**Office Experts Group's Term and Conditions | Office Experts Group**

# **Terms and Conditions**

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These Terms and Conditions (Terms) govern the provision of services by Brayalei Pty Ltd, ABN 32 093 067 737 trading as Office Experts Group (Office Experts Group) to each customer from time to time (Customer)

1.1 (Definitions): In these Terms, unless the context otherwise requires:

Agreed Scope means the scope of Services to be provided by Office Experts Group to the Customer, as described in the Quote provided to the Customer.

Confidential Information in relation to any person means any and all confidential and/or proprietary knowledge, data or information which is in the knowledge, possession or control of that person (or any employee or agent of that person), including:

(a) these Terms;

(b) all and every part of the information regarding that party’s business affairs obtained or disclosed during the course of negotiation and implementation of these Terms and the provision of the Services;

(c) Intellectual Property Rights, trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements (including without limitation improvements in process), discoveries, developments, drawings, designs and techniques; and

(d) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers.

Customer Premises means the business premises of the Customer from time to time.

Expenses means any out-of-pocket expenses incurred by Office Experts Group in providing the Services, including without limitation all travel accommodation and other expenses.

Fee Estimate has the meaning given by clause 7.1(a).

Fixed Price Quote has the meaning given by clause 7.1(b).

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

Intellectual Property Rights has the meaning given by clause 18.1.

Proposed Scope means the scope of work requested by the Customer from time to time.

Quote means a Fee Estimate or a Fixed Price Quote.

Relevant Laws means each relevant law or legal requirement under any statute, regulation or by-law, any condition of any authorisation and any decision, directive, guideline or requirement of a government agency which is relevant to the provision of the Services under these Terms.

Services means some or all of the services which are to be provided by Office Experts Group to the Customer pursuant to these Terms.

Service Standard means the standard expected of a skilled information technology professional acting in a safe and competent manner.

Up-Front Payment has the meaning given by clause 7.2 of the Terms

1.2 (Interpretation) In these Terms, unless the contrary intention appears:

(a) Headings are for convenience only and do not form part of the Terms or affect their interpretation.

(b) A reference to any legislation includes regulations and other instruments under it and any variation or replacement of any of them.

(c) The singular includes the plural and vice versa, and words importing any gender include the other genders.

(d) A reference to “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or any authority;

(e) References to any instrument are to that instrument as it may from time to time be amended or extended in accordance with its terms.

(f) References to dollars or $ is a reference to Australian dollars.

1.3 (Binding nature of Terms): Office Experts Group and the Customer agree that these Terms are binding on their legal personal representative, heirs, successors and permitted assigns.

2.1 (Appointment)The Customer wishes to retain Office Experts Group to provide the Services subject to and accordance with these Terms. By signing and returning the Quote or by continuing to request Services from Office Experts Group, the Customer agrees to be bound by these Terms.

2.2 (Acceptance): Office Experts Group accepts its appointment to provide the Services in accordance with these Terms.

2.3 (Location): The Services may be provided by Office Experts Group at the Customer Premises or remotely, or at such other reasonable location as agreed between the parties from time to time.

3.1 (Commencement) Unless expressly stated otherwise in these Terms, the rights and obligations created under these Terms commence on, and are enforceable from, the date on which these Terms are signed by the Customer, or the date on which Office Experts Group start providing the Services.

3.2 (Term) These Terms will continue in full force and effect until they are terminated by Office Experts Group or the Customer.

4.1 (Provision of Services) Office Experts Group agrees to provide the Services in accordance with:

(a) these Terms;

(b) the Service Standards;

(c) all Relevant Laws;

(d) the Agreed Scope; and

(e) any reasonable direction of the Customer.

5.1 (Facilitate provision of Services): The Customer agrees to take all reasonable steps to facilitate the provision of the Services by Office Experts Group, including:

(a) (Access): Arranging for staff or consultants of Office Experts Group to be provided with reasonable access (including remote access) to the Customer Premises or systems when required; and

(b) (Support): Providing access to the Customer’s systems and resources, to the extent deemed reasonably necessary and appropriate by Office Experts Group in respect of the provision of the Services.

5.2 (Other reasonable steps): The Customer agrees to take any other reasonably necessary step to facilitate Office Experts Group providing the Services to the Customer, including without limitation, signing or executing any documents or declarations reasonably requested by Office Experts Group in order to ensure that Office Experts Group can continue to provide the Services.

6.1 (Reporting): Office Experts Group agrees to provide updates to the Customer regarding the provision of the Services (including in respect of “work in progress”) upon reasonable request of the Customer.

6.2 (Information): Office Experts Group agrees to provide the Customer with reasonable information regarding the provision of the Services.

7.1 (Quote): Upon reasonable request by the Customer, Office Experts Group may provide a Quote for the provision of Services. The Quote will be prepared having regard to the Proposed Scope. The Quote may be either (at the discretion of Office Experts Group):

(a) an estimate of fees having regard to the Proposed Scope (Fee Estimate). Office Experts Group agrees to use reasonable efforts to meet the Quote, however the Customer agrees that there may be circumstances in which the amount invoiced by Officer Experts may exceed the Quote. The Customer agrees that if the Proposed Scope changes, then the Quote will not be valid.

(b) a fixed estimate of costs prepared having regard to the Proposed Scope (Fixed Price Quote). Office Experts Group agrees to cap its fees for the provisions of the Services at the Fixed Price Quote amount, unless there is any change to the Proposed Scope.

7.2 (Up Front Payment): Office Experts Group may request the Customer to pay 50% of the Fee Estimate or Fixed Price Quote to Office Experts Group prior to commencement of the Services (Up Front Payment). If such a request is made, the Customer acknowledges that Office Experts Group will not commence provision of the Services until Office Experts Group has received the Up Front Payment.

7.3 (Invoicing): Office Experts Group will invoice the Customer either monthly or at the end of a relevant projectas agreed between the parties. The invoice will incorporate all fees and Expenses related to the provision of Services over the relevant period, plus GST. The Customer must pay the invoice within 30 days of issue. Invoices will be communicated via email unless otherwise agreed.

7.4 (Disputed Invoice): If the Customer disputes any invoice, then the Customer must contact Office Experts Group in writing setting out the details of the dispute (Notification). Office Experts Group will review and consider the Notification, and may, in Office Experts’ discretion, either:

(a) agree to amend the disputed invoice to take account of the Customer’s concerns; or

(b) reject the dispute and require the Customer to pay the invoice.

7.5 (Expenses):

(a) (Expenses the responsibility of the Customer): Subject to paragraph (b), any Expenses incurred byOffice Experts Group in providing the Services will be charged at cost directly to the Customer.

(b) (Fixed Expenses): The Customer will not be responsible for any Expenses that have been specifically incorporated into a Fixed Price Quote.

(c) (Invoicing of expenses): Any Expenses incurred by Office Experts Group will be included in the invoices issued to the Customer pursuant to clause 7.3.

7.6 (Overdue Amounts – termination, suspension and interest): If a Customer fails to pay some or all of the invoiced amount within the required payment time (Overdue Amount) then Office Experts Group may, in its sole discretion:

(a) immediately suspend provision of the Services to the Customer until the Overdue Amount (and any interest payable) has been paid in full;

(b) terminate any further provision of the Services (or any other services) to the Customer;

(c) Retain any items/equipment purchased by Office Experts Group on behalf of the Customer; and

(d) charge interest on the Overdue Amount at a rate of 2% per month.

Office Experts Group will not be liable for any loss, damage, disadvantage or harm that you may suffer as a result of us deciding not to continue to perform an further work for the Customer in accordance with clause 7.6.

7.7 (Information to debt collectors): If we need to take action against you for an Overdue Amount, we may disclose to our debt collection agents any personal information that they reasonably request in order to recover the Overdue Amount (and any interest) from the Customer.

7.8 (GST):

(a) (GST Recovery) If a Supply under these Terms is subject to GST, the Recipient must pay to the Supplier an additional amount equal to the amount of any payment in connection with the Supply multiplied by the applicable GST rate.

(b) (Tax Invoices): The Supplier for any Taxable Supply under these Terms must deliver to the Recipient a Tax invoice that complies with all of the requirements of the GST Act prior to any obligation arising on the Recipient to pay the consideration for a Taxable Supply.

(c) (Time of Payment): The additional amount is payable at the same time as the consideration for the Supply is payable or is to be provided. However, the additional amount need not be paid until the Supplier gives the recipient a Tax Invoice.

(d) (Change in GST amount): If the amount of GST payable on Supplies under these Terms changes because of an Adjustment Event, the parties must do all things necessary to ensure that the Adjustment Event is appropriately recognised, including the issue of an Adjustment Note if required under the GST Act.

(e) (Meaning of Key Terms): Capitalised terms used in this clause that are not otherwise defined in these Terms have the meaning given in the GST Act.

8.1 Office Experts Group warrants that it will take all reasonable care and diligence to ensure the Services are provided to the Service Standard.

8.2 The Customer warrants that it will:

(a) take all reasonable steps to facilitate the provision of the Services by Office Experts Group; and

(b) will pay all properly invoiced amounts when due and payable and any Overdue Amounts on demand.

9.1 Subject to law, Office Experts Group’s liability to the Customer in respect of the Services is limited to the total amount invoiced to the Customer in respect of the relevant Services.

9.2 Office Experts will not be liable for any damage or loss incurred by the Customer where such damage or loss is caused by the Customer.

9.3 Office Experts Group will not be liable where the Customer incurs loss due to a suspension of services by Office Experts Group caused by a failure of the Customer to pay any amount to Office Experts Group when such amount is due and payable.

10.1 (Customer): The Customer shall:

(a) indemnify and keep indemnified on demand; and

(b) by way of continuing indemnity, defend and keep harmless, Office Experts Group and its officers, contractors and employees from and against all direct liabilities, damages, losses, penalties, demands, suits, costs, payments, outgoings expenses and proceedings of any nature whatsoever in relation to:

(c) any failure by the Customer to pay any amount due and payable to Office Experts Group;

(d) any other breach of these Terms by the Customer; or

(e) any reputational damage to the business or brand associated with Office Experts Group that is caused by the Customer.

10.2 (Limitation): The indemnity in clause 10.1 does not extend to any loss or damage that is attributable to the negligent or reckless act or omission, or wilful misconduct, of Office Experts Group or its officers and employees (including any breach of these Terms by Office Experts Group).

10.3 (Survival): The provisions of this clause 10 survive termination of these Terms.

11.1 (Privacy): Office Experts Group is bound by the privacy principles contained under the Privacy Act 1988 (Cth). Office Experts Group’s privacy policy is available at its website www.officeexperts.com.au. You must ensure that any personal information you give us is given with the consent of the person to whom it relates. Office Experts Group may use and disclose this information as required in relation to the Services that we provide, and in accordance with the privacy policy.

11.2 (Credit checks): If Office Experts Group provides the Services in advance of payment, then Office Experts Group may, in its sole discretion, liaise with third party providers to obtain a credit search and credit history of the Customer. The Customer agrees to cooperate with Office Experts Group in respect of any such credit check.

Office Experts Group agrees to devote all necessary time, attention, work, effort and expertise to the provision of the Services as reasonably determined by Office Experts Group from time to time.

The Customer is invited to obtain independent legal advice in relation to these Terms if the Customer would like to do so. Office Experts Group recommends that the Customer obtain such independent advice.

These Terms may be varied by Office Experts Group upon prior written notice to the Customer.

(Informal resolution): Office Experts Group will initially attempt to resolve any dispute that may arise between the Customer and Office Experts Group in relation to the Services by informal means. Office Experts Group agrees to take all reasonable steps to resolve any dispute to the Customer’s satisfaction.

16.1 (Records): The Customer must keep such information and material in respect of the Services from time to time to ensure that Office Experts Group can satisfy its obligations under these Terms and pursuant to Relevant Law.

16.2 (Survival): This clause 16 survives termination of these Terms.

17.1 (Confidential Information) Office Experts Group agrees to:

(a) treat all Confidential Information as secret and confidential and not use such Confidential Information for any unauthorised purpose;

(b) not disclose any Confidential Information to any person other than an employee or agent or sub-contractor who requires that information to effectively perform their respective duties, who are aware the information is confidential, and who are bound to treat it as such;

(c) ensure that it complies with any separate confidentiality agreements or undertakings entered into with the Customer from time to time; and

(d) not use any Confidential Information for its own purposes, or for the benefit of any third party, except as expressly authorised by the Customer.

17.2 (Exception): Nothing in this clause 17 prevents the Office Experts Group from disclosing Confidential Information:

(a) to its professional advisers upon those persons undertaking to keep confidential any information so disclosed; or

(b) to comply with any Relevant Law or requirement of any regulatory body; or

(c) to the extent that disclosure is required to perform the Services in accordance with these Terms; or

(d) with the prior written consent of the Customer.

17.3 (Survival): The provisions of this clause 17 will continue to apply notwithstanding that these Terms have come to an end.

18.1 (Definitions): For the purposes of this clause, the following definitions apply:

(a) Intellectual Property Rights means:

(i) copyright, patents, procedures, processes, source code, formulae, methods of production, inventions, innovations, know-how, confidential information, database rights, and rights in trade marks and designs (whether registered or unregistered);

(ii) applications for registration, and the right to apply for registration, for any of the same; and

(iii) all other intellectual property rights and equivalent or similar forms of protection, existing anywhere in the world; and

(b) IP Materials means all documents, software, photographic or graphic works of any type, and other materials in any medium or format which are created by or on behalf of Office Experts Group in the course of performing the Services and which are protected or relate to Intellectual Property Rights.

18.2 (Treatment of Intellectual Property Rights): The Customer will be entitled to all Intellectual Property Rights in any IP Materials produced by Office Experts Group in giving effect to the Services. However, the Customer acknowledges that Office Experts Group retains ownership of all Intellectual Property Rights which exist or which arise (whether through creation, authorship, production, evolution, discovery, development or invention) in the process of performing the Services.

18.3 (Third Party Rights): The Customer represents and warrants that it will not infringe the Intellectual property Rights of any third party in requesting Office Experts Group to perform the Services. The Customer indemnifies Office Experts Group for any loss, damage or expense suffered or incurred by Office Experts Group as the result of any claim that the items serviced by Office Experts Group at the request of the Customer infringe the Intellectual Property Rights of any person.

18.4 (Survival): The provisions of this clause 18 survive termination of these Terms.

19.1 (Severance): Any provision of these Terms which is invalid or unenforceable in a particular jurisdiction, may be read down or severed to the extent of the invalidity or unenforceability in that jurisdiction only. The invalidity or unenforceability of a provision of these Terms in one jurisdiction does not affect the:

(a) application of that provision in any other jurisdiction in which it is valid and enforceable; or

(b) remaining provisions of these Terms.

19.2 (Authority): Unless these Terms expressly provide otherwise, no party has the authority to act for, or incur any obligation on behalf of, the other parties.

19.3 (Costs): Each party must bear its own costs in respect of the entry into and negotiation of these Terms.

19.4 (Entire Agreement): These Terms comprise the parties’ entire understanding in relation to the subject matter of these Terms and supersede any prior agreement or arrangement.

19.5 (Reliance): The Customer acknowledges that it has entered these Terms:
(a) without reliance on any representation made by Office Experts Group or its officers or agents; and

(b) having made its own investigation and analysis of all matters relevant to these Terms.

19.6 (Cumulative): The rights, remedies and powers of the parties under these Terms are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

19.7 (Consent): Unless these Terms expressly provides otherwise, any approval or consent required to be obtained under these Terms may be withheld, given conditionally, or given unconditionally, in each case in the relevant party’s absolute discretion.

19.8 (Waiver): A right granted to one party under these Terms may only be waived by that party giving notice in writing to the other party. A party does not waive any right granted under these Terms by not exercising that right immediately.

19.9 (Governing law and Jurisdiction): These Terms are governed by the laws in force in the State of New South Wales and the parties submit to the exclusive jurisdiction of the Supreme Court of New South Wales to decide any dispute between them in relation to these Terms.

(a) Microsoft Office design, construction, maintenance and support of documents, spreadsheets, presentations and databases.

(b) Programming in Microsoft Office to produce automated solutions using VBA.

(c) Creation and support of solutions using Microsoft Azure, Visual Studio and SQL Server.

(d) Integration of data to and from our solutions using 3rd party software, 3rd party APIs, ODBC and data files.

(e) Web Development using PHP, HTML2, JavaScript.

(f) Other software that is sometimes required to complete the Business’ solutions.

• HomeOffice ExpertsExcel ExpertsPower Platform ExpertsAccess ExpertsWord Experts

• Office Experts

• Excel Experts

• Power Platform Experts

• Access Experts

• Word Experts

• ServicesAll Our ServicesMicrosoft Power PlatformMicrosoft Power AppsMicrosoft Power BIMicrosoft Power AutomateMicrosoft Power PagesBy Office ProductMicrosoft OfficeMicrosoft ExcelMicrosoft AccessMicrosoft WordMicrosoft PowerPointMicrosoft Office 365By Business SolutionVBA Macro DevelopmentCustom Office SolutionsDatabase SolutionsOnline SolutionsMicrosoft Cloud Based SolutionsDashboards3rd Party App or Office IntegrationOffice and SQL ServerUpgrades and MigrationAdd-in Creation

• All Our Services

• Microsoft Power PlatformMicrosoft Power AppsMicrosoft Power BIMicrosoft Power AutomateMicrosoft Power Pages

• Microsoft Power Apps

• Microsoft Power BI

• Microsoft Power Automate

• Microsoft Power Pages

• By Office ProductMicrosoft OfficeMicrosoft ExcelMicrosoft AccessMicrosoft WordMicrosoft PowerPointMicrosoft Office 365

• Microsoft Office

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Access Experts: https://www.accessexperts.com.au

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All Our Services: https://www.officeexperts.com.au/services/

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Microsoft SQL Server: https://www.officeexperts.com.au/services/by-business-solution/office-and-sql-server-integration

Microsoft SharePoint: https://www.officeexperts.com.au/services/by-business-solution/online-solutions

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