

# Terms and Conditions

## Commitment

We will endeavour to keep you informed about the progress of the work we do on the assignment.

We will carry out the work we are to do for you in good faith and with professional skill and diligence.

Where new information emerges that impacts upon our ability to deliver the scope of works within the timeframe or budget initially indicated, we will advise you.

## Quality

We hold a Quality Assurance Certificate to the requirements of AS/NZS ISO 9001:2015 with endorsement through to November 2028 and are endorsed as a Quality Assured Supplier. We have committed our business to compliance with this system and a continuous search of improvement in the interests of our clients.

## Conflict of Interest

Whilst we do not believe that any conflict of interest will arise with any of our other clients, we undertake to discuss with you any potential areas of concern should they arise. We believe that this process will give all parties the opportunity to amicably resolve any issues of conflict whilst ensuring that neither party is disadvantaged.

## Insurance

We hold all necessary and appropriate professional indemnity and public indemnity insurances for all our staff members. Our insurance details are as follows:

- Public liability - \$20M;
- Professional indemnity - \$10M

## Goods and Services Tax

Our fees and expenses are specified on a Goods and Services Tax (GST) exclusive basis. That means that (unless you are exempt) you will also have to pay GST. The GST that is payable will be shown separately on the account.

## Engagement or Hiring of Mapien Personnel

All utilisation of Mapien employees shall be via direct engagement with Mapien Pty Ltd trading as Mapien. The recruitment of any Mapien employee within 12 months of the date of their last engagement with your organisation shall attract a fee of 40% of the gross annual salary of the position offered.

## Duration of offer

The fee for services quoted in this authority document is valid for a period of two (2) months from the date this authority is offered to you.

## Our Professional Fees

Our fees cover the professional work we do for you, including such things as meetings, telephone calls, letters, research, drafting, attendances, training, etc.

Our professional fees are reviewed annually from 1 July and may change as a result of this review.

## Our Expenses

In addition to our fees, our invoices will detail any expenses which we incur on your behalf. These expenses may include document production, courier charges and postage.

We will also charge you at cost for all disbursements incurred on your behalf. These disbursements include barrister's fees, travel, accommodation, meals, taxis, parking and tolls.

We will get your approval before incurring any unusual or extraordinary disbursements on your behalf.

## Accounts and Payment

We will send you accounts on at least a monthly basis. However, we may send you an account at any time to cover accumulated fees and expenses or upon completion of agreed phases of work. We ask you to pay our accounts in full within our credit terms.

## Credit Terms

Our accounts are payable within 14 days, we may charge interest on the amount outstanding, calculated from the due date of the account.

Should your account fall overdue, we may also elect to cease working for you or we may suspend further work until payment is made.

If after all reasonable attempts have been made to arrange settlement, the account remains unpaid, we may elect to engage the services of a debt collection agency. If a debt collection agency is engaged we will seek to recover all outstanding monies plus the costs associated with collection.

## Late Payments

In circumstances where an invoice remains unpaid after 30 days from the date of invoice, Mapien reserves the right to charge interest at the rate of 10% per annum, pro-rated for all days outstanding, on the full amount. This will be charged in the form of a Late Payment invoice and shall be due for payment upon receipt.

Any invoices that remain unpaid, including the Late Payment invoice, after 45 days may be subject to recovery action by Mapien. The costs incurred in such action will also be recovered from you.