



SAFETY AND MOBILITY PTY LTD TERMS AND CONDITIONS

Effective Date: 1 July 2026

Welcome to the website of Safety and Mobility Pty Ltd (ACN 123 981 402) ("**we**", "**us**", "**our**" or "**Safety and Mobility**"). Safety and Mobility is an Australian-owned and operated healthcare equipment supplier, established in 2007, specialising in the supply of safety, mobility, daily living, pressure care, falls prevention, rehabilitation and healthcare equipment to aged care facilities, hospitals, disability and community care organisations, and individual consumers across Australia. We are a registered provider under the National Disability Insurance Scheme ("**NDIS**").

Our website is located at <https://www.safetyandmobility.com.au> and includes all of the files, pages, software, features and content within that domain (the "**Site**").

1. **Acceptance of Terms**

- 1.1 These terms and conditions ("**Terms**") constitute a legally binding agreement between you and Safety and Mobility. By accessing or using the Site, placing an Order, and/or quotation request, engaging Safety and Mobility for any Services, or otherwise transacting with Safety and Mobility (whether online, by telephone, email or in person), you acknowledge that you have read, understood and agree to be bound by these Terms, our Privacy Policy, our Returns Policy (set out in clause 9), and any other policies displayed on the Site, all of which form part of these Terms.
- 1.2 If you do not agree to these Terms, you must not access or use the Site and must not place any Orders with Safety and Mobility.
- 1.3 We may amend these Terms at any time. Where changes are material, we will use reasonable efforts to notify registered Users via email or by notice on the Site. Your continued use of the Site or the Services after publication of any amendment constitutes your acceptance of the amended Terms.
- 1.4 Nothing in these Terms is intended to exclude, restrict or modify any consumer guarantee, right or remedy conferred by the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) ("**ACL**") or any equivalent law that cannot be excluded, restricted or modified by agreement.

Legal Capacity

- 1.5 By using the Site or placing an Order, you represent and warrant that you are over the age of eighteen (18) years and have the legal capacity to enter into a binding agreement. If you are under eighteen (18) years of age, you cannot place Orders through this Site without the consent of a parent or guardian, who shall be bound by these Terms. Should Safety and



Mobility suffer any Loss as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such Loss from the parents or guardians of the minor.

- 1.6 If you are entering into these Terms on behalf of a company, trust, partnership, aged care facility, hospital, government body or other entity, you represent and warrant that you have the authority to bind that entity to these Terms.

2. **Products and Services**

- 2.1 Safety and Mobility provide the following through the Site and otherwise:
- (a) supply of healthcare, safety, mobility, daily living, pressure care, falls prevention, bariatric, paediatric, rehabilitation, emergency evacuation, ward and clinic, hospitality and personal protective equipment, and any other equipment, goods or products supplied by Safety and Mobility from time to time (the “**Products**”);
 - (b) equipment servicing, repairs, maintenance and after-sales support;
 - (c) Occupational Therapy assessment, prescription and advisory services;
 - (d) product training and in-service education for health professionals and facility operators;
 - (e) custom-sourcing of equipment to meet specific clinical, facility or individual requirements; and
 - (f) hire or rental of equipment on a temporary basis (see clause 8),
- (collectively, the “**Services**”).
- 2.2 Certain Products supplied by Safety and Mobility may be regulated by the Therapeutic Goods Administration, or may be subject to, applicable Australian Standards. Where a Product is supplied under a Therapeutic Goods Administration declaration of conformity or similar manufacturer conformity arrangement, it is supplied on that basis. Safety and Mobility does not represent that every Product has been independently tested or certified against any particular Australian Standard. All Products are supplied with a standard twelve (12) month warranty against defects in materials and workmanship, on the terms set out in clause 10, unless otherwise stated at the time of purchase.
- 2.3 Product images, specifications and descriptions on the Site are provided for general information only and may vary from the actual Products supplied.
- 2.4 Safety and Mobility may discontinue, withdraw or modify Products or Services at any time without notice.

3. **NDIS Participants and Assistive Technology**

- 3.1 Safety and Mobility is a registered NDIS provider. We supply Assistive Technology and related supports to NDIS Participants in accordance with the *National Disability Insurance Scheme Act 2013* (Cth) and the NDIS Rules.
- 3.2 Where Products or Services are supplied to or for an NDIS Participant:
- (a) the NDIS Participant (or their nominee, guardian, plan manager or support coordinator, as applicable) is responsible for confirming that the relevant Products or Services are funded under their NDIS Plan;
 - (b) Safety and Mobility will work collaboratively with the NDIS Participant, their Occupational Therapist, support coordinator, plan manager and/or carers to ensure the appropriate equipment is identified and supplied;



- (c) where required, an Occupational Therapy assessment and recommendation must be obtained prior to the supply of certain Assistive Technology items, in accordance with the relevant NDIS guidelines; and
 - (d) to the extent of any inconsistency between these Terms and any applicable NDIS legislation, rules or guidelines, the NDIS legislation, rules or guidelines will prevail.
- 3.3 Safety and Mobility does not guarantee that any particular Product or Service will be funded or approved under an NDIS Participant's plan. The NDIS Participant (or their representative) is solely responsible for ensuring that sufficient funding exists under their plan before placing an Order.

4. **Site Access and Account Registration**

- 4.1 Safety and Mobility may offer you the option to create an account ("**Account**") to access certain features of the Site, place Orders online or access order history. You are not required to create an Account to place an Order. You agree to provide accurate and current information during registration and to keep your Account information up to date.
- 4.2 You are responsible for maintaining the confidentiality and security of your Account credentials and for all activities that occur under your Account. You must notify us immediately of any known or suspected unauthorised use of your Account.
- 4.3 Safety and Mobility reserves the right to suspend or terminate your Account, or restrict your access to the Site, at any time if you breach these Terms, provide false or misleading information, or if continued access would expose Safety and Mobility to legal or regulatory liability.
- 4.4 You must not use the Site to engage in any unlawful, misleading, deceptive or fraudulent conduct, or use automated means (including bots, spiders or scrapers) to access, retrieve or index any portion of the Site. You must not transmit viruses, malware, junk mail or other harmful material through the Site, reverse engineer or reformat any Site content, or reproduce or commercially exploit Site content without Safety and Mobility's prior written consent.

5. **Orders**

Placing an Order

- 5.1 You may place an Order through the Site, by telephone, email or any other means accepted by Safety and Mobility from time to time. By placing an Order, you make an offer to purchase the Products and/or Services selected. Information on the Site constitutes an invitation to treat only.
- 5.2 Safety and Mobility's primary form of communication is via email. It is your sole responsibility to ensure that correct contact details are provided and that your nominated email address is regularly checked.

Acceptance and Cancellation

- 5.3 Acceptance of each Order will take place when Safety and Mobility notifies you that your Order has been accepted, or upon dispatch of the Products, whichever occurs first.
- 5.4 Safety and Mobility reserves the right to cancel or decline all or part of any Order at any time prior to dispatch, including where:
 - (a) the Products are not in stock or are discontinued;



- (b) the Products are listed at an incorrect price due to any oversight;
 - (c) the information you have provided is inaccurate or incomplete;
 - (d) authorisation of payment cannot be obtained;
 - (e) the Order is suspected of being fraudulent; or
 - (f) an NDIS-funded Order requires a clinical assessment that has not yet been obtained.
- 5.5 Where Safety and Mobility cancels an Order that has not been dispatched, any monies paid will be refunded in full.

Custom and Made-to-Order Products

- 5.6 All Products specifically manufactured, configured or custom-sourced for the Customer are not returnable except due to defect, unless otherwise agreed in writing.

6. Pricing, Payment and Security

Pricing

- 6.1 Within these Terms, “**GST**” has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 6.2 All prices listed on the Site are in Australian Dollars (AUD) and are exclusive of freight and handling unless otherwise stated. Some Products are GST-free; where GST applies, it will be identified on the relevant product page, which may display both GST-inclusive and GST-exclusive prices. In other areas of the Site (such as search results, category listings or featured product sections), a single price may be displayed, and you should refer to the relevant product page and checkout for the applicable GST treatment and final price payable.
- 6.3 Safety and Mobility reserves the right to amend prices at any time without notice. Once an Order has been accepted, the price of that Order cannot be varied unless agreed in writing.
- 6.4 Shipping costs depend on the delivery location and Products ordered, and are calculated based on factors including Product weight, dimensions and delivery location. For most Products, shipping costs will be displayed during checkout. Certain Products cannot be ordered online and are instead available via a quote request, where Safety and Mobility will provide a formal quotation setting out the applicable freight charges. Any resulting Order remains subject to these Terms.

Payment Terms

- 6.5 Full payment must be made at the time of Order, unless Safety and Mobility has agreed to alternative credit terms in writing. Products and Services will only be dispatched once full payment has been received, unless alternative credit terms have been agreed in writing.
- 6.6 Safety and Mobility reserves the right to grant credit terms to approved Customers at its absolute discretion. Where credit terms have been granted, payment must be made strictly in accordance with those terms.
- 6.7 The Customer shall not be entitled to retain, deduct or set off any money owing to Safety and Mobility.
- 6.8 If payment is not made on time, the Customer may pay interest at the rate of 2% above the Commonwealth Bank of Australia Business Overdraft Rate, calculated daily from the due date until full payment is received.
- 6.9 Any payment received will be applied in order against: interest; collection costs; administrative and legal costs; then against other amounts owing.



Payment Gateway

- 6.10 Safety and Mobility processes online payments through one or more third-party Payment Gateways, currently including Stripe (<https://stripe.com/au>), and may use other Payment Gateways from time to time. Payments made through the Payment Gateway are subject to the Payment Gateway's own terms and conditions and privacy policy.
- 6.11 Where you provide card details through the Site, Safety and Mobility does not see, store or have access to your full credit or debit card details; these are handled directly by the Payment Gateway. Where you provide card details to us by telephone, we enter them directly into the Payment Gateway and do not store them. Safety and Mobility may receive limited transactional information necessary to process your Order (e.g., your name, email address, billing address and the last four digits of your card number).
- 6.12 Safety and Mobility does not accept any responsibility for any errors, outages, delays or security breaches attributable to the Payment Gateway. By providing your payment details, you confirm that you are authorised to use that payment method, and you authorise Safety and Mobility, through the Payment Gateway, to charge your payment method for the total amount of your Order.
- 6.13 Visa, MasterCard and American Express credit and debit cards are accepted, as is direct bank transfer. Other payment methods (including cheque) may be accepted as notified from time to time. A surcharge may apply for credit card payments, and Safety and Mobility will notify you of any surcharge prior to processing.

Payment Security

- 6.14 While our Payment Gateway and Site hosting providers employ secure technology, Safety and Mobility will not be responsible for any damages, including Consequential Loss, suffered by a Customer as a result of the fraudulent or unauthorised use of payment information by any third party, including any Payment Gateway provider, and regardless of how such information was obtained.
- 6.15 Safety and Mobility may request further identification documentation as part of our internal fraud prevention procedures. If requested information is not provided within a reasonable time, your Order may be cancelled and any payment refunded.

NDIS Payment Arrangements

- 6.16 Where an Order is funded under an NDIS Participant's plan:
 - (a) for self-managed Participants, payment must be made at the time of Order in accordance with clause 6.5;
 - (b) for plan-managed Participants, Safety and Mobility will invoice the nominated plan manager directly, and payment terms will be in accordance with the applicable NDIS pricing arrangements; and
 - (c) for NDIA-managed Participants, Safety and Mobility will submit claims through the relevant NDIA provider portal, and payment will be in accordance with NDIS payment terms; and
 - (d) for plan-managed and NDIA-managed Orders, Products will not be dispatched, and Services will not commence, until confirmation has been received.

7. Delivery and Risk



- 7.1 Safety and Mobility deliver Products Australia-wide to the address advised at the time of Order. Unless otherwise agreed in writing, all freight and delivery fees are at the Customer's expense.
- 7.2 Safety and Mobility will use reasonable endeavours to deliver Orders promptly. However, delivery timeframes are estimates only, and Safety and Mobility does not accept liability for Loss suffered as a result of delivery delays caused by circumstances outside our reasonable control.
- 7.3 To the maximum extent permitted by law, risk of loss, damage or deterioration of Products passes to the Customer upon dispatch from Safety and Mobility's premises. Title to Products is governed by clause 16.

8. **Equipment Hire**

- 8.1 Safety and Mobility may supply certain Products to Customers on a temporary hire or rental basis ("**Hire Equipment**").
- 8.2 All Hire Equipment remains the property of Safety and Mobility at all times. Risk in the Hire Equipment passes to the Customer upon delivery or collection and remains with the Customer until the Hire Equipment is returned to and accepted by Safety and Mobility.
- 8.3 Hire Equipment is supplied in good and serviceable condition but may not be new.
- 8.4 Hire fees are charged at the advertised weekly rate, subject to a minimum hire period notified at the time of hire. The Customer is responsible for delivery and collection fees where applicable.
- 8.5 The hire period may be extended at the same rate by agreement, provided that Safety and Mobility may refuse any extension at its discretion.
- 8.6 The Customer must:
 - (a) use the Hire Equipment only for its intended purpose and in accordance with any instructions provided;
 - (b) keep the Hire Equipment in good condition, fair wear and tear excepted;
 - (c) not modify, damage, dispose of, encumber, sub-hire, repair or arrange servicing of, or part with possession of the Hire Equipment without Safety and Mobility's prior written consent. If Hire Equipment requires servicing or repair during the hire period, the Customer must notify Safety and Mobility promptly and the parties will agree who is to carry out the work; and
 - (d) return the Hire Equipment in clean, sanitary and good working condition at the end of the hire period.
- 8.7 The Customer is liable for any loss of, theft of, or damage to Hire Equipment during the hire period (other than fair wear and tear), including any reasonable cleaning, repair, replacement or recovery costs incurred by Safety and Mobility.
- 8.8 Where Safety and Mobility offers hire on a recurring or ongoing billing basis, the Customer authorises Safety and Mobility to retain the Customer's payment card details securely with the Payment Gateway, and to charge that card for any outstanding hire fees, or for the cleaning, repair, replacement or recovery costs of any unreturned or damaged Hire Equipment. The Customer's card details are stored and processed by the Payment Gateway in accordance with PCI-DSS and not stored directly by Safety and Mobility. Safety and Mobility will notify the Customer before any such recurring billing arrangement applies.



- 8.9 Safety and Mobility may charge additional hire fees for late returns and may recover or repossess Hire Equipment where:
- (a) the hire period has expired;
 - (b) payment is overdue; or
 - (c) the Customer breaches these Terms.
- 8.10 Where Safety and Mobility offers a hire-to-buy arrangement, the Customer may elect at the end of the hire period to purchase the Hire Equipment, in which case hire fees paid (excluding freight) will be credited towards the recommended retail price of the purchase.
- 8.11 The Customer indemnifies Safety and Mobility and its Representatives against any Claims or Loss arising from the Customer's use, possession or misuse of Hire Equipment.
- 8.12 Where applicable, the provisions of clause 16 (Retention of Title and PPSA) apply to Hire Equipment.

9. Returns and Consumer Guarantees

Consumer Guarantees

- 9.1 Nothing in this returns policy excludes, restricts or modifies any consumer guarantee, right or remedy you may have under the ACL. Where a Product fails to meet a consumer guarantee, you are entitled to a repair, replacement or refund (and compensation for reasonably foreseeable loss) in accordance with the ACL. The remainder of this clause 9 applies to change of mind and other discretionary returns, and operates in addition to your ACL rights.

Returns Policy

- 9.2 To return a Product, you must provide proof of purchase from Safety and Mobility. Safety and Mobility Products may also be sold through other retailers; where you purchased a Product from another retailer, your return request must be directed to that retailer.
- 9.3 Change of mind returns for credit, refund or exchange will only be accepted within thirty (30) days from the date of delivery. A restocking fee of 15% applies to change of mind returns. Credit, refund or exchange for Products returned after this period is at Safety and Mobility's sole discretion.
- 9.4 Returned Products will only be accepted if unused, undamaged and in resalable condition, complete with original packaging and product documentation. Whether a Product is in new, resalable and undamaged condition is determined by Safety and Mobility at its discretion, assessed once the Product is received.
- 9.5 On a change of mind return, refunds do not include any delivery or installation fees.
- 9.6 Products must be returned at the Customer's expense. Where Safety and Mobility agrees to collect Products that the Customer is unable to return, a collection fee applies and will be deducted from the refund.
- 9.7 Change of mind returns are not available for Products that are customised, modified or specifically sourced for the Customer and not ordinarily held in stock.
- 9.8 Where a Product is returned as defective or under a manufacturer's warranty, Safety and Mobility will physically assess the Product on return to confirm the claim is covered (for example, that the Product has not been damaged or misused). The Customer must provide reasonable information to support the assessment.



- 9.9 Where the purchase was funded by a third party (for example, the NDIS), any refund will be made to that funder rather than to the individual end user.
- 9.10 Refunds are made via the original payment method. Where payment was made by card, the refund will be made to the card charged.
- 9.11 A Return Authorisation Number (RAN) may be required prior to return and should be clearly marked on the returned package.

Infection Control – No Change of Mind Returns

- 9.12 Due to our infection control policy, Safety and Mobility does not accept change of mind returns on the following categories of Products (unless the Product fails to meet a consumer guarantee under the ACL):
- (a) cushions, pillows and pressure care products;
 - (b) clothing, compression wear and incontinence products;
 - (c) patient lifting slings and transfer aids;
 - (d) daily living aids;
 - (e) bathroom and toilet aids;
 - (f) bedroom equipment and aids;
 - (g) personal protective equipment and disposable infection control products;
 - (h) mobility and walking aids; and
 - (i) falls prevention aids and sensor equipment.
- 9.13 The categories in clause 9.12 are not exhaustive. Whether a Product presents an infection risk and is not acceptable for return is determined by Safety and Mobility at its discretion.

10. Warranty

- 10.1 Subject to the exclusions in clause 10.4, Safety and Mobility warrants that:
- (a) Products supplied by Safety and Mobility will be free from defects in materials and workmanship for twelve (12) months from the date of invoice, unless otherwise stated at the time of purchase;
 - (b) Services (including spare parts and labour) supplied by Safety and Mobility will be free from defects in materials and workmanship for three (3) months from the date of invoice; and
 - (c) all Services supplied by Safety and Mobility will be provided with due care and skill.
- 10.2 When making a warranty claim, the Customer must provide Safety and Mobility's original invoice or proof of purchase, a description of the defect (including photographs where possible), and the defective Products returned at the Customer's cost.
- 10.3 Where a warranty claim is accepted, Safety and Mobility may, at its discretion: repair the Product; replace the Product or supply equivalent goods; resupply the Services; or refund the purchase price. Where Products are repaired or replaced, Safety and Mobility will return them by economy freight at its expense.
- 10.4 Warranties exclude claims resulting from: fair wear and tear; misuse (including use of incorrect or unapproved accessories); failure to clean or maintain the Product in accordance with the manufacturer's or Safety and Mobility's instructions; wilful damage; use beyond the Product's safe working load, specification or design parameters; unauthorised alterations, additions or repairs; and events beyond the reasonable control of Safety and Mobility.



- 10.5 This warranty is in addition to, and does not limit, any rights or remedies available to you under the ACL.

11. Privacy, Data Handling, AI and Marketing

Privacy

- 11.1 Safety and Mobility handles personal information in accordance with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and the Australian Privacy Principles ("**APPs**"). By using the Site and Services, you agree to the terms of our Privacy Policy, which forms part of these Terms.

Cross-Border Disclosure of Personal Information

- 11.2 Safety and Mobility engages overseas-based virtual assistants and service providers to assist with certain internal administrative tasks, including customer service support, data entry and order processing. Your personal information may be disclosed to recipients located outside Australia, which may include the Philippines and other countries from time to time.
- 11.3 In accordance with APP 8, Safety and Mobility takes reasonable steps to ensure that overseas recipients handle personal information consistently with the APPs, including by entering into binding contractual arrangements with those recipients. By providing your personal information to us, you acknowledge that your personal information may be disclosed to overseas recipients as described in this clause and in our Privacy Policy.

Use of AI Tools

- 11.4 Safety and Mobility may use artificial intelligence ("**AI**") tools for internal administrative purposes, including data management, record-keeping and customer communication support. Where AI tools process personal information, Safety and Mobility remains responsible for handling that information in accordance with the Privacy Act and the APPs. AI tools are not used to make clinical recommendations, prescribe equipment or provide health advice.

Direct Marketing

- 11.5 Safety and Mobility may use your contact details to send you direct marketing communications about our Products, Services and promotions, in accordance with the *Spam Act 2003* (Cth). All marketing communications will identify Safety and Mobility as the sender, include accurate contact details, and contain a functional unsubscribe mechanism.
- 11.6 Where you provide your contact details to Safety and Mobility (including through the Site, by email, telephone or in person), we may send you direct marketing where permitted under applicable law, including where you have consented or where consent can reasonably be inferred. You may opt out at any time as set out below.
- 11.7 You may opt out of marketing communications at any time by using the unsubscribe link in any marketing email, or by contacting us at headoffice@safetyandmobility.com.au or (02) 9983 9520. Safety and Mobility may continue to send transactional communications (e.g., order confirmations, delivery notifications, warranty information and product safety recalls) regardless of your marketing preferences.

12. Product Safety and Recalls

- 12.1 Some Products supplied by Safety and Mobility may be regulated under the *Therapeutic Goods Act 1989* (Cth). In the event that a manufacturer, the Therapeutic Goods



Administration or any other regulatory authority issues a recall, safety alert or hazard notification in respect of a Product supplied by Safety and Mobility (a “**Recall**”), Safety and Mobility will use reasonable endeavours to notify affected Customers using the contact details held on file and facilitate the return, repair, replacement or refund of affected Products in accordance with the Recall.

- 12.2 You acknowledge that Safety and Mobility is a supplier and distributor of Products manufactured by third parties, and that the obligation to initiate and manage a Recall rests primarily with the manufacturer or sponsor. Safety and Mobility does not warrant that it will be able to contact every affected Customer, particularly where the Customer has not maintained accurate contact information.
- 12.3 You must promptly comply with any Recall notification, including by ceasing use of the affected Product and following any return instructions. Where the Customer is a facility, hospital or service provider, the Customer is solely responsible for communicating the Recall to its staff, residents, patients, clients and end-users.

13. **Intellectual Property**

- 13.1 All content on the Site (including text, graphics, designs, photographs, product images, software, data and other information) is the property of Safety and Mobility or its licensors and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any Site content without our prior written consent.
- 13.2 You may download and print content from the Site for your own personal and non-commercial use only, provided that you do not remove or modify any proprietary notices.

14. **Disclaimer of Warranties**

- 14.1 To the maximum extent permitted by law, Safety and Mobility and its Representatives expressly disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to this Site and any Products or Services obtained through it. This Site is provided on an “as is” basis. Safety and Mobility does not warrant that the Site will be uninterrupted, secure or error-free, that any content is accurate or up to date, that product images are an exact representation of the physical Products, or that the Site is free of viruses or other harmful components.

15. **Limitation of Liability**

Exclusion of Liability

- 15.1 Where the Customer (or their representative or treating professional) selects a Product without Safety and Mobility's involvement in assessing its suitability, Safety and Mobility is not liable, to the maximum extent permitted by law, for any Loss arising from the suitability or selection of that Product. Responsibility for ensuring a Product is appropriate rests with the Customer and, where relevant, their treating professional.
- 15.2 To the maximum extent permitted by law, Safety and Mobility and its Representatives exclude all liability to you or any other person for any Loss (whether arising in contract, negligence, tort, equity, statute or otherwise, and including Consequential Loss, loss of profits, loss of income, loss of use, loss or corruption of data, or loss of goodwill) arising



directly or indirectly out of or in connection with these Terms, the Site, the Products or the Services.

- 15.3 To the extent permitted by law, Safety and Mobility will not be liable for any damage or injury caused by the misuse of Products, including use contrary to the Product's specifications, instructions, safe working load, or any clinical or professional recommendations.

Remedies Limited

- 15.4 To the maximum extent permitted by law, Safety and Mobility limits its liability for breach of any non-excludable condition or warranty implied by legislation to the following (at Safety and Mobility's sole discretion):
- (a) in the case of Products: the replacement of the Products or supply of equivalent goods; the repair of the Products; the payment of the cost of replacing the Products or acquiring equivalent Products; or the payment of the cost of having the Products repaired; and
 - (b) in the case of Services: the supply of the Services again; or the payment of the cost of having the Services supplied again.

Release

- 15.5 You agree that your use of the Site, Products and Services is at your own discretion and risk. You release Safety and Mobility and its Representatives from any Claim arising from these Terms or your use of the Site, Products or Services. Safety and Mobility may plead this release as a bar and complete defence to any Claims.

Force Majeure

- 15.6 Safety and Mobility excludes liability for any delay in performing its obligations where such delay is caused by circumstances beyond its reasonable control, including fire, flood, natural disaster, pandemic, embargo, strike, industrial action, inability to secure materials or labour, supply chain disruption, government restrictions, or act of terrorism. Safety and Mobility shall be entitled to a reasonable extension of time in such circumstances.

16. Retention of Title and PPSA

- 16.1 Title to Products will not pass to the Customer until full payment in cleared funds is received by Safety and Mobility.
- 16.2 Until title passes, the Customer:
- (a) is responsible for any loss, damage or conversion of the Products; and
 - (b) may only use the Products in the ordinary course of business, provided that where the Customer sells Products, it does so as principal and has no power to commit Safety and Mobility to any contract or liability.
- 16.3 The Customer agrees that clause 16.1 creates a security interest (including, where applicable, a purchase money security interest as defined in the PPSA) in Products and their proceeds supplied by Safety and Mobility.
- 16.4 The Customer irrevocably authorises Safety and Mobility to repossess any Products without notice if the Customer fails to make any payment when due, or if Safety and Mobility reasonably considers that payment is in jeopardy, or the Customer becomes subject to any insolvency event. The Customer irrevocably authorises Safety and Mobility to enter any premises where the Products are situated to remove them.



- 16.5 Any monies received by the Customer in payment for Products supplied by Safety and Mobility shall be held in trust for Safety and Mobility until the Customer has paid for all Products and Services supplied.
- 16.6 The Customer releases and indemnifies Safety and Mobility and its Representatives from all Claims for Loss caused in enforcing or attempting to enforce its rights under this clause 16.
- 16.7 The Customer agrees to do all things necessary and execute all documents required to register each security interest and ensure Safety and Mobility acquires a perfected security interest under the PPSA.
- 16.8 Until title passes, the Customer waives its rights under sections 95, 118, 121(4), 129, 130, 132(3)(d), 132(4), 135, 142, 143, 157(1) and 157(3) of the PPSA, to the extent permitted by law. Safety and Mobility may contract out of any additional PPSA provision as permitted.
- 16.9 Where Safety and Mobility has rights in addition to those under Part 4 of the PPSA, those rights continue to apply.
- 16.10 Repossession and retention of Products pursuant to the PPSA will only satisfy amounts equivalent to Safety and Mobility's estimation of the net realisable value or cost price (whichever is lower) as at the date of repossession and will immediately extinguish the Customer's rights and interest in those Products.
- 16.11 Until title passes, the Customer must not give or permit any person to give Safety and Mobility a written demand to register a financing change statement under the PPSA in respect of any Products.

17. **Default**

- 17.1 If the Customer:
- (a) breaches any clause of these Terms;
 - (b) fails to comply with any lawful demand for payment;
 - (c) allows any amount payable to Safety and Mobility to become overdue;
 - (d) appoints or has appointed a receiver, manager, administrator or controller, or any proceedings are instituted for winding up;
 - (e) enters into a deed of company arrangement;
 - (f) becomes insolvent or an externally administered body corporate;
 - (g) commits an act of bankruptcy; or
 - (h) changes the ownership of the Customer's business or its directors,
- then, without prejudice to Safety and Mobility's other remedies:
- (i) all amounts owing become immediately payable;
 - (j) Safety and Mobility may cancel any unfulfilled Orders;
 - (k) Safety and Mobility may charge full list price without discount;
 - (l) the Customer's right to possess or deal with Products in which title has not passed will cease; and
 - (m) Safety and Mobility may enter any premises to remove, repossess and re-sell such Products.
- 17.2 The Customer indemnifies Safety and Mobility in respect of any Claims, costs, expenses and liabilities incurred in connection with the removal, repossession, transportation, storage and sale of Products pursuant to these Terms.



- 17.3 If the Customer is in default, Safety and Mobility may suspend or terminate the supply of Products and Services without liability to the Customer.
- 17.4 The Customer indemnifies Safety and Mobility against any Loss incurred in recovering amounts owing, including administrative costs, legal costs (on an indemnity basis) and collection agency costs.

18. General

Notifications

- 18.1 Safety and Mobility may provide any notification under these Terms by email, through your Account, by post, in person, or by any other means permitted by law, including through its lawyers, agents or other authorised representatives. Notifications may be sent to the most recent contact details held on file for you.

Costs

- 18.2 Each party must bear its own legal, accounting and other costs associated with these Terms.

Assignment

- 18.3 You may not assign, transfer or sub-contract any of your rights or obligations under these Terms without Safety and Mobility's prior written consent. Your Account is personal to you and may not be transferred.
- 18.4 Safety and Mobility may assign, transfer or sub-contract any of its rights or obligations under these Terms at any time without notice.

Third Party Rights

- 18.5 These Terms are between you and us. No other person has any rights to enforce any of its terms.

Set-off

- 18.6 The Customer shall not have the right to set-off any amounts owing in any Claim or proceeding brought by Safety and Mobility against the Customer.

No Waiver

- 18.7 Waiver of any power or right under these Terms must be in writing and is effective only to the extent set out in that written waiver. A failure by Safety and Mobility to act with respect to a breach does not waive its right to act with respect to that or any subsequent breach.

Severability

- 18.8 If any provision of these Terms is held to be illegal, invalid or unenforceable, it may be removed and the remaining provisions will continue in full force and effect.

Dispute Resolution

- 18.9 The parties agree:
- (a) to attempt in good faith to resolve any dispute arising out of these Terms;
 - (b) any agreement reached must be in writing and will be binding;
 - (c) where a dispute cannot be resolved informally within ten (10) Business Days, the parties must seek to resolve the dispute through mediation; and
 - (d) such mediation is to occur by a mediator agreed by the parties, or failing agreement, appointed by the Resolution Institute.
- 18.10 The parties otherwise submit to the jurisdiction of the Courts of New South Wales and the Commonwealth of Australia.

Entire Agreement



18.11 These Terms, together with our Privacy Policy and Returns Policy, set out the entire agreement between you and us and supersede all previous agreements, understandings and negotiations.

Governing Law and Jurisdiction

18.12 These Terms are governed by the laws of New South Wales, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales and the courts of appeal from them.

Contact Us

18.13 For any enquiries, concerns or notices:

- (a) Contact Us page: www.safetyandmobility.com.au/contact-us
- (b) Email: headoffice@safetyandmobility.com.au
- (c) Mail: Unit 12, 17 King Road, Hornsby NSW 2077 Australia
- (d) Telephone: (02) 9983 9520
- (e) Business hours: 9:00am to 5:00pm AEST/AEDT, Monday to Friday, excluding NSW public holidays.

19. Definitions and Interpretation

19.1 Definitions

The following definitions apply in these Terms unless the context requires otherwise:

"ACL" means the Australian Consumer Law, being Schedule 2 to the *Competition and Consumer Act 2010* (Cth);

"Account" means your Safety and Mobility account on the Site;

"AI" means artificial intelligence, including machine learning systems and automated data processing tools;

"APPs" means the Australian Privacy Principles set out in Schedule 1 to the *Privacy Act 1988* (Cth);

"Assistive Technology" means any product, equipment or device used to increase, maintain or improve the functional capabilities of a person with a disability, as that term is understood in the context of the NDIS;

"Business Day" means any day other than a Saturday, Sunday or public holiday in New South Wales;

"Claim" means any claim, complaint, demand, proceeding, suit, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise);

"Consequential Loss" means indirect, incidental, special, remote or unforeseeable loss or damage however arising, including costs incurred to prevent or reduce loss suffered by a third party;

"Customer" means any person, company, organisation, facility, government body or business entity who engages Safety and Mobility for the purchase of Products or Services;

"Loss" means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind (including legal fees on a full indemnity basis), including liabilities on account of tax, amounts payable to third parties, costs of investigating or settling any Claim, and all amounts paid in settlement;

"NDIS" means the National Disability Insurance Scheme established under the *National Disability Insurance Scheme Act 2013* (Cth);



"NDIS Participant" means a person who is a participant in the NDIS;

"Order" means any purchase made from Safety and Mobility, whether through the Site, by telephone, email or otherwise;

"Payment Gateway" means any online payment platform including Stripe, or any other gateway Safety and Mobility may elect to use from time to time;

"PPSA" means the *Personal Property Securities Act 2009* (Cth) as amended from time to time;

"Privacy Policy" means our privacy policy, available on the Site;

"Products" means the goods supplied or sold by Safety and Mobility from time to time;

"Representative" means Safety and Mobility's directors, officers, contractors, employees, consultants, partners, advisors or other affiliates;

"Returns Policy" means our returns policy, as set out in clause 9 of these Terms.

"Services" means the services provided by Safety and Mobility as outlined in clause 2; and

"Site" means the website located at www.safetyandmobility.com.au.

19.2 Interpretation

In these Terms:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes any individual, corporation, partnership, trust, association or government body;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (e) a reference to any legislation includes subordinate legislation and amendments;
- (f) a reference to writing includes email;
- (g) a reference to time is to Sydney, New South Wales time;
- (h) all monetary amounts are in Australian Dollars; and
- (i) these Terms may not be construed adversely against Safety and Mobility solely because Safety and Mobility prepared them.

