Terms of Business

These are the terms that apply whenever you work with Meow Consulting. Your Client Agreement covers your details and the services you've chosen, and these terms cover everything else.

Meow Business Administration Services Pty Ltd (ABN 43 648 554 474), trading as Meow Consulting · Version 1.0, in force from 5 November 2026 · Also published at meowconsulting.com.au/terms.html

The short version

- You approve the scope and price before I start, and anything extra is quoted first.
- Invoices are due within 7 days. Monthly services are invoiced on the 28th for the next month.
- Prices are in Australian dollars and exclude GST unless shown otherwise.
- Your information stays confidential. I only use AI with your consent, and a 20% no-AI rate applies to fixed-price and monthly services if you'd rather I didn't.
- You own the work I make for you once it's paid for.
- Either of us can end the agreement with 14 days' written notice.
- If I change these terms, I'll give you 30 days' written notice first.

This summary is just to help. The full terms below are what apply.

Part 1 · General terms

These apply to every service.

1 Definitions and Interpretation

1.1 In these Terms of Business:

"Agreement"	means the Client Agreement, these Terms of Business (in the version that applies under clause 18), the Service Terms that apply to the Services, and each Quote.
"Business Day"	means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.
"Company"	means Meow Business Administration Services Pty Ltd (ABN 43 648 554 474), trading as Meow Consulting, and its permitted successors and assigns.
"Client"	means the person or entity named as the Client in the Client Agreement.
"Client Agreement"	means the document the Client signs that sets out the parties' details, the Services selected, the Commencement Date, the Term, payment details and any Special Conditions.
"Confidential Information"	means all information of any kind provided by or on behalf of a party to the other in connection with this Agreement, but does not include information which: (a) is or becomes publicly available other than through a breach of this Agreement; (b) the recipient can show was in its possession before it was provided, or was developed independently without reference to it; or (c) was disclosed to the recipient on a non-confidential basis by a third party lawfully entitled to disclose it.
"Deliverables"	means the reports, plans, designs, documents, systems, materials and other outputs prepared specifically for the Client as part of the Services, as described in the Quote or Service Terms.
"Fees"	means the fees, retainers and other amounts payable by the Client as set out in the Quote or, where there is no Quote, in the Price List.
"Force Majeure"	means any event or cause beyond the reasonable control of a party, including acts of God, pandemic or epidemic, government orders, flood, fire, storm, severe weather, war, terrorism, civil unrest, industrial action, and failure of utilities or telecommunications.

"GST"	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
"Intellectual Property Rights"	means all present and future intellectual property rights, including copyright, trade marks, designs, business names, know-how, methodologies, templates, trade secrets and confidential information, whether registered or not.
"Pre-existing Material"	means all material, methodologies, templates, tools, frameworks and know-how owned by or licensed to the Company before the Commencement Date or developed independently of this Agreement.
"Price List"	means the Company's price list in force at the time, as published by the Company or given to the Client.
"Quote"	means a written quote, proposal or statement of work issued by the Company and accepted by the Client, describing the Services, Deliverables and Fees.
"Service Terms"	means the terms in Part 2 of these Terms of Business for a particular service line.
"Services"	means the services described in a Quote or selected in the Client Agreement, and any additional services agreed in writing between the parties.

1.2 Headings are for convenience only. The singular includes the plural and vice versa. A reference to a person includes a company, partnership or other body. A reference to "$" is to Australian dollars. The word "including" is not a word of limitation.

1.3 **Order of precedence.** If there is any inconsistency between parts of this Agreement, the following order applies (highest first): (a) Special Conditions in the Client Agreement; (b) the applicable Service Terms; (c) the Quote; (d) the general terms in Part 1 of these Terms of Business.

2 Acceptance and Structure

2.1 This Agreement is accepted by the Client, and becomes binding, on the earliest of the Client: (a) signing the Client Agreement; (b) confirming acceptance by email; (c) accepting a Quote that refers to this Agreement; or (d) making a payment for the Services.

2.2 This Agreement applies to all Services the Company provides to the Client, whether requested orally or in writing, from the Commencement Date.

2.3 Additional Services or Quotes may be added at any time by written agreement (including by email) without the need to sign a new Client Agreement.

3 Services

3.1 The Company will provide the Services with due care and skill, in a professional manner, and in accordance with this Agreement.

3.2 The scope of the Services is as set out in the Quote and the applicable Service Terms. Any work outside that scope is a separate service and will be quoted or charged separately, with the Client's approval obtained before the work starts.

3.3 **Variations.** Either party may request a change to the Services. A change takes effect only when agreed in writing (including by email), including any change to Fees or timeframes.

3.4 Timeframes in a Quote are estimates. The Company will use reasonable endeavours to meet them but is not responsible for delays caused by the Client, third parties or Force Majeure.

3.5 The Company may engage suitably qualified subcontractors to assist in performing the Services. The Company remains responsible for their work and will ensure they are bound by confidentiality obligations no less protective than clause 7.

3.6 **Sign-off.** Where a Quote divides the Services into stages or Deliverables that need the Client's approval, the Client will review each one and either sign it off or give written reasons why it does not meet the Quote within 5 Business Days of delivery. If the Client does neither, the stage or Deliverable is taken to be signed off. The Company will fix anything that does not meet the Quote at no extra cost, and changes outside the Quote are handled under clause 3.3.

3.7 **Introductions.** Service Terms F apply to any introduction the Company makes to another business or service provider, whether or not Networking & Referrals is ticked in the Client Agreement.

4 Client Obligations

4.1 The Client must:

(a) provide the Company with timely access to the information, data, financial records, people and premises reasonably required to perform the Services;

(b) ensure that information it provides is accurate, complete and not misleading, and promptly tell the Company if it becomes aware that it is not;

(c) make decisions and give approvals within a reasonable time; and

(d) where the Client is a company or organisation, nominate an Authorised Representative who is authorised to give instructions and approvals on its behalf.

4.2 The Company is not engaged to audit or verify the accuracy of information provided by or on behalf of the Client and is not responsible for errors in the Services or Deliverables arising from inaccurate or incomplete information supplied by the Client.

4.3 The Client must promptly notify the Company of any complaint or concern about the Services so that the Company has a fair opportunity to address it.

5 Fees, Invoicing and Payment

5.1 The Client must pay the Fees set out in the Quote or, where there is no Quote, in the Price List in force when the work is done.

5.2 **Invoicing.** Every invoice is payable within 7 days of its date, and the Company is not required to start any Services, or any stage, until the payment for it has cleared. Unless the Quote states otherwise, the Company invoices:

(a) monthly services and retainers on the 28th of each month, for the following month, in advance;

(b) hourly or daily work, approved expenses and any other amounts that have become payable, on the 28th of each month, for that month;

(c) fixed-price work when the Quote is accepted, before the work starts; and

(d) staged projects one stage at a time, before each stage starts: the first stage when the Quote is accepted, and each later stage when the previous stage is signed off under clause 3.6.

5.3 **Automatic payment only.** All payments under this Agreement must be made by automatic payment through the Company's payment platform, currently Square (**Payment Platform**). Before the Services start, the Client must sign the Payment Authority in the Client Agreement and save a valid payment method (a card or, where offered by the Payment Platform, a bank account) through the Payment Platform's secure link. The Client authorises the Company to charge each invoice to that payment method on its due date. The Client must:

(a) keep the Payment Authority and a valid payment method in place for the Term and until all amounts payable under this Agreement (including amounts that become payable after termination) have been paid;

(b) ensure there are sufficient funds or credit available on each due date; and

(c) update its saved payment method through the Payment Platform before it expires or is cancelled.

5.4 If a payment is declined, cancelled, reversed or charged back (other than for a genuine billing error), the Client must pay any fees the Company incurs as a result, and the Company may re-attempt the payment. Cancelling the Payment Authority or removing the saved payment method without providing a replacement is a material breach of this Agreement. The Company may change its Payment Platform by giving the Client 30 days' written notice, and the Client must then provide a new Payment Authority on equivalent terms.

5.5 All amounts are in Australian dollars. Unless a Quote or the Price List states otherwise, Fees are shown excluding GST, and where GST applies the Client must pay an additional amount equal to the GST at the same time as the Fee.

5.6 **Expenses.** The Client will reimburse reasonable out-of-pocket expenses (such as travel, printing or third-party costs) incurred in performing the Services, provided they are set out in the Quote or approved by the Client in advance.

5.7 **Late payment.** If an undisputed amount is not paid by its due date (including because an automatic payment fails), the Company may, after giving the Client 7 days' written notice: (a) charge interest on the overdue amount at 12% per annum, calculated daily, from the due date until paid; (b) suspend the Services until payment is received; and (c) recover the overdue amount, including through a debt collection agency or legal proceedings. The Client must pay the reasonable costs the Company incurs in recovering overdue amounts.

5.8 **Disputed invoices.** If the Client disputes an invoice in good faith, it must notify the Company in writing before the due date, giving reasons. The undisputed portion will be charged on the due date, and the disputed portion will

be charged once the dispute is resolved.

5.9 **Price changes.** For ongoing or retainer Services, the Company may change its Fees by giving the Client at least 30 days' written notice. If the Client does not accept the change, it may terminate the affected Services by written notice before the change takes effect, without any termination charge.

5.10 The Company may, at its discretion, offer the Client a discount or rebate on the Fees. A discount given once does not apply to future work unless agreed in writing.

6 Nature of Advice

6.1 The Services are provided on the basis of the information provided by the Client and the circumstances known to the Company at the time. The Client remains responsible for its own business decisions, including whether and how to act on the Company's advice or recommendations.

6.2 The Company does not guarantee any particular commercial outcome, result, revenue, sales, tender result or return from the Services.

6.3 Unless expressly stated in the Quote, the Company does not provide legal advice, tax agent services, financial product advice, audit or assurance services, or other services that require a licence or registration the Company does not hold. Where the Services touch on these areas, the Client should obtain independent professional advice. Legal and regulatory compliance of the Client's business remains the Client's responsibility.

7 Confidentiality

7.1 Each party will use the other party's Confidential Information only for the purposes of this Agreement.

7.2 A party (recipient) must not disclose the other party's (discloser's) Confidential Information to any person except: (a) with the discloser's prior written consent; (b) to its officers, employees, subcontractors and professional advisers who need to know it for the purposes of this Agreement and who are bound by confidentiality obligations; or (c) where required by law, provided the recipient (where lawful) uses reasonable endeavours to notify the discloser first.

7.3 Each party must maintain reasonable security measures to protect the other party's Confidential Information from unauthorised use or disclosure.

7.4 On the discloser's written request, the recipient must return or destroy (to the extent practicable) the discloser's Confidential Information, except where retention is required by law or for legitimate record-keeping purposes, in which case clause 7 continues to apply.

8 Privacy

8.1 Each party must handle personal information received in connection with this Agreement in accordance with the Privacy Act 1988 (Cth) (to the extent it applies to that party) and, in any event, only for the purposes of this Agreement.

8.2 Where the Services involve sending marketing or promotional communications, each party must comply with the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth), as applicable.

8.3 **AI tools.** With the Client's consent, given in the Company's Consent to Using AI form, the Company uses AI tools, currently Claude.ai made by Anthropic, to help with work such as meeting notes, writing, research, numbers and design. The Company uses AI only for the purposes and Services the Client has agreed to, uses settings that stop the provider training its models on the Client's information, and never puts tax file numbers, passwords, banking or government logins or copies of identity documents into an AI tool. The Company reviews all AI-assisted work before it is delivered and remains responsible for it under this Agreement. Information entered into an AI tool is processed by its provider under the provider's terms and privacy policy. The Client may change its AI choices at any time by telling the Company in writing.

8.4 **Recording meetings.** The Company will only record a meeting or call, or have an AI tool listen to or transcribe it, with the consent of everyone taking part, given in the Company's Consent to Using AI form or at the start of the meeting. Anyone may ask for recording to be paused or stopped at any time. Recordings and notes are kept securely with the Client's file and are used only to provide the Services.

8.5 **No-AI rate.** If the Client chooses not to have AI used for a Service, a no-AI rate of 20% of the Fee for that Service applies to each fixed-price or monthly Service affected, because the work takes longer. It is shown as a separate line on the Quote and invoices, and GST applies to it in the usual way. Hourly work has no no-AI rate and is charged for the actual time taken. The no-AI rate starts or stops from the next invoice after the Client tells the Company in writing, and is not charged for any earlier period.

9 Intellectual Property

9.1 The Company retains ownership of all Intellectual Property Rights in its Pre-existing Material, and in any general skills, know-how and methodologies developed in performing the Services.

9.2 On payment in full of the Fees for the relevant Services, the Company grants the Client ownership of the Deliverables for the Client's own business purposes. To the extent the Deliverables include Pre-existing Material, the Client receives a non-exclusive licence to use that material as part of the Deliverables only.

9.3 The Client retains ownership of all Intellectual Property Rights in material it provides to the Company (including its logos, brand assets and data) and grants the Company a licence to use that material solely to perform the Services.

9.4 The Company may refer to the Client by name as a client in its marketing materials only with the Client's prior consent.

10 Liability

10.1 **Non-excludable rights.** Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term, implied or imposed by the Australian Consumer Law or any other legislation that cannot lawfully be excluded or limited (**Non-Excludable Rights**).

10.2 To the extent permitted by law, where the Company is liable for breach of a Non-Excludable Right, its liability is limited, at the Company's option, to supplying the Services again or paying the cost of having the Services supplied again.

10.3 To the maximum extent permitted by law, and subject to clause 10.1, the Company is not liable for any loss to the extent caused or contributed to by: (a) acts or omissions of the Client or its employees, agents, contractors or customers; (b) inaccurate or incomplete information provided by or on behalf of the Client; (c) the acts, omissions or services of third parties (including suppliers, service providers and partners introduced by the Company), whether or not referred by the Company; or (d) Force Majeure.

10.4 To the maximum extent permitted by law, neither party is liable to the other for any indirect or consequential loss, or for loss of profit, revenue, opportunity or goodwill, however arising.

10.5 To the maximum extent permitted by law, the Company's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute or otherwise, is limited to the total Fees paid by the Client under this Agreement in the 12 months before the event giving rise to the claim.

10.6 **Indemnity.** The Client indemnifies the Company against any third-party claim, loss or cost (including reasonable legal costs) arising from: (a) the Client's breach of this Agreement; (b) information or material supplied by the Client; or (c) the Client's use of, or decisions made in reliance on, the Services, except to the extent the claim is caused by the Company's negligence, wilful misconduct or breach of this Agreement.

11 Relationship of the Parties

11.1 The Company provides the Services as an independent contractor. Nothing in this Agreement creates a relationship of employment, partnership or joint venture.

11.2 Except as expressly set out in the Service Terms, the Company is not the Client's agent or broker and has no authority to bind the Client, and the Client has no authority to bind the Company.

11.3 The Company may provide services to other clients, including clients in the same industry as the Client, provided it complies with clause 7 and any conflict-of-interest provisions in the applicable Service Terms.

12 Term

12.1 This Agreement starts on the Commencement Date and continues for the Term selected in the Client Agreement, being 6 months or 12 months, unless terminated earlier under clause 13.

12.2 **Renewal.** Before the end of the Term, the parties may agree in writing (including by email) to renew this Agreement for a further term of 6 months or 12 months, on the same terms or with any agreed changes to the Services or Fees.

12.3 If no renewal is agreed and the Company continues to provide Services after the end of the Term, this Agreement continues on a month-to-month basis until either party gives 14 days' written notice.

13 Termination

13.1 Either party may terminate this Agreement, or any Service, without cause by giving the other at least 14 days' written notice (or any longer notice period stated in the applicable Service Terms).

13.2 Either party may terminate this Agreement immediately by written notice if the other party: (a) commits a material breach that is not remedied within 14 days of receiving written notice of the breach; or (b) becomes insolvent, enters administration or liquidation, or ceases to carry on business.

13.3 On termination: (a) the Client must pay for all Services performed, and all approved expenses and non-cancellable commitments incurred, up to the date of termination; (b) any Fees paid in advance for Services not yet performed will be refunded, less any reasonable costs already committed, unless the Quote or Service Terms state that a particular fee is non-refundable (for example, a set-up fee); and (c) each party must return or destroy the other's Confidential Information in accordance with clause 7.4.

13.4 Termination does not affect any accrued rights or remedies. Clauses 5, 7, 8, 9, 10, 13.3, 14 and 17, and any Service Terms stated to survive, survive termination.

14 Dispute Resolution

14.1 In this clause, "Dispute" means any dispute or difference between the parties arising out of or in connection with this Agreement.

14.2 A party claiming a Dispute must give the other party written notice identifying the Dispute (**Notice of Dispute**).

14.3 Within 10 Business Days of a Notice of Dispute, the parties must meet (in person or online) and attempt in good faith to resolve the Dispute. Representatives attending must have authority to settle the Dispute. Communications at or in relation to the meeting are confidential and without prejudice, and any settlement must be in writing and signed by both parties.

14.4 If the Dispute is not resolved within 20 Business Days of the Notice of Dispute, either party may refer it to mediation with a mediator agreed by the parties or, failing agreement within 5 Business Days, nominated by the Resolution Institute. The costs of the mediator are shared equally.

14.5 Nothing in this clause prevents a party from seeking urgent injunctive relief, or from commencing proceedings to recover an undisputed debt.

14.6 Each party must continue to perform its obligations under this Agreement while a Dispute is being resolved.

15 Force Majeure

15.1 A party prevented from performing its obligations (other than an obligation to pay money) by Force Majeure must promptly notify the other party. Its affected obligations are suspended for the duration of the Force Majeure and it is not liable for the resulting delay or failure.

15.2 If a Force Majeure event continues for more than 30 days, either party may terminate the affected Services by written notice, and clause 13.3 applies.

16 Notices

16.1 A notice under this Agreement must be in writing and delivered by hand, post or email to the address of the other party in the Client Agreement (or another address notified in writing).

16.2 A notice is taken to be received: (a) if delivered by hand, on delivery; (b) if posted, three Business Days after posting; and (c) if emailed, at the time it is sent, unless the sender receives a notice of non-delivery. A notice received after 5.00pm on a Business Day, or on a day that is not a Business Day, is taken to be received on the next Business Day.

17 General

17.1 **Entire agreement.** This Agreement is the entire agreement between the parties about its subject matter and supersedes all prior negotiations, understandings and agreements.

17.2 **Amendment.** This Agreement may only be varied by written agreement between the parties (including by email exchange between Authorised Representatives), or by the Company updating these Terms of Business under clause 18.

17.3 **Assignment.** Neither party may assign or novate its rights or obligations under this Agreement without the other's prior written consent, which must not be unreasonably withheld.

17.4 **Governing law.** This Agreement is governed by the laws of Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts of Victoria.

17.5 **Severance.** If any provision is invalid or unenforceable, it is to be read down to the extent necessary, or if it cannot be read down, severed, without affecting the remaining provisions.

17.6 **Waiver.** A failure or delay in exercising a right is not a waiver of that right. A waiver must be in writing.

17.7 **Further acts.** Each party must do all things reasonably necessary to give effect to this Agreement.

17.8 **Counterparts and electronic execution.** This Agreement may be signed in counterparts and signed or accepted electronically, which together form one instrument.

18 Changes to these Terms of Business

18.1 Each version of these Terms of Business has a version number and date. The version that applies to the Client is the version in force when the Client accepted the Agreement, as changed under this clause.

18.2 The Company may update these Terms of Business by publishing a new version on its website. A new version applies to an existing Client only after the Company has given the Client at least 30 days' written notice of the change. It does not change the price of work already quoted and accepted, or of any invoice already issued.

18.3 If the Client does not accept a change, it may terminate the affected Services by written notice before the change takes effect, without any termination charge.

18.4 Earlier versions of these Terms of Business are available from the Company on request.

Part 2 · Service terms

These apply to the services they describe, as well as Part 1. Prices are in your Quote or the current Price List.

A Marketing & Design Services

These Service Terms apply where the Company provides marketing and design services, as described in the Quote, which may include: social media content, design and scheduling; Google Business Profile set-up and improvement; hand-crafted graphic design for print and digital, such as flyers, posters, menus, signage and social graphics; content writing; and plain-English marketing reports.

A2.1 **Approvals.** The Client must review and approve all marketing content, advertising and public-facing material before it is published. Once approved, the Client is responsible for its content, including the accuracy of any claims about the Client's products or services.

A2.2 **Advertising and platform costs.** Unless stated otherwise in the Quote, media spend, advertising costs, software subscriptions and platform fees are paid by the Client directly to the provider and are not included in the Fees.

A2.3 **Platform terms.** Marketing activity on third-party platforms (such as Meta, Google or LinkedIn) is subject to those platforms' terms and policies. The Company is not responsible for account restrictions, algorithm changes or platform decisions.

A2.4 **Account access.** Where the Company is given access to the Client's accounts, the Client remains the owner of those accounts. The Company will return or cease using all access credentials on termination.

A2.5 **Design revisions.** Each design job includes the number of revision rounds stated in the Quote (or two rounds if none is stated). Further revisions, or changes after final sign-off, are charged at the Company's hourly rate.

A2.6 **Print, fonts and images.** Printing, production, stock images and font licences are paid by the Client unless the Quote includes them. The Client must check final proofs carefully before anything is printed or published, and the Company is not responsible for errors in signed-off proofs.

A2.7 **Compliance.** The Client is responsible for ensuring its marketing complies with the Australian Consumer Law, the Spam Act 2003 (Cth) and any industry codes that apply to its business. The Company will raise any compliance concerns it becomes aware of.

B Finance, Bookkeeping & BAS Services

These Service Terms apply where the Company provides finance services, as described in the Quote, which may include: bookkeeping and account reconciliation; payroll processing; preparation and lodgement of Business Activity Statements (BAS) and related BAS services; budgeting, cash flow tracking and forecasting; management and financial reporting; multi-entity and intercompany reporting; finance systems implementation and process improvement; and business plans and funding proposals.

B2. BAS SERVICES

B2.1 **Registered BAS agent.** BAS services are provided by Catherine Berry, a registered BAS agent with the Tax Practitioners Board (registration number 26352407), and are subject to the Tax Agent Services Act 2009 (Cth) and the Code of Professional Conduct, which prevail over this Agreement to the extent of any inconsistency.

B2.2 **Client responsibilities.** The Client is responsible for: (a) the accuracy and completeness of the information and records it provides; (b) keeping its business records for the period required by law (generally 5 years); (c) reviewing and approving each BAS or other lodgement before it is lodged; and (d) paying any tax, superannuation or other amounts owing to the ATO or other authorities by the due date.

B2.3 **Lodgement authority.** The Company will only lodge a statement or form on the Client's behalf after receiving the Client's approval (including by email). The Client authorises the Company to communicate with the ATO on its behalf in relation to the BAS services.

B2.4 **Timely information.** The Company is not responsible for late lodgement, penalties or interest arising from information or approvals not provided by the Client in time for the Company to meet the relevant due date.

B2.5 **Records and disclosure.** The Company will retain working papers as required by law. The Company may be required to disclose information to the Tax Practitioners Board or the ATO where required by law or the Code of Professional Conduct, and clause 7 is subject to this.

B3. OTHER FINANCE TERMS

B3.1 **Scope limits.** Unless expressly stated in the Quote, the Services do not include: income tax returns or other tax agent services; audit or assurance; financial product advice; or credit assistance. Where these are needed, the Company may refer the Client to an appropriately registered or licensed provider.

B3.2 **Forecasts.** Forecasts and financial models are prepared using the Client's records and assumptions. They are estimates only and actual results may differ materially.

B3.3 **Xero and access.** The Company provides bookkeeping and BAS services in Xero. The Client holds its own Xero subscription, remains the subscriber and owner of its data, and gives the Company access as an adviser user. Where the Company is given access to the Client's bank feeds or other finance systems, the same applies. The Company will cease using access on termination and assist with an orderly handover of records.

B3.4 **Third-party use.** Where a Deliverable (such as a business plan or funding proposal) is to be provided to a lender, investor or other third party, the Client is responsible for the final content provided to that third party, and the Company owes no duty of care to that third party.

C SharePoint Intranets

These Service Terms apply where the Client engages the Company to plan, build and launch an intranet on the Client's Microsoft 365 / SharePoint environment.

C2.1 **Sign-off.** At the end of each stage the Company will ask the Client to sign off the work under clause 3.6 (email is sufficient). The next stage starts once the previous stage is signed off and the invoice for the next stage has been paid.

C2.2 **Changes after sign-off.** Changes to work already signed off are a variation under clause 3.3 and are charged at the Company's hourly rate unless included in the Quote.

C2.3 **Microsoft 365 environment.** The Client owns and administers its Microsoft 365 tenancy and pays for all licences, subscriptions and add-ons directly. The Client must give the Company the access it reasonably needs, or arrange for its IT provider to make the required changes promptly. The Company will use that access only for the Services, and the Client may remove it at any time after handover.

C2.4 **Content.** The Client supplies the content, documents and images for the intranet and is responsible for their accuracy, for having the right to use them, and for keeping backups of existing content before it is moved. Content migration beyond what is described in the Quote is quoted separately.

C2.5 **Platform changes.** Microsoft may change SharePoint features, layouts or licensing at any time. The Company is not responsible for those changes or for Microsoft service outages, and adapting the intranet to them after handover is a separate service.

C2.6 **Security and permissions.** The Company will set up permissions as agreed in Stage 1. The Client is responsible for approving who has access to what, and for its own security settings, backups and data retention.

C2.7 **Training and support.** Training is provided in Stage 3 as set out in the Quote. Ongoing support, changes and new features after handover are quoted separately or charged at the Company's hourly rate.

D Tender Management

These Service Terms apply where the Client engages the Company to find, assess or prepare responses to tenders, requests for quote or similar procurement opportunities (each a **Tender**).

D2.1 **Client's name and decisions.** Tenders are submitted in the Client's name. The Client decides whether to bid, approves the final response and pricing, and signs and submits it (or authorises the Company in writing to submit it on its behalf). Either way, the Client remains responsible for the response being received by the closing time.

D2.2 **Accuracy and declarations.** The Client is responsible for the accuracy of all information, pricing, capability statements, insurances, referees and declarations in a response, and for being able to deliver what is offered if successful.

D2.3 **No guarantee.** Tender outcomes are decided by the buyer. The Company does not guarantee that a Tender will be found, shortlisted or won, and Fees are payable regardless of the outcome.

D2.4 **Deadlines.** The Company will agree a timetable with the Client for each Tender Response, with all information and approvals due at least 5 Business Days before the Tender closes unless agreed otherwise. If the Client does not provide them by the agreed dates, the Company will do what it reasonably can but is not responsible for a late, incomplete or non-compliant submission.

D2.5 **Probity and buyer contact.** The Company will follow the buyer's tender rules and will not contact the buyer about a Tender except through the official channels, and only with the Client's approval.

D2.6 **Other clients.** The Company may work for other businesses on other Tenders. It will not work for a competing bidder on the same Tender without first telling the Client and obtaining its consent.

D2.7 **Portal costs.** Paid tender portal or subscription costs are not included in the Fees and are paid by the Client directly, or reimbursed as an expense under clause 5.6 if agreed.

D2.8 **Tender Watch.** Tender Watch is a monthly service and continues until the end of the Term or until terminated under clause 13.1.

D2.9 **Ownership.** Once paid in full, the Client owns its tender responses under clause 9.2. The Company's templates, checklists and know-how remain the Company's.

D2.10 **Win Bonus.** Where the Quote includes a Win Bonus, it is payable only if the Client is awarded the Tender. It is invoiced when the Client is told it has won, and is payable within 14 days.

E Business Problem Solving

These Service Terms apply where the Client engages the Company to look at a business problem and help work out what to do about it.

E2.1 **Free sessions.** A free Meet & Greet or Kitchen Table Chat creates no obligation on either party. Any advice given in it is general only, and paid work starts only once a Quote is accepted.

E2.2 **Client decisions.** Recommendations are based on the information the Client provides. The Client makes all decisions about its business, including decisions about roles and staffing, and is responsible for how they are implemented.

E2.3 **Scope of advice.** The Services are general business advice. They do not include legal, employment law, tax agent (other than BAS services under Service Terms B), financial product or credit advice. Where that is needed, the Company may refer the Client to a suitably qualified provider under Service Terms F.

E2.4 **Time records.** For hourly or daily work, the Company will keep a record of time spent and include it with the invoice. Time is charged in 15-minute units unless the Quote says otherwise.

E2.5 **No guarantee.** The Company does not guarantee any particular financial or business outcome.

F Networking & Referrals

These Service Terms apply where the Client joins the Meow Networking Group or the Company introduces the Client to other businesses or service providers (each a **Referred Party**).

F2.1 **Introductions only.** The Company makes introductions only. Any agreement for goods or services is made directly between the Client and the Referred Party, on their own terms, and the Company is not a party to it.

F2.2 **Referred Parties.** The Company refers businesses it believes in good faith to be suitable, but does not supervise or guarantee their work, licences, insurances or prices. The Client should make its own enquiries before engaging a Referred Party.

F2.3 **Disclosure of referral fees.** If the Company receives any commission, referral fee or other benefit from a Referred Party, it will tell the Client before the Client engages that Referred Party.

F2.4 **Sharing information.** The Company will only share the Client's contact details or business information with a Referred Party or the Networking Group with the Client's consent. Information members share in the Networking Group is not Confidential Information under clause 7 unless the member says it is.

F2.5 **Group conduct.** Members of the Networking Group must act respectfully and honestly. The Company may remove a member who does not, or close or change the Group, at any time.

F2.6 **No fee.** No Fees are payable under these Service Terms unless set out in a Quote. Membership may be ended by either party at any time by email.