



## ADV - CLIENT AGREEMENT

Dear \_\_\_\_\_ (Client),

RE: BUSINESS WRITING AND GRAPHIC DESIGNS

Our cost estimates and terms for Email Management work are as follows:

1. **Offer**

- 1.1.1 This document is an offer to do email management work for you. The work you have asked us to do is described in:
  - 1.1.2 The Schedule to this agreement
  - 1.1.3 Our covering letter and proposal
  - 1.1.4 All Terms and Conditions published on the website
- 1.2 If you accept this offer you will have entered into a contract for our services. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. Acceptance may be made in any one of the following ways:
  - 1.2.1 Signing and returning a copy of this document;
  - 1.2.2 Giving us instructions (asking us to do work) after receiving this document.
- 1.3 Our contract with you is made up of the following documents which work together as one contract:
  - 1.3.1 All terms and conditions;
  - 1.3.2 Our covering letter; and
  - 1.3.3 Any proposal, estimates, and timetables referred to in our covering letter.

2. **Acceptance**

This offer and the costing and timetable that relate to it remain open for acceptance for 14 days. After that time, we may still agree to do work for you, but the terms may change. If the commissioning of the project does not take place within that 14-day period, the ADV reserves the right to adjust its quotation in the light of possible costs and other changes in the interim period.

3. **Interpretation**

- 3.1 Headings to clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate;
- 3.2 'ADV' means Admin and Designs by Vicky and also includes the Key Person, any employee, servant, sub-contractor, associate, partner, or officer of Admin and Designs by Vicky.
- 3.3 'Key Person' means the name of the contractor assigned to the matter or job.
- 3.4 'Intellectual Property' includes knowledge, technology, trade secrets, copyright, trademarks, or trade names.
- 3.5 The word 'person' means and includes a natural person, a company, a firm, or any other legal entity whether acting as a trustee or not.

- 3.6 References to 'we' and 'us' refer to the Admin and Designs by Vicky, Key Person, and any employee, servant, sub-contractor, associate, partner, director, or officer of Admin and Designs by Vicky.
- 3.7 References to 'you' are a reference to the Client.
- 3.8 All references to prices in this document unless otherwise stated refer to US Dollars.
- 3.9 All invoices will be billed to the client in their local currency converted from US Dollars.
- 3.10 When a party comprises two or more persons, their rights and obligations operate in respect of all of them jointly and severally.
- 3.11 This agreement applies to each party's legal personal representatives, successors, and assigns.
- 3.12 The singular includes the plural and vice versa.
- 3.13 A reference to one gender includes a reference to all other genders.

#### 4. **Term**

This Agreement commences on the date these terms are accepted by the client and continues until the end of the Term specified in the Schedule, or until otherwise terminated.

#### 5. **Payment Terms**

- 5.1 During the Term ADV will be paid by the Client in accordance with the fee structure in the Schedule, and the following terms:
  - 5.1.1 Pre-Payment. Client agrees to advance the full price before work commences.
  - 5.1.2 For calculation of work performance and deadlines, each day shall be considered to commence at 12:01am and end at midnight in the client's time zone.
  - 5.1.3 Any adjustments to the fee for the project (discounts or supplementary charges) will be incorporated in the final invoice.
  - 5.1.4 We will send you a bill of costs containing information on our professional fees and charges, disbursements, and expenses, including GST.
  - 5.1.5 All fee quotes are exclusive of GST unless otherwise stated.
  - 5.1.6 All invoices are due for payment within 3 days of the invoice date. If the due date falls on a weekend day, then the invoice will be due on the next working day thereafter.
  - 5.1.7 If our costs are not paid by the 5 days of invoice, we may charge you a \$10.00 late fee.
  - 5.1.8 If our costs are not paid within 28 days of invoice, we may charge you interest on the unpaid amount at the rate of 10% per annum.
- 5.2 The Client will provide suitable training to ADV workers and apprise them of all suitable knowledge and expectations required to perform the duties as agreed between ADV and the Client and will compensate ADV at the rate of \$10.50 per hour.

**6. Cancellation**

- 6.1 If Client wants to cancel the service within the first month or needs the service just for a month, a minimum of 14 days notice must be given.
- 6.2 In the event of the service being cancelled without sufficient notice, a cancellation fee being 25% of the prepayment will be charged. This amount is a bona fide pre-estimate of our liquidated loss in time spent setting up, preparation and administration before commencing work. The cancellation fee is separate from the charges for days worked.
- 6.3 In the event that you wish to cancel the service after a month, we will refund you for all unfulfilled days.

**7. Out of Pocket Expenses, Disbursements, and Charges**

- 7.1 We may incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf.
- 7.2 We will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as reasonably practicable. Such expenses may be paid directly by the Client or paid by the consultant and billed to the Client as a disbursement.

**8. Intellectual Property and Trade Secrets**

- 8.1 All rights, titles, and interests in any Confidential Information remain the exclusive property of the party to which it belongs as of the date of this agreement.
- 8.2 Either party may disclose information to:
  - 8.2.1 Their employees or agents; or
  - 8.2.2 Manufacturers, consultants, or other third parties so long as ADV obtains appropriate written confidentiality or non-disclosure agreements from such persons or entities prior to any such disclosure.
- 8.3 ADV may disclose its own confidential information, trade secrets, and intellectual property to the Client in the course of fulfilling its engagement. The ownership of such confidential information, trade secrets, and intellectual property remains vested in ADV.
- 8.4 Any intellectual property created for the Client vests in the Client. ADV has no interest, rights, or ownership in any knowledge, copyright, trademarks, or trade names of the Client, notwithstanding the fact that ADV may have created or contributed to their creation.
- 8.5 Any intellectual property created or developed during the term of this agreement that is not directly related to the work ADV is doing for the client, vests in ADV. The Client hereby waives any moral rights that the Client may have with respect to the Confidential Information or any knowledge, copyright, trademarks, or trade names of ADV, or created by ADV outside the scope of the work ADV has agreed to do for the Client. The Client will execute any instruments and do all other things reasonably necessary in order to vest more fully in ADV all ownership rights in those items referred to in this clause.
- 8.6 ADV warrants that all work performed for the client is ADV's own unique work and does not borrow from the work of any other entity regardless of copyright.

**9. Confidentiality**

- 9.1 The parties to this agreement jointly and each of them severally covenant with the Client that they or either of them individually will not during the term or after the termination of this Agreement:

- 9.1.1 Make public or divulge to any person, company, or other legal entity any trade secrets or any information concerning the business operations or finances of the other party or any of its dealings, transactions, or affairs; and
- 9.1.2 Do any act or thing whatsoever which may injure, impair or reduce or be likely to injure, impair or reduce the goodwill or reputation of the other party or its standing in the eyes of the public or any of its members.

10. **No Employment Relationship**

The staff/key person and the Client confirm that the staff/key person is not an employee of the Client and remains an employee of ADV.

11. **Termination**

11.1 We will not continue to do the Work: if you do not pay our bills; if you do not provide us with adequate instructions within a reasonable time; if you give instructions that are deliberately false or intentionally misleading; if you do not accept advice we give you; if we, on reasonable grounds, believe that we may have a conflict of interest, or if you indicate to us that we have lost your confidence; or for other just cause. We will give you at least 14 days notice of our intention to terminate our agreement, and of the grounds on which the notice is based.

11.2 Any party to this Agreement may immediately terminate this Agreement in the event of:

11.2.1 The winding up or bankruptcy of one of the parties;

11.2.2 The appointment of a receiver, liquidator, and/or manager in insolvency.

11.3 If the agreement is terminated, you will be required to pay the greater of:

11.3.1 Our administration/graphic design fees and disbursements for work done up to the date of termination.

11.3.2 The cancellation fee pursuant to clause 6.2 or 6.3 above.

11.4 We are entitled to retain possession of your papers and documents while there is money owing to us for our fees, charges, and expenses.

12. **Privacy**

You consent to our collection and use of personal information about you for the purpose of doing the work. You also authorize us to disclose such information where necessary to others in furtherance of the work you have asked us to do.

13. **Retention of Your Documents**

We will, on completion of the work, retain any papers you leave in our possession for no more than 7 years, on the understanding that we have your authority to destroy the file seven years after the date of our final bill.

14. **Benefit**

This document and those related to it are solely for the benefit of the Client. It may not be relied upon by, nor may any copy or extract be supplied to any other person.

15. **Disclaimer**

15.1 It is acknowledged that whilst ADV (and the key person) agree to exercise all due skill, care, and diligence in rendering the services to the Client, they take no responsibility for the actions of the Client and consequences following them, whether acting on the advice of ADV or not.

15.2 The Client indemnifies and releases ADV, the key person and their employees, contractors, representatives, and agents in respect of any claim, demand or action

commenced against the Client, ADV, or the key person or for which the Client is liable in connection with any loss or damage suffered in connection with this Agreement or the subject matter of this Agreement. Such loss or damage includes legal costs on a solicitor/client basis.

15.3 The indemnity provided in clause 15.2 above is continuing and irrevocable. It continues to have effect during and after the termination of this Agreement. The indemnity is enforceable against the Clients successors, assigns, and legal personal representatives notwithstanding their death, insolvency, the termination of this agreement, or any other event.

15.4 Any amendment or modification of this agreement or additional obligation must be in writing signed by each Party or an authorized representative of each Party.

16. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of South Australia.

**SCHEDULE**

1. **Client:**

2. **The Scope of Work:**

Understand Client's business, product, or service and communications goals with the end in view of conveying his message to his particular target audience with the utmost strength and efficiency a piece of writing or design can reach.

ADV is expected to learn and seek other materials, information, and competitive data about the Client's business or requirements necessary in the completion of the tasks.

Type of Material:

No. of Words / Size:

Other Description:

3. **Term:**

3.1 Commencement Date:

3.2 Completion Date:

4. **Fee Structure:**

5. **Payment:** All payments to ADV to be paid to the following account:

Account Name:	ADMIN AND DESIGNS BY VICKY
Bank:	Australia and New Zealand Banking Group Ltd (ANZ)
Swift Code:	ANZBAU3M
BSB:	015 450
Account Number:	155 527 093

