

Virtual Risk Review customer terms

Safety Jon

These terms describe the Virtual Risk Review supplied by Zero Harm Safety Pty Ltd trading as Safety Jon ("we", "us"). "You" means the customer purchasing the review, including the organisation you are authorised to represent.

1 What you receive

For A\$195 including GST, we review one submission of one to six workplace photographs, one optional recorded workplace video of no more than five minutes, and the written context you provide. You receive one structured PDF report. This is a single purchase with no automatic renewal.

The report describes visible observations and their potential significance, suggested priorities, questions to investigate, controls or evidence to verify, and relevant Australian WHS/OHS legislative and guidance references where applicable. It is intended to help you decide what needs closer attention.

The service is completed remotely using submitted material. It includes no live meeting, onsite attendance, testing, implementation work or ongoing monitoring. Any additional work requires a separate agreement; sending extra material does not authorise an additional charge.

2 The limits of a visual review

Our conclusions depend on the material, date, jurisdiction and context supplied. We cannot verify conditions outside the frame, work at another time, concealed defects, measurements or controls that cannot be observed. Images alone cannot establish every hazard, the effectiveness of every control or the overall safety of a workplace.

The service is not an onsite inspection, audit, complete workplace risk assessment, compliance certification, legal or engineering advice, or emergency response. The report does not approve work to proceed or guarantee compliance. Specialist advice, site assessment or testing may be needed.

Your workplace responsibilities continue. Assess actual conditions, consult the appropriate people and check proposed controls before implementing them. Nothing in these terms transfers or reduces any legal duty of either party.

3 Safe and authorised submissions

Do not enter restricted areas, interfere with work, remove safeguards, stage a condition or expose anyone to danger to obtain material. If a view cannot be captured safely, describe it in writing.

Only provide material you are authorised to record and share with us. Obtain any required permissions or consents for identifiable people and third-party material. Remove unnecessary personal, confidential and sensitive information, including faces, names, numberplates, private screens and unrelated conversations, while preserving relevant safety detail.

Give accurate context, the applicable state, territory or Commonwealth WHS/OHS jurisdiction, and explain known limitations or later changes. If material is incomplete or unsuitable, we will explain what is needed rather than imply that the missing matters have been assessed.

Delivery and use of the review

4 Payment and turnaround

Payment is due when you submit your order. Typical turnaround is 48–72 elapsed hours after both payment and receipt of a complete, usable submission. Weekends and Victorian public holidays are excluded from that period. This is an estimated delivery window, not an appointment or a promise of immediate availability.

If essential information is missing, we will tell you what is needed and the estimate will pause while we wait for it. Once it arrives, we will advise the revised expected delivery time. We will notify you if another material delay affects delivery and agree a revised timeframe or an appropriate cancellation and refund. Your consumer-law rights remain available.

We will not substitute a materially different service or charge for additional work without your agreement. If the requested matter cannot be meaningfully reviewed within this service, we will explain this and apply the cancellation and refund provisions below.

5 Confidentiality and working copies

Your submitted photographs and video will be treated as confidential and used only to conduct the Virtual Risk Review. We will not publish them or use them as public examples without your separate permission, except where disclosure is legally required.

Submissions are received through Safety Jon's Wix-hosted form. Submitted files may be held in Wix as well as in OneDrive under Safety Jon. AI-assisted tools may be used for preliminary analysis. Jon reviews the output, applies professional judgment to the supplied workplace context, and determines the final findings and recommended controls. Before sharing material with an external AI service, we will identify the service and its relevant data handling and confirm the necessary authorisation.

Safety Jon will delete active working copies of submitted photographs and video under its control, including any copies retained in Wix intake or media storage and OneDrive, within 30 days after the final report is issued. This working-copy commitment does not set a retention period for other records, such as the final report, transaction records or system backups. Keep your own original material and a copy of the report.

Please provide only information needed for the review. If you have a privacy or confidentiality concern, contact us before submitting the material.

6 Using the report

The report concerns the submitted material and stated purpose. Read its observations, assumptions, priorities and limitations together. An issue not mentioned in the report should not be treated as a finding that it is safe or compliant.

You may use the report for your organisation's safety management and share it with people who need it for that purpose. Preserve its context and limitations when doing so. It should not be presented as certification or reused as an assessment of a different site, task or changed condition.

The service does not include continuing verification, monitoring or updates after the report is issued. This does not limit your right to raise an error, service problem or consumer-law claim.

Urgent hazards

Do not wait for the report if someone may be exposed to immediate danger. Follow your workplace's emergency and risk-control procedures, notify the responsible person and contact emergency services where needed. Submission to Safety Jon does not replace any required incident notification to a regulator.

Cancellations and service concerns

7 If you change your mind

You may ask to cancel in writing. If we receive your request before review work starts, we will refund the service fee in full.

If review work has started, we will stop further work and refund the fee less a reasonable amount for work properly completed before the cancellation request was received. We will explain the work completed and the calculation. The amount retained will not exceed the service fee, and there is no separate cancellation fee.

If the agreed review has already been completed, a change of mind alone does not entitle you to a refund. These change-of-mind provisions do not apply to, or restrict, remedies for a service failure or other rights under law.

8 If we cannot provide the service

If we cannot provide the agreed review, we will explain why and refund the service fee. Any alternative scope or timing requires your agreement. This does not restrict any further remedy you may have under law.

9 Your consumer rights

Nothing in these terms excludes or restricts rights or remedies that cannot lawfully be excluded or restricted, including under the Australian Consumer Law. Applicable guarantees include due care and skill, suitability for a purpose made known to us where the law requires it, and supply within a reasonable time if no time is agreed.

For a major service failure, you may have a right to cancel and receive a refund for the affected or unused service, or keep the service and receive compensation for its reduced value. For a smaller problem, we must have the opportunity required by law to put it right within a reasonable time; further remedies may be available if it is not resolved. Compensation for reasonably foreseeable loss or damage may also be available.

There is no seven-day or 30-day cut-off in these terms for raising a service problem or exercising consumer-law rights. The media deletion period is not a complaints deadline.

10 Contact and changes

For a cancellation, correction, privacy question or service concern, write to Safety Jon at info@safetyjon.com.au. Identify your order or submission, explain the issue and tell us the outcome you are seeking. Do not include unnecessary sensitive information.

We will assess the concern and explain the appropriate next step. Contacting us does not prevent you from seeking advice or assistance from the relevant consumer protection agency or exercising any legal right.

The terms provided when you purchase apply to that order. A later website update does not retrospectively change your order. Any material change to the agreed service requires your agreement.