

Platform Communications' standard terms and conditions of engagement are outlined below. All of these terms apply, unless previously stated. The following definitions apply to the wording within our terms and conditions:

**"Acceptance"** – written or oral Acceptance by a Client of a Fee Estimate by Platform Communications.

**"Client"** – customer for any of the Services provided by Platform Communications.

**"Completion"** – delivery of a final artwork and / or advice to the Client.

**"Fee Estimate"** – a written offer of Services to be provided by Platform Communications to the Client.

**"Services"** – provision of project management, graphic design and / or advice to the Client as detailed in the Fee Estimate.

**"The Project"** – the Services provided to the Client as per these definitions and the contents of the Fee Estimate.

## **1. The Contract**

- 1.1. Acceptance of the Fee Estimate constitutes a contract between Platform Communications and the Client. Unless otherwise specified, the provision of Services in relation to the Fee Estimate will come into effect upon written or oral confirmation of the Fee Estimate by the Client.
- 1.2. Platform Communications agrees to provide the Client with the Services outlined in the Fee estimate upon these terms and conditions for the fees specified in the Fee Estimate. These terms and conditions form a material and integral part of the Fee Estimate and together form the contract.
- 1.3. These terms and conditions may only be changed by written agreement from both parties to the contract.
- 1.4. The content of this Fee Estimate, including the quotation for Services, is valid for a period of 30 days from the date of the Fee Estimate.

## **2. Term**

- 2.1. Client appoints Platform to provide the services for a term to be defined on appointment.
- 2.2. Subject to the Engagement being terminated earlier under clause 5, Platform will continue to provide the services for the duration of the Term.

## **3. Payment of Fees**

- 3.1. Fees will be invoiced on a monthly basis, payable within 14 days.
- 3.2. Invoices detail the work undertaken for each project, as well as itemised disbursements incurred in the billing period, if any.
- 3.3. Any additional fees will be invoiced on completion of the Project or else in fortnightly installments, and are payable within seven days.

## **4. Incidentals**

- 4.1. Platform Communications charges a flat fee of 7.5 per cent for all operational incidentals on total invoices to cover phone calls, office printing, parking, travel to meetings, parking and faxing.
- 4.2. Fees do not include taxis, flights, accommodation, car travel over 50km from a capital city, international phone calls, international faxing, major printing and production services, media monitoring, couriers and any other costs incurred on behalf of a client.
- 4.3. Fees do not include the services of additional suppliers such as media monitoring, market research, website developers, printers, or multimedia producers.
- 4.4. Platform Communications charges a 20% surcharge on bought-in services purchased on behalf of clients, e.g. photography, print, web-development and media monitoring.

## **5. Postponement and Termination**

- 5.1. Either party may terminate the Engagement:
  - a) By providing the other party one month's written notice; or
  - b) Immediately where:
    - i) The other party commits a breach of this agreement which has not been remedied within 21 days of receiving written notice requiring the breach to be remedied;
    - ii) Platform Communications engages in negligence, willful misconduct, recklessness or fraud; or
    - iii) The other party is bankrupt, insolvent, enters into a deed of arrangement with its creditors, has a receiver or manager appointed or an order is made for it to be wound up.
- 5.2. In the event the Client terminates this Engagement during any Term for reasons other than those under 5(b), the Client will pay Platform Communications the Fee payable under this Engagement for the remaining period of the relevant Term, plus any adjustment for the amount of time used above the pro rata time that had lapsed prior to termination of the Engagement.

## **6. Professional Obligations**

- 6.1. Platform Communications shall employ reasonable precautions and diligence to ensure standards of professionalism in accordance with the contents of the Fee Estimate.

The Client acknowledges and accepts that all information, advice, estimates and outcomes arising from the Project are made in good faith and on the basis of the information available to Platform Communications at the time of the Project. Their achievement must depend, among other things, on a) the effective cooperation of the Client and its representatives, and b) events which may be substantially beyond Platform Communications reasonable control.
- 6.2. Platform Communications may in its discretion subcontract part or parts of the Project to internal or external companies or individuals. Platform Communications warrants that it will exercise reasonable precautions and diligence to ensure that the standard of any subcontracted goods and services are equivalent to those Platform Communications would ordinarily be expected to supply to its Clients.

## **7. Confidential Information**

- 7.1. Platform Communications acknowledges a duty not to disclose without the Client's permission, during and after the term of appointment, any confidential information of the Client.
- 7.2. This document and IP contained within is to be treated with strict confidence and the contents, including Platform Communications' approach and commercial terms, are not permitted to be used for any purpose other than selecting a consultant for the project.

Should Platform be appointed to undertake the project, you acknowledge a duty not to disclose Platform Communication's intellectual property, including methodologies and strategic approach to any third parties during or after the term of appointment, without written permission from Platform Communications.

## **8. Copyright and Intellectual Property**

- 8.1. The copyright and intellectual property of any graphic design, artwork, models or methodologies, strategies or other work outlined in the Fee Estimate and supplied by Platform Communications will belong to Platform Communications.
- 8.2. All original files (i.e. original photography, InDesign and Illustrator files used in the creation of graphic design and artwork) shall remain the property of Platform Communications. Requests from the Client to purchase original files will be considered by Platform Communications and may incur a fee determined by Platform Communications.

## **9. Indemnity**

- 9.1. The Client shall fully and effectually indemnify Platform Communications against any claim, proceeding or action arising from or connected with the Services provided by Platform Communications, including but not limited to: copyright or trademark infringement, statutory compensation, personal injury, loss or damage to property.
- 9.2. The client shall indemnify Platform Communications against all claims, proceedings, damages, losses, expenses or liabilities which Platform Communications may incur in connection with any material published with the approval of the client, and any contract entered into on behalf of the client. Platform Communications warrants the use of any services and materials provided by it to the Client will not infringe the rights of any third parties.

## **10. Limits of Liability**

- 10.1. Platform Communications' liabilities pursuant to the terms of the Contract shall be in lieu and to the exclusion of all other warranties, conditions or obligations imposed or implied by statute, common law, usage or otherwise. All liability arising for any direct, indirect or consequential loss (including that of the loss of profits) is hereby expressly excluded to the maximum extent allowed by law, except for liability for death or personal injury caused by the negligence of the company or its employees. Platform Communications will not accept any liability for any loss arising from or in connection with the Services provided and, in any event, Platform Communications' liability is strictly limited to the amount of any fees received from the Client in respect of the Services provided.

## **11. Force Majeure**

- 11.1 If any party is unable, in whole or in part, by reason of Force Majeure to perform any of its obligations hereunder, other than the obligation to pay money, then on such party giving notice to the other within a reasonable time after the occurrence of such Force Majeure event, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to acts of God, strikes, laws and regulations, inclement weather and any other causes that are not within the reasonable control of the party affected. If a Force Majeure event exceeds ten (10) days, then either party shall have the right to terminate the applicable Request for Service, and payment shall be due to the Consultant in accordance with clauses 3 and 4 herein.

## **12. Human Resources**

- 12.1. The Client agrees that for the Term of the contract, and a further six months after the cessation of the Term, the Client will not solicit or entice a member of Platform Communications' staff to cease employment and work for the Client. Should the Client wish to offer employment to a Platform Communications team member, the Client agrees to pay a finder's fee (flat rate) or percentage fee based on replacing the staff member as outlined in the table below and agrees to a six-week transition period.

<b>CONSULTANT LEVEL</b>	<b>FLAT RATE</b>	<b>PERCENTAGE</b>
Director / Associate Director	\$30,000	35%
Senior Consultant / Media Manager	\$20,000	30%
Communications Consultant / Graphic Designer	\$15,000	25%
Administration staff	\$10,000	20%

## **13. Marketing and Promotion**

- 13.1. Platform Communications may list the Client as a client on our website and in marketing documents (refer to [www.platformcommunications.com.au](http://www.platformcommunications.com.au) for the current client list).

## **14. Fees**

- 14.1. The Client will pay the fees as outlined in the Fee Estimate.