

# **Standard Consultancy Terms & Conditions**

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# Standard Services Agreement

This document has been written in plain English. If a word has a special meaning it is written in **bold** writing and the first time it is used its meaning is explained in the footnote.

## Background

These are **Our**<sup>1</sup> standard terms and conditions upon which we provide our consultancy services to **You**<sup>2</sup>.

By engaging **Us** and providing **Us** with instructions **You** agree to these standard terms and conditions unless **We** have executed a separate written agreement with **You**.

## Clause 1 How we will charge You

**We** will charge according to the number of hours each person works on the matter, with periods of less than one hour charged proportionately.

The current hourly rates for the persons initially involved in this matter are set out in **Our Rate Schedule** which is available upon request from **Us**.

These rates are reviewed from time to time, usually annually, and may change. **We** will tell **You** of any changes as soon as practicable after a change occurs.

## Clause 2 Disbursements and other charges

All other necessary and proper disbursements will be incurred by **Us** on **Your** behalf.

**You** will also be required to pay **Us** all necessary and proper costs and disbursements incurred in the handling of **Your** matter. These will be incurred by **Us** on **Your** behalf, but must be repaid by **You** at the conclusion of the matter or on demand by **Us**.

## Clause 3 Payment of Our charges

Immediately upon request **You** must pay such amounts as are properly invoiced for **Our** professional fees, disbursements and other costs plus any GST that may be payable.

Interim bills of costs will usually be given at the end of each month and a final bill of costs will be given at the conclusion of the matter. Accounts are payable upon receipt by **You**.

The account will be a tax invoice and briefly describe the work **We** have done. If **You** require an itemised account, you must request this within fourteen (14) days after **You** receive the account.

## Clause 4 Copyright

Copyright in documents prepared by **Us** remains our property. **We** reserve the right to retain copies of all documents that come into **Our** possession.

<sup>1</sup> **Our, We, Us** and similar words mean **Kirchmann Management Consultants Pty Ltd** (ABN : 34 837 287 161) of 45 Alicudi Ave. South Frankston Vic. Australia 3199 Tel : 03 9787 9100 Fax : 03 9787 9467 trading as **KMC Health Care**.

<sup>2</sup> **You, Your** and similar words mean the organisation providing **Us** with instructions.

## Clause 5 Ending Our Engagement

**You** may end **Our** engagement by giving **Us** written notice at any time. If **You** do this, **You** must pay **Our** costs up until that time.

**We** may end **Our** engagement by giving **You** written notice at any time. If **We** do this, **You** must pay **Our** costs up until that time.

It is possible that circumstances may arise which make it impossible for **Us** to continue to act for **You**. If this happens, **We** will contact **You** immediately.

## Clause 6 Limited Liability

In the event that **We** are held to have breached any provisions of this agreement or otherwise to be liable to pay **You** an amount of money that amount is hereby expressly limited to the re-payment of any monies previously forwarded by **You** to **Us** pursuant to this agreement and **We** cannot be held liable for any consequential loss suffered by **You** for any reason whatsoever. We make no representations or warranties as to the likelihood of the success of any proposed submissions or recommended courses of action.

## Clause 7 Negation of Employment, Partnership and Agency

**We** will not represent **Ourselves**, and will ensure that **Our** officers, employees, agents or subcontractors do not represent themselves, as being officers, employees, partners or agents of **You**.

**We** will not by virtue of this agreement be or for any purpose be deemed to be an employee, partner or agent of **Yours**.

## Clause 8 This Agreement

This agreement will be subject to Victorian law. **We** will ensure that the work done under this agreement complies with Victorian laws.

A waiver by **You** or **Us** of any breach of any condition or provision of this agreement is not a waiver of any other or subsequent breach.

Neither **You** nor **Us** will assign rights under this agreement or enter into any arrangement that will require novation of this agreement without the prior written approval of the other.

All notices take effect when they are received<sup>3</sup>.

This agreement is the entire agreement between the **You** and **Us** and supersedes any prior agreements with respect to the subject matters of this agreement and all amendments to the agreement must be made in writing.

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<sup>3</sup> In this document the word **receive** includes actually receiving the notice and also being deemed to have received the notice. A notice is deemed to have been received :

- if it was posted, at the end of two business days after the date of posting; and
- if it was a facsimile, at 12 noon on the next business day after it was transmitted, and
- if it was an email, at 12 noon on the next business day after it was transmitted, and

business days are those days on which Victorian banks are open for business.