

# TERMS & CONDITIONS

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Gerard Dunning Systems Architect

GerardDunning.com | ABN: 44 307 959 263

Business Name: Gerard Dunning

Business Type: Sole Trader

## Contracted Rates:

### Daily Engagement

- Base Rate: AU\$750. Data Processing, Document Production, Contracted Support
- Standard Rate: AU\$900. Consultancy, Analysis, Development, Media Production

### Other Rates

- Retention of Services: AU\$800 per billing cycle (14 days)
- Voice-Over Services via [Voices.com](https://www.voices.com)
- Other rates or services by negotiation

### Hourly Rates

Daily Engagement Rates can be contracted or consumed hourly, up to a maximum of 4 hours, per calendar day at 15% the Day Rate per hour. Any time contracted or consumed beyond 4 hours in the same calendar day is charged at the full Day Rate.

A maximum of 8 hours are available under the Daily Engagement Rate with any additional time contracted or consumed charged at an additional 20% of the Engagement Rate per hour, rounded up to the nearest full hour.

### Terms & Conditions

- All Contracted Development is for the development and supply of Compiled Run-Time Solutions targeted for the agreed Platform or Operating System unless otherwise agreed in advance
- Contracted Development does not permit access to Source Code or associated Development Licenses without prior arrangement or quotation

- Contracted Development does not account for ongoing Support beyond the initial release specifications. Support must be contracted separately
- Support is strictly considered to be the contracted maintenance of existing, delivered services only. Anything outside of this scope, including new functionality is considered to be Development and attracts the Standard Rate
- Retention of Service guarantees availability only. It does not include facility for any work (Documentation, Analysis, Support or Development, etc) conducted under any Daily Engagement Rate which will be charged additionally
- Retention of Service does not imply specific availability outside of agreed scope. Agreed availability cannot be carried over or accumulated if unused
- Retention of Service is required to guarantee the maintenance and storage of source code, related documentation, development environment and associated Licenses
- Creative Production includes Web Design, Graphics Design, and Audio/Video Production
- Daily Rates and Hours are considered to be within the same calendar day
- Any time consumed within an standard Hour period is charged as a full Hour
- Consumed time includes any Engagement by phone, email, virtual space, in-person, or as agreed
- Any agreed Expenses incurred are charged in addition to the Rate
- Additional 3rd Party Licensed Material or Software required in Development will be billed in addition to the Rate
- Agreed Car Travel is charged as an expense at \$0.74 per Kilometre travelled in addition to the Rate
- Any applicable Tax is charged in addition to the Contracted Rate
- All Services are provided as either Vendor or Contractor (Sole Trader)
- All Services (including expenses) will be invoiced upon completion or every 14 days, whichever is earlier
- Standard Payment Terms are 30 days from invoice date unless otherwise agreed prior to commencement
- Non-payment or late payment of invoices will incur an additional fee, invoiced separately
- All Rates are quoted in Australian Dollars unless stipulated otherwise
- Unless by prior arrangement, or architectural requirements, all delivered software is governed by the following End User License Agreement:

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