts of Western Australia.

28 Disputes

- (a) If a party notifies the other party that a dispute has arisen in connection with this Agreement, senior representatives of each party must meet within 10 Business Days after such notice and attempt to resolve the dispute.

- (b) If a dispute is not resolved within 30 days after a notice is given under clause 28(a) (or such further period agreed between the parties), any party may refer the dispute to litigation.
- (c) In the event of a dispute, the parties must continue to perform their obligations under this Agreement, except where the dispute relates to payment of moneys which Bethanie is entitled to withhold.
- (d) Nothing in this clause 28 prevents either party from commencing proceedings seeking urgent or interlocutory relief.

29 Notices

Any notice or other communication relating to the Agreement must be in writing in English, signed by the sender or its agent, and either hand delivered, sent by pre-paid post or pre-paid airmail or faxed to a party at the address or fax number set out in the Schedules.

30 General

- (a) **Survival of terms:** Each party's obligations under clauses 7, 13, 4, 155, 17, (b), 18, 20 and 6 to 32 survive the termination of this Agreement.
- (b) **Variations:** This Agreement may only be varied by written agreement between the parties.
- (c) **Assignment and subcontracting:** The Contractor must not assign its interest in or subcontract the provision of the Deliverables pursuant to this Agreement, without Bethanie's prior consent (which must not be unreasonably withheld). The Contractor is responsible for acts or omissions of any subcontractor as if they were the Contractor's acts or omissions.
- (d) **Relationship of the parties:** The Contractor and its Personnel, in providing the Deliverables, are independent contractors and not the agents or employees of Bethanie. The Contractor indemnifies Bethanie against, and must pay any amount in respect of, any claims by the Contractor's Personnel that they are employees or agents of Bethanie.
- (e) **Prohibition, enforceability and severance:** If any provision of this Agreement is invalid under the Law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not, except where this would materially affect the nature or effect of the parties' obligations under this Agreement.

31 Definitions

In this Agreement:

Access Fee means the access fee specified in the Agreement, if any.

Aged Care Act means the *Aged Care Act 1997* (Cth).

Aged Care Code of Conduct means the Code of Conduct under the *Aged Care Quality and Safety Commission Rules 2018* (Cth).

Aged Care Quality Standards means the *Quality of Care Principles 2014* (Cth).

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Background Intellectual Property in relation to a party means Intellectual Property rights owned by the party prior to the commencement of this Agreement or which did not come into existence by reason of the provision of the Deliverables.

Bethanie means The Bethanie Group Inc (ABN 60 992 323 648) of 216 Stirling Highway, Claremont, Western Australia.

Business Day means a day on which banks are open for general banking business in Perth, Western Australia, excluding a Saturday, Sunday or public holiday.

Care Standards means any Laws governing the provision or funding of aged care, disability care or any other services and supports provided to older persons or persons living with disability, including but not limited to the:

- (a) Aged Care Act;
- (b) Aged Care Code of Conduct;
- (c) Aged Care Quality Standards;
- (d) NDIS Act;
- (e) NDIS Code of Conduct;
- (f) NDIS Practice Standards; and
- (g) NDIS Rules,

as amended from time to time and includes any replacement or subsequent legislation.

Clearance means a current and operative decision made under the NDIS Rules in response to an application for an NDIS worker screening check with the effect that the person who made the application is cleared to work with people with disability in a Risk Assessed Role..

Commencement Date means the date on which the Contract starts which is specified in the Agreement.

Confidential Information means all information regardless of its form which is disclosed directly or indirectly by one party to the other and treated or designated as confidential by the disclosing party or which the receiving party knows, or ought to know, is confidential.

Consumer means any client of Bethanie or any aged person or person with disability residing at a Bethanie site.

Contractor means the contractor as specified in the Agreement.

Contractor's Bank Account means the bank account provided to Bethanie by the Contractor to facilitate payment of the Fees.

Defect means any defect, error, damage, deficiency, fault or inadequacy in the design, materials, performance, workmanship, quality or composition.

Deliverables means the deliverables to be provided by the Contractor and may include the:

- (a) Goods; or
- (b) Services,

or both.

Delivery Date means the date listed in the Agreement.

Documentation means:

- (a) any training manuals, user manuals, operating manuals, technical manuals or other documentation specified in the Agreement; and
- (b) any other documentation which is necessary for the effective installation, operation, and use (and, where applicable, modification, development and maintenance) of any Deliverables supplied by the Contractor, whether in electronic form or otherwise.

Engineered Stone has the meaning given under section 184A(3) of the Model WHS Regulations.

Goods means the goods specified in the Agreement, including any Documentation provided with the goods.

Fees means the fees for the Deliverables as specified in the Agreement.

GST means the tax levied on goods and services under the GST Act.

GST Act means the *A New Tax System (Goods and Deliverables Tax) Act 1999* (Cth) (as amended) and any other act, ordinance, regulation, public binding ruling, or subordinate legislation relating to the imposition of GST.

Indirect or Consequential Loss means loss of profit, loss of revenue and loss of goodwill.

Insolvency Event in relation to a party means:

- (a) the bankruptcy, winding up or insolvency of that party;
- (b) that party enters into any scheme of arrangement or composition; or
- (c) a receiver or administrator is appointed to any property of that party.

Intellectual Property means all intellectual and industrial property rights, including trademarks, copyright (including future copyright), inventions, patents, designs, circuits and other eligible layouts and database rights, including any application or right to apply for registration of any of these rights.

Law means any law in force in Australia, whether common law, equity or any law under any statute, ordinance or code and includes subordinate legislation.

Liability Cap means the liability cap as specified in Clause 18.

Loss means any cost, claim, expense, loss, damage, or other liability or indebtedness, present or future, contingent or actual.

Modern Slavery has the meaning given in the *Modern Slavery Act 2018* (Cth) and includes trafficking in persons, slavery, servitude, forced marriage, forced labour, debt bondage, deceptive recruiting for labour or services and the worst forms of child labour.

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), and any other laws or regulations relating to Modern Slavery in force in Australia, and, where relevant, in other jurisdictions including international anti-slavery and human trafficking laws. **National Police Certificate** means a police certificate that satisfies the police check requirements under the *Accountability Principles 1998*, made pursuant to the *Aged Care Act 1997* (Cth).

NDIS Act means the *National Disability Insurance Scheme Act 2013* (Cth).

NDIS Code of Conduct means the *National Disability Insurance Scheme (Code of Conduct) Rules 2018* (Cth).

NDIS Practice Standards means the *National Disability Insurance Scheme (Provider Registration and Practice Standards) Rules 2018* (Cth).

NDIS Rules means the *National Disability Insurance Scheme (Practice Standards – Worker Screening) Rules 2018* (Cth).

Personal Information means information or an opinion however stored, whether recorded in a material form or not, whether true or not true, about an identified individual or an individual who is reasonably identifiable from the information or opinion.

Personnel means all employees, agents and contractors of the relevant party, and, in the case of the Contractor, includes any subcontractors.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPS Law means:

- (a) the PPSA;
- (b) any provision of the PPSA or regulations made at any time under the PPSA;
- (c) any amendment to any of the above, made at any time; or
- (d) any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA.

Privacy Act means the *Privacy Act 1988* (Cth).

Purchase Order means a document issued by Bethanie in order to purchase services and Goods.

Reportable Incident means any incident or allegation falling within the definition of:

- (a) a reportable incident under the NDIS Act; or
- (b) a serious incident under the Aged Care Act.

Services means the services specified in the Agreement, including any Documentation provided in performance of the services.

Services Start Date means the date specified in the Agreement.

Site means the location specified in the Agreement.

Special Conditions means the special conditions specified in the Agreement.

Term means the term (if any) specified in the Agreement or, if no term is specified, the period until completion of the agreed Services or delivery of the Goods.

Warranty Period means the period specified in the Agreement.

32 Interpretation

In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural includes the singular; words of any gender include all genders; a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; a reference to a party to a document includes that party's successors and permitted assigns; and specifying anything in this Agreement after the word "includes" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary.



Bethanie
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