

Engagement Letter for Autosoft Consultancy Service



Date:                    \_\_ / \_\_ / \_\_

Client Business: \_\_\_\_\_

Client Name: \_\_\_\_\_

Autosoft consulting is carried out under the training and consultancy division of Autosoft Pty Ltd. All customers wishing to engage consultancy services must have a current agreement in place. The purpose of this agreement is to confirm that both parties are of the same understanding regarding the terms, objectives, nature, scope and limitations of the services that we provide. **Note: Autosoft consultancy is a different service to Tech Support and is not covered by the tech support periodic fees.**

**Consultation:** Consultation services are available at the request of the client on specific issues, such as Technical Investigations of issues caused by user error, Programming, System Configuration, and other amendments or consultations to do with the functionality of your Autosoft Software. Services will be billed at the standard rate of **\$3per minute for over the phone/online/remote access consultations.** Onsite Consultations and other travel costs must be agreed upon before the consultation and are in addition to this rate – to arrange a quote for this please contact us.

**Agreed upon services. Please initial if you wish to engage consultation services:** \_\_\_\_\_

**Your brief Description of what is needed or your ticket number:**

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**TERMS & CONDITIONS**

**SERVICE LIMITATIONS**

Autosoft Pty Ltd will not be responsible for performing any work without specific acknowledgement of such duties. This includes, but is not limited to matters such as, maintenance of system settings and parameters, pricing files and matrices, software configuration changes to accommodate developments in law or industry standards, user training and competency. Autosoft Pty Ltd is not obligated to contact you regarding any such matter, for such matters you will be responsible by your own duties as a business owner. As a general rule, we require that you engage our services and provide all information and access to resources no less than 30 days prior to the date when you expect us to deliver a solution. Failure to do so may render us unable to assist you within your expected timeframe, while we may endeavour to do what we can to assist you ultimately if your business is penalised in any way we accept no responsibilities for fees, penalties or damages incurred. Autosoft Pty Ltd will not be liable for any errors or problems caused by untrained or non-competent staff operating a live system, nor for any changes made by the client to software settings and configuration, or where environmental or circumstantial factors exist or have existed that require / or have caused configuration changes to be made.

**SCOPE LIMITATIONS**

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts (including fraud) that may exist. We may however comment on such matters if they come to our attention. The client agrees to furnish all information that is necessary for the performance of the engagement and is responsible for the proper recording of transactions in the software, and for the accuracy of the data in the financial records. It is recommended that the client provide a backup copy of the database to prevent loss or corruption of live data. Autosoft Pty Ltd conducts data transfers over the internet using FTP servers and email, unless the client requests otherwise. We will not be responsible for any lost or stolen data during transfers. The scope of service provided by Autosoft Consultancy is limited to the function of record keeping and processing within the parameters of the Autosoft5 program, any advice on entity structures, accounting & business policy, taxation or anything beyond the scope of record keeping within the application should be obtained from a CPA, CA or other suitably qualified individual or organisation. Autosoft Pty Ltd, are not registered tax agents and cannot provide information or advice about tax and GST related issues, or legal matters.

**LIMIT OF LIABILITY**

You agree that Autosoft Pty Ltd's liability for damages, unless caused by intentional acts, shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy. You further agree that Autosoft Pty Ltd will not be liable for any lost profits, or for any claim or demand against you by any other party. In no event will Autosoft Pty Ltd be liable for incidental or consequential damages even if we have been advised of the possibility of such damages. Either party may bring no action, regardless of form, arising out of the services under this agreement, more than one year after the date of the last services provided.

**PRIVACY NOTICE**

To carry out the agreement we may hold information that has been provided by you, and will typically include a copy of your computer database, and possibly other associated computer data files. We are committed to the safekeeping of your confidential information and we maintain physical and electronic safeguards for its protection. We will keep all information about our engagement confidential. We will not disclose any information about you unless we have your approval as required by law, even if you are no longer a client.

**APPLICABLE LAW**

This engagement letter shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the state of New South Wales. .

**CHARGES**

The total minutes of the consultation will be recorded by the Autosoft Staff member carrying out the consultation and will be charged to your credit card upon the completion of the consultation. These charges are not refundable but if you have any queries with the time that was charged or our service provided, please contact us immediately.

**COMPLETE AGREEMENT**

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force. If you have any questions or concerns regarding this engagement letter or desired services, please contact us at the address below.

**Payment Details:** Upon completion of your consultation, an invoice for the time used will be sent to you and the amount will be charged as per your details below;

Company Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ \*Please note\* we only accept Visa & MasterCard.

Cardholder Name: \_\_\_\_\_

Expiry Date: \_\_\_\_ / \_\_\_\_ or Charge to your Account? Please Circle - YES\* / NO \*Please Note\* If you have advised to charge to your Autosoft Account, your will be sent an invoice and will be required to pay your account before the commencement of the Consultation.

Please Sign to indicate that you have Read and understand the Terms & Conditions and Authorise the Payment:

**Signature:** \_\_\_\_\_

<p><u>Autosoft Staff Admin Section</u></p> <p>Representing the client as fully understanding and accepting the conditions of the agreement, and authorizing Autosoft to proceed with work for the client on the terms stated in this engagement letter. Consultancy Agreement Accepted and Conducted by: _____</p> <p>Signed and Dated by Employee - Representing Autosoft Pty Ltd, Building Q2, Suite 2305, 4 Daydream Street, Warriewood NSW 2102</p>	<p>Total Minutes of Consultation:</p> <p>_____</p> <p>Total Amount to Charge (ex GST):</p> <p>_____</p>
<p><u>Payment Processed</u></p> <p>By: _____</p>	<p><input type="checkbox"/> Invoiced &amp; charged as per above</p>

**Please fax this form to Autosoft on 02 9979 7005.**