

SPOTLESS STANDARD TERMS OF PROCUREMENT

Effective 11 March 2021

These Standard Terms apply to the supply of Goods and/or Services by the Supplier to Spotless and form part of all Purchase Orders issued by or on behalf of Spotless to the Supplier for Goods and/or Services unless specifically excluded or varied by Spotless in writing.

1 Definitions

1.1 Definitions

In this Agreement:

Agreement means the terms and conditions set out in these Standard Terms and in the Purchase Order, or otherwise agreed by the parties in writing.

Business Day means a day on which banks are open for business in Melbourne, Australian excluding a Saturday, Sunday or public holiday.

Confidential Information means whether or not in material form, all information relating to the business dealings, contracts, customers, computer operations and marketing, sales and business plans and financial data of Spotless and any Related Body Corporate of Spotless.

Defective Goods means Goods that are not in conformity with this Agreement, are defective in design, performance, workmanship, make up or are the subject of a product recall.

Equipment means the equipment supplied by the Supplier for the purpose of performing the Services.

Fair Work Act means the *Fair Work Act 2009* (Cth).

Fees means the price payable for the Goods and Services as specified in the Purchase Order.

Goods means the goods to be provided by the Supplier to Spotless as set out in the Purchase Order.

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

Insolvency Event means:

(a) a receiver, receiver and manager, trustee, administrator or similar official is appointed, or steps taken for such appointment, over any of the assets or undertaking of the Supplier;

(b) the Supplier suspends payment of its debts generally;

(c) the Supplier is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act 2001 (Cth);

(d) the Supplier enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;

(e) the Supplier ceases or threatens to cease to carry on business;

(f) steps are taken by anyone entitled to do so to appoint an administrator to the Supplier; or

(g) an application or order is made for the winding-up or dissolution of the Supplier or a resolution is passed or any steps are taken to pass a resolution for the winding-up or dissolution of the Supplier otherwise than for the purpose of an amalgamation or reconstruction.

Intellectual Property Rights means:

(a) patents, trademarks, service marks, rights in designs, trade names and copyrights (including future copyright), in each case whether registered or not, and any applications for registration of any of them;

(b) rights under licences and consents in relation to any of them; and

(c) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

KPI means the key performance indicators in the Purchase Order.

Law means any written rule or collection of rules prescribed by the Commonwealth, a State, Territory or local government or a Government agency, including, but not limited to:

- (a) any statute, regulation, order to rule;
- (b) any local government ordinance or by-law;
- (c) any Governmental agency's rule, regulation or determination; or
- (d) any form of custom or policy recognised and enforced by judicial decision.

Purchase Order means any purchase order (whether in electronic or written form) issued by or on behalf of Spotless to the Supplier for the supply of Goods and/or Services by the Supplier and each schedule and document accompanying the Purchase Order.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).

Reports means the reports to be provided by the Supplier to Spotless in accordance with clause 4.5 of these Standard Terms.

Services means the services or works to be performed by the Supplier, as set out in the Purchase Order and any services necessarily incidental to them.

Site means Spotless' required Goods or Services delivery point as specified in the Purchase Order.

Site Procedures means the site procedures of Spotless as amended from time to time, including the safety health and environment policy and any Site specific policies and procedures.

Spotless means Spotless Facility Services Pty Ltd ABN 83 072 293 880 or one of its Related Bodies Corporate.

Standard Terms means the terms and conditions set out in this document, as amended from time to time.

Supplier means the person named on the Purchase Order as the supplier for the Goods and/or Services to Spotless.

Supplier's Personnel means the agents, employees or contractors of the Supplier.

Supplier Details Form means Spotless' standard supplier details form as completed by the Supplier in connection with Spotless' first order for the purchase of goods and/or services from the Supplier.

Term means the period for supplying the Goods and/or Services specified in the Purchase Order, or where this is not specified, commences from the date of the Purchase Order and continues until the supply of Goods and/or Services is completed, unless terminated earlier under these Standard Terms.

Working Hours means the normal working hours at the relevant Site delivery point.

1.2 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.

1.3 Inconsistency

If there is any inconsistency between these Standard Terms and the Purchase Order the conditions in the Purchase Order will prevail to the extent of the inconsistency.

2 Authority and acceptance

(a) Spotless will not be bound by any Purchase Order unless it is issued by or on behalf of Spotless.

(b) The Supplier must give Spotless written notice of acceptance of the Purchase Order within 7 days. If the Supplier does not provide notice to Spotless, the supply of the Goods and/or Services by the Supplier will constitute acceptance by the Supplier of the Purchase Order.

(c) Spotless will have no liability to pay for any Goods and/or Services not set out in an issued Purchase Order.

3 Appointment and Term

Spotless may (but has no obligation to) engage the Supplier to supply the Goods and/or Services for the Term, unless terminated earlier, in accordance with the terms and conditions contained in this Agreement.

4 Supply of Goods and/or Services

4.1 Supply of the Goods and Services

The Supplier must ensure that:

- (a) all Goods meet the description, specifications and quality standards set out in the applicable Purchase Order, are new, of merchantable quality, made of good materials and workmanship, and free from defects;
- (b) all Goods are fit for the purpose for which goods of the same kind are commonly supplied and any purpose which Spotless makes known to the Supplier, and are accompanied by any necessary instructions, technical documents, operating and service manuals and applicable warranties;
- (c) it performs the Services in a timely manner with all necessary skill, care and diligence to the reasonable satisfaction of Spotless;
- (d) it performs its obligations in accordance with:
 - (1) this Agreement and all reasonable directions of Spotless;
 - (2) all applicable laws, rules, regulations and industry and safety standards;
 - (3) all policies and procedures of Spotless from time to time, including but not limited to the safety health and environment policy and any Site specific policies and procedures; and
 - (4) to the minimum standard required by each KPI;
- (e) all necessary permits and approvals are obtained to undertake all duties and obligations under this Agreement;
- (f) it takes all necessary steps to ensure that it is fully informed of and complies with the Site Procedures; and
- (g) it provides all necessary equipment, materials and labour that may be required to supply the Goods and/or Services.

4.2 Additional Requirements for the supply of Goods

- (a) Goods must be packed and marked in accordance with Spotless' instructions and any statutory requirements. All Goods must be clearly labelled with printed, legible labels. All Goods must be accompanied by packing slips describing the Goods.
- (b) The Supplier must deliver the Goods in the quantity, at the time and to the Site delivery point specified by Spotless in the Purchase Order or in accordance with any instructions notified by Spotless. The Supplier must ensure that the Goods are protected against all damage and deterioration during transportation.
- (c) Subject to clause 4.7 of these Standard Terms, title to and risk in the Goods passes to Spotless when Spotless has taken delivery of the Goods at the Site delivery point.

4.3 The Supplier's Personnel

- (a) The Supplier must ensure that the Supplier's Personnel engaged in the supply of the Goods and/or Services:
 - (1) have undertaken Spotless' safety induction programme before performing the Services;
 - (2) are competent and professional with qualifications and experience appropriate to ensure full and proper performance of the supply of the Goods and/or Services in accordance with this Agreement;
 - (3) comply with the provisions of all applicable statutes, rules, regulations and industry and safety standards;
 - (4) perform their duties with care, skill and diligence;
 - (5) maintain good housekeeping and ensure that the Site is kept tidy, clean and clear; and
 - (6) carry proper identification when on the Site.
- (b) If Spotless gives notice to the Supplier that a member of the Supplier's Personnel is unacceptable to Spotless in its sole discretion, the Supplier must take immediate steps to remove the person and provide an alternative person acceptable to Spotless.
- (c) The Supplier must comply with all of its obligations under the Fair Work Act 2009 (Cth), all other workplace laws and Spotless' workplace policies and procedures from time to time.

4.4 Supplier's Equipment

- (a) The Supplier must take all reasonable steps to ensure that the Supplier's Personnel operate all Equipment according to the manufacturer's specifications and in compliance with any relevant laws.

(b) The Supplier must ensure that all Equipment:

- (1) is properly manufactured, of merchantable quality and fit for the purpose for which it is intended;
- (2) is of such safety as Spotless is entitled by law to expect;
- (3) complies with all relevant laws and Australian industry and safety standards; and
- (4) is inspected and tested to ascertain it is safe and fit for purpose before use at the Site and appropriate records are kept of the inspection and testing.

(c) The Supplier must ensure that all vehicles and Equipment used or supplied by the Supplier in connection with the supply of Goods and/or Services are maintained in a safe and serviceable condition and are serviced in accordance with the manufacturer's specifications.

4.5 Reporting

(a) The Supplier must keep accurate records relating to the provision of the Goods and/or Services and its performance of its obligations under this Agreement.

(b) The Supplier must make the records specified in clause (a) above available for inspection by Spotless upon the reasonable request of Spotless.

(c) The Supplier must provide Spotless with any reports concerning the provision of the Goods and/or Services specified in the Purchase Order or which are reasonably requested by Spotless from time to time.

(d) If:

- (1) an accident occurs at the Site involving the Supplier or the Supplier's Personnel;
- (2) an environmental incident occurs at the Site; or
- (3) an occupational disease is suffered by the Supplier or the Supplier's Personnel; then the Supplier must:
- (4) immediately notify the Site manager and Spotless;
- (5) properly investigate the incident and, if required by Spotless, co-operate in any investigation of the incident; and
- (6) promptly provide a detailed report to the Site manager and Spotless in respect of the incident.

4.6 KPIs

(a) If Spotless, acting reasonably, determines that the Supplier has failed to achieve any or all of the KPIs to the satisfaction of Spotless, Spotless may:

- (1) serve a notice requiring the Supplier to remedy its non-compliance with the KPIs within 14 days of the date of the notice; and
- (2) conduct another review of the Supplier's performance under this Agreement against the KPIs in a manner it determines, at the cost to the Supplier.

(b) If during the Term of this Agreement, Spotless issues two notices to the Supplier under clause (a) above and the Supplier fails to meet the same or another KPI, Spotless may, in its absolute discretion:

- (1) immediately terminate the provision of all or part of the supply of Goods and/or Services in relation to which the KPIs have not been met; or
- (2) terminate this Agreement by giving 14 days notice to the Supplier.

4.7 Inspection and acceptance of Goods

(a) Spotless will not be deemed to have accepted the Goods until it has had a reasonable time to inspect the Goods.

(b) If, on inspection, Spotless finds that any Goods are Defective Goods, Spotless may reject the Defective Goods by returning them to the Supplier at the Supplier's cost.

(c) At Spotless' option and request, the Supplier must:

- (1) refund to Spotless any payments made by Spotless in respect of any Defective Goods that Spotless rejects; or
- (2) replace free of charge any Defective Goods that Spotless rejects.

5 Site Procedures and obligations

5.1 Access to the Site

(a) Spotless only has an obligation to make the Site available to the Supplier sufficient for the Supplier to carry out its obligations under this Agreement during the Working Hours.

(b) The Supplier may only gain access to and enter and remain upon the Site as specified in this Agreement.

(c) The Supplier enters the Site at its own risk.

(d) The Supplier and the Supplier's Personnel must register at the Site reception or the Site gatehouse each time they enter the Site.

(e) Spotless may at any time inspect the contents of any vehicles of the Supplier or the Supplier's Personnel that enter the Site.

(f) The Supplier must not, in providing the Services, disrupt any activities on the Site.

5.2 Environmental obligations

(a) The Supplier must, where relevant:

(1) comply with all laws, rules, regulations and industry standards, this Agreement, and Spotless' policy and directions for the protection of the environment;

(2) supply the Goods and/or Services in a manner so as to avoid unlawful pollution of the Site and its surroundings.

(b) The Supplier is responsible for, and must make good, any damage to the environment caused by the supply of the Goods and/or Services (including any unlawful pollution of the Site or its surroundings).

5.3 Safety

The Supplier must at all times:

(a) provide safe working conditions for all persons supplying the Goods or carrying out the Services for or on behalf of the Supplier; and

(b) where applicable:

(1) obtain clearance certificates from Spotless before commencing work at the Site;

(2) comply with Spotless' drug and alcohol policy; and

(3) comply with Spotless' Site Procedures and the directions of Spotless' representatives about health and safety matters.

5.4 Hazardous materials

If dealing with hazardous materials or hazardous works at the Site, the Supplier must ensure that:

(a) it obtains prior approval from the Site manager before engaging in work of a hazardous nature or dealing with hazardous materials;

(b) only those persons who have received adequate training and instruction in conducting the hazardous work or dealing with hazardous materials perform the relevant work; and

(c) it makes and retains all appropriate records in connection with hazard identification and hazard controls undertaken by the Supplier in relation to the hazardous work or hazardous material.

6 Invoicing and payment

6.1 Payment

(a) Spotless must pay the Supplier the Fees in consideration for the supply of the Goods and/or Services to Spotless by the Supplier subject to the satisfactory performance of the Supplier's obligations in this Agreement and acceptance of the Goods and/or Services by Spotless. Consideration for the supply of the Goods and/or Services to Spotless by the Supplier subject to the satisfactory performance of the Supplier's obligations in this Agreement and acceptance of the Goods and/or Services by Spotless. Spotless shall pay all valid and accurate Supplier invoices on which is stated a valid Spotless purchase order number, 60 days from the date of supplier invoice (**Due date**) on the next available payment run following the Due Date. Standard payment runs are conducted on a weekly basis on a set day, which is subject to change from time to time. Where this day is a gazetted public holiday in Victoria this payment run will be made on the next business day.

(b) The Fees are deemed to include provision for all costs, taxes and duties (other than GST) and expenses incurred by the Supplier in complying with all its obligations under this Agreement.

(c) The Fees are fixed for the Term.

6.2 Invoicing

The Supplier must issue an electronic or hardcopy invoice to Spotless to the designated Spotless site address and recipient as set out in the relevant Spotless purchase order or as notified by Spotless from time to time. Invoices must be correctly rendered and a valid tax invoice. All invoices must quote a valid Spotless purchase order number or they will not be paid.

7 GST

(a) A reference in this clause to a term defined or used in A New Tax System (Goods and Services Tax) Act 1999 (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

(b) Any amount referred to in this Agreement which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.

(c) If GST is imposed on a supply made under or in connection with this Agreement, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.

(d) The supplier must issue a tax invoice to the recipient of the supply at the time of payment of the GST inclusive consideration or at another time agreed by the parties.

(e) If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

8 Sub-contracting

(a) The Supplier may not sub-contract any part of the supply of Goods and/or Services without Spotless' consent, which consent may not be unreasonably withheld.

(b) Any consent from Spotless to sub-contract any part of the supply of Goods and/or Services does not relieve the Supplier from any of its liabilities or obligations under this Agreement.

(c) If it subcontracts any part of the supply of Goods and/or Services, the Supplier will ensure that any subcontractors (including any second and third level subcontractors) and their employees comply with all applicable Laws, including but not limited to Laws relating to conditions of employment (including the Fair Work Act and any applicable industrial instruments under the Fair Work Act), visas, and workplace health and safety.

(c) The Supplier is liable to Spotless for any act or omission, default or negligence of any sub-contractor or any employee or agent of the sub-contractor as if it were the act, omission, default or negligence of the Supplier.

9 Confidentiality

(a) The Supplier must not, and must ensure that its employees, agents and sub-contractors do not, without the prior written approval of Spotless, either during the provision of the Goods and/or Services or after the expiry or earlier termination of this Agreement, disclose or give to any person any Confidential Information.

(b) This clause does not apply to Confidential Information that the Supplier proves:

- (1) is in the public domain other than as a result of a breach of this clause;
- (2) was at the time of disclosure already in the lawful possession of the Supplier; or
- (3) is required to be disclosed by any applicable law or the listing rules of any applicable stock exchange.

(c) At the expiry or earlier termination of the Term, the Supplier must deliver up to Spotless all material comprising, including or otherwise relating to the Confidential Information.

10 Intellectual property

(a) The ownership of the Intellectual Property Rights which exists before the commencement of the supply of any Goods and/or Services will not be altered, transferred or assigned merely by virtue of using that item for the purposes of this Agreement, unless expressly agreed to the contrary.

(b) The Supplier assigns to Spotless all Intellectual Property Rights produced or developed by the Supplier in relation to or as a result of the provision of the Good and/or Services, effective immediately on the creation of any such Intellectual Property Rights.

(c) The Supplier must do all things necessary to obtain all Intellectual Property Rights referred to in clause (b) above including, where necessary, obtaining an assignment of rights from any Supplier Personnel.

(d) The Supplier warrants that: (1) it has or will have all rights necessary to make the assignment referred to in clause (c) above; and (2) the items, documents and material produced in the course of providing the Services will not infringe the Intellectual Property Rights of any person.

(e) The Supplier must not use any trademarks of Spotless or its Related Bodies Corporate for any purpose without the prior written consent of Spotless and subject to any conditions Spotless may impose.

(f) The Supplier agrees that in the course of providing the Services, it will not do any act or thing which may infringe any Intellectual Property Rights of Spotless or any third party.

11 Insurance

11.1 Supplier's insurances

(a) The Supplier must, before commencing supply of the Goods and/or Services, effect and maintain any necessary insurances in relation to the Goods and/or Services (to a minimum coverage as specified in the Supplier Details Form or if no amounts are specified in the Supplier Details Order, in the amounts set out in this clause, including, but not limited to:

- (1) workers' compensation insurance as required by law;
- (2) public (and product) liability insurance to a minimum cover of \$10 million per claim;
- (3) professional indemnity insurance (if required), to a minimum cover of \$10 million per claim and to be maintained for a period of 6 years from the cessation of the supply of the Goods and/or Services;
- (4) motor vehicle third party property insurance to a minimum cover of \$10 million per claim for all types of motor vehicles and equipment owned or controlled by the Supplier; and
- (5) any other insurances required by law or regarded as sound commercial practice.

(b) The Supplier must provide evidence of the currency of insurance to Spotless or its agent upon the request of Spotless or Spotless' agent.

(c) The Supplier must ensure that any sub-contractor engaged by the Supplier in relation to the Goods and/or Services effects and maintains the insurances in clause (a) above.

(d) The Supplier must not do anything which may provide grounds for an insurer to refuse payment of a claim made under any policy of insurance, or which may prejudice the interests of Spotless under any policy of insurance.

11.2 Consequences of failure to insure

If the Supplier fails to:

- (a) effect or maintain any of the insurances required by Spotless as specified in this clause, or
- (b) have any sub-contractor effect or maintain any insurances, then Spotless may, at the Supplier's cost:
 - (1) effect and maintain that insurance
 - (2) pay the necessary premiums; and
 - (3) recover from the Supplier the amount paid under this clause, until the Supplier has complied with its obligations under this clause.

12 Indemnity

Without limiting Spotless' other rights and remedies, the Supplier indemnifies and will indemnify Spotless, its directors, officers, employees, agents and contractors and Related Bodies Corporate and any directors, officers and employees of any of them from any loss, damage, expense (including lawyer's fees and expenses on an indemnity basis) claim, demand or liability made or incurred as a result of or in connection with:

- (1) the negligent act or omission by the Supplier;
- (2) personal injury, death or property loss or damage suffered by any person arising out of or in connection with the Goods, Services or Equipment provided by the Supplier;
- (3) the breach by the Supplier of any term of this Agreement;
- (4) any infringement or alleged infringement of Intellectual Property Rights arising out of Spotless' use of the Goods, Services or Equipment.

13 Default and termination

13.1 Remedy notice

(a) If Spotless considers that the Supplier is in breach of this Agreement, Spotless may give the Supplier a written notice specifying a reasonable time by which the Supplier must rectify the breach, to the extent that the breach is capable of rectification.

(b) If Spotless gives the Supplier a written notice referred to in clause (a) above, the Supplier must comply with the written notice.

13.2 Termination following default

Spotless may terminate this Agreement with immediate effect by giving the Supplier written notice if the Supplier has not complied with a written notice given under this clause within the time period specified in that notice or if the breach is, in the reasonable opinion of Spotless, incapable of being remedied, or if the Supplier is in breach of clause 16.12, or if a Suspected Slavery occurs.

13.3 Termination for insolvency

If the Supplier experiences an Insolvency Event, Spotless may terminate this Agreement with immediate effect by giving written notice to the Supplier.

13.4 Termination for convenience

Spotless may terminate this Agreement (in whole or in part) or reduce the scope of the Agreement for its convenience by giving the Supplier notice in writing at any time and may either itself or by a third party carry out the affected Goods and/or Services.

13.5 Consequences of termination

(a) With the exception of payment for Goods accepted and/or Services performed in accordance with the conditions of this Agreement before the effective date of termination, the Supplier will not be entitled to any compensation or to make any claim against Spotless arising from a termination of this Agreement.

(b) The termination of the Supplier's engagement under this Agreement does not affect any other rights or remedies Spotless may have.

(c) Clauses 9 (Confidentiality), 12 (Indemnity), and this sub-clause 13.5 and any other obligation which is expressed to, or by its nature, survive expiry or termination of this Agreement, will survive expiry or termination of this Agreement and are enforceable at any time at law or in equity.

14 Not used (reserved)

15 Notices

(a) Any notice, approval, consent or other communication in relation to this Agreement must be in writing or sent by pre-paid post or facsimile as follows:

- (1) if to Spotless, at the address or facsimile address specified on the Purchase Order, with a copy to: 549 St Kilda Rd, Melbourne, Victoria 3004 Australia, Attention: Company Secretary
- (2) if to the Supplier, at the address set out in the Purchase Order, or as otherwise specified by a party by notice.

(b) A notice is regarded as given by the sender and received by the addressee:

- (1) if delivered in person, when delivered to the addressee;
- (2) if posted, 3 Business Days from and including the date of posting to the addressee; and
- (3) if sent by facsimile, when transmitted to the addressee, but if delivery or receipt is on a day which is not a Business Day or is after 5.00pm at the place of delivery or receipt, it is regarded as given at 9.00am on the next Business Day.

(c) A facsimile is regarded as legible unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under clause (b) above and informs the sender that it is not legible.

(d) A party may change its address or facsimile number for notices by giving notice to the other party.

(e) A notice that is posted is valid even if the addressee does not receive it or it is returned unclaimed to the sender.

16 General

16.1 Set off

Spotless may deduct from any amounts due to the Supplier any amounts due from the Supplier to Spotless.

16.2 Waiver

(a) Waiver of any right arising from a breach of this Agreement must be in writing and executed by the party granting the waiver.

(b) A failure to exercise or delay in exercising, or a partial exercise of a right arising from a breach of this Agreement does not result in a waiver of that right.

16.3 Privacy

The Supplier represents and warrants that: (a) any personal information that the Supplier discloses to Spotless under this Agreement has been collected, handled and disclosed in accordance with the Privacy Act 1988 (Cth) (Privacy Act);

(b) the individual to whom the information relates has been made aware of Spotless' identity, its contact details and of the other matters of which Spotless is required to inform a person about whom it collects, handles and uses information under the Privacy Act; and

(c) Spotless is authorised to collect the information from the Supplier and handle and use the information for the purposes of this Agreement.

16.4 Assignment

(a) Spotless may at any time assign or novate or otherwise transfer all or any part of its rights or liabilities under this Agreement.

(b) The Supplier must not assign its rights under this Agreement without the prior written consent of Spotless which must not be unreasonably withheld.

16.5 Governing law and jurisdiction

The governing law of this Agreement is the law of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that state.

16.6 Variation

A variation of any term of this Agreement must be in writing and signed by the parties.

16.7 Further action

Each party must do all things and execute all further documents necessary to give full effect to this Agreement.

16.8 Benefits held on trust

Spotless holds the benefit of each indemnity, promise and obligation in the Agreement expressed to be for the benefit of:

(a) a director, officer or employee of Spotless;

(b) a Related Body Corporate of Spotless; or

(c) the director, officer or employee of a Related Body Corporate of Spotless, on trust for that party.

16.9 Severance

Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

16.10 Entire agreement

This Agreement constitutes the entire agreement between the parties for the Goods and Services.

16.11 Relationship between parties

(a) Spotless and the Supplier are independent contracting parties and nothing in this Agreement will make either party an agent or legal representative of the other for any purpose whatsoever. Nor does the Agreement grant either party any authority to assume or to create an obligation on behalf or in the name of the other party.

(b) Spotless is not responsible to the Supplier or any Supplier's Personnel for any payments in respect of, any employment related expenses including wages, annual leave, sick leave, long service leave, superannuation, workers' compensation, accidents, sickness or life insurance.

(c) The Supplier indemnifies Spotless from and against all losses sustained by Spotless arising from any claims made by Suppliers' Personnel relating to the employment of the Suppliers' Personnel other than to the extent to which the losses are caused or contributed to by Spotless, including without limitation workers' compensation claims.

16.12 Modern Slavery

(a) In this clause, 'Secondary Subcontractor' means any of the Supplier's consultants, contractors, suppliers, service providers and any other person engaged by or on behalf of the Supplier in connection with this Agreement.

(b) The Supplier must take (and must ensure that each of its Secondary Subcontractors take) all reasonable steps to ensure that no modern slavery, human trafficking, servitude, forced labour, bonded labour, child labour, slavery or forced marriage or deceptive recruiting for labour or services (**Modern Slavery**) is present in the Supplier's, or its Secondary Subcontractors', supply chains, or in any part of their businesses.

(c) The Supplier warrants that neither it nor any of its officers, employees or Secondary Subcontractors has been convicted of, or has been or is, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any form of Modern Slavery.

(d) The Supplier must implement a system (to a standard that is consistent with good industry practices) to assess, monitor, evaluate and remediate the risks of Modern Slavery in its, and its Secondary Subcontractors', supply chains and in any part of their businesses

(e) The Supplier must promptly notify Spotless as soon as it becomes aware of any actual or suspected Modern Slavery in its or any of its Secondary Subcontractors' supply chain which is connected to this Agreement (**Suspected Slavery**).

(f) The Supplier must maintain records evidencing its compliance with this clause, and on request from Spotless (from time to time), provide all assistance and information reasonably necessary for Spotless to prepare a modern slavery statement and otherwise comply with its obligations at law, including giving Spotless access to the Supplier's records.

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