



## **RADIAL CONSULTING PTY LTD**

THE FINE PRINT/STANDARD TERMS AND CONDITIONS

### **1. AGREEMENT**

By signing our proposal, you agree and accept that these are the terms and conditions (T&Cs) under which we will supply the Services to you. Please read these T&Cs carefully and contact us if you have any questions.

Agreeing to these T&Cs constitutes a legally binding agreement between you and Radial Consulting Pty Ltd (ABN 35 641 737 840) (referred to as "we", "us" or "our") (Agreement).

### **2. SERVICES**

We will perform the scope of work as set out in our proposal (Services). We may provide the Services to you using our employees, contractors and other providers, and they are included in these T&Cs.

This Agreement shall take effect from the date you sign our confirmation letter and shall continue in force until completion of the Services unless terminated earlier in accordance with these T&Cs.

### **3. BASIS ON WHICH OUR COSTS ARE CALCULATED**

Our Services will be charged in fixed monthly instalments unless otherwise agreed. Our fees will then be charged in accordance with the project breakdowns. Any additional work approved by you will be charged at our hourly rate of \$300 plus GST.

You agree to pay all reasonable expenses including any fees, charges and GST we may incur on your behalf when these are billed to you. If any expense arises, we will let you know. If we expect any large or unusual expense to be incurred, we will seek your approval before incurring the expense. We may ask you to pay an expense directly or in advance in some situations.

All artwork and mechanical items purchased on your behalf including but not limited to, campaign creation, graphic design, printing, typesetting, photography, artwork, research, public relations, event costs, photocopying and media monitoring will incur an additional administrative fee of 15%. Payments made by you directly to third parties are not subject to this additional administrative fee addition.

All amounts charged will be in Australian dollars. We take no responsibility for exchange rate fluctuations or changes in GST rates.

### **4. OUR ACCOUNTS**

Our bills are payable within 15 days of invoice date and late payments will incur an additional charge of 1.5% per week. We may waive this charge in some instances. We may also suspend work on our account in the event your bill remains unpaid for over 20 days from the date of invoice.

### **5. OUR COMMITMENT TO YOU**

We agree to perform the Services with due care, skill and diligence. We will not work for any other competing organisation whilst working with you.

### **6. CONFIDENTIALITY**

We, including our employees and contractors, agree not to disclose your confidential information to any third party, to use all reasonable endeavours to protect your confidential information from



any unauthorised disclosure and to only use your confidential information for the purpose for which it was disclosed by you.

You also agree not to disclose our confidential information to any third party, to use all reasonable endeavours to protect our confidential information from any unauthorised disclosure and to only use our confidential information for the purpose for which it was disclosed to you.

These obligations do not apply to confidential information that:

- is authorised to be disclosed by us (for example, material disclosed for inclusion in a media release);
- is in the public domain and/or is no longer confidential;
- is received from a third party, except where there has been a breach of confidence; or
- must be disclosed by law or by a regulatory authority.

We will take all reasonable steps to preserve confidentiality in relation to any communications with you or with another party or entity on your behalf. However, complete security of all electronic communications is outside of our control.

To the extent that communication is electronic, you agree that we will not be liable for any unauthorised interception, amendment or use of any electronic communication. We will not be liable for any delay, non-receipt, unauthorised copying, recording, reading or interference, corruption or loss of any electronic communication with you including any damage caused to your system or any files by a transfer. If the matter is urgent or you are expecting an immediate response from us to electronic communication, please follow this up by text or telephone, or request confirmation of receipt.

## **7. YOUR OBLIGATIONS TO US**

To enable us to deliver the Services as best as we can (including on time and within budget), you agree that you will:

- provide full and honest instructions, and advise of any material changes in circumstances that might impact our recommendations and support;
- cooperate with us, and provide all materials reasonably requested of you in a timely manner;
- accept and follow our reasonable advice;
- inform us if you have reasonable concerns relating to our provision of Services with the aim that we and you will use all reasonable efforts to resolve the concerns; and
- comply with these T&Cs.

If you fail to comply with any of these conditions, this will impact the project and may result in additional hours being charged, or a pro-rata invoice for the hours unused proportionate to the incomplete work. We also have the option to immediately terminate our engagement by advising you of termination in writing.

## **8. INTELLECTUAL PROPERTY**

You agree to indemnify and hold us harmless with respect to any claims or actions for copyright infringement, idea misappropriation, invasion of rights or privacy arising out of any materials and activity which has been prepared or conducted by us on your behalf based upon materials or briefings supplied by you to us, except where such claim or action is related to our wilful misconduct or gross negligence.



We shall indemnify and hold you harmless from any claims or actions resulting from a claim that any materials provided by us under these T&Cs infringe any third party's intellectual property rights, except for where such claim results from materials or briefings supplied by you to us.

#### **9. FUTURE MATTERS**

To avoid the need for other proposals for any future engagements, our agreement will apply to subsequent work you request from us (other than the expected scope of work and fee estimate, which we will provide separately in relation to each matter), unless we provide you with a separate engagement proposal in relation to that matter.

#### **10. TERMINATION**

This agreement may be terminated for no due cause with two months' notice in writing. You will be required to pay any outstanding amounts (including expenses already incurred) in full at the time of termination. Any payments you have already made (including if you pay in full) will not be refunded.

Any requests to terminate the Services must be sent in writing to [vanessa@radialconsulting.com.au](mailto:vanessa@radialconsulting.com.au).

Your (and our) accrued rights, obligations and remedies are not affected by the termination of these T&Cs.

#### **11. LIMITATION OF LIABILITY**

Except for our indemnification obligations, we will not be liable to you for more than has been paid under this Agreement during the prior twelve-month period.

#### **12. GENERAL**

This Agreement is not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.

If any provision (or part of it) of the T&Cs is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) of these T&Cs cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these T&Cs and the remaining provisions (and remaining part of the provision) of the T&Cs are valid and enforceable.

We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 business days' notice in writing.

These terms are governed by the laws of Victoria and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.

These T&Cs and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.