



Agreement for the Provision of Services by WJS SECRETARIAL SERVICES

- 1) **AGREEMENT.** In this Agreement, the party who is contracting to receive the services shall be referred to as the "Client" and the party who will be providing the services shall be referred to as "WJS Secretarial Services". For the avoidance of doubt, if the Client provides WJS Secretarial Services with work and/or instructions enabling WJS Secretarial Services to carry out the Services, the terms and conditions contained within this Agreement will bind both the Client and WJS Secretarial Services.
- 2) **DESCRIPTION OF SERVICES.** WJS Secretarial Services will provide the services as set out in verbal or written communication (collectively, the "Services"): The Services must be supplied:
 - a. To the best of WJS Secretarial Services' ability and knowledge.
 - b. In accordance with reasonable technical directions given by the Client to WJS Secretarial Services.
 - c. In compliance with all applicable standards, awards, laws and regulations.
- 3) **TELEPHONE ANSWERING SERVICES.** Holiday cover is payable in advance of services starting. Cover is from Monday to Friday 9am to 5.30pm unless otherwise agreed between WJS Secretarial Services and the Client.
- 4) **PAYMENT FOR SERVICES.** In consideration of the provision of the Services, the Client will pay compensation to WJS Secretarial Services for the Services based on the rate agreed upon, within seven (7) days of receipt of an Invoice.
- 5) **CREDIT TERMS.** For regular ongoing monthly Clients, credit terms are available upon request.
- 6) **LATE/NON-PAYMENT.** We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms under this Agreement.
- 7) **PAYPAL PAYMENTS.** WJS Secretarial Services makes available the option to pay by credit or debit card through Paypal. If Clients wish to make use of this service then a charge of 3.5% should be added to the invoice total.
- 8) **PAYMENT GUARANTEE.** The Client guarantees to WJS Secretarial Services the due and punctual payment of any sum payable by the Client to WJS Secretarial Services. Preferred method of payment is by direct deposit into the bank account of WJS Secretarial Services. However, payment may also be made by personal or company cheque or by credit or debit card through Paypal.
- 9) **TERM/TERMINATION.** This Agreement comes into force when the Client provides work to WJS Secretarial Services and remains in force for as long as the Client provides work to WJS Secretarial Services. For the avoidance of doubt, this Agreement may be terminated by either party without notice at any time for any reason by informing the other party of the decision. Upon termination of services by either party, all work completed by WJS Secretarial Services on behalf of the Client will be payable by the Client under the agreed payment terms.
- 10) **RELATIONSHIP OF PARTIES.** It is understood by the parties that WJS Secretarial Services is and shall remain an independent contractor with respect to the Client and not an employee of the Client and cannot bind the Client. The Client will not provide fringe

benefits, including health insurance benefits, superannuation, paid vacation, or any other employee benefit, for the benefit of WJS Secretarial Services. WJS Secretarial Services and the Client agree to the following rights consistent with an independent contractor status:

- a. WJS Secretarial Services has the right to perform services for others during the term of this Agreement.
- b. WJS Secretarial Services has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. WJS Secretarial Services has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- d. WJS Secretarial Services or WJS Secretarial Services' employees or subcontractors shall perform the services required by this Agreement; the Client shall not hire, supervise or pay any assistants to help WJS Secretarial Services.
- e. Neither WJS Secretarial Services nor WJS Secretarial Services' employees or subcontractors shall receive any training from the Client in the skills necessary to perform the services required by this Agreement.
- f. The Client shall not require WJS Secretarial Services or WJS Secretarial Services' employees or subcontractors to devote full time to performing the services required by this Agreement.

- 11) SERVICE WAIVER. The Client hereby agrees that all materials furnished to WJS Secretarial Services are owned by the Client, or that the Client has permission from the rightful owner to use such materials, and will hold harmless, protect, and defend WJS Secretarial Services from any claim or suit which may arise from the use of such materials.
- 12) WORK PRODUCT OWNERSHIP. WJS Secretarial Services presently assigns to the Client all existing and future intellectual property rights in all inventions, models, designs, drawings, plans, reports, proposals and other materials (collectively the "Work Product") created or generated in whole or in part by WJS Secretarial Services in connection with the performance of WJS Secretarial Services' obligations under this Agreement (whether alone or with the Client, its other employees or contractors) for use by the Client. Upon request, WJS Secretarial Services shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.
- 13) CONFIDENTIALITY. WJS Secretarial Services will not at any time disclose to any third party any information that is identified as confidential by the Client. WJS Secretarial Services will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. This clause shall be binding on any employees, agents or subcontractors of WJS Secretarial Services.
- 14) ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and supersedes any and all previous representations, warranties, undertakings, and agreements.
- 15) ASSIGNMENT. Either WJS Secretarial Services or the Client may assign its rights and may delegate its duties under this Agreement.
- 16) NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.
- 17) DELIVERY. The parties may agree on a timetable for delivery of the Services, which also forms part of this Agreement. Delivery preferences consist of email, fax transmission, and standard post. There will be no charge for email, fax or standard postal charges. However, any non-standard postal charges, i.e. courier or express delivery charges will be passed to the Client.

18) RESPONSIBILITY. WJS Secretarial Services strives to provide error-free work. Typographical errors or mistakes which are clearly the fault of WJS Secretarial Services will be corrected at no charge. Client revisions will be charged. Final proofreading is the responsibility of the Client. WJS Secretarial Services is not responsible for any loss due to clerical errors on our part missed by the Client.

- a. WJS Secretarial Services assumes no responsibility for consequences resulting from the provision of information and services, including, but not limited to, errors or omissions.
- b. All information provided is intended solely to provide general guidance on matters of interest for the personal use of the Client, who accepts full responsibility for its use. It is provided with no guarantee of completeness, accuracy or timeliness, and without warranty of any kind.
- c. Information provided does not constitute legal, accounting, tax or consulting advice.