

Licencing Agreement

Grant of License:

The Licensor grants the Licensee a non-exclusive, non-transferable license to use the intellectual property (documents) for private, non-commercial purposes only.

Scope of Use:

The Licensee agrees to use the documents solely for the intended use and shall not copy, reproduce, distribute, or create derivative works.

Ownership:

The Licensor retains full ownership and rights to the intellectual property. No transfer of ownership is implied or granted by this license agreement.

Confidentiality:

The Licensee shall keep the documents confidential and ensure they are used only by the Licensee's employees for the intended private use.

Prohibitions:

The Licensee shall not sublicense, sell, distribute, copy or otherwise make the intellectual property available to third parties.

Disclaimer of Warranties:

The intellectual property is provided "as is," and the Licensor makes no warranties regarding its accuracy, completeness, or fitness for a particular purpose.

Termination for Breach:

The Licensor reserves the right to terminate the license immediately upon any breach of the terms outlined in this agreement.

Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the Australian commonwealth and states / territories.

Limitation of Liability:

Advice and documentation provided by Spire Safety should not be assumed as comprehensive in nature. We recommend that you seek professional advice before making any decisions,

Duties for ensuring the safety of workers and others belong solely with the PCBU (company / business owner) and, as per the WHS Act, are not transferable,

Many documents provided by Spire Safety are generic in nature and all documents and resources are issued in "Draft" or "Review" status and should be reviewed and approved by your company, in consultation with workers, before implementation to ensure safety risks are managed,

Spire Safety shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use of our services or reliance on our recommendations,

It is subjective whether regulatory requirements that reference “suitable”, “adequate” or “reasonable” safety controls have been met or not. In the event of an incident or injury, whether these requirements have been met will ultimately be decided upon by the presiding judge or magistrate. An indication by Spire Safety that these requirements have been met does not guarantee that the same decision will be reached by a judge or magistrate, nor does it guarantee the Licensee from prosecution or civil litigation arising from any injury, illness or incident,

While we are experts in WHS, we are not experts in every industry. The services and documents we provide are not a substitute for competent personnel managing the risks in their workplace, and the legal duty for ensuring the safety of workers and others belongs with the PCBU (company / business owner), with officers needing to exercise due diligence,

Documents or services provided by Spire Safety do not guarantee that Licensee's legal compliance and duty of care requirements are met,