

1. Scope of Services

Procurement Insights provides consultancy services as agreed in writing with the client. Any additional work beyond the agreed scope requires written approval and may incur additional fees.

2. Fees and Payment

- Fees are outlined in the proposal or engagement agreement.
- Payment terms are 14 days from invoice date unless otherwise agreed in writing.
- Payments must be made in full and without deductions unless prior written consent is obtained.
- Late payments may incur a late payment fee of \$40 to cover administrative costs.
- Late payments may incur interest at 1.5% per month.
- Any costs associated with recovering overdue payments (including legal fees or debt collection charges) will be passed on to the client.
- All fees are exclusive of GST as applicable.

3. Client Responsibilities

- The client must provide accurate and timely information to enable service delivery.
- The client is responsible for decisions made based on consultancy advice.

4. Liability and Indemnity

- The consultancy is not liable for indirect or consequential losses.
- Liability is limited to [e.g., re-performance of services or fee refund].
- The client indemnifies the consultancy against claims arising from misuse of advice or services.

5. Intellectual Property

- Any reports, recommendations, or materials remain the property of the consultancy unless agreed otherwise.
- The client may use provided materials only for intended business purposes.

6. Confidentiality

- Both parties agree to maintain confidentiality of sensitive information.
- Disclosure may occur when required by law.

7. Termination

- Termination by Consultant: The Consultant reserves the right to terminate this Agreement at any time, with or without cause, by providing written notice to the Client at least thirty (30) days prior to the

intended termination date. Upon termination, the Consultant shall be entitled to receive payment for all services rendered and expenses incurred up to the date of termination.

- Termination by Client: The Client may terminate this Agreement only for cause, which includes but is not limited to, the Consultant's failure to perform the services as outlined in this Agreement, breach of any material term or condition of this Agreement, or any act of gross misconduct. The Client must provide written notice to the Consultant specifying the cause for termination and allow the Consultant a reasonable period to cure the breach or misconduct. If the Consultant fails to cure the breach or misconduct within the specified period, the Client may terminate this Agreement.
- Preservation of Rights: Notwithstanding any termination of this Agreement, the Consultant's rights to payment for services rendered and expenses incurred up to the date of termination shall be preserved. Additionally, any provisions of this Agreement that by their nature should survive termination shall remain in effect

8. Warranties

- Procurement Insights provides consultancy services with reasonable care, skill, and diligence in accordance with industry standards.
- We do not warrant that our services will lead to any specific financial, operational, or business outcome.
- Any advice or recommendations are given in good faith, but the final decision and responsibility rest with the client.
- We disclaim any express or implied warranties, except those that cannot be excluded under Australian consumer law.

9. Governing Law

These terms are governed by the laws of Western Australia, and disputes will be resolved within the jurisdiction of its courts.