



OZMATE CONSULTANT PTY LTD

General Terms and Conditions of Engagement

1.1 DEFINITIONS

Unless the context otherwise requires

- **Agreement** means these General Terms and Conditions of Engagement.
- **Client** means the person or organisation identified in the Proposal for whom Ozmate Consultant Pty Ltd will perform the Services.
- **Consultant** means Ozmate Consultant Pty Ltd (ABN 80 655 221 275) and includes its officers, employees, and authorised subcontractors.
- **Fee** means the amount stated in the Proposal, payable to the Services as adjusted under this Agreement.
- **Proposal** means the document, quotation, or schedule issued by the Consultant to the Client describing the Services and applicable Fees.
- **Services** means the consulting or professional services described in the Proposal, as amended by agreement in writing.
- **Words** in the singular include the plural and vice versa; monetary amounts are expressed in Australian dollars.

1.2 SERVICES

- The Consultant agrees to perform the Services in a professional manner, exercising due skill, care, and diligence expected of a competent and experienced consultant.
- The Consultant will use appropriately qualified personnel to perform the Services within the agreed timeframe or as otherwise arranged in writing.
- The Client must provide the Consultant with reasonable access, information, and cooperation necessary to perform the Services effectively.

1.3 COMPLIANCE

Each party must comply with all relevant Australian laws and regulations applicable to the performance of this Agreement, including those relating to workplace health and safety, the environment, and privacy.

1.4 PAYMENT

- The Client must pay the Consultant the Fee and any reimbursable expenses as outlined in the Proposal.
- Unless otherwise stated, all amounts are exclusive of GST. The Client must pay GST in addition to the Fee.
- The Consultant may issue invoices monthly in arrears or as specified in the Proposal.
- The Client must pay all valid tax invoices within 30 days of receipt, without set-off or deduction.
- Any variation to the agreed Services must be confirmed in writing, and the Fee and timeframe will be adjusted accordingly.



1.5 INSURANCE

The Consultant maintains professional indemnity and public liability insurance appropriate to the nature of the Services. Certificates of currency can be provided upon request.

1.6 LIABILITY

- The Consultant's total liability to the Client, whether in contract, tort (including negligence), or otherwise, is limited to the total Fee payable under this Agreement.
- The Consultant will not be liable for any indirect, consequential, or special loss, including loss of profit, revenue, or business opportunity.
- The Client must take reasonable steps to mitigate any loss or damage arising from the Services.

1.7 DOCUMENTS AND CONFIDENTIALITY

- Intellectual property in deliverables prepared under this Agreement remains the property of the Consultant until full payment is received, at which time ownership transfers to the Client.
- Both parties must keep confidential any information received in connection with the Services, except where required by law or with the other party's consent.
- Neither party may disclose or allow reliance on the deliverables by any third party without written consent.

1.8 TERMINATION

- Either party may terminate this Agreement by giving 30 days' written notice.
- Either party may terminate immediately by written notice if the other party breaches this Agreement and fails to remedy the breach within 14 days of receiving written notice.
- Upon termination, the Client must pay the Consultant for all Services performed up to the termination date, including any approved expenses.

1.9 DISPUTE RESOLUTION

If a dispute arises, the parties must first attempt to resolve it in good faith through direct discussion. If unresolved after 10 working days, either party may pursue other remedies available under Australian law. This does not prevent the Consultant from taking legal action to recover unpaid fees.

1.10 GENERAL

- The Consultant may subcontract portions of the Services but remains responsible for their proper performance.
- This Agreement is governed by the laws of Australia, and both parties submit to the jurisdiction of Australian courts.
- This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements.
- Any amendment must be in writing and signed by both parties.
- If any provision is found invalid or unenforceable, the remainder of the Agreement remains in full effect.
- This Agreement may be executed electronically and in counterparts.