

## Terms & Conditions:

- (a) GMT Emergency Training (Known as “GMT” is a division of GMT Consolidated Pty Ltd ABN 39 641 040) is engaged in the business of providing emergency management and training services.
- (b) This Agreement is for the supply and provision of the Services at “The Sites” named in the on this agreement
- (c) The Services to be provided as the Site is as detailed in the quotation.
- (d) This Agreement is for a period of three (3) years and will automatically renew for a further 1 year, 3 years from the date of this agreement unless terminated by either party in accordance with the requirements as set out in this Agreement.
- (e) The Client agrees to pay GMT the Agreed Sum (plus GST) subject to the conditions of this Agreement as detailed herein. Our billing is periodic, and will coincide with the training schedule.

### 1. Engagement

- 1.1 This Agreement is for three (3) years and will automatically renew for a further 1 year, 3 years from the date of this agreement.
- 1.2 GMT engagement and this Agreement may only be terminated in accordance with clause 7 below.

### 2. GMT’s Obligations

- 2.1 GMT will provide the services in accordance with the procedures laid down in this Agreement.
- 2.2 GMT will provide suitably qualified personnel to carry out the services.
- 2.3 GMT will supply all the necessary equipment required to carry out the services as agreed in the Scope of Works.
- 2.4 The services will be carried out on the days specified in the Service Agreement.
- 2.5 GMT does not charge penalty rates to provide the services on Public Holidays or after hours. If “The Site” is opened or closed on a specific Public Holiday, or if the general services (as per quoted) needs to be completed at an earlier or later time, the fee will remain the same.
- 2.6 GMT management will visit the site and provide reports appropriate to the “The Sites” management.

### 3. Agreed Fee

- 3.1 The client will pay GMT the agreed fee (plus GST) subject to the conditions of this Agreement as detailed herein.
- 3.2 This amount is payable in advance for the Services provided, unless otherwise agreed the agreed fee is exclusive of GST.
- 3.3 The payment of the agreed fee will be due within seven (7) days from the date of invoice. Invoices will be issued periodically, and will coincide with the training schedule.
- 3.4 During any fixed term of the Agreement on each anniversary of the Commencement Date, GMT may by notice in writing increase the amount of Fees and other remuneration for supply of the Services in accordance with the fixed amount or rate set out in the service agreement and if no fixed amount or rate is set in the service agreement then by an amount which is, as a percentage, not more than the increase in the Consumer Price Index (All Groups) for the capital city in the State in which the Services or Products are delivered) for the preceding 12 months.

- 3.5 Failure on the Client's part to make all payments properly due shall entitle GMT option to suspend any work or services both in respect of the subject Agreement or any other contract with the Client until such payment has been made.

#### **4. Safety**

- 4.1 GMT is aware of its responsibilities with regard to all aspects of Occupational, Health and Safety ("OH&S"), Work, Health & Safety ("WH&S"), and every effort will be made to ensure that there are no barriers to workplace safety.
- 4.2 GMT upon commencement of this Agreement will work with all parties to ensure that all OH&S and WH&S issues associated with this Agreement is correctly managed and that all activities are carried out correctly and in a safe manner.

#### **5. Limits of Agreement**

- 5.1 GMT obligations under the Agreement shall be limited to planned and scheduled provision of the Services as detailed in Schedule 1 of this Agreement.
- 5.2 Any work not specified in Schedule 1 of this Agreement will be undertaken at an additional cost to the Client at an agreed hourly rate plus GST per person Monday to Friday and per hour plus GST on Saturday and Sunday. Such additional training will not be carried out without the necessary approval from the nominated person from Client.
- 5.3 GMT shall not be liable for any loss, damage or delay caused by any act of Government, strike, lockout, dispute with workmen, explosion, accident, theft, flood, storm, riot, civil commotion, fire, war, outbreak of hostilities, malicious mischief, act of God, or by any other cause beyond our reasonable control.

#### **6. Insurance**

- 6.1 GMT holds a comprehensive Public Liability Insurance Policy and Professional Indemnity Insurance. Certificates of Currency can be forwarded upon request.
- 6.2 Works will be carried out by GMT and/or its contractors. All contractors of GMT are required to have in place comprehensive Workers Compensation and Public Liability Insurances. Certificate of Currency for such insurances can be provided to the Client upon request.

#### **7. Termination with Notice**

- 7.1 **The Client or GMT may terminate this Agreement at any time for any reason by giving the other party 60 days notice in writing.**
- 7.2 Notwithstanding clause 7.1, the Client may terminate this Agreement at any time without notice if GMT or its servants or agents engage in a serious or material breach of this Agreement.
- 7.3 Failure to provide the Services to the Client's satisfaction will not under this Agreement be a serious or material breach of the Agreement unless:
- 7.3.1 The Client has given GMT written notification that the Services provided by GMT is not in accordance with this Agreement;
- 7.3.2 GMT has agreed with the Client that the Services provided were not in accordance with this Agreement;
- 7.3.3 GMT has not rectified or re-provided the Services as requested in the written notification to the Client's satisfaction; and
- 7.3.4 Such failure to provide the Services in accordance with this Agreement as outlined above in clauses 7.3.1 to 7.3.3 has occurred three (3) or more times within a calendar year.

- 7.4 No cancellation or termination fee will apply for either party. An invoice will be presented to the Client on the termination date for any work not paid for. Payment will be due within seven (7) days from the date of this final invoice.
- 7.5 In the event that the Owner/Property Manager cancels or varies the date on which the agreed training is scheduled to take place and such cancellation or variation takes place within 5 working days of scheduled training date, GMT Emergency Training reserves the right to charge a **cancellation fee of 100% of the training and monitoring fee.**

## **8 Release from Liability**

- 8.1 That GMT Emergency Training will not be liable for any loss, damage, injury or other liability except to the extent that such loss, damage, injury other liability was caused by the negligence of GMT Emergency Training.
- 8.2 If Compli View attendee system is used, GMT Emergency Training will update the Warden Listing on a six monthly basis. However, natural losses of the Emergency Control Organisation do occur outside of these times. GMT Emergency Training request Site/Tenant Coordinator's update this information on a regular basis. GMT Emergency Training cannot take responsibility for the accuracy of the warden listing, unless advised of changes in a timely manner.
- 8.3 Our staff make every effort to recruit wardens. However, we cannot force tenants/staff to nominate for the warden team, therefore, GMT Emergency Training cannot guarantee a full compliment of wardens at any given time.
- 8.4 GMT Emergency Training take no responsibility for non-attendance of wardens at the scheduled training. GMT Emergency Training cannot guarantee compliance to AS3745-2010 if cancellations from the client force the training schedule to extend past a twelve-month period.