

Terms of Service

[Version 2.0, Last updated 17 November 2025]

Name	Name: Forward Business Services Pty Ltd, trading as Safety Forward (formerly operating as a sole trader under Newman, Courtney Louise) ABN: 11 691 477 488 ACN: 691 477 488	In our terms and conditions, we are also called 'Safety Forward, 'us', 'we' or 'our'.
Address	33 Balmoral Avenue Riverside, TAS, 7250	
Email	support@safetyforward.com.au	If you have any questions, feedback, comments or complaints, please use this email address. We try to respond within five (5) days.
Our websites	https://safetyforward.com.au/	This website, other platforms controlled by us, the services offered by them and our social media pages are collectively called our 'services'.

When we talk about 'you', 'user' or 'your' in our terms and conditions, we mean you, the user of our services, your officers, employees, and assigns or visitor to our website.



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What comprises our Terms and Conditions, and why they are important?

Our terms and conditions are our agreement with you for the use of our services by you.

To make this information easier to read and understand, we have broken our terms and conditions into the following parts:

- These Terms of Use
- Our Privacy Policy

Together, these documents form our 'terms and conditions' and our agreement with you.

Unless otherwise agreed in writing by us, these terms and conditions will apply and become binding upon you from the time you direct us to start providing the services and cover ALL the services you ask us to provide. These terms and conditions do not need to be signed to be legally binding. We encourage you to carefully read and understand them before using our services as, by continuing to use our website and services, registering an account with us, paying our initial fee or any part of your subscription fee, completing our contact form or workplace quizzes, accepting any quote for bespoke services or communicating your acceptance of our services in any other way, you indicate to us that you agree to be bound by our terms and conditions.

If you do not agree with our terms and conditions, you must stop using our website and our services and terminate any existing agreements you have with us.

We may update our terms and conditions from time to time, and the new provisions will apply from the date they are updated on our website, so we encourage you to check them regularly. We have included a "last updated" date at the top to help you keep track of any changes.

1. No unlawful or prohibited use

- 1.1. As a condition of your use of our services, which are conducted both in person and online, you warrant that you will not use our services for any purpose that is unlawful or prohibited by these terms and conditions. You may not use our services in any manner which could damage, disable, overburden, or impair our services or interfere with any other party's use and enjoyment of our services.
- 1.2. You expressly agree not to:
 - a. engage in threatening, harassing or defamatory behaviour,
 - b. engage in any internal or external spamming, or other similar actions,
 - c. engage in any unlawful or immoral acts, or acts which are in violation of these terms and conditions,



- d. hack into areas of our online services that are not intentionally made available to you,
- e. decompile, reverse engineer, or try to copy or imitate our services or underlying content.

2. Your Safety Forward services

- 2.1. You must be eighteen (18) years of age to engage our services, or otherwise be authorised by an employer, parent or legal guardian to set up an account for which that person will be responsible.
- 2.2. You are engaging Safety Forward to provide specialised workplace health and safety consultancy advice and support. The quality of service and advice depends on your engagement with Safety Forward and your business's commitment to work health and safety ("WHS").
- 2.3. You will be supported by a team member or representative from Safety Forward with the required knowledge, skills, and experience for the work performed. This means that any work requiring subject matter expertise in WHS will be performed or overseen by a suitably qualified and/or experienced Work Health and Safety Professional.
- 2.4. Our packages are designed to be flexible to your needs. They are designed to help you keep your focus on WHS, act strategically and effectively when it comes to WHS, and integrate WHS into your operations.
- 2.5. Safety Forward is committed to providing services that support our clients and add value to our clients. It reserves the right to adjust the service offering in the future.
- 2.6. You agree to provide true and correct details when setting up your account. You agree not to create more than one account with Safety Forward, unless you have let us know, in which case we will link your accounts.
- 2.7. You are solely responsible for any costs, expenses, actions and claims made in respect of the use of our services.
- 2.8. You agree that we can contact you as and when needed to provide the services offered by Safety Forward via the email address that you use to set up your account with us. You acknowledge that it is your responsibility to keep your contact details up to date.

3. Client Responsibilities / Expectations

- 3.1. You warrant that you have the authority and capacity to enter into this contract on behalf of your organisation.



- 3.2. You agree to inform us promptly of any changes to your workplace, operations, or contact details that may affect the delivery or relevance of our services.
- 3.3. You commit to working collaboratively with Safety Forward to improve safety in your business. You acknowledge that you know your business best, and the quality and effectiveness of our services depend on your engagement, input, and responsiveness.
- 3.4. You will provide all requested information, documents, access, and instructions required to support the delivery of our services. You will send feedback and edits in one communication wherever possible.
- 3.5. Many of our services require collaboration and scheduled time with you. Safety Forward will provide booking links where needed, and it remains your responsibility to schedule and attend any required collaborative time.
- 3.6. You remain solely responsible for all WHS duties and obligations as the PCBU, officers, and workers under applicable WHS legislation. Engaging Safety Forward does not delegate, transfer, or reduce any statutory WHS responsibilities, and we do not act as your WHS Officer, WHS Manager, or any person responsible for WHS compliance or WHS decision-making.
- 3.7. You are responsible for allocating the resources, supervision, budget, personnel, and internal processes needed to implement and maintain any controls, actions, or recommendations provided by Safety Forward.
- 3.8. You are responsible for maintaining, updating, and securely storing all WHS documentation, records, registers, and evidence required for compliance. Safety Forward does not manage day-to-day WHS record keeping unless expressly included in your agreement.
- 3.9. You are responsible for monitoring WHS performance within your workplace, including worker behaviours, supervision, adherence to safe work procedures, escalation of WHS issues, and internal follow-through. Safety Forward's role is advisory only.
- 3.10. You acknowledge that our advice is based on the information, access, and documentation you provide. You are responsible for ensuring that information supplied to us is accurate, complete, and not misleading. We are not responsible for consequences arising from incomplete, inaccurate, or withheld information.
- 3.11. You are responsible for communicating WHS decisions, actions, system changes, and any Safety Forward deliverables to your workforce and leadership team. Safety Forward is not responsible for internal rollout, workforce uptake, or operational integration of recommendations.



4. Our services - WHS Support Packages

- 4.1. Safety Forward offers three (3) support options through our WHS Support Packages. Our services are designed to be accessed virtually and executed digitally. Safety Forward can support you outside of this, however, Safety Forward reserves the right to invoice you for reimbursement of any associated expenses outside the scope of our packages below – see [9. Reimbursement of expenses](#). These packages do not include the activities listed in Section 7 (Service Limitations & Exclusions) unless expressly agreed.

You are entitled to support under our WHS Support Packages as outlined in these terms and conditions. The following list is indicative of services which may be provided:

What's Included	Safety Support	Safety Plus	Safety Leader
Email based advice, guidance and support	✓	✓	✓
Officer Obligations Training	X	✓	✓
WHS risk review	X	✓	✓
Safety Committee training	X	✓	✓
WHS risk register development and review	X	✓	✓
WHS improvement projects	X	✓	✓
WHS support at meetings (e.g. virtual attendance at toolbox, committee, management or other meetings)	X	X	✓
WHS management system design, review and maintenance	X	X	✓
Incident support	X	X	✓
Workers compensation support	X	X	✓
Total hours of support available per month	2	6	10
Investment (Annual)	\$7,188	\$17,328	\$29,328
Investment (Monthly)	\$599	\$1,444	\$2,444

All fees quoted are exclusive of GST



- 4.2. Within the Safety Plus and Safety Leader packages, we will work with you to establish your specific strategic objectives and tailor our hands-on support services accordingly.
- 4.3. Our packages are for a minimum term of twelve (12) months.
- 4.4. After the committed twelve (12) month term:
 - a. this agreement and our services will automatically renew on a month-to-month basis; and
 - b. you may cancel our services at any time upon fourteen (14) days' written notice.
- 4.5. If you are eligible for a discounted fee, you will be entitled to remain on the discounted rate after the initial twelve (12) month period for each successive term that your subscription remains active, unless notified otherwise by us.
- 4.6. The hours of support per month are dependent on the package you choose. For example, if you select our Safety Leader Package, you are entitled to ten (10) hours of support per month. See Clause 3.1 for detail.
- 4.7. For our full service, WHS Support – Safety Leader packages:
 - a. to support you in understanding and managing work health and safety obligations, Safety Forward will need to complete a comprehensive review and upgrade of your current systems.
 - b. Safety Forward will work with you to understand your needs and prioritise this work within your package.
 - c. our capacity to deliver a comprehensive WHS management system within your package hours will be dependent on the current state of your systems, the complexity of your business, and the support you request/require beyond the scope of WHS management system review.
- 4.8. Where Safety Forward is completing projects independently, we may choose to “borrow” from future hours or “bank” hours to support future work. Any “banked” hours remain owed to you in this event.
- 4.9. In the event we cannot execute our work due to you being inaccessible, failing to provide requested information, or failing to engage, any unused support hours in the month will not be credited to future months unless it is by prior agreement between us in writing.
- 4.10. Within a WHS Support Package, you are entitled to unlimited edits or adjustments to documents and deliverables within your selected package, with hours deducted from your monthly support hours entitlement accordingly.



- 4.11. If you book a time to meet with Safety Forward within your WHS Support Package and fail to attend at the scheduled time without giving at least twenty-four (24) hours' notice, you will not receive credit for the missed appointment time.
- 4.12. Safety Forward reserves the right to reschedule appointments due to unforeseen circumstances or emergencies with no penalty to the client.
- 4.13. Any additional services requested by you that are outside the scope of your WHS Support Package may incur extra charges, which will be communicated and agreed upon prior to us rendering our services to you.
- 4.14. How does the WHS Support Package work?
 - a. once you have agreed to these terms and made the initial payment of your WHS Support Package fees, Safety Forward will email you a link to schedule the initial planning meeting with us, and if relevant, your WHS Risk Review. At the meeting we will explore your goals and support you to define the strategic deliverables for your package period.
 - b. Safety Forward will create a collaborative workspace for the project. This process will be confirmed by email. You are responsible to ensure that all instructions are followed to accept and gain access to the workspace.
 - c. following the initial planning meeting, Safety Forward will develop an actionable strategic plan that aligns with your package hours.
 - d. Safety Forward will schedule a follow-up meeting with you to finalise the plan, ensuring all parties are aligned on deliverables and timelines.
 - e. once the plan is finalised, Safety Forward will execute the plan, prompting input and action from you to ensure the plan maintains momentum.
 - f. delivery of our support requires your collaboration and input. Where collaboration is required, if not otherwise agreed and booked in advance, Safety Forward will send you a link to schedule a meeting at a time that suits you. It remains your responsibility to book in required collaborative time to support the delivery of our services to you.
 - g. Safety Forward will respond within two (2) days to any written support requests from WHS Support Package clients.

5. Our services - WHS Risk Review

- 5.1. Safety Forward offers a stand-alone WHS risk review service. This service is designed to be accessed virtually and executed digitally. Safety Forward can support you outside of this, however, Safety Forward reserves the right to invoice you for reimbursement of any



associated expenses outside the scope of our packages below – see [9. Reimbursement of expenses](#).

- 5.2. Our WHS Risk Review process is charged at \$4,999, plus GST. This entitles you to:
- a. a review of your WHS systems, focusing on their quality and completeness for compliance and governance purposes. While this review considers worker risk exposure, it doesn't provide a comprehensive WHS risk assessment. Instead, it identifies systemic barriers to effective risk management
 - b. a streamlined scorecard, outlining our findings, and recommendations in a concise and easy to follow way.
 - c. a 1.5 hour Officer Workshop, which includes Officer Due Diligence, leader WHS obligation training, and a debrief and strategic discussion about the WHS Risk Review findings. This can be condensed into 1 hour if required, however we recommend allowing time for strategic discussion.
- 5.3. This service is designed to cut out the traditional "paperwork" of an audit, instead providing you with a concise and easy-to-understand tool designed to empower you to take immediate action in your business. If you need a formalised report of our findings for insurance renewals, or Board governance, this can be added on for \$1299, plus GST.
- 5.4. We encourage you to book your WHS Risk Review, and Officer Workshop immediately upon purchase. You will have 6 months from the point of purchase to book this service.
- 5.5. Safety Forward will need at least 4 weeks from the date of your WHS Risk Review to develop your report and break it into meaningful insights for your Officer/Leader training.
- 5.6. Safety Forward reserves the right to reschedule appointments due to unforeseen circumstances or emergencies with no penalty to you.
- 5.7. Any additional services requested by you that are outside the scope of your WHS Risk Review Support Package may incur extra charges, which will be communicated and agreed upon prior to us rendering our services to you.
- 5.8. We allow unlimited edits or adjustments to your WHS Risk Report provided those requested changes together with any supporting documents and information are requested within ten (10) days of the date of delivery of the first draft.

6. Our services – Bespoke Services

- 6.1. Safety Forward may also offer bespoke services tailored to your specified needs and requirements. These services are designed to be accessed virtually and executed digitally. Safety Forward can support you outside of this, however, Safety Forward



reserves the right to invoice you for reimbursement of any associated expenses outside the scope of our packages below – see [8. Reimbursement of expenses](#).

- 6.2. For bespoke services, we will provide you a written quote detailing the services and deliverables included, and the investment required.
- 6.3. We allow unlimited edits or adjustments to any deliverables provided those changes together with any supporting documents and information are requested within ten (10) days of the date of delivery of delivery of the first draft.
- 6.4. You will aim to send us your edits in one communication wherever possible, to assist us in completing your work in a timely manner.
- 6.5. Where substantial changes are requested, we may elect to invoice you for additional work done outside of the scope of our agreed services to you.
- 6.6. Any additional services requested by you that are outside the scope of the agreed upon quote, may incur extra charges, which will be communicated and agreed upon prior to us rendering our services to you

7. Service limitations & exclusions

- 7.1. Safety Forward provides WHS consultancy, advisory, training, and strategic support services. The scope of our services is limited to what is expressly included in these Terms of Service and/or your bespoke service agreement, as applicable. These limitations operate alongside, and in addition to, your responsibilities set out in Section 3.
- 7.2. We may provide advice, guidance, tools, templates, training, suggested actions, and strategic support relating to WHS matters – including incident response, risk management, system development, and compliance activities. However, unless expressly included in the agreed scope, we do not perform these activities for you, nor do we execute, implement, administer, or manage WHS controls, investigations, assessments, or compliance actions on your behalf.
- 7.3. Our advice and recommendations are based solely on the information, access, and documentation you provide. We do not guarantee that our advice will identify all hazards, risks, non-compliances, or issues, particularly where information is incomplete, inaccurate, not disclosed, or not available to us.
- 7.4. We may provide advice, guidance, preparation support, and—where appropriate and within your available service hours—practical assistance relating to WHS activities such as incident matters, risk management, workers' compensation, and regulatory communications. However, unless expressly included in your WHS Support Package or bespoke service agreement, we are not obligated to perform these activities for you.
- 7.5. Unless expressly included and agreed in writing, our services do **not** include:



- a. conducting incident investigations or formal root-cause analysis (although we may assist at our discretion where appropriate and within available service hours or a separately scoped agreement);
 - b. conducting day-to-day, task-level, or ongoing operational risk assessments (although we may undertake strategic or system-level WHS risk assessments where included in your package or project scope);
 - c. providing workers' compensation case management (although we may offer advice and strategic support, we do not manage operational or administrative aspects of claims, including medical appointments, insurer communications, return-to-work planning, or day-to-day case management);
 - d. developing technical or engineering risk controls (although we may recommend control options, we do not design, specify, source, procure, arrange, oversee, or verify engineering or technical controls);
 - e. preparing documents for regulatory notices, improvement notices, or legal matters (although we may provide advice or draft supporting material, we do not act as your representative, and you remain responsible for preparing, reviewing, and submitting all regulatory or legal documents);
 - f. acting as your WHS Officer, WHS Manager, an 'officer' under the harmonised Work Health and Safety Act, or any person responsible for WHS compliance, WHS decision-making, or statutory WHS duties;
 - g. ongoing administration, updating, or maintenance of your WHS management system (although we may provide high-level oversight and review within your package or project scope, we do not perform day-to-day WHS administration such as record-keeping, scheduling, monitoring worker use, or overseeing operational compliance).
- 7.6. Where we choose to assist with any of the tasks listed in clauses 7.5(a)–7.5(e), such assistance is discretionary, dependent on capacity, complexity, available service hours, and the scope of your agreement. Any such assistance does not constitute an assumption of your statutory WHS duties.
- 7.7. Implementation of any advice, recommendations, systems, documents, or solutions provided by Safety Forward remains entirely your responsibility as the PCBU and/or duty holder under relevant WHS legislation.



8. Non-exclusivity

- 8.1. By entering into this agreement, we do not enter any form of exclusive arrangement with you for the supply of our services. We may at any time supply similar services or the same services to anyone else.

9. Reimbursement of expenses

- 9.1. To maximise value to you, Safety Forward will support you virtually through its preferred platform. If an in-person meeting or site visit is required within a WHS Support Package, Safety Forward will deduct travel time from your package hours.
- 9.2. If you request services that involve additional expenses, we will work with you to find a lower cost/suitable alternative. If no alternative solution is available and there is agreement between yourself and Safety Forward to proceed, Safety Forward will seek approval of expenses in writing. Expenses associated with delivery of services will be charged as follows:
- a. the current cents per kilometre tax rate defined by the Australian Tax Office for motor vehicular travel for travel beyond the Greater Launceston area.
 - b. flights and/or accommodation at the cost incurred, plus a 15% administration fee.
 - c. the cost of printing collateral or associated materials at the cost incurred, plus a 15% administration fee.

10. Investment and account billing

- 10.1. The costs of our services are dependent on the service you choose.
- 10.2. You agree to make payment via our designated digital payment service for WHS Support Packages and WHS Risk Review services. Unless otherwise agreed, payment of fees associated with these services will be monthly, in advance of the service.
- 10.3. If you are subscribed to a WHS Support Package and require support hours beyond your included entitlement, additional services will be charged at an hourly rate of \$225 plus GST, invoiced monthly. If payment is not received by the due date, any time spent on payment reminders or follow-up communications may be deducted from your remaining package hours. We reserve the right to suspend services until outstanding invoices are settled.
- 10.4. For Bespoke Services, a non-refundable deposit amounting to 50% of the quoted service fee shall be payable upon the acceptance of the quote and prior to the commencement of work. The remaining balance shall be due upon the completion of the services. Payment of any invoice issued in arrears is due within fourteen (14) days from the invoice date.



- 10.5. Safety Forward reserves the right to adjust our fees anytime, including for new or existing services. If we increase our fees, we will provide you with reasonable notice, typically at least twenty eighty (28) days before the change takes effect. However, we may immediately adjust prices for new services or changes in applicable taxes or fees. If you do not agree with the intended fee increase, you may terminate this agreement in writing. If you do not terminate this agreement before renewal, you are deemed to have accepted the increase in fees and the fee increase will take effect from the next monthly billing cycle.
- 10.6. We may offer discounts, promotions, or special pricing for services or customers. These offers are subject to change at any time, and Safety Forward reserves the right to discontinue them without notice.
- 10.7. Our fees are in Australian Dollars and exclude goods and services tax. You will be liable for payment of any GST charges in addition to our fees.
- 10.8. A valid credit or debit card is required for payment of our WHS Support Packages and WHS Risk Review services, which are processed on our designated digital payment service. We have designed our arrangements so Safety Forward pays the merchant fees associated with these payments; however, we cannot control whether your bank charges you a processing fee. Any card processing fees are payable by you in accordance with prevailing industry standards and regulations, and the relevant laws governing electronic fund transfers in Australia and overseas.
- 10.9. You agree that:
- a. you will not deduct, withhold or off-set any fees owed to us under this agreement for any reason, including but not limited to, any disappointment or perceived failure of our services;
 - b. we may suspend, delay, or cancel our services if fees are late or unpaid or in our opinion you fail to provide complete, accurate and timely materials or communication and we are not liable for any resulting loss that arises because of any suspension, delay, or cancelation by us;
 - c. you are liable for payment of any dishonour fees incurred by us, as well as any costs and disbursements incurred by us in pursuing the debt if applicable (including legal costs on a solicitor and own client basis and collection agency costs when permitted by law); and
 - d. late payments attract interest at the rate of 10% calculated daily from the date a payment is due to the date of payment is made (both prior to and after judgment, if applicable).



11. Termination

- 11.1. If Safety Forward cannot execute or deliver the services outlined in this agreement due to you being inaccessible, failing to provide requested information, or failing to engage, Safety Forward reserves the right to terminate your service. You will not be entitled to reimbursement for fees already charged in this event.
- 11.2. In the event either party wishes to terminate the WHS Support Package, the party may do so by providing fourteen (14) days' written notice to the other party. Following termination by either party:
- a. no further services will be provided, and you will not be entitled to a refund.
 - b. the balance of subscription fees for the subscription period may become immediately due and payable.
 - c. if you are no longer within a subscription" period, and hours have been "borrowed" from future months to execute services to you, Safety Forward will invoice for all hours used in excess of your entitlement at \$300 per hour, plus GST.
 - d. you must cancel any automated direct deposits, direct debit, or credit card facilities in place at the time of termination; and
 - e. you will indemnify us for any third-party fees incurred after the termination date relating to the services provided to you.
- 11.3. If you have purchased a WHS Risk Review, you may cancel with a full refund up to 24 hours before the scheduled WHS Risk Review. After this point, you are no longer eligible for cancellation or refund.
- 11.4. You agree to reimburse Safety Forward for all costs and expenses of the agreement in full and which relate to non-cancellable commitments.

12. Third party platforms

- 12.1. We may suggest or use third party platforms to create or deliver our services to you or for you to communicate with us. Third party platforms may include work health and safety platforms, project software, file sharing and communication platforms. It may also include other programs or products that do not originate from us or belong to us, as well as marketing automation platforms or other software or tools.
- 12.2. Any third party provider has its own terms and conditions. It is your responsibility to read the terms and conditions and be satisfied they are acceptable for your use. Unless otherwise specified in this agreement, you are solely responsible for the setup, maintenance, and ongoing cost of maintaining your own third party platform accounts.



We do not guarantee the performance, functionality or error free integration of any third party platform.

- 12.3. Third party platforms may change their policies and processes at any time and without notice. This may cause interruption or delay in us providing our services to you. This includes the closure by the platform provider of an account, function or feature without notice or explanation during the provision of services by us to you. Safety Forward is not liable for any loss or damage incurred by you if this happens.

13. Security, accessibility, and integrations

- 13.1. We use a combination of your systems, and our own, to deliver our services to you.
- 13.2. We may recommend systems that our team is familiar with without assuming any liability for your use of those systems. You are responsible for satisfying yourself as to the security, accessibility, and reliability of the services you use for your business.
- 13.3. **Accessibility & Language** – Whilst Safety Forward works with clients whose representatives can communicate effectively with us in English (a necessary requirement for effective service delivery), we recognise that some workplaces include culturally and linguistically diverse workers. Safety Forward will make reasonable efforts, within the limits of our tools, technology, and service scope, to present information in a clear and accessible way for linguistically diverse teams. However, we do not provide professional translation or interpreting services. It is your responsibility to ensure that all WHS information, training, instructions, and communications provided to your workers are translated, interpreted, or otherwise delivered in a manner they can understand, as required under your WHS duties.
- 13.4. **Cyber Security & Data Breaches** – Safety Forward takes reasonable steps to protect the security of our systems, data storage, and communication platforms, including the use of reputable third-party providers, access controls, and general cybersecurity practices appropriate to the size and nature of our business. However, we cannot guarantee that our systems or third-party platforms will be free from cyber threats, breaches, unauthorised access, vulnerabilities, or interruptions.
- 13.5. If Safety Forward becomes aware of a data breach involving personal information that is likely to result in serious harm, we will assess the incident and respond in accordance with the Notifiable Data Breaches (NDB) scheme under the Privacy Act 1988 (Cth). Where required, we will notify affected individuals and the Office of the Australian Information Commissioner (OAIC).
- 13.6. You are responsible for ensuring that your own IT systems, networks, devices, and internal processes are secure and suitable for receiving, storing, and implementing any WHS documents, communications, or materials provided by us. Safety Forward is not



responsible for cybersecurity incidents arising from your systems, third-party products you select, or your handling of the information we provide.

14. Privacy

- 14.1. Our privacy policy can be found on our website at <https://safetyforward.com.au/privacy-policy>. You should read and understand this policy along with these terms and conditions, as both govern the use of our website and services.
- 14.2. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs regulate how we collect, use, disclose, store, secure and dispose of your personal information.
- 14.3. Your personal information may be transferred, stored, or processed outside Australia by our trusted third-party service providers. We take reasonable steps to ensure these providers comply with privacy standards comparable to the Australian Privacy Principles; however, we cannot guarantee how overseas recipients will handle your information. By using our services, you consent to this cross-border disclosure.
- 14.4. We deny all liability for any computer virus or technological problems that were not intentionally caused by us or are beyond our reasonable control.

15. Insurance disclosure

- 15.1. Safety Forward maintains professional indemnity, public liability, workers compensation and cyber security insurance appropriate to the nature of our WHS consultancy services in Australia.
- 15.2. Our insurance policies are subject to their own terms, conditions, limits, and exclusions. We do not represent or guarantee that our insurance will respond to or cover any particular claim, loss, or circumstance relating to your business or arising from your use or implementation of our services.
- 15.3. Certificates of currency may be provided upon written request where required for procurement, contractual, or tender purposes.

16. Limitation of liability

- 16.1. We are not liable for the accuracy or lawfulness of any content you provide to us or for any content, material, or publication that we produce on your behalf that has been approved by you.



- 16.2. To the fullest extent permissible by law, and without limiting Australian Consumer Law or other applicable laws, in the event of any fault in the services, our liability will be limited, at our choice, to:
- a. supplying the services again;
 - b. repairing any fault in the services caused by us;
 - c. payment of the cost of having any fault in the services caused by us repaired; or
 - d. payment of the cost of having the services supplied again up to the original value of our services.
- 16.3. Notwithstanding any other clause in this agreement, you agree that our total maximum aggregate liability to you for any action or claim or group of actions or claims is the amount actually paid by you for services under this agreement rendered in the three months immediately preceding the date of dispute (or latest in time dispute if more than one dispute).
- 16.4. Neither party will be liable for lost revenues, profits, or savings, nor for any indirect, exemplary, punitive, special, or consequential loss or damages of any party, including third parties, even if a party has been advised of the possibility of that loss or damages.
- 16.5. Nothing in these terms excludes, restricts or modifies your rights under the Australian Consumer Law.
- 16.6. This limitation of liability applies to the fullest extent permitted by law, and survives any termination or expiration of this agreement, or your use of the services.

17. Indemnity

- 17.1. You agree that your access to and use of our services will be at your sole risk.
- 17.2. You agree to indemnify and defend Safety Forward, its officers, directors, employees and agents from and against any and all claims, losses, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees), arising out of or relating to any act or omission arising from or related to this agreement and our services to you including but not limited to:
- a. any personal injury, death or damage to tangible property suffered by you or any third party in any way associated with your use of our services,
 - b. any claim by a third party arising out of your use of our services,
 - c. your unauthorised use of our services, or
 - d. your breach of our terms and conditions for our services.



- 17.3. Nothing in this agreement authorises you to defend, compromise or settle any claim or proceeding on behalf of Safety Forward.

18. Dispute resolution

- 18.1. Our clients satisfaction is very important to us. If a dispute arises in relation to this agreement, please let us know first and we will try to resolve it in good faith with you.
- 18.2. Either party can give written notice stating what is in dispute and can request a meeting to resolve the matter. If this happens, each party must meet in good faith and act reasonably in endeavouring to resolve the dispute quickly through negotiation.
- 18.3. Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any question regarding its existence, validity, or termination, that the parties cannot resolve within thirty (30) days shall be referred to mediation. If the parties are unable to agree on the appointment of a mediator, then the parties will request the Resolution Institute <https://resolution.institute/>, or another suitable entity, to appoint an independent mediator. The parties agree that the mediators fee and the cost of hiring room/s for mediation will be paid equally by the parties.

19. Copyright, trademarks and other intellectual property

- 19.1. You grant Safety Forward permission to use your intellectual property, such as branding and logos, to fulfil our obligations to you under this agreement.
- 19.2. You grant Safety Forward permission to use your business name, logo and photos/videos taken at your workplace, to promote safety success stories on our website and social media platforms for the purposes of improving safety across your industry and enhancing the reputation of both Safety Forward and your organisation. Safety Forward will not name an individual or use an image that includes an individual in your organisation without written permission from an authorised person.
- 19.3. Safety Forward owns the copyright in all work produced by us at your request. As our client, you are granted a perpetual, non-exclusive licence to use the work produced for you for the purpose notified to us at the time you requested the work done. This licence does not permit or authorise you to give permission to other people to use what we have produced, or to sell it to others. If someone likes what we have done for you, please put them in contact with us so that we can help them achieve their objectives.
- 19.4. If you wish to produce documents for a group outside of your organisation, Safety Forward can provide licence terms and cost.
- 19.5. For clarity, all legal and moral rights and entitlement are claimed by, are owned, and remain with us in relation to:



- a. our materials, methods of service delivery, branding, marketing, copyright, trademarks, videos, digital interviews and presentations, written/audio/visual stories, articles, banners, or any form of publication, promotion, video or other material.
- b. our IP does not need to be registered or be held under legal copyright by us to be protected and our Intellectual property rights and moral rights have the same meaning given under the Australian Copyright Act 1968.

19.6. We request that you do not share our materials or methods as this would infringe upon our rights and significant investment in developing our business and goodwill.

20. Permission

- 20.1. You may access, download, or print material provided to you for personal use, or use within your organisation only. Sharing without prior permission is expressly prohibited. You are not permitted to use our copyright material for commercial profit of any sort. This means you cannot resell our services or copyright material without our express written permission. You agree not to change or delete any copyright or proprietary notice from materials downloaded from our website or any page accessible through this website or provided to you by us in the delivery of our services to you.
- 20.2. Please contact support@safetyforward.com.au if you require permission to reproduce any of the contents of any part of our services for any purpose other than for intended internal use within your organisation.

21. Copyright infringement

- 21.1. If you believe that material on our website infringes third-party intellectual property rights, please contact us at support@safetyforward.com.au and provide sufficient information to enable us to determine who owns the intellectual property. If we form the reasonable belief that there has been an infringement, then we will remove it from our website.
- 21.2. Be aware that you may be liable if you knowingly make any misrepresentations when providing information to us.

22. Your data

- 22.1. You grant us a license to use, copy, transmit and store your branding, data, materials, and IP for the purpose of providing the services.
- 22.2. While all care is taken to securely store your materials and data, including regularly performing back-ups, we do rely on third-party providers for storage and other services, and we make no warranty that our backups will be accessible by you or that your data



will be safe. We will not be responsible or liable for the theft, deletion, correction, destruction, damage, loss, or failure of any of your material or data.

- 22.3. If this agreement is terminated, we will hold any original or unused materials and data for a maximum period of ninety (90) days from the date of termination. After the ninety (90) day period has ended, materials and data may be permanently deleted from our systems.

23. Damaging event (force majeure)

- 23.1. A damaging event, also known as a 'force majeure event', means an event that is beyond a party's control, including but not limited to war, pandemic or other serious health outbreak or concern, fire, earthquake, labour dispute, act of "God", death or serious injury or illness, unavailability of any electricity or other utilities, or unavailability or material change in any third-party technologies or platforms (or the rules governing such technologies or platforms) and any local, state, federal, national, or international law or governmental order.
- 23.2. Other than for payments due:
- a. neither party will be liable for delay or failure to perform its obligations under this agreement if that delay or failure is due to a force majeure event;
 - b. if a delay or failure of a party to perform its obligations is caused or anticipated due to a force majeure event, the performance of that party's obligations will be suspended.
- 23.3. If a force majeure event causes a delay, suspension, or termination of this agreement, you agree that payment of all services or work completed up to the date of suspension or termination are still payable by you.

24. Confidentiality

- 24.1. You may provide information to us that is important and confidential to you or your business. We will only use that information to provide the intended services to you. Our contracts and business methods are confidential to our business, and you agree to keep them confidential.
- 24.2. These obligations of confidence will cease to apply in relation to information that either party is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by the disclosing party of its obligations of confidence under this agreement.



- 24.3. Confidential information also includes any commercially sensitive information such as revenue, customers, profits, personal details, trade secrets, and any information identified explicitly by either party as confidential.
- 24.4. We will take reasonable steps to ensure that any employee, contractor, subcontractor, or associate engaged by us and given access to your confidential information complies with confidentiality obligations no less protective than those set out in this agreement.

25. Content and marketing communications

- 25.1. Outside of your interaction with our team, we provide regular content designed specifically for our clients to help elevate and educate your business on important safety topics, industry updates, and best practices. These communications may include updates, offers, newsletters, and other valuable information related to our services. By engaging our services, you consent to receive these communications from us via our marketing email system. You may opt out of receiving these emails at any time by following the unsubscribe instructions included in each email.

26. Disclaimer

DISCLAIMER ABOUT NO WARRANTY FOR COMPLIANCE WITH WORKPLACE HEALTH AND SAFETY

- 26.1. You specifically acknowledge and agree that your use of our services is at your own risk.
- 26.2. Australia's WHS framework is governed by a combination of national and state or territory-specific legislation. The *Model Work Health and Safety Act 2011 (Cth)* forms the basis of the harmonised WHS laws adopted by most jurisdictions, while Victoria continues to operate under its own separate legislative framework. Safe Work Australia develops and maintains the model WHS legislative framework, including the Model WHS Regulations and Codes of Practice.
- 26.3. Our primary frame of reference is the WHS framework applying in Tasmania, based on the harmonised WHS laws, and we use this as the foundation for our approach to safety systems and advice. Where relevant, we build upon this by referring to the specific WHS legislation and regulations that apply in the jurisdiction in which your business operates. Please note that state-based and industry-specific variations may exist, and it remains your responsibility to be aware of and comply with the WHS requirements applicable to your operations.
- 26.4. We are a consultancy, training, strategy and information service and while we aim to provide strategic, effective and quality services, we do not guarantee that use of our services will ensure your business is current or compliant with applicable WHS legislation. We have no control over your staff, supervision, day-to-day processes or how you use or integrate our services or the solutions we produce into your workplace.



- 26.5. We make no representations about the suitability, reliability, availability, timeliness, or accuracy of anything contained in our services for any purpose, to the maximum extent permitted by applicable law. Our services are provided on an "as is" and "as available" basis without warranty or condition, whether express or implied, of any kind.
- 26.6. Safety Forward makes no promises that you will have uninterrupted or error-free access to and use of our services, or that the services will meet all of your requirements.
- 26.7. No advice or information, whether oral or written, obtained by you from Safety Forward will create any warranty not expressly stated in these terms and conditions.
- 26.8. Any material downloaded or otherwise obtained through the use of our online services is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

27. General

27.1. Notices –

- a. Any required notice between the parties, including a notice of dispute, may be provided electronically in writing to the email contact details notified in the schedule, or as later notified in writing.
- b. Notices sent electronically are deemed to have been received on the same business day if sent prior to 4.00pm on that business day and otherwise, the next business day (where a business day is a day that is not a public holiday, Saturday, or Sunday in Northern Tasmania).

27.2. **Day/s** – are defined as business days which means any day that is not a Saturday, Sunday, or a public holiday recognized in Northern Tasmania. Any reference to "Days" in this agreement shall not include calendar days unless explicitly stated otherwise.

27.3. **Editing** – means an opportunity to adjust parts of the created work product and does not mean starting again or from scratch, or re-designing, upgrading, or making substantial changes. Please note we will not make edits which impact the integrity or factual correctness of any report or document, instead edits are made to ensure the document accurately reflect your business' operation and WHS risk.

27.4. **Assignment** – We may assign our rights and obligations under this agreement and will provide notice of doing so. This is only likely to happen if we sell our business. Our services are personal to your business and cannot be assigned by you without our prior written consent, which will not be unreasonably withheld.

27.5. **Severability** – If any of these terms and conditions are determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed replaced by a



valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

- 27.6. **No Detriment** – A clause in this agreement will not be invalid, void or severed because it is more favourable to one party than the other, and if a clause in this agreement is more favourable to one party than the other then the parties agree that no adverse presumption, detriment or finding will be made to the detriment of a party because that party drafted the agreement. The parties agree that they are each sufficiently commercially sophisticated and savvy to understand all of their rights when entering into this agreement.
- 27.7. **Waiver** – Any time or other extension granted by us will not in any way amount to a waiver of any of our rights or remedies under this agreement.
- 27.8. **Entire Agreement** – These Terms of Service form the agreement between us and anything else discussed before and/or afterward is not part of the agreement or fees charged unless it was included in writing.
- 27.9. **No Relationship** – We are providing services to you as an independent contractor and nothing in this agreement should be interpreted to suggest otherwise.
- 27.10. **Governing Law** – This agreement is governed by the laws of Tasmania; Australia and the parties agree to be subject to the jurisdiction of the courts of that jurisdiction.
- 27.11. **Electronic Acceptance** – This agreement may be entered into by ticking or checking the 'I agree' box on our website or quizzes, during checkout for purchase of services or by written confirmation from you sent to us by electronic means, including via email. If a signature is indicated, each party agrees to accept a typewritten or electronic signature of the other party as a binding acceptance of the terms and conditions of this agreement.
- 27.12. **Subcontractors, Delegation & External Providers** –
- a. Safety Forward may engage employees, contractors, subcontractors, or trusted associates to assist in delivering our services. These individuals work under our direction, supervision, and control. Any such personnel will operate under confidentiality, professional standards, and quality requirements that are no less protective than those contained in this agreement. Safety Forward remains fully responsible for the delivery of services performed by subcontractors. Nothing in this clause creates any contractual relationship between you and our subcontractors.
 - b. From time to time, Safety Forward may recommend, introduce, or connect you with external providers or specialists (for example: engineers, occupational hygienists, psychologists, return-to-work specialists, trainers, or other consultants). These



providers are not subcontractors and are not engaged by Safety Forward. If you choose to engage an external provider:

- i. you do so under a separate agreement between you and the provider,
- ii. the provider works independently of Safety Forward, and
- iii. Safety Forward is not responsible or liable for their advice, work, fees, performance, or outcomes.

- c. Where we coordinate with or communicate alongside such providers to support your WHS objectives, this does not constitute an endorsement, assumption of responsibility, assumption of liability, or extension of our scope unless expressly agreed in writing.

27.13. **Updates to Terms** – We may update these Terms of Service from time to time. Updated versions will be published on our website, and the “Last Updated” date will be amended accordingly. Where updates materially affect your rights or obligations, we will notify you via email using the contact details provided in your account. Continued use of our services after notice of changes constitutes acceptance of the updated terms.

28. Change log

Date	Version	Summary of Changes
17 Nov 2025	V2.0	Major restructure and clarification of Terms of Service, including new Client Responsibilities section, detailed Service Limitations & Exclusions, clearer WHS/PCBU duties, subcontractor and external provider clause, updated privacy and cybersecurity wording, added insurance disclosure, and minor billing and wording refinements.

End.