

**RETAINER AGREEMENT
NOTICE OF TERMS UNACCEPTABLE TO THE UNIVERSITY
AND WHICH SHOULD NOT BE INCLUDED
IN THE SERVICES AGREEMENT**

Please note that the University will not agree to terms and conditions in any Service Agreement which it considers to be unreasonable, contrary to commercial practice or provisions which seek to vitiate the University's rights at law.

Unless otherwise agreed, acceptance of a tender/quotation is conditional on such terms being deleted from the terms and conditions of service.

Terms which are considered unacceptable include, but are not limited to:

- Limitations on the length of time you are liable for deficiency in the performance of your services, other than limitations imposed by law.
- Limitations on the amount of money for which you are liable to the University for deficiencies in your services, other than limitations imposed by law.
- Restrictions on and/or exclusion of the operation of consumer protection legislation including the Trade Practices Act 1974.
- Requirements that the University is to indemnify you against claims by third parties.
- Repudiation of responsibility for third parties engaged by you.
- Increases in fees resulting from movement in the CPI.
- Reimbursement of any of your expenses, including data processing, except where specifically agreed to by the University.
- Terms of payment other than 30 days from date of invoice.
- Terms requiring payment for prolongation or disruption except where the University has caused it directly.

Tender/quotations are to include a statement of the Professional Indemnity Insurance carried by the service provider.