

# Forensic and Scientific Services

## Quotation and service terms

This quotation is given by the State of Queensland acting through the Department of Health ABN 66 329 169 412 (Queensland Health) to the client identified above (the client).

This quotation is valid for 30 days unless earlier withdrawn by Queensland Health. It can be accepted expressly or by conduct (such as by delivery of samples to Queensland Health).

Services provided by Queensland Health pursuant to this quotation (the services) are provided to the client on the terms set out below. Acceptance of this quotation is acceptance of the following terms by the client to the exclusion of any other terms (such as client purchase order terms).

### Contract terms

#### Services

The client will:

1. communicate its requirements to Queensland Health clearly and promptly
2. deliver relevant test samples to Queensland Health in an appropriate condition
3. advise Queensland Health of any risk to persons, property or the environment from any samples
4. provide further information if required by Queensland Health for the purpose of providing the services
5. collect from Queensland Health and properly dispose of any samples, within 30 days after the services are complete.

Queensland Health will provide the services:

1. in accordance with its understanding of the clients requirements
2. in respect of samples received by Queensland Health (unless the sampling was carried out by Queensland Health)
3. using suitably qualified and experienced staff.

Queensland Health will endeavour to provide the services within a reasonable time taking into account the client's requirements, the complexity of the services and Queensland Health's then-existing workload. Queensland Health does not guarantee that the services will be performed within any particular time, and is not liable to the client for delay in provision of services.

#### Fees and payment

In these terms, **Fee** means each amount invoiced by Queensland Health in respect of the services calculated in accordance with the above quotation, plus any additional charges and any GST on those amounts.

Unless otherwise agreed, the client must pay the fee within 30 days of Queensland Health's invoice. For certain tests, Queensland Health may require payment before commencement of testing, or before issuing a report. If services are provided on an ongoing basis, Queensland Health may invoice the client periodically during the performance of the services.

If the client does not pay the fee on or before the required date of payment, Queensland Health may charge and the client must pay interest on the outstanding amount at Queensland Health's usual interest rate for outstanding accounts.

Queensland Health may increase the fees or rates payable by providing written notice to the client at least 30 days prior to the effective date of the increase.

Queensland Health may make an additional charge, at its usual rates:

1. for any additional services requested
2. for sample registration, for each separate batch of samples received
3. if the number of samples received does not correspond with that specified in the quotation
4. if a sample does not comply with a specification, is outside of a stated range, is re-sampled, or if a service must be repeated for any other reason
5. for storage or disposal of uncollected samples
6. if the requested time for provision of the services is faster than Queensland Health's normal time for their delivery (surcharge of up to 50%)
7. for expenses incurred by Queensland Health in providing the services (at cost)
8. for interpretation of any results, or ongoing advice or discussions (charged at an hourly rate).

## **Liability**

The maximum aggregate liability of Queensland Health to the client arising out of Queensland Health's performance of the services or any breach of these terms by Queensland Health is limited to the fee for the service in respect of which the liability arose.

Neither party will be liable to the other for any loss of revenue, loss of profit, loss of use, loss of financial opportunity or for any economic, indirect or consequential loss or damage whether arising under or in connection with these terms or the services, in tort, in equity or otherwise.

The services, including any associated result, analysis, conclusion, report or recommendation (**Report**), are provided solely for the client's benefit. The client must not reproduce, publish or transmit any report in whole or part without the prior consent of Queensland Health. The client must ensure that no other person relies on the services or any report. The client indemnifies Queensland Health from liability to any other person arising as a result of that person's reliance on the services or any report.

Queensland Health will maintain the confidentiality of any report unless the report discloses a risk to life or health or Queen is otherwise lawfully required or permitted to disclose the report.

## **Representations of approval or endorsement**

The client must not represent or imply Queensland Health or Queensland Government approval or endorsement of the client or any product or service, nor use any report, in whole or part, in any advertising or promotional activity.

## **Other terms**

Queensland Health may terminate an agreement under these terms by giving 30 days prior written notice to the client.

These terms are governed by Queensland law.