

Standard Terms and Conditions



Unless otherwise stated in the relevant Proposal (eg: tender, quotation, submission, cost-estimate), the following standard terms and conditions shall apply, upon acceptance by the Client, to the engagement between the Client and Equal Assurance and/or its Partner organizations (hereafter referred to collectively as “Equal Assurance”) for the provision of the products and/or services as stated in the Proposal (the Account):

1. Fees detailed in the Proposal shall be for products and/or services to be provided by Equal Assurance to the Client as defined in the Proposal.
2. Fees detailed in the Proposal exclude value-added taxes such as the Goods and Services Tax (GST).
3. Any additional products and/or services requested by the Client will be charged by Equal Assurance at the applicable rate (or part thereof) plus associated costs.
4. Travel related expenses outside the metropolitan area of Australian capital cities (eg: flights, motor vehicle, accommodation and sustenance) shall be charged back to the Client at cost plus 10%, less the Client provides same.
5. Timing for the provision of the products and/or services shall be by mutual arrangement between the Client and Equal Assurance, and shall be as required in order that the objectives of the Account are met. Where cancellations or postponements by the Client (of confirmed arrangements) incur costs for Equal Assurance (eg: for cancelled audits, non-attendance of training, defaults on travel arrangements etc.), Equal Assurance shall reserve the right to charge such costs back to the Client.
6. Equal Assurance shall invoice the Client via email, and on a monthly basis, in accordance with the proportion of products and/or services provided.
7. Payment terms of seven days shall be required.
8. Should payment of invoices not be made within the payment terms, Equal Assurance reserves the right to charge the Client debt recovery costs, including interest on outstanding monies, collection agency fees, legal costs, and so on.
9. Fees quoted in the Proposal shall be reviewed on an annual basis in line with changes in the Consumer Price Index and other commercial/market circumstances.
10. For the duration of the Account (including up to payment of final invoice), the Client shall notify Equal Assurance, within seven days, of any changes to its name, contact details or legal status, or any other changes that may have a bearing on the Account.
11. Where services are provided at the Client’s premises, or at locations as directed by the Client, the Client is requested to make any necessary equipment and facilities available to the relevant Equal Assurance personnel in order to safely and effectively provide the required products and/or services.
12. In order to comply with the requirements of the Joint Accreditation System of Australia and New Zealand (JAS-ANZ), Equal Assurance does not provide management system consultancy services. Where required by the Client, such services should be sourced independently of Equal Assurance.
13. The nominated language for the exchange of information between the Client and Equal Assurance shall be English (Australian).
14. Intellectual property acquired and/or developed during the Account that is not owned or has not been paid for by the Client shall remain the express property of Equal Assurance.
15. Products and/or services provided as part of the Account are provided “in good faith”, and are based on the information provided or accessed during the Account. No responsibility for loss occasioned to any persons acting on or refraining from action as a result of any of the results of the products and/or services provided can be accepted.
16. Equal Assurance reserves the right to review fees quoted in the Proposal in line with inflation, regulatory changes, commercial/market circumstances, and Client changes, etc. The Client will be given sufficient notice of any changes.
17. The Proposal shall remain valid for four weeks from its date of issue. Equal Assurance reserves the right to review the terms the Proposal if acceptance by the Client is requested after this period.

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