

CRAB CONSULTING TERMS OF ENGAGEMENT AND SUPPLY

Crab Consulting offers to provide consultancy Services on the terms and conditions set out below.

1. DEFINITIONS

In these Terms;

"**Client**" or "**Clients**" means the person or entity to whom Crab Consulting delivers the Services. A Client may also be referred to as "**you**" or "**your**".

"**Crab Consulting**" is the trading name for John And Barbara Harrison Pty Ltd, ABN:51 882 929 349, 497 Main Road Glenorchy Tasmania 7010. Crab Consulting may also be referred to as "**us**", "**we**" or "**our**".

"**Services**" are the Services to be performed under this Contract and includes but is not limited to Services shown below or on our web site.

"**Quotation**" means a quotation submitted by Crab Consulting to a Client in which these terms and conditions of sale are, or are deemed to be, incorporated.

"**Account**" means the GST sales invoice issued by Crab Consulting to a Client in which these terms and conditions are, or are deemed to be, incorporated.

2. ENGAGEMENT

Services

In return for the fees detailed in our Quotation, we will perform any of the following Services to the best of our ability;

Identify Opportunities

Staff of Crab Consulting will identify relevant opportunities for government and other funding based on information supplied by our clients. A summary of these opportunities including the relevant eligibility requirements, deadlines, funding levels available and our recommendations as to which you should apply for, will be provided to you in a timely manner in accordance with the nature of the searches for the funding opportunities sought.

Grant Applications

Crab Consulting will prepare grant funding applications based on information supplied by you so that they meet all the eligibility requirements of the funding program and to a standard that maximises your chances of successfully obtaining funding. This may involve co-ordinating the attachment of financial statements, referees reports and whatever other documents required by the funding program in addition to acting as your agent when liaising with government agencies about the application. We will not submit any applications or any other information on your behalf without first showing you all the details of the submission and obtaining your permission.

Business Planning

With information you provide and as a result of our own experience and researches Crab Consulting will assist in developing a new business plan or amending an existing business plan to a standard suitable for submission for public funding or any other standard you specify.

Partnership Facilitation and Networking

Crab Consulting will facilitate partnerships between organisation with common goals or methods for the purpose of obtaining grant funding or any other purpose.

Financial Statements and Other Accounting Services

Crab Consulting will arrange with John Harrison Accountants on your behalf to produce financial statements or perform other accounting Services as required.

Other Services

If requested by the Client, Crab Consulting will provide a Quotation for other Services that utilise their wide range of skills. (See our services page on our web site)

3. CONFIDENTIALITY

The conduct of Crab Consulting will be in accordance with the highest ethical standards and in accordance with the Privacy Act 1988. This means that the information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties unless we have your express consent or as required by law. Should this occur, we will endeavour to advise you. You have agreed to arrange for reasonable access by us to the required people and documents and are responsible for both the completeness and accuracy of the information supplied to us

4. QUOTATIONS

- 4.1 Unless previously withdrawn, a Quotation is valid for thirty (30) days or such other period as stated therein. A Quotation is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise until the Clients order has been accepted by Crab Consulting in writing.
- 4.2 We shall not be bound by any conditions attaching to your order or acceptance of a Quotation and, unless such conditions are expressly accepted by us in writing, you hereby acknowledges that such conditions are expressly negated.
- 4.3 Prices specified in a Quotation are subject to alteration without notice. Unless otherwise stated in writing by us, prices quoted shall be exclusive of handling, delivery, agents charges and any charge, duty or impost including goods and Services tax (GST)..
- 4.4 All Quotations are subject to us having the right to refuse to supply Services if we are not satisfied as to your credit worthiness.

5. FEES

Unless specifically advised otherwise in writing, Crab Consulting's fees, which will be billed as work progresses, are based on the time required by the individuals assigned to the engagement plus out-of-pocket expenses. Individual hourly rates vary according to the degree of responsibility involved and the experience and skill required

6. DELIVERY

Time of delivery is not guaranteed without special undertaking. Any programme given for delivery or collection of goods or Services is given or agreed by Crab Consulting in good faith, and every endeavour will be made to comply therewith. We shall not, however, be liable for any loss or damage consequential or otherwise arising through our failure to make delivery by the due date or time.

7. RESPONSIBILITY FOR SAFEKEEPING

Books and records supplied to Crab Consulting shall be at the Clients risk immediately upon delivery to us. We shall however endeavour to return your books and records promptly and give you as soon as compiled, copies of any reports we may prepare.

8. INSPECTION AND ACCEPTANCE

Clients shall inspect all of our work upon delivery and shall within forty-eight hours of delivery give notice to Crab Consulting of any matter in relation to which you allege that the Services are not in

accordance with your written instruction. Failing such notice and, to the extent permitted by statute, our work shall be deemed to have been delivered and accepted by you.

9. TERMS OF PAYMENT

- 9.1 Payment by the Client for Services is due within 30 calendar days of the end of the month in which the Services are invoiced. If you fail to make payment in accordance with this clause, all amounts owing to Crab Consulting on any Account shall immediately become due and payable. Outstanding amounts may bear interest of the rate of 10 per centum per annum calculated on a daily basis. If a credit card is used for the payment of invoices a surcharge of 2.5% may be added.
- 9.2 You must pay us the cost of any bank fees arising from dishonoured cheques paid by you, and must also pay any administrative charges and for any legal or other debt collection costs we incur.
- 9.3 We may vary or withdraw any credit arrangements at any time and without any liability whatsoever to you or any party claiming through you.
- 9.4 If we have any liability to pay the Goods and Services Tax ("GST") on any goods or Services supplied, you shall pay us the amount of such GST at the same time as the amounts otherwise payable to us.

10. TITLE & STORAGE

- 10.1 Property in the Services supplied by Crab Consulting pursuant to these terms and conditions shall not pass to the Client until those Services and other Services supplied by us have been paid for in full.
- 10.2 In the event of you not taking delivery of Services performed specifically according to the design requested by you, we reserve the right to charge for the Services
- 10.3 Until the Services have been paid for in full we shall have a lien on information and records supplied by you in our possession.
- 10.4 The provisions of this clause apply notwithstanding any arrangement pursuant to which we grant credit to you.

11. FORCE MAJEURE

If in the performance or observance of its obligations, Crab Consulting is prevented, restricted or affected by reason of a force majeure including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond our reasonable control, we may, in our absolute discretion give you prompt notice of such cause whereupon we are excused from such performance or observance to the extent of such prevention, restriction or affectation.

12. LIABILITY TO CRAB CONSULTING

Except as expressly provided herein and to the extent permitted at law:

- 12.1 Crab Consulting shall not be liable, whether in contract, tort or otherwise in respect of defects in Services delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these Terms and Conditions prevents the exclusion, restriction or modification of such liability;
- 12.2 Crab Consulting shall not be liable to the Client for any loss of profit howsoever arising nor shall we be under any liability whether in contract, tort or otherwise nor for any injury, damage or loss

whether consequential or otherwise except as is expressly provided in these Terms and Conditions;

13. GOVERNING LAW

These terms and conditions of supply and any contract including them shall be governed by the laws of the State of Tasmania and the jurisdiction of the Tasmanian Courts.

14. GENERAL

14.1 These terms:

14.1.1 do not transfer any interest in any intellectual property;

14.1.2 do not oblige either party to enter into any agreements for supply;

14.1.3 contain the entire terms and conditions of supply and supersedes all prior communications and understandings on that subject matter

14.2 The failure of Crab Consulting to insist on performance by a Client of any obligation under this deed is not a waiver of its right:

14.2.1 to insist on performance of, or to claim damages for breach of that obligation unless you acknowledge in writing that the failure is a waiver; and

14.2.2 at any other time to insist on performance of that or any other obligation of the other party under this deed.

14.3 These terms may be varied from time to time by Crab Consulting.

AFFIRMATION:

I/we have read and understood the above Terms of Engagement and Supply and, where necessary, have sought independent legal advice in relation to them.

I/we agree to abide by these terms.

Signed by/for

Entity for if applicable

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Print Name:

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Print Address:

Print Email Address

Print Phone Numbers: