

## Terms and Conditions (Service)

The Client hereby agrees with Radsol that in consideration of Radsol's agreeing to provide the scope of works, as defined in the Proposal of Scope [Agreement], the Client will observe all the terms and conditions set out as follows:

### 1. General

On execution of the Agreement, the parties covenant and agree to perform and observe the express and implied provisions of these Terms of Appointment [Engagement].

### 2. Exclusions and Clarifications:

- a. Any item not included within the scope of works, as defined in the Proposal of Scope [Agreement] quotation document, is generally excluded.
- b. Except where otherwise specified in writing in the Agreement, the fee for the services provided by Radsol shall be calculated by reference to the applicable hourly charge rate for the person undertaking the services as specified in the *Schedule of Fees & Rates*.
- c. Unless otherwise specified in writing in the Agreement, the person to provide the services shall be determined by Radsol at its discretion.
- d. Radsol may cancel or postpone a training course within 7 days of the advertised/scheduled date and will do so in writing of any bookings received for said date.

### 3. Quotes

- a. Any quote provided by Radsol to the Customer is valid for 30 days unless otherwise stated on the quote.
- b. All quotes are expressed in Australian dollars unless otherwise stated.
- c. Variations to quotes will be issued and accepted in writing.
- d. Quotes can be accepted by email confirmation or sending a Purchase Order to [accounts@radsol.com.au](mailto:accounts@radsol.com.au)

### 4. Obligations of Client

The Client will:

- a. Provide Radsol with all information, documents, and particulars relating to the Client's requirements.
- b. obtain all approvals, authorities, licences and permits which may be required for the lawful implementation and provision of the services.



- c. give written notice to Radsol of the person appointed to act as its representative and who has authority to act on behalf of the Client for all purposes in connection with the Agreement; and
- d. Give Radsol written notice of any matter that may affect the Agreement or the timing of delivery.
- e. provide advice in writing of cancellation of booking for courses, with not less than 48 hours' notice.

## 5. Fees

Any estimate, quote, or range of cost of services specified by Radsol will not limit the charges that Radsol may charge unless Radsol has agreed in writing to fix or limit charges by reference to an estimate, quote, or range of cost signed by a representative of Radsol.

- a. Travel for the purposes of delivery of the scope of works will assume a site-based premium of no less than 25% will be chargeable where that travel is in excess of 80km from Perth CBD
- b. Cancellation or any change that is made with less than 48hrs notice of the original agreed date and time (provided in writing) will incur a charge of no less than 25% of the value of the Agreement. Courses incur different fees, see *Terms and Conditions (Training Courses) for full details.*
- c. Rush premium of 25% will be chargeable where less than 1 weeks' notice is given of the scope of works delivery.
- d. There may be variances to the costs estimated in our proposals upon acceptance and during the provision of works associated with the original proposal; we will always endeavour to minimise and advise you prior to proceeding where this exceeds 10% of the quoted amount.
- e. Radsol reserves the right to adjust its rates for services on July 1st in each year by an amount not less than the change in the Consumer Price Index (All Groups) Perth in the preceding year.

## 6. Disbursements:

- a. In addition to charges for services the Client will pay disbursements incurred by Radsol plus an administration charge of 15%, including without limiting the generality of the foregoing travel, telephone, facsimile, courier, postage, accommodation, copying, application fees and sub-contractor fees, without supporting documents being furnished.
- b. The client agrees to pay for travelling expenses at the rate per business kilometre for travel of less than 5,000 km per annum, applicable from time to time pursuant to the Income Tax Assessment Act 1936 as amended.

## 7. Payments



Invoices will be issued by Radsol monthly and/or as per deliverables achieved and are payable within 15 days of the date of account:

- a. Unless disputed in writing within 15 days of the date of the invoice, the amount stated on accounts shall be deemed correct and conclusive.
- b. The Client agrees to pay accounts notwithstanding any counterclaim or set-off the Client may claim to have against Radsol.
- c. Interest will be paid on any undisputed fees or disbursements due and payable that are outstanding for more than 14 days, calculated from the date of the account at 14% per annum daily, plus an accounting fee of \$30 per month for each month or part month that fees or disbursements are outstanding.
- d. Collection costs incurred in recovering overdue debts, including, but not limited to, collection agency commission, summons fees, legal costs, etc, will also be paid by the Client.
- e. Radsol reserves the right to require from time-to-time payment of an account prior to commencement of works, for services to be provided and disbursements to be incurred, and
- f. Radsol has a lien over all documents being the property of the Client and held by Radsol until payment in full of all accounts issued by Radsol.

## 8. Copyright

Radsol retains copyright.

- a. Except for the report/plan provided to the Client as part of the Agreement, which is for the Client's use.
- b. All drawings, reports, specifications, bills of quantities, calculations, and other documents produced, prepared, or provided by Radsol for or for the use of the Client.
- c. The Client shall not publish, use nor make copies of the said documents unless Radsol gives approval in writing.
- d. Reports issued as Revision 1. will become final, and no further correspondence will be entered into after 7 days.

## 9. Suspension or Termination of Services

The Client may terminate the Agreement at any time by written notice, but this does not affect the Client's liability to pay for all the services provided and disbursements incurred by Radsol to the date of termination and (if applicable) any loss or damage suffered by Radsol in consequence of the termination.

Radsol may suspend the performance of the services or terminate this Engagement at any time where the following occurs:



- a. the Client breaches any provision of this Engagement.
- b. Theft, loss, or accidental damage which occurs whilst the equipment is on hire or on loan to the Client.
- c. The Client does not give necessary instructions and information within a reasonable time of request to do so.
- d. there are unavoidable and extraordinary circumstances
- e. Radsol has the opinion that mutual confidence and trust no longer exist between Radsol and the Client.
- f. Radsol decides that continuing to provide services may breach professional ethics or ethical rules of conduct.
- g. the Client, being a company, goes into liquidation or has a receiver or manager or administrator appointed.
- h. the Client, being a person, is declared bankrupt or becomes subject to Part X (Part 10) of the Bankruptcy Act; or
- i. the Client gives written notice of dispute of an account issued.

## 10. Liability

The maximum liability of Radsol to the Client arising out of the performance or non-performance of the services by Radsol or arising out of this Engagement or any other act or omission by Radsol pursuant to common law or equity or any statute is to be an amount agreed in writing between the Client and Radsol, or \$100,000.00, whichever is the lesser amount.

- a. Radsol shall be deemed to have been discharged absolutely from all liability arising from the services or arising from any act or omission relating directly or indirectly to the services pursuant to common law or equity or by any statute at the expiration of one year from:
  - i. the completion of the services.
  - ii. the occurrence of the act or omission from which the liability arises; or
  - iii. when the Client becomes aware of the defect, loss, or damage to which the claim relates.
- b. The Client and any persons or entities claiming through or under the Client shall not be entitled to commence any action or claim whatsoever against Radsol or any employee or agent of Radsol in respect of services or acts or omissions after that date, with it being deemed the date of completion of the services is either the date the service which is the subject of an action or claim was completed, or the date of the invoice issued by Radsol for that service, whichever is the earlier date.



- c. The Client shall indemnify and hold harmless Radsol from all liability arising from the services provided by Radsol or arising from any act or omission by Radsol relating directly or indirectly to the services pursuant to common law or equity or by any statute except to the extent caused or contributed to by breaches of this Engagement by Radsol, and to the extent Radsol is liable to pay damages, compensation or expenses to the Client because of breaches of this Engagement by Radsol the amount will be reduced by the extent the Client caused or contributed to the damages, compensation or expenses subject always to the limitations and exclusions expressed in Clauses 10 and 11 hereof.
- d. Radsol does not give any warranty nor accept any liability in relation to the performance or non-performance of the service, except to the extent, if any, required by law or specifically provided for in this Engagement. Any warranty that is implied by law, custom, or otherwise or by any statute is, to the fullest extent, permitted by law and hereby excluded.
- e. If circumstances arise that require expertise outside the field of practice of Radsol, then Radsol may, with the written approval of the Client, engage a subcontractor to provide the relevant service.
- f. Radsol shall not have any liability in relation to work performed by any third party save where the third party is engaged or employed by Radsol and subject to that exception the Client shall indemnify and hold harmless Radsol against all claims, cost and demands by any third party in respect of or in connection with the work provided by any third party.

## 11. Taxes

In this Engagement:

- a. GST law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended or replaced from time to time and any associated legislation, including, without limitation, delegated legislation.
- b. GST means the goods and services tax as provided for by the GST law.
- c. Any expression used that is defined in the GST law has that defined meaning.
- d. Rate of GST means the rate of GST payable by Radsol under the GST law.
- e. Radsol and the Client agree that the money payable by the Client under this Engagement is exclusive of GST.
- f. Radsol and the Client further agree that if Radsol is liable to pay GST in respect of services provided by Radsol under this Engagement or in respect of money payable by the Client under this Engagement, the amount payable by the Client will be increased by the amount calculated as  $A \times R$ , where:
  - A is the amount on which Radsol is liable to pay GST.
  - R is the rate of GST.



- g. The Client must pay to Radsol the GST under clause 25 (c) within 14 days of the date of a tax invoice issued by Radsol, or, at the same time Radsol is required to pay any GST relating to this Engagement, whichever is the earlier date; and
- h. A written statement given to the Client by Radsol of the amount of GST that Radsol is liable to pay under this Engagement is conclusive between the parties except in the case of an obvious error.

## 12. Engagement

These Terms of Appointment, together with the Agreement and listed scope of works, constitute the entire Engagement between the Client and Radsol unless otherwise agreed to in writing.

- a. Any omission by either party to enforce any of the provisions of this Engagement shall not operate as a waiver by that party and will not prejudice their rights to enforce any of the provisions.
- b. Reference to:
  - i. The singular shall be deemed to include the plural, and reference to the masculine shall be deemed to include the feminine.
  - ii. any party to this Engagement shall mean and include the party and the successor, administrator, personal representative, transferees and assigns of the party.
  - iii. 'liability' means any claim, demand, action, suit, proceeding, loss or damage.
  - iv. the 'Agreement' means the work to be carried out as described in the document entitled *Proposal of Scope* to which this Engagement is annexed.
  - v. A notice to be served under this Engagement shall be deemed to have been duly served if in writing and sent to the usual business address or the registered office of the Client by certified mail, facsimile or personal delivery.
  - vi. For the purposes of these terms and conditions, "unavoidable and extraordinary circumstances" include but are not limited to risk/s identified to Radsol personnel, company reputation or potential liability that can not be resolved or mitigated.
- c. Neither party may assign, transfer, or sub-let any obligation under this Engagement without the written consent of the other.
- d. Nothing in this Engagement shall constitute or create the relationship of partnership, employment, agency, or joint venture between Radsol and the Client.



- e. If any provisions or part provisions of this Engagement are invalid, unenforceable, or illegal, then they shall be deemed deleted from this Engagement, and the remaining provisions and part provisions continue to apply with full force and effect.
- f. Radsol shall have the power to act as the Client's agent in emergency situations where danger to persons or damage to property appears imminent, but Radsol shall be under no obligations to the Client to act as its agent.

### 13. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of the Courts of Western Australia.

### 14. Force Majeure

Neither party will be responsible for any delays in delivery due to causes beyond their control, including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, pandemics, orders, or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

Nothing in this clause will limit or exclude the Client's responsibility and liability under these Terms and Conditions for equipment that is lost, stolen or damaged beyond fair wear and tear during the Rent period or has broken down or become unsafe to use as a result of the Client's conduct or negligence.