

## STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

### 1 INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 "Customer" means any person who purchases Services from the Supplier;
- 1.2 "Supplier" means Focused Evaluations Program Pty Ltd trading as CFEP Pty Ltd of PO Box 588, Everton Park, Brisbane Qld 4053;
- 1.3 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

### 2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

### 3 PRICE AND PAYMENT

- 3.1 Payment of the price shall usually be paid on application for individual surveys and by contract or Service Level Agreement terms as applicable. Payment can be made by credit/debit card on-line or over the phone, by EFT or by cheque. Payment in arrears will be by prior agreement only.
- 3.2 There will be a separate charge for translated surveys, extra questions and any additional survey material that is requested. There will also be a charge for translating any comments on the surveys.
- 3.3 The Supplier will send an electronic report to the customer. If any further copies are requested, in any format, there will be an administration charge.
- 3.4 The Supplier reserves the right to modify, update or run promotions on any service at any time. The Supplier reserves the right to change the price of any service at any time. Once a service has been ordered, the price shall remain fixed for the Customer. Under no circumstances shall the Supplier refund the difference should the price of that service decrease.

### 4 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 4.1 Co-operate with the Supplier;
- 4.2 Provide the Supplier with any information reasonably required by the Supplier;
- 4.3 Keep the supplier notified of their correct name, postal address and any phone, fax or e-mail information.
- 4.4 Comply with such other requirements as agreed between the parties.
- 4.5 Comply with all other statutory requirements – particularly in regards to data protection and confidentiality.

### 5 SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 5.2 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects at the point of dispatch.
- 5.3 Delivery of survey material will be within 15 working days of receipt of the application and payment unless otherwise agreed by contract/Service Level Agreement. Delivery of results will generally be within 21 working days from receipt of a sufficient number of completed questionnaires.
- 5.4 Data protection: All paper copies of the questionnaire will be destroyed after processing and not returned to the customer. This is in accordance with CFEP's confidentiality policy.

### 6 LIMITATION OF LIABILITY

- 6.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury. However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.
- 6.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 6.3 The Supplier cannot accept liability for items lost in the post en route to CFEP.

### 7 CANCELLATIONS

Returns/refunds policy: Where a Customer cancels their order after receiving the survey material, the Supplier shall offer the Customer a 50% refund. Where a Customer fails to complete the survey for reasons unrelated to CFEP; there is no refund. Both parties must return or destroy information received from the other if asked to do so.

### 8 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

### 9 CFEP'S PROPERTY

The contents of the CFEP website may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means without the prior express written permission of CFEP. Format and layout of the questionnaire is the property of CFEP. Processing of any data entered onto the questionnaire by anyone other than CFEP is strictly forbidden.

### 10 COPYRIGHT

Surveys may only be used in the format in which the Supplier issues them, be it written form on paper, provided in an electronic format or in any other medium. Surveys may not be used in any other format other than that supplied. Customers may not at any time, without prior written permission of the Supplier, make copies or reproductions (in whatever form) of the questionnaires or survey material. Where any such copy is considered reasonably necessary, the Supplier will provide written permission.

### 11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### 12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Australia and the parties hereby submit to the exclusive jurisdiction of the Australian courts.

### DISCLAIMER

CFEP ([www.cfepsurveys.com.au](http://www.cfepsurveys.com.au)) regularly use links to direct users to additional or related information on other websites. These websites are not under the control of CFEP and we are not responsible for the content of these sites. Other websites are linked or listed as a convenience only and should not be seen as an endorsement of any kind. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.