



TERMS OF SERVICE

Below outlines the Terms of Service from The Administration Agency.

The Administration Agency will:

- (a) to the best of the Contractor's ability and knowledge;
- (b) in accordance with reasonable technical directions given by the Client to the Contractor;
- (c) act in compliance with all applicable standards, awards, laws and regulations.

2. SERVICES. The Administration Agency is a service-based business that helps business owners, creatives and professionals.

We are not developers or designers but coordinate all necessary work, team/s, designers, developers, contractors and businesses that are needed to complete your project.

We are responsible for managing the project and doing work needed to hand over projects to business owners once the project is completely paid for and completed, keeping projects to timelines and budget.

3. CONSULTATION. Our aim is to help business owners understand how they can effectively coordinate or use virtual administration services to help build systems and processes on different platforms. We cannot guarantee that you will make money with what we advise, it is up to the client to decide what is best for their business and their decision to implement what we suggest. Any meetings/consultations beyond our initial 15-minute strategy call will be charged as hours in your package. Any additional consultations will be charged at \$100/hour + gst.

4. QUOTATIONS/PROPOSALS/CHANGE TO SCOPE OF WORK

All quotes/proposals are valid for 14 days only. All prices are excluding GST unless otherwise stated and in AUD. Any additional work outside the terms of the quote/proposal will be charged at an hourly rate. Any changes to the proposal or requests for additional services will require a variation agreement to be signed acknowledging the new scope of work and new pricing. On the odd occasion, there may be times where extra payments are needed for Items that come up are outside scope. It is the client's responsibility to pay these invoices immediately to ensure the projects move forward.



5. **PAYMENTS/FEE FOR SERVICES.** Payment terms are 7 days. Late fees can be incurred if your invoice remains outstanding for more than 7 days. Any large projects over \$1,000 require a 50% deposit prior to commencing work. Any projects under \$1,000 must be paid upfront.

6. **COMMUNICATION.** The Administration Agency is a virtual administration business and therefore, most of the communication will be performed via email to keep track of any specific requirements & any changes required. We are contactable between 9 am-5 pm Monday to Friday. Email is our preferred method of communication.

7. **TURNAROUND TIMES.** The Administration Agency will make every effort to meet deadlines. All quoted turnaround times are approximate. The Administration Agency will not be held liable for any costs resulting from late artwork, websites, or integrations as a result of outside circumstances. We will make every effort to communicate when such events happen.

8. **TERM/TERMINATION.** This agreement may be terminated by either party at any time by giving to the other not less than 14 days notice written notice. In the case of termination, the Client will pay the Contractor for all services accrued up to and including the date of termination immediately upon receipt of a Tax Invoice.

9. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the Contractor is and shall remain an independent contractor with respect to the Client and not an employee of the Client and cannot bind the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor. The Contractor and the Client agree to the following rights consistent with an independent contractor status:

(a) The Contractor has the right to perform services for others during the term of this Agreement.

(b) The Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

(c) The Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

(d) The Contractor or the Contractor's employees or subcontractors shall perform the services required by this Agreement; the Client shall not hire, supervise or pay any assistants to help the Contractor.

(e) Neither the Contractor nor the Contractor's employees or subcontractors shall receive any training from the Client in the skills necessary to perform the services required by this Agreement.



(f) The Client shall not require the Contractor or the Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

10. SERVICE WAIVER. The Client hereby agrees that all materials furnished to the Contractor are owned by the Client, or that the Client has permission from the rightful owner to use such materials, and will hold harmless, protect, and defend the Contractor from any claim or suit which may arise from the use of such materials.

11. WORK PRODUCT OWNERSHIP. The Contractor presently assigns to the Client all existing and future intellectual property rights in all inventions, models, designs, drawings, plans, reports, proposals and other materials (collectively the "Work Product") created or generated in whole or in part by the Contractor in connection with the performance of the Contractor's obligations under this Agreement (whether alone or with the Client, its other employees or contractors) for use by the Client. Upon request, the Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

12. CONFIDENTIALITY. The Contractor will not at any time disclose to any third party any information that is identified as confidential by the Client. The Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and supersedes any and all previous representations, warranties, undertakings, and agreements.

14. ASSIGNMENT. Either the Contractor or the Client may assign its rights and may delegate its duties under this Agreement.

15. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has the authority to enter into contracts on the other's behalf.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

17. NOTICES. Any notice may be given by delivering it to the other party at the above address, or by email, or otherwise allowed by law.

18. DELIVERY. The parties may agree on a timetable for delivery of the Services, which also forms part of this Agreement. Delivery preferences consist of email, electronic document storage programs (Dropbox, Google Drive), pick up/drop off, standard mail, Express Post-delivery, courier services. There will be no charge for electronic or email delivery. The



client is responsible for any Australia Post charges, including Express Post-delivery, Air Mail, and courier charges.

19. RESPONSIBILITY. The Contractor strives to provide error-free work. Typographical errors or mistakes which are clearly the fault of the Contractor will be corrected at no charge. Client revisions will be charged at the rate set out in clause 2 hereof. Final proofreading is the responsibility of the Client. The Contractor is not responsible for any loss due to clerical errors on our part missed by the Client.

20. CHOICE OF LAW. The applicable law to the Agreement and to disputes arising out of the subject matter of this Agreement is the law of New South Wales, Australia. The parties to this agreement agree that any disputes, negotiations and remedies shall be dealt with in accordance with the laws of the state of New South Wales

21. PAYMENT GUARANTEE. The Client guarantees to the Contractor the due and punctual payment of any sum payable by the Client, all money due to the Contractor. Payment may be made by direct deposit to the Contractor's bank account, or online credit card payment as outlined on Contractor's invoices. In the event that your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred if the debt is collected in full, including commission on a collection of the additional costs and also including legal demand costs. Unless otherwise agreed, all monetary amounts referred to in this agreement are in AUD.

22. REFUNDS. We do not provide refunds for our services. This includes if you:

- a) change your mind
- b) fail to clearly explain your needs to us
- c) fail to provide all aspects and details including content, access and other information relevant to your project
- d) insist on the service being performed in a way that is against our advice