



JASMATUPH CREATIONS  
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**Version No. 004**  
**Standard Terms and Conditions of Trade**  
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## 1. SUPPLY OF GOODS AND SERVICES

- 1.1 Subject to these terms and conditions, **Jasmatuph Creations** will provide the client with the Goods("Goods") and/or Services("Services") specified in a signed Quote("Quote")
- 1.2 The payment of goods is clarified in a separate document entitled "Payment Schedule & Agreement".

## 2. ALLIANCE PARTNER

- 2.1 For the purpose of this document a **Jasmatuph Creations'** Alliance Partner is a specialised graphic designer or musician who **Jasmatuph Creations** may, from time to time, engage for a specific project or service.

## 3. LICENCE AGREEMENTS

- 3.1 The Client will comply with the terms of any licence agreement applicable to any part of the Goods.

## 4. RISK IN GOODS

- 4.1 Risk in the Goods shall pass to the Client upon delivery to the Client.
- 4.2 Delivery shall occur upon physical delivery to the Client or if installation is required upon installation at the Client's premises.
- 4.3 **Jasmatuph Creations** and authorised Alliance Partners are permitted to deliver and install Goods at the address given to **Jasmatuph Creations** by the Client for that purpose it is expressly agreed that **Jasmatuph Creations** shall be taken to have delivered and installed the Goods in accordance with the Quote if it obtains from any person at the relevant address a receipt or signed delivery acknowledgement of the Goods.

## 5. WARRANTY

- 5.1 **Jasmatuph Creations** does NOT warrant that the Goods will be error free, the use of the Goods shall be uninterrupted or that the Goods will be fit for purpose.
- 5.2 **Jasmatuph Creations** hereby warrant that they have conducted personal and professional reference checks against all employees, agents, directors, partners or consultants involved with the Quote.

## 6. IMPLIED TERMS

- 6.1 Subject to Clause 5.2, any condition or warranty which would otherwise be implied this Agreement is excluded.
- 6.2 Clause 5.1 does not apply to a condition or warranty implied by legislation if the legislations avoids or prohibits a provision in a contract excluding or modifying liability under the condition or warranty. In that case liability for a

breach of the condition or warranty is (at **Jasmatuph Creations'** option) limited to :

6.2.1 In the case of Goods, any 1 or more of the following :

6.2.1.1 The replacement of the Goods or the supply of equivalent Goods;

6.2.1.2 The repair of the Goods

6.2.1.3 The payment of the cost of replacing the Goods or of acquiring equivalent Goods; or

6.2.1.4 The payment of the cost of having the Goods repaired ; and

6.2.2 In the case of Services :

6.2.2.1 The supplying of the Services again ; or

6.2.2.2 The payment of the cost of having the Services supplied again.

## 7. GOODS AND SERVICES TAX

7.1 In this clause:

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

7.1.2 Words used in this clause which have a defined meaning in A New Tax System (Goods and Services Tax) Act 1999 and associated acts and legislative instruments (collectively , "GST Law") have the same meaning as in the GST Law, unless the context otherwise requires.

7.2 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this Agreement.

7.3 If either party ("Claiming Party") is entitled under this Agreement to be paid, reimbursed or indemnified by the other party ("Reimbursing party") for an amount, cost or expense received or incurred by the other party in connection with this agreement and the Claiming Party may claim an input tax credit in relation to the GST component of that amount, cost or expense , them:

7.3.1 The Claiming Party must calculate the amount claimed from the Reimbursing party net of any GST component of the amount, cost or expense, to which net amount GST will then be added; and

7.3.2 The Reimbursing Party must pay the net amount and GST on that net amount

## 8. STANDARD CONSULTING DAYS AND CHARGES

8.1 For the purposes of the Quote, a day is defined as 9 hours between 10:00 hours (10:00am) to 18:00 hours (6:00pm) Monday through to Friday excluding public holidays.

8.2 Standard on-site consulting hours are charged at **\$80** per hour for each on-site **Jasmatuph Creations** employee or contractor plus GST, unless other arrangements have been made.

8.3 A minimum call out fee of **\$160** plus GST (2 hours) applies for all consultations, unless other arrangements have been made.

8.3 Invoices will be emailed as a Portable Document Format (PDF), which will require the installation of Adobe Reader 5.0 or greater, a day after the Quote has been completed or delivered.

8.4 Payment of all invoices are strictly fourteen (14) days from the day the Quote was completed, unless other arrangements have been made, or a service contract has been signed where payment terms have been defined separately.

## 9. CHANGES TO HOURLY RATES

9.1 **Jasmatuph Creations** reserves the right to increase the hourly rate, where it sees fit, provided the Client is notified in writing 30 days prior to the scheduled rate increase.

9.2 If the Client has a Service Contract signed with **Jasmatuph Creations**, the hourly rate specified in the service contract shall prevail for the duration of the contractor. Once the contract has ended the standard hourly rate (as defined in clause 8.2 and subject to change as outlined in 9.1) shall apply for any work which may be required, until another Service Contract negotiated.

## 10. REMOTE HELP DESK SUPPORT

10.1 Remote Help Desk Support is defined as providing remote assistance to the Client for any problem which they require assistance relating to the supplied software.

10.2 Remote Support is available during standard business hours as defined in

10.2.1 If After hours support is required it will be subjected to the same after hour conditions as listed in clause 11.1.1 and 11.1.2.

10.3 All remote help desk support requests are charged at the standard rate of **\$80.00** per hour plus GST, in 15 minute increments, i.e. remote help desk support will be charged increments of 15 minutes at **\$20.00** plus GST.

- 10.4 Upon receipt of a help desk request either by telephone, email , or fax , **Jasmatuph Creations** will attempt to respond to the request in a timely manner (see clause 10.9), by contacting the Client.
- 10.5 Timing of the call will commence as soon as **Jasmatuph Creations** has started to engage the Client in an attempt to rectify the problem and will cease when the Client or **Jasmatuph Creations** terminates the call or the problem has been resolved to the satisfaction of the Client.
- 10.6 Clients shall receive an invoice for all Help Desk Support services at the end of every month, if the amount owing is greater than **\$80.00** plus GST.
- 10.7 The payment of Help Desk Support invoices shall remain at 14 days as defined in clause 1.3.
- 10.8 A Help Desk Activity Statement will accompany all invoices and will show the nature , duration, the resolution and the related charges of the support call.
- 10.9 The standard response time from a received support call to initial Client contact is within 4 hours, unless other arrangements have been made.

## 11. ON-SITE CONSULTING AFTER HOURS CHARGES

- 11.1 After Hours Charges apply for all services rendered by a **Jasmatuph Creations** consultant out-side of the standard business hours, as defined in 8.1.
- 11.1.1 **Time and a Half** (\$80.00 Standard + \$40.00, total charge of \$120.00 per hour plus GST); Charged for the first three (3) hours between 18:00 (6pm) until 22:00 hours (10:00am) Monday to Friday and Saturday between 10:00 hours (10:00am) until 18:00 hours (6:00pm), excludes Sundays and public holidays.
- 11.1.2 **Double Time** (\$80.00 Standard + \$80.00, total charge of \$160.00 per hour plus GST); Charged after 22:00 hours (10:00pm) until 10:00 hours (10:00 am) Monday to Friday; Saturday after 18:00 hours (6:00pm), all day Sunday and public holidays.

## 12. TRAVEL AND EXPENSES

- 12.1 Any costs associated with the delivery of Services by contractors, partners and consultants that necessitate travel will be charged to the Client at the cost plus GST (where applicable).
- 12.2 Any costs associated with the delivery of Products and Services directly from **Jasmatuph Creations** consultant that necessitate travel will be charged to the Client at the standard rate as defined clause 8.2.
- 12.3 Expenses incurred by **Jasmatuph Creations** contractors while travelling to, or performing work at the Clients premises will be charged to the Client at cost plus GST) where applicable. Invoices will be issued fortnightly with payment terms 14 days net.

- 12.4 Travel to the Client's premises from **Jasmatuph Creations** (Camberwell, VIC) will be charged at half the standard rate as defined in clause 8.2. The time take to travel to the client's premises will be calculated using the Sensis Whereis web site <http://www.whereis.com>
- 12.5 Travel from the Client's place of work to **Jasmatuph Creations'** office (Camberwell, VIC) is not charged.

### 13. AFTER HOURS TRAVEL

- 13.1 Travel to the client's premises outside of the standard operating hours are subject to the same after hours charges as defined in clause 11.1.
- 13.2 After Hours travel is for all on-site service calls made after 18:00 hours (6:00 pm) and before 10:00 hours (10:00am) Monday to Friday, all day Saturday, Sunday and public holidays.
- 13.3 The time taken to travel to the clients premises will be calculated using the Sensis Whereis web site <http://www.whereis.com>
- 13.4 Travel from the Client's place of work to **Jasmatuph Creations'** office (Camberwell, VIC) is not charged.

### 14. QUOTATION VALIDITY DATES

- 14.1 **Jasmatuph Creations** quotations to supply the Goods or Services are valid for 28 days from the date specified on the quotation.

### 15. COMMENCEMENT OF SERVICES

- 15.1 **Jasmatuph Creations** will:

15.1.1 Schedule the commencement of any Services;

15.1.2 Arrange for the supply of any Goods, upon the Client's acceptance of the terms of the Quote.

- 15.2 In order to accept the terms of the Quote the Client must either:

15.2.1 Sign the appropriate section of the quote and fax it to **Jasmatuph Creations** on +61 3 9827 4062; or indicate its acceptance of the terms of the quote in an email sent to **Jasmatuph Creations** ([info@jasmatuphcreations.com](mailto:info@jasmatuphcreations.com)).

### 16. LIABILITY

- 16.1 Professional Indemnity

16.1.1 For all services provided directly to the Representatives of the Quote by **Jasmatuph Creations** consultants shall be at the Clients own risk. **Jasmatuph Creations** will not be held responsible or be made liable for:

- 16.1.1.1 Disruption to the day to day operation and functioning of the business
  - 16.1.1.2 Loss of income to the business due to damage or disruption
  - 16.1.1.3 Damage to property or equipment
  - 16.1.1.4 Any other event caused by service delivered to the Client by **Jasmatuph Creations** not specifically stated in these terms and conditions, which may cause disruption or loss of income to the Client.
- 16.1.2 The Client and Representatives of the quote, upon agreeing to the terms and conditions stated herein release **Jasmatuph Creations** and its alliance partners from all liability related to services and or products delivered under the Quote.

## 17. CONFIDENTIALITY AND PRIVACY

- 17.1 All information provided to **Jasmatuph Creations** by or on behalf of the Client under Quote shall be treated as confidential by **Jasmatuph Creations** and its authorised Alliance Partner(s). In this clause 17 this information is referred to as "Confidential Information".
- 17.2 **Jasmatuph Creations** its employees, agents, directors, partners, shareholders or consultants shall not disclose to any person, any Confidential Information or Information relating to the Clients or the affairs of others which may have come to its or their knowledge as a result of the Quote.
- 17.3 **Jasmatuph Creations** shall ensure that all of its servants and agents who provide Services execute a deed of confidentiality regarding the Confidential Information if the Client so requires.
- 17.4 The Client shall be entitled to release to its insurer and other appropriate parties a copy of any report provided by **Jasmatuph Creations** relating to or in the course of the Services and general information regarding the nature of the services.
- 17.5 **Jasmatuph Creations** must comply with the requirements of the provisions of the information Privacy Act 2000 (Victoria) and any Code of Practice to any act done or practice engaged in the same way and to the same extent as the Client would have been bound in doing such act or engaging in such practice.

## 18. GOVERNING LAW AND JURISDICTION

- 18.1 The law of Victoria and Australia governs this Agreement.
- 18.2 The parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.

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|  |
| Signed and dated on behalf of <b>Jasmatuph Creations</b>                         |
|  |
| Name of Authorised Jasmatuph Creations Representative                            |
| The above signatory represents the acceptance of the Standard Terms & Conditions |

|  |
|--|
|  |
| Signed and dated on behalf of <b>Client</b>  |
|  |
| Client Name  |
| The above signatory represents the acceptance of the "Standard Terms and Conditions of Trade V004" |
| (the Client is an authorised representative of the Quote)  |