Impact Society standard terms: Consulting.

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We're a small company and we like to keep things simple, so we've kept these terms brief and in plain language. We're reasonable people, we'll act reasonably and we'll assume the same of you. Where a term sets a specific position, we'll stick to that - and everywhere else, we'll be fair and reasonable.

What consulting is

Consulting is where we do the work with you: running a workshop, building a strategic plan, facilitating a planning process or whatever else we've agreed. And it's not coaching, which is where you're doing the work and we're alongside you. Coaching has its own terms and those cover it. Consulting isn't legal, accounting, financial or other regulated advice, and where we think something needs the kind of professional advice we can't provide, we'll say so.

The work

What we'll do, what you'll get, when and what it costs are set out in the proposal we send you. That proposal and this document are our agreement for that work. If it needs to change as we go, we'll agree the change first - an exchange of e-mails is fine.

We work from Western Australia and, unless we've agreed otherwise, we do the work online. Where we're coming to you in person, we'll agree that up front, along with whatever needs arranging to make the trip work. If it can't be arranged in time, we'll run the session online.

What we need from you

We'll tell you what we need from you and by when with reasonable notice - people, information, resources, access, decisions or otherwise. If it can't be provided on time, dates may move and costs may change, but we'll talk it through with you before either happens.

Money

Fees are set out in the proposal or when you buy. We usually ask for a non-refundable deposit to hold any dates and the balance on completion. Invoices are due within 14 days. Our fees exclude GST. Where GST applies, we'll add it. If one looks wrong, tell us and we'll sort it out. If one is more than 30 days overdue and we haven't heard from you, we'll pause work until it's settled.

Where travel, accommodation or materials are involved, we keep them reasonable, charge them at cost plus 10% and agree anything sizeable in writing first. We travel regularly, so we'll always try to line a visit up with a trip we're already making. When we do, you pay your share rather than the whole journey: everything spent getting to you and back in full, plus an equal share of whatever's shared with the other clients on the trip.

Moving or cancelling dates

When we hold dates for you, we set that time aside and turn other work away. So, if something needs to move, tell us as early as you can. More than four weeks out, you cover any non-refundable expenses we've already committed. Within four weeks, it's half the fee for the affected work plus those expenses. Within one week, it's the whole fee plus those expenses. We'll always tell you the figure before it applies. We keep any deposit you've paid and count it towards those amounts.

It runs the same way in reverse, within reason. If we have to move a date - due to illness, injury or the irregularity of a small company - we'll rebook at a time that suits you at no extra cost, and we'll cover non-refundable costs you can't recover, up to the fee for the affected work.

When neither of us can help it

If something outside both our control stops the work going ahead, no cancellation charge applies, we'll rebook as soon as we sensibly can and each of us carries our own costs.

Ending an engagement

If you need to stop an engagement, tell us in writing. You pay for the work done to that point, for expenses we've already committed and for any dates we're holding under the terms above. If you've paid ahead, we'll refund the rest, apart from the deposit. We can stop too, but only if something's gone wrong: one of us breaking these terms and not putting it right within 28 days of being asked, or either of us becoming insolvent. Our 30-day money-back guarantee doesn't apply to consulting.

Privacy and what's ours

We regularly observe things that aren't public, like honest conversations and sensitive plans. These things stay confidential with us, during the work and after. We ask the same of you about how we work and we'll sign a non-disclosure agreement if you need one.

Anything we make for you is yours to use inside your organisation. The methods, frameworks and materials we bring stay ours, since they're how we make our living, and we keep the right to reuse what we learn in anonymous form.

Our responsibility

We take our work seriously. If something we do goes wrong, we'll put it right wherever we reasonably can. But we work from what you tell us, and what comes of the work depends on your own decisions, effort and circumstances. We bring our full attention to every engagement, but we can't guarantee particular results and we're not responsible for the decisions you make or the actions you take during or after it.

Beyond that and to the maximum extent the law allows:

- Our total liability to you for anything arising out of or in connection with an engagement - in contract, in negligence or other tort, in equity, under statute or on any other basis - is limited in aggregate to the fees you've paid us for that engagement;
- We are not liable for indirect or consequential loss, including loss of profit, revenue, business or opportunity, anticipated savings or loss of or damage to data; and
- We are released from all liability unless you claim within 12 months of the engagement ending.

Some guarantees under the Australian Consumer Law can't be excluded and nothing above tries to. Where those guarantees apply to services not of a kind ordinarily acquired for personal, domestic or household use or consumption, the law lets us limit what we owe you if we fail to meet one - and we do. For any such failure our liability is limited, at our option, to supplying the affected services again or paying the cost of having them supplied again.

If something's not right

If you're ever unhappy, or we are, we'd far rather talk than enter a formal process. So, pick up the phone. If we truly can't sort it, this agreement is governed by the law of Western Australia and we both submit to the exclusive jurisdiction of its courts.

The rest

This document and whatever set up the work - a proposal, an e-mail and/or the checkout - are the entire agreement between us for that consulting work, and they override anything else, including a purchase order or its attached terms. If we need to change something, an exchange of e-mails is enough, one from each of us. We update these terms from time to time and the version that applies to you is the one current when you bought or when we agreed the work. If any part doesn't hold up, the rest still stands.