



## SERVICES AGREEMENT

### **Terms and conditions** on which Greater Space Pty Ltd **provides services to consumers**

Greater Space Pty Ltd provides services on the following terms and conditions.

#### **1. The meaning of some words used in these terms and conditions**

**We, us or our** is a reference to Greater Space Pty Ltd;

**You or your** is a reference to the organisation/person to whom we are providing our Services and who is required to pay for the Services we provide;

**Materials** means any materials, goods, parts or items we need to buy in order to perform the Services;

**Parties** is a reference to both us and you;

**Premises** means the place where we will provide the Services; and (services agreement

**Services** means counselling, supervision and/or professional development. The precise Services we will be providing to you will be stated in the quotation or invoice and as we agree from time to time.

#### **2. Entering into a legally binding contract**

- (a) A contract between you and us will come into being in one of two ways:
  - (i) When you sign the quotation or invoice we and you will enter into a legally binding contract on the date you sign or pay.
  - (ii) Where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- (b) We suggest that before you sign the quotation or invoice or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
- (c) You should keep a copy of these terms and conditions for your records.

#### **3. Providing the Services**

- (a) Once we and you have entered into a legally binding contract we will normally start providing the Services to you straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.



- (b) Our aim is to always provide you with the Services:
  - (i) using reasonable care and skill;
  - (ii) in compliance with commonly accepted practices and standards in education and mental health; and
  - (iii) in compliance with Victoria laws and regulations in force at the time we are carrying out the Services.

#### **4. Days and times when we normally provide the Services and performance of Services**

##### **away from the Premises**

- (a) Unless you and we agree otherwise, we will provide the Services on normal working days and start work no earlier than 9am and finish work no later than 6:30pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.
- (b) The performance of some of the Services may take place away from the Premises, such as online.

#### **5. Timing**

##### **5.1. Our responsibility to perform the Services by particular dates**

We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- (a) we will start performing the Services by a specified date or time; or
- (b) we will complete the performance of all the Services by any specified date or time; or
- (c) the performance of any individual part of the Services will be completed by a specified date or time.

##### **5.2. What can happen if we cannot start performing the Services or complete performing the Services**

- (a) Subject to clause 6.3, if we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either:
  - (i) choose to continue to wait until we can start performing the Services or complete performing them; or
  - (ii) terminate the contract.
- (b) Where we have started performing the Services and you decide you wish to terminate the contract you will only have to pay for any Services we have performed up to the date of termination and for any Materials which we have legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we



have performed or Materials we have purchased, we will return the difference to you within 28 days of the termination.

(c) What is a reasonable period of time depends on the type of Services we will be performing and the length of time they will take to perform. For example, if you and we believe that the Services will take only a few hours to perform, then if we fail to start performing the Services within eg half a day then you may have the right to terminate the contract. But if the Services are due to take several weeks to perform, then if we fail to start to perform the Services after a couple of weeks when we are due to or we do not perform the Services during a couple of weeks when we were due to, then in such circumstances you may be entitled to terminate the contract.

### 5.3. Situations or events outside our reasonable control

(a) A **Force Majeure Event** may also occur. A Force Majeure Event means an event adversely impacting our ability to provide the Services which is beyond our reasonable control, such as fire, flood, natural or man-made disasters, civil commotion, industrial action, war (declared or undeclared), pandemic, and restrictions and prohibitions or any other actions by any government or quasi-government authorities. If we are unable to provide the Services because of a Force Majeure Event, then we:

- (i) will notify you of this fact and to what extent our ability to perform our obligations under this Agreement is affected;
- (ii) if we have issued a notice pursuant to subclause (a) above, we are temporarily relieved from performing the obligations specified in the notice for the duration of the delay arising directly out of the Force Majeure Event; and
- (iii) will use our best endeavours to minimise the impact of any Force Majeure Event.

(b) If a delay arising directly out of a Force Majeure Event or an event specified in 6.3(a) continues for more than 3 months, you may:

- (i) continue to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
- (ii) terminate the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of termination and for any Materials for which we have a legal obligation to pay. If you have made payment(s) to us in excess of the amount of Services we have



performed or Materials we have purchased, we will return the difference to you within 28 days of cancellation.

## **6. Price, estimates and payment**

### **6.1. Our charges based on time spent and expertise provided**

We normally charge for our Services on a time basis. We charge for each 50 minute block we spend in providing our individual Counselling Services and 75 minute block for group counselling. For professional development or consulting we charge in relation to time, participants and service. Our rates, excluding GST, for performing the Services are set out in the provided quote or invoice.

### **6.2. Our charges based on an estimate**

- (a) If we provide an estimate then we will charge you the amount stated in the estimate rather than a charge based on the time taken in performing the Services. Note: we only provide estimates and not quotations or binding indications of how much we will charge. Estimates are normally valid for a period of 28 days from the date they are given.
- (b) As we provide an estimate we may need to charge you a higher amount than stated in the estimate. This can occur for a number of reasons, in particular where:
  - (i) what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Services; or
  - (ii) when we start performing the Services it becomes apparent that the amount of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services and we could not reasonably foresee this before we started performing the Services.
- (c) Where the amount of work involved is greater than that stated in an estimate (as set out in paragraph (b)) then following will happen:
  - (i) if the amount of extra time we need to spend to finish performing the Services will mean that the extra amount payable by you will not exceed 20% of the amount stated in the estimate, then we will carry on providing and completing the Services without contacting you and obtaining your agreement;
  - (ii) otherwise we will not continue performing the Services and we will seek your approval to the extra amount that you will need to pay, unless:
    - (A) it is not possible to contact you within a reasonable time; or



(B) it is not safe not to carry out and finish performing the Services (for example, your goods or premises may be left in a dangerous condition or unprotected from theft if the Services are not completed).

### **6.3. When payment is required**

Payment for our Services and the Materials is normally made in two ways, either:

- (a) an invoice issued prior to performing the Services; or
- (b) an invoice at a predetermined interval after the service, often involving:
  - (i) An invoice for sessions that have occurred in the past fortnight or month (according to our billing schedule)

Which option we will use will be indicated on the quotation or invoice.

### **6.4. GST**

All amounts stated (whether orally or in writing) are exclusive of GST.

### **6.5. If you do not pay when required to**

If you fail to make payment by the date or time we and you agree, we may:

- (a) charge you interest (at an interest rate of 7%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 28 days from the date of our invoice or when we asked you first to pay them; and/or
- (b) if the amounts not paid represent more than 10% of the total value of the Services we are to perform for you, and there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.

## **7. Exclusion and limitation of liability**

- (a) We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- (b) We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.
- (c) For the purposes of this agreement, "reasonably foreseeable consequence" shall mean direct damages arising naturally from the breach and which were contemplated by both parties at the time of entering this agreement, specifically excluding any indirect, special, incidental, or consequential damages, even if we were advised of their possibility.

## **8. Communicating with us**



- (a) You can always telephone (our contact number is 0419 315 756).
- (b) However, for important matters we suggest that you use writing and send any communications to [info@greaterspace.com.au](mailto:info@greaterspace.com.au).

## 9. Termination of contract by you

- (a) Once we and you enter into a binding contract you will normally not be able to terminate the contract, except where we agree or as otherwise provided for in this contract.
- (b) If we agree to terminate the contract then you will be responsible for the cost of:
  - (i) any of our time in performing the Services up to the date we stop providing the Services; and
- (c) In the circumstances stated in paragraph (b) we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.
- (d) If you:
  - (i) purport to terminate the contract; or
  - (ii) give notice purporting to terminate the contract; or
  - (iii) otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you terminating the contract,

we do not have to accept your termination of the contract except as provided in paragraph (b) or as otherwise provided for in this contract. However, we may choose to accept termination of the contract, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

Prior to any termination under this clause, you must provide us with written notice of your intention to terminate at least 10 days in advance, detailing the grounds for termination. We will then have 5 days to remedy any alleged breach. If we remedy the breach within this period, the contract will continue in full force. Any costs or losses claimed by us must be substantiated with detailed written evidence, and we will provide an itemized breakdown of all claimed amounts within 2 days of termination.

## 10. Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

- (a) we need to do so in order to comply with changes in the law or for regulatory reasons; or



- (b) we are changing the rates we charge for the provision of Services as provided for in clause 7; or
- (c) we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.
- (d) we need to make any other material changes to the contract, provided that we give you at least 10 days' written notice of the proposed changes and obtain your written consent, which shall not be unreasonably withheld.

Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

## **11. Contacting each other**

If you wish to send us any notice or letter then it needs to be sent to [info@greaterspace.com.au](mailto:info@greaterspace.com.au). If we wish to send you a letter or notice we will use the address you have provided.

## **12. Law and jurisdiction**

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in Victoria, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Victoria.

## **13. Intellectual Property and Confidentiality**

- 13.1. Any intellectual property created by us in the course of providing the Services will remain our exclusive property unless explicitly agreed otherwise in writing.
- 13.2. Each Party agrees to keep confidential all information received from the other Party that is marked as confidential or would reasonably be considered confidential, and shall not disclose such information to any third party without the prior written consent of the disclosing Party.
- 13.3. We will handle all your data in accordance with applicable privacy laws and will not use such data for any purpose other than providing the Services under this agreement.
- 13.4. The confidentiality obligations under this clause shall survive the termination of this agreement for a period of 7 years.
- 13.5. Each Party shall implement and maintain appropriate technical and organizational measures to protect trade secrets, proprietary information, and confidential materials from unauthorized access, use, or disclosure, including but not limited to encryption, access controls, and secure storage systems.