



Terms and Conditions of Engagement

As of: 4 February 2026

PERTH

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Introduction

The following business terms and conditions clarify the contractual arrangement of Tranen with all clients. All goods and services are provided according to these terms and conditions. No additions or variations to these terms and conditions are permitted except by written consent by Tranen. Acceptance of these terms and conditions by the client is a condition of engaging the services of Tranen.Ltd.

In the case of Tranen entering into a contractual arrangement with another organisation through a panel agreement or tender with alternate terms and conditions, those terms and conditions will take precedence to these.

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1 DEFINITIONS

- a) **Client** means the person or entity engaging Tranen Pty Ltd for services.
Tranen means Tranen Pty Ltd, trading as Tranen Revegetation Systems and Tranen Revegetation Southwest.
- b) **Proposal** means the agreed scope of works and associated pricing provided by Tranen.
- c) **Services** means all work described in the Proposal.
- d) **Goods** means all physical items supplied by Tranen, including seed and seedlings.
- e) **Force Majeure** means events beyond reasonable control, including extreme weather events, natural disasters, biosecurity events, industrial disputes, and other unforeseen circumstances.

2 QUOTATIONS AND ORDERS

- a) Tranen Pty Ltd, trading as Tranen Revegetation Systems and Tranen Revegetation Southwest (Tranen) provides the services relating to the revegetating, rehabilitating, and restoring of natural ecosystems. Tranen shall provide to the Client the services described in the defined scope of works, which is valid for acceptance 30 days from the date of issue, unless otherwise stated in the proposal. The agreed services are herein after referred to as “the proposal”.
- b) In providing the services, Tranen shall exercise the degree of skill, care and diligence normally exercised by contractors and / or consultants in similar circumstances. Tranen offers the Client the opportunity to provide feedback regarding the performance of the services at any time.
- c) The Client shall provide to Tranen, in advance, all information concerning the Client’s requirements for the proposal, including specific locations and the most current design drawings and specification documents. Tranen shall not be liable for any damage or consequential costs caused by incomplete, inaccurate, or non-current information provided by the Client. The Client will be responsible for any costs incurred by Tranen to remedy completed prior actions in such situations.

3 PRICE

- a) All activities to be undertaken by Tranen are itemised in the project costings / quotation, and unless otherwise specified shall form the scope of works. Should quantities change or additional items be included, a revision to the project costings will also be required.
- b) Where Tranen provides a proposal for work spanning more than 12 months, unless otherwise stated lump sum prices and unit rates are firm for the first 12 months, but may be subject to adjustment for price escalation thereafter, if not already specifically factored into the pricing.
- c) Where Tranen provides a price, not based on a detailed tender specification, for a typical revegetation plan or similar document for submission to an authority for approval, unless otherwise stated the price allows a draft plus two revisions (once each following Client and regulatory review). Tranen may bill time taken to prepare any subsequent revisions required at its prevailing hourly rates for the level of staff input required.
- d) Tranen shall be entitled to vary the quoted price at any time should there be any change to the cost of performing the contract due to unforeseen circumstances. Such changes will be communicated to the Client in advance of action being taken.
- e) All Tranen pricing schedules and unit rates quoted are presented exclusive of GST, with GST applied to the total sum.

4 TERMS OF PAYMENT

- a) The Client shall pay to Tranen the fees and reimbursable expenses as set out in the approved proposal. Where this Agreement has been entered into or authorised by an Agent (or a person purporting to act as an Agent) on behalf of the Client, the Agent and Client shall be jointly and severally liable for payment of all accounts due to Tranen under this Agreement.
- b) The Client is not entitled to any additional discounts and is not entitled to withhold any payment in respect of any counterclaim.
- c) All monies payable by the Client to Tranen shall be paid within 14 days of receipt of invoice, unless otherwise agreed. Monies not paid within that period shall attract interest from the date of invoice until payment at the rate of 1% per month, plus debt collection fees where applicable.
- d) Once the Client has confirmed a seedling order the plants are committed to purchase by Tranen in irrevocable undertakings with nurseries. By authorising the purchase, the Client commits to purchasing the seedlings in full with delivery by the following September.
- e) Seedlings are a living product with a fixed period of optimum condition. If the project site is not ready for planting in the scheduled planting season due to circumstances outside Tranen's control, at Client request Tranen will endeavour to arrange for the seedlings to be onsold. Should this not be possible, the Client remains responsible for payment to Tranen for all seedlings which have not been onsold.
- f) Tranen work with a variety of nurseries, each with their own payment terms and conditions relating to deposits and payment schedules. When Tranen incurs these payments, they will in turn be invoiced to the Client.
- g) All native seed collected by Tranen in providing the services remains the property of Tranen until payment of all amounts due under this Agreement have been received in full. If payment is not made in accordance with the terms of this Agreement, Tranen retains full ownership of the collected seed, and may retain, use, sell, store, or otherwise deal with the seed without liability to the Client. The Client acknowledges that it has no right, title, or interest in the collected seed unless and until full payment has been made.

5 OWNERSHIP

- a) Tranen expressly retains legal ownership of all goods supplied, even after the Client takes possession, until full payment of the invoice and all outstanding debts are paid.
- b) Should payment not be made by the due date, the Client will immediately deliver the goods to Tranen at their own expense.
- c) Failing the return of goods by the Client, Tranen is irrevocably authorised to enter the property of the Client, or where the goods are situated, to remove the goods. In this situation, the Client will indemnify Tranen against any action or claim arising from the return of goods.

6 DELIVERY

- a) Tranen keeps delivery records of all goods supplied, and these records will serve as proof of delivery should there be a dispute.
- b) While endeavouring to meet all delivery dates, Tranen assumes no liability for any loss or damage caused by delays in delivery.

- c) Should Tranen be prevented from delivering goods by reason of any acts of God, industrial dispute, fire, interruption of transport or any other unforeseeable cause, Tranen will not be held liable and will be entitled to terminate the order or reschedule delivery.
- d) Where the Client requests delivery of seed, all risk in the seed passes to the Client upon dispatch from Tranen. The Client accepts full responsibility for the seed during transit, and Tranen is not liable for any loss, damage, or delay occurring while the seed is in the custody of a delivery or courier service.

7 LIABILITY

- a) The liability of Tranen arising out of the performance or non-performance of the services, whether under the law of contract, tort or otherwise, shall be limited to the cost of rectifying the works that are the subject of the services, or the total value of the accompanying proposal, whichever is the lesser.
- b) Tranen will be deemed to have been discharged from all liability in respect of the services, whether under the law of contract, tort or otherwise, on the expiration of one year from the completion of the services; the date of invoice in respect of the final amount claimed by Tranen pursuant to Clause 10; or the termination of this Agreement, whichever is the earlier. The Client shall not be entitled to commence any action or claim whatsoever against Tranen (or any employee, agent or sub-consultant of Tranen) in respect of the services after that date.
- c) The provisions of Clauses 6 and 7 are subject always to the provisions of Part V of the Trade Practices Act 1974 (as amended) and any other law which cannot be excluded, restricted or modified by agreement.
- d) Unless otherwise agreed, the success rate of direct seeding operations, the supply of seed, and the survival rates of plants will not be guaranteed by Tranen. Notwithstanding this, Tranen will not be held liable for instances of Force Majeure, abnormal climatic conditions (i.e. drought, flooding), fire, unsuitable soil and other site conditions, damage by insects and other pests, wilful and accidental damage, as well as other factors outside of Tranen's control including any identified Client responsibilities.
- e) As the BCITF does not recognise Tranen as being part of the building industry, we have made no allowance for payment of any BCITF Levy.
- f) Matters not covered by the above will be treated in accordance with Australian Standard 4122-2000 General conditions of contract for engagement of consultants.

8 SITE ACCESS AND SCHEDULING OF WORKS

- a) Unless agreed otherwise, Tranen's price assumes the Client provides unrestricted site access during normal hours (7 AM – 3 PM, Monday – Friday). If locked, the Client must supply keys. Tranen may recover costs for delays or rescheduling caused by restricted access.
- b) Unless stated otherwise, Tranen schedules seasonal work in a single stage, aligned with its planting and seed collection programs. If the Client requests delays or multi-stage work, Tranen may reschedule and charge for additional costs. If Tranen mobilises based on Client advice and the site is unready, costs for repeated mobilisations and lost productivity may be recovered.
- c) Tranen may need to move scheduled works at last minute due to adverse weather, access restrictions, or safety concerns for staff. Should this occur, Tranen will advise the Client as soon as possible, and reserve the right to seek reimbursement for mobilisation / delay costs where appropriate.

9 CANCELLATION

- a) The Client may terminate its obligations under this Agreement:
 - i. in the event of substantial breach by Tranen of its obligations hereunder, which breach has not been remedied within 30 days of written notice from the Client requiring the breach to be remedied, or
 - ii. upon giving Tranen 60 days written notice of its intention to do so.
- b) Tranen may suspend or terminate its obligations under this Agreement:
 - i. in the event of monies payable to Tranen hereunder being outstanding for more than 60 days,
 - ii. other substantial breach by the Client of its obligations hereunder, which breach has not been remedied within 30 days of written notice from Tranen requiring the breach to be remedied, or
 - iii. upon giving the Client 60 days written notice of its intention to do so.

10 INTELLECTUAL PROPERTY

- a) Copyright in all original drawings, reports, specifications, bills of quantity, calculations and other documents provided by Tranen in connection with the project shall remain the property of Tranen unless expressly transferred to the Client by written agreement.
- b) Copyright of all intellectual property originally provided by the Client remains with the Client.
- c) Subject to Clause 11d, the Client alone shall have a licence to use the documents referred to in Clause 11a for the purposes of completing the proposal but the Client shall not use, or make copies of, such documents in connection with any work not included in the proposal.
- d) If the Client is in breach of any obligation to make a payment to Tranen, Tranen may revoke the licence referred to in Clause 11c, and the Client shall then return to Tranen all documents referred to in Clause 11a, and all copies thereof.
- e) If the Client uses any of the documents referred to in Clause 11a for commercial gain or to pass onto Tranen competitors for pricing, Tranen may pursue legal advice.

11 SUBCONTRACTING

- a) Where Tranen determines it to be necessary, Tranen may engage subcontractors, contractors, or consultants to assist Tranen in the provision of specialist services.
- b) Neither party may assign, transfer or sublet any obligation under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this Agreement.

12 PUBLICITY

- a) Tranen may provide general details of work carried out under the proposal to others for publicity purposes without prior reference to the Client, but will not disclose sensitive information which it considers confidential, without prior Client approval.

13 CULTURAL HERITAGE

- a) Aboriginal cultural heritage legislation may affect project delivery. Tranen expects the Client to have completed due diligence and obtained required approvals before releasing the scope of work. If Tranen discovers artefacts potentially relevant to Aboriginal heritage, it will notify the Client and avoid disturbing them.

14 PRIVACY

- a) Tranen will comply with the Privacy Act 1988 (Cth) in handling Client data.

15 INSURANCE

- a) Tranen maintains public liability, workers compensation, professional indemnity, and comprehensive vehicle insurance.
- b) Client must maintain site-related insurances as required by law.

16 DISPUTE RESOLUTION

- a) The two parties shall in the first instance attempt to resolve any dispute by negotiation in good faith. In the event that this is unsuccessful, the dispute shall be the subject of adjudication under the WA Construction Contracts Act and Regulations 2004.
- b) These Terms and Conditions are governed by the laws of Western Australia, and the parties submit to the jurisdiction of the courts of Western Australia.

17 GOVERNING LAW

- a) These Terms are governed by the laws of Western Australia.

18 CHANGES TO TERMS AND CONDITIONS

- a) Tranen reserves the right to update the Terms and Conditions at any time. Clients with active projects will be notified by Tranen within 7 days of the amendments.