

Service Agreement (Background Screening)



Date received

CLIENT DETAILS (please provide your details)

Title Firstname Surname

Organisation (if applicable) ABN #

Postal address

Suburb State Postcode

Telephone # (STD / number) Mobile #

Email

Preferred method of contact → Telephone Mobile Email Post

Your reference (if applicable)

SUBJECT DETAILS (please provide as many details as possible)

Title Firstnames Surname

Organisation (if applicable)

Current address

Suburb State Postcode

Home telephone # (STD / number) Mobile #

Employment details

Bus. telephone # (STD / number) Date of birth / / Age

Reason for background screening

Additional information / specific instructions

I have attached additional information/documentation relevant to the organisation or individual(s) who are the subject(s) of this investigation



OUR FEES

In accordance with our standard procedure, you will be provided with an invoice at the end of the matter which will be addressed to you. Should, at any stage, the engagement be terminated by either party we will bill you for any costs and fees incurred to date. It is further understood by you that in appointing us to conduct this service for you that neither the amount of our invoice, or payment of same, is contingent upon a result.

Our fees are estimated to be \$ (inclusive of GST)
+ administrative fees or direct outlays \$ (if applicable)
Total payment \$

We will require an upfront payment of \$

The remainder of our account will be payable upon conclusion of the service as detailed above.

ADVANCE GROUP HOLDINGS PTY LTD TRADING AS IDS GROUP PTY LTD TERMS AND CONDITIONS OF ENGAGEMENT

We accept this engagement on the basis that IDS Group Pty Ltd's terms and conditions of business as appearing in this service agreement document will apply to this engagement and will govern our relationship with you. Please read these Terms and Conditions carefully. There are various exclusions and limitations on our liability and obligations imposed on you. Through our contract with you we aim to clarify your and our obligations and responsibilities and we seek to protect IDS Group and its employees and contractors.

CLIENT ACKNOWLEDGEMENT

If you wish for us to proceed with the engagement on the basis imposed in this agreement and the attached Terms and Conditions of Business, please indicate your acceptance by completing, signing and returning this agreement. If you do not notify us of your acceptance in writing, but instruct us to proceed, then we will proceed on the basis that you have accepted the terms of this letter and our Terms and Conditions of Business. Please note that work will not commence until such time that you have provided us with your acceptance in writing or instructions to proceed.

Name

Date

Signature

Position
(if signing on behalf of an organisation)

PAYMENT DETAILS (please provide your name as reference when making a payment and also provide email notification to: accounts@idsgroup.com.au)

Cheque/Money order → Payable to: IDS Group Pty Ltd Initial payment \$

EFT/Direct deposit → Payable to: IDS Group Pty Ltd BSB #: 033-305 Bank: Westpac
Account #: 507321 Swift code: WPACAU2S (international)

Credit card → Visa
Mastercard
AMEX

*Please note that fees apply to credit card payments
– 1% for Mastercard/Visa and 3% for Amex*

Card number
Expiry date / Verification code (CCV)

Cardholder's name Cardholder's signature

Advance Group Holdings Pty Ltd trading as *IDS Group* Terms and Conditions of Business

1. Introduction

- 1.1 Advance Group Holdings Pty Ltd (“AGH”) has set out in this document our basic terms and conditions of business (“the Terms”) which which will apply to all work that AGH undertakes for you with respect to this Engagement. If there is any conflict between these Terms and our Engagement Letter/Appointment to Act (if any), then the Engagement Letter/Appointment to Act shall prevail.
- 1.2 For the purposes of This Agreement AGH includes its Directors, employees and any related entities.

2. Our Services

- 2.1 AGH will provide the services set out in the Service Agreement/Letter of Instructions/Appointment to Act (“the Services”) and will use all reasonable commercial efforts to provide the services in an efficient and timely manner, using the necessary and reasonable skill, care and expertise to an appropriate professional standard relevant to the industry..
- 2.2 AGH will ensure that the Services comply with the requirements of all laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or local government regulations applicable to or having jurisdiction over the Services.

3. Your Obligations

- 3.1 You agree to pay for the Services in accordance with this Agreement.
- 3.2 You will provide AGH promptly with all relevant information, including documents and particulars, relating to the Client’s requirements for the provision of the Services.
- 3.3 AGH will be entitled to rely on the accuracy of all information provided by you or by others on your behalf without independently verifying it except where the Services relate to the

verification of such information.

- 3.4 You shall retain responsibility for the use of, or reliance on, advice or recommendations supplied by us in the delivery of the Services.
- 3.5 You undertake that, if anything occurs after information is provided by you to AGH, to render such information untrue, unfair or misleading, you will promptly notify AGH, and if required by AGH, take all necessary steps to correct any announcement, communication or document issued which contains, refers to, or is based upon, such information.
- 3.6 You hereby confirm that the carrying out of the Services in accordance with your instructions will not result in any breach of any Court Order or law and you agree to indemnify AGH for any loss, damages, other consequences suffered as a result of any breach of any such Court Order or law.

4. Confidentiality

- 4.1 Both parties acknowledge that they may, in the course of the engagement be exposed to or acquire information that is proprietary or confidential to the other party. Both parties agreed to hold such information in the strictest of confidence and not to divulge such information except as may be required by law or judicial process, by any persons or bodies responsible for regulating that party’s business (including any regulatory or investigatory supervisory authorities in Australia or elsewhere), as required by a party’s internal policies or as the party reasonably determines is necessary to protect its own legitimate interests.

5. Benefit of Advice

- 5.1 Unless otherwise specifically stated in the Engagement Letter/Appointment to Act, any advice or opinion relating to the Services is provided solely for your or your client’s benefit and may not be disclosed in any way (unless authorised or required by law), including

publication on any electronic media, to any other party and is not to be relied upon by any other party.

- 5.2 AGH shall not be under any obligation in any circumstance to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.

6. Electronic Mail

- 6.1 If you ask to transmit any document to you electronically, you agree to release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by the transmission (including by any computer virus).

7. Fees, Expenses and Payment Terms

- 7.1 The fees quoted to you are based upon a number of factors including the complexity of the Services being performed under this Agreement, the skills, labour, specialised knowledge and responsibility involved in performing the Services and the time expended by AGH staff and contractors in performing the Services. The actual fee charged may vary from the quote provided, particularly where circumstances or contingencies arise which are outside the control of AGH. We will generally seek instructions to incur the extra fees, however there may be occasions where this is not possible and where this is applicable you agree to pay the extra fees incurred.
- 7.2 Out of pocket expenses incurred in connection with the Services will be charged to you.
- 7.3 The consideration payable for any supply made or to be made under this Agreement is exclusive of GST. If GST is payable on any supply made or to be made under this Agreement, you agree that the consideration payable for such supply shall be increased by an amount equal to the amount of GST payable by AGH in respect of that supply.
- 7.4 Accounts are to be paid within 14 days of the invoice date. If they are not paid by this date we may charge you an additional amount for the Services equal to interest on any outstanding balances at a rate equal to 2% over the 180 day bank bill rate.
- 7.5 If we are required (pursuant to any order,

subpoena, directive or other legal or regulatory process) to produce documents and/or answer enquiries, attend court or meetings to deal with similar requests, in relation to the Services for, or by, any judicial, regulatory, administrative or other body or entity (including without limitation any foreign regulator or similar), you shall reimburse us at the standard billing rates for our professional time and expenses, including reasonable legal fees, incurred in dealing with those matters.

8. Problem Resolution

- 8.1 If at any time you would like to discuss with us how the Services can be improved or if you have a complaint about them, you are invited to telephone our Compliance Officer or the relevant Manager. We will investigate any complaint in line with our Complaints Handling Procedure and do what we can to resolve the difficulties.
- 8.2 If the problem cannot be resolved, the parties agree to enter into mediation or some other alternative form of dispute resolution, before commencing legal proceedings.
- 8.3 In the event of a dispute, or where fees remain unpaid beyond the due date, we reserve the right to suspend provision of any other further Services until such time as the dispute is resolved or the fees are paid. Suspension of the Services will not affect your obligation to pay us for Services rendered to the date of Suspension.

9. Termination of Agreement

- 9.1 Each of us may terminate This Agreement immediately if:
- The other commits any material or persistent breach of its obligations under this Agreement (which, in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy); or
 - The other becomes insolvent; or
 - The Services are suspended under clause 8.3 for more than 10 normal working days.
- 9.2 Termination must be effected by written notice served on the other.
- 9.3 Termination under this Clause shall be without prejudice to any rights that may have accrued for either of us before termination and all sums

due to us shall become payable in full when termination takes effect.

10. Limitation of Liability

- 10.1 In this section, we set out, and you accept, the limitations which apply to our liability to you should you have reason to make a claim against us. The limitations and exclusions are accepted by both of us to be fair and reasonable, given the duties we are undertaking, the sums to which we are entitled and the availability (and cost) of insurance.
- 10.2 Nothing in these Terms and Conditions excludes, restricts or modifies the application of the provisions of any Statute (including the Trade Practices Act 1974) where to do so would contravene that Statute or cause any part of these Terms to be void.
- 10.3 These Terms and the Engagement Letter/Appointment to Act are the only communications governing our relationship. Subject to clause 10.4 AGH expressly excludes and will have no liability for any statements, representations, guarantees, conditions or warranties, including any which may be implied by statute or common law or custom or which arise from oral or written communications with you which are not expressly contained in This Agreement. If any representations are of importance to you, you should ensure that they are expressly set out in the Engagement Letter/Appointment to Act before signature.
- 10.4 If AGH is liable for a breach of any warranty implied by Section 74 of the Trade Practices Act 1974 in respect of Services not of a kind ordinarily acquired for personal, domestic or household use or consumption, AGH's liability under that section is limited to the supplying of the Services again or the payment of the cost of having services supplied again, whichever AGH, in its absolute discretion, elects.
- 10.5 To the extent permitted by law, you agree that to the extent that any loss or damage suffered by you is attributable to negligence, fault or lack of care on your part or on the part of any person for whom you are responsible AGH is not liable (in contract, tort or otherwise) for the loss or damage.

11. Indemnities

- 11.1 You agree to indemnify and hold harmless AGH against any and all losses, claims,

costs, expenses, actions, demands, damages, liabilities or any other proceedings, whatsoever incurred by AGH in respect of any claim by a third party arising from or connected to any breach by you of your obligations under this Agreement.

- 11.2 AGH shall not be liable for any losses, claims, expenses, actions, damages, liabilities or any other proceedings arising out of reliance on any information provided by you or any of your representatives which is false, misleading or incomplete. You agree to indemnify and hold harmless AGH from any such liabilities we may have to you or any third party as a result of such reliance by AGH on any information provided by you or any of your representatives which is false, misleading or incomplete.
- 11.3 In the event of any inconsistency between clauses 10 and 11, clause 11 shall prevail.

12. Privacy

- 12.1 AGH is committed to complying with the Privacy Act 1988 (Cth) and the National Privacy Principles when collecting, holding or disclosing personal and sensitive information.

13. Governing Law and Jurisdiction

- 13.1 This Agreement and all aspects of our engagement and our performance of the Services are governed by, and construed in accordance with, the laws applicable in the State of Queensland. Both you and we agree to irrevocably submit any disputes arising under this Agreement to the exclusive jurisdiction of the Courts of that State.

14. Variation

- 14.1 No variation of this Agreement will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of signature of the Services Agreement.

