

Standard Terms of Business

1. About These Terms

These Standard Terms of Business ("Terms") apply to all quotations, proposals, sales of Goods, supply of Services and other work performed by Ministry of Tech unless otherwise agreed in writing.

By accepting a quotation, issuing a purchase order, providing written or verbal instructions to proceed, paying a deposit or invoice, requesting us to commence work, or otherwise engaging our Services, you agree to these Terms.

These Terms are intended to clearly define the responsibilities of both parties and support a professional working relationship. They do not exclude or limit any rights or obligations that cannot lawfully be excluded under Australian law.

2. Definitions

Agreement means these Terms together with any Proposal, quotation, schedule, statement of work, maintenance agreement or other document expressly incorporated into the Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

Goods means any equipment, hardware, software, licences, subscriptions or other products supplied by Ministry of Tech.

Proposal means any quotation, proposal, estimate or statement of work typically describing a detailed scope, issued by Ministry of Tech.

Quotation means any quotation, proposal, estimate or statement of work typically describing a simple scope or basic products, issued by Ministry of Tech.

Services means any consulting, design, installation, configuration, programming, commissioning, training, maintenance, support, managed services or other professional services supplied by Ministry of Tech.

We, Us or Our means Ministry of Tech.

You or Your means the person, business or organisation purchasing Goods or Services from Ministry of Tech.

3. Quotations and Orders

3.1. Quotation Validity

Unless otherwise stated, quotations remain valid for thirty (30) days from the date of issue.

3.2. Acceptance

A Proposal or Quotation may be accepted by:

- signing and returning the Proposal or Quotation;
- issuing a purchase order;
- providing written or verbal instructions to proceed;
- paying a deposit or invoice; or
- requesting us to commence work.

Acceptance creates an Agreement between both parties incorporating these Terms.

3.3. Changes Before Acceptance

We reserve the right to amend or withdraw a Proposal or Quotation prior to acceptance where supplier pricing, exchange rates, product availability or other circumstances beyond our reasonable control have materially changed.

Where a change significantly affects price, scope or delivery, we will provide revised details for your approval before proceeding.

3.4. Variations

Any variation requested after work has commenced may result in changes to pricing, delivery timeframes or project scope.

Where a Variation affects the scope, cost or timing of the Services, we will normally issue a separate Proposal or Quotation describing the Variation. Acceptance of that Proposal or Quotation will be in accordance with Clause 3.2 of these Terms.

4. Delivery and Availability

We will use reasonable endeavours to deliver Goods and perform Services within the estimated timeframes provided.

Delivery dates are estimates only.

Equipment availability is not guaranteed until your order has been accepted and confirmed.

5. Pricing and Payment

5.1. Pricing

Unless otherwise stated, all prices are expressed in Australian Dollars (AUD) and are inclusive of GST where applicable.

5.2. Deposits

We may require a deposit before ordering Goods, or commencing work.

5.3. Progress Claims

For larger projects or longer engagements we may issue progress invoices based on work completed, project milestones or equipment supplied.

5.4. Payment Terms

Payment is due in accordance with the terms stated on the Proposal or Quotation or invoice unless otherwise agreed in writing.

5.5. Incomplete Work and Disputed Amounts

If you believe that work is incomplete, or that an invoice does not accurately reflect the agreed scope of work, you must notify us before the invoice due date so the matter can be discussed and, where appropriate, negotiated.

Amounts that are not genuinely in dispute remain payable in accordance with the agreed payment terms.

Interest may be charged on overdue amounts at 10% per annum.

5.6. Ownership of Goods

Ownership of Goods remains with Ministry of Tech until all amounts relating to those Goods have been paid in full.

Risk in the Goods passes to you upon delivery unless otherwise agreed.

6. Responsibilities

6.1. Our Responsibilities

We will:

- provide the Goods and Services described in the applicable Proposal or Quotation;
- perform the Services with reasonable care, skill and diligence;
- use appropriately qualified personnel where required;
- comply with applicable Australian laws, regulations and industry standards relevant to the Services being provided;
- advise you as soon as reasonably practicable if we become aware of circumstances likely to materially affect the scope, cost, quality or timeframe of the Services;
- take reasonable care when working on your premises and when handling your equipment and property;
- maintain appropriate licences and insurances relevant to the Services we provide; and
- treat information obtained during the course of the Services in accordance with these Terms and our Privacy Policy.

While we will use reasonable care and skill in performing the Services, we do not guarantee that every fault, incompatibility or issue will be capable of being identified or resolved, particularly where it arises from third-party products, services or existing systems that are outside the agreed scope of work.

6.2. Your Responsibilities

You agree to:

- provide safe, timely and reasonable access to your premises, equipment, systems and personnel as required for us to perform the Services;
- ensure that you have the necessary authority to instruct us and approve variations to the Services;
- provide accurate and complete information relevant to the Goods or Services being supplied;
- promptly review and respond to requests for information, approvals and Proposals or Quotations relating to the Services;
- obtain any permissions, approvals or consents required from property owners, landlords, body corporates or other third parties unless expressly agreed otherwise;
- advise us prior to the commencement of the Services of any known asbestos or other hazardous materials that may be encountered during the performance of the Services;
- advise us of any site-specific conditions, restrictions or operational requirements that may reasonably affect the performance of the Services, including heritage restrictions, child protection requirements, counselling or confidential ministry areas, restricted-access areas, or other conditions of which we should reasonably be made aware.
- provide suitable utilities and facilities reasonably required to perform the Services, including power, internet access or site access where applicable;
- maintain appropriate backups of your systems and data unless we have expressly agreed in writing to provide backup services; and
- provide usernames, passwords, licences or other credentials reasonably required for us to perform the agreed Services.

Where delays, additional costs or other impacts arise because these responsibilities have not been met, we may reasonably adjust the project scope, pricing or delivery timeframes after discussing the matter with you.

7. Defects, Rectification and Service Calls

Please notify us as soon as reasonably practicable if you believe Goods or Services are defective.

Before engaging another person to rectify work you believe is defective, you must provide us with a reasonable opportunity to inspect and rectify the issue.

Where an issue is outside our workmanship warranty or any applicable manufacturer's warranty, we will advise you before undertaking chargeable work where reasonably practicable.

8. Warranties

8.1. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

8.2. Manufacturer's Warranties

Unless otherwise stated, Goods supplied by us are covered by the manufacturer's warranty applicable to those Goods.

The terms, conditions and duration of any manufacturer's warranty are determined by the manufacturer and may vary between products.

8.3. Ministry of Tech Warranty Service

Where Goods supplied by us are covered by a manufacturer's warranty, we will use reasonable efforts to assist you in managing the warranty process.

Our assistance may include verifying the fault, arranging return authorisation, liaising with the manufacturer or authorised repair agent, coordinating transport where appropriate, and advising you of the progress of the repair.

The extent of our involvement may vary depending on the manufacturer, the nature of the fault, the age of the product and whether the Goods were supplied as part of an installation or as a supply-only sale.

8.4. Goods Supplied and Installed by Us

Where Goods have been supplied and installed by us as part of a complete solution, our warranty service will normally include attendance on site, fault diagnosis, removal and reinstallation of the affected equipment where reasonably required to complete a valid warranty claim.

Where practical and subject to availability, we may provide temporary replacement equipment while warranty repairs are being completed. Temporary replacement equipment is not guaranteed and will be supplied entirely at our discretion.

8.5. Supply-Only Sales

Where Goods are supplied without installation, our warranty service is provided on a back-to-base basis.

You will normally be responsible for returning the Goods to us or to an authorised repair facility, unless alternative arrangements are agreed.

Where practical, we may arrange for Goods to be returned directly to the manufacturer or authorised repair centre to minimise repair time.

8.6. Workmanship Warranty

We warrant that installation and professional services performed by us will be carried out with reasonable care and skill.

Where a defect is found to be the result of our workmanship, we will rectify that defect within a reasonable time at no additional charge.

8.7. Non-Warranty Repairs and Additional Services

Where a fault is not covered by our workmanship warranty or by an applicable manufacturer's warranty, any investigation, repair, replacement or additional services may be chargeable.

Where reasonably practicable, we will advise you before undertaking chargeable work and, where appropriate, provide a Proposal or Quotation for your approval.

8.8. Warranty Exclusions

Our workmanship warranty does not apply to defects or failures arising from:

- misuse, abuse, neglect or accidental damage;
- unauthorised modification, repair or alteration by others;
- failure of third-party products, software, telecommunications services, internet services, utilities or other services outside our control;
- normal wear and tear or consumable items;
- defects in Goods that are covered by an applicable manufacturer's warranty;
- circumstances beyond our reasonable control, including lightning, flood, fire, power disturbances or other force majeure events.

This clause does not limit or exclude any rights you may have under the Australian Consumer Law.

9. Intellectual Property

9.1. Existing Intellectual Property

Each party retains ownership of all intellectual property rights owned or developed by that party prior to the commencement of this Agreement.

Nothing in this Agreement transfers ownership of any existing intellectual property unless expressly agreed in writing.

9.2. Intellectual Property Created by Us

Unless expressly agreed otherwise in writing, all intellectual property created, developed or supplied by us in connection with the Goods or Services remains the property of Ministry of Tech.

This includes, without limitation, proposals, quotations, system designs, schematics, drawings, EASE models, calculations, reports, programming, software, scripts, configurations, documentation, policies, procedures and other materials prepared by us.

9.3. Proposals and Design Documents

Unless otherwise stated, proposals, quotations and associated design documentation are provided solely to enable you to evaluate our proposed solution and determine whether to engage us to undertake the work.

Unless we have expressly agreed otherwise in writing, those documents:

- remain our intellectual property;
- are provided on a commercial-in-confidence basis;
- must not be copied, reproduced, communicated or distributed to any third party;
- must not be used, in whole or in part, for the purpose of constructing, implementing or procuring the proposed solution by another party.

Where our design work is used without our prior written consent, we reserve the right to charge a reasonable design fee for that work.

9.4. Licence to Use Project Deliverables

Upon payment in full of all amounts owing, you are granted a non-exclusive, perpetual licence to use the documentation, drawings, configurations and other deliverables specifically prepared for your completed installation, solely for the operation, maintenance and ongoing use of that installation.

This licence does not transfer ownership of our intellectual property and does not permit the reproduction, modification, commercial exploitation or reuse of those materials for other projects or installations without our prior written consent.

9.5. Third-Party Intellectual Property

Third-party software, licences, documentation and other intellectual property remain the property of their respective owners and are subject to the applicable licence terms and conditions.

10. Privacy and Confidentiality

10.1. Privacy

We collect, use and disclose personal information in accordance with applicable Australian privacy laws and our published Privacy Policy, as amended from time to time.

Our Privacy Policy can be found here
<https://ministryoftech.com.au/privacy-policy/>

10.2. Confidentiality

Both parties agree to keep confidential any non-public commercial, technical or operational information obtained through this Agreement except where disclosure is required by law.

10.3. Complaint Handling

If you have a complaint regarding Goods or Services supplied by us, you should notify us as soon as reasonably practicable.

We will manage complaints in accordance with our published Complaint Handling Policy found here <http://ministryoftech.com.au/complaints/>

10.4. Acceptable Use Policy

Where applicable, some services are subject to our published Acceptable Use Policy. Compliance with that policy forms part of this Agreement.

Our Acceptable Use Policy can be found here
<http://ministryoftech.com.au/aup/>

11. Limitation of Liability

Nothing in these Terms excludes rights that cannot lawfully be excluded.

We will exercise reasonable care and skill in providing Goods and Services.

Where we are responsible for defective Goods or Services we may repair, replace, re-perform, rectify or refund the relevant Goods or Services.

To the extent permitted by law, our total liability for any claim or series of related claims will not exceed the amount paid for the relevant Goods or Services giving rise to the claim.

To the extent permitted by law, neither party will be liable for indirect or consequential loss including loss of profits, revenue, goodwill, business interruption or similar losses.

12. Cybersecurity

We may make recommendations intended to improve the security, reliability or resilience of your systems, networks and information technology environment. Unless expressly agreed otherwise, responsibility for deciding whether to implement those recommendations remains with you.

No computer system, network or online service can be guaranteed to be completely secure. While we will exercise reasonable care and skill in providing our Services, we cannot guarantee that security incidents, cyber attacks, malware, unauthorised access or data loss will never occur.

Where we recommend that hardware, software or services be upgraded, replaced, reconfigured or otherwise improved for security, operational or supportability reasons, and those recommendations are declined or deferred, we are not responsible for issues or losses arising directly from that decision, to the extent permitted by law.

Unless we have expressly agreed in writing to provide backup services, you remain responsible for maintaining appropriate backups of your systems and data, and for periodically verifying that those backups can be successfully restored.

Completion of the agreed Goods or Services does not create an ongoing obligation for us to monitor, maintain, update or manage the security of your systems unless those services are expressly included within the agreed scope of Services or are provided under a separate ongoing support or managed services agreement.

13. Force Majeure

Neither party will be liable for delays or failures caused by circumstances beyond its reasonable control including natural disasters, pandemics, government restrictions, supplier failures, utility outages and similar events.

The affected party will use reasonable endeavours to minimise the impact and resume performance.

14. Suspension and Termination

We may suspend the supply of ongoing Services where reasonably necessary, including for non-payment, safety, legal compliance, scheduled maintenance or where continuing the Services would expose either party to unreasonable risk.

Either party may terminate this Agreement where the other party commits a material breach and fails to remedy that breach within a reasonable time after written notice, or becomes insolvent.

Termination does not affect rights or obligations that arose before termination.

15. Dispute Resolution

The parties agree to make reasonable efforts to resolve disputes promptly and in good faith.

Before commencing legal proceedings the parties will attempt to resolve the matter through discussion and negotiation.

Nothing prevents either party seeking urgent court orders where necessary to protect its legal rights.

16. General Provisions

16.1. Governing Law

This Agreement is governed by the laws of New South Wales.

16.2. Entire Agreement

These Terms, together with any Proposal or Quotation and any other document expressly incorporated, form the Agreement between the parties.

16.3. Severability

If any provision is invalid or unenforceable, the remaining provisions continue in force.

16.4. Changes to these Terms

The version of these Terms in effect when a Proposal or Quotation is accepted applies to that Agreement unless otherwise agreed in writing.

These Standard Terms of Business form part of every quotation, Proposal or Quotation and agreement issued by Ministry of Tech unless expressly varied in writing.