

WHSEQ MANAGEMENT IN THE LANDSCAPING INDUSTRY

LANDSCAPE QUEENSLAND MEMBER ONLY - 2023 WHSEQ ORDER FORM (FIRST ISSUE)



LQ member name:	_____	LQ member #:	_____
Trading name: (if relevant)	_____	LQ membership expiry date:	_____
Contact person:	_____	ABN:	_____
Contact phone #:	_____	QBCC licence #:	_____
Contact email:	_____	Logo available?	<input type="checkbox"/> No <input type="checkbox"/> Yes—if yes, please send with form
Business address:	_____		
Postal address:	_____		

Support options	Discounted LQ member pricing* (incl. GST)	Select preferred option
Pack 1 WHSEQ landscaping compliance documentation	\$1,155	<input type="checkbox"/>
Pack 2 WHSEQ lawn and garden maintenance compliance	\$975	<input type="checkbox"/>
WHSEQ induction handbook	\$490	<input type="checkbox"/>
WHS compliance review and report	\$1,200	<input type="checkbox"/>

I agree to the attached terms and conditions and authorise Landscape Queensland to send this WHSEQ pack order form to Masula Compliance Pty Ltd on my behalf. Membership details may be passed onto Masula Compliance for the purposes of filling this order. It is noted that membership with Landscape Qld must be maintained for the currency of this order to access phone and/or email support.

Name:	_____	Signature:	_____	Date:	_____
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PLEASE RETURN COMPLETED FORM TO INFO@LANDSCAPEQUEENSLAND.COM.AU

Note: A representative from Masula Compliance will contact you to confirm your order and arrange payment.

OFFICE USE ONLY

Membership Currency Confirmed?:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Emailed to Masula Compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	_____
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Terms and conditions

These terms and conditions, together with the Order Form, set out the terms of which MASULA COMPLIANCE PTY LTD ABN 17 609 366 994- (**Masula Compliance**) provides Services (defined in clause 2) to you or the company which you represent (the **Client**).

1. THIS AGREEMENT

The Client will be taken to have accepted these terms and conditions if the Client orders, accepts or pays for any services provided by Masula Compliance after receiving or becoming aware of these terms.

2. SERVICES

- a) In consideration for the payment of the fees set out in the Order Form (**Fees**), Masula Compliance will provide the Client with services indicated on the Order Form (**Services**).
- b) Unless otherwise agreed, Masula Compliance may, in its discretion:
 - I. not commence work on any Services until the Client has paid any Fees or deposit payable in respect of such Services; and
 - II. withhold delivery of Services until the Client has paid an invoice in respect of such Services.
- c) Masula Compliance provides these WHSEQ or HR compliance documentation exclusively to Landscape Queensland members. Membership currency with Landscape Queensland will be confirmed prior to processing any WHSEQ or HR compliance documentation sale or renewal.

3. LIMITATION TO SERVICES

3.1 NOT LEGAL ADVICE

While Masula Compliance is a compliance specialist and will use its best endeavours to ensure that the Services are accurate and reflective of current best industry practices, Masula Compliance is not a lawyer or taxation agent and the Services are not intended to be professional legal or taxation advice and should not be relied on as such. The Client may need to obtain legal, taxation or other professional advice before relying on the Services. By not seeking such advice, the Client accepts the risk that the Services may not meet the specific legal or taxation needs of the Client's business.

3.2 LEGISLATIVE, OR REGULATORY CHANGES OR CHANGES TO CLIENT'S BUSINESS

The Client acknowledges that the Services are provided based on the Client's business practices, legislative environment and the information available to Masula Compliance at the time of the delivery of the Services. If, after Masula Compliance had provided Services listed in a Proposal to the Client those Services become unfit for the Client's purpose and/or no longer comply with the relevant laws due to legislative and/or regulatory changes or changes to the Client's business:

- a) Masula Compliance will not be liable to provide the Client any refund or to redeliver the Services already provided;
- b) Masula Compliance will not be liable for any breaches of the law by the Client; and
- c) the Client will be liable to pay Masula Compliance the total Fees payable under the relevant Proposal, if the Client had not already done so.

3.3 SERVICES WILL NOT COVER ALL RISKS

While Masula Compliance will endeavour to ensure that the Services identify all the key compliance risks relevant to the Client, the Client acknowledges that it is not possible that the documentation and advice provided by Masula Compliance as part of the Services will have regard to every possible situation and risk that will be confronted by the Client during the operation of its business.

The Client acknowledges that there may be instances where the Client will have obligations under the common law or other statutes that are not covered by the documentation and/or advice provided by Masula Compliance as part of the Services.

4. MASULA COMPLIANCE OBLIGATIONS

Masula Compliance warrants that:

- a) all work performed by Masula Compliance under this Agreement, will be performed competently and professionally, with due skill and care and to the best of Masula Compliance's knowledge and expertise;
- b) Masula Compliance will use its best endeavours to ensure that the personnel performing the Services possesses and will maintain the relevant and necessary, qualifications, licences, certificates, skill training and experience, required to perform the Services in accordance with clause a).

5. CLIENT OBLIGATIONS

5.1 PROVIDE INFORMATION AND LIAISON

- a) The Client must provide Masula Compliance with all documentation, information and assistance reasonably required for Masula Compliance to perform the Services.
- b) The Client agrees to liaise with Masula Compliance as it reasonably requests for the purpose of enabling Masula Compliance to provide the Services. To comply with this clause, the Client must appoint a member of staff to be a consistent point of contact with Masula Compliance (**Liaison Officer**). If the Liaison Officer changes for any reason, the Client must immediately appoint a new Liaison Officer and notify Masula Compliance in writing of this change.
- c) The Services will be based on the information provided to Masula Compliance by the Client, its personnel and/or the Liaison Officer during set periods of assessment. Masula Compliance will not be liable for any inaccuracies or lateness of such information.

5.2 COMPLIANCE

- a) The Client is responsible for implementing and complying with any recommendations, instructions or advice provided to the Client by Masula Compliance and Masula Compliance will not be liable, if the Client fails to implement, comply and/or follow such recommendation, instructions or advice.
- b) The Client acknowledges that continual risk management processes, implementation, monitoring, review and continuous improvement of the systems and/or advice put in place by Masula Compliance will be required to be undertaken by the Client to ensure ongoing compliance.
- c) The Client is responsible for complying with all applicable Laws, where 'Laws' means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where Services are provided, including but not limited to the *Work Health and Safety Act 2011* (Cth) or equivalent state and/or territory legislation.

6. PAYMENT

6.1 FEES

The Client must pay to Masula Compliance fees in the amounts, at the times and using the payment method set out in the Proposal or as otherwise agreed in writing.

6.2 INVOICES

Unless otherwise agreed in the Proposal:

- a) If Masula Compliance issues an invoice to the Client, payment must be made by the time(s) specified in such invoice; and
- b) in all other circumstances, the Client must pay for all goods and services within one (1) week of receiving an invoice for amounts payable.

6.3 PAYMENT METHOD

The Client must pay Fees using the fee payment method specified in the Proposal. If no payment method is specified in the Proposal, the Client must pay the Fees via Electronic Funds Transfer to the account directed by Masula Compliance.

6.4 LATE PAYMENT

If the Client does not pay Masula Compliance the amounts due and payable under an invoice on or before its due date, without limiting any of Masula Compliance's other rights under this Agreement, the Client must pay Masula Compliance interest at the rate of 10% per annum on each amount outstanding, from the due date for payment to the date on which the payment is received by Masula Compliance.

6.5 EXPENSES

Unless otherwise agreed in writing:

- a) the Client will bear all travel, accommodation, parking, computer storage, media and related expenses reasonably incurred by Masula Compliance in connection with a Proposal; and
- b) any third party costs incurred by Masula Compliance in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Proposal.

6.6 GST

Unless otherwise indicated, amounts stated in the Order Form do not include GST. In relation to any GST payable for a taxable supply by Masula Compliance, the Client must pay the GST subject to Masula Compliance providing a tax invoice.

7. ACCREDITATIONS

Unless otherwise agreed in writing:

- a) all displays or publications of any deliverables provided to the Client as part of the Services (**Deliverables**) must, if requested by Masula Compliance, bear an accreditation and/or a copyright notice including Masula Compliance's name in the form, size and location as directed by Masula Compliance; and
- b) Masula Compliance retains the right to describe the Services and reproduce, publish and display the Deliverables in Masula Compliance's portfolios, social media and websites for the purposes of recognition or professional advancement, and to be credited with authorship of the Services and Deliverables in connection with such uses.

8. INTELLECTUAL PROPERTY

8.1 DEVELOPED IP

All Developed IP will be solely and exclusively owned by Masula Compliance.

8.2 THE MASULA COMPLIANCE IP

- a) Masula Compliance grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use Masula Compliance IP and any Developed IP to the extent required for the Client to use, enjoy the benefit of or exploit the Services and/or the Deliverables.
- b) Unless otherwise agreed in writing by Masula Compliance or in this clause 8.2, the Client will not acquire Intellectual Property Rights in any Masula Compliance IP under this Agreement or as part of receiving the Services.

9. WARRANTIES

- a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement or a Proposal are excluded.
- b) Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, Masula Compliance's liability for breach of that non-excludable condition, warranty or guarantee will, at Masula Compliance's option, be limited to:
 - I. in the case of goods, their replacement or the supply of equivalent goods or their repair; and
 - II. in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Masula Compliance's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:

- a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
- b) is limited, insofar as concerns other liability, to the total money paid to Masula Compliance under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).
- c) Nothing in this agreement is intended to limit the operation of the *Competition and Consumer Act 2010* (Cth).

11. INDEMNITY

The Client indemnifies Masula Compliance from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- a) any breach of this Agreement by the Client; or
- b) any negligent, fraudulent or criminal act or omission of the Client or its personnel.

11.1 SURVIVAL

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination, including without limitation clauses 3, 7, 8, 9, 10, and 11.

12. GENERAL

12.1 GOVERNING LAW

This Agreement is governed by the law applying in Queensland, Australia.

12.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

12.3 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

12.4 RELATIONSHIP

- a) Nothing contained in this Agreement creates an agency, partnership, joint venture or employment relationship between Masula Compliance and the Client or any of their respective employees, agents or contractors.
- b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

12.5 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

12.6 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.