



GENERAL TERMS & CONDITIONS

HIGHLIGHT SECURITY - GENERAL TERMS AND CONDITIONS

Welcome to Highlight Security.

These Terms and Conditions govern the provision of all security services supplied by Highlight Security unless otherwise agreed in writing.

Specific details of the Services, pricing, commencement dates and locations will be set out in an accepted quotation, proposal, booking confirmation or purchase order.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

CCA means Schedule 2 to the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the applicable fair trading legislation in the State or Territory in which this Agreement is entered into, as applicable.

Additional Provisions means the additional provisions set out in Item 8.

Business Day means:

- a) for the purposes of Clause 13.5, a day on which banks are open for business in the city where the notice or other communication is received excluding a Saturday, Sunday or public holiday; and
- b) for all other purposes, a day on which banks are open for business in the State excluding a Saturday, Sunday or public holiday.

Claim means any claim or cause of action in contract, tort, under any legislation or subordinate legislation, or otherwise.

Client means the Client and each of its Related Bodies Corporate and Client Member means any member of the Client.

Client's Obligations all of the liabilities, obligations and requirements (whether express or implied) from time to time imposed on, or assumed by, the Client:

- c) under this Agreement, or arising from this Agreement; or
- d) under any law relating to;
 - (1) this Agreement; or
 - (2) anything the Client must do under this Agreement.

Confidential Information means any information:

- e) relating to the products and Services, business and affairs, or any customers, clients, employees, subcontractors or other persons doing business with or of that party;
- f) relating to the provisions of this Agreement or the commercial arrangements between the parties;
- g) that is by its nature confidential, designated as confidential by that party, or which the other party knows, or ought to know, is confidential.

Commencement Date means the date in Item 3. Consumer has the same meaning as in section 3 of the CCA.

Consumer Guarantee means a consumer guarantee (as defined in the CCA) applicable to any contract under the CCA.

Corporations Act means the Corporations Act 2001 (Cth).

Default means a breach by a party of, or failure by a party to comply with, that party's obligations under, any of the provisions of this Agreement including a failure by the Client to comply with the Client's Obligations or by Highlight Security to comply with Highlight Security's Obligations.

Excluded Services means the Services identified as excluded in Item 4 of the Reference Table.

Force Majeure Event means any storm, earthquake, strike, lock-out, labour dispute, act of God, war (whether declared or not), act (administrative or legislative) of any Government or Government Agency, riot or civil commotion, fire, explosion or mechanical break-down but does not include lack of funds for any reason.

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, local government, authority, tribunal, agency or entity.

Highlight Security means HIGHLIGHT GROUP PTY LTD (ABN 21 679 025 328) trading as Highlight Security.

Highlight Security Obligations means the obligations of Highlight Security under this Agreement or imposed by law in relation to providing the Services.

Initial Period means the period specified in Item 3.

Insolvency Event in the context of a person means:

- (a) a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the Corporations Act) or similar official is appointed, or steps are taken for such appointment, in respect of that person or over any of the equipment or undertaking of the person;
- (b) the person is or becomes insolvent, is unable to pay its debts when they are due, or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the Corporations Act;
- (c) the person ceases or threatens to cease to carry on business; or
- (d) an application or order is made for the liquidation of the person or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the person.

Item means an Item set out in the Reference Table at the beginning of this Agreement.

Liability Limit means the amount specified in Item 6. Loss means any liability, cost, expense, loss or damage.

Money Payable means all and any money payable by the Client to Highlight Security from time to time under or relating to this Agreement, including for any Losses.

Option Period means the period specified in Item 3.

Personnel means any employee, contractor or subcontractor engaged by Highlight Security in connection with the Services.

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Service Fee means the amount specified in Item 5 as it may be altered from time to time.

Services means the security Services described in Item 4 of the Reference Table together with any Additional Services agreed in writing between the parties.

Site means the Site/s specified in Item 7.

State means the State or Territory of Australia specified in Item 9 of the Reference Table.

Tax Invoice includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

Term means the Initial Period, as extended in accordance with Clause 8.1

Quote means any written quotation, proposal, scope of works, pricing schedule or service offer issued by Highlight Security to the Client that incorporates or refers to this Agreement.

1.2 Interpretation

In this Agreement:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this Agreement.
- (b) Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.
- (c) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (d) A reference to a party to this Agreement includes that party's successors and permitted assignees.
- (e) A promise on the part of 2 or more persons binds them jointly and severally.
- (f) A reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
- (g) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of this Agreement or that provision.

1.3 Interpretation of inclusive expressions

Specifying anything in this Agreement after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2 APPOINTMENT OF HIGHLIGHT SECURITY

- (a) The Client appoints Highlight Security to provide the Services, and Highlight Security accepts that appointment and agrees to perform the Services in accordance with this Agreement.
- (b) Highlight Security's appointment is non-exclusive unless the Reference Table or any Additional Provisions expressly state otherwise.
- (c) Highlight Security is not required to provide any Excluded Services unless the parties agree otherwise in writing.



3 PROVISION OF SERVICES

3.1 Supply of Services

Highlight Security must provide the Services to the Client at the Site in accordance with this Agreement and the Reference Table. Subject to clause 3.4, Highlight Security is only required to provide the Services specified in Item 4 of the Reference Table or otherwise agreed in writing between the parties.

3.2 Acknowledgement of Services

The parties acknowledge and agree that:

- (a) the Service Fee is based solely on the value of the Services provided by Highlight Security and is unrelated to the value of the Client's property located or held at the Site, or the property of others located in the vicinity of the Site; and
- (b) Highlight Security provides the Services as a deterrent and risk-management measure. While Highlight Security will exercise reasonable care and skill in providing the Services, it does not warrant or guarantee that all incidents, loss, damage, criminal activity or unauthorised access will be prevented.

3.3 Shared Services

- (a) This clause applies only where the Reference Table, accepted quotation or Scope of Works identifies any part of the Services as shared, mobile, patrol, inspection or response Services.
- (b) The Client acknowledges that:
 - 1. those Services may be provided as part of a shared service delivered to other clients of Highlight Security in the vicinity of the Site; and
 - 2. break-ins or incidents at another client's premises, emergency events, fire, flood, accident, police or emergency-service activity, traffic conditions, periods of unusually high demand or other circumstances beyond Highlight Security's reasonable control may delay, interrupt or otherwise affect those Services, including the timing of a response or the number of scheduled patrols or inspections completed.
- (c) To the extent permitted by law, Highlight Security will not be liable for a delay or failure to provide the shared Services where that delay or failure results from a circumstance referred to in clause 3.3(b)(2), provided that Highlight Security has taken reasonable steps to minimise the disruption.
- (d) If Highlight Security does not complete an agreed patrol or inspection due to a circumstance referred to in clause 3.3(b)(2), Highlight Security will, where reasonably practicable:
 - 1. provide a replacement patrol or inspection before the end of the following billing period; or
 - 2. if a replacement service is not provided, issue a credit for the applicable unperformed service.

3.4 Additional Services

- (a) The Client may request in writing, including by email, that Highlight Security:
 - 1. make additions, omissions, reductions or other reasonable changes to the Services; or
 - 2. change the size, scope, nature or part of the Site in respect of which the Services are performed, together, Additional Services.
- (b) Highlight Security is not required to provide any Additional Services unless it agrees to do so in writing.
- (c) Unless otherwise agreed in writing:
 - 1. this Agreement applies to all Additional Services; and



2. Additional Services will be charged at the amount quoted by Highlight Security or, if no amount is quoted, at the applicable rates in the Reference Table, accepted quotation or Highlight Security's then-current standard rates.

3.5 Personnel and Subcontracting

Highlight Security may engage suitably qualified and licensed employees, contractors or subcontractors to perform the Services. Highlight Security remains responsible to the Client for the proper performance of the Services under this Agreement.

3.6 Website Information

Information published on the Highlight Security website is provided for general information only and does not constitute an offer to provide Services. A binding agreement is formed only in accordance with clause 13.11.

4 HIGHLIGHT SECURITY'S GENERAL OBLIGATIONS

Highlight Security will:

- (a) perform the Services with due care, skill and diligence, and to the Client's reasonable satisfaction, in accordance with this Agreement;
- (b) ensure that all personnel performing the Services hold all licences, permits and authorisations required by applicable law;
- (c) use reasonable endeavours to ensure that its personnel are appropriately trained, competent and suitably presented to perform the Services;
- (d) use reasonable endeavours not to unreasonably interfere with the normal use of the Site by the Client, its employees, contractors, tenants, visitors or other authorised occupants;
- (e) subject to clause 10, make good any damage to the Site caused by the negligent or wrongful acts or omissions of Highlight Security or its personnel while performing the Services;
- (f) comply with all applicable laws, regulations and mandatory industry codes relevant to the provision of the Services;
- (g) while at the Site, comply with the Client's reasonable workplace health and safety, security and Site policies, provided those policies have been supplied to Highlight Security in writing before the Services commence or as otherwise reasonably required;
- (h) maintain all licences, approvals and insurances required by law for the provision of the Services throughout the Term.

5 CLIENT OBLIGATIONS

The Client must, at its own cost:

- (a) provide Highlight Security with all information, instructions, documentation and assistance reasonably required to enable Highlight Security to perform the Services;
- (b) provide Highlight Security with safe, timely and unrestricted access to the Site and all areas where the Services are to be performed;
- (c) provide access to electricity, lighting, water, amenities and any other facilities reasonably required for the performance of the Services, where applicable;
- (d) ensure the Site is, so far as is reasonably practicable, safe for Highlight Security's personnel to perform the Services;



- (e) promptly notify Highlight Security of any known hazards, risks, security concerns or changes to the Site that may affect the provision of the Services;
- (f) provide all keys, access cards, alarm codes, passwords and other access credentials reasonably required to perform the Services and immediately notify Highlight Security if any such credentials are changed;
- (g) comply with all payment obligations under this Agreement;
- (h) promptly notify Highlight Security of any complaint or concern regarding the Services and provide Highlight Security with a reasonable opportunity to investigate and remedy the issue before engaging another provider or making a claim; and
- (i) comply with all other obligations under this Agreement.

6 SERVICE FEES AND OTHER MONEY PAYABLE

6.1 Service Fees

- (a) The Client must pay the Service Fees and any other Money Payable to Highlight Security or a Highlight Security Member. In the event that the Client requests Highlight Security to perform any Services for a third party and Highlight Security does not have a direct contractual relationship with that third party, the Client must pay the Service Fees incurred by Highlight Security in the performance of those Services for that third party as if the Services were performed for the Client under this agreement.
- (b) Highlight Security may vary its Service Fees where reasonably necessary to reflect increases in wages, award rates, statutory employment costs, fuel, insurance, government charges or other reasonable operating costs, upon giving the Client not less than 30 days' written notice.

6.2 Payment Invoice

- (a) Subject to clause 6.3, Highlight Security will provide the Client with an invoice for the Services Fee which the Client must pay within **fourteen (14) days** of the date of the invoice.
- (b) The Client must pay to Highlight Security on demand all costs, charges and expenses, including legal costs on a full indemnity basis, incurred by Highlight Security in the collection of any overdue account, or incurred by Highlight Security due to any breach of this agreement by the Client.

6.3 Payment Terms

- (a) Time will be of the essence in respect of the payment of Money Payable.
- (b) If the Client fails to pay to Highlight Security any Money Payable (including any Unpaid Amounts), Highlight Security may do all or any one or more of the following:
 - 1. suspend the Services;
 - 2. immediately terminate this agreement by providing written notice to the Client;
 - 3. terminate any credit facilities; and
 - 4. institute legal action for recovery of outstanding amounts and costs incurred.

6.4 Quotation Validity

Unless otherwise stated in writing, quotations issued by Highlight Security remain valid for thirty (30) days from the date of issue.



7 CONFIDENTIAL INFORMATION

7.1 Confidentiality

- (a) Each party (Recipient) must keep confidential, and must not use or disclose except as permitted by this Agreement, any Confidential Information of the other party (Discloser), including Confidential Information disclosed before the commencement of this Agreement.
- (b) The obligations in clause 7.1(a) do not apply to Confidential Information that:
1. is required to be disclosed by law, a court of competent jurisdiction or a Government Agency;
 2. is in the public domain other than because of a breach of this Agreement;
 3. was already lawfully known to the Recipient before disclosure; or
 4. is independently developed by the Recipient without reference to the Confidential Information.
 5. is disclosed with the prior written consent of the Discloser.

7.2 Usage and Disclosure

Each party may use and disclose Confidential Information of the other only on a 'need to know' basis:

- (a) with the prior written consent of the other party;
- (b) in the case of Highlight Security, to its directors, agents, professional advisers, employees, contractors and permitted subcontractors solely for the exercise of rights or the performance of obligations under this agreement; or (c) in the case of the Client:
1. to Client Members and their directors, agents, professional advisers, employees and contractors; or
 2. any bona fide purchaser, financier or prospective purchaser of the Site or the Client's business,

7.3 Continuing Obligations

The obligations in this clause survive the expiry or termination of this Agreement.

8 TERM AND TERMINATION

8.1 Term

- (a) This Agreement commences on the Commencement Date and continues for the Initial Period unless terminated earlier in accordance with this Agreement or otherwise at law.
- (b) Unless terminated in accordance with this Agreement, this Agreement will automatically continue after the Initial Period on an ongoing month-to-month basis.

8.2 Termination

- (a) Either party may terminate this Agreement for convenience by giving the other party not less than **thirty (30) days'** written notice.
- (b) If a party:
1. breaches any provision of this Agreement and fails to remedy that breach within **fourteen (14) Business Days** after receiving written notice requiring it to do so; or
 2. commits a material breach of this Agreement that the other party reasonably considers is incapable of remedy,

the other party may terminate this Agreement by written notice, effective immediately upon receipt of that notice or on any later date specified in the notice.

(c) If an Insolvency Event occurs in relation to the Client, Highlight Security may terminate this Agreement by written notice to the Client, effective immediately upon receipt of that notice or on any later date specified in the notice.

(d) Highlight Security may suspend the Services if any invoice remains unpaid for more than **fourteen (14) days** after Highlight Security has given the Client written notice requiring payment, provided that:

1. the suspension is lawful;
2. Highlight Security has taken reasonable steps to avoid creating an immediate risk to persons or property; and
3. the Services will resume as soon as reasonably practicable after the outstanding amount has been paid or the parties otherwise agree in writing.

8.3 Effect of Termination

Termination or expiry of this Agreement does not affect:

- (a) any rights, remedies, obligations or liabilities accrued by either party before the date of termination;
- (b) the Client's obligation to pay any outstanding Service Fees or other amounts owing to Highlight Security;
- (c) either party's obligation to promptly return the other party's property, including keys, access cards, passes, identification, equipment and Confidential Information, unless otherwise agreed in writing; or
- (d) the continued operation of any provision of this Agreement which, by its nature or express wording, is intended to survive termination, including clauses relating to payment, confidentiality, indemnities and liability.

8.4 Cancellation and Rescheduling

Where the Client cancels or reschedules Services after accepting a quotation, Highlight Security may charge reasonable costs already incurred, including rostered personnel, subcontractor costs, equipment hire and administrative expenses.

9 INDEMNITY

9.1 Mutual Indemnity

Subject to clauses 10 and 13.1, each party indemnifies the other party against any Loss suffered or incurred by the other party to the extent that the Loss arises from:

- (a) a breach of this Agreement by the indemnifying party;
- (b) any negligent act or omission of the indemnifying party or its Personnel; or
- (c) any wilful misconduct or unlawful act of the indemnifying party or its Personnel.

9.2 Reduction of Liability

A party's liability under clause 9.1 will be reduced proportionately to the extent that the Loss was caused or contributed to by:

- (a) any negligent act or omission of the party claiming the indemnity; or
- (b) a failure by that party to take reasonable steps to mitigate the Loss.

9.3 Limitations on Indemnity

Nothing in this clause requires either party to indemnify the other party for any Loss to the extent that the indemnity would be prohibited by law.

10 LIMITATION OF LIABILITY

10.1 Direct Losses

- (a) Subject to this clause 10 and clause 13.1, if a Default gives rise to a Claim for damages, those damages are limited to direct Loss suffered as a result of that Default.
- (b) To the maximum extent permitted by law, neither party is liable to the other for any indirect, consequential, incidental or special Loss.
- (c) Without limiting clause 10.1(b), neither party is liable for any loss of profit, loss of revenue, loss of opportunity, loss of goodwill, loss of anticipated savings, loss of production, loss of business, loss of use or any similar economic loss.

10.2 Circumstances Beyond Reasonable Control

Highlight Security is not liable for any delay, interruption or failure in performing the Services to the extent caused by circumstances beyond its reasonable control, including:

- Force Majeure;
- emergency Services;
- acts of the Client;
- utility failures;
- telecommunications outages;
- government directions.

10.3 Liability Limit

Subject to clause 13.1 and to the maximum extent permitted by law, Highlight Security's aggregate liability arising out of or in connection with this Agreement is limited to the Liability Limit.

10.4 Liability of Employees and Agents

Every exemption from, and limitation of, liability, defence and immunity of whatever nature that applies to a party, or to which a party is entitled, including those set out in this agreement, will also be available and extend to protect every one of its employees or agents acting under this agreement or in any way connected with or relating to it, or making or giving statements, representations, information, or advice relating to this agreement, and the benefit of this clause is held by each party on its own behalf and as agent or trustee on behalf of or for the benefit of all persons who are its employees or agents from time to time as well as on its behalf, and all those persons are to this extent parties or deemed to be parties to this agreement.

10.5 Notification of Claims

(a) Claims against Highlight Security must be made by the Client to Highlight Security in writing within thirty (30) days of the day that the existence of the claim came or should have come to the notice of the Client and must state the nature, grounds and amount of the claim.

(b) Time is of the essence in respect of this clause and claims not notified within thirty (30) days will not be allowable or admitted and will be deemed waived or abandoned by the Client.

11 FORCE MAJEURE EVENT

(a) If as a result of a Force Majeure Event a party is rendered unable, wholly or in part, to carry out its obligations under this agreement then those obligations are suspended as long as the Force Majeure Event subsists.

(b) If that Force Majeure Event lasts for more than 3 months, the party whose obligations are not suspended may (without affecting the accrued rights and obligations of the parties as at the termination date) terminate this agreement forthwith by Notice to the other party.

12 COSTS, TAXES AND GST

12.1 Taxes

Highlight Security must pay all taxes, duties and government charges imposed on it in connection with the performance of the Services, except where this Agreement expressly provides otherwise.

12.2 Goods and Services Tax (GST)

(a) Unless expressly stated otherwise, the consideration for any supply made under or in connection with this Agreement is exclusive of GST.

(b) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the consideration for that supply is increased by an amount equal to the GST payable in respect of that supply.

(c) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Agreement, the supplier must determine the adjusted GST payable and any difference must be paid, refunded or credited, as applicable.

(d) If a party is entitled under this Agreement to be reimbursed or indemnified for any cost or expense, the reimbursement or indemnity excludes any GST component for which that party is entitled to claim an input tax credit. Where the reimbursement or indemnity constitutes consideration for a taxable supply, it will be increased by GST in accordance with clause 12.2(b).

13 GENERAL

13.1 Application of the Australian Consumer Law

(a) Nothing in this Agreement excludes, restricts or modifies any guarantee, condition, warranty, right, remedy or liability imposed by law that cannot lawfully be excluded, restricted or modified, including under the CCA.

(b) If the Client is a Consumer and Highlight Security fails to comply with a Consumer Guarantee:

1. clause 10 does not apply to the extent that liability for that failure cannot lawfully be excluded or limited;
2. where the failure relates to goods supplied under this Agreement, and it is Fair or Reasonable for Highlight Security to rely on this clause, Highlight Security's liability is limited, at its option, to:

(a) replacing the goods or supplying equivalent goods;

(b) repairing the goods;

(c) paying the cost of replacing the goods or acquiring equivalent goods; or

(d) paying the cost of having the goods repaired; and

3. where the failure relates to Services supplied under this Agreement, and it is Fair or Reasonable for Highlight Security to rely on this clause, Highlight Security's liability is limited, at its option, to:

(a) supplying the Services again; or

(b) paying the cost of having the Services supplied again.

(c) Clause 13.1(b) does not apply where the goods or Services are of a kind ordinarily acquired for personal, domestic or household use or consumption, or where the limitation would otherwise be prohibited by law.

13.2 Additional Provisions

The Additional Provisions form part of this Agreement.

If there is any inconsistency between the Additional Provisions and another provision of this Agreement, the Additional Provisions prevail to the extent of the inconsistency.

13.3 Governing Law and Jurisdiction

(a) This Agreement is governed by the laws in force in the State.

(b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State and any courts entitled to hear appeals from those courts.

(c) Each party waives any objection to proceedings being brought in those courts on the basis that the proceedings have been brought in an inconvenient forum.

13.4 Money Payable

The Client must pay all Money Payable to Highlight Security by the applicable due date, without deduction, withholding, set-off or counterclaim, except to the extent required by law.

13.5 Notices

13.5.1 Form of Notice

A notice or other communication given under or in connection with this Agreement (Notice) must:

- (a) be in writing and in English;
- (b) be addressed to the recipient using the contact details specified in the Reference Table or any replacement details notified in writing; and
- (c) be delivered by hand, prepaid post or email.

13.5.2 When Notice Is Received

A Notice is taken to have been received:

- (a) if delivered by hand, when delivered to the recipient's nominated address;
- (b) if sent by prepaid post within Australia, at 9:00 am at the recipient's location on the third Business Day after posting; and
- (c) if sent by email, when the email becomes capable of being retrieved by the recipient at its nominated email address, unless:
 - 1. the sender receives an automated message stating that delivery has failed; or
 - 2. the email becomes capable of being retrieved after 5:00 pm or on a day that is not a Business Day at the recipient's location, in which case it is taken to have been received at 9:00 am on the next Business Day.

13.5.3 Service of Legal Proceedings

This clause does not apply to the service of court proceedings or any document that must be served in accordance with applicable court rules.

13.6 Waiver

- (a) A waiver of any right under this Agreement is effective only if it is given in writing by the party granting the waiver.
- (b) A failure or delay by a party to exercise a right does not operate as a waiver of that right.
- (c) A waiver of a right on one occasion does not constitute a waiver of that right on another occasion or of any other right.

13.7 Variation

Subject to any express variation mechanism in this Agreement, including clause 3.4, this Agreement may only be varied by a written agreement between the parties.

13.8 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous proposals, negotiations, representations, communications and agreements concerning that subject matter.

(b) Any terms appearing in a purchase order, procurement document or other document issued by the Client do not amend or form part of this Agreement unless Highlight Security expressly agrees to them in writing.

(c) Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

13.9 Severability

If any provision of this Agreement is invalid, illegal or unenforceable:

- (a) that provision is to be read down to the minimum extent necessary to make it valid and enforceable; or
- (b) if it cannot be read down, it is severed from this Agreement,

without affecting the validity or enforceability of the remaining provisions.

13.10 Relationship of the Parties

Nothing in this Agreement creates a partnership, joint venture, employment, fiduciary or agency relationship between the parties.

Neither party may bind the other party or incur any obligation on the other party's behalf except where expressly authorised in writing.

13.11 Contract Formation and Acceptance

(a) This Agreement becomes binding when the Client accepts a Quote or otherwise accepts the provision of the Services.

(b) The Client accepts a Quote and this Agreement by any of the following:

1. signing this Agreement, the Quote or any related acceptance document;
2. confirming acceptance in writing, including by email, electronic message or electronic-signature platform;
3. approving or accepting the Quote through an online system or procurement platform;
4. issuing a purchase order, work order, engagement confirmation or similar instruction referring to the Quote;
5. instructing Highlight Security to commence the Services after receiving the Quote and these Terms and Conditions;
6. permitting Highlight Security to commence or continue providing the Services with the Client's knowledge; or
7. paying a deposit, invoice or other amount relating to the Services.

(c) By accepting a Quote or the Services under clause 13.11(b), the Client confirms that:

1. it has received or been given access to these Terms and Conditions;
2. it has had a reasonable opportunity to review them; and
3. it agrees to be bound by the Quote, the Reference Table, these Terms and Conditions and any documents expressly incorporated into them.

(d) A handwritten or electronic signature is not required for this Agreement to be binding where acceptance has occurred under this clause.

(e) If a person accepts a Quote or instructs Highlight Security on behalf of the Client, that person represents that they are authorised to bind the Client.

13.12 Order of Precedence

If there is any inconsistency between documents forming this Agreement, the following order of precedence applies:

- (a) the Additional Provisions;
- (b) the Reference Table;
- (c) the accepted Quote;
- (d) any agreed Scope of Works or Site Instructions; and
- (e) these Terms and Conditions,

unless the parties expressly agree otherwise in writing.

13.13 Further Assurances

Each party must do anything reasonably necessary, including signing documents, to give full effect to this Agreement and the transactions contemplated by it.

13.14 Counterparts and Electronic Communications

- (a) This Agreement may be signed in any number of counterparts, each of which is taken to be an original and all of which together constitute one instrument.
- (b) A party may sign or accept this Agreement electronically, including by email, electronic message, electronic-signature platform, online procurement system or another electronic method agreed between the parties.
- (c) An electronic communication or electronically signed counterpart may be relied upon as evidence of acceptance and has the same effect as an original document to the extent permitted by law.
- (d) This clause does not limit any other method by which the Client may accept this Agreement under clause 13.11.



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