
**STANDARD TERMS OF ENGAGEMENT
FOR JUST GO WRITE (AUSTRALIA) ABN 31 689 014 455**

In this document:

Terms of Engagement means this document and the Schedule relevant to the service package you have selected.

Confidential Information includes, but is not limited to, all information relating to your business including its databases, finances, operations, techniques, Intellectual Property, trade connections, methods or transactions including customer names and addresses.

Costs means the Costs described in the Schedule relevant to the service package you have selected.

Disbursements means the Disbursements described in the Schedule relevant to the service package you have selected.

Intellectual Property means all methodologies, processes, inventions, discoveries and novel designs whether or not registrable as designs or patents including any invention of or developments or improvements to equipment, methods or techniques.

Terms means the terms and conditions contained in this document, as amended by us and published on our website www.justgowrite.com.au; www.publicityexpress.com.au and www.wordofmouthpr.com.au from time to time.

Works means the Services described in the Schedule relevant to the service package you have selected.

“we”, “us” or “our” means Just Go Write Pty Limited trading as Just Go Write (Australia) ABN 31 689 014 455.

1. Offer

We offer to undertake the Works on the terms and conditions contained in this document.

We do not provide advice on other matters including (without limitation) legal, financial, taxation or accounting matters, however, we can refer you to appropriate experts if you require such advice.

2. Works

The Works we are to perform are set out in the Schedule relevant to the service package you have selected, which forms part of our Terms of Engagement. We will not be obliged to undertake tasks unless they are set out in the Schedule relevant to the service package you have selected or in subsequent written communications between us.

The scope of the Works may expand beyond this at your request. We reserve the right to renegotiate the Costs and Disbursements should any particular aspect of the project change and we will endeavour to promptly agree a mutually acceptable adjustment.

3. Your obligations

To do the best job we can, we need you to give us full, clear and accurate instructions in a timely manner including providing the assistance and facilities we require and all information, documents and other records (or access thereto) relevant to the services we are providing to you. We do not accept any responsibility for delays in providing our services or performing the Works which arise as a result of your failure to provide information requested by us including forms that we have requested you to complete by the date required.

You must ensure that the information, documents and other records provided to us are true, accurate and not misleading.

You must also ensure that databases are protected and that regular backups of data are undertaken. We do not take any responsibility for data losses that are caused by or contributed to by an act or omission, including a negligent act or omission, of us or a contractor or sub-contractor engaged by us.

You must advise all of our personnel who visit your premises of the health and safety regulations applicable to your workplace, including those in relation to safety equipment, emergency evacuation and the reporting of accidents and hazards.

You must act reasonably and take reasonable care to protect your own interests in respect of the services we provide to you and any transaction relevant to the services provided by us, including satisfying yourself as to the commercial viability of the transaction. You agree that you have the sole responsibility for all such matters as they are outside the scope of our expertise.

4. Costs

Our **estimate** of our Costs for undertaking the Works is set out in the Schedule relevant to the service package you have selected.

The final Costs may differ from the estimate if the scope or nature of the Works changes or if unforeseen circumstances arise. You should therefore view the estimate as our best guess of the cost of our services based on the information given to us to date. The estimate is not a fixed price quote.

Any work falling outside the scope of the Works but performed on your behalf or at your request will be charged at a rate in our Terms of Engagement unless otherwise agreed in writing.

**STANDARD TERMS OF ENGAGEMENT
FOR JUST GO WRITE (AUSTRALIA) ABN 31 689 014 455**

5. Disbursements

Our Costs exclude any costs or fees payable to other consultants, contractors, sub-contractors, councils and other statutory authorities relevant to the project. Any other expenses incurred by us directly related to this project, including but not limited to, travel expenses, accommodation, printing, couriers, hire cars, parking and taxis will be in addition to our fees and added to our accounts at cost.

We will endeavour to obtain your prior approval when incurring individual Disbursements over \$300.00. You agree to reimburse us, following issue of an account or to provide funds to us in advance (at our discretion), in respect of any liability or expense incurred on your behalf in progressing the project.

6. Goods and Services Tax

All rates, Costs and Disbursements in our Terms of Engagement are GST exclusive unless otherwise stated. Where the service provided is subject to GST, GST of 10% will be added and charged to you.

7. Accounts and interest

If the Costs of the Works include an annual fee, the annual fee will be invoiced in advance. If the Costs of the Works include subscriptions, the subscriptions will either be invoiced one month or 4 weeks in advance or may be invoiced weekly or monthly.

All accounts must be paid in full within 14 days of issue. If our accounts are not paid in full within 14 days of issue, we may charge you interest on the unpaid amount at the rate of 10% per annum and we may cease work on your behalf until the all outstanding accounts plus interest are paid in full.

8. Outstanding accounts

If any account remains outstanding for a period of 45 days or more, you hereby charge in our favour any real or personal property in which you have an interest with payment of any outstanding Costs or Disbursements and you irrevocably authorise us to lodge caveats to notify and protect that charge in relation to any real property in which you have an interest.

If you are not entering into these Terms and Conditions as an individual, the directors of relevant entity personally guarantee the payment of any account that remains outstanding for a period of 45 days or more. If an account remains outstanding for more than 60 days, you authorise us to provide your particulars and the particulars of the unpaid debt to

any credit reporting agency to have the default in payment listed.

We may retain any documents held on your behalf pending payment of any outstanding account.

9. Our duty of care

Our duty of care is to the client named in this offer, if accepted. We do not owe any duty of care or liability to any other person to the extent permitted by law.

10. Termination

If this offer is accepted, the agreement between us may be terminated by either you or us providing 60 days written notice to the other.

On termination, all Costs and Disbursements we have incurred on your behalf in undertaking the Works or progressing the project will become immediately due and payable and an account will be immediately rendered for those Costs and Disbursements. We will refund pro-rata any remainder of annual fee paid by you in advance.

Where the agreement between us is terminated prior to the completion of the Works, you will be liable to pay any additional costs that we incur in connection with the early termination.

The agreement between us will automatically terminate at the conclusion of the Service Period as set out in the Schedule relevant to the service package you have selected unless the parties agree in writing to renew the agreement at any time prior to the expiry of the Service Period.

11. Deposit and payments in advance

We may ask you from time to time to provide deposits or payments in advance of anticipated Costs and Disbursements and you agree to provide such deposits or payments in advance on request including the annual fee and subscription fees.

12. Agency and delegation

(a) In circumstances where you authorise or require us to engage contractors or sub-contractors to take steps to progress the project and to give directions in the provision of the services, you hereby accept all responsibility and indemnify us for the work performed, any act, omission, default or neglect of such contractor or sub-contractor.

(b) We will undertake the Works and perform the powers, duties or authorities conferred on us by you as your agent on the terms and conditions stated in our Terms of Engagement.

**STANDARD TERMS OF ENGAGEMENT
FOR JUST GO WRITE (AUSTRALIA) ABN 31 689 014 455**

(c) We may delegate the performance of any obligation of ours under our Terms of Engagement at our discretion.

13. Release and indemnity

You hereby release and indemnify us and agree to forever keep us indemnified from any and all cost, damage, liability, expense or loss, including indirect, consequential and special losses, that we may incur in relation to you or any third party, where the cost, damage, liability, expense or loss is caused by or contributed to by an act or omission, including a negligent act or omission, of us or a contractor or sub-contractor engaged by us in undertaking the Works or in performing any of the powers, duties or authorities conferred on us under our Terms of Engagement, including those of our employees, servants, agents or any delegate. This clause survives termination.

14. Risk & Insurance

You must, during the term of our engagement and for a period of 6 months thereafter maintain, at your own cost, insurance policies with a reputable insurer to cover such risks as may reasonably arise pursuant to this agreement, including public liability insurance for an amount of not less than \$10,000,000 and workers compensation insurance for all of your employees and you must produce a copy of the policy or policies of insurance and certificates of currency to us on request.

15. Warranties and Representations

We do not provide any warranties or representations regarding the results or success of the products or services we provide. Any warranty or guarantee which would otherwise be implied in any agreement between us or in these Terms (including but not limited to suitability of services or results of services such as improving service, increasing sales and increasing market awareness of your business) is expressly denied and is excluded to the maximum extent permitted by law.

16. Contractual limitation of liability

To the extent permitted by law, and notwithstanding Clause 13 entitled "Release & Indemnity", our liability to you in respect of any cost, damage, liability, expense or loss (including those caused or contributed to by our negligence) is limited to the Costs paid by you to us pursuant to this agreement, exclusive of Disbursements and exclusive of any GST.

17. Confidentiality

The parties agree that Confidential Information shall be treated as confidential and not be used or disclosed either directly or indirectly except in the normal course of the Works or to the parties' advisors or as required by law. This obligation shall continue after the completion of the Works and/or after the agreement between us is terminated.

No confidentiality exists in any document or information which:

- (a) at the time of its disclosure is in the public domain;
- (b) after disclosure becomes generally available in the public domain otherwise than by disclosure in breach of this agreement;
- (c) is known to the parties prior to discussing the project or entering into these Terms of Engagement, whichever is the earlier; or
- (d) is received from a third party who owes no obligation of confidence in respect of the Confidential Information.

18. Intellectual property rights

- (a) All Intellectual Property brought to and utilised by us in performing the Works remains our property, whether under licence from another or otherwise.
- (b) Any Intellectual Property developed by us in the course of performing the Works is our property and may be used in any way we deem appropriate, including for other clients, without any obligation to account to you.
- (c) We reserve the right to retain a copy of any documentation or software we prepare for you.

19. Records

- (a) Working papers we produce in the course of performing the Works are our property and we have no obligation to disclose the contents of the working papers to you or to any other person.
- (b) After a period of time, we may destroy our working papers, reports and other records relating to the Works, including any of your documents that have come into our possession in the course of performing the Works unless we expressly agree otherwise with you in writing.

20. General

(a) Email

Any communications or documents transmitted by email may be interfered with, contain computer

**STANDARD TERMS OF ENGAGEMENT
FOR JUST GO WRITE (AUSTRALIA) ABN 31 689 014 455**

viruses or other defects or may not be successfully replicated on other systems.

We will not be liable for any copying, recording, reading or interference by others during or after a transmission, for any delay or non-delivery or for any damage or loss caused in connection with a transmission and you hereby release and indemnify us from any claim relating to any such damage or loss caused.

If you have any doubts about the authenticity of any communications or documents purportedly sent by us, please contact us immediately.

(b) Notices

All notices required or permitted to be given under our Terms of Engagement must be in writing and given by personal service, pre-paid postage, facsimile transmission or e-mail transmission at the addresses of the parties as stated in our Terms of Engagement.

(b) No waiver

(i) No right under our Terms of Engagement will be waived except as expressly agreed in writing and signed by us. We will not waive a right we grant an extension or forbearance to you. A waiver by us of any matter does not prejudice our rights in respect of any subsequent or other matter. Any non-exercise or partial exercise of, or any delay in exercising any right or remedy does not constitute a waiver of that right or remedy.

(ii) These Terms of Engagement may only be amended in writing signed by each of us.

(c) Independent legal advice

You acknowledge that you have had adequate opportunity to obtain independent legal advice as to the meaning and effect of our Terms of Engagement before it was entered into.

(d) Entire agreement

(i) This document supersedes all previous agreements and embodies the entire agreement between us in relation to this project. Any previous correspondence, negotiations or representations before this offer is accepted does not bind either us or you and neither we nor you can rely on them.

(ii) Any warranty or condition which would otherwise be implied in these Terms of Engagement is excluded to the maximum extent permitted by law.

(e) Severance

If (but for this clause) a provision of these Terms of Engagement would be illegal, void, unenforceable or contravene the law, these Terms of Engagement are to be varied so as to give effect to the intention of the Terms of Engagement or severed without affecting the enforceability of the other provisions and failing that, the offending provision is to be interpreted as if the provision was omitted.

(f) Governing law and jurisdiction

(i) These Terms of Engagement and the transactions contemplated by them are governed by the law of New South Wales, Australia.

(ii) We each irrevocably submit to the jurisdiction of the Courts of New South Wales, Australia and all Courts called to hear appeals from the Courts of New South Wales in respect of the Terms of Engagement or its subject matter.

(g) Disputes and arbitration

All questions, disputes or differences which arise between us with respect to the Terms of Engagement or its subject matter are to be referred to a single arbitrator in accordance with the provisions of the *Commercial Arbitration Act 1984* (NSW) or any re-enactment or statutory modification of that law for the time being in force.

21. Force majeure

Each of us will be released from our respective obligations under the Terms of Engagement (except as to payment and indemnity) in the event of national emergency, war, prohibitive governmental regulations or where any other cause beyond the reasonable control of either you or us including strike, riot, lockout or trade disputes, renders performance of the Works impossible for continuous period of one month.

22. Acceptance of this offer

This offer remains open for acceptance for 14 days unless withdrawn by us earlier and may be accepted by clicking the "Accept" box on our website or signing and returning this document. If you are not entering into these Terms of Engagement as an individual, by signing this document or clicking accept you warrant that you are authorised to accept these Terms of Engagement on behalf of the relevant entity.

SCHEDULE 1

Virtual PA with a PR Slice eNewsletter marketing service package

Virtual PA with a PR Slice eNewsletter marketing service package runs for a period of 12 months (**Service Period**) from the date of commencement. During this time you will receive the following services:

- One eNewsletter per month, up to 800 words across 3-5 stories, copywritten, designed and distributed, including on set of revisions. We have a selection of templates for you to choose from that we then personalise the design with you logo and contact details.
- One promotional e-offer per quarter, up to 350 words, copy written, designed and distributed, including one set of revisions
- Two e-templates, one for your eNewsletter, one for your quarterly e-offer, that you choose from our design selections, that is then personalised with your current logo and contact details. If you wish to utilise your existing eNewsletter template and distribution systems, an additional service fee of 30% applies to the overall annual, monthly or weekly subscription fees.
- Four eDM promos being one per quarter,
- One hour cleaning of your database at the commencement of our service before mailing commences.
(**Services**)

Additional costs will be charged in the following circumstances at the rates as specified:

1. If you wish to utilise your existing eNewsletter template and distribution systems, an additional service fee of 30% applies to the overall annual, monthly or weekly subscription fees.
2. If you require additional cleaning of your database, additional cleaning is charged at a rate of \$30 per hour plus GST.
3. If you would like to vary the number of any of the services you receive from the amount of services provided in the service package (as set out above) without increasing the number of services provided overall then an additional service fee of 60% will apply to the overall annual, monthly or weekly subscription fees.
4. If you would like to increase the number of any one or all of the services provided additional service fees will apply for each additional service provided. The additional service fees will be provided to you on request.

We reserve the right to change the additional cost rates at any time.

SCHEDULE 2

Publicity Express 5 Star Publicity Tele-Train/ Five (5) Module Publicity Training Teleseries Event

Publicity Express 5 Star Publicity Tele-Train runs for five classes, as scheduled by us. Registrants to the program receive dial-in and VOIP access to live calls, plus links to download audio of the calls within a reasonable timeframe after each class.

Class times may be changed by us at any time. All effort will be made to inform participants of any scheduling change ahead of time.

Class content within the Publicity Express 5 Star Publicity Tele-Train may change at any time, at our discretion.

Bonus Content within the Publicity Express 5 Star Publicity Tele-Train may change at any time, at our discretion.

SCHEDULE 3

Publicity Express PR & Publicity Protégé Club

Teleclasses for members of the Publicity Express PR & Publicity Protégé Club run monthly. Registrants/Members to the program receive dial-in and VOIP access to live calls, plus links to download audio of the calls within a reasonable timeframe after each class.

Class times may be changed by us at any time. All effort will be made to inform participants of any scheduling change ahead of time.

Class content within the Publicity Express PR & Publicity Protégé Club may change at any time, at our discretion.

Bonus Content within the Publicity Express PR & Publicity Protégé Club may change at any time, at our discretion.