



Licence Agreement	
Company Name	

INTELLECTUAL PROPERTY NOTICE

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This intellectual property notice must not be removed.

To discuss any information provided in this document please contact:



TERMS OF TRADE AND LICENCE OF INTELLECTUAL PROPERTY

This agreement is made on the (Agreement Date).

Between:

Quality VET Solutions ABN: 53645144770 ACN: 645144770 located at 10/88 Ellena St Maryborough QLD 4650 (Supplier);

and

The Customer described in Schedule 1 (Customer).

RECITALS

- A. The Supplier supplies products and services which are the subject of intellectual property rights.
- B. The Supplier has agreed to supply those products and services to the Customer in accordance with these terms of trade and to grant the licence to supply to use the intellectual property in the products and/or services.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 Definitions

Website means the domain name/IP address provided by the Supplier whereby the products and services can be accessed and utilised by the Customer.

Additional Charge

means:

- (a) fees or charges for additional work performed at the Customer's request or reasonably required as a result of the Customer's conduct, calculated in accordance with the Supplier's then current prices; and
- (b) expenses incurred by the Supplier, at the Customer's request or reasonably required as a result of the Customer's conduct.

Business Day

means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Products provided.

Customer

means the person identified on an Order as the customer and includes the Customer's agents and permitted assigns.

Products means any products supplied by the Supplier including those supplied in the course of providing Services.

Intellectual Property Rights

means intellectual property rights at any time protected by statute or common law, including copyright, trademarks, patents and registered designs.

Loss

includes, but is not limited to, costs (including party to party legal costs and the Supplier's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

Order

means a purchase order for products or services placed by a Customer and as varied in writing from time to time by the parties.

PPS Law

means:

- (a) the Personal Property Security Act 2009 (Cth) (**PPS Act**) and any regulation made at any time under the PPS Act (each as amended from time to time); and

- (b) any amendment made at any time to any other legislation as a consequence of a PPS Law.

Price	means the price charged by the Supplier for the products or services to be provided by the Supplier to the Customer and as advised by the Supplier to the Customer in writing whether directly to the Customer or as shown on the Supplier's website.
Services	means the services to be provided by the Supplier to the Customer in accordance with these terms of trade.
Supplier	means the entity specified as the Supplier of products or services and includes the Supplier's agents and permitted assigns.
Date of this Agreement	is the date on which the Agreement or its counter parts have been signed by this Supplier and the Customer or the date on which the Customer first orders products or services from the Supplier.

1.2 Interpretation

In these terms of trade, unless the context otherwise requires:

- (a) a reference to writing includes email and other communication established through the Supplier's website (if any);
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these terms of trade;
- (d) a reference to a party to these terms of trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (f) headings are for ease of reference only and do not affect the meaning or interpretation of these terms of trade; and
- (g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:
 - (i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and
 - (ii) in all other cases, must be done on the next Business Day.

2. Copying

- 2.1 The Customer has the right to reproduce the training products purchased for educational purposes. This includes printing the training products delivered only.

3. Modifications

- 3.1 The Customer has the right to modify or alter the product, as required. No part of the products supplied by Quality VET Solutions should be copied or reproduced.
- 3.2 If any product is modified or altered by the Supplier:
- (a) the costs associated with the modifications or alterations or the costs arising out of the effects of proposed modifications or alterations will be borne solely by the Supplier; and
- 3.3 If any product is modified or altered by the Customer:
- (a) the costs associated with the modifications or alterations or the costs arising out of the effects of proposed modifications or alterations will be borne solely by the Customer; and
- 3.4 The products as modified or altered remains the property of the Supplier in all respects, whether modified by the Customer, the Supplier or a third party and whether or not authorised pursuant to this Agreement. All products are protected by the Copyright Act 1968.
- 3.5 This Agreement shall apply to any product as modified or altered.
- 3.5 The Customer shall execute such documents and perform such other acts as are necessary in order to give effect to this clause.

4. Security

- 4.1 The Customer shall be solely responsible for the use, supervision, management and control of any products.
- 4.2 The Customer shall ensure that any products are protected at all times from misuse, damage, destruction or any form of unauthorised use.

5. Implied Terms

- 5.1 Subject to subclause 2, any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.
- 5.2 Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this Agreement. However, the liability of the Supplier for any breach of such condition or warranty shall be limited, at the option of the Supplier, to one or more of the following:
- (a) if the breach relates to products:
 - i. the replacement of the products or the supply of equivalent products; or
 - ii. the payment of the cost of replacing the products or of acquiring equivalent products.
 - (b) if the breach relates to services:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.
- 5.3 prior to the development of educational products, a development timeframe is provided to the Customer and agreed upon.

6. Liability of Supplier

- 6.1 The Supplier shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of products or services supplied pursuant to this Agreement.
- 6.2 The Customer warrants that it has not relied on any representation made by the Supplier which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by the Supplier.
- 6.3 The Customer acknowledges that to the extent the Supplier has made any representation which is not otherwise expressly stated in this Agreement, the Customer has been provided with an opportunity to independently verify the accuracy of that representation.
- 6.4 The Customer shall at all times indemnify and hold harmless the Supplier and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:
- (a) a breach by the Customer of its obligations under this Agreement; or
 - (b) any wilful, unlawful or negligent act or omission of the Customer.

7. Governing Law

This Agreement will be governed by and construed according to the law of the State of Queensland and the Parties submit to the Exclusive Jurisdiction of the Courts of the State of Queensland.

8. General

- (a) These terms of trade apply to all transactions between the Customer and the Supplier relating to the provision of products and services. This includes all quotations, contracts and variations. These terms of trade take precedence over terms of trade contained in any document of the Customer or elsewhere.
- (b) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.
- (c) The terms and conditions of this Agreement apply to any and all orders made by the Customer with the Supplier after this Agreement has been accepted by the Supplier in accordance with the provisions of this Agreement and terms and conditions shall continue to apply to all subsequent or later orders made by the Customer to the Supplier without the Customer or Supplier needing to have entered into or accepted any further or additional Agreements.

9. Orders

- (a) Every Order by the Customer for the provision of products or services must be submitted in writing to the Supplier or through the Supplier's website.
- (b) An Order will only be deemed to be placed by the Customer if the Order clearly identifies the products or services ordered. Any costs incurred by the Supplier in reliance on incorrect or inadequate information provided by the Customer in an Order may result in the imposition of an Additional Charge.
- (c) Placement of an Order by the Customer signifies acceptance by the Customer of these terms of trade.
- (d) The Supplier may in its absolute discretion refuse to provide products or services where products are unavailable for any reason whatsoever.
- (e) An Order cannot be cancelled without the prior written consent of the Supplier. Where an Order is cancelled, the Customer indemnifies the Supplier against any Losses incurred by the Supplier as a result of the cancellation. This includes, but is not limited to, loss of profit from other orders foregone as a result of the scheduling of the Order which is subsequently cancelled.

10. Variations

- (a) The Customer may request that its Order be varied by providing a request in writing to the Supplier. A request for a variation must be agreed to in writing by the Supplier in order to have effect.
- (b) If the Customer wishes to vary its requirements after the placement of an Order, the Supplier reserves the right to vary the price to include any additional charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current prices.
- (c) The Supplier has an automatic extension of time for the provision of the products or services equal to the delay caused by the variation.

11. Invoicing and payment

- (a) The Customer must pay for all products or services ordered by the Customer at the time that those products or services are ordered.
- (b) The Customer and the Supplier agree to comply with their obligations in relation to Products and services Tax (**GST**) under the A New Tax System (Products and services Tax) Act 1999 and any other applicable legislation governing GST.

12. Additional Charges

- (a) The Supplier may require the Customer to pay Additional Charges in respect of Costs incurred by the Supplier as a result of reliance on inadequate or incorrect information or material provided by the Customer or information or material supplied later than required by the Supplier in order for it to provide the products or services within the specified time frame (if any).
- (b) The imposition of Additional Charges may also occur as a result of:
 - (i) cancellation by the Customer of an Order where cancellation results in Loss to the Supplier; or
 - (ii) additional work required by the Customer or any other occurrence which causes the Supplier to incur costs in respect of the Customer's order additional to the quoted cost.

13. Acceptance of Products

If the Customer fails to advise the Supplier in writing of any fault in the products to accord with the Customer's Order within 48 hours of delivery, the Customer is deemed to have accepted the products and to have accepted that the products are not faulty and accord with the Customer's Order. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.

14. Title and risk

- (a) Risk in products passes to the Customer immediately upon delivery.
- (b) Property and title in Products supplied to the Customer under these terms of trade does not pass to the Customer until all money (including money owing in respect of other transactions between the Supplier and the Customer) due and payable to the Supplier by the Customer have been fully paid.
- (c) Where products are supplied by the Supplier to the Customer without payment in full, the Customer:
 - (i) is a bailee of the products until property in them passes to the Customer;

- (ii) irrevocably appoints the Supplier to be its attorney to do all acts and things necessary to ensure the retention of title to products including the registration of any security interest in favour of the Supplier with respect to the products under applicable law;
 - (iii) must be able upon demand by the Supplier to separate and identify as belonging to the Supplier products supplied by the Supplier from other products which are held by the Customer;
 - (iv) must not allow any person to have or acquire any security interest in the products;
 - (v) agrees that the Supplier may repossess the products if payment is not made within 7 days (or such longer time as the Supplier may, in its complete discretion, approve in writing) of the supply of the products; and
 - (vi) the Customer grants an irrevocable licence to the Supplier or its agent to enter the Customer's premises in order to recover possession of products pursuant to this paragraph.
- (d) Where products are supplied by the Supplier to the Customer without payment in full of all moneys payable in respect of the products and any Services provided by the Supplier in respect of those products, the Customer acknowledges that the Supplier has a right to register and perfect a personal property security interest.
- (e) If:
- (i) a PPS Law applies or commences to apply to these terms of trade or any transaction contemplated by them, or the Supplier determines (based on legal advice) that this is the case; and
 - (ii) in the Supplier's opinion, the PPS Law:
 - (A) does or will adversely affect the Supplier's security position or obligations; or
 - (B) enables or would enable the Supplier's security position to be improved without adversely affecting the Customer, the Supplier may give notice to the Customer requiring the Customer to do anything (including amending these terms of trade or execute any new Terms and Conditions) that in the Supplier's opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in paragraph 14(e)(ii)(A) or improve the security position as contemplated in paragraph 14(e)(ii)(B). The Customer must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this paragraph, in the Supplier's opinion the Supplier's security position or obligations under or in connection with these terms of trade have been or will be materially adversely affected, the Supplier may by further notice to the Customer cancel these terms of trade. If this occurs, the Customer must pay to the Supplier any money owed to the Supplier by the Customer immediately.

15. Intellectual Property Rights

- (a) The Supplier grants to the Customer the *non-exclusive* licence *without* the right to grant sub-licences to use the Intellectual Property to the product Worldwide for the sole purpose of training or educating the Customer's students, employees, agents and sub-contractors.
- (b) Unless specifically agreed in writing between the Supplier and the Customer, all Intellectual Property Rights in any works created by the Supplier on behalf of the Customer vest in and remain the property of the Supplier. If any breaches have been made in relation to intellectual property not owned by the supplier, this is up to the Supplier to remedy without causing damage to the Customer.
- (c) Subject to payment of all invoices due in respect of the products or services, the Supplier grants to the Customer a perpetual, non-exclusive licence to use the products or works created or produced by the Supplier in connection with the provision of products or services under these terms of trade for the purposes contemplated by the Order subject always to compliance by the Customer with the terms of this Agreement.
- (d) The Customer must not:
 - (i) use the Intellectual Property for any other purpose than delivering an educational training product.
 - (ii) use the Intellectual Property for any purpose other than that permitted by the Supplier.
- (e) Where the Supplier has indicated to the Customer that the whole or any part of the Intellectual Property comprises confidential material, the Customer:
 - (i) must not any time during the Term of this Agreement, after its termination or expiration disclose such confidential material to any person or corporation without obtaining prior written consent of the Supplier; and

- (ii) Must take such steps as may be necessary to ensure that any of its employees or agents do not disclose such confidential material.

16. Exclusions and limitation of liability

- (a) The Customer expressly agrees that use of the products and services is at the Customer's risk. To the full extent allowed by law, the Supplier's liability for breach of any term implied into these terms of trade by any law is excluded.
- (b) All information, specifications and samples provided by the Supplier in relation to the products or services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect the Customer's use of the products or services will not entitle the Customer to reject the products upon delivery, or to make any claim in respect of them.
- (c) The Supplier gives no warranty in relation to the Services provided or supplied. Under no circumstances is the Supplier or any of its suppliers liable or responsible in any way to the Customer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues) as a result, direct or indirect of any defect, deficiency or discrepancy in the products or services. This includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:
 - (i) any products or services supplied to the Customer;
 - (ii) any delay in supply of the products or services; or
 - (iii) any failure to supply the products or services.
- (d) A refund will be provided for non-compliant training resources if the non-compliance cannot be rectified in a timely manner.
- (e) Any advice, recommendation, information, assistance or service given by the Supplier in relation to products or services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty for accuracy, appropriateness or reliability. The Supplier does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.
- (f) To the fullest extent permissible at law, the Supplier is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide products or services, or otherwise arising out of the provision of products or the services, whether based on terms of trade, negligence, strict liability or otherwise, even if the Supplier has been advised of the possibility of damages.
- (g) The Customer acknowledges that the products or services are not for personal, domestic or household purposes.
- (h) The Australian Consumer Law may give to the Customer certain guarantees. Where liability for breach of any such guarantee can be limited, the Supplier's liability (if any) arising from any breach of those guarantees is limited with respect to the supply of products, to the replacement or the costs of resupply or replacement of the products or with respect to services to the supply of services again or cost of re-supplying the services again.

17. Indemnity

- (a) The Customer indemnifies and keeps indemnified the Supplier, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against the Supplier or, for which the Supplier is liable, in connection with any Loss arising from or incidental to the provision of products or services, any Order or the subject matter of these terms of trade including.
- (b) This includes, but is not limited to, any legal costs incurred by the Supplier in relation to meeting any claim or demand or any legal costs for which the Supplier is liable in connection with any such claim or demand.
- (c) This provision remains in force after the termination of these terms of trade.

18. Force majeure

- (a) If circumstances beyond the Supplier's control prevent or hinder its provision of the products or services, the Supplier is free from any obligation to provide the products or services while those circumstances continue. The Supplier may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.
- (b) Circumstances beyond the Supplier's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

19. Secrecy obligations

- (a) The Customer must:
- (i) keep confidential all information and technical data disclosed by the Supplier to the Customer provided that the Customer has the right to disclose such information to its employees insofar as it is necessary for them to know the information for the use of the products in this Agreement; and
 - (ii) not use any of the Supplier's disclosures or other information or technical data, except for the purposes of the licences and products granted herein and on the terms of this Agreement.

20. Notices

- i. All notices required or permitted hereunder must be in writing in English and the address for service of notices is either the postal address or email address of the party to be served as stated in this Agreement or any postal address or email address such party may have designated in writing as the address for service of notices.
- ii. Notices sent to the recipient's postal address must be sent by registered or certified mail, return receipt requested.
- iii. Unless otherwise specified, notices must be deemed to have been delivered when receipt is acknowledged by the recipient or 72 hours from the time the notice is sent (whichever is sooner).
- iv. In relation to email, receipt is deemed to be acknowledged by the recipient by a delivery receipt notification generated by the recipient's email system after sending of the email containing the notice or to which the notice is attached. Emailing notices must constitute sufficient and effective delivery when delivered to the recipient's email account, whether or not the specific electronic communication is accessed or read.

21. Execution

- i. This Agreement may be delivered electronically, including by email or fax.
- ii. The Customer is bound by the terms of this Agreement upon the earlier of :
 - (a) Providing to the Supplier a duly executed copy of the Agreement (or any amendment of the Agreement); or
 - (b) Indicating the Customer's acceptance of the terms of this Agreement in writing whether electronic or otherwise; or
 - (c) Ordering products or services from the Supplier after a copy of this Agreement and terms of trade have been provided by the Supplier to the Customer whether directly, in writing or electronically or provided through the Supplier's website.
- iii. Failure to comply with clause ii. will not affect the validity, enforceability or binding effect of this Agreement.

22. No partnership or agency relationship

Nothing contained in this Agreement must be deemed to constitute partnership between the parties and nothing contained in this Agreement must deem either party to be the agent of the other party and the Customer must not hold itself out as, engage in any conduct or make any representation which may suggest to any person that the Customer is for any purposes, the agent of the Supplier.

23. Entire agreement

This Agreement sets out the entire agreement between the parties and it replaces all previous communications, representations, inducements, undertakings, agreements and arrangements between the parties in respect of its subject matter and this Agreement may not be modified except by written agreement signed by each party.

24. No waiver

Failure to exercise, or any delay in exercising, any right, power or remedy by a party does not operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

25. Severance

If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

SCHEDULE 1

Agreed and signed on behalf of the parties to the agreement:

Quality VET Solutions	
QVS Representative	
Position	
ABN	53645144770
CAN	645144770
Phone Number	07 5408 4099
Address	2 & 10/88 Ellena St Maryborough QLD 4650
Signed	
Date	

Customer	
Company Name	
ABN	
Physical Address	
Postal Address	
Contact Person	
Email	
Phone Number	
Signature	
Date	