



Engagement and Credit Policy

Effective date: 2025

Engagement and Credit Policy

1. Overview

THREEDIGITAL provides professional consulting, advisory, implementation, integration and support services on a prepaid basis. Prepayment secures the allocation of specialist resources, scheduling priority, and commitment of capacity for each engagement.

By accepting a quote, proposal or engagement agreement, the client agrees to the terms of this Prepaid Engagement and Credit Policy.

2. Prepaid Model

All services are invoiced in advance unless otherwise agreed in writing.

Prepayment may include, but is not limited to:

- Fixed fee project engagements
- Retainer arrangements
- Advisory services
- Implementation services
- System configuration and integration work
- Prepaid support hour bundles
- Executive services engagements

Commencement of work is conditional upon receipt of cleared funds, unless otherwise agreed in writing.

3. No Change of Mind Refunds

Payments made to THREEDIGITAL are non refundable in the event of:

- Change of mind
- Change in internal priorities
- Budgetary constraints
- Delays caused by the client
- Withdrawal from the engagement after acceptance
- Failure to provide required information or access

Prepayment secures capacity and resource allocation. Once allocated, these resources cannot be retroactively reallocated.

4. Service Credits

At its sole discretion, THREEDIGITAL may issue a service credit for the unused portion of prepaid services where:

- Work has not yet commenced, or
- A portion of prepaid services remains unused, and
- The client is not in breach of the engagement terms.

Service credits:

- Are issued at the discretion of THREEDIGITAL
- Are not automatic
- Are not redeemable for cash
- Cannot be exchanged for a refund
- May only be applied to future services provided by THREEDIGITAL
- Are valid for 12 months from the date of issue unless otherwise specified in writing
- Are not transferable without written approval

No credit will be issued for services already delivered, partially delivered milestones, or time reserved and not utilised due to client delay.

5. Retainer and Ongoing Services

For retainer based engagements:

- Retainers secure priority access and reserved capacity
- Unused hours do not roll over unless expressly agreed in writing
- Retainers are non refundable
- Cancellation requires written notice in accordance with the agreed engagement terms

Where a retainer is cancelled in accordance with the engagement agreement, no refund will be

issued for the current billing period.

6. Project Based Engagements

For fixed fee or milestone based projects:

- Payments are linked to resource allocation and project scheduling
- Once a project phase has commenced, payments for that phase are non refundable
- Delays caused by the client do not create entitlement to refunds or credits
- Re scoping or pausing a project may require a formal variation

7. Client Delays and Pauses

If a client requests a pause in services:

- THREEDIGITAL may agree to reschedule work subject to availability
- Extended pauses may require re quotation
- Credits are not automatically issued due to client initiated delays

8. Failure to Pay

THREEDIGITAL reserves the right to suspend services where payment terms are not met. Suspension does not entitle the client to a refund or credit.

9. Consumer Guarantees under Australian Consumer Law

Nothing in this policy excludes, restricts or modifies any rights or remedies a client may have under the Australian Consumer Law.

If THREEDIGITAL fails to comply with a consumer guarantee that cannot be excluded under the Australian Consumer Law, the client may be entitled to a remedy as provided by law.

Where the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, THREEDIGITAL's liability is limited, to the extent permitted by law, to:

- The resupply of the services, or
- The payment of the cost of having the services resupplied.

10. Limitation of Liability

To the maximum extent permitted by law:

- THREEDIGITAL is not liable for indirect or consequential loss
- Liability is limited to the fees paid for the specific services giving rise to the claim

- No liability arises from decisions made by the client based on advisory recommendations

11. Amendments

THREEDIGITAL may update this policy from time to time. The version in effect at the date of engagement acceptance applies to that engagement.

12. Acceptance

By accepting a quote, proposal, or engagement agreement, the client acknowledges that they have read and agree to this Prepaid Engagement and Credit Policy.

Now, how to implement it properly:

On your quotes, include:

“By accepting this quote, you acknowledge that you have read and agree to THREEDIGITAL’s Prepaid Engagement and Credit Policy available at: [insert link]”

And also include a short line in your payment terms section:

“All services are prepaid and non refundable. Refer to our Prepaid Engagement and Credit Policy for full details.”