

This document together with the attached Client Registration form the Contract between the client (referred to as 'The Client') and Half Day PA (referred to as 'We', 'Us' and 'Our' and 'Half Day PA').

1 Confidentiality

1.1 General

- 1.1.1 To afford the maximum protection to your confidential interests, all employees of Half Day PA are employed under a service contract which contains a clause strictly forbidding the unauthorised disclosure of information.

2 Services

2.1 General

- 2.1.1 We will provide the services described in the attached Proposal/Brief/Quote and any subsequent Client Registration.

- 2.1.2 Our work will be based solely on the information provided, the circumstances made known to us and the assumptions set out in our correspondence. We rely on you bringing to our attention as soon as possible any changes in the information as originally presented as it may impact on our advice, design and development work.

2.2 Time Scale

- 2.2.1 We will use our best endeavours to carry out our obligations in accordance with the time scales set out in the Proposal/Brief/Quote or Client Registration or as otherwise agreed. However, unless both of us specifically agree otherwise in writing, the dates contained in the Proposal/Brief/Quote or Client Registration or otherwise advised are indicative dates intended for planning and estimating purposes only and are not contractually binding.

2.3 Changes to Services

- 2.3.1 Either of us may request changes to the services to be provided or changes to any other aspect of the Terms of Business but no such changes take effect unless agreed in writing. Both of us agree to work together to enable both parties to assess the impact of any requested changes on the cost, timing or any other aspect of the services.

3 Information

3.1 General

- 3.1.1 You agree to provide in a timely fashion all information and documents reasonably required to enable us to provide the services. Unless otherwise stated in the Proposal/Brief/Quote or Client Registration, we will not independently verify the accuracy of such information and documents and we will not be liable for any loss or damage arising from any inaccuracy or other defect in any information or documents supplied by you.

4 Documents

4.1 General

- 4.1.1 It is our practice to destroy documents belonging to us after they are more than three years old. Your acceptance of these terms includes your consent for us to destroy any documents that strictly belong to you which have been filed amongst our own papers.



5 Reporting

5.1 General

5.1.1 We will report to you in accordance with the terms set out in the Proposal or Client Registration. You may make copies of any reports, specifications, documentation and designs for your own internal use but you must not provide these or copies of them to any third party without first obtaining our written consent. Such consent will only be granted on the terms we deem appropriate which will include that we accept no duty or responsibility to any other party who may seek to rely on our report. In some cases appropriate releases from third parties may be required.

5.2 Intellectual Property

5.2.1 Intellectual property rights in all designs, documentation, systems, materials, methodologies, processes and specifications developed in the course of the assignment shall remain and be vested in Half Day PA. All such designs, documentation, systems, materials, methodologies, processes and specifications may not be used for any other purpose than that for which they were originally commissioned.

6 Exclusivity

6.1 General

We will not be prevented or restricted by anything in this Contract from providing services for other clients.

7 Communications

7.1 E-mail

During our performance of the Services we may wish to send messages and/or documents to each other by e-mail. As e-mail carries with it the possibility of inadvertent misdirection, or non-delivery of confidential material, unless you notify us otherwise you consent to the use of e-mail in accordance with clause 9.2.

7.2 Procedure

Where messages are sent by e-mail, we will adopt the following procedures and require you to do likewise:

7.2.1 If sending a confidential e-mail message, the sender will indicate if a response is not wanted in an electronic form. All risks connected with sending by e-mail commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

7.2.2 Both parties will carry out procedures to protect integrity of data, in particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

7.2.3 Where any documents are too large to send electronically via email, Half Day PA will endeavor to transmit via DropBox or by posting a USB stick to client.

8 Fees and Payment

8.1 How fees will be calculated

8.1.1 Fees for the Services will be charged on the basis set out in the Fees & charges. Our fees will reflect time spent and such other factors as complexity, monetary values involved, specialist input required and the urgency of the matter. Goods and services tax ("GST") at the prevailing rate will be added to and forms part of our fees, if applicable.



8.1.2 Our total fees or hourly rates and, where applicable, out of pocket expenses (our "Billings") are based on the currently applicable GST rate or otherwise negotiated.

8.2 Expenses

8.2.1 All charges are exclusive of expenses unless the Proposal/Brief/Quote or Client Registration states otherwise. We will charge you out of pocket expenses including reasonable travel and document handling costs (photocopying, printing, fax and courier, etc) incurred in connection with the services plus a 15% handling fee which is not applicable to any travel costs. The charges will be calculated as the amounts incurred by us (net of any applicable GST input tax credit to which we are entitled) plus GST as applicable. Any special expense arrangements will be agreed and set out in the Proposal/Brief/Quote or a separate Client Registration.

8.3 Payment of invoices

8.3.1 Unless specifically agreed otherwise, your obligation to pay us fees and expenses to which we are entitled will not arise until we have issued a fee account to you. Where an amount for GST is stated to be a component of the fees and expenses, our fee account will comply with the law specifying what a "tax invoice" is for GST purposes.

8.3.2 Our payment terms are set out in the Fees & charges or Client Registration. All invoices will be due for payment within 7 days of issue. We retain the right to charge a commercial rate of interest on accounts which are overdue by more than one month.

9 Term and Termination

9.1 Duration of Contract

9.1.1 This Contract will apply from the commencement date stated in the Proposal/Brief/Quote or Client Registration, if any, or where no commencement date is specified, from the date of acceptance of the Contract as specified in the Proposal/Brief/Quote or Client Registration.

9.2 Termination

9.2.1 The Contract may be terminated by either party by written notice if either party fails to remedy a material breach of these Terms of Business. Otherwise the contract may be terminated by either party provided 30 days written notice of such termination is given or at the discretion of the director.

10 Liability

10.1 We will use reasonable skill and care in the provision of the Services to The Client as set out in the Proposal/Brief/Quote or Client Registration.

10.2 To the extent permitted by law, Half Day PA excludes all warranties, conditions or terms, other than those expressly set out in these terms and conditions including, but not limited to, all warranties, conditions or terms implied in fact or by law. Nothing in this clause 7 has the effect of excluding, restricting or modifying any non-excludable statutory condition, warranty, guarantee, right, remedy or other benefit that is preserved for The Client by the Trade Practices Act 1974 (Cth) (or any other legislative provision).

10.3 In all instances, other than as set out in clauses the total aggregate liability of Half Day PA to The Client for loss, injury or damage (including indirect and consequential loss or damage), caused by, or resulting from, or in relation to, the Services, including whether arising from breach of contract, negligence, or any other tort, in equity or otherwise, and whether or not we were advised of the possibility of such loss or damage, is limited to the amount disclosed in the Proposal/Brief/Quote or Client Registrations.

11 Privacy of Personal Information

11.1 General

We acknowledge and are committed to maintaining appropriate standards to ensure the security and integrity of personal information consistent with the concerns of Privacy Act 1988 ["The Privacy Act"]. To this end, Half Day PA warrants that the transfer, storage and disposal of personal information shall be undertaken solely for the performance of the Services and those reasonably incidental thereto and not for any other purpose whatsoever.

You should be aware that disclosure by you of personal information to us in the course of our engagement is similarly subject to the Privacy Act. Accordingly the Services are provided on the basis that you will only disclose personal information about an individual to us:

- 11.1.1 for a purpose related to the performance of the Services;
- 11.1.2 provided you have made all disclosures required under the Privacy Act;
- 11.1.3 provided you have obtained any consents required under the Privacy Act; and
- 11.1.4 provided to do so would not otherwise breach the Privacy Act.

As we rely on you to fulfill these obligations you will indemnify us against any claim, loss or expense resulting from your failure to make any disclosure or obtain any consent required under the Privacy Act or otherwise to comply with the Privacy Act.

If the performance of the Services requires a third party to supply personal information to us on your request, it is your obligation to ensure that the third party complies with clauses 11.1.1 to 11.1.4 above and you will indemnify us against any claim, loss or expense resulting from that party's failure to do so, or to otherwise comply with the Privacy Act.

12 Force Majeure (unavoidable accident or occurrence)

12.1 General

We shall not be liable for any delay or failure to perform its obligation if such failure or delay is due to force majeure being any act, omission or circumstance over which we could not reasonably have exercised control.

12.2 Delay

We shall notify the client as soon as practicable of any anticipated delay due to force majeure. The performance of our obligations under this agreement shall be suspended for the period of delay due to force majeure.

13 General

13.1 Entire Agreement

This Contract comprising the Proposal/Brief/Quote or Client Registration and Terms of Business forms the entire agreement between us relating to the services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral.

13.2 Proposal/Brief/Quote to take Precedence

In the event of any conflict between these Terms of Business and the Proposal/Brief/Quote or Client Registrations, the Proposal/Brief/Quote or Client Registration will take precedence.

13.3 Assignment

Neither party may, nor have the power to, assign or otherwise deal with its rights or obligations under this Contract without the prior written consent of the other party, except that we may without consent assign or this Contract to a successor of the business of which this Contract relates.

Client

Gail Lockyer – Half Day PA

Date _____

