

## Terms of Service

RMC and its associated entities, Scribe Australia, Spectrum Writers and Insight Connections provide services in the spirit of cooperation, collaboration and value add. We aim to provide services in keeping with best practice in all endeavours. In conducting its business all practitioners and representatives abide by the RMC Code of Conduct and our Confidentiality and Privacy Agreements.

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The following Terms of Service apply for engagements with RMC and its associated entities and practitioners. These terms must be read in conjunction with any formal job contract/deed agreed to in writing between the parties. The terms of a formal job contract/deed will not automatically invalidate the terms listed here. In the event that there is no formal contract/deed between the parties, these terms shall be binding.

### GENERAL TERMS

#### Term of Agreement

The Agreement for services will continue in respect of a completed provision of the Services, or until such time as this Agreement is terminated in accordance with its terms.

#### Acceptance of the Terms of Service

These terms will be deemed to have been accepted by the client on advice by the client or its representative of:

- acceptance of an estimate, proposal or project job, or
- a booking for services.

Acceptance may be provided in writing, verbally or by confirmation of a booking dependent on the scope of the engagement. Please note that whilst some clientele may provide contract documents, RMC considers acceptance of these terms per the above definition, a contract document is not required to enforce these Terms of Service and the terms provided by a contract will not invalidate the terms listed here.

#### General Duties of RMC

RMC agrees to use reasonable care and skill in the provision of services. RMC will, where requested, provide accurate background details of the qualifications and experience of practitioners. The details provided are based on information made available to RMC by the practitioners and/or their referees. Therefore, RMC does not accept any responsibility for errors, omissions or incorrect conclusions.

#### General Duties of Client

The Client will ensure that the provisions of any relevant legislation are adhered to including but not limited to workplace relations legislation, occupational health and safety legislation, tax legislation, workers compensation legislation, anti-discrimination legislation and any other legislation that affects either the Client or the practitioner.

#### Engagement with RMC and/or a RMC Practitioner

Provision of services by a RMC practitioner should be arranged through the RMC corporate office and confirmation of engagement will be via the corporate office only. Significant scope changes, cancellations or deferrals, prior to commencement or during engagement must be communicated to the corporate office by the Client. Ongoing communication regarding delivery of the assignment can be conducted via the assigned practitioner however any concerns or issues should be raised immediately with the RMC corporate office.

#### Privacy and Confidentiality

It is the Client's sole responsibility to protect its intellectual property and confidential information.

Written and verbal information provided by RMC and/or its practitioners to the Client should be treated as Commercial-In-Confidence and should not be disclosed to any other party without the written consent of RMC. This includes but is not limited to the sharing of RMC Corporate information with a RMC practitioner, for example cost estimates.

Employees or Contractors engaged to work on behalf of RMC are obliged to uphold the undertakings of RMC to abide by the conditions set out under the Freedom of Information Act 1982, Information Privacy Act 2009, the National Privacy Principles, the Public Service Act 1999 and relevant State and Local Government legislation.

RMC undertakes that personal information received by RMC or its contractors in providing services will be used only for the purposes of providing services for which it is engaged. Where personal information is collected from other employers, RMC undertakes to take reasonable steps to comply with National Privacy Principle 1.3.

RMC will comply with the National Privacy Principles unless exempt. The exemptions are acts done in meeting obligations under Commonwealth contracts (s.7B(2) Privacy Act) and in relation to employment relationships and records (s.7B(3) Privacy Act).

The legislation mentioned above requires that RMC employees/contractors who obtain personal information are not to use it in any form other than that intended without the permission of the person concerned.

#### Liability

RMC maintains all required statutory insurances including Public Liability, Management Liability and Workers Compensation.

To the extent permitted by the law, RMC will not be liable to the Client for any loss, expense, delay or damage arising from an act, error, misconduct or omission by its personnel whether negligent, wilful or otherwise.

To the extent permitted by law, RMC will not be liable to the Client for any expense, delay, loss or damage (including without limitation loss of profits, loss of opportunity or business interruption) suffered by the Client and arising from failure or inability to provide services as required by the Client.

RMC will not be liable to any person in connection with the provision of the services in respect of any loss or damage suffered by any third party in connection with the provision of the services in accordance with this agreement.

#### **Occupational Health and Safety/Accident Compensation**

In respect of RMC practitioners at client premises, clients will observe, implement and fulfil their responsibilities in regard to occupational health and safety issues in their workplace as they might impact on RMC staff and contractors.

In the event an RMC practitioner sustains an injury whilst working on client premises, the client agrees it will comply with all relevant legislation. The client agrees to indemnify and hold harmless RMC as a consequence of any claim for injury, sustained on the client premises, made by a practitioner.

## **FEES**

### **General**

RMC will charge a fee for the provision of the services.

### **Invoices & Payments**

RMC invoices clients, at regular intervals or at completion of service and all fees are payable within 14 days of invoice.

As at 2 December 2013 payments made by credit card attract a 3% surcharge.

RMC reserves the right to apply a late payment charge to invoices not paid within terms at the rate of 10% per month, compounded monthly.

RMC charges costs incurred for expenses at cost plus an administration fee dependent on scope. Examples of these costs may include, but are not limited to custom advertising, telephone use, travel and accommodation, psychological testing and police and security checks.

### **Minimum Bookings**

Minimum booking charges dependent on scope apply for all assignments and attendances by a RMC practitioner. Generally speaking a minimum charge of 3 hours (per hourly rate charges) would apply to all assignments for each and every attendance or for assignments not cancelled or deferred in writing prior to the cancellation/deferral. Please note that this minimum callout charge would be in addition to the charges estimated for the work being conducted.

### **Cancellation and Deferral Fees**

Cancellation and deferral fees are charged per the RMC Service Delivery Model irrelevant of engagement style. The following fees apply to engagements that are cancelled or deferred prior to commencement:

- 1 Unit of Standard Scribing (as per RMC Service Delivery Model) for bookings cancelled within 72 business hours' notice
- 2 Units of Standard Scribing (as per RMC Service Delivery Model) for bookings cancelled within 48 business hours' notice
- 3 Units of Standard Scribing (as per RMC Service Delivery Model) for bookings cancelled within 24 business hours' notice

In the case of an engagement being cancelled or deferred after commencement fees will apply. Assessment of fees to be charged will be made on a case by case basis. In this event, all costs incurred will be charged to the Client.

### **Service Delivery Model**

RMC provides some estimates and charges fees in accordance with the RMC service delivery model. The fees in this model apply to a standard service in accordance with the RMC definition of the service; any extended scope or requirements that do not fall in RMC definition of standard may attract additional fees and charges. For example, under the RMC standard service definition, reporting turnaround timeframe is 7 days, reporting required within 7 days would attract an additional surcharge. For service definitions please contact the RMC corporate office.

### **Estimates**

RMC will provide estimates upon request. These estimates will remain valid for 14 days unless otherwise agreed with the client. RMC endeavours to gain precise understanding of the scope of the client's advised requirements and provide estimates based on these stated requirements. Estimates are provided from your stated requirements and apply in accordance with RMC Service Definitions.

Scope Creep during Engagement: Should initial scope definitions vary from final requirements RMC reserves the right to charge additional fees for requirements not provided for in the estimate.

Increases to Engagement Scope: Should the stated scope of requirement vary prior to or during engagement, RMC reserves the right to make appropriate charge adjustments.

Reductions to Engagement Scope: Should the client reduce the scope of the requirement RMC shall reassess associated charges. For scope reductions within 72 hours of the engagement commencement or during engagement, whilst all effort will be made to review associated charges, RMC reserves the right to charge for stated scope. For cancellations within 72 hours please refer to the Cancellation and Deferral Fees section.

### **Price Increases**

RMC rates are indexed each year, usually on 1 July. For assignments commenced prior to 1 July, the commencing rate will apply until completion.

[www.rmco.com.au](http://www.rmco.com.au)

CANBERRA | ADELAIDE | SYDNEY | BRISBANE | MELBOURNE | PERTH | REGIONAL LOCATIONS

*RMC and Spectrum Writers are part of the Insight Connections group.* [www.spectrumwriters.com.au](http://www.spectrumwriters.com.au)