



P.O. Box 8, Abbotsford
Victoria, AUSTRALIA 3067
03 9429 3084
www.cultivatingcommunity.org.au

Contract of Engagement - Term and Conditions for Cultivating Community

This document highlights the Terms and Conditions for Fee for Service operations of Cultivating Community including Workshops, Events, Garden design, build and maintenance services, consultations, research projects and more.

For the purposes of these terms and conditions, 'the Client' refers to any commissioner and 'the company' refers to Cultivating Community Inc

The Company only accepts orders subject to the following conditions to the exclusion of any terms and conditions of the client.

If any of these terms and conditions are held to be unenforceable for any reason, any of the other terms or of the remainder of these terms remain valid and enforceable.

You will be asked to sign and scan back a PDF of this document to your lead project contact at Cultivating Community

We ask that the client provide a key lead contact to support the success of the project.

1. Fees and Costs

The Company will invoice the Client at the agreed rates as stated in the proposal quote plus GST and will bill according to this agreement and at the times specified. The Agreement can be revised at any time according to these terms and conditions. Any fees will assume the tasks involved will not be more complex than indicated at the time the fees were proposed.

Work incurred by additional instructions will be billed pro rata as will additional services at weekends, evenings and public holidays.

All proposed costings and actions will be presented to the Client on the basis they are valid for 14 days from issue only and subject to the final agreed specification, payment timescales being observed and the supply of all necessary materials being forthcoming from the Client, and or third parties commissioned in collaboration by them when required.

1.1. Payment of Fees

Payment is upon receipt of an electronic invoice to be sent from our Finances Department thi@cultivatingcommunity.org.au and will be drawn against an agreed PO number with the client if they use a PO system or otherwise direct invoice. We no longer accept cheque payments.



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Payment terms are 28 days from dated receipt. Any queries regarding a payment must be submitted to the Company within 3 days of payment receipt.

The Client will also reimburse the Company any reasonable costs and expenses in line with agreed discussion. The client will pay by online banking payments.

1.2. Payment Timelines are as follows:

Timeline for each client to be agreed upfront between key contacts at the company, the client, and the Finance Departments.

1.3a Cancellation and Refund Policy for Council, School, Organisation and Companies:

For the company to manage capacity and sustainability we request that should The Client need to cancel as an organisation e.g. Council, School, Private Company any of the following:

- Online webinar at least 3 weeks in advance
- Event or Workshop at least 2 weeks in advance
- Project Planning Meeting / Site Visits or access at least 48 hours before a planned meeting

This gives us opportunity to fill the space or time. You can cancel by email or phone directly to your lead contact.

If a client cancels within these timeframes, we will credit their account for a later date the full amount but not offer a refund. These credits can be used towards future requirements but will only be valid for 6 months from date of original event.

If the client does not cancel within these timeframes, they will lose their payment subject to the discretion of the company and any reasonable needs.

1.3b Cancellation and Refund Policy for individual consumers and private individuals:

For the company to manage capacity and sustainability we request that individuals (should they be registering as such) cancel taking part in any of the following:

- Online webinar at least 48 hours in advance
- Event or Workshop at least 48 hours in advance



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This gives us opportunity to fill the space. You can cancel by email or phone.

If you cancel within these timeframes, we will credit (if paid in advance) your account a proportion of the fee for a later date but not offer a full refund. These credits can be used towards future requirements but will only be valid for 12 months from date of original event.

Cancellations made 7 days or more in advance of the event date will receive a 100% refund.

Cancellations made within 3 – 6 days of the event will incur a 20% fee

Cancellations made within 48 hours to the event will incur a 30% fee

If you are unable to attend, you can transfer your participation to a friend or colleague.

The company reserves the right to charge the % of fee as outlined above if the event is not paid for in advance and we are unable to fill the space following an individuals cancellation.

2. **Marketing and Promotions:**

The Client agrees to recognise with logo, website, contact details the company in all marketing of the project, event, workshops, or webinars. This includes all social media, online platforms, print, radio, TV, podcasts, and any trade media.

In addition, the client agrees to recognise the company in all post evaluation and reports. These will be provided by the company lead contact.

The Client agrees to suitable time and opportunity for the company to promote directly to participants our services, relevant links, sign ups and donation pages.

The client agrees that the company can promote their event on its social media platforms where relevant.

Any recordings, images taken of events that feature the company and taken by the client must seek the permissions of any audiences and the company before distribution and publication.

Likewise, the company will also seek any relevant permissions required from the client and participants before circulation for their own use.

3. **Project Evaluation:**



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The client agrees to support the company with any specific impact evaluation required on a project by project basis. This may mean supporting relevant survey and reflection on how the project has supported UN Sustainable Development Goals or the Social Connection Index or improved a Mental Health and Well Being Score.

The client agrees to participate in our Net Promoter Score Service with each individual commission.

4. Indemnifications:

The Client agrees to indemnify the Company against all losses or damages arising directly or indirectly from the company carrying out the client instructions, using, adapting, or including material supplied by the company, its agents or associates.

The client shall be liable in respect of any loss or damage including without limit loss, damage or corruption of any electronic data, audio files or systems, resulting directly or indirectly from the use or misuse of the work provided by the Company.

The company shall be liable in respect of any loss or damage including without limit the loss or damage of reference material, files, negatives, slides, data files, original artworks and the like supplied to the Company and or our agents.

Enabler Costs:

The Client is responsible for any costs incurred as delivery enablers that are more than the amount paid upfront or upon start of project should cancellations, postponements or amendments be made to the project timeframes. Delivery enablers include and are not limited to project management fees for time incurred up to date of cancellation or postponement, or to be incurred as a result of the cancellation or postponement; time spent on set up of the project, time spent on preparing materials not reused for other project and expenses actually incurred for example, and not limited to, the booking of flights/accommodation, venue bookings or equipment hire incurred as a result of the cancellation or postponement.

5. Copyright of Materials:

The Client agrees that any access to use of materials shared via webinars, events, classes or available to download from Cultivating Community lead websites or shared with other online partners is solely for personal, educational and non-commercial or perceived competitive use and attendees and other viewers must not modify, copy, reproduce, republish, or display any content from such locations or projects, including handouts distributed to Webinar attendees and represent it as its own, upload to a third party, post, transmit or distribute this content in any way except as permitted by law or with the

companies express written permission, which the company is entitled, in its absolute discretion, to withhold.

6. **Confidentiality:**

The Company agrees to take all reasonable action to ensure that confidentiality in all aspects of briefing information provided, written and audio materials and access to internal and external websites is maintained by its staff, agents and third parties employed by it.

Specific information relating to individuals and organisation in which the company engage during this work must be stored within a good data protection policy arrangement.

7. **Termination of contract:**

The Client may terminate the contract if:

- The Company is in breach of any of the terms of these terms and conditions of this and their contractual document.
- The Company fails to deliver materials as agreed in line with the requirements of the project manager and unless due to force majeure or other reason specified in these terms or
- The Company passes a resolution for winding up or a court makes an order to that effect.
- The Company ceases to carry overall or a substantial part of its business
- The Company becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver, manager, administrator or similar officer is appointed over any of the Clients assets.

8. **Force Majeure:**

To the extent a party's failure to perform its obligations under the Agreement, or its delay in doing so, is the result of a cause beyond its reasonable control, that party will not be in breach of the Agreement or liable to the other in any way whatsoever.



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If the delay lasts for more than 30 clear days, the other party may terminate the Agreement with immediate effect.

This excludes Pandemic planning and the mitigation of risks considered.

9. **E&OE:**

All trademarks and copyright for Cultivating Community and other materials are recognised. Errors and omissions excluded.

Acknowledgement

I accept the terms and conditions as set out above.

Name:	Signature:
Date:	Project Name: