

Definitions

Business Day	a day on which banking institutions generally are open in Brisbane but excluding Saturdays, Sundays and public holidays.
Confidential Information	<p>includes:</p> <ul style="list-style-type: none">a) any information we mark as “confidential” or to like effect;b) any information we tell you is confidential or is to be kept confidential;c) any information disclosed to you in circumstances which would, to a reasonable person, indicate the information is sensitive commercial information or information of a kind which, if disclosed to third parties, could or might cause us loss or damage (including damage to reputation);d) financial information regarding accounts rendered, income, debts, profits, salaries and wages paid, assets and liabilities and bad debts;e) supply and service information regarding goods or services supplied and the name and address of clients and customers to whom goods or services are being supplied;f) terms of supply or service contracts or particular transactions;g) personnel information regarding personal or medical histories, compensation, terms of employment; andh) client/customer information including existing and/or prospective clients or customers, particular client or customer transactions, proposals or agreements with clients or customers, the state of client or customer accounts. <p>but does not include:</p> <ul style="list-style-type: none">i) information that is publicly available, unless the information has only become publicly available because of a breach by you of your obligations of confidence to us; orj) disclosures of our confidential information that is legally required, provided you have made reasonable attempts to avoid disclosure and have given us reasonable opportunity to protect our interest in the information.
Consultants	any of our employees or independent contractors engaged to deliver a service to you.
CPI	Consumer Price Index.
Engagement	<p>the placement of one or more of our Consultants to perform work at your premises or anywhere else specified by you on the terms and conditions set out in this document and on the following bases:</p> <ul style="list-style-type: none">k) to complete a specified task, project or other outcome as defined by you (Fixed Price Engagement); orl) for a fixed period (Resource Engagement).
GST	GST as that term is defined in the GST Law, and any interest, penalties, fines or

	expenses relating to such GST;
GST Law	where the context requires or permits, the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and/or associated Commonwealth legislation, regulations and publicly-available rulings;
Quote	a written document outlining the: <ul style="list-style-type: none">m) scope of the services a Consultant will perform to complete an Engagement;n) cost or method of determining the cost of completing an Engagement;o) period of the Engagement, including the dates on which a Consultant will start and complete an Engagement; andp) place where the Engagement will be performed.
Tax Invoice	a document that complies with the requirements of the GST Law for a tax invoice.
Travel	Travel to destinations outside of a 50km radius of Brisbane may incur additional reasonable costs to be agreed with the client prior to expenditure.
You or your	means the client party entering into the agreement with Clarity Business and IT Solutions Pty Ltd
We, us or our	means Clarity Business and IT Solutions Pty Ltd.

Interpretation

In this document, unless the contrary intention appears:

- a. a reference to:
 - i. this document or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;
 - ii. any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments, re-enactments or replacement of any of them;
 - iii. a person, firm, corporation, association or government body includes any other of them;
 - iv. a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a party by novation) and assigns;
 - v. a time is a reference to Brisbane time (Australian Eastern Standard Time (AEST)) unless otherwise specified;
 - vi. a right includes a benefit, remedy, authority, discretion and power;
 - vii. the singular includes the plural and vice versa;
 - viii. headings shall not affect the construction;
- b. if the day on which:

- i. anything, other than a payment, is to be done is not a Business Day, that thing shall be done on the preceding Business Day; and
- ii. a payment is to be made is not a Business Day it shall be made on the next Business Day but if the next Business Day falls in the next calendar month it shall be made on the preceding Business Day;

if an act is required to be done on a particular day and the act is done after 5.00pm on that day, it will be deemed to have been done on the following day;

where two or more persons are defined as a party to this document that term means each of the persons jointly, each of them severally and any two or more of them jointly; and

an agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

Application

This document:

- a. applies when you accept our Quote for an Engagement; and
- b. becomes effective when you return a signed copy of this document to us or accept one of our Consultants to perform an Engagement after having received a copy of this document.

Provision of Services

We will provide you with a written proposal or quote for each Engagement.

The Proposal/Quote will lapse if you do not accept it in writing within 7 days of receiving it.

Once accepted, any changes to the Proposal/Quote must be detailed and agreed in writing with a minimum of 14 days notice and signed by us and you.

We reserve the right, in our reasonable discretion, to:

- a. determine which of our Consultants will perform an Engagement; and
- b. replace or reassign such Consultants.

An Engagement will be completed by a Consultant using your Quality Assurance (QA) processes. If we need to provide any additional QA processes, we will agree with you on a rate at which we will provide these processes.

Relationships

Nothing in this document constitutes a relationship between us and you of employer and employee, principal and agent, partnership or joint venture. Neither of us has the right to bind the other in contract or otherwise.

Invoices and Payment

In relation to a Fixed Price Engagement, we will issue you with a Tax Invoice for the work performed by our Consultant within 7 days of them completing the Engagement.

Payment is due 7 days after receipt of the Tax Invoice.

We may charge you for all reasonable expenses incurred in connection with any late payment by you, including interest at the prime lending rate of our principal banker calculated daily on the total amount outstanding.

If you have any dispute with any invoice that we issue to you:

you must raise that dispute with us as soon as reasonably possible and in any event within 7 days of the date of the invoice;

- a. you must pay any undisputed amount of the invoice; and
- b. we will conduct a prompt investigation and advise you of our findings.

If we and you are unable to resolve any dispute either party may commence proceedings or take such other actions as they consider appropriate.

Unless otherwise stated, any amount invoiced by us is exclusive of GST and you must pay an additional amount equal to the GST, as specified in the Tax Invoice.

Our Responsibilities

While our Consultants are completing the Engagement, we are responsible for:

- a. the payment of all amounts due to our Consultants under any relevant industrial legislation, industrial instrument, contract or other agreement;
- b. payment of an amount of superannuation to avoid the imposition of a charge under relevant legislation;
- c. if our Consultant is an employee, the payment of all relevant leave entitlements;
- d. subject to this document, the deduction of all appropriate taxation, including but not limited to income tax, fringe benefits tax and payroll tax;
- e. Consultants' compensation under applicable legislation, unless the legislation provides that you are responsible for it; and
- f. such other matters or things as may be agreed between us and you and which are recorded in writing.

Your Responsibilities

You must:

- a. provide all the space and equipment necessary for our Consultants to complete an Engagement;
- b. provide access to any of your staff and resources necessary for our Consultants to complete the Engagement, as well as any other information or assistance that our Consultants may require;
- c. not request our Consultants to perform or participate in any work or use of any equipment with which they are unfamiliar or in respect of which they are unqualified or have not received adequate training;
- d. supervise, instruct and direct our Consultants at all times they are performing the Engagement;
- e. comply with your obligations to our Consultants under relevant legislation, including legislation relating to workplace health and safety, discrimination and harassment;

- f. maintain a safe work environment and safe system of work and establish safe work practices and comply with our reasonable requests to ensure the workplace health and safety of our Consultants;
- g. provide induction and training to our Consultants that is specific to your workplace and needs;
- h. inform our Consultants and us promptly of any unusual workplace risk or practice or of any change in safety conditions that may present a hazard to our Consultants;
- i. provide us, on request, with evidence of the currency and suitability of all insurances, statutory indemnity or self insurance arrangements that extends cover to our Consultants;
- j. notify us immediately of any event that may give rise to a claim under any insurance policy, statutory indemnity or self insurance arrangement that relates to our Consultants, whether such policy, indemnity or arrangement be held or established by you or by us;
- k. forward to us promptly written notification of any workplace incident that may give rise to a claim by, against or involving our Consultants;
- l. abide by any laws that cast upon you any obligation to do, or refrain from doing, anything or to make or pay any payment, deduction, premium, levy, allowance, compensation, damages, interest or costs in respect of or in connection with the engagement of our Consultants under this document or any work done by them during the Engagement; and
- m. release us from and keep us indemnified against all claims which you or any other person claiming through you now have or has or might have in the future, in respect of our liability for any damages, loss or injury to or death of our Consultants, or any other person, to the extent that our liability is required by law to be covered by insurance or other suitable and permissible statutory indemnity or self insurance arrangement, or if not so required is not covered thereby.

Confidential Information

We and you agree to keep the other party's Confidential Information confidential. You agree that you will:

- a. not, without our permission, disclose or use our Confidential Information;
- b. take all reasonable action that we ask you to take, at any time, to protect our interest in our Confidential Information;
- c. in relation to any disclosure of our Confidential Information allowed under this document – only disclose the information where you know that the recipient has express obligations of confidence to us in relation to the information, in a form we have expressly approved.

Intellectual Property Rights

You own the intellectual property rights in any data relating solely to you and that is provided by you to us. You grant us a non-exclusive licence to use your intellectual property rights for the purpose of our Consultants completing the Engagement.

All other materials, information, know how, systems, processes and technology of any nature that is created or used in connection with this document will be owned by us.

We grant you a non-exclusive and non-transferable licence to print, distribute and copy any materials provided by us as part of the Engagement, for your internal use or for use relating directly to your business. This licence does not extend to third party contractors that you may use nor does it extend to other business entities or connections which may be in existence as part of your Company structure.

Termination

An Engagement will end on the date specified in the Quote, unless otherwise agreed by you and us. However, either you or we can terminate an Engagement without notice by giving written notice to the other party for reasons that include but are not limited to:

- a. a breach of the terms and conditions set out in this document; or
- b. failure to pay any amounts outstanding to us.

On termination by either party for any reason:

- a. You or we must, provide a minimum of 14 days written notice to the other party: and
- b. you and we must, if requested by the other, return all Confidential Information of the other party or, if not requested, destroy such Confidential Information; and
- c. the accrued rights and obligations you and we have are not affected.

If you terminate an Engagement other than as provided for in this document, you agree that you will indemnify us and keep us indemnified for any liability, damages, compensation, expenses or costs that we may incur as a result of any proceedings which may be commenced or claims that may be made by one of our Consultants arising out of or in any way related to the termination of the Engagement.

Indemnity

You agree to indemnify us and keep us indemnified for any liability we may have or any damages, expenses, costs, compensation or penalty that we may have to pay any party for any:

- a. act or omission of a Consultant, including loss, damage or injury caused by any negligence, contributory negligence or deliberate act of a Consultant, in the course of or in connection with the Engagement;
- b. breach by you of your obligations under this document;
- c. act or omission by you or any of your employees, agents or servants, including without limitation any act or omission that may contravene the provisions of any equal opportunity or anti-discrimination legislation;
- d. failure or alleged failure of a Consultant to perform the Engagement;
- e. personal injury or death of a Consultant or any other person whatsoever or howsoever arising from or related to the performance of the Engagement by a Consultant.

General

This document is the entire agreement and understanding between you and us on everything connected with its subject matter and supersedes any prior agreement or understanding on anything connected with that subject matter.

This document and a Quote can only be varied in writing and must be signed by us and you.

If we do not take action to enforce or require strict or prompt compliance with our obligations under this document, this will not affect or in any way limit our rights to exercise remedies we have in respect of any breaches.

If anything in this document is unenforceable, illegal or void then it is severed and the rest of the document remains in force.

The law of Queensland governs this document. You and we submit to the non exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia and agree that any lawsuit must be heard in those courts.

You and we may not assign any of our rights and interests under this document without mutual consent.