

# Professional Services Policy

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# 1 Our Values

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1. We believe that the effective delivery of professional services requires the establishment of an enduring and trusting relationship between client and supplier.
2. We commit to treating you honestly, fairly and generously in all our dealings with you, and expect the same treatment from you.
3. We commit to having the courage to provide you with our best advice. We will identify alternative solutions and recommend what we believe is best for you. We will ask for your opinions and act on your instructions.
4. We will persist in our efforts to deliver the best solution despite unanticipated obstacles.
5. We will identify conflicts of interest and bring them to your attention.
6. We will respect matters of privacy and confidentiality.

## 2 The Way We Work

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1. We aim to provide you with a degree of certainty when dealing with us. Specifically this concerns the accuracy of the brief, the timeliness of delivery and the certainty of cost.
2. We commit to using our professional skills to the best of our ability to define your assignments accurately and completely, in terms that you are comfortable with and in language that you understand.
3. On larger assignments, we will provide the project management skills to achieve delivery on time, on budget and to specification and to keep you informed about progress and issues of consequence during the course of the project.
4. Recognising that timely and effective client input is critical to project success, you will use your best endeavours to complete tasks that impact the success of your projects.
5. Wherever possible we will provide you with a fixed price for our services.
6. However, by the nature of our work, the scope of many assignments cannot be determined precisely in advance. In these circumstances, we shall provide you with an estimate of cost and bill you on a time basis. As the work proceeds, we may be able to refine the estimate or to provide you with a fixed price for the balance of the assignment.
7. The analysis of your requirements and the definition of alternative solutions are skilled tasks, billed on a time basis. Estimating the cost of assignments, and providing you with a quotation, is done at our expense.
8. To provide you with innovative and quality solutions, we work on the principle that two heads are often better than one. We encourage staff to use their peers to sound out ideas and work through alternative scenarios. We consider this to be an invaluable part of the service we provide you because it allows our consulting staff to draw on a wide range of experience and knowledge. In these circumstances, you will be billed for all the participating consultants' time.
9. For simple tasks of short duration, formal processes of approval may add unnecessary overheads and delays. In these circumstances, we will act on your verbal instructions and bill you on a time basis. It will be *your* choice if you wish to commission work in this way.
10. For complex tasks, your commitment can be phased. For instance, in software development projects, there will be a *Specification* phase followed by a *Construction* phase followed by an *Implementation* phase. The cost of subsequent phases will often depend on the choices *you* make in the former phases.

11. For continuing tasks, such as *Operations Support*, we will work on an *as directed* basis and bill you on a time basis. Alternatively, we can set up a continuing agreement for the support of your business systems – *The Way Forward* – in which we bundle a smorgasbord of services for a fixed monthly fee.
12. Normally, should variations to requirements become necessary during a project, these will be defined, priced and agreed prior to work commencing. However, should your project deadlines be such that you would prefer us to start or continue work without the above approvals, we will ask you to confirm that in writing and will aim to complete the documentation of the work at the earliest possible time.
13. Any errors in our work will be rectified at our expense. Please note that the correction of defects found during the testing phase of software development is a normal part of the process and these do not represent errors in the above sense.
14. Bugs in the package software products we supply are covered by your maintenance agreement and will be rectified by the supplier at no charge. (Bugs are defined as software not meeting its specification. The absence of non-specified functionality is not a bug.) Reasonable requests to investigate bugs will be done at no charge provided you are using the current release of the product. Investigation of problems caused by misuse or misunderstanding of the product will be at your expense.
15. You are responsible for the operation of your system and its data. Under no circumstances will we be liable for consequential damages.
16. Our time is valuable. It is how we earn our living. Should our time be lost because your staff arrive late or you reschedule activities at short notice, then we will charge you for the lost time.
17. We commit to settling disputes promptly. If we have charged you for work that was defective, we shall issue a credit. You can assist this process by making your claim as soon as you become aware of the problem, ideally within seven days and certainly within three months of the event.
18. Any contract is taken to be formed in the State of Victoria. The law of the State of Victoria is to be applied to all contracts. Any dispute in relation to a contract is to be heard and determined by the courts of the State of Victoria.
19. We commit to providing you with appropriate feedback regarding our future commitments. If possible, you will give us forewarning of your future requirements. This will help us to help you by having the resources you need available when you need them.

## **3 Fees**

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### ***3.1 Fixed Fee Projects***

1. Fixed fee quotations will be accompanied by a payment schedule.
2. For short-term projects there will normally be a 25% deposit with the balance on completion.
3. For longer projects, there will be interim fortnightly payments as the work progresses.

### ***3.2 Time Based Projects***

1. Fees will be charged on a time basis related to the skill of the Consultants involved.
2. Current rates are detailed in section 4 *Schedule of Rates*.
3. Time is recorded and billed in twelve-minute units.
4. Invoices are submitted fortnightly and are due within seven days.

### ***3.3 Travel***

1. Travelling time to client sites outside the Melbourne metropolitan area, or to client sites within the Melbourne metropolitan area for less than a full day's work, is charged at half the Consultant's standard rate.

### ***3.4 Out-of Hours***

1. When work is done outside normal business hours (9.00am to 6.00pm Monday to Friday excluding holidays), at your request, then a surcharge of 50% applies.
2. If a Consultant is required to be *On Call* out-of-hours then an additional on-call fee applies.

### ***3.5 Disbursements***

1. Disbursements for out-of-pocket expenses such as training materials, travel, meals, accommodation, telephones and photocopying are billed to you at cost.
2. Car travel to client sites outside the Melbourne metropolitan area is billed at 70 cents per kilometre.

## 4 Schedule of Rates

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Principal Consultants                      \$250 - \$300 per hour

Senior Consultants                      \$200 - \$250 per hour

Consultants                                      \$130 - \$200 per hour

On Call Fee                                      \$600 per day

Effective from 4 Jan 2010