

# TERMS OF BUSINESS

**Parties:** These Terms of Business are between Schrole Group Ltd and its Client each time that Schrole provides services to a Client

**Acceptance of Terms of Business:** The client agrees to be bound by these Terms of Business by signing the agreed proposal, making any payment as laid out in the fee schedule, or by accepting and engaging in any activity as laid out in the scope of work.

**Variation of Terms of Business:** Any variation to the Terms of Business must be mutually agreed by both parties in writing.

## DEFINITIONS

**“Client”** means any person or body to which Schrole provides services and/or products, and any Client Related Entity.

**“Client Related Entity”** means any entity connected with the Client including

(i) an entity with a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Law) or a joint venture partner, or

(ii) another government department or organization within the public service sector.

**“Schrole”** means Schrole Group Limited (ABN 48 131 115 878) and any Schrole Related Entity.

**“Schrole Related Entity”** means any entity connected with Schrole by a common interest in an economic enterprise, for example, a related body corporate (as that term is defined in the Corporations Law) or a joint venture partner.

**“Personal Information”** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**“Privacy Laws”** means Privacy Act (Cth) 1988 (and amendments including the Privacy Amendment (Private Sector) Act 200 (Cth)

## FEES

a) All fees are strictly payable within seven (7) days of the invoice date.

b) The fee structure where not included in the proposal will be payable as follows.

i. 50% of the total estimated fee upon acceptance of the assignment;

ii. 50% paid at the completion of the project.

c) The Client must pay for all work performed by Schrole until the Client terminates the assignment.

d) Schrole may vary the fee at any time

e) All costs are excluding any applicable Withholding tax/VAT and all invoices will be grossed up by to cover any applicable taxes.

f) In the event that the client cancels any authorized work within 21 days of scheduled service, a service charge of 50% of the agreed rate, plus any incurred expenses, will be invoiced to the client.

g) In the event that the client defers any authorized work within 21 days of scheduled

service, a service charge of 25% of the agreed rate will be invoiced to the client.

h) Payments made by credit card will incur financial institution processing fees.

i) All reasonable expenses associated with the above services will be back charged to the client at cost plus 10%.

j) Travel, flights accommodation and transport costs are to be arranged and paid by the client where possible, unless otherwise agreed.

## **LIABILITY AND INDEMNITIES**

a) Schrole makes every effort to maintain a high standard of integrity and information in its database. Schrole also makes every effort to ensure that the advice it gives is of the highest calibre. However, as some details are based on information provided to Schrole by schools, candidates, their referees, and other third party organizations as relevant, Schrole is not liable for any errors, omissions, inaccuracies or incorrect conclusions. Clients are responsible for the final decision and must satisfy themselves as to the suitability of any recommended solution.

b) Recommendations made in reports or documentation regarding the project are made in good faith on the basis of the information available to the consultants at the time. Achievement of objectives, projections or forecasts set out in such reports or studies will depend, among other things, on the actions of the client over which the consultants have no control.

c) Schrole is not liable for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by the Client, or for which the Client may become liable, arising from:

i. the introduction of a Candidate (or delay in such introduction); or

ii. the failure of a strategy, advice given, or project to meet a predicted result. d) The Client indemnifies Schrole (and keeps Schrole indemnified) on a full indemnity basis in respect of all losses, liabilities, costs or claims arising from or related to:

i. advice given to the Client as it relates to the scope of work

ii. the introduction of a Candidate who whether wilful or negligent fails to perform their duties,

iii. the actions or omissions of the Candidate, personal injury or death of the Candidate, injury or death of any other employee as it relates to the Candidate or

iv. damage to any property arising from the performance of the Candidate or

v. advice given.

e) The Client further indemnifies Schrole (and keeps Schrole indemnified) on a full indemnity basis in respect to claims related to Candidate's assignment with the Client, or the project.

## **PRIVACY**

- a) The Client agrees to comply with the terms of the Privacy Laws regarding Personal Information and not to use Personal Information except for the purposes expressly defined in any contract or agreement. The Client must ensure that before disclosing any Personal Information to Schrole the Client is entitled to disclose that information and without taking any further steps as required by the Privacy Laws Schrole may use and disclose such information for the purpose of providing contracted or agreed services under these Terms of Business. If the Client becomes aware of any breach or alleged breach of the Privacy Laws concerning information disclosed by Schrole to the Client or by the Client to Schrole, then the Client must notify Schrole immediately and comply with any reasonable directions of Schrole with respect to such breach.
- b) Schrole is an ASX listed entity. As such, it is subject to continuous disclosure obligations under the Corporations Act and the ASX Listing Rules (ASX Announcements) and may be legally required to announce these services. Schrole, unless otherwise prohibited, may also refer to these Services, the Client's name, logos and general photos in its marketing material (including websites and printed publications) and business development activities (including tenders; proposals and award submissions).

## **PAYMENT FOR WORK PERFORMED**

- a) The client shall make payment to Schrole for all work performed, including where the client materially changes its specifications and Schrole performs additional work.