

1. DESCRIPTION OF SERVICES. Daily Business Solutions Typing Services will provide the services as set out in verbal or written communication (collectively, the "Services"): The Services must be supplied:
 - To the best of 'Daily Business Solutions Typing Services' ability and knowledge.
 - In accordance with reasonable technical directions given by the Client to Daily Business Solutions Typing Services.
 - In compliance with all applicable standards, laws and regulations.
2. PAYMENT FOR SERVICES. In consideration of the provision of the Services, the Client will pay compensation to Daily Business Solutions Typing Services for the Services based on the rate agreed upon, on completion of the work and receipt of an invoice.
 - DEPOSIT. Deposit of up to 80% may be requested before commencement of work and balance on completion on receipt of invoice.
 - RETAINER PAYMENTS Monthly retainer packages must be paid in advance and unused hours can be carried over to subsequent months.
 - PAYMENT GUARANTEE. The Client guarantees to Daily Business Solutions Typing Services the due payment of any sum payable by the Client to Daily Business Solutions Typing Services. Preferred method of payment is by EFT (Electronic Funds Transfer) into the bank account of Ms N Truran.
3. HOURS OF BUSINESS: 9am to 5pm Monday to Friday. Urgent work can be accommodated upon advanced notice.
4. DISCLAIMER CLAUSE: Quotations are for estimation purposes and are not a guaranteed cost for services. The Estimation Quotation is based on current information from the client about the project requirements. Actual costs may change once project elements are finalised or negotiated. Client will be notified of any changes in cost prior to them being incurred.
5. TERM/TERMINATION. These terms and conditions comes into force when the Client provides work to Daily Business Solutions Typing Services and remains in force for as long as the Client provides work to Daily Business Typing 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 Daily Business Solutions Typing Services on behalf of the Client will be payable by the Client under the agreed payment terms.
6. RELATIONSHIP OF PARTIES. It is understood by the parties that Daily Business Solutions Typing 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 Daily Business Solutions Typing Services. Daily Business Solutions Typing Services and the Client agree to the following rights consistent with an independent contractor status:

- Daily Business Solutions Typing Services has the right to perform services for others during the term of this Agreement.
- Daily Business Solutions Typing 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.
- Daily Business Solutions Typing Services has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- Daily Business Solutions Typing Services or Daily Business Solutions Typing Services' employees or subcontractors shall perform the services required by this Agreement, the Client shall not hire, supervise or pay any assistants to help Daily Business Solutions Typing Services.
- Neither Daily Business Solutions Typing Services nor Daily Business Solutions Typing Services' employees or subcontractors shall receive any training from the Client in the skills necessary to perform the services required by this Agreement.
- The Client shall not require Daily Business Solutions Typing Services or Daily Business Solutions Typing Services' employees or subcontractors to devote full time to performing the services required by this Agreement.

7. SERVICE WAIVER. The Client hereby agrees that all materials furnished to Daily Business Solutions Typing 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 Daily Business Solutions Typing Services from any claim or suit which may arise from the use of such materials.

8. PRODUCT OWNERSHIP. Daily Business Solutions Typing 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 Daily Business Solutions Typing Services in connection with the performance of Daily Business Solutions Typing Services' obligations under this Agreement (whether alone or with the Client, its other employees or contractors) for use by the Client. Upon request, Daily Business Solutions Typing Services shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

9. CONFIDENTIALITY. Daily Business Solutions Typing Services will not at any time disclose to any third party any information that is identified as confidential by the Client. Daily Business Solutions Typing 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 Daily Business Solutions Typing Services.

10. ENTIRE TERMS AND CONDITIONS. These terms and conditions contain the entire agreement of the parties, and supersedes any and all previous representations, warranties, undertakings, and agreements.

- ASSIGNMENT. Either Daily Business Solutions Typing Services or the Client may assign its rights and may delegate its duties under this Agreement.
- NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

- 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, collection/courier, Skype, Dropbox etc. There will be no charge for email. i.e. courier or express delivery charges will be passed to the Client.
11. FORCE MAJEURE. Daily Business Solutions Typing Services shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, broadband or telephone service.
12. RESPONSIBILITY. Daily Business Solutions Typing Services strives to provide error-free work. Typographical errors or mistakes which are clearly the fault of Daily Business Solutions Typing Services will be corrected at no charge. Client revisions will be charged. Final proofreading is the responsibility of the Client (it is very difficult for a person to proofread their own work). Daily Business Solutions Typing Services is not responsible for any loss due to clerical errors on our part missed by the Client.
- Daily Business Solutions Typing Services assumes no responsibility for consequences resulting from the provision of information and services, including, but not limited to, errors or omissions.
 - 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.
 - Information provided does not constitute legal, accounting, tax or consulting advice.