



PBM Enterprises Pty Ltd - Terms and Conditions Summary

PBM Enterprises Pty Ltd provide a Master Services Agreement (MSA) for Clients and within this a Scope of Works is agreed upon usually on a project by project basis

1. General Provisions

1.1. Successors and Assigns: Any reference to a party includes its successors and permitted assigns.

1.2. Inclusive Definitions: The term "person" includes corporations, bodies corporate, and unincorporated associations. References to gender, singular, and plural include all variations.

1.3. Severability: Each provision is severable, and the remaining provisions remain in full force.

1.4. Survival of Certain Provisions: Intellectual Property, Confidential Information, and liability provisions survive termination.

1.5. Variation and Waiver: Written consent is required for variations; waiver of rights must be in writing.

1.6. Consent and Conditions: Consent may be given or withheld at absolute discretion, subject to conditions.

1.7. No Limitation Implied: Examples and the term "includes" do not imply limitations.

1.8. No Contracting Out of Liability Provisions: The agreement doesn't exclude proportionate liability provisions.

2. Relationship

2.1. Principal Agreement: Each party enters as a principal, not an agent for a third party.

2.2. Independent Contractors: Parties are independent contractors, not agents or partners. No binding obligations unless in the Project Brief.

2.3. Non-partnership Representation: Parties must not represent a partnership or vicarious liability to third parties.

3. Application of Agreement

3.1. Superseding Terms: This Agreement supersedes previous terms; applies as a master agreement.

3.2. Scope of Agreement: Terms apply to all Project Briefs and related services.

3.3. Pre-Project Work: If no Project Brief, this Agreement applies, and charges may apply based on hourly rates.

3.4. Inconsistency Resolution: In case of inconsistency, this Agreement prevails, except for Special Conditions.



4. Project Briefs

- 4.1. Engagement for Projects: PBM assists based on Project Briefs, subject to clause 3.3.
- 4.2. Project Brief Preparation: Collaboration required for Project Brief preparation.
- 4.3. Binding Project Briefs: Binding when signed and exchanged, subject to Agreement terms.

5. Your Instructions and Information

- 5.1. Provision of Access: Prompt access to necessary resources required for Services.
- 5.2. Reliance on Information: Entitled to rely on provided information and instructions.
- 5.3. Non-compliance Consequences: Not responsible for delays or losses due to non-compliance; released from liability.
- 5.4. Verification of Information: Information verified only upon request and may incur additional fees.

6. We Will Provide the Services

- 6.1. Service Performance: Services performed based on compliance, terms, and specified dates.

7. Limits on the Scope of Our Services

- 7.1. Responsibility Limitations: No responsibility for matters outside the Service scope.
- 7.2. Non-Update Obligation: No obligation to update advice after being given.
- 7.3. Exclusive Benefit: Services and Deliverables for sole benefit; no third-party reliance.
- 7.4. Document Restrictions: Limitations on amending Documents; acknowledgment of associated risks.
- 7.5. Third-Party Contractor Management: Disclaimers and limitations regarding third-party contractors.
- 7.6. No Legal Advice: No provision of legal advice; independent legal advice recommended.

8. We May Engage Subcontractors

- 8.1. Subcontracting Authority: Subcontracting parts of a Project Brief allowed.
- 8.2. Independent Subcontractors: Subcontractors are independent; no liability for subcontractors' actions.

9. Our Fees and Expenses

9.1. Payment Obligation: Agreement to pay Fees and Expenses as specified in Project Briefs.

9.2. Fee Calculation: Fees based on quoted sums or actual time spent at specified rates.

9.3. Expense Reimbursement: Reimbursement of Expenses incurred at cost.

10. Money on Account

10.1. Advance Payments: Advance payments may be requested and must be made before Services.

10.2. Payment Allocation: Authorized allocation of advance payments towards outstanding amounts.

11. Invoicing

11.1. Invoice Issuance: Invoices for Fees, Cancellation Fees, and Expenses provided.

11.2. Invoice Timing: Invoicing according to Project Brief or monthly if not specified.

11.3. Expense Invoicing: Expenses invoiced at any time, with evidence provided upon request.

12. GST

12.1. GST Application: GST applicable; payment required in addition to Fees.

13. Payment of Fees and Expenses

13.1. Payment Period: Full payment of Fees, Expenses, and GST within seven days of invoicing.

14. Retaining Files and Documents

14.1. Storage Duration: Files and documents retained for seven years post-Service completion.

14.2. Discretionary Destruction: PBM may destroy files after seven years, at its discretion.

15. Confidentiality

15.1. Confidentiality Obligation: Parties must not disclose Confidential Information, except under specified circumstances.

16. Intellectual Property

16.1. Ownership Preservation: No transfer of Intellectual Property; licenses granted for use.

16.2. License for Use: License granted to use supplied Intellectual Property for Project purposes.

16.3. Deliverable Ownership: PBM retains ownership of Intellectual Property in Deliverables.

16.4. Limited License: Non-exclusive license granted for Deliverable use until Project completion.

16.5. No Sub-licensing: Deliverables may not be sub-licensed without written consent.

17. Limitation of Liability

17.1. Statutory Rights: Certain statutory rights not excluded; limitations as per law.

17.2. Implied Terms Limitation: Limitation of liability for breach of implied terms, excluding specified losses.

17.3. Liability Limits: Limited liability for direct losses up to aggregate Fees payable.

17.4. Indemnification: Release and indemnification of PBM for third-party Claims, except for negligence or breach.

18. Suspension of Services

18.1. Suspension Grounds: PBM may suspend Services for specified reasons.

18.2. Consequences of Suspension: Fees remain payable; PBM not liable for consequences.

19. Termination of a Project Brief

19.1. Termination Grounds: Termination rights for specified breaches or insolvency.

19.2. Consequences of Termination: Ceasing Services; payment of accrued Fees and Expenses.

20. Cancellation and Postponement of Your Project or Event (not for Intervening Circumstances)

20.1. Cancellation/Postponement Notification: Immediate notice required; consequences and fees may apply.

21. **Intervening** Circumstances; postponement, cancellation of Your Event for other causes

21.1. Intervening Circumstances Notification: Prompt notice required; consultation for resolution.

21.2. Resolution Attempts: Efforts to agree on termination, postponement, or variation; payment obligations.

21.3. Termination for Non-Agreement: PBM may terminate; payment obligations specified.

21.4. Contracting Out of Applicable Statutes: Agreement to exclude certain legislation for frustration of contract.

22. Dispute Resolution

22.1. Dispute Notice: Parties must perform obligations while attempting resolution.

22.2. Resolution Attempt: Senior representatives meet within 10 days to resolve disputes.

22.3. Litigation Preconditions: Litigation allowed only after compliance with dispute resolution obligations.

23. Notices

23.1. Notice Delivery: Written notices delivered by hand, mail, or email.

23.2. Notice Effectiveness: Various effectiveness timelines for hand, mail, and email delivery.

23.3. Business Day Definition: Notice effectiveness criteria include business days.

23.4. Authorized Notice Senders: Employees or agents may give notices.

24. Assignment and Novation

24.1. Assignment Restriction: Assignment or novation requires prior written consent.

25. Client Trustee

25.1. Trustee Representation: Trustee acknowledges trust existence and represents in both capacities.

Victorian Law

26.1. Governing Law: Agreement and Project Briefs governed by Victorian law; submission to jurisdiction.