

Terms and Conditions of Supply



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1. Definitions and Interpretation

1.1. In these terms and conditions:

- 1.1.1. **“ARM”** means ARM Contractor Compliance Pty Ltd. **“ARM-CC”** may be used interchangeably.
- 1.1.2. **“Business Day”** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- 1.1.3. **“Contractor”** means any entity, company or person, including sub-contractors, whose services may be for hire and who is the subject of an entry in ARM’s compliance database. **“Contractors”** has a corresponding meaning.
- 1.1.4. **“Customer”** means the person(s) or entities Receiving Services upon these Terms.
- 1.1.5. **“Product Description Statement”** or **“Product Description”** refer to the ARM Product Description Statement, which forms part of these Terms.
- 1.1.6. **“Receiving Services”** means the process of engaging The Solutions Group to provide Services, receiving Services from The Solutions Group, or relying upon Services provided by The Solutions Group, however the circumstances of engagement, receipt or reliance may arise. The phrase **“Receives Services”** has a corresponding meaning.
- 1.1.7. **“Services”** means any report, document, certificate, information, product, good or the like provided by The Solutions Group to a Customer in exchange for consideration.
- 1.1.8. **“The Solutions Group”** means Solutions IE Pty Ltd, Solutions in Fire Pty Ltd, Building Report Services Pty Ltd and ARM Contractor Compliance Pty Ltd jointly and severally, each of 18 Park Road, Milton Qld 4064.
- 1.1.9. **“Subject Property”** includes all buildings, structures, improvements, fixtures, objects and spaces within the scope of the Services.
- 1.1.10. **“Terms”** means these Terms and Conditions upon which ARM as a part of The Solutions Group agrees to supply Services to the Customer.

1.2. Parties

- 1.2.1. If a party consists of more than one (1) person, these Terms bind each of them separately and any two (2) or more of them jointly.
- 1.2.2. An obligation, representation or warranty in favour of more than one (1) person is for the benefit of them separately and jointly.
- 1.2.3. A party which is a trustee is bound both personally and in its capacity as a trustee.

2. Binding Terms and Conditions

- 2.1. These Terms are binding upon the Customer.
- 2.2. The only warranties, guarantees, conditions and/or obligations which are binding upon The Solutions Group are:
 - 2.2.1. those set out in these Terms;
 - 2.2.2. those otherwise agreed to in **writing** by The Solutions Group; and
 - 2.2.3. those, if any, which are implied at law and which cannot be excluded.

3. General and Applicable Law

- 3.1. The Terms shall be governed and interpreted according to the laws of Queensland, Australia.

- 3.1.1. The Solutions Group and each Customer consents to submit to the jurisdiction of the Courts of Queensland and the Commonwealth.
- 3.2. No provision in the Terms will exclude, restrict or modify any condition, warranty or liability implied by applicable law, where such an exclusion, restriction or modification would render that provision void. In the event that a provision of the Terms proves to be illegal or unenforceable pursuant to any statute or rule of law, or for any other reason, such provision is deemed severed without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

4. Entire Agreement and Understanding

- 4.1. These Terms, as well as the Product Description Statement and the Solutions Group Supply Terms and Conditions, set out the whole of the agreement and understanding between The Solutions Group and the Customer with respect to the provision of Services by The Solutions Group to the Customer and supersede any and all earlier understandings and agreements, whether oral or written, between The Solutions Group and the Customer.
- 4.2. Subject to clause 5, these Terms, as well as the Product Description Statement and Solutions Group Supply Terms and Conditions, may be supplemented, amended or modified only by the mutual agreement of The Solutions Group and the Customer. No supplementation, amendment or modification of these Terms shall be binding unless it is in writing and signed for or by both The Solutions Group and the Customer.
- 4.3. By Receiving Services the Customer accepts these Terms without reservation.

5. Modification of Terms

- 5.1. The Solutions Group reserves the right to change these Terms from time to time.
- 5.2. The Solutions Group will take reasonable steps to inform the Customer of changes to the Terms.
- 5.3. The Customer confirms that notification of amended Terms on The Solutions Group website or reference to the Terms in any material provided to the Customer will be reasonable steps by The Solutions Group to inform the Customer.

6. Operational Coverage

- 6.1. The Customer authorises The Solutions Group to sub-contract or separately engage a third party to produce any part or all of the Services at The Solutions Group's absolute discretion and without any requirement to provide notice to the Customer.

7. Status of Services

- 7.1. The Solutions Group may:
 - 7.1.1. withdraw the Services, completely or partially;
 - 7.1.2. restrict access to the Services, completely or partially; or
 - 7.1.3. modify the Services to any extent or degree at its absolute discretion,

without any obligation to notify any Customer.

8. Force Majeure

- 8.1. If a party is prevented or delayed in complying with an obligation (other than to pay money) by an event beyond its reasonable control, performance by it of that obligation is suspended during that time, but only to the extent that compliance is prevented or delayed.

9. Waiver

- 9.1. A party's failure to exercise or delay in exercising a power or right shall not operate as a waiver of that power or right.
- 9.2. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 9.3. A waiver is not effective unless in writing.
- 9.4. Waiver of a power or right is effective only in respect of the specific instance to which that waiver relates and for the specific purpose for which that waiver is given.

10. Acceptance

- 10.1. The Customer must inspect and review the Services immediately upon them being delivered, provided or made available, and must within ten (10) Business Days after the date of the Services being delivered, provided, or made available give written notice to The Solutions Group of any claim that the Services are not in accordance with the Terms or otherwise satisfactory.
- 10.2. If the Customer fails to give the notice in Clause 10.1, then to the extent permitted by law, the Services must be treated as being accepted by the Customer.

11. Release and Indemnity

- 11.1. The Customer indemnifies and holds indemnified The Solutions Group against:
 - 11.1.1. any loss, damage or injury which may arise, directly or indirectly, by or against the Customer or by or against third parties, from The Solutions Group providing Services or from the Customer Receiving Services (including but not limited to any loss, damage or injury caused by the negligence, wilful act or default of The Solutions Group, its servants, agents and subcontractors or others whether or not such loss, damage or injury was foreseeable or contemplated by The Solutions Group);
 - 11.1.2. Without limiting the generality of the above, the Customer indemnifies and holds indemnified The Solutions Group against any personal injury or other claim which may arise from The Solutions Group providing Services or from the Customer Receiving Services .
- 11.2. For the purposes of these Terms, the Customer acknowledges that The Solutions Group is contracting for and on behalf of the servants, agents and subcontractors of The Solutions Group. The servants, agents and subcontractors of The Solutions Group shall not be liable in respect of any loss, damage or injury suffered by the Customer as a result of the Services provided by The Solutions Group, nor for any consequential loss, damage or injury suffered by any third party.
- 11.3. The Customer agrees that the maximum liability of The Solutions Group to the Customer, in relation to any loss, damage or injury of any nature arising, directly or indirectly, from receiving and/or relying upon Services, equals the amount actually paid by the Customer to The Solutions Group in relation to the Services.
- 11.4. If the Customer suffers any such loss, damage or injury and The Solutions Group is legally unable to obtain a release from liability as contemplated above for any reason, then The Solutions Group's liability for such loss or claim will be limited, at The Solutions Group's option, to one or more of the following:
 - 11.4.1. in relation to services:
 - 11.4.1.1. the supply of the Services again;
 - 11.4.1.2. the payment of the cost of having the Services supplied again.
 - 11.4.2. in relation to goods:
 - 11.4.2.1. the replacement of the goods or the supply of equivalent goods;
 - 11.4.2.2. the repair of such goods;
 - 11.4.2.3. the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - 11.4.2.4. payment of the cost of having the goods repaired.

12. Restrictions on accessing and using the Services

- 12.1. The Customer agrees that all Services are provided only for the purpose of assisting bona fide paying customers of The Solutions Group, and agrees:
 - 12.1.1. Only to use the Services for the Customer's own bona fide purposes in their capacity as a customer of The Solutions Group;
 - 12.1.2. Not to use the Services in any way for the purpose of gaining a competitive advantage over The Solutions Group;
 - 12.1.3. Not to communicate, broadcast, reproduce, disseminate, disclose, supply or otherwise provide all or any part of the Services to any third party without the prior written consent of The Solutions Group;
 - 12.1.4. When using the Services in any way, to only do so by way of so using the whole of the information or report so that the contextual integrity of the information or report is preserved;
 - 12.1.5. Only to apply, use or rely upon the Services for the purpose and within the scope and limitations provided for in these Terms and in any report and/or subject matter comprising the Services;
 - 12.1.6. That it may not rely upon the Services for any purpose unless and until it has received an invoice from The Solutions Group in respect of the Services and has paid that invoice in full;
 - 12.1.7. That the Customer does not hold copyright or any other intellectual property rights in the Services, other than the minimum rights necessary to use the Services for the purposes for which they are provided.
 - 12.1.8. Not to do any act which constitutes an infringement of copyright or any other intellectual property right without the express permission in writing of The Solutions Group.
- 12.2. No rights in relation to the Services, including but not limited to the rights to use or rely upon the Services pass to the Customer until the money owing for those Services has been paid in full.
- 12.3. Rights in any goods associated with the Services does not pass to the Customer until the money owing for the Services has been paid in full. The Customer in the meantime takes custody of any such goods and retains them as the fiduciary agent and bailee of The Solutions Group.

13. Customer's Information and Privacy

- 13.1. The Customer authorises The Solutions Group to retain, organise and commercially exploit information about the Customer provided to The Solutions Group in the context of the Services, for any purpose connected with The Solutions Group's business and to provide that information to any third party for any purpose associated with the Services.
- 13.2. The Solutions Group will make relevant information in its records about the Customer available to the Customer upon request, to the full extent required by applicable privacy legislation. Please refer to The ARM Contractor Compliance Privacy Policy for further details.
- 13.3. **Collection of information**
 - 13.3.1. ARM collects and stores information regarding contractors and their current compliance with the requirements of practice in their trade or profession.
 - 13.3.2. ARM will provide relevant information to its customers which assist them to make a decision when considering employing a contractor.
 - 13.3.3. ARM will only provide information to the client which is available publicly or has been approved by agreement of the relevant contractor for use as part of the provision of ARMs service.

- 13.3.4. Personal information may be accessed at any time by the person about whom it is held.
- 13.3.5. Sensitive information includes information about a contractor or clients racial or ethnic origin; political opinions; membership of political associations; religious beliefs, affiliations or practices; membership of professional or trade associations or unions; sexual preferences or practices; criminal records; or health.
 - 13.3.5.1. ARM limits the collection, use and disclosure of sensitive information to those purposes which advance the service and which are permitted by law, upon the consent of the affected party.

13.4. It should be noted that ARM's Privacy Policy may change from time to time.

14. Scope of Services and Limitations

- 14.1. ARM, as part of the Solutions Group, in no way guarantees, verifies, promotes or endorses the work or qualifications of any contractor for whom information is supplied.
- 14.2. Any rate, rank, grade or score ARM gives a contractor, in no way reflects a recommendation to hire or otherwise engage any contractor in any manner. Ranks, grades or scores rate the Contractor for currency of qualifications only.
- 14.3. All services provided by ARM are subject to the ARM Product Description Statement.
- 14.4. Contractor compliance is current at the time of assessment by ARM. ARM in no way guarantees that the contractor's circumstances of insurance, registration, licensing or qualifications cannot, will not or have not changed since the date of assessment.
- 14.5. The Product Description Statement should be read in conjunction with these terms, of which it forms part.