



Standard Consulting Agreement

These terms apply when Giant Concepts Pty Ltd (**we, us**) provides advice or services to you (**you**, the customer). By engaging us, you agree to these terms.

1. Scope

These terms cover all advice, recommendations, reports, quotes, cost analysis, design, configuration, project management and other consulting services we provide (**Services**), unless we agree otherwise in writing. If a signed proposal or statement of work conflicts with these terms, the proposal or statement of work applies.

2. Nature of our advice

We give advice in good faith, using reasonable care and skill, based on the information available to us at the time. Prices, plans, speeds, availability and product features set by carriers, NBN Co and vendors change often and are outside our control. You remain responsible for your own business decisions, and should confirm final prices and terms with the relevant supplier before committing. We do not provide legal, financial or tax advice.

3. Information you give us

Our advice relies on the information you and your suppliers give us. Please make sure it is accurate and complete. We are not responsible for errors or omissions in our advice or Services to the extent they result from information that is inaccurate, incomplete or out of date.

4. Third-party products and services

Internet, NBN, phone, cloud PBX, software and licensing products (for example from carriers, NBN Co, Microsoft and VoIPcloud) are supplied by third parties under their own terms. We are not responsible for their faults, outages, delays, price changes or decisions, but we will reasonably help you raise and resolve issues with them.

5. Your rights under the Australian Consumer Law

Nothing in these terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) or other law that cannot lawfully be excluded, including the guarantee that services are provided with due care and skill. Where our Services are not of a kind ordinarily acquired for personal, domestic or household use, our liability for a failure to comply with a consumer guarantee is limited, as permitted by section 64A, to supplying the Services again or paying the cost of having them supplied again.

6. Limitation of liability

Subject to clause 5, and to the maximum extent permitted by law:

- we are not liable for any indirect or consequential loss, including loss of profit, revenue, savings, data or business opportunity, or business interruption, arising from our advice or Services;
- our total liability for any errors or omissions in, or otherwise arising from, our advice or Services is limited to the fees you paid us for the Services the claim relates to; and
- our liability is reduced to the extent any loss is caused or contributed to by you, your staff or a third party.

This clause does not limit liability for fraud, wilful misconduct, or personal injury caused by our negligence.

7. Tell us early

If you think something we have done is wrong, please tell us in writing as soon as possible after you become aware of it, so we can try to put it right quickly and limit any impact on your business.

8. Fees

Fees are as quoted in writing. Unless the quote says otherwise, fees exclude GST and invoices are payable within 14 days.

9. Confidentiality and privacy

We keep your business information confidential and use it only to provide the Services, except where disclosure is needed to deal with suppliers on your behalf or is required by law. We handle personal information in line with the *Privacy Act 1988* (Cth) where it applies.

10. General

These terms are governed by the laws of New South Wales, and each party submits to the courts of that state. If any part of these terms is invalid or unenforceable, it is severed and the rest continues to apply. We may update these terms from time to time; the version current when you engage us applies to that engagement.

Customer

Business _____
Name _____
Signature _____
Date _____

Giant Concepts Pty Ltd

Name _____
Position _____
Signature _____
Date _____