

DC Consulting NT – Terms and Conditions

1. Definitions

"DC Consulting NT" refers to the provider of consultancy services.

"The Client" refers to the individual or organisation engaging the services of DC Consulting NT.

"Services" refers to the consultancy work, assessments, training, documentation, or advice provided.

2. Scope of Services

DC Consulting NT will provide services as agreed in writing. Any changes to scope must be agreed in writing by both parties.

3. Fees and Payment

- All fees are outlined in the service agreement or proposal.
- Invoices are payable within 14 days unless otherwise agreed.
- Late payments may incur a 5% monthly late fee.

4. Confidentiality

Both parties agree to keep all confidential information private and not disclose it to third parties unless required by law or with written consent.

5. Intellectual Property

All materials, reports, templates, and documents produced by DC Consulting NT remain the intellectual property of DC Consulting NT unless otherwise agreed in writing.

6. Limitation of Liability

DC Consulting NT shall not be liable for any indirect, incidental, or consequential loss or damage arising out of the provision of services. Liability is limited to the total amount paid for the services.

7. Indemnity

The Client agrees to indemnify and hold harmless DC Consulting NT, its directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, or expenses (including legal fees on an indemnity basis) arising out of or in connection with:

- a) any breach by the Client of this Agreement;
- b) any negligent, unlawful, or wilful act or omission by the Client;
- c) any reliance by the Client on the advice, recommendations, or documentation provided by DC Consulting NT beyond the scope of agreed services; and
- d) any third-party claims arising from the Client's use of deliverables or implementation of advice, unless directly caused by the gross negligence or misconduct of DC Consulting NT.

This indemnity survives the termination or expiry of this Agreement.

8. Termination

Either party may terminate the agreement with 14 days' written notice. Fees incurred up to the termination date are payable.

9. Governing Law

These Terms and Conditions are governed by the laws of the Northern Territory of Australia.

10. Acceptance

By engaging the services of DC Consulting NT, the Client agrees to these Terms and Conditions.