



ABN: 88 922 489 839 | Queensland, Australia | Effective: July 2026

SOLARA CONSULTING SERVICES

Terms and Conditions of Service

These Terms and Conditions govern all services provided by Solara Consulting Services (ABN 88 922 489 839), a sole trader registered in Queensland, Australia. By engaging Solara Consulting Services, you agree to be bound by these terms in their entirety.

Please read these Terms carefully before engaging our services. If you have any questions, contact us before proceeding.

1. About Solara Consulting Services

Solara Consulting Services is a sole trader business registered and operating in Queensland, Australia.

Business name	Solara Consulting Services
ABN	88 922 489 839
Business structure	Sole Trader
State of registration	Queensland, Australia
Governing law	Laws of Queensland and the Commonwealth of Australia

2. Nature of services

2.1 Technology consulting

Solara Consulting Services provides independent technology consulting to Australian businesses, including:

- Technology strategy and systems review
- Software implementation support and process repair
- Workflow optimisation and digital transformation advisory
- Vendor-neutral technology recommendations

2.2 Financial services consulting

Solara Consulting Services provides paraplanning, document preparation, and technology consulting support to licensed financial advisers and Australian Financial Services Licensees (AFSLs). Services in this category may include, but are not limited to:

- Preparation of Statements of Advice (SOAs) and Records of Advice (ROAs)
- Needs analysis and fact find review
- Research and product comparison support
- Compliance documentation and file note preparation
- Template and workflow development for financial advice practices

3. Engagement and contract basis

3.1 Technology consulting engagements

Technology consulting services are engaged on a timed contract basis. The agreed hourly or daily rate estimated time commitment, and scope of work will be confirmed in writing before work commences. Any variations to scope must be agreed in writing, and may result in revised fees.

3.2 Financial services engagements

All financial services consulting work is engaged on a per-SOA or per-deliverable contract basis. Each engagement will be scoped individually and confirmed in writing (via signed agreement) prior to commencement. No work will begin until scope and fee have been

agreed in writing.

3.3 Governing legislation

Engagements are subject to applicable Commonwealth and Queensland legislation including, but not limited to:

- Corporations Act 2001 (Cth) - where services relate to financial advice documentation
- Australian Securities and Investments Commission Act 2001 (Cth)
- Competition and Consumer Act 2010 (Cth) and Australian Consumer Law (Schedule 2)
- Privacy Act 1988 (Cth) and the Australian Privacy Principles
- A New Tax System (Australian Business Number) Act 1999 (Cth)
- Income Tax Assessment Act 1997 (Cth)
- Fair Trading Act 1989 (Qld)

4. Fees and payment

4.1 Invoicing

Solara Consulting Services will issue a tax invoice upon completion of each deliverable or at agreed milestones during a timed engagement. All invoices will include the ABN 88 922 489 839 and comply with requirements under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) where applicable.

4.2 Payment terms

Payment is due within 7 days of the invoice date. The invoice date is the date the invoice is issued, not the date it is received or opened.

4.3 Late payment

If payment is not received within 7 days, Solara Consulting Services reserves the right to:

- Suspend work on any current or future engagements until the outstanding amount is paid in full
- Charge interest on overdue amounts at the rate of 2% per month, calculated daily, from the due date until the date of payment

- Engage a debt recovery service or take legal action to recover outstanding amounts, with costs to be borne by the client

4.4 GST

All fees are exclusive of GST unless otherwise stated. Where GST applies, it will be added to the invoice at the prevailing rate.

5. Important disclaimers - financial services consulting

Solara Consulting Services is NOT a licensed financial adviser, Australian Financial Services Licensee (AFSL holder), or authorised representative under the Corporations Act 2001 (Cth).

Nothing contained in any document, template, analysis, research, or communication produced by Solara Consulting Services constitutes financial product advice, financial advice, legal advice, tax advice, or any other form of regulated advice as defined under the Corporations Act 2001 (Cth) or any other applicable law.

ALL documentation, Statements of Advice, Records of Advice, research, and any other materials prepared by Solara Consulting Services MUST be thoroughly reviewed, verified, and approved by a qualified, licensed financial adviser or AFSL holder before being presented to, or relied upon by, any client. This requirement is explicitly noted within each document produced.

Solara Consulting Services accepts no liability for any loss, damage, or regulatory consequence arising from the use of any materials without appropriate review and sign-off by a licensed adviser.

5.1 Paraplanning output is a draft only

All SOAs, ROAs, fact find analyses, and related documents produced by Solara Consulting Services are provided as draft materials only. They are prepared to assist licensed advisers in meeting their obligations under the Corporations Act 2001 (Cth) and are not intended to be, and must not be, presented to clients in the form received from Solara Consulting Services without full review and approval by the responsible adviser.

5.2 Responsibility of the licensed adviser

The engaging adviser or licensee retains full and sole responsibility for:

- The accuracy and completeness of all information provided to Solara Consulting Services
- The review, verification, and approval of all draft documents
- Ensuring all advice provided to end clients meets the requirements of the Corporations

Act 2001 (Cth), including the Best Interests Duty (s961B), the appropriateness obligation (s961G), and the safe harbour steps (s961B(2))

- Compliance with ASIC regulatory guidance including RG 175 and RG 244
- All client outcomes resulting from advice provided

5.3 Professional Indemnity insurance

Solara Consulting Services holds professional indemnity insurance. However, this does not constitute insurance for the provision of financial advice, and the insurance held does not extend to liability arising from a client's reliance on financial advice documentation that has not been reviewed and approved by a licensed adviser.

6. Important disclaimers - technology consulting

Solara Consulting Services operates as a fully independent technology consultant and is not employed by, contracted to, or affiliated with any specific software vendor, technology provider, platform, or product manufacturer.

Recommendations made in the course of a technology consulting engagement represent independent professional opinion based on the information provided and available at the time. They do not constitute an endorsement of any particular vendor or product.

6.1 Independence

Solara Consulting Services does not receive commissions, referral fees, rebates, or any other benefit from software vendors or technology providers in connection with recommendations made to clients. All recommendations are made on the basis of the client's stated needs and circumstances.

6.2 Scope of technology services

Technology consulting services are limited to advisory, implementation support, and process repair. Solara Consulting Services will:

- Recommend technology solutions and implementation approaches based on the client's requirements
- Provide support with implementation planning, configuration guidance, and process design
- Assist with troubleshooting, workflow repair, and optimisation within the agreed scope

Solara Consulting Services will NOT:

- Guarantee specific outcomes from technology implementations
- Be responsible for the performance, reliability, or suitability of any third-party software or platform
- Be liable for any additional costs, fees, subscriptions, licences, or charges imposed by software vendors or technology providers

6.3 Software and third-party costs

Any costs associated with software licences, subscriptions, platform fees, third-party integrations, cloud services, or any other vendor charges are the sole responsibility of the client. Solara Consulting Services will, where possible, provide indicative cost information but does not warrant the accuracy of third-party pricing and accepts no liability for cost variations.

6.4 Client responsibility

The client is responsible for:

- Providing accurate and complete information about their existing systems, processes, and requirements
- Ensuring appropriate internal resources are available to support implementation
- All procurement decisions and contractual arrangements with third-party vendors
- Data backup and continuity planning prior to any systems changes

7. Intellectual property

All templates, frameworks, methodologies, and proprietary processes developed by Solara Consulting Services remain the intellectual property of Solara Consulting Services unless otherwise agreed in writing. Deliverables prepared specifically for a client engagement are licensed to the client for their internal use upon receipt of full payment.

8. Confidentiality

Both parties agree to keep confidential all information shared in the course of an engagement that is not publicly available. Solara Consulting Services will not disclose client information to third parties except where required by law, or with the client's written consent. Client data will

be handled in accordance with the Privacy Act 1988 (Cth) and Solara Consulting Services' Privacy Policy.

9. Limitation of liability

To the maximum extent permitted by law, Solara Consulting Services' total liability to a client for any claim arising out of or in connection with services provided under these Terms shall not exceed the total fees paid by the client for the specific engagement giving rise to the claim. Solara Consulting Services is not liable for any indirect, consequential, incidental, special, or punitive loss or damage, including but not limited to loss of profit, loss of revenue, loss of data, or loss of business opportunity, howsoever arising.

Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition implied or imposed by the Australian Consumer Law that cannot lawfully be excluded or limited.

10. Termination

Either party may terminate an engagement by providing written notice. Upon termination:

- The client is liable for all fees for work completed up to the date of termination
- Solara Consulting Services will provide all completed deliverables upon receipt of payment for work performed
- Any confidentiality obligations survive termination

11. Dispute resolution

In the event of a dispute, the parties agree to first attempt resolution through good faith negotiation. If the dispute cannot be resolved within 15 days of written notice, either party may refer the matter to mediation through the Queensland Law Society or a mutually agreed mediator before commencing legal proceedings.

12. Governing law and jurisdiction

These Terms are governed by the laws of Queensland and the Commonwealth of Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

13. Amendments to these terms

Solara Consulting Services reserves the right to update these Terms at any time. Updated Terms will be published on the Solara Consulting Services website and will apply to all engagements entered into after the date of publication. Continued engagement with Solara Consulting Services after an update constitutes acceptance of the revised Terms.