

— INTRODUCING OUR NEW PREMIUM SUBSCRIPTION OFFERING*

Governance Partner.

A premium subscription offering for our closest and most valued council partners.

Predictable cost. Tailored compliance. Reliable capacity.

Governance Partner gives you reliable, ongoing governance support each month through a simple subscription aligned to your planned priorities and flexible to changing conditions.

WHAT'S INCLUDED

- › **An Annual Work Plan** tailored to your statutory obligations and evolving priorities.
- › **Dedicated single point of contact** coordinating all work across our multidisciplinary legal, business strategy and community engagement team.
- › **Access to our template library** of compliant policies and procedures, continuously updated.
- › **Grant and Legislative bulletins** delivered to your inbox, keeping you up to date.
- › **Monthly Time Summaries** so you know what we have been working on, enabling easy allocation to various cost centres as required.
- › **Predictable and compliant procurement**, seamlessly leveraging our Local Buy Prequalified Supplier Arrangements and Legal Services Retainers under the *Legal Profession Act 2007* (Qld).

Tiered subscription options available to suit councils of varied size and capacity. Work is delivered up to your selected monthly tier hours per week.

YOU ARE IN CONTROL

CANCEL

Any time before monthly renewal.

UPGRADE / DOWNGRADE

Change your subscription tier before monthly renewal to match workload.

TOP UP

Add hours mid-month for unforeseen surge capacity.

Interested? Let's talk.

e mail@culturev8.com.au

p 0400 726 329

w culturev8.com.au

Governance Partner.

Special Terms and Conditions

1. To the extent these Governance Partner Special Terms and Conditions are inconsistent with applicable Local Buy Default Purchaser Conditions of Contract, and/ or General Legal Services Retainer with Us under the *Legal Profession Act 2007* (Qld), those agreements will take priority over these Governance Partner Special Terms and Conditions. These Governance Partner Special Terms and Conditions form part of the Purchaser Agreement and apply to the extent permitted under the applicable Local Buy Default Purchaser Conditions of Contract.
 2. Governance Partner subscription tier fees are calculated using a blended estimate of Our hourly Local Buy Prequalified Supplier Arrangement rates and Our intellectual property license fee, each aligned to achieving Your tailored Annual Work Plan.
 3. Governance Partner subscription fees are exclusive of outlays and disbursements to perform the Work (eg. travel, accommodation, searches, Barristers fees etc) which will be billed separately by Us against the Purchase Order provided by You. Work requested by You outside the scope of the Annual Work Plan may be included within Governance Partner at Our sole discretion (on request by You) with or without subscription tier change (dependent on assessment of available remaining subscription tier hours and Work complexity etc). An update to the associated Purchase Order or a fresh Purchase Order may be required from You to enable such Work.
 4. Subscriptions are ordered on at least a 6-monthly Purchase Order and billed monthly in advance by Us based on the subscription tier ordered for that month by You against the Purchase Order supplied.
 5. Where the first month of a subscription starts mid-month, the first month subscription fee will be invoiced by Us pro-rata based on remaining days in that month, and all subsequent months will be per scheduled subscription tier pricing.
 6. Subscriptions may be cancelled by written notification by You to Us prior to each monthly renewal (last day of the billing period).
 7. Subscription tiers may be changed by written notification by You to Us prior to each monthly renewal (last day of the billing period) to enable flexible updates to Your Annual Work Plan throughout the year.
 8. We may suspend or refuse to renew a subscription where any invoice payable by You to Us is overdue.
 9. Unused hours during a subscription period will expire and will not carry over. No refund, credit or adjustment will be provided for unused hours, unless otherwise agreed by Us in writing.
 10. We may propose variations to subscription fees by written notice, subject to Purchaser approval and consistent with the applicable Local Buy Prequalified Supplier Arrangement and/or General Legal Services Retainer. Where variations are not approved by You, We may give You written notice of Our intention to conclude Governance Partner services at the end of the monthly subscription period.
 11. During an active subscription, You will have access to Our template library via Your nominated Governance Partner representative. Upon expiry or termination of the subscription, access to the library ceases. However, subject to payment of all fees, You may continue to use internally any materials provided to You during the subscription in accordance with the licence in clause 17.
 12. We reserve the right to advise You of changes to your nominated Governance Partner representative(s) assigned to Your subscription.
 13. All Work will be undertaken by Our personnel authorised under a Local Buy Prequalified Supplier Arrangement and/or General Legal Services Retainer (as applicable).
 14. All Work is to be completed remotely of your offices, unless otherwise agreed by Us.
 15. Governance Partner is an evolving service offering. You agree to act reasonably and in good faith in considering process improvements and service refinements proposed by Us during Your subscription.
 16. We reserve the right to update these Governance Partner Special Terms and Conditions from time to time upon written notice to You. Updated terms will apply to future subscription periods and will not affect Work already commenced or fees already invoiced for that month.
 17. All intellectual property rights in templates, policies, procedures, tools and materials developed or supplied by Us remain Our property. Subject to payment of all fees, You are granted a non-exclusive, non-transferable licence to use such materials for Your internal governance purposes.
 18. We will use reasonable endeavours to schedule and perform Work within timeframes agreed with You, having regard to workload priorities, complexity and resource availability. Governance Partner does not guarantee immediate availability or fixed turnaround times unless expressly agreed in writing. We are only required to perform Work during ordinary working hours, but may work outside those hours at our sole discretion.
 19. Governance Partner subscriptions are intended to support reasonable governance workloads consistent with the agreed Annual Work Plan. We reserve the right to discuss subscription tier adjustments where actual workload requirements materially exceed initial estimates.
 20. Each party must keep confidential all information received from the other party that is not publicly available and must not disclose such information except as required by law or with prior written consent.
 21. Our liability to You is limited to the extent permitted under the applicable Local Buy Default Purchaser Conditions of Contract and/or General Legal Services Retainer (as applicable).
 22. During the term of a subscription and for 6 months thereafter, You must not directly solicit employment of Our personnel involved in delivering Governance Partner services without Our prior written consent.
 23. We may suspend or terminate the subscription and cease Work immediately by written notice to You if:
 - A) You fail to pay an amount due and that failure continues beyond our invoice terms (clause 8) or you do not accept a variation (clause 10);
 - B) You materially breach these terms or the applicable contract framework; or
 - C) We are unable to continue providing the services due to a conflict of interest, legal or professional obligations, or circumstances beyond Our reasonable control.
- These terms operate subject to any termination rights available to You and/or Us under the applicable Local Buy Default Purchaser Conditions and/or General Legal Services Retainer.
24. Nothing in these terms limits the Your rights to vary, suspend or direct work under the applicable Local Buy Default Purchaser Conditions and/or General Legal Services Retainer.
 25. Subscription fees secure access to pre-determined governance support capacity based on subscription tier and related intellectual property licence during the relevant subscription period. They do not create a bank of accrued service credits, trust monies or refundable retainers, unless expressly agreed in writing.

"Annual Work Plan" means the agreed schedule of anticipated governance support activities and scope of Work developed collaboratively between You and Us at the commencement of a subscription period and updated throughout the subscription period. Your Annual Work Plan comprises Your express instructions to Us.