

# POLICIES, TERMS & CONDITIONS

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## 1. Acceptance of these Terms and Conditions

1.1 Unless otherwise specified in the Order Schedule, by signing, or otherwise adopting, these Terms & Conditions of Contract, the Customer accepts the same and agrees that they override all other terms and conditions contained in any other documents including the Customer's terms and conditions.

## 2. The Parties

2.1 The Contract is with Bentley Workspaces Pty Ltd (Supplier) and is for the supply of the Goods and or Services specified in the Order Schedule. The Supplier may sub-contract the performance of any part of this Contract to any person on any terms at the Supplier's sole discretion.

## 3. Contract Price and Leadtimes

3.1 In addition to the Customer's payment obligations pursuant to clause 10.1, the Customer must pay the Supplier a deposit on acceptance of the Order Schedule and the balance within 14 days of Delivery in respect of Goods or Practical Completion in respect of Services; or a deposit when the Customer signs the Order Schedule and, if the Order Schedule specifies a payment schedule, then the Customer must pay the balance in accordance with the payment schedule.

3.2 Delay in payment of the balance incurs interest at 10% per annum calculated daily by reference to amounts outstanding and compounding daily.

3.3 The Contract Price stated in an Order Schedule will remain unchanged for 14 days from the date of that Order Schedule.

3.4 Where there is a Dispute, the Customer may only retain the portion of the balance that relates to the portion of Goods or Services in Dispute, but not exceeding of 2.5% of the Contract Price. All money outstanding must be paid within 7 days after resolution of the Dispute.

3.5 Prices in this proposal shall be fixed for 30 days from date of issue and are subject to change beyond that time

3.6 Lead times provided in this proposal are estimates and are subject to potential delays beyond the control of Bentley Workspaces. They serve as a guide and do not constitute a guarantee unless explicitly stated in writing.

## 4. Retention of Title

4.1 Unless otherwise specified, risk in the Goods passes to the Customer on Delivery of those Goods.

4.2 Where the Customer has requested a Special Delivery, risk in the Goods passes to the Customer upon the Goods leaving the Supplier's premises. The Supplier will not be liable for damage, shortage or loss during transit of the Goods.

4.3 Property in Goods shall remain with the Supplier until the Supplier has received the full Contract Price in cleared funds for those Goods and the Customer is bailee of the Goods until then.

4.4 Personal Property Securities Act 2009 (PPSA):

(a) this Contract is a security agreement;



(b) the interest of the Supplier in the Goods and all proceeds from the sale of the Goods by the Customer to a third party is a security interest;

(c) the Customer consents to the Supplier registering its security interest on the Personal Property Securities Register and agrees to provide all assistance reasonably required by the Supplier to facilitate registration;

(d) until such time as property in the Goods has passed to the Customer, the Customer agrees not to in any way assign, charge, lease or otherwise deal with the Goods in such a manner as to create a security interest over the Goods in favour of the Customer or any third party.

The parties agree that this clause will not prohibit the Customer from selling the Goods in the ordinary course of business;

(e) the Customer waives its right to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by that Act and cannot be excluded;

(f) unless the Goods are used predominantly for personal, domestic or household purposes, the Supplier and the Customer agree each of the following requirements or rights under the PPSA do not apply to the enforcement of the Supplier's security interest in the Goods or of this agreement;

(g) any requirement for the Supplier to give the Customer a notice of removal of accession;

(h) any requirement for the Supplier to give the Customer a notice of the Supplier's proposed disposal of the Goods;

(i) any requirement for the Supplier to include in a statement of account, after disposal of the Goods, the details of any amounts paid to other secured parties;

(j) any requirement for the Supplier to give the Customer a statement of account if the Supplier does not dispose of the Goods;

(k) any right the Customer has to redeem the Goods before the Supplier exercises a right of disposal;

(l) any right the Customer has to reinstate this agreement before the Supplier exercises a right of disposal of the Goods;

(m) expressions defined in the PPSA have the same meaning when used in this Contract.

4.5 The Supplier may recover the Goods if they are in the Customer's possession and resell them if any payment is owed by the Customer. The Customer hereby gives its irrevocable consent to the supplier using such force as may be necessary to gain entry to the Customer's premises for the purpose of determining if the Goods are at the premises and for recovering those Goods.

## 5. The Customer's Obligations

5.1 The Customer must nominate one or more persons to be the Customer's authorised representative who must be present on site or readily contactable by the Supplier at all times for clarification or authorisation on any matter relevant to the supply of the Supplier's Goods and or Services.

5.2 The Customer must ensure that all preparatory works required to be done by the Customer or any third parties (as mutually agreed) are completed before the Supplier's commencement date.





5.3 The Customer must provide and maintain, at the Customer's own cost, appropriate arrangements for the security of the site and its contents, including the Goods, for the duration of the Contract. This includes extra security required for work outside of Normal Working Hours.

5.4 The Customer must make available to the Supplier the toilet facilities and other amenities as well as electrical and telephone services existing on the site without cost to the Supplier.

## **6. Delivery & Access**

6.1 The Customer must ensure that the Supplier has full, clear and unrestricted access for Delivery of Goods and Services and for hoisting of men and materials at all times and that any preparatory work is complete. The Contract Price and the Delivery and Practical Completion dates may be varied by the Supplier in the event of a breach of this Clause and the Customer shall be liable for extra charges, loss or expense incurred by the Supplier. Staged delivery/installation is at extra cost to the customer.

## **7. Risk and Insurance**

7.1 The Supplier will insure against statutory and common law liability for death of or injury to persons employed by the Supplier.

7.2 The Customer will effect and maintain, for the duration of the Contract, public liability insurance cover acceptable to the Supplier and that names the Supplier as a person to whom cover is extended in respect of any one occurrence of not less than \$10,000,000.

7.3 The Customer will effect and maintain, for the duration of the Contract, contract works insurance cover acceptable to the Supplier and that names the Supplier as a person to whom cover is extended for an amount not less than the Contract Price from date of the Contract until final completion, for the benefit of the Supplier.

7.4 The Supplier's insurance policies are for the Supplier's own benefit only and do not cover the Customer's risks.

## **8. Council Approval**

8.1 Unless otherwise stated in the Order Schedule, the Customer is solely responsible for identifying and

8.2 obtaining any Government Authority approvals prior to commencement. The Customer holds harmless and will indemnify the Supplier for any liability arising from identifying and obtaining approvals from any government authorities such as Council or the failure to do so.

## **9. Rectification or Re-Usage of Existing Customer Material**

9.1 The Order Schedule is submitted on the basis that any of the Customer's materials that are to be used in connection with the Services conform to relevant Government regulations, including product safety standards. The Supplier is authorised to replace any materials not so conforming or proving to be defective at the Customer's cost.

## **10. Variation by Customer and Extras**

10.1 Any variation to the Contract must be by mutual agreement and in writing. The Supplier reserves the right to revise and amend the Contract Price if there are any variations and the Customer shall have no right to object to any such amendment to the Contract Price.



## 11. Specifications and Finish

11.1 All dimensions in this Contract are approximations. Actual dimensions will be as close as reasonably practicable to those specified.

11.2 Subject to clause 11.4 below, colours, anodising, materials, fabrics, glazing and the like will be the nearest commercially available to those specified in the Order Schedule.

11.3 All work will be carried out in accordance with specifications and drawings attached to the Order Schedule, but subject to deviation at the Supplier's discretion.

11.4 The Supplier reserves the right to change the materials used to take advantage of any technical developments, improvements or modifications that the Supplier considers desirable.

## 12. Cancellation by the Customer

12.1 Order Schedules accepted by the Customer cannot be cancelled except with the Supplier's written consent. The Customer must indemnify the Supplier against all loss and damage in relation to any part of the Order Schedule that is cancelled.

## 13. Extent of the Supplier's Liability

13.1 The law implies various terms, conditions and warranties which might apply to the supply of the Goods and / or the Services. The Supplier excludes all of those terms, conditions and warranties, and any other terms, conditions and warranties which might otherwise have been implied by custom or otherwise, to the fullest extent permitted by law.

13.2 Provisions of the Competition and Consumer Act, the Australian Consumer Law and other statutes in some cases either cannot be excluded, restricted or modified, or can only be restricted or modified to a limited extent. If any such provision does apply, then to the extent permitted by law, the Supplier's liability under that provision is limited as follows:

- (a) the Supplier's liability in relation to the Goods is limited, entirely at the Supplier's option, to:
  - (1) replacement of the Goods;
  - (2) the supply of equivalent goods,
  - (3) repair of the Goods;
  - (4) payment of the cost of replacing the Goods or of acquiring equivalent goods; or
  - (5) payment of the cost of having the Goods repaired;
- (b) the Supplier's liability in relation to the Services is limited, entirely at the Supplier's option, to:
  - (1) resupplying of the Services; or
  - (2) the payment of the cost of having the Services resupplied.

13.3 If agreement cannot be reached on the costs referred to above, it is to be determined by an independent and appropriately qualified tradesman nominated by the TAS Fair Trading.

13.4 Except as stated above, the Supplier shall not be liable for, and the Customer does not rely on being able to claim against the Supplier for, any loss or damage or Consequential Damage under or in connection with this Contract or the Goods and / or the Services or anything done or omitted in that regard or for that purpose, or in relation to any representation or conduct before, under or in respect of the Order Schedule, and whether or not the possibility or potential extent of the loss or damage or Consequential Damage was known or foreseeable whether in contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty (if any) and whether or not the act or conduct was authorised or required.



13.5 Except where Clause 13.2 or Clause 13.4 applies, if the Customer has not commenced legal action against the Supplier within 6 months of the date of the event that allegedly gave rise to such cause of action, the Customer irrevocably releases and forever holds the Supplier harmless from any liability arising from or in connection with that event.

#### **14. Force Majeure Event**

14.1 If the Supplier is wholly or partially prevented from complying with its obligations under the Contract by a Force Majeure Event then its obligations to perform in accordance with the Contract will be suspended for the duration of the delay arising out of the Force Majeure Event. The Supplier must notify the Customer of a Force Majeure Event as soon as the extent to which the Supplier is unable to perform its obligations.

14.2 If a Forced Majeure Event lasts longer than 10 days the Supplier may terminate this Contract by giving written notice to the Customer.

#### **15. Goods and Services Tax**

15.1 Amounts payable by the Customer to the Supplier under this Contract are GST exclusive. From the date when the Supplier becomes liable for Goods and Services Tax (GST) in respect of a taxable supply under this Contract the Customer must pay to the Supplier an additional amount in respect of that taxable supply. This additional payment by the Customer must be made at the same time as the GST exclusive consideration for the taxable supply is payable by the Customer to the Supplier.

The terms used in this Clause that have defined meanings in "A New Tax Systems (Goods and Services Tax) Act 1999" shall have the same meanings in this Clause.

#### **16. General**

16.1 Part or all of any clause of this Contract that is unenforceable will be severed from this Contract and will not affect the enforceability of the remaining provisions of this Contract.

16.2 A party's failure to insist that another party perform any obligation under this Contract is not a waiver of that party's right.

16.3 This Contract is governed by Tasmanian law and each party agrees to submit to the jurisdiction of the courts in that State.

16.4 The Suppliers legal costs (on the indemnity basis) and internal costs and expenses in collecting overdue amounts from the Customer are payable by the Customer.

#### **17. Cyber Policy**

17.1 Payments to and from Construction & Project Based firms are being targeted by cybercriminals. If you intend to remit monies by Electronic Funds Transfer or otherwise deposit money to our Trust account, we invite you to call our office on 1300 789 922 to confirm bank details verbally prior to remitting any funds.





17.2 The bank account details we provide to you will not change.

17.3 We will never send an email, SMS or telephone you to advise you of a change of bank account.

17.4 We will never ask you to call an alternative telephone number, other than our main office number to verify bank account details.

17.5 Should you receive any email, SMS, telephone call or other communication requesting a change of bank account for EFT remittance, please disregard it and contact us immediately on **1300 789 922**.

17.6 Should you have any questions or doubts about information on an email, we highly encourage you contact us immediately on **1300 789 922**.

## **18. Intellectual Property Rights**

18.1 Ownership: All creative and design documents, including but not limited to sketches, drafts, final designs, and any derivative works, created by Bentley Workspaces ("the Company") or its employees, contractors, or agents, shall be considered the exclusive property of the Company.

18.2. Rights: The Company shall retain all rights, title, and interest in and to the intellectual property contained within the creative and design documents, including without limitation copyrights, trademarks, and any other applicable intellectual property rights.

18.3. Usage and Distribution: Unless otherwise specified in a separate agreement, any use, distribution, or reproduction of the creative and design documents, whether in whole or in part, shall require the prior written consent of the Company.

18.4. Confidentiality: All creative and design documents shall be treated as confidential information of the Company. Employees, contractors, or agents who have access to such documents shall maintain strict confidentiality and shall not disclose or use such documents for any purpose other than in connection with their duties for the Company.

18.5. Non-Disclosure: The Company acknowledges that certain creative and design documents may contain proprietary information or trade secrets. Therefore, all parties involved in the creation, review, or handling of such documents shall be bound by a separate non-disclosure agreement to protect the confidentiality of such information.

18.6. Assignment: Any intellectual property rights in the creative and design documents created by employees, contractors, or agents of the Company shall be deemed to have been assigned to the Company upon creation, and all necessary documents to effectuate such assignment shall be executed promptly upon request by the Company.

18.7. Indemnification: The Company shall indemnify and hold harmless its employees, contractors, and agents from any claims, damages, or liabilities arising out of any infringement or alleged infringement of third-party intellectual property rights resulting from the use or distribution of the creative and design documents in accordance with this clause.

18.8. Governing Law: This clause shall be governed by and construed in accordance with the laws of Tasmania, Australia, and any disputes arising out of or in connection with this clause shall be subject to the exclusive jurisdiction of the courts of Tasmania, Australia.



*We are committed to making a meaningful impact in the communities where we live and work. Through partnerships with local organisations, philanthropic initiatives, and active community engagement, we strive to create opportunities for growth, empowerment, and well-being.*

### **Environmental & Sustainability Impact**

We prioritise sustainable construction practices to minimise environmental impact and promote energy efficiency. This includes incorporating features such as high-performance insulation, energy-efficient lighting and HVAC systems, zone controls and occupancy sensors to optimise energy usage based on occupancy levels, thereby minimising wasted energy.

### **Socio-Economic Benefits**

1. **Job Creation & Support:** Partnering with Bentley Workspaces generates new opportunities to grow our local team, including skilled professionals, tradespeople, and support staff involved in the design & construct projects. This influx of jobs will stimulate economic activity, reduce unemployment rates, and provide individuals with stable sources of income, thereby improving livelihoods and fostering economic empowerment within the community.
2. **Local Supplier Network:** We prioritise sourcing materials, equipment, and services from local suppliers and vendors whenever possible. By supporting local businesses and suppliers, our project stimulates economic growth within the community, fosters entrepreneurship, and strengthens the local supply chain ecosystem. This not only benefits local businesses directly involved in the project but also creates ripple effects throughout the broader economy, amplifying the positive socio-economic impact.
3. **Skills Development:** Through apprenticeships, training programs, and workforce development initiatives, our project provides valuable opportunities for skills development and capacity building among local workers. By investing in human capital development, we empower individuals with the skills and knowledge needed to pursue sustainable livelihoods and career pathways. This not only enhances employability but also contributes to long-term economic resilience and social mobility within the community.

We are deeply committed to continuous improvement in all aspects of our business. We recognise that there is always room to grow, learn, and refine our practices. Through rigorous evaluation, feedback mechanisms, and data-driven decision-making, we identify areas for enhancement and implement strategies to elevate our performance and impact. Whether it's refining our sustainability initiatives, optimising our operational processes, or enhancing the user experience of our spaces, we are relentless in our pursuit of excellence and continuous improvement.



our  
brand  
promise



### POLICY STATEMENT

Bentley Workspaces are committed to providing, so far as is reasonably practicable, for the health, safety and welfare of all staff, employees, contractors, volunteers, customers and visitors to a workplace. This commitment extends to ensuring that our operations and activities do not place members of the public, the local community or environment to risk of harm, injury, illness or damage.

We recognise our moral and legal responsibility to provide a safe and healthy work environment in our workplaces for all persons, and that the safety and well-being of persons includes the psychological and psychosocial aspects of the individual.

### AIMS AND OBJECTIVES

#### We will adopt procedures

1. to eliminate risks to health and safety so far as is reasonably practicable, and
2. if it is not reasonably practicable to eliminate risks to health and safety, to minimise or reduce those risks so far as is reasonably practicable.

#### To achieve this, we will:

1. provide and maintain healthy and safe workplaces, safe plant and systems of work;
2. provide written procedures and instructions to ensure safe work practices;
3. ensure compliance with all relevant Acts, Regulations, Codes and Standards;
4. ensure that all persons discharge and comply with their health and safety duties and obligations;
5. provide such information, instruction, training and supervision to workers, contractors and other persons as is necessary to ensure their continued health and safety;
6. provide support and assistance to workers and involve them in consultation on safety issues; and
7. ensure that employees and other people are not exposed to psychological health and safety risks arising from the operations of the company.

### RESPONSIBILITIES

The company, as the employer, has the primary duty of care under the Act, and as such must ensure the health, safety and welfare of employees and other persons who may be affected by our operations, products, services and activities.

Officers of the company must take reasonable care to ensure that the company does not contravene a provision of the Act or Regulations to the extent of their knowledge of and their ability to participate in the making of decisions in relation to the matter concerned.

Employees must take reasonable care for their own health and safety and the health and safety of other persons, and comply with any reasonable instruction or policy given by the employer to enable it to comply with its duties under the Act.

#### AUTHORISED BY



Graham Lewis - Director

5 January 2024

NAME & SIGNATURE

DATE

**POLICY STATEMENT**

Bentley Workspaces recognises the importance of protecting human rights and is committed to protecting the rights of all people (including its employees, the communities in which the company operates, those who may be impacted by its activities, and those within its supply chains) by opposing all forms of slavery and forced labour in its operations and the operations of its suppliers.

We recognise that modern slavery can occur in many forms, and are committed to operating responsibly and establishing and adhering to the highest ethical standards by not tolerating any forms of slavery or human trafficking in our business operations and supply chains.

**AIMS AND OBJECTIVES**

The company supports the United Nations Sustainable Development Goals, and place a high priority on supporting the goal of decent work and economic growth while working towards the eradication of modern slavery, and we require our consultants, agents, contractors and suppliers to support the company in the achievement of the aims and objectives of this policy.

We are fully committed to ensuring that robust frameworks and processes are in place to minimise the risk of the many forms of modern slavery, including servitude, human trafficking, forced labour, (including forced marriages), debt bondage, child labour, and deceptive recruiting for labour or services.

**RESPONSIBILITIES**

Senior management is to provide oversight and work collaboratively with suppliers to ensure that the expectations and standards of the company are understood and that potential exposure to human rights risks is minimised.

Consultants, agents, contractors and suppliers are expected to support the company in the achievement of the aims and objectives of this policy, and to comply with the company's policies and standards on human rights, ethical business practices, safety and environment.

Staff and workers have a responsibility to ensure that goods and services supplied and provided to the company are sourced from suppliers and service providers who hold the same values and principles in relation to promotion of human rights and the eradication of modern slavery, and to raise any issues or suspicions of non-compliance with company management for determination.

**AUTHORISED BY**



Graham Lewis - Director

5 January 2024

NAME & SIGNATURE

DATE



**POLICY STATEMENT**

As part of our commitment to achieving the principles of responsible environmental management, sustainability and protection of the natural environment, we recognise our moral and legal responsibility to minimise our environmental footprint, and to ensure that our activities, products and services do not place the natural environment or the local community at risk of harm.

**AIMS AND OBJECTIVES**

We are committed to environmental sustainability and prevention of pollution. We will achieve this by working with our customers, suppliers and the community to adopt procedures that:

- take significant environmental aspects and impacts into account throughout our operations
- use energy and natural resources wisely and efficiently, eliminate and minimise waste, and re-use and recycle where practicable
- reduce polluting substances produced by our operations, activities, products or services
- minimise the impact of our operations on the neighbouring community
- increase the use of environmentally acceptable materials, equipment and technology in place of those which are considered harmful
- ensure that our suppliers follow acceptable environmental policies, and
- actively promote environmental awareness among workers, clients, customers and the general public.

**RESPONSIBILITIES**

We recognise that the overall responsibility for environmental sustainability rests with management, who will be accountable for the implementation of this policy. These responsibilities include:

- ensuring that all environmental policies and procedures are implemented;
- establishing measurable objectives and targets to ensure continued improvement aimed at the elimination of waste, pollution and environmental harm;
- encouraging consultation and co-operation between management, workers and stakeholders in matters which may affect or impact on the environment; and
- providing adequate resources to meet these environmental commitments.

Workers also have responsibilities, which include:

- following all environmental policies and procedures; and
- recognising and reporting hazards which may affect the health and well-being of the environment.

**AUTHORISED BY**

Graham Lewis - Director

5 January 2024

NAME & SIGNATURE

DATE

**POLICY STATEMENT**

It is the policy of Bentley Workspaces to operate our business in a manner that consistently meets or exceeds the quality standards set by our stakeholders. To achieve this, we are committed to continuous improvement of our operations in commercial fit-outs and commercial furniture in Tasmania Australia.

**AIMS AND OBJECTIVES**

To achieve this goal, we recognise that the quality of our products and services are determined by our customer's needs and expectations. Our objectives are to:

- identify the changing needs and expectations of our customers
- develop and maintain processes and procedures that ensure that these changes are accommodated
- achieve efficiency in our operations, attention to detail, and responsiveness to customer priorities
- provide quality products and services on time, and at the lowest cost, and
- provide an employment environment where continuous improvement is encouraged.

**RESPONSIBILITIES**

**We, as a company will:**

- train all workers and contractors to identify areas where improvement can be achieved
- remove wasteful and non-value-added steps and time in our processes where feasible
- strive to ensure that customer and stakeholder satisfaction is achieved at all times, and in all things, and
- support the adoption of appropriate quality systems and management principles in order that all stakeholders benefit from this commitment to quality.

**Workers are expected to:**

- assist and cooperate in ensuring that this policy is followed, and
- actively participate in the adherence of this company to the achievement of the goals and objectives of this policy.

**AUTHORISED BY**



Graham Lewis - Director

5 January 2024

NAME & SIGNATURE

DATE





create with purpose

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[www.bentleyworkspaces.com](http://www.bentleyworkspaces.com)

OUR LOCATIONS

**Bentley Studio**

L2 85 Collins St

Hobart TAS 7000

COMING SOON...

**Design Centre**

1 Letitia Grove

Bridgewater TAS 7030