V1.2 2023-05-08

Short-form general terms and conditions (the "Agreement")

1. "Parties" means:
   - Velvet Systems a company with offices at 3/300 Cullen Ave East, Eagle Farm, Qld, 4009, ABN 14 638 986 796 ("Velvet Systems");
   - The entity requesting the provision of services from Velvet Systems, agreeing to the terms and conditions of this Agreement, and executing this Agreement in hard-copy or electronically (the "Client").
2. The Parties agree to be bound by the terms and conditions contained in this Agreement from the date of execution until the Agreement is terminated. The Parties' obligations under section 23 (limitation of liability), section 24 (indemnity), and section 26.2 (payment) will survive the termination of this Agreement. No amendment or variation to this Agreement is to take effect unless it is in writing and signed by both Parties.
3. Upon execution of this Agreement the Client will appoint a person empowered by the Client to represent them and make decisions on their behalf (the "the Client Representative") and provide to Velvet Systems the Client Representative's name, telephone number, and email address.
4. "Services" means the performance of work by Velvet Systems for or on behalf of the Client, managed by Velvet Systems, supported by the Client as required and as agreed between the Client and Velvet Systems. Services includes the provision by Velvet Systems of hardware, software and other goods associated with the work.
5. "Level 1/2 Rate" means $150/hour including GST for Velvet Systems' provision of Services.
   5.1. The charge for remotely provided Services is calculated based on 15 minute increments. Each 15 minute increment or part thereof is billed at 0.25x the Level 1/2 Rate.
   5.2. The minimum charge for onsite Services is $300 including GST which includes the call-out/travel fee plus up to two hours onsite (the "Minimum Onsite Charge"). Time onsite over two hours is billed in addition to the Minimum Onsite Charge in 15 minute increments, with each 15 minute increment or part thereof billed at 0.25x the Level 1/2 Rate. If required, parking and tolls are in addition to the Minimum Onsite Charge.
6. "Level 3 Rate" means $180/hour including GST for Velvet Systems' provision of Services.
   6.1. The charge for remotely provided Services is calculated based on 15 minute increments. Each 15 minute increment or part thereof is billed at 0.25x the Level 3 Rate.
   6.2. The minimum charge for onsite Services is $360 including GST which includes the call-out/travel fee plus up to two hours onsite (the "Minimum Onsite Charge"). Time onsite over two hours is billed in addition to the Minimum Onsite Charge in 15 minute increments, with each 15 minute increment or part thereof billed at 0.25x the Level 3 Rate. If required, parking and tolls are in addition to the Minimum Onsite Charge.
7. "Ticket" means a request for Services made in Velvet Systems' work management system either directly by the Client or by Velvet Systems on the Client's behalf at the request of the Client Representative.
8. "Proposal" means Velvet Systems' provision of an estimate, quotation, charter, or proposal for Services to the Client.
9. Services will be provided to the Client based on one of the following:
   9.1. As requested in a Ticket.
   9.2. Velvet Systems assesses the Client's needs and provides a Proposal to the Client.
      9.2.1. The Proposal must be approved by the Client Representative prior to Services commencing.
      9.2.2. The Proposal may be provided to the Client verbally but will be confirmed in writing by Velvet Systems.
      9.2.3. All Proposals provided by Velvet Systems under this Agreement are valid for seven calendar days unless otherwise specified in the Proposal.
      9.2.4. the Client can approve the Proposal verbally, in writing or by submitting a purchase order to Velvet Systems. If approval is provided verbally by the Client, Velvet Systems will confirm the acceptance to the Client Representative by email.
      9.2.5. The Proposal and the Client's acceptance of the Proposal become a part of this Agreement and take precedence.
   9.3. For the first Services provided to the Client under this Agreement, if Velvet Systems will bill less than one hour for provision of the Services remotely or will bill the Minimum Onsite Charge for provision of the Services onsite, then the Client's execution of this Agreement authorises Velvet Systems to provide the Services without the need for following the Ticket process in section 9.1 above or the Proposal process in section 9.2 above.
10. Upon completion of the Services the Client will be notified by Velvet Systems.
11. Multiple Tickets and Proposals can result in the provision of Services. The value of all Services shall not exceed $10,000 unless the Client pre-pays for the Services.
12. This Agreement continues for 60 calendar days from the date of execution, or:
   12.1. If a Ticket is created prior to the 60 days and the Services relating to that ticket will occur wholly or partially after the 60 days then the Agreement continues until the Service related to the Ticket is complete.
   12.2. If a Proposal is provided to the Client and the Client accepts the Proposal prior to the Proposal expiry, and Services relating to that Proposal will occur wholly or partially after the 60 days then the Agreement continues until the Service related to the Proposal are complete.

13. This Agreement may be terminated earlier in writing by either Party. Upon termination of this Agreement, payment for all outstanding invoices becomes immediately due to Velvet Systems.

14. Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Velvet Systems' profession currently practicing under similar conditions.

15. The Client gives Velvet Systems permission to have remote access to the Client's systems to perform the Services and accepts the terms and conditions relating to the installation of or supply of any item purchased by Velvet Systems for the Client, or installed by Velvet Systems for the Client, or installed by Velvet Systems for Velvet Systems to perform the Services, including but not limited to end user license agreements and manufacturer's maintenance agreements.
16. This Agreement is the whole agreement between the Parties. The Parties expressly acknowledge that no representation or warranties have been given by either Party other than those contained in this Agreement.
17. This Agreement is governed by the laws of the state of Queensland and the Parties submit to the jurisdiction of the courts of that state.
18. If any provision of this Agreement is held to be unlawful, invalid, unenforceable, or in conflict with any rule of law, statute or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.
19. Velvet Systems may sub-contract any part of the Services.
20. Nothing in this Agreement will function to transfer any of either Party's intellectual property rights to the other Party.
21. "Confidential Information" includes technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, existing and/or contemplated products and services, research and development, production information, costs, profit and margin information, finances and financial projections, clients, marketing, and current or future business plans and models regardless of whether such information is designated as Confidential Information at the time of its disclosure. Velvet Systems agrees that it will not use any Confidential Information obtained from the Client during the performance of the Services for any purpose other than fulfilment of the Services or under obligation of the law or regulations.
22. Where required for the provision of the Services the Client must ensure Velvet Systems has physical and logical access to the Client's premises, devices and services, administration passwords and any passwords necessary to gain access to the Client's contracted third party provided devices or services, plus anything else reasonably requested by Velvet Systems to enable performance of the Services.
23. Limitation of liability:
    23.1. The Client agrees that all implied guarantees, conditions and warranties are excluded from the Agreement, except any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth)), which cannot by law be excluded (a "Non Excludable Condition").
    23.2. Velvet Systems will not, under any circumstances, be liable to the Client for any consequential loss, except where such loss cannot be excluded in respect of consumers under the *Competition and Consumer Act 2010* (Cth) or equivalent legislation.
    23.3. Velvet Systems' liability for a breach of any Non Excludable Condition is restricted, at Velvet Systems' option, to the re-supply of the Services; or
    23.4. If Velvet Systems is found to have any liability to the Client, to the maximum extent permitted by law (but subject always to the rights of the Client under the *Competition and Consumer Act 2010* (Cth) or equivalent legislation), the limit of Velvet Systems' total liability to the Client is to the monies paid to Velvet Systems by the Client under the Agreement.
24. Indemnity:
    24.1. The Client indemnifies and holds harmless Velvet Systems against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the Services where Velvet Systems has acted lawfully and without negligence.
    24.2. Without limiting the generality of the above, the Client agrees to indemnify Velvet Systems and its officers, employees, contractors and agents (the "Velvet Systems Indemnified") against any costs, expenses, losses (including consequential loss), damages and liability suffered or incurred by the Velvet Systems Indemnified arising directly or indirectly from the Client's breach of any Agreement and any negligent or unlawful act or omission by the Client in connection with the Services.
    24.3. Without limiting the generality of the above, the Client further agrees to indemnify Velvet Systems against any costs, expenses, losses (including consequential loss), damages and liability suffered or incurred by the Velvet Systems Indemnified arising directly or indirectly from a contract in force between them and a third party connected with the Services.
25. Velvet Systems will provide and pay for all necessary insurance required to carry out the Services including workers compensation, public liability and professional indemnity insurance.
26. Invoicing and payment:

26.1. The Client will be invoiced in Australian currency the amount agreed upon for the Services (plus parking and tolls if required to attend the Client's premises) by Velvet Systems within 5 business days of completion of the provision of the Services.

26.2. Payment will be due within fourteen days of the date of the invoice.

26.3. Velvet Systems may at their sole discretion invoice the Client for pre-payment and upon receipt of payment for that invoice the Services will be supplied.

Client to complete the following and return all three pages of the Agreement to Velvet Systems:

a. The Parties named below agree to be bound by the terms and conditions contained in this Agreement.

b. This Agreement commences on the _____ day of _____ 202____

c. Executed by:

the Client

Entity Name:	
ABN:	
Physical Address:	
City:	
State and postcode:	
Authorised signature:	
Print name:	
Date:	
Email address for invoices:	

Velvet Systems

Authorised signature:	
Print name:	
Date:	