

General Terms and Conditions

These terms apply to the Engagement Schedule between EnVirgo Pty Ltd and the Client identified in that schedule.

General Terms

1 Agreement structure and interpretation

- 1.1 The agreement consists of the signed Engagement Schedule, any document expressly attached to it, any written variation signed or otherwise approved in writing by both parties, and these general terms.
- 1.2 If documents are inconsistent, the following order applies: a later approved variation, the completed Engagement Schedule, an attached scope or proposal, and these general terms. A document prevails only to the extent of the inconsistency.
- 1.3 A reference to writing includes email. A reference to legislation includes amendments and replacements. Headings assist navigation and do not limit meaning. Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

2 Services scope and professional boundaries

- 2.1 EnVirgo will perform the services and provide the deliverables described in the Engagement Schedule with due care, skill and diligence and in accordance with applicable law.
- 2.2 The Engagement Schedule defines the agreed scope. Work outside that scope is not included unless the parties approve a variation under clause 6.
- 2.3 EnVirgo provides business management advisory, project coordination and operational support. Unless the Engagement Schedule expressly states otherwise and EnVirgo is appropriately qualified, the services do not include legal, accounting, taxation, financial product, engineering, medical, employment or other regulated professional advice. The Client should obtain specialist advice where required.
- 2.4 Advice and recommendations are based on the information, assumptions, constraints and objectives made available to EnVirgo. Business outcomes depend on matters outside EnVirgo's control. EnVirgo does not guarantee a particular commercial result, saving, regulatory approval or third party decision.
- 2.5 Where EnVirgo coordinates a third party, EnVirgo remains responsible for its own coordination services but is not responsible for the independent professional judgment or performance of a third party engaged directly by the Client.

3 Delivery review and acceptance

- 3.1 EnVirgo will use reasonable efforts to meet dates in the Engagement Schedule. A date is an estimate unless the schedule states that it is a fixed deadline.
- 3.2 A delivery period begins when EnVirgo has received the deposit or advance retainer and all information, access, decisions and approvals reasonably required to begin the relevant work.
- 3.3 The Client must review each deliverable promptly. If the Client believes a deliverable materially fails to meet the agreed scope, it must identify the issue in reasonable detail within 10 Business Days after delivery. EnVirgo will correct a verified material non-conformity within a reasonable period. This clause does not limit any right or remedy that cannot lawfully be limited.
- 3.4 Minor defects that do not materially prevent the intended use of a deliverable do not delay completion, but EnVirgo must correct them within a reasonable period.

4 Client responsibilities

- 4.1** The Client must provide accurate, complete and timely information, access, instructions, decisions and approvals reasonably needed for the services. The Client must identify any fixed deadline, regulatory requirement, internal policy or security requirement before work begins.
- 4.2** The Client remains responsible for its business decisions, legal and regulatory compliance, implementation choices, workplace consultation, and the accuracy and suitability of information it supplies.
- 4.3** The Client warrants that it has the right to provide all materials, personal information, system access and instructions supplied to EnVirgo, and that EnVirgo may use them for the engagement.
- 4.4** The Client must nominate an authorised contact who may give instructions and approvals. EnVirgo may rely on instructions from that person until the Client gives written notice of a replacement.
- 4.5** If a Client delay affects timing, cost or resource allocation, EnVirgo must notify the Client and the parties will agree a reasonable adjustment through the change control process. EnVirgo must take reasonable steps to limit the impact.

5 Fees GST invoices and payment

- 5.1** EnVirgo is registered for GST. Unless the Engagement Schedule states otherwise, all quoted fees and approved expenses exclude GST. The Client must pay the applicable GST when EnVirgo provides a valid tax invoice.
- 5.2** For a fixed project without agreed milestones, EnVirgo will invoice 50% as a deposit before work begins and the remaining 50% on completion. If the parties agree milestones, EnVirgo will invoice in accordance with the milestone table in the Engagement Schedule.
- 5.3** Monthly retainers are payable in advance. The initial minimum term is three months unless the Engagement Schedule states a different minimum. After that minimum, the retainer continues month to month until ended under clause 17.
- 5.4** The Client must pay a valid invoice by the due date in the Engagement Schedule. If the Client disputes an invoice, it must notify EnVirgo within 7 calendar days, identify the disputed amount and give reasons. The Client must pay any undisputed amount on time. The parties must work promptly and in good faith to resolve the dispute.
- 5.5** EnVirgo may recover reasonable pre-approved travel, materials and third party costs at cost. EnVirgo must obtain written approval before incurring a cost above the approved expenses limit.
- 5.6** If an undisputed amount remains unpaid, EnVirgo may suspend affected services after giving at least 5 Business Days' written notice and a reasonable opportunity to pay. EnVirgo is not responsible for delay caused by a suspension properly made under this clause. EnVirgo may recover reasonable external debt recovery costs actually incurred, to the extent permitted by law.

6 Changes to scope

- 6.1** Either party may request a change to scope, deliverables, assumptions, timing, fees, personnel or dependencies. A request must describe the proposed change and the reason for it.
- 6.2** Before changed work begins, EnVirgo will provide a reasonable assessment of the effect on fees, timing and deliverables. A change is binding only when both parties approve it in writing.
- 6.3** If urgent action is reasonably required to protect people, data, systems or operations, EnVirgo may take the minimum necessary stabilising action after attempting to contact the Client. EnVirgo must report the action and any cost as soon as practicable. Any further work requires approval under clause 6.2.

7 Personnel subcontractors and access

- 7.1** EnVirgo may use employees or suitably qualified subcontractors to perform the services. EnVirgo remains responsible for their work and must ensure they are bound by confidentiality and security obligations consistent with this agreement.
- 7.2** If the Engagement Schedule identifies a key person, EnVirgo must use reasonable efforts to make that person available. EnVirgo may replace the person with someone of comparable capability after giving notice.
- 7.3** Each party must ensure that its personnel comply with reasonable site, safety, access and information security requirements notified in advance, provided those requirements do not materially change the scope without an approved variation.

8 Confidentiality

- 8.1 Confidential Information means non-public commercial, operational, financial, technical, security, personnel, pricing and client information disclosed for the engagement. It does not include information that is lawfully public, already known without restriction, received lawfully from another source, or independently developed without use of the disclosed information.
- 8.2 Each receiving party must use the other party's Confidential Information only for the engagement, protect it using reasonable care, and disclose it only to personnel and professional advisers who need it and are bound by confidentiality obligations.
- 8.3 A receiving party may disclose Confidential Information when required by law. Where lawful, it must give prompt notice and reasonable assistance so the disclosing party may seek protective measures.
- 8.4 Neither party may use the other party's name, logo, testimonial or engagement details in publicity without prior written consent.
- 8.5 The confidentiality obligations continue while the information remains confidential. Obligations concerning trade secrets continue indefinitely.

9 Privacy information security and data incidents

- 9.1 Each party must comply with the Privacy Act 1988 (Cth), the Australian Privacy Principles and the Notifiable Data Breaches scheme to the extent they apply, and with any other privacy law applicable to the engagement.
- 9.2 Each party must collect, use and disclose personal information only as reasonably necessary for the engagement or as required by law. The Client is responsible for providing any collection notice and obtaining any consent required for information it gives EnVirgo.
- 9.3 Each party must take reasonable technical and organisational measures to protect personal and Confidential Information from misuse, interference, loss, unauthorised access, modification and disclosure. Access must be limited to people who reasonably need it.
- 9.4 A party that becomes aware of an actual or suspected data incident likely to affect the other party's information must notify the other promptly and, where reasonably practicable, within 24 hours. It must provide available details, contain and investigate the incident, preserve relevant evidence, and cooperate on required notifications and remediation.
- 9.5 Neither party may notify an individual, regulator or third party about an incident on behalf of the other without consultation, unless law requires immediate notification. Nothing in this clause delays a notification required by law.
- 9.6 EnVirgo may use reputable cloud and software providers to deliver the services. EnVirgo must take reasonable steps to assess and manage their security and privacy risks. Any special hosting, data location or access requirements must be stated in the Engagement Schedule.
- 9.7 EnVirgo will not enter Client Confidential Information or personal information into a publicly available generative artificial intelligence service unless the Client has approved that use in writing and EnVirgo has implemented appropriate privacy, security and contractual controls. EnVirgo remains responsible for human review of work produced with automated tools.
- 9.8 On request or termination, each party must return or securely destroy the other party's Confidential Information that it no longer needs, subject to legal recordkeeping, backup and professional retention requirements. Any retained copy remains protected by this agreement.

10 Intellectual property

- 10.1 Each party retains ownership of intellectual property it owned or developed independently before or outside the engagement, including EnVirgo's methods, know-how, templates, tools, frameworks and generic materials (Background IP).
- 10.2 The Client retains ownership of materials, data, branding and intellectual property it provides. The Client grants EnVirgo a limited licence to use those items only to perform the services.
- 10.3 On full payment of all fees for the relevant work, EnVirgo assigns to the Client the intellectual property rights in deliverables created specifically and exclusively for the Client, excluding Background IP and third party materials.
- 10.4 To the extent Background IP is embedded in a paid deliverable, EnVirgo grants the Client a perpetual, worldwide, royalty-free, non-exclusive licence to use, copy, adapt and internally distribute that Background IP as part of the deliverable for the Client's business purposes. The Client must not extract, resell or commercially exploit EnVirgo's standalone templates, tools or frameworks unless the Engagement Schedule expressly permits it.

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- 10.5** Third party materials remain subject to their applicable licence terms. EnVirgo must identify any material third party restriction it knows about before delivery.
- 10.6** EnVirgo may use general skills, experience and ideas retained in unaided memory, provided it does not disclose Client Confidential Information or reproduce Client-specific material.

11 Records and use of deliverables

- 11.1** The Client may use a paid deliverable for the purpose stated in the Engagement Schedule. A draft must not be treated as final or relied on as an approved deliverable.
- 11.2** The Client must not remove a material qualification or edit a deliverable in a way that makes it misleading. EnVirgo is not responsible for changes made by another person after delivery.
- 11.3** EnVirgo may retain engagement records for legal, insurance, quality and tax purposes. EnVirgo must continue to protect retained Confidential Information and personal information.

12 Warranties and Australian Consumer Law

- 12.1** Each party warrants that it has authority to enter into this agreement and will comply with laws applicable to its responsibilities.
- 12.2** EnVirgo warrants that it will perform the services with due care and skill. Where the Australian Consumer Law implies a consumer guarantee or gives a right or remedy that cannot lawfully be excluded, restricted or modified, that guarantee, right or remedy applies despite any other term.
- 12.3** To the extent permitted by section 64A of the Australian Consumer Law, if the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, EnVirgo's liability for a failure to comply with a consumer guarantee is limited, at EnVirgo's option, to supplying the services again or paying the reasonable cost of having the services supplied again, unless that limitation would not be fair or reasonable.
- 12.4** Except for express terms and rights that cannot lawfully be excluded, neither party gives an implied warranty about matters outside its reasonable control.

13 Liability and proportionate responsibility

- 13.1** Each party is responsible for loss to the extent caused by its breach of this agreement, negligence, unlawful conduct or infringement of third party intellectual property rights.
- 13.2** Subject to clauses 12 and 13.4, each party's aggregate liability arising from an engagement is limited to two times the fees paid or payable under the relevant Engagement Schedule in the 12 months before the event giving rise to the claim. For a fixed project lasting less than 12 months, the cap is two times the total project fee.
- 13.3** Subject to non-excludable law, neither party is liable for indirect or consequential loss, loss of opportunity, loss of anticipated profit, or loss of goodwill. This exclusion does not apply to reasonable direct costs of obtaining substitute services, restoring affected data, or correcting a defective deliverable where those costs are otherwise recoverable.
- 13.4** The liability cap and consequential loss exclusion do not apply to fraud, wilful misconduct, personal injury or death, breach of confidentiality, breach of privacy or information security obligations, infringement of intellectual property rights, an obligation to pay fees, or liability that cannot lawfully be limited.
- 13.5** Each party must take reasonable steps to mitigate loss. Liability is reduced to the extent that the other party or a third party caused or contributed to the loss.

14 Mutual indemnities

- 14.1** Each party indemnifies the other against a third party claim to the extent caused by the indemnifying party's negligence, unlawful conduct, material breach of confidentiality or privacy, or infringement of third party intellectual property rights.
- 14.2** An indemnity is reduced to the extent the indemnified party caused or contributed to the loss. The indemnified party must give prompt notice, allow reasonable control of the defence and settlement, and provide reasonable cooperation. A settlement must not impose an admission, obligation or material reputational harm on the indemnified party without its consent, which must not be unreasonably withheld.

15 Insurance

- 15.1** Each party must maintain insurance reasonably appropriate to its business and obligations. On reasonable request, it must provide evidence of current cover relevant to the engagement.

16 Suspension

- 16.1** EnVirgo may suspend affected services after reasonable written notice if an undisputed invoice remains unpaid, access is unsafe, a requested action would be unlawful, or continued performance would create a material security risk. Where urgent action is needed to prevent harm, notice may follow as soon as practicable.
- 16.2** EnVirgo must limit a suspension to what is reasonably necessary and resume promptly when the cause is remedied. The parties must agree any resulting adjustment to timing or cost.

17 Term and termination

- 17.1** A fixed project begins on the Start Date and ends when the services are completed, unless ended earlier under this clause.
- 17.2** A monthly retainer has an initial minimum term of three months unless the Engagement Schedule states otherwise. During the minimum term, neither party may terminate for convenience unless the parties agree in writing. After the minimum term, the retainer continues month to month and either party may terminate it on 30 days' written notice.
- 17.3** The Client may terminate a fixed project for convenience on 7 Business Days' written notice. EnVirgo may apply the deposit against work performed and non-cancellable commitments up to the termination date, must refund any remaining unearned amount, and may invoice any additional amount properly earned.
- 17.4** Either party may terminate this agreement or an affected engagement if the other party materially breaches it and does not remedy the breach within 10 Business Days after receiving written notice with reasonable details. A party may terminate immediately if the breach cannot be remedied and continued performance would cause material harm, or if the other party becomes insolvent, subject to applicable insolvency law.
- 17.5** On termination, the Client must pay for services properly performed and approved non-cancellable costs up to the effective date. EnVirgo must deliver paid work in progress in its then-current form and provide reasonable transition assistance at the agreed rates. Accrued rights are unaffected.
- 17.6** Clauses concerning payment, confidentiality, privacy and security, intellectual property, records, liability, indemnities, dispute resolution and any clause intended by its nature to continue survive termination.

18 Force majeure

- 18.1** A party is not liable for delay caused by an event beyond its reasonable control, excluding lack of funds and an obligation to pay an amount already due. The affected party must notify the other, take reasonable steps to reduce the impact, and resume performance as soon as practicable.
- 18.2** If the event prevents a material part of the services for more than 30 consecutive days, either party may terminate the affected scope on written notice. The Client must pay for services properly performed and approved non-cancellable costs up to termination, and EnVirgo must refund any unearned prepaid amount.

19 Dispute resolution

- 19.1** A party claiming a dispute must give written notice describing the issue and the outcome sought. Authorised representatives must meet within 5 Business Days and attempt in good faith to resolve it.
- 19.2** If the dispute is not resolved within 10 Business Days after the meeting, either party may refer it to mediation administered by Resolution Institute in Perth, Western Australia under its then-current mediation rules. The parties will share the mediator's fees equally and bear their own costs.
- 19.3** Neither party may start court proceedings until it has followed clauses 19.1 and 19.2, except to seek urgent interlocutory relief, protect a limitation period, or recover an undisputed debt.

20 Notices

- 20.1** A notice under this agreement must be in writing and delivered by hand, prepaid post or email to the contact stated in the Engagement Schedule, or to an updated address notified in writing.

20.2 An email notice is received when the sender's system records successful transmission, unless it is sent after 5:00 pm in Perth or on a day that is not a Business Day, in which case it is received on the next Business Day. This rule does not apply if the sender receives an automated failure notice.

21 General

- 21.1** The parties are independent contractors. This agreement does not create employment, partnership, joint venture, agency or authority for one party to bind the other.
- 21.2** Neither party may assign this agreement without the other party's prior written consent, which must not be unreasonably withheld or delayed. A party may assign it to a related body corporate or a purchaser of substantially all of its business if the assignee assumes the obligations in writing and the assigning party gives prior notice.
- 21.3** This agreement records the entire agreement about its subject matter and replaces earlier proposals and discussions, but it does not exclude liability for fraud or misleading or deceptive conduct.
- 21.4** A variation must be in writing and approved by authorised representatives of both parties. A failure or delay to exercise a right is not a waiver.
- 21.5** If a provision is invalid or unenforceable, it must be read down to the minimum extent necessary or severed. The remainder continues to operate.
- 21.6** This agreement may be signed in counterparts and electronically. The parties consent to electronic signatures and electronic exchange of signed copies to the extent permitted by law.
- 21.7** This agreement is governed by the laws of Western Australia. Subject to clause 19, the parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Western Australia.

Defined Conditions

Term	Meaning
Agreement	the completed Engagement Schedule, its attachments, approved written variations and these general terms.
Australian Consumer Law	Schedule 2 to the Competition and Consumer Act 2010 (Cth), as applied by applicable state and territory legislation.
Background IP	intellectual property owned or developed independently before or outside the engagement, including methods, know-how, templates, tools, frameworks and generic materials.
Business Day	a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.
Client	the person or entity identified as the client in the Engagement Schedule.
Confidential Information	the information described in clause 8.1.
Deliverable	an output identified as a deliverable in the Engagement Schedule.
Engagement Schedule	the schedule completed and signed for a particular project or retainer.
Fees	the fees set out in the Engagement Schedule, excluding GST unless stated otherwise.
GST	goods and services tax under A New Tax System Goods and Services Tax Act 1999 (Cth).
Services	the services described in the Engagement Schedule.

Acceptance and incorporation

These terms are accepted when the Client signs or otherwise accepts a proposal or Engagement Schedule that incorporates them, or instructs EnVirgo to begin the services after receiving them. Nothing in this paragraph limits a right or remedy that cannot lawfully be excluded.