

PAA General Terms and Conditions for Provision of Goods and Services

1. These general terms and conditions apply to the sale of good and services (which may include training) (**Sale Terms**) supplied, or to be supplied by the Prisoners Aid Association of NSW Inc (**PAA**) ABN 25 756 574 465 or any of its subsidiary goods and services arms including, but not limited to, Mates for Life (**M4L**), Mates on the Move (**MOTM**) and Mates Storage (**MS**).

DEFINITIONS

2. For the purposes of these Sale Terms, the following definitions apply:

Contract	These Sale Terms including any schedules or amendments, or a separate Goods and Services Agreement, whichever is applicable in the circumstances.
Customer	The individual or company to whom goods or services are being supplied.
Supplier	Prisoners Aid Association of NSW Inc (PAA) ABN 25 756 574 465 or any of its subsidiary goods and services arms including, but not limited to, Mates for Life (M4L), Mates on the Move (MOTM) and Mates Storage (MS), or the party identified in a separate Goods or Services Agreement as the Supplier or Vendor.

Interpretation

3. In these Sale Terms:
 - a. The singular includes the plural, and the plural includes the singular;
 - b. The word 'includes' in any form is not a word of limitation;
 - c. Words of any gender include all genders;
 - d. Other parts of speech and grammatical forms of a word or phrase defined in these Sale Terms have a corresponding meaning;
 - e. An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
 - f. A reference to a clause, party, schedule or attachment is a reference to a clause of, and a party, schedule or attachment to, these Sale Terms and a reference to these Sale Terms includes any schedule and attachments;
 - g. A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
 - h. A reference to a party to a document includes that party's successors and permitted assignees;
 - i. A reference to dollars or \$ is a reference to the lawful currency of Commonwealth of Australia unless expressly stated to the contrary; and
 - j. A reference to a body, other than a party to these Sale Terms (including an institute, association or authority), whether statutory or not, which ceases to exist, or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

4. If a separate Goods or Services Agreement has already been entered into, and remains in effect, between the Supplier and Customer that applies generally to the supply of goods or services covered by these Sale Terms, then the terms contained in that contract will apply and prevail over these Sale Terms in the event of any inconsistency.
5. If there is no separate Goods or Services Agreement, no binding contract will arise from a quotation or estimate unless, because of acceptance by the Supplier of an offer made by the Customer, these Sale Terms are also accepted and incorporated.
6. The Contract contains the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all prior agreements and understandings between the parties in connection with the subject matter of the Contract. No oral explanation or information provided by either party affects the meaning or interpretation of the Contract or constitutes any agreement, warranty or understanding between any of the parties.
7. Unless another part of the Contract expressly states otherwise, in the event of any inconsistency between other parts of the Contract and these Sale Terms, these Sale Terms will prevail.
8. The parties may agree to vary the terms of the Contract by recording their agreement to do so in writing. However, any such variation will only be binding on the Supplier if signed by an authorised representative of the Supplier and attached to these Sale Terms.

PRICE

9. The price of Goods or Services as specified in the Contract by the Supplier is subject to any specific terms and conditions as contained in the Contract.
10. Subject to the Contract, the Customer must pay the Supplier the price for Goods and Services provided in accordance with the Contract, on the terms and conditions provided in the invoice.
11. The Customer acknowledges that if the Customer requests any variation in the normal provision of the Goods or Services, including as to the circumstances in which the Services would normally be performed, the specifications, the timing of the Services, or the scope, the Supplier has absolute discretion to accept or reject the requested variation, and acceptance may be subject to such conditions as the Supplier may determine in its absolute discretion, including an increase in the Price or a revised schedule for the delivery of the Goods or performance of the Services.
12. To the extent that any supply made under or in connection with these Sale Terms is a Taxable Supply (as defined by GST law), the recipient must pay, in addition to the consideration to be provided under these Sale Terms for that supply, an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply. The recovery of any amount in respect of GST by the Supplier under these Sale Terms is subject to the issuing of a Tax Invoice.

DELIVERY AND PERFORMANCE

13. The Supplier will use all reasonable endeavours to deliver the Goods or perform the Services in accordance with the terms of the Contract but will not be liable for any failure to deliver the Goods or perform the Services due to any failure in specific requirements of the Customer.
14. The risk of any damage, loss, liability, cost, charge, expense, penalty, outgoing or payment (including legal costs) (**Loss**) to Goods will pass to the Customer on delivery of the Goods, which occurs on the earlier of collection of the Goods by the Customer, delivery of the Goods to the Customer at the Supply Address, or delivery of the Goods by the Supplier to a carrier nominated by the Customer or arranged by the Supplier for the purpose of delivering Goods to the Customer at the Supply Address.
15. The Customer must provide the Supplier, in a timely manner, with all necessary information, documents or other particulars and make the necessary arrangements for any access, approvals and permits, equipment and facilities that the Supplier may reasonably require for the delivery of the Goods or performance of the Services.
16. Where the Services are to be performed other than at the premises of the Supplier, the Customer must ensure the provision of a safe working environment in accordance with all applicable legislation. The Customer must also indemnify and keep indemnified the Supplier in respect of all actions, suits, causes of action, claims, demands and costs of whatsoever nature and howsoever arising from or in relation to occupational health and safety issues and ensure that appropriate permits and insurances are in place.
17. Notwithstanding that the risk in Goods may have passed to the Customer upon delivery, title and ownership of the goods remain with the Supplier until such time as all amounts owing by the Customer to the Supplier with respect to those Goods have been paid in full. The Customer grants to the Supplier an irrevocable licence to enter any of the Customer's premises, exercisable upon termination of the Contract, in order to remove all Goods on the premises for which title has not otherwise passed to the Customer.
18. The Supplier will ensure that to the extent applicable any of its personnel involved in the performance of the Supplier's obligations under the Contract will act professionally and courteously in all dealings with the Customer, comply with any law, standards or codes or practice applicable to the Supplier, and not directly or indirectly cause unreasonable nuisance or interference to the community or public generally, in delivering the Goods or performing the Services.

LIABILITY AND INDEMNIFICATION

19. The Customer indemnifies the Supplier against any Loss suffered or incurred by the Supplier in respect of:
 - a. Death or personal injury to any person;
 - b. Damage to, or destruction or loss of, any property; or
 - c. Any other claims arising in connection with the Goods and Services,Arising in connection with any wrongful act or omission by the Customer, including:
 - d. A breach of the Contract;
 - e. Tort, including negligence or breach of a statutory duty; or

- f. A breach of equitable duty.
20. Any liability of the Customer to indemnify the Supplier under Clause 20 shall be reduced proportionally to the extent that a wrongful act or omission of the Supplier caused or contributed to the:
- a. Death or personal injury to any person; or
 - b. Damage to, or destruction or loss of any property.
21. The Supplier need not incur any cost or make any payment before enforcing any right of indemnity under Clause 20. This indemnity is a continuing obligation and remains separate and independent from the other obligations of the parties and survives the termination of the Contract for whatever reason and continues in full force and effect.

WARRANTIES AND DISCLAIMERS

22. Without limiting any warranty implied by law, including the statutory warranties under the Australian Consumer Law, the Supplier represents, warrants and undertakes in relation to each Good that:
- a. Goods will be free from defects, of acceptable quality and fit for purpose;
 - b. The Goods will match the description and match any sample or demonstration models; and
 - c. The Supplier has the right to sell the Goods, and the Goods are free from any security interest, charge, mortgage, lien or other encumbrance.
23. Without limiting any warranty implied by law, including the statutory warranties under the Australian Consumer Law, the Supplier represents, warrants and undertakes in relation to each Service that the Supplier shall exercise reasonable skill, care and diligence in the performance of the Service and provide the Service within a reasonable time.
24. The Customer acknowledges that the Supplier is relying on the representations and warranties made to it in connection with these Sale Terms. The Customer represents and warrants to the Supplier that:
- a. If it is a company:
 - i. it is duly incorporated and validly existing under the laws of its place of incorporation; and
 - ii. it has the corporate power to own its own assets and to carry on its business as it is now being conducted;
 - b. It has taken all necessary action to authorise the execution, delivery and performance of the Contract, in accordance with its terms;
 - c. It has power to enter into and perform its obligations under the Contract and to carry out the transactions contemplated by the Contract;
 - d. Its obligations under the Contract are valid and binding and are enforceable against it in accordance with their respective terms subject to any equitable remedies and laws relating to the enforcement of creditor's rights;
 - e. The execution, delivery and performance of the Contract and the transactions under them do not:
 - i. If applicable, breach its constitution or other constituent documents or any relevant trust deed or partnership agreement;

- ii. breach any law or decree of any court or official directive which is binding on it;
 - iii. violate any other document or agreement to which it is expressed to be a party, or which is binding on it or any of its assets; or
 - iv. cause a limitation on its powers or the powers of its directors or other officers to be exceeded;
- f. No litigation, arbitration, tax claim, dispute or administrative or other proceeding (which has not been disclosed to the other party in writing) has been commenced, is pending or, to its knowledge, threatened in writing against it which is likely to have an adverse effect upon it or its ability to perform its financial or other obligations under the Contract; and
- g. An Insolvency Event has not occurred in relation to it.

25. In these Sale Terms, an Insolvency Event means where the Customer:

- a. Is insolvent, bankrupt or unable to pay its debts as they fall due;
- b. Enters into an arrangement with its creditors;
- c. Takes or has instituted against it an action or proceeding whether voluntary or compulsory with the object of, or which may result in, the winding-up or bankruptcy of the Customer; or
- d. Has a winding-up or bankruptcy order made against it or passes a resolution for winding-up or bankruptcy.

CONFIDENTIALITY AND PRIVACY

26. The Customer must keep secret, and confidential, any of the Supplier's confidential information, trade secrets, know how, technical, product, market or pricing information relating to the Supplier's business or the Contract (**Confidential Information**). The restrictions in this clause do not apply where the relevant Confidential Information:

- a. Is public knowledge (other than as a result of a breach of the Contract);
- b. Is required by law to be disclosed, provided the Customer has notified the Supplier of such requirement as soon as possible after becoming aware of such requirement; or
- c. Is disclosed to the Customer's directors, officers, employees, financial advisers, analysts or legal representatives for the purpose of exercising rights under and performing the Contract.

TERMINATION

27. It is a Termination Event if:

- a. Any amount payable by the Customer to the Supplier is not paid when due;
- b. The Supplier makes any false representation (whether by act or omission) in respect of the Goods or Services;
- c. The Customer breaches or fails to comply with any term of the Contract;
- d. An Insolvency Event occurs with respect to the Customer; or
- e. A change in control of the Customer occurs.

28. A Customer has the right to cancel or suspend the supply of Goods or Services contemplated by the Contract in line with the terms in the Contract.

29. If a Termination Event occurs, the Supplier is entitled to immediately do one or more of the following:
- a. Declare all amounts actually or contingently owing by the Customer to the Supplier (including for any Services performed but not already paid for), to be immediately due and payable;
 - b. Refuse to supply Goods or Services to the Customer;
 - c. Terminate the Contract; or
 - d. Repossess and remove all Goods for which title has not passed to the Customer.

INSURANCE

30. The Supplier will affect and maintain any insurance which the Supplier considers necessary to protect its interests for the period of time under which the Supplier continues performance of its obligations under the Contract.

GOVERNING LAW

31. These Sale Terms are governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

NOTICES

32. All notices and other documents given or required to be given pursuant to this Contract must:
- a. Be in writing and in clear legible English;
 - b. Signed by a person duly authorised by the sender; and
 - c. Be delivered by prepaid post, or by email to the party to whom the notice is addressed at its address shown in the Contract, as applicable, or such other address as it may have notified to the other party.

CHANGES TO SALE TERMS

33. The Supplier reserves the right to modify, update, add to, discontinue, remove or otherwise change these Sale Terms at any time.
34. The Supplier will provide notice of the changes to Customers by any reasonable means.
35. If a customer continues to use the Goods or Services provided by the Supplier after the effective date of any changes to the Sale Terms, the Customer will be deemed to have accepted the changes.
36. If the Customer does not accept the changes to the Sale Terms, they may terminate their use of the Supplier for Goods and/or Services in accordance with the termination provisions of these Sale Terms.