



Terms of Engagement

1.0 Confidentiality and IP

The contents of this agreement are **Private and Confidential**

All services undertaken by Correct Food Systems are done so in complete commercial confidence. All documents are managed in a secure manner and client privacy and confidentiality is paramount. Correct Food Systems adheres to the Australian Privacy Principles and will not use or disclose personal or sensitive information for any other purposes, other than to service the client under the terms and conditions of this proposal or future agreed work.

All documents and forms issued by Correct Food Systems are covered by copyright and are not to be duplicated or distributed outside their intended client use. Correct Food Systems logos and all other trademarks, unless otherwise noted, are owned or licensed by Correct Food Systems. Use of Correct Food Systems corporate name or registered marks for advertising or marketing purposes is not permitted without prior written authorisation.

2.0 Payment Terms and Scope of Works

This proposal and the terms and conditions within are valid for 60 days.

The audit fee will be in respect of services rendered, and is based on time spent, whether at the client's premises or elsewhere. The audit fee will be invoiced as stated below and is payable within fourteen days of invoicing. Fees will be at Correct Food Systems standard rates (which are subject to change), unless stated otherwise and all applicable taxes shall be payable by the client.

Correct Food Systems retains the right to cease work and withhold reports and certificates should payment remain due. Should payment remain due Correct Food Systems may take debt recovery action to recover fees for services rendered.

The fee quoted in any formal proposal is based on the scope of work defined in the proposal and is subject to change if the scope of work changes. Any additional work outside the boundaries and definitions of this project will be negotiated separately.

Our work may be terminated by either party on provision of one month's notice in writing, however pro rata fees will be charged for the work already undertaken.

The client's written acceptance of the Terms of Engagement is required prior to commencement of the work and can be done by completing and returning the attached proposal.

3.0 Use of sub-contractors

Correct Food Systems may delegate all or part of the services to a subcontractor and the client authorises disclosure all information necessary for such performance to the subcontractor unless the client opposes the appointment of an associated subcontractor by written communication. The client authorises disclosure of all information necessary for such performance to the subcontractor but Correct Food Systems remain primarily liable to the client for the work and services provided by the appointed subcontractor

- a. When providing the services as described in this proposal Correct Food Systems and any appointed subcontractors will:
- b. exercise all due care , diligence and skill reasonably expected of a professional persons providing services of the type described in this proposal,
- c. comply with all applicable legislation and all applicable industry standards and codes of practice,
- d. ensure all personnel and subcontractors are appropriately qualified to perform the work as directed by Correct Food Systems,
- e. provide the services described in a timely professional manner, dealing with all parties in good faith and not do anything which will or may bring the client into disrepute.



4.0 Disclaimers and Liability

All recommendations and audit findings are given in good faith upon the basis of information before us at the time; and achievement of the proposal or project objectives will depend upon provision of accurate information from the client's staff and the cooperation of the staff. The client acknowledges that the consulting fee is being paid for the documented system as described and recommendations and not advice on the profitability of the client's business.

Notwithstanding anything herein contained, the Client, except as the law may otherwise require, be liable for any loss or other consequences (whether or not due to the negligence of the client), arising out of the services rendered by the Company.

The client acknowledges that Correct Food Systems, by providing the services, neither takes the place of the client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the client to any third party.

4.1 Audit Reports

The purpose of an audit report is to comment upon evidence of the Client's compliance with standards or specific criteria. The content of the report applies only to matters, which are evident to Correct Food Systems at the time of the audit within the audit scope, based on the information made available at the time of audit. Correct Food Systems does not warrant or otherwise comment upon the suitability of the contents of the report or the certificate for any particular purpose or use. Correct Food Systems accepts no liability whatsoever for consequences to, or actions taken by, third parties as a result of or in reliance upon information contained in this report or certificate.

5.0 Client content information

Client information may be used to send you our professional development newsletter "The Correct News" which aims to keep all clients up to date with changes to laws and food safety issues and incidents. The engagement of the Company by the client may be identified in marketing materials such as tenders, proposals and company website. Written authorisation from the client will be gained for use of testimonials or other marketing strategies of the Company.

05/05/2015