CONSULTING TERMS AND CONDITIONS

Version 2 — effective September 2026

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:

Business Day	means a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales.
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 information of a party (in that capacity, the **Discloser**) (regardless of the form of disclosure or the medium used to store or represent it) and includes all information which: (a) relates to any Contract Material; (b) is the property of the Discloser or a related company of the Discloser; (c) is disclosed in writing, orally or by any other means by the Discloser or its employees, or by any person on behalf of the Discloser to the other party (in that capacity, the Recipient) or the employees or contractors of the Recipient by any means; or (d) otherwise comes to the knowledge of the Recipient or its employees or contractors by any means, including through the Recipient's involvement with the Discloser and its business operations. Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of a breach of a Contract by the Recipient; (ii) was lawfully in the Recipient's possession before disclosure by the Discloser and free of any confidentiality obligation; (iii) is lawfully received from a third party who is entitled to disclose it; or (iv) is independently developed by the Recipient without reference to the Discloser's Confidential Information.
Consulting and Professional Services	means the consulting and professional services Goal may provide the Customer pursuant to Part 2 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 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.
Customer	means the party named in the applicable Quote or Invoice.
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.
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).
Force Majeure Event	has the meaning given in clause 17.11.
GST	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

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 Part 2 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 of, 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 party 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.
Law	means any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.
Non-excludable Rights	has the meaning given in clause 10A.1.
Part	means a Part of these Terms of Engagement.
Personal Information	has the meaning given in the Privacy Act 1988 (Cth).
Placement Fee	means the applicable fee specified in clauses 8.5 and 8.6.
PPSA	means the Personal Property Securities Act 2009 (Cth).
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 and Inspection Services.
Site	means the address or location at which the Services are to be performed or the Goods are to be delivered, as specified in the applicable Quote or Invoice or otherwise notified by Goal to the Customer in writing.
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.
WHS Legislation	means the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW), and the corresponding work health and safety legislation of any other State or Territory in which the Services are performed.

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; and

j) (**legislation**) a reference to legislation includes that legislation as amended, re-enacted or replaced from time to time, and any subordinate legislation made under it.

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 or conflict:

a) any written variation signed by both parties;

b) Quote;

c) these Terms of Engagement; and

d) Invoice.

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.

1.5. These Terms of Engagement prevail over any terms and conditions the Customer purports to impose or incorporate, including any terms appearing on or referenced in a purchase order, order number, vendor portal, supplier registration form or acknowledgement of order, whether or not Goal has signed, acknowledged or acted upon that document.

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 that sets out:

a) The estimated Prices for the requested Services or Goods calculated with reference to the applicable 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 or Goods between the Customer and Goal which incorporates these Terms of Engagement.

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 on which 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 the last to occur of:

a) Completion of all applicable Services; and

b) Completion of any sale of Goods to the Customer.

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 to the extent that:

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.

4.4. Where performance is delayed or suspended in the circumstances described in clause 4.3, 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:

a) In connection with its performance of the relevant Services in accordance with the applicable Contract;

b) Based on the Customer's instructions and information provided by or on behalf of the Customer;

c) 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

d) 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 (and subject always to clause 10A), 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:

a) The use of, or reliance on, any Contract Material (or any part of the Contract Material) by any person other than the Customer;

b) 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;

c) 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

d) 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. Where a surcharge is permitted by Law and by the rules of the applicable card scheme, Goal may charge a surcharge which does not exceed Goal's reasonable cost of accepting that payment method, and which is notified to the Customer before the payment is processed. 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 on any Invoice amount which is overdue at the rate of 4% per annum above the Reserve Bank of Australia cash rate target applying on the due date, calculated daily on a simple basis from the date the amount became due until the date it is paid. Goal may also recover its reasonable costs of recovery, including debt collection agency fees and legal costs on a solicitor and own client basis.

6.4. All prices exclude GST unless otherwise expressly specified in an Invoice, and the Customer must pay all GST on the Price. If GST is payable on a supply made under a Contract, the recipient must pay to the supplier, in addition to the consideration, an amount equal to the GST, at the same time as the consideration is payable and against delivery of a valid tax invoice. If a party is entitled to be reimbursed for an expense under a Contract, the amount reimbursed is net of any input tax credit available to that party.

6.5. If any amount is overdue by more than 14 days, Goal may, on written notice and without liability to the Customer, suspend performance of all or part of the Services until the overdue amount and any interest is paid in full. Goal must resume performance promptly on payment.

6.6. The Customer must pay all amounts due under a Contract in full without set-off, counterclaim or deduction. Goal may set off any amount owing by the Customer to Goal against any amount owing by Goal to the Customer.

7. Intellectual property rights

7.1. Subject to clause 7.1A, all Intellectual Property Rights in relation to all Contract Material:

a) Produced by Goal in connection with a Contract immediately vests in Goal; or

b) Which is otherwise disclosed or made accessible by Goal to the Customer remains the sole property of Goal.

7.1A The Customer retains all Intellectual Property Rights in any materials, data or information it provides to Goal, and nothing in a Contract transfers those rights to Goal. Goal may use those materials only for the purpose of performing the Services.

7.2. Subject to the Customer's payment of all Invoices in accordance with a Contract, Goal grants the Customer a perpetual, irrevocable, non-exclusive, royalty-free, non-transferrable licence to use, copy and reproduce the Contract Material for the Agreed Purpose.

7.3. Nothing in a Contract restricts Goal's right to use any general skills, know-how, methodologies, techniques or ideas acquired or developed in the course of performing the Services.

8. Non-poach

8.1. The Customer must not employ, or solicit the employment of any individual member of Goal's employees while they are engaged in the performance of the Services or within 6 months following completion 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:

a) pay Goal the applicable Placement Fee; and

b) 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 parties agree that the Placement Fee is a fair and reasonable fee for the permanent placement service that Goal has provided, and a genuine pre-estimate of the loss Goal suffers through the loss of the opportunity to supply that individual's services. It is not a penalty.

8.4. If Goal is unable to perform the Services due to the Customer's breach of clause 8.1, then Goal may:

a) suspend performance of the Services until such time as the individual employee is replaced; and

b) 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 fee schedule, where the period stated is the period of that employee's continuous engagement in performing Services for the Customer:

Remuneration and Placement Fee — 6 months or less	
$0 - $99,999	25%
$100,000+	28%

Remuneration and Placement Fee — More than 6 months	
$0 - $99,999	18%
$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) A breach of a Contract (including a breach of warranty) by the Customer or its officers, employees and agents;

b) Any unlawful act of the Customer or its officers, employees and agents;

c) Any improper, careless or negligent act or omission of the Customer or its officers, employees and agents.

10.2. The indemnity in clause 10.1 is reduced proportionately to the extent that the relevant Claim is caused or contributed to by Goal or its officers, employees, agents or contractors, and does not extend to any monetary penalty in respect of which an indemnity is prohibited by Law.

10A. Non-excludable rights

10A.1 Nothing in these Terms of Engagement excludes, restricts or modifies any guarantee, warranty, term, condition, right or remedy conferred on the Customer by the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law) or by any other Law, where to do so would be unlawful or would render any provision void or unenforceable (**Non-excludable Rights**).

10A.2 Every other provision of these Terms of Engagement is to be read subject to clause 10A.1.

10A.3 Where Goal is liable under a Non-excludable Right and the Goods or Services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Goal's liability is limited, at Goal's election, to:

a) in the case of Goods, the replacement or repair of the Goods or the payment of the cost of replacing or repairing them; and

b) in the case of Services, the resupply of the Services or the payment of the cost of having the Services resupplied, but only to the extent that such a limitation is fair and reasonable under section 64A of the Australian Consumer Law.

11. Exclusion of warranties

11.1. Subject to clause 10A, and to the maximum extent permitted by Law, Goal excludes all warranties and conditions in relation to Goods or Services that are implied by Law and that are capable of being excluded.

11.2. Subject to clause 10A, 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. Subject to clause 12.3, despite any other provision of a Contract and to the fullest extent permitted by law, neither party will be liable to the other 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 liable and responsible for any Claims arising from or in connection with its use of the Goods other than in accordance with any specification or Instructions provided by Goal in relation to the Goods.

12.2. Subject to clause 12.3, notwithstanding any other provision of a Contract, each party's total aggregate liability to the other in connection with the Contract, whether in contract, tort (including negligence), under statute or otherwise, is limited to an amount equal to the Price payable under that Contract.

12.3. Clauses 11.3 and 12.2 do not apply to:

a) any liability that cannot be limited or excluded by Law, including under Non-excludable Rights;

b) liability for death or personal injury caused by the negligence of a party;

c) liability arising from fraud or wilful misconduct;

d) breach of clause 13 (Confidentiality);

e) infringement of a third party's Intellectual Property Rights; or

f) the Customer's obligation to pay the Price.

13. Confidentiality

13.1. Each Recipient covenants with the Discloser that it:

a) Will only use the Confidential Information for the purpose of performing its obligations or exercising its rights under a Contract, or as otherwise approved by the Discloser in writing; and

b) Will not disclose, or permit to be disclosed Confidential Information to any person without the prior written consent of the Discloser, except:

1) As required by Law, or by the rules of any recognised securities exchange; or

2) To its officers, employees, professional advisers, insurers and auditors, and to bona fide independent consultants or advisors, provided they are subject to equivalent confidentiality obligations.

13.2. The Recipient must, upon written request by the Discloser, and in any event at the end of the Term, return or destroy, at the Discloser's election, all Confidential Information including all copies and duplicates in whatever form, except that the Recipient may retain copies required to be retained by Law or by professional standards, or created by automated backup or archiving systems, provided that the obligations in this clause 13 continue to apply to those copies.

13.3. Nothing in this clause 13 derogates from any obligation which the Recipient 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 or liability to the Customer by giving 30 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.

14.1A The Customer may terminate a Contract:

a) at any time without cause by giving 30 days prior written notice, in which case the Customer must pay for all Services performed and Goods delivered up to the date of termination, together with Goal's reasonable costs that were unavoidably committed before the notice was given; or

b) immediately by written notice if Goal breaches the Contract and fails to remedy the breach within 14 days of being notified, commits an irremediable breach of the Contract, or 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.

14.3. On expiry or termination of a Contract:

a) each party must deal with the other's Confidential Information in accordance with clause 13.2;

b) the Customer must pay all amounts due for Services performed and Goods delivered up to the date of termination;

c) the accrued rights and remedies of each party are unaffected; and

d) the clauses listed in clause 17.5 survive.

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 this clause 15 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 , 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.

15.5. If the Dispute is not resolved within 60 days after the date on which the Notice of Dispute was given, any Disputant may commence court proceedings in relation to the Dispute.

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 Property 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 Contract by the Customer, the Customer acknowledges and agrees that this Contract:

a) Constitutes a Security Agreement; and

b) Creates a Security Interest in all goods supplied, whether by sale or hire, pursuant to this Contract (**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 Contract.

16.5. The Customer waives its right to receive notices or statements under sections 95, 118, 121(4), 130, 132(3)(d), 132(4) and 135 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.

16.8. The Customer agrees that it will not disclose information of the kind described in section 275(1) of the PPSA, and Goal is not required to disclose that information under section 275(1).

16.9. Until title in the Goods passes to the Customer under clause 19.4, the Customer holds the Goods as bailee for Goal, must store them so that they are clearly identifiable as Goal's property, and must not encumber them. Goal and its agents may enter any premises where the Goods are located, at any reasonable time and on reasonable notice, to inspect or recover them.

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 without Goal's prior written consent, which must not be unreasonably withheld. Goal may assign or novate a Contract to a related body corporate, or in connection with a sale of all or substantially all of its business, on written notice to the Customer. A change in control of a party is not an assignment for the purposes of this clause, but each party must notify the other of any change in its control within 10 Business Days.

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. The following clauses survive the expiry or termination of a Contract: clause 6 (Payment), clause 7 (Intellectual property rights), clause 8 (Non-poach), clause 10 (Indemnity), clause 10A (Non-excludable rights), clause 11 (Exclusion of warranties), clause 12 (Limitation of liability), clause 13 (Confidentiality), clause 14.3 (Consequences of termination), clause 15 (Dispute resolution), clause 17 (General) and clause 18 (Privacy), together with any other clause which by its nature is intended to survive.

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 of the provisions of the Contract will remain in full force and effect unless the basic purpose of the Contract is 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. (**Notices**) A notice under a Contract must be in writing and delivered by hand, sent by prepaid post, or sent by email to the address or email address most recently notified by the recipient. A notice is taken to be received: if delivered by hand, on delivery; if sent by post, on the third Business Day after posting; and if sent by email, at the time the email enters the recipient's information system, unless the sender receives an automated non-delivery message. A notice received after 5.00pm or on a day that is not a Business Day is taken to be received at 9.00am on the next Business Day.

17.10. (**Force majeure**) Neither party is liable for any failure or delay in performing its obligations (other than an obligation to pay money) to the extent that the failure or delay is caused by an event beyond its reasonable control, including an act of God, natural disaster, fire, flood, storm, epidemic or pandemic, war, terrorism, civil disturbance, government action or restriction, failure of a utility or telecommunications service, or industrial action other than industrial action confined to that party's own workforce (a **Force Majeure Event**). The affected party must notify the other promptly, must use reasonable endeavours to mitigate the effect of the Force Majeure Event, and must resume performance as soon as reasonably practicable. If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Contract on 14 days written notice, and the Customer must pay for all Services performed and Goods delivered up to the date of termination.

17.11. (**Entire agreement**) A Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior representations, negotiations and understandings, other than any representation made fraudulently or any liability that cannot be excluded by Law.

17.12. (**Electronic execution**) A Contract may be executed and accepted electronically, including by electronic signature, and may be executed in counterparts. The parties consent to the use of electronic communications for the purposes of the Electronic Transactions Act 2000 (NSW) and, where applicable, sections 126 and 127 of the Corporations Act 2001 (Cth).

17.13. (**No partnership or agency**) Nothing in a Contract creates a partnership, joint venture, agency, employment or fiduciary relationship between the parties.

17.14. (**Subcontracting**) Goal may subcontract the performance of all or part of the Services, but remains responsible to the Customer for the performance of any subcontracted obligations.

17.15. (**Modern slavery and anti-bribery**) Each party must comply with all applicable Laws relating to modern slavery, human trafficking, bribery and corruption, including the Modern Slavery Act 2018 (Cth) where it applies to that party, and must provide the other with the information it reasonably requires to prepare a modern slavery statement or to respond to a regulator.

18. Privacy

18.1. Each party must comply with the Privacy Act 1988 (Cth), the Australian Privacy Principles and any applicable State or Territory privacy or health records legislation in respect of Personal Information handled in connection with a Contract.

18.2. Goal collects Personal Information to provide the Goods and Services the Customer has requested, to administer the Contract, to improve its products and Services, and to comply with its legal obligations. Goal's handling of Personal Information is governed by Goal's Privacy Policy, available at www.goalgroup.com.au.

18.3. The Customer must ensure that it has made all disclosures and obtained all consents necessary for Goal to collect, use and disclose any Personal Information the Customer provides to Goal for the purposes of a Contract.

18.4. Each party must notify the other as soon as practicable, and in any event within 48 hours, of becoming aware of any actual or suspected eligible data breach affecting Personal Information handled under a Contract, and must cooperate with the other in assessing, containing and responding to that breach, including in relation to any notification required under Part IIIC of the Privacy Act 1988 (Cth).

18.5. Goal will only send the Customer marketing communications where permitted by the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth). Every such communication will identify Goal and contain a functional unsubscribe facility, and the Customer may opt out at any time by contacting Goal.

18.6. This clause 18 survives the expiry or termination of a Contract.

19. Supply of goods

19.1. The provisions described in this 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, except to the extent that the relevant circumstance is caused by Goal:

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, except to the extent caused by Goal's failure to take reasonable steps to meet the Delivery Date.

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 and subject to clause 10A, 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, except where the Goods remain at Goal's premises because of Goal's act or omission.

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 reasonably undertaken by Goal in connection with the Services 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 the rate specified in the Schedule of Rates, which Goal will review annually by reference to the cents per kilometre rate determined by the Commissioner of Taxation, 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, as set out in the Schedule of Rates.

PART 2 – CONSULTING, INSPECTION AND PROFESSIONAL SERVICES

1. Application

1.1. The provisions described in this Part 2 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 or Inspection Services from Goal Professional Services Pty Ltd (**Goal**).

2. Consulting Services

2.1. Goal will:

a) provide the Consulting and Professional Services and Inspection 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 and Inspection Services.

2.2. Where Goal provides Inspection Services, Goal will act independently and impartially, and will notify the Customer promptly of any actual or potential conflict of interest of which it becomes aware in relation to those Inspection 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 Australian 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.

4. Work health and safety

4.1. The parties acknowledge that each of them is a person conducting a business or undertaking for the purposes of the WHS Legislation, that each owes duties under the WHS Legislation that cannot be transferred or delegated, and that they owe a duty to consult, cooperate and coordinate activities with one another so far as concerns any matter arising from the performance of the Services at the Site.

4.2. Nothing in a Contract operates to exclude, limit or modify the operation of the WHS Legislation or any duty owed under it, and to the extent that any provision purports to do so, it is severed.

4.3. The Customer must, before Goal's personnel attend the Site, disclose to Goal all hazards, risks, incidents and site-specific safety requirements of which it is aware and which are relevant to the Services, and must provide a safe means of access to and egress from the Site.

4.4. Each party must notify the other immediately of any notifiable incident under the WHS Legislation arising in connection with the Services, and must cooperate with the other in any resulting investigation.

4.5. No indemnity under a Contract extends to any monetary penalty imposed under the WHS Legislation, or to any other liability in respect of which an indemnity or insurance is prohibited by Law.

5. Variations to scope

5.1. If either party wishes to vary the scope of the Services, it must notify the other in writing describing the proposed variation.

5.2. Goal will provide the Customer with a written assessment of the effect of the proposed variation on the Price and the programme within 5 Business Days.

5.3. Goal is not obliged to perform, and the Customer is not obliged to pay for, a proposed variation until both parties have agreed it in writing. If Goal performs work outside the agreed scope at the Customer's written direction, the Customer must pay for that work in accordance with the Schedule of Rates.