

## CONSULTING TERMS AND CONDITIONS

### PART 1 – GENERAL TERMS AND CONDITIONS

#### 1. Definitions and interpretation

1.1. In these Terms of Engagement, capitalised terms have the following meanings unless otherwise indicated:

**Goal** means Goal Professional Services Pty Ltd ACN 122 098 695 trading as “Goal” and all its trading divisions including Goal Group.

**Claim** means any demand, claim, action, proceeding, judgment, damage, loss, cost expense, or liability incurred by or against a party, however arising and whether present, unascertained, immediate, future or contingent and whether or not arising in relation to matters which occurred in the past.

**Commencement Date** means the date on which a Contract commences.

**Confidential Information** means any of Goal’s information (regardless of the form of disclosure or the medium used to store or represent it) and includes all information which:

- (a) related to any Contract Material;
- (b) is the property of Goal or a related company of Goal;
- (c) is disclosed in writing, orally or by any other means by Goal or its employees, or by any person on behalf of Goal to the Customer or employees or contractors of the Customer by any means; or
- (d) otherwise comes to the knowledge of the Customer or its employees or contractors by any means, including through the Customer’s involvement with Goal and its business operations,
- (e) but does not include information which becomes generally available to the public rather than as a result of disclosure by the Customer.

**Consulting and Professional Services** means the consulting and professional services Goal may provide the Customer pursuant to Part 5 and as further described in the applicable Quote or Invoice.

**Contract** means the contract between Goal and the Customer for the provision of Services and/or Goods, and includes these Terms of Engagement and all applicable EHA Forms, Enrolment Forms, Quotes and Invoices between Goal and the Customer.

**Contract Material** means all documents, specifications, drawings, designs, writings, samples, layouts, proposals and other material, in whatever format or embodiment, created or provided by Goal to the Customer under a Contract.

**Contracted Staff Member** means a staff member of Goal who performs the Labour Hire Services.

**Customer** means the party named in the applicable Quote, Invoice or EHA Form.

**Daily Rate** means the daily rate for the Goods Hire Services, as set out in the applicable Schedule of Rates.

**Delivery Date** means the date for delivery of Goods as specified in an applicable Quote or Invoice or otherwise notified in writing to the Customer by Goal.

**Document** has the meaning described in clause 5.1.

**Economic Loss** means loss of revenue, loss of profit, loss of custom, loss of goodwill, loss of overhead recovery, loss of business opportunity, loss of the use of money, loss of use of property, loss of contract, loss of production, loss or payment of financing charges or cost recovery, opportunity cost, payment of liquidated sums, payment of damages (whether under any other agreement or otherwise).

**Inspection Services** means inspections, audits and other related services to determine compliance with relevant laws and standards, including the creation and provision of related Contract Material, which Goal may provide the Customer pursuant to these Terms of Engagement and as further described in the applicable Quote or Invoice.

**Insolvency Event** means, in relation to a party:

- (a) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts;
- (b) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (c) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party’s business, assets or securities;
- (d) a presumption of insolvency has arisen under legislation because of the party’s failure to comply with a statutory demand or analogous process;
- (e) an application for the winding up or, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re-amalgamation, is presented and not withdrawn or dismissed within [21] days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (f) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (g) that is an individual, a creditor’s petition or a debtor’s petition is presented to the Official Receiver or analogous authority in relation to that party;
- (h) an execution or analogous process is levied or enforced against the property of that party;
- (i) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (j) that party disposes of, or threatens to dispose of, a substantial part of its assets; or
- (k) that party is unable to pay the party’s debts as and when they become due and payable

**Instructions** means all relevant information for Goods including operation manuals, instructions, safe operating procedures, manufacturer’s instructions and other directions provided by Goal for the Goods whether or not in writing.

**Intellectual Property Rights** means all present and future rights to:

- (a) trade marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and
- (b) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

**Invoice** means an invoice for Goods or Services issued by Goal to the Customer.

**Labour Hire Services** means the labour hire services agreed between the Customer and Goal to be provided to the Customer by Contracted Staff Members under Part 4.

**Law** means any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

**Part** means a Part of these Terms of Engagement.

**Placement Fee** means the applicable fee specified in clause 8.5.

**Price** means the amount payable by the Customer to Goal for the performance of a Service or delivery of Goods.

**Quote** means a job quotation issued by Goal to the Customer in relation to a request for Goods or Services.

**Schedule of Rates** means the applicable Goal schedule of rates for a relevant Service as amended from time to time.

**Service** means any service performed by Goal for the Customer under a Contract, including Consulting and Professional Services, Labour Hire Services, and Training Services.

**Site** means, in relation to:

- (a) Part 1, the meaning assigned to that term in any or all of paragraphs (b) to (e) below, as the context dictates;
- (b) Part 2, the address or location to which Goal will deliver the Goods on behalf of the Customer and that is specified in an applicable Quote or Invoice or otherwise notified by Goal to the Customer in writing;
- (c) Part 3, the location at which the Goods will be delivered;
- (d) Part 4, the location at which the Labour Hire Services will be performed; and
- (e) Part 5, the location at which the Consulting and Professional Services will be performed.

**Term** means the term of a Contract as described in clause 3.

**Terms of Engagement** means these Terms and Conditions of Engagement including all Parts.

1.2 In these Terms and Conditions of Engagement, unless the context otherwise requires:

- (a) **(headings)** headings are for convenience only and do not affect interpretation;
- (b) **(singular)** the singular includes the plural and vice versa;
- (c) **(includes)** a reference to "includes" means "includes, but is not limited to";
- (d) **(corresponding meanings)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) **(other entities)** a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other entity includes any of them;
- (f) **(successors and assigns)** a reference to a Party to a document includes that Party's permitted successors, assigns, administrators and substitutes;
- (g) **(rules of construction)** no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of a Contract;
- (h) **(joint and several)** an agreement on the part of 2 or more persons binds them jointly and severally; and
- (i) **(writing)** a reference to a notice from, consent or approval of a party and agreement between the parties, means a written notice, consent, approval or agreement.

1.3 If there is any inconsistency or conflict between any of the documents forming part of a Contract, those documents will be interpreted in the following order of priority to the extent of the inconsistency of conflict:

- (a) Enrolment Form;
- (b) Invoice;
- (c) Quote; and
- (d) Terms of Engagement.

1.4 If there is any inconsistency or conflict between any Invoices or Quotes issued to the Customer in connection with a Contract, then the later dated Invoice or Quote takes priority and will apply to the extent of the inconsistency or conflict.

## 2. Formation of contract

2.1 Following its receipt of the Customer's request for Services or Goods, Goal will issue the customer a Quote or Form that sets out:

- (a) The estimated Prices for the requested Services or Goods calculated with reference to the application Schedule of Rates; and
- (b) Any other relevant details or information regarding the requested Services or Goods.

2.2 The Customer's acceptance of a Quote also constitutes:

- (a) Acceptance of these Terms of Engagement and their application to the Services or Goods supplied or sold to the Customer by Goal; and
- (b) Formation of the Contract between the Customer and Goal.

2.3 Each accepted Quote constitutes a separate Contract for Services of Goods between the Customer and Goal which incorporates these Business Terms.

2.4 The Commencement Date for a Contract will be the earlier of:

- (a) The date on which the Customer notifies Goal that it accepts the first Quote issued by Goal; or
- (b) The date of the first work is performed and acknowledged by the parties.

## 3. Term

3.1 A Contract commences on the commencement Date and will continue until:

- (a) Expiration of all applicable Hire Periods;
  - (b) Completion of all applicable Services; and
  - (c) Completion of any sale of Goods to the Customer
- whichever applies unless terminated earlier in accordance with the Contract.

## 4. Services

4.1 Subject to the Customer's payment of all applicable Invoices, Goal will provide Services to the Customer in accordance with the applicable Contract.

4.2 Goal may, without penalty or liability to the Customer, refuse to provide any part or all of the Services if, in its reasonable opinion, providing the relevant part or all of the Services may present a safety hazard for any person involved in providing the Services.

4.3 Any times for the performance of Services made known to, or requested by, the Customer are estimates only and Goal will not be liable for any Claim for late or non-performance if;

- (a) Goal is ready to perform Services in accordance with the applicable Quote but the Customer is unable or unwilling to allow Goal to commence performance of the Services; or
- (b) The performance of the Services is delayed or suspended for any reason other than the default of Goal, Goal may provide an Invoice for, and the Customer must pay, Goal's reasonable costs and expenses of the delay or suspension.

## 5. Contract material prepared by Goal

- 5.1. Goal will prepare Contract Material:
- In connection with its performance of the relevant Services in accordance with the applicable Contract;
  - Based on the Customer's instructions and information provided by the Customer or on its or on the Customer's behalf;
  - Taking into account information known to Goal at the issue date of, or any earlier effective date specified in, the relevant Contract Material (Effective Date); and
  - Solely for the specific purpose set out in the agreed scope of work to which a Contract applies or otherwise confirmed in writing by Goal (Agreed Purpose).
- 5.2. Without prejudice to any other exclusion or limitation of liability in any Contract and to the maximum extent permitted by Law, neither Goal nor any of its employees, agents or contractors will accept any liability or responsibility of any kind arising out of or in connection with:
- The use of, or reliance on, any Contract Material (or any part of the Contract Material) by any person other than the Customer;
  - The use of, or reliance on, any Contract Material (or any part of the Contract Material) by the customer for any purpose other than the Agreed Purpose;
  - Reliance on inaccurate or misleading information provided by the Customer or on the customer's behalf or obtained from any third party source, except to the extent it is not reasonable in all the circumstances for Goal to rely on that information; or
  - Any fact or circumstance arising after the Effective Date.

## 6. Payment

- 6.1. Subject to any other payment terms specified in a subsequent Part of these Terms of Engagement or a Contract, the Customer must pay Goal all amounts stated in an Invoice within 30 days of the date of the Invoice.
- 6.2. The Customer authorises Goal to complete and submit all documentation on behalf of the Customer required to enable payment through any credit card (if available) or direct debit system. Goal may, in addition to the Price, charge a credit card fee of 1.5 – 3% of the total Price for payment by credit card. Goal reserves the right to refuse payment by credit card, including where payment is not made in accordance with any Part of these Terms of Engagement or otherwise in accordance with the applicable Contract.
- 6.3. The Customer must pay interest to Goal at the rate of 1% per month on any Invoice amount which is overdue, where such interest will be calculated from the date it became due until the date it is paid.
- 6.4. All prices exclude GST and stamp duty unless otherwise expressly specified in an Invoice or an Enrolment Form, and the Customer must pay all GST and Stamp Duty on the Price (where applicable).

## 7. Intellectual property rights

- 7.1. All Intellectual Property Rights in relation to all Contract Material:
- Produced by Goal in connection with a Contract immediately vests in Goal; or
  - Which is otherwise disclosed or made accessible by Goal to the customer remains the sole property of Goal.
- 7.2. Subject to the Customer's payment of all Invoices in accordance with a Contract, Goal grants the Customer a non-exclusive, non-transferrable licence to use the Contract Material during the Term to the extent

## 8. Non-poach

- 8.1. The Customer must not employ, or solicit the employment of any individual member of Goal's employees (including any Contracted Staff Member) while they are engaged in the performance of the Services.
- 8.2. If any of Goal's employees cease to work for Goal as a result of the Customer's breach of clause 8.1, the Customer must:
- pay Goal the applicable Placement Fee; and
  - allow any further reasonable time that may be required by Goal to replace the individual employee of Goal in relation to the provision of the Services.
- 8.3. The Customer must pay the Placement Fee if a Goal employee ceases performing the Services and takes up employment with another company working on the Site performing similar Services.
- 8.4. If Goal is unable to perform the Services due to the Customer's breach of clause 8.1, or as a result of the employment of any of Goal employees by any other contractor at the Site, then Goal may:
- suspend performance of the Services until such time as the individual employee is replaced; and
  - provide the Customer an Invoice for, and the Customer must pay, the reasonable costs and expenses of the suspension.
- 8.5. The Placement Fee is calculated as a percentage of the Goal employee's total annual remuneration (salary plus superannuation and other benefits e.g. vehicle) in accordance with the following
- 8.6. Fee Schedule:

Remuneration and Placement Fee Less than 6 months		Remuneration and Placement Fee More than 6 months	
\$0 - \$99,999	25%	\$0 - \$99,999	18%
\$100,000+	28%	\$100,000+	22%

## 9. Staff member performance concerns

- 9.1. The Customer should advise Goal as soon as is practical if it is not satisfied with the work, performance of service or behaviour of Goal staff.

## 10. Indemnity

- 10.1. The Customer indemnifies Goal and its officers, employees and agents from and against all Claims that may arise as a result of or in connection with:
- A breach of a Contract (including a breach of warranty) by the Customer or its officers, employees and agents;
  - Any unlawful act of the Customer or its officers, employees and agents;
  - Any improper, careless or negligent act or omission of the Customer or its officers, employees and agents; or
  - Goal's entry upon the Site

## 11. Exclusion of warranties

- 11.1. To the maximum extent permitted by Law, Goal excludes all warranties and conditions in relation to Goods or Services imposed by statute or otherwise implied.
- 11.2. To the extent that a term implied by Law cannot be excluded, Goal's liability to the Customer for a breach of a Contract or any defective Goods or Service is limited (at Goal's option) to:
  - (a) In the case of Goods, replacing, repairing or paying the cost of replacing or repairing the Goods; or
  - (b) In the case of Services, supplying the Services again or paying the cost of having the Services supplied again.
- 11.3. Despite any other provision of a Contract and to the fullest extent permitted by law, Goal will not be liable to the Customer for any amount, liability or other Claim in connection with the Contract to the extent that the amount, liability or Claim is for Economic Loss or any special, indirect or consequential loss.

## 12. Limitation of liability

- 12.1. The Customer is solely liable and responsible for any Claims arising from or in connection with:
  - (a) The Services; or
  - (b) Its use of the Goods other than in accordance with any specification or instruction provided by Goal in relation to the Goods.
- 12.2. Notwithstanding any other provision of a Contract, Goal's total liability to the Customer in connection with the Contract is limited to an amount equal to the Price.

## 13. Confidentiality

- 13.1. The Customer covenants with Goal that it:
  - (a) Will only use the Confidential Information for the purpose approved by Goal in writing; and
  - (b) Will not disclose, or permit to be disclosed Confidential Information to any person without the prior written consent of Goal, except:
    - 1) As required by Law; or
    - 2) To bona fide independent consultants or advisors of the Customer, provided they are subject to equivalent confidentiality obligations.
- 13.2. The Customer must, upon written request by Goal, and in any event at the end of the Term, return to Goal all Confidential Information including all copies and duplicates in whatever form.
- 13.3. Nothing in this clause 13 derogates from any obligation which the Customer may have either under the Privacy Act 1988 (Cth) or equivalent state laws as amended from time to time, or under a Contract, in relation to the protection of personal information.
- 13.4. This clause 13 survives the expiration, termination or frustration of a Contract.

## 14. Termination

- 14.1. Goal may terminate a Contract:
  - (a) At any time without cause of liability to the Customer by giving 14 days prior written notice of termination; or
  - (b) Immediately by written notice if:
    - 1) The Customer breaches the Contract and has failed to remedy the breach within 14 days of being notified of the breach by Goal;
    - 2) The Customer commits an irremediable breach of the Contract; or
    - 3) The Customer experiences an Insolvency Event.
- 14.2. On termination of a Contract by Goal for whatever reason, the Customer must immediately return all Goods supplied and owned by Goal.

## 15. Dispute resolution

- 15.1. If an issue, dispute or difference between or among any of the parties arises out of, or in relation to, a Contract (Dispute), a party to the Dispute (Disputant) must not commence any court proceedings in relation to the Dispute unless the Disputants have complied with the clause except where a Disputant seeks urgent interlocutory relief.
- 15.2. A Disputant may give written notice (Notice of Dispute) to the other Disputants specifying:
  - (a) The nature of the Dispute;
  - (b) The alleged basis of the Dispute; and
  - (c) The position which the Disputant issuing the Notice of Dispute believes is correct.
- 15.3. If the Dispute is not resolved within 7 days after the last date on which a Notice of Dispute is given, each Disputant must nominate a suitable senior executive as its representative with the authority to settle the Dispute.
- 15.4. If the Dispute is not resolved within 21 days of referral to senior executives under clause 15.3, the Disputants must mediate the Dispute in accordance with the mediation rules of the Law Society of New South Wales, and unless otherwise agreed in writing by the parties and the President of the Law Society of New South Wales (or the President's nominee) will select the mediator and determine the mediator's remuneration.

## 16. Personal Property Securities Act 2009 (PPSA)

- 16.1. In this clause
  - (a) 'Financing Statement' has the meaning given to it in the PPSA;
  - (b) 'Financing Change Statement' has the meaning given to it in the PPSA;
  - (c) 'PPS Register' means the Personal Properties Securities Register established under section 147 of the PPSA;
  - (d) 'Security Agreement' has the meaning given to it in the PPSA; and
  - (e) 'Security Interest' has the meaning given to it in the PPSA.
- 16.2. Upon execution of the Agreement by the Customer, the Customer acknowledges and agrees that this Agreement:
  - (a) Constitutes a Security Agreement; and
  - (b) Creates a Security Interest in all goods supplied, whether by sale or hire, pursuant to this Agreement (Goods).
- 16.3. The Customer undertakes to:
  - (a) Promptly sign any further documents and provide any further information (such information to be complete, accurate and up-to date in all respects) which Goal may reasonably require to:
    - 1) register a Financing Statement or Financing Change Statement on the PPS Register in relation to a Security Interest over the Goods;

- 2) register any other document on the PPS Register which is necessary to perfect Goal's Security Interest over the Goods; or
  - 3) correct a defect in any document referred to in clause 16.3(a)(1) and 16.3(a)(2);
  - (b) indemnify, and upon demand reimburse, Goal for all expenses incurred in registering a Financing Statement or Financing Change Statement on the PPS Register;
  - (c) not register a Financing Statement or a Financing Change Statement in respect of the Goods without the prior written consent of Goal;
  - (d) not register, or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Goods in favour of a third party without the prior written consent of Goal;
  - (e) keep full and complete records of the Goods; and
  - (f) without limiting any other right Goal may have, immediately return the Goods if requested to do so by Goal following non-repayment of any amount owing by the Customer to Goal or following the breach of any other obligation of the Customer.
- 16.4. Goal and the Customer agree that sections 96 and 125 of the PPSA do not apply to this Agreement.
- 16.5. The Customer waives its right to receive notices or statements under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 16.6. The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 16.7. Unless otherwise agreed to in writing by Goal, the Customer waives its right to receive a Verification Statement in accordance with section 157 of the PPSA.

#### 17. General

- 17.1. No amendment to a Contract will be binding on any party unless made in writing properly and duly executed by the party.
- 17.2. The failure of Goal to exercise any right arising as a result of a breach by the Customer of a Contract will not waive that right, nor will any practice developed between the parties waive or lessen Goal's rights under the Contract.
- 17.3. The Customer must not assign, novate or otherwise encumber its rights under a Contract unless the Customer is subject to a change in control, in which case the Contract may be assigned with Goal written consent.
- 17.4. A Contract will be construed in accordance with the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 17.5. Some clauses continue to apply after termination or expiration of a Contract.
- 17.6. If any provision of a Contract is, for any reason, considered or found by a court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, that provision is to be severed from the remainder of the provisions of the Contract. The remainder or the provisions of the Contract will remain in full force and effect unless the basic purposed of the Contract are defeated.
- 17.7. Any person signing or purporting to sign a document on behalf of the Customer warrants that they have the authority of the Customer to sign, and indemnifies Goal against all losses incurred if that person does not have such authority.
- 17.8. If the Customer is more than one person, the Customer is jointly and severally liable under a Contract.
- 17.9. The laws of New South Wales govern a Contract and the parties submit to the non-exclusive jurisdiction of the New South Wales courts.

#### 18. Privacy

- 18.1. Goal collects personal information to assist it in providing the Goods or Services the Customer has requested and to improve its products and Services. Goal and all related companies may be in touch to let the Customer know about Goods, Services or promotions which may be of interest to the Customer. The Customer should let Goal know it is objects to this and if it would prefer not to be contacted with special offers or in relation to Goal's other Goods and Services.

#### 19. Supply of goods

- 19.1. The provisions described in the clause apply to a Contract if the Customer has accepted a Quote for the purchase of, or otherwise has agreed in writing to purchase, Goods from Goal.
- 19.2. Goal will supply the Goods to the Customer as described in the applicable Quote.
- 19.3. Risk in the Goods passes to the Customer on delivery in accordance with clause 19.5.
- 19.4. Title in the Goods does not pass to the Customer until the Customer has paid for the Goods in full accordance with the applicable Contract.
- 19.5. Delivery will be taken to have occurred:
  - (a) At the time when the Goods are delivered to the Site (including by collection by or on behalf of the Customer); or
  - (b) If a Customer's representative is not able to take delivery of the Goods at the Site at a delivery time made known to the customer by Goal for any reason, Goal may return the Goods to Goal's nearest premises or leave the Goods at the Site if appropriately secure.
- 19.6. The Customer acknowledges and accepts:
  - (a) It is liable for all costs incurred in returning the Goods to Goal's premises under clause 19.5(b); and
  - (b) Goal is not liable for any Claim arising as a result of or in connection with the Goods being left at the site under clause 19.5(b).
- 19.7. Any Delivery Date is an estimate only and Goal is not liable to the Customer for any Claim arising from late or non-delivery of Goods.
- 19.8. Any Delivery Date requested by the Customer must not be earlier than any delivery lead time made known by Goal to the Customer.
- 19.9. Goal may deliver Goods by instalments and each instalment will be deemed to be sold by Goal to the Customer under a separate Contract. Failure of Goal to deliver any instalment will not entitle the Customer to cancel the balance of the instalments. If the Customer defaults in payment for any instalment, Goal may elect to treat the default as a breach of all Contracts related to the applicable Goods.
- 19.10. Goal will use reasonable endeavours to ensure the Customer receives the full benefit of all warranties provided by any manufacturer of any Goods but, except as otherwise expressly stated in a Contract, does not make any warranties or representations in relation to the Goods.
- 19.11. At the request of Goal, the Customer must pay storage charges to Goal at commercial rates reasonably determined by Goal for the period of time during which any Goods are stored at Goal's premises after Delivery.
- 19.12. Storage of Goods at Goal's premises after the Delivery Date will be at the Customer's risk.

## 20. Minimum charges

- 20.1. A minimum charge of 4 hours at the associated rate will apply for all site work, unless otherwise agreed and confirmed in writing.
- 20.2. A minimum of 8 hours will be charged for all work conducted where overnight accommodation is required, unless otherwise agreed and confirmed in writing.
- 20.3. Administration by Goal will be charged at cost plus 10%.

## 21. Establishment costs including inductions

- 21.1. All costs associated with site inductions etc will be charged to the Customer at cost plus 10%. The Customer will also be charged the appropriate hourly rate set out in the applicable Contract for the time taken to complete the inductions.

## 22. Travel, accommodation and vehicle expenses

- 22.1. Travel time to and from the Customer's Site will be charged to the Customer at the applicable hourly rate set out in the Schedule of Rates, and will be calculated based on the travel time between the Customer's Site and:
  - (a) The employee's normal place of work; and
  - (b) If the employee is working away, the employee's place of accommodation
- 22.2. Travel (air fares, hire car etc), accommodation and meal costs will be charged to the Customer at cost price plus 10%. At times Goal will apply the ATO Tax Determination in relation to reasonable travel and overtime meal allowance expenses to reimburse employees for travel and accommodation and that amount will be charged to the Customer at cost plus 10%.
- 22.3. In addition to travel time charged at applicable hourly rates, travel using a Goal vehicle exceeding a 70km radius from the employee's normal place of work or accommodation (as the case may be) will be charged to the Customer at \$0.80 per kilometre.
- 22.4. The rates described in this clause 22 do not include site vehicles. A daily rate will apply to site vehicles based on the vehicle type and the nature of the Customer's use of the vehicle.

## PART 2 – CONSULTING AND PROFESSIONAL SERVICES

### 1. Application

- 1.1. The provisions described in this Part 1 apply to a Contract if the Customer has accepted a Quote for the purchase of, or otherwise has agreed in writing to purchase, Consulting and Professional Services from Goal Professional Services Pty Ltd (Goal).

### 2. Consulting Services

- 2.1. Goal will:
  - (a) provide the Consulting and Professional Services in a diligent and professional manner and to the standard of skill and care expected of a person experienced in the provision of Consulting and Professional Services; and
  - (b) ensure its employees, contractors and agents are competent and have the necessary skills to carry out Consulting and Professional Services.

### 3. Customer's obligations

- 3.1. The Customer must:
  - (a) Provide Goal with all materials and information (Materials) required by Goal to adequately perform the Consulting and Professional Services;
  - (b) ensure that the Materials provided to Goal are virus free, accurate and complete in all respects;
  - (c) ensure that the Materials are provided to Goal in sufficient time to enable Goal to perform its obligations under a Contract;
  - (d) answer Goal's questions related to the provision of the Consulting and Professional Services in a timely manner;
  - (e) promptly make any decisions needed by Goal to perform the Consulting and Professional Services; and
  - (f) provide any other facilities, resources or access reasonably required by Goal in order to perform the Consulting and Professional Services.
- 3.2. The Customer acknowledges:
  - (a) Goal does not inspect or check the accuracy of any Material provided to it by the Customer; and
  - (b) It is solely responsible for the accuracy and completeness of the Material
- 3.3. The Customer warrants:
  - (a) it has complied with all Laws relating to the collection, use and transfer, under a Contract, of any Material which contains personal information including without limitation the National Privacy Principles contained in the Privacy Act 1988 (Cth);
  - (b) it has the authority to allow Goal and its personnel to use any facilities, Goods, resources which the Customer provides to Goal and its personnel for use in connection with performing the Consulting and Professional Services;
  - (c) it owns, or otherwise has the right to licence, the Intellectual Property Rights to Goal and its personnel for use in connection with performing the Consulting and Professional Services;
  - (d) its provision of the Material to Goal does not infringe the Intellectual Property Rights of any third party;
  - (e) the use, distribution or publication of any Material by Goal necessary for the proper performance of any Service will not infringe the rights of any third party; and
  - (f) all Material it will provide Goal will not contain any offensive, pornographic, defamatory, morally reprehensible or illegal content.