

### 1. Our contract with you

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- 1.1. These Product Terms apply to the services ('Project Services') provided by the Company ('us', 'we' or 'our') to the Customer ('you' or 'your') under the Brennan IT Order Form.
- 1.2. These Product Terms, together with:
  - 1.2.1. the Brennan IT Order Form referencing these Product Terms ; and
  - 1.2.2. our Master Terms at <http://www.brennanit.com.au/msa> form the contract between us and you for the provision of Project Services.
- 1.3. Any undefined capitalised terms used in these Product Terms have the same meaning as defined in the Master Terms.

### 2. Definitions

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- 2.1. For the purpose of these Product Terms the following words are defined:
  - 'Agreed Value' is the total cost of the goods and services we provide and have agreed with you;
  - 'Project Commencement' is the date on which you authorise for the work to commence;
  - 'Project Commencement Payment' is the percentage of the Agreed Value that is payable upon Project Commencement;
  - 'Project Completion' is the date on which both of the parties jointly agree that the engagement has been concluded and the Project Completion Notification has been received;
  - 'Project Completion Payment' is the amount payable as a percentage of the Agreed Value that is payable once Project Completion has been agreed;
  - 'Project Deliverables' is the set of objectives for the project; 'Project Halt' means a state in which all activity required to progress the Project Deliverables has been stopped;
  - 'Project Progress Payment' is the amount of the Agreed Value payable at various stages during the course of the project.

### 3. Project Services

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- 3.1. We will provide the Project Services in respect of the services identified in Service Description;
- 3.2. The Agreed Value amount covers all services and costs required to meet the stated Project Deliverables except where a change in the scope of the project increases the cost or effort required to reach the Project Deliverables.

### 4. Term and renewal

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- 4.1. This Service Contract begins at Project Commencement and continues in accordance with these terms and conditions until Project Completion or the Project Completion Payment is made, whichever is the latter, unless the Service Contract is terminated earlier in accordance with the Master Terms.
- 4.2. We will provide the Project Services to you, subject to these Product Terms and the Master Terms.
- 4.3. Before the end of the term, the parties may agree to extend the duration of your Service Contract on the same terms and conditions.
- 4.4. Despite anything to the contrary, the provision of services under these Product Terms may be terminated or suspended in accordance with the Master Terms.

### 5. Change of Scope

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- 5.1. Where a change is minor in nature you are deemed to accept and authorise the change to proceed with acceptance in associated fees, we will advise you in writing post incurring additional costs.
- 5.2. Should a change in scope occur, we will advise you in writing prior to incurring additional costs.
- 5.3. In the event that a major change in scope is required, you are deemed to accept our variation in fees (unless we receive your written objection within 7 days of our notification to you). Any variation in scope or price by us (in accordance with the Service Contract), is not deemed to be a breach of a Service Contract.
- 5.4. Where any variation or change in scope occurs, we may vary the agreed timelines / milestones as reasonably required by us.

- 5.5. Should the major change in scope be deemed by us to be essential by us to progression of the Project Deliverables, but the variation in fees has not been approved, we will notify you of Project Halt which will remain in effect either until the fee variation is approved or an alternative approach is mutually agreed.
- 5.6. If the approval of fee variation is not available within the required timeframe then you are liable for any costs incurred by us;

## **6. Project Interruptions**

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- 6.1. In the case of a delay to the project caused through no fault of ours, we may reassign the allocated resources for this project to other endeavours and will where possible substitute a suitable resource once project progress is resumed. During the delay you agree to accept time associated to place the project on hold and redeploy resource, weekly review and recommencement.
- 6.2. We may instigate a Project Halt where you have failed to meet your obligations under these Product Terms and the Master Terms.
- 6.3. When Project Halt is instigated you will be advised by us, and we will invoice you a pro-rated amount of the Agreed Value which represents the actual goods and services already delivered.
- 6.4. In circumstances where Project Halt is instigated but the level of progress is exceeded by the Project Commencement Payment, we will not refund, reimburse or credit you for payments already made.

## **7. Fees**

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- 7.1. During the Term and any extension, you agree that:
  - 7.1.1. we will send you invoices setting out the Fees due for the Services provided to you at the intervals and amounts as outlined in the Payment Schedule;
  - 7.1.2. you will pay the Fees without set-off, regardless of whether it is you who uses the Services or not;
  - 7.1.3. you will pay all invoices by the date they are due under the Payment Schedule;
- 7.2. Despite anything to the contrary, the provision of services under these Product Terms may be terminated or suspended in accordance with the Master Terms.
- 7.3. Where we find a requirement for additional materials which are minor in nature deemed to be essential by us to progression of the Project Deliverable you authorise us to proceed with purchase and agree to any associated fees.
- 7.4. All Travel & Expenses incurred during the delivery of this project will be charged on a as cost basis plus administration fee.

## **8. Faults**

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- 8.1. If you report a fault in the Project Services which we find to be caused by your equipment, or your failure to care for our equipment (or any other act or omission of yours), we may charge you a service charge calculated at the Hourly Rate for Excluded Items on the basis that all activities in connection with this event will be considered an Excluded Item.



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