

Terms and Conditions

1. General Information

Company Information:

- Full Legal Name: Economise Pty Ltd
- ABN: 98 678 193 863
- Email: info@economise.com.au

2. Services

Description of Services: Economise Pty Ltd offers CFO and CIO services, including but not limited to:

- **CFO Services:**
 1. Financial Planning and Analysis
 - Budgeting and Forecasting
 - Financial Modeling
 - Performance Analysis
 2. Reporting and Compliance
 - Financial Reporting
 - Regulatory Compliance
 - Risk Management
 3. Cash Flow Management
 - Cash Flow Analysis
 - Working Capital Management
 - Financing Assistance
 4. Strategic Financial Advisory
 - Business Strategy
 - Mergers and Acquisitions
 5. Operational Support
 - Systems Implementation
 - Process Improvement
 - Training and Development
- **CIO Services:**
 1. IT Strategy and Governance
 - IT Strategy Development
 - IT Governance
 - Technology Roadmap
- **Exclusions and Limitations:**
 - Economise Pty Ltd is not a licensed financial advisor. Financial information provided is general in nature. Clients should seek advice from a qualified financial professional for personal advice.

Service Delivery:

- Services will be delivered remotely and onsite as required.
- Standard response times for inquiries and support are within 1 business day for written communication. Urgent matters aim for a response within 2 hours during standard business hours (Monday to Thursday, 9am to 5pm, excluding Northern Territory and Australian National Public Holidays).

3. Fees and Payments

Pricing:

- Prices will be provided at the time of engagement via a quote, which may include hourly rates, fixed prices, or a combination. All prices are subject to GST and will increase annually by the Australian National CPI rate from the March to March quarter on July 1st. Clients will be notified at least 30 days prior to this adjustment.

Additional Fees:

- Travel expenses will be charged at the hourly rate if travel by vehicle is required. Long-distance or plane travel will be charged at cost. Any additional out-of-pocket expenses will also be charged at cost.

Payment Terms:

- Invoices are due 7 days from the date of invoice. If upfront payment or a deposit is required, this will be noted in the specific quote conditions, and no work will commence until these terms are met.
- Payments can be made via bank transfer or credit card (credit cards attract a merchant fee).

Late Payments:

- Services may be suspended until full payment of outstanding invoices is received.

4. Client Obligations

Client Responsibilities:

- Clients must provide user access to their Xero file and any other necessary systems.
- Clients must cooperate as requested by Economise staff to achieve the desired job outcomes.

5. Confidentiality and Data Protection

Confidentiality:

- Economise Pty Ltd is committed to maintaining the confidentiality of all client information and will take all necessary measures to protect it.

Information Security Measures:

- Data Encryption: All client data stored electronically will be encrypted.
- Access Control: Access will be restricted to authorized personnel only.
- Secure Communication: Confidential information will be transmitted using secure channels.

Non-Disclosure Agreements (NDAs):

- An NDA will be signed where required by the client before commencing any work.

Data Handling Procedures:

- Data Collection: Only necessary client information will be collected.
- Data Storage: Client information will be stored securely.
- Data Disposal: Client information will be securely disposed of upon request or completion of services.

Client Access and Control:

- Clients can access their information and request corrections or deletions.

Incident Response:

- Clients will be notified promptly in the event of a data breach, and steps will be taken to mitigate the breach.

Legal Compliance:

- Compliance with relevant Australian laws, including the Privacy Act 1988.

6. Termination and Cancellation**Termination:**

- Either party can terminate the agreement at any time with 30 days' notice. If both parties agree, notice can be as short as 1 day.

Cancellation Policy:

- Any works in progress that have not been billed must be paid in full before cancellation is concluded.

7. Liability and Indemnity**Limitation of Liability:**

- To the maximum extent permitted by law, liability is limited to the amount of fees paid by the client for the services rendered in the six (6) months preceding the claim.
- Economise Pty Ltd will not be liable for indirect, incidental, special, punitive, or consequential damages.

Indemnity:

- Clients agree to indemnify Economise Pty Ltd against claims, liabilities, damages, losses, and expenses arising from:
 - Breach of agreement
 - Misuse of services
 - Third-party claims
 - Client-provided information
 - Intellectual property infringement
 - Legal and regulatory non-compliance
 - Negligence or willful misconduct

8. Dispute Resolution**Dispute Resolution:**

- Disputes will be resolved first through mediation, and if unsuccessful, through the court system in the Northern Territory.

Governing Law:

- Northern Territory, Australia.

9. Compliance with Laws**Legal Compliance:**

- Compliance with all relevant Australian and Northern Territory laws will be ensured through clear terms, continuous education, professional networks, accurate records, and robust security measures.

10. Miscellaneous**Amendments:**

- Changes to the T&Cs will be communicated to clients via email. If no rejection is received within 30 days, changes are considered accepted.

Entire Agreement:

- The quote provided to the client, along with these T&Cs, constitutes the entire agreement.

Subcontracting:

- Economise Pty Ltd may engage subcontractors or use third-party software and systems as required.

Definitions

"Agreement" means the Terms and Conditions and any other documents referred to within, including any quotes or specific conditions provided to the Client.

"Client" means the individual or business entity that engages Economise Pty Ltd for services as outlined in the Agreement.

"CFO Services" refers to the range of financial management services provided by Economise Pty Ltd, including but not limited to financial planning and analysis, reporting and compliance, cash flow management, strategic financial advisory, and operational support.

"CIO Services" refers to the range of information technology management services provided by Economise Pty Ltd, including but not limited to IT strategy development, IT governance, and technology roadmap planning.

"Confidential Information" means any non-public information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, including but not limited to business plans, customer data, financial data, and other business information.

"GST" means Goods and Services Tax as defined under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Indemnify" or "Indemnity" means to compensate for damage or loss sustained, expenses incurred, or any legal liabilities arising out of the actions or negligence of the indemnifying party.

"Intellectual Property" means any patents, trademarks, trade names, service marks, copyright, moral rights, rights in designs, rights in computer software, database rights, know-how, confidential information, and any other intellectual or industrial property rights of any nature whatsoever, anywhere in the world, whether registered or unregistered.

"Services" means the CFO and CIO services described in the Agreement provided by Economise Pty Ltd.

"Terms and Conditions" or "T&Cs" means these terms and conditions, including any schedules, annexures, and amendments.

"Economise Pty Ltd" or "Company" means Economise Pty Ltd, the service provider under this Agreement, with a registered business address at 3/5 Kellaway St, Fannie Bay, NT 0830.

"Quote" means the document provided to the Client outlining the specific services to be provided, along with the associated costs and any special conditions.

"Business Day" means a day that is not a Saturday, Sunday, or public holiday in the Northern Territory, Australia.

"Notice" means any written communication provided by one party to the other as required under these Terms and Conditions.

"Force Majeure" means any event beyond the reasonable control of a party, including but not limited to natural disasters, strikes, lockouts, labor disputes, acts of war, terrorism, governmental restrictions, power failures, internet outages, and other similar events.

"CPI" means the Consumer Price Index, which measures changes in the price level of a basket of consumer goods and services purchased by households, as published by the Australian Bureau of Statistics.