Terms of Business

Consulting and project services — New Zealand and Australia

Nova Consulting Limited (New Zealand) · Nova Consulting Specialists Pty Ltd (Australia) · Version 2.0 · Effective 17 November 2026

How these Terms are organised

Part	What it covers
Part A General terms	Every engagement with either Nova Consulting company.
Part B Our services	How we scope, price, deliver and change our consulting, assessment, analysis, project and build services.
Part C Country-specific terms	The New Zealand or Australian terms, depending on which Nova company is named in your Order.
Schedule 1 Working at your premises	Health, safety and infection control when our people work on your site.

In short: your Order (proposal, engagement letter or statement of work) describes what we will do and what it costs. These Terms sit behind every Order. If we sign a separate contract with you, that contract applies first. Software and platforms provided by Nova IT are covered by the Nova IT Software and Subscription Terms.

Part A — General terms

1. About these Terms

1.1 These Terms of Business (**Terms**) apply to all services that the Nova company named in your Order provides to you. They replace all earlier versions of our Terms and Conditions for Supply of Services for any Order made on or after 17 November 2026.

1.2 Your contract with us (**Agreement**) is made up of any Separate Contract, the Order, the Rate Schedule (if any) and these Terms.

1.3 **Separate Contracts.** We sometimes agree tailored terms with a client, for example a master services agreement, consultancy agreement, or a client's own contract signed by us (**Separate Contract**). Where a Separate Contract has been signed by both parties:

(a) it prevails over these Terms and the Order to the extent of any inconsistency; and

(b) these Terms continue to apply to any matter the Separate Contract does not deal with, unless the Separate Contract expressly excludes them.

1.4 Otherwise, if there is an inconsistency, the documents apply in this order: the Order; Part C; Part B and Schedule 1; and then Part A. The Rate Schedule prevails on fees and charges only.

1.5 The Agreement starts when you first do any of the following: sign or electronically accept an Order; confirm in writing (including by email) that you want us to proceed; or ask us to start, or accept, services after we have given you the Order or these Terms.

1.6 **Purchase orders and supplier portals.** Terms printed on or attached to your purchase orders, or contained in supplier portals or registration forms, do not apply just because we receive, acknowledge or process a purchase order, register on a portal, or quote a purchase order number on our invoices. Your terms will only apply if we sign a document that expressly agrees to them, in which case that document is a Separate Contract.

1.7 If your services include access to software or platforms provided by Nova Information Technology Specialists Limited (trading as Nova IT Solutions) (**Nova IT**), the Nova IT Software and Subscription Terms published at www.novait.co.nz govern your use of that software. These Terms govern any related consulting, implementation or training services.

1.8 The current version of these Terms is published at www.novait.co.nz and on our websites, www.novaconsulting.co.nz and www.novaconsulting.com.au. Earlier versions are available on request.

2. Definitions and interpretation

2.1 In these Terms:

(a) **we**, **us** and **our** mean the Nova company named in your Order, being Nova Consulting Limited (New Zealand) or Nova Consulting Specialists Pty Ltd (Australia), as described in Part C;

(b) **you** and **your** mean the client named in the Order;

(c) **Business Day** means a day other than a Saturday, Sunday or public holiday in the place listed in Part C for our contracting company;

(d) **Confidential Information** means information of a party that is marked confidential or that a reasonable person would understand to be confidential, including personal information, pricing and business information;

(e) **Deliverables** means reports, analyses, registers, models, documents, configurations and other materials we create specifically for you under an Order;

(f) **Fees** means the fees and charges set out in the Order or Rate Schedule, together with expenses payable under clause 5;

(g) **Insolvency Event** means a party becomes insolvent, enters administration, liquidation or receivership, makes an arrangement with its creditors, or ceases or threatens to cease carrying on business;

(h) **Nova Materials** means our methodologies, tools, templates, software, models, know-how, training materials and other materials that exist before an Order or that we develop independently of it;

(i) **Nova Personnel** means our employees and contractors who provide the Services;

(j) **Order** means a proposal, quote, engagement letter, statement of work or similar document that we issue and you accept, describing the Services;

(k) **Rate Schedule** means our schedule of rates and charges provided to you, as updated under clause 5.3;

(l) **Separate Contract** has the meaning in clause 1.3;

(m) **Services** means the services described in an Order; and

(n) **Site** means any premises where Nova Personnel work at your request, including premises of your own clients.

2.2 Amounts are exclusive of GST unless stated otherwise, and are in the currency set out in Part C. “Including” means including without limitation. “Written” and “in writing” include email.

3. Our services

3.1 We will provide the Services described in the Order:

(a) with due care, skill and diligence;

(b) using Nova Personnel who are appropriately qualified and experienced for the work;

(c) in compliance with applicable laws; and

(d) in line with your reasonable site, privacy and IT security policies that you have given us in advance.

3.2 Nova Personnel are subject to pre-employment checks, including reference checks and a police check. If your Site or the work requires additional checks (such as a Working with Children Check or vaccination evidence), please tell us before the Services start and we will arrange them or agree an alternative.

3.3 We train Nova Personnel regularly, including on information security, privacy and safe working practices.

3.4 We will keep you informed of progress and tell you promptly if we become aware of anything likely to materially affect delivery, including any change to key Nova Personnel.

3.5 Dates and timeframes in an Order are estimates unless the Order states they are fixed. We will use reasonable endeavours to meet them.

3.6 We may use subcontractors and related companies (including Nova IT) to provide the Services. We remain responsible for their work.

4. Your responsibilities

4.1 You must:

(a) pay the Fees by the due date;

(b) give us complete and accurate information and data in good time, and tell us promptly of any changes;

(c) give us reasonable access to your people, premises, systems and data, and make decisions and approvals in a timely way;

(d) where Nova Personnel work at a Site, provide a safe working environment and comply with Schedule 1;

(e) make sure you have the right to give us any information, data and materials you provide, and that our use of them for the Services will not infringe anyone's rights or breach any law; and

(f) comply with all laws that apply to you in connection with the Services.

4.2 We are not responsible for any delay or failure to the extent it is caused by you, your personnel or your other contractors. In that case we may adjust timeframes and, where we incur additional cost, the Fees, after telling you in writing.

4.3 If we give you passwords, security codes or access credentials, you must keep them secure and tell us promptly if you think they have been compromised.

4.4 Nova Personnel may stop work at a Site that they reasonably consider unsafe until the risk is addressed.

5. Fees, expenses and payment

5.1 You must pay the Fees set out in the Order and Rate Schedule, plus GST. Clause 23 explains how fixed fees, estimates and time-based charges work.

5.2 Unless the Order states a fixed fee, Fees quoted are estimates based on the scope and assumptions in the Order (see clause 22 for changes).

5.3 **Rate reviews.** We review our rates once a year, with any change taking effect on or after 1 April. We will give you at least 30 days' written notice of any increase. An increase does not apply to fixed-fee Orders already accepted. If you do not accept an increase, you may end the affected Order by written notice before the increase takes effect, without any cancellation charge.

5.4 **Expenses.** You will reimburse reasonable expenses that are set out in the Order or that you approve in advance, such as travel, accommodation, meals and parking. Where you ask us to book travel or accommodation for you, we will charge it at cost plus a 10% administration fee, unless the Order states otherwise.

5.5 **Travel time.** Where Nova Personnel need to travel more than 20 km from their usual base to your Site, travel time is charged at the travel rate in the Rate Schedule, unless the Order states otherwise.

5.6 **Invoices.** We invoice as set out in the Order or, if not stated, monthly in arrears. Unless the Order or invoice states otherwise, each invoice is due for payment by the 20th of the month following the month of the invoice date.

5.7 **Disputed invoices.** If you believe an invoice contains an error, tell us in writing before the due date, with reasons. You must pay any undisputed amount by the due date. We will investigate and respond within 10 Business Days and issue a credit note or refund for any confirmed error. If you do not raise a query before the due date, the invoice must be paid in full, but we will still correct any genuine error you later identify.

5.8 **Late payment.** If an undisputed amount is not paid by the due date, then in addition to our other rights:

(a) **interest:** you must pay interest on the overdue amount at 1.5% per month, calculated daily as simple interest from the due date until the date we receive payment in full;

(b) **credit control fee:** we may charge a credit control fee of $100 per overdue invoice for each month or part month that the invoice remains overdue, starting 14 days after the due date, up to a maximum of six charges per invoice. This fee reflects the internal time and cost of following up overdue accounts;

(c) **recovery costs:** you must pay all reasonable costs we incur in recovering the overdue amount from you, including collection agency fees and commission, legal costs on a solicitor and client basis, and court and filing fees;

(d) **suspension:** we may suspend the Services under clause 15; and

(e) **application of payments:** payments we receive will be applied first to recovery costs and fees, then to interest, and then to the oldest outstanding invoice.

5.9 A part payment does not settle an invoice in full unless we agree in writing.

5.10 **Credit checks.** You agree that we may check your creditworthiness, including by obtaining commercial credit information from credit reporting bodies and trade referees. If you are an individual, sole trader or partnership, or if we ask for a personal guarantee, we will obtain any separate consent required by privacy law before obtaining credit information about an individual.

6. Confidentiality

6.1 Each party must keep the other party's Confidential Information confidential and use it only for the purposes of the Agreement. A party may disclose it:

(a) to its employees, officers, contractors, professional advisers, insurers and related companies who need to know it and are bound by confidentiality obligations;

(b) where required by law or the rules of a stock exchange (with prior notice to the other party where lawful and practicable); or

(c) with the other party's written consent.

6.2 This clause does not apply to information that is or becomes public (other than through a breach of this clause), was already lawfully known to the recipient, is independently developed, or is lawfully received from a third party without restriction.

6.3 On request at the end of the Agreement, each party will return or destroy the other's Confidential Information, except copies it must keep by law or professional standard or that are held in routine back-ups, which remain confidential.

6.4 This clause continues for five years after the Agreement ends and, for personal information and trade secrets, for as long as the information remains confidential.

7. Publicity

7.1 Neither party will issue a media release or public statement about the other party or the Agreement without the other party's prior written consent.

7.2 We may name you as a client in our client lists and proposals unless you tell us not to. We will only publish testimonials, case studies, your logo or project information (including on the Nova Consulting and Nova IT websites) with your prior written approval, which you will not unreasonably withhold or delay. Case studies will not include personal information or your Confidential Information unless you agree.

8. Privacy, data and AI

8.1 Each party will comply with the privacy law listed in Part C. Our Privacy Policy, available on our websites, explains how we handle personal information.

8.2 Where you give us personal information about your staff, patients, clients or other people, you confirm that you collected it lawfully and have done everything required under privacy law (including giving any required notices) so that we may lawfully collect, use and disclose it for the Services.

8.3 Where we handle personal information on your behalf (for example billing, payroll or workforce data for an assessment), we will:

(a) use it only to provide the Services and in line with your reasonable instructions;

(b) protect it with reasonable security safeguards;

(c) only disclose it to Nova Personnel, subcontractors and service providers (including cloud hosting providers) who need it for the Services and are bound by confidentiality obligations;

(d) tell you without undue delay, and in any event within 72 hours, after becoming aware of a privacy breach affecting it, and work with you on any notification to regulators or affected individuals; and

(e) return or delete it when the Services end, unless we must keep it by law.

8.4 Where the Services involve health information, each party will handle it in line with the health privacy rules listed in Part C.

8.5 **Use of AI tools.** We may use artificial intelligence and automation tools, including our own models, to help deliver the Services. We will host and process your data in line with the Order and your reasonable data classification requirements (including keeping data onshore where agreed), or within your own approved tools where you ask us to. Nova Personnel review AI-assisted outputs before they are relied on in our findings.

8.6 **Training and product development.** We will not use personal information you give us to train or develop artificial intelligence or machine-learning models, or for product development, unless you agree in writing. We may use information that has been de-identified and aggregated so that it does not identify you or any individual, to improve our services and produce benchmarking.

8.7 Email and internet transmissions are never completely secure. Each party will take reasonable care when sending information electronically. Tell us if you need sensitive information sent using a particular secure method.

9. Intellectual property

9.1 Each party keeps ownership of the intellectual property it owned or licensed before the Agreement.

9.2 We own the Nova Materials, including any improvements to them made while providing the Services.

9.3 Unless the Order says that you will own specified Deliverables, we own the intellectual property in the Deliverables. Once you have paid the Fees for them, we grant you a perpetual, non-exclusive, royalty-free, non-transferable licence to use, copy and adapt the Deliverables, and any Nova Materials included in them, for your internal business purposes.

9.4 Where the Order says you will own specified Deliverables, ownership passes to you when you have paid for them. We keep ownership of any Nova Materials included in them and you receive the licence in clause 9.3 for those Nova Materials.

9.5 You grant us a non-exclusive licence to use your materials and data as needed to provide the Services. Each party will do anything reasonably required to give effect to this clause.

10. Working at your premises

10.1 Where Nova Personnel work at a Site, Schedule 1 applies. Each party acknowledges that it may share overlapping duties under health and safety law, and will consult, cooperate and coordinate with the other so far as reasonably practicable.

11. Insurance

11.1 We hold professional indemnity insurance, public liability insurance and the workplace injury cover required by law. We will give you certificates of currency on request.

12. Liability

12.1 Nothing in the Agreement excludes or limits any liability that cannot lawfully be excluded or limited, including under the consumer law in Part C, or liability for fraud or wilful misconduct.

12.2 Neither party is liable to the other for any loss of profit, revenue, business opportunity, goodwill or anticipated savings, or for any indirect or consequential loss, however it arises (including negligence). This does not limit your obligation to pay Fees and amounts payable under clauses 5.8 and 21.

12.3 Our total liability arising out of or in connection with an Order, however it arises (including in contract, tort including negligence, equity or under statute), is limited to the Fees paid or payable under that Order in the 12 months before the event giving rise to the claim, unless a Separate Contract provides otherwise.

12.4 Each party's liability is reduced to the extent that the other party (or its personnel or other contractors) caused or contributed to the loss.

13. Indemnities

13.1 Each party (**indemnifying party**) indemnifies the other against loss, damage and reasonable costs arising from a claim by a third party, to the extent the claim is caused by the indemnifying party's breach of the Agreement, breach of law, negligence or wilful misconduct.

13.2 The party seeking indemnity must notify the other promptly, take reasonable steps to mitigate its loss, and allow the indemnifying party to conduct the defence of the claim at the indemnifying party's cost. Clause 12 applies to this clause.

14. Events beyond our control

14.1 Neither party is liable for a delay or failure to perform (other than an obligation to pay money) caused by an event beyond its reasonable control, such as natural disaster, pandemic or public health order, war, terrorism, cyber attack (despite reasonable precautions), utility failure, government action, or industrial action not involving its own personnel.

14.2 The affected party must notify the other promptly and take reasonable steps to reduce the effect. If the event continues for more than 30 days, either party may end the affected Order by written notice, and you must pay for Services provided up to that date.

15. Suspension

15.1 We may suspend all or part of the Services, after giving you notice, if:

(a) an undisputed amount is more than 14 days overdue and you have not paid it within 7 days after our written reminder;

(b) suspension is reasonably necessary to protect the health and safety of Nova Personnel or others; or

(c) we are required to do so by law.

15.2 We will resume the Services promptly once the reason for suspension has been resolved.

16. Ending the Agreement or an Order

16.1 The Agreement continues until all Orders have been completed or ended. These Terms continue to apply to any later Orders.

16.2 **Ending for convenience.** Either party may end an Order by giving four weeks' written notice, unless the Order states otherwise.

16.3 If you end an Order with less than the required notice, you must pay the Fees that would have been payable for Services scheduled during the part of the notice period not given, less any costs we save or recover by redeploying Nova Personnel, together with any non-cancellable expenses already committed with your approval.

16.4 **Ending for cause.** Either party may end the Agreement or an Order immediately by written notice if the other party:

(a) commits a material breach that is not remedied within 10 Business Days after written notice (or a material breach that cannot be remedied); or

(b) suffers an Insolvency Event.

16.5 When an Order ends, you must pay for Services provided and expenses incurred up to the end date, and all unpaid invoices become immediately due. Clauses that by their nature are intended to continue (including clauses 5, 6, 8, 9, 12, 13, 17 and 21) continue after the Agreement ends.

17. Disputes

17.1 If a dispute arises, a party must notify the other in writing. Senior representatives will meet (in person or online) within 10 Business Days to try to resolve it in good faith.

17.2 If the dispute is not resolved within 20 Business Days of the notice, either party may refer it to mediation. The mediator will be a person agreed by the parties or, if they cannot agree within 10 Business Days, a mediator nominated by the body listed in Part C at the request of either party. The parties will share the mediator's fees and any nomination fee equally, and each will pay its own costs.

17.3 If the dispute is not resolved within 30 Business Days after the mediator is appointed, either party may start court proceedings.

17.4 This clause does not prevent a party seeking urgent court relief, or us recovering undisputed overdue amounts. Each party will continue to perform its obligations during a dispute.

18. Notices

18.1 Notices must be in writing and delivered by hand, post or email to the contact details in the Order (or other details a party notifies).

18.2 An email is treated as received when sent, unless the sender receives an automated message that it was not delivered. A notice received after 5 pm or on a day that is not a Business Day is treated as received on the next Business Day.

19. Changes to these Terms

19.1 We may update these Terms from time to time. We will publish each version on www.novaconsulting.co.nz and www.novaconsulting.com.au with its version number and effective date.

19.2 An updated version applies to Orders made after it takes effect. It only applies to an Order already in progress if you agree in writing, or if we give you at least 30 days' written notice and the change is reasonably necessary to reflect a change in law or regulation or to protect our legitimate business interests.

19.3 If a change under clause 19.2 materially disadvantages you, you may end the affected Order by written notice before the change takes effect, without any cancellation charge.

19.4 Otherwise, the Agreement can only be varied in writing signed (including electronically) by both parties.

20. General

20.1 **Assignment.** Neither party may assign or transfer its rights or obligations without the other's prior written consent, which must not be unreasonably withheld. However, we may transfer the Agreement on written notice to a related company or to a buyer of all or most of the relevant business, if the transferee is able to perform it.

20.2 **Relationship.** The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture or employment relationship between them.

20.3 **Severability.** If any provision is invalid or unenforceable, it is to be read down or severed, and the rest of the Agreement continues to apply.

20.4 **No waiver.** A failure or delay in exercising a right does not waive it, and a partial exercise does not prevent further exercise of it.

20.5 **Entire agreement.** The Agreement is the entire agreement between the parties about its subject matter and replaces any earlier understanding.

20.6 **Electronic signature.** The Agreement, any Order and any Separate Contract may be signed electronically and in counterparts.

20.7 **Governing law.** The governing law and courts are set out in Part C.

21. Non-solicitation of personnel

21.1 During an Order and for 12 months after it ends, neither party will, without the other party's prior written consent, directly or indirectly solicit, employ or engage (including as a contractor or through another business) any employee or contractor of the other party who was involved in the Services. This applies regardless of how the person came to be employed or engaged, including through a response to an advertisement or an approach by the person themselves.

21.2 If a party breaches clause 21.1, it must pay the other party a fee equal to 25% of the person's annual gross remuneration package at the time they left the other party (or, for a contractor, 25% of their annualised fees). The parties agree this fee is a reasonable amount to protect each party's legitimate interest in retaining its people, and reflects the cost of recruiting, training and replacing a skilled team member and the disruption to its work. The fee is payable within 20 Business Days of an invoice.

21.3 Nova Personnel remain our employees or contractors at all times while providing the Services.

Part B — Our services

22. Scope, assumptions and variations

22.1 The Order sets out the scope, Deliverables, timetable, Fees and the assumptions on which our Fees are based.

22.2 If the scope, objectives, requirements, timetable or assumptions change (including because information or data you provide is incomplete or inaccurate, or because of delays on your side), either party may request a variation. Before doing additional work, we will tell you the effect on Fees and timing, and we will proceed once you approve the variation in writing (email is fine).

22.3 If you ask us to proceed urgently before a variation is agreed, the additional work will be charged at the hourly or daily rates in the Order or Rate Schedule.

23. How we charge

23.1 Each Order will state whether Fees are charged as:

(a) a **fixed fee** for a defined scope, such as a diagnostic or assessment;

(b) **milestone or outcome-based fees** payable when a defined stage or result is reached; or

(c) **time-based fees** at hourly or daily rates.

23.2 Where Fees are time-based, any estimate we give is our best assessment based on what we know at the time. It is not a fixed price, because the time needed often depends on what the work uncovers. We will tell you as soon as practicable if we expect to materially exceed an estimate, so you can decide how to proceed.

23.3 Daily rates apply to a standard working day, and part days are charged as set out in the Order or Rate Schedule. Hourly work is recorded in the time increments stated in the Order or Rate Schedule.

23.4 We keep records of time spent on time-based work. We will provide a summary with our invoices on request. You do not need to approve timesheets unless the Order says so.

24. How we deliver the Services

24.1 We are engaged to deliver the Services and Deliverables using our own expertise, methodology and tools. We decide how, by whom and by what methods the Services are performed, and Nova Personnel remain under our direction and supervision, while working cooperatively with your team and following your reasonable site and security rules.

24.2 Where the Order names particular Nova Personnel, we will use reasonable endeavours to ensure they are available. If someone becomes unavailable, we will provide a suitably qualified replacement.

24.3 You may ask us to replace a member of Nova Personnel on reasonable grounds, and we will do so as soon as reasonably practicable.

24.4 If you would like us to provide a person to work as part of your team under your direction (rather than delivering defined Services), please talk to us first. We will only do so under a Separate Contract agreed for that purpose.

25. Your decisions and use of our work

25.1 You remain responsible for your management decisions, including whether and how to implement our findings and recommendations. We do not make decisions on your behalf unless the Order says so.

25.2 Our Deliverables are prepared for your use for the purpose stated in the Order. Third parties may not rely on them unless we agree in writing.

25.3 Our work relies on the information and data available to us and provided by you. Our findings will state what the evidence does and does not support. We are not responsible for errors that result from information or data you gave us being inaccurate or incomplete.

25.4 Unless the Order expressly says otherwise, our Services are management assessments, analysis and advice. They are not an audit or assurance engagement under auditing and assurance standards, and do not include legal or tax advice.

26. Deliverables and acceptance

26.1 If the Order includes acceptance criteria, you will review each Deliverable within 10 Business Days of receiving it and either accept it or tell us in writing how it does not meet the criteria.

26.2 We will correct any material non-conformity and resubmit the Deliverable. A Deliverable is treated as accepted if you do not respond within the review period or if you use it in your business.

27. Cancelling or pausing a project

27.1 If you wish to cancel a project, clauses 16.2 and 16.3 apply. If you pause a project for more than 20 Business Days, we may reassign Nova Personnel and will agree a revised timetable with you when the project restarts.

Part C — Country-specific terms

The column that applies depends on which Nova company is named in your Order.

Topic	New Zealand	Australia
Contracting company	Nova Consulting Limited, company number 7851956, NZBN 9429047826861	Nova Consulting Specialists Pty Ltd, ABN 81 678 405 564, ACN 678 405 564
Contact	info@novaconsulting.co.nz · www.novaconsulting.co.nz	info@novaconsulting.com.au · www.novaconsulting.com.au
Currency and GST	New Zealand dollars. GST under the Goods and Services Tax Act 1985.	Australian dollars. GST under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Business Day location	Cambridge, Waikato	Melbourne, Victoria
Health and safety law	Health and Safety at Work Act 2015	Occupational Health and Safety Act 2004 (Vic), or the work health and safety law of the state or territory where the work is done
Privacy law	Privacy Act 2020	Privacy Act 1988 (Cth) and the Australian Privacy Principles
Health information	Health Information Privacy Code 2020	Privacy Act 1988 (Cth) (sensitive information) and state health records laws, such as the Health Records Act 2001 (Vic)
Credit reporting	Credit Reporting Privacy Code 2020	Part IIIA of the Privacy Act 1988 (Cth) and the Privacy (Credit Reporting) Code
Mediator nomination (if the parties cannot agree)	Chair of Resolution Institute (New Zealand), or their delegate	Chair of Resolution Institute (Australia), or their delegate
Governing law and courts	New Zealand law; New Zealand courts (non-exclusive)	Victorian law; courts of Victoria and federal courts sitting in Victoria (non-exclusive)

28. New Zealand — consumer law

28.1 You confirm that you acquire the Services in trade and for business purposes. To the extent permitted by law, the parties agree that:

(a) the Consumer Guarantees Act 1993 does not apply to the Services (section 43(2));

(b) sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply to the Agreement (section 5D); and

(c) it is fair and reasonable that the parties are bound by this clause, given that both are in trade, these Terms are published in advance and you may ask to negotiate them.

29. Australia — Australian Consumer Law

29.1 Nothing in the Agreement excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.

29.2 Where the law allows, our liability for failing to comply with a consumer guarantee is limited to supplying the services again, or paying the cost of having them supplied again.

Schedule 1 — Working at your premises

This Schedule applies whenever Nova Personnel work at a Site. Both parties will consult, cooperate and coordinate on health and safety so far as reasonably practicable.

Your responsibilities

- Keep the Site, including buildings, fittings and equipment, safe and well maintained.
- Brief Nova Personnel on arrival about site hazards, emergency procedures, incident reporting and any site rules, including infection prevention and control requirements in clinical or care settings.
- Tell us before a visit about any known infectious disease outbreak or other significant risk at the Site, and provide any personal protective equipment your site rules require.
- Tell us as soon as possible of any incident, injury or near miss involving Nova Personnel, and notify the health and safety regulator of any notifiable event arising at your Site.
- Comply with the health and safety law listed in Part C.

Our responsibilities

- Operate our own health and safety system in line with the health and safety law listed in Part C.
- Ensure Nova Personnel follow your site rules, including health, safety, security and infection prevention and control requirements. Our own policies apply where yours are silent.
- Report to you any hazards or incidents Nova Personnel identify at the Site, and cooperate with any investigation.
- Ensure Nova Personnel do not attend a Site while unwell with a communicable illness, or after a known exposure, where your site rules or public health guidance require them to stay away.

Questions? Contact info@novaconsulting.co.nz (New Zealand) or info@novaconsulting.com.au (Australia).