

## Terms of Service for Advance Consulting and Services Pty Ltd

In the absence of any other contract agreed to by the parties, the Quotation and Terms of Business will be deemed to have been accepted by <insert> when emails are exchanged confirming their acceptance or *Advance Consulting and Services Pty Ltd* provides any of the services outlined in the Quotation with <insert> authorisation.

1. <insert> warrants both its ownership and the accuracy of all copyright and relevant source materials it supplies to *Advance Consulting and Services Pty Ltd* from time to time.
2. <insert> agrees to indemnify *Advance Consulting and Services Pty Ltd* against all costs and damages resulting from any claims against it arising from the materials created for <insert> by *Advance Consulting and Services Pty Ltd* and approved by <insert>.
3. The total liability of *Advance Consulting and Services Pty Ltd* for loss or damage of every kind is limited to the amount paid by <insert> under this agreement at the date when such liability arises.
4. This quotation is based on information available at the time of its preparation. Any cost variations that may arise as more information on project scope becomes available will be discussed in detail with <insert>.
5. This quotation is valid for 30 days and assumes the availability of all authorities, facilities and resources needed to complete the project (e.g. the authority to appoint us to undertake work for you, or the authority to approve material we have created).
6. A cancellation fee is payable in the event of cancellation of the project after approval to commence has been issued. The amount of this fee will be based upon the time spent on the project, payments received at the time of cancellation and costs for any associated time spent up to the point at which written notice of cancellation is received.
7. Unless otherwise stated in this quotation, copyright of, and title to all original material including briefings remains with *Advance Consulting and Services Pty Ltd* until settlement of all invoices in full, at which time it will be assigned to <insert>.
8. *Advance Consulting and Services Pty Ltd* will charge <insert> its fees at the agreed hourly rate or the lump sum provided in the Quotation. Where the fee is an hourly rate, the fee will be proportionately charged for shorter periods of less than one hour on the basis of each 15-minute period.
9. *Advance Consulting and Services Pty Ltd* invoices <insert> for work carried out on a weekly basis. Our payment terms are 14 days from the date of invoicing.
10. At its discretion, *Advance Consulting and Services* may delay the provision of services to <insert> where invoices are outstanding.
11. Delivery timeframes in quotations are estimates, which are based upon your availability for background briefings and prompt turnaround of reviews and approvals for materials we supply to you. While we will always do our best to meet your deadline requirements, we cannot accept responsibility for project delays that are beyond our control. This also applies to delays caused by third parties.
12. The following items are not included in the quotation:
  - a. Additional work beyond the scope of the activities described in the quotation.
  - b. Time charges for revisions not specifically requested at any of the client acceptance milestones described in the quotation.
  - c. Hire, rental or purchase of any equipment or facilities needed to provide the services.
  - d. Any other unforeseen disbursements.
13. Any additional expenses will only be incurred with the written approval of <insert>.
14. Recognising that because of this agreement, both parties may be exposed to confidential information both parties agree to keep and maintain the strict confidentiality of confidential information and not use or disclose confidential information other than to the extent required in the performance of this agreement.
15. If by reason of any act, circumstance, matter or thing beyond the reasonable control of *Advance Consulting and Services Pty Ltd* or <insert> either is unable to perform in whole or in part any obligation, that party is relieved of that obligation to the extent and for the period that is it unable to perform and is not liable to the other party.
16. Unless otherwise indicated specifically by <insert>, acceptance of the quotation indicates acceptance by <insert> of these Terms.
17. These Terms may not be varied without the explicit agreement of <insert> and *Advance Consulting and Services Pty Ltd*. The invalidity or unenforceability of any of the above Terms does not affect the validity or enforceability of any other Term.
18. <insert> accepts that *Advance Consulting and Services* does not offer any guarantee or warranties that the advice or materials prepared will be sufficient to achieve the objectives <insert> is seeking.

Reviewed December 2019