Recruitment + HR Services - Terms & Conditions

Parties

The individual, business or entity purchasing Services from Emerald HQ, as identified by the details provided at the time of purchase (**Client**)

and

The Hiring & Leadership Partner set out in the Schedule below (the **Hiring & Leadership Partner**)

Background

A. The Client engages the Hiring & Leadership Partner to provide the Services upon the terms and conditions set out in this Agreement.

B. The Hiring & Leadership Partner accepts the engagement for the Services.

C. By accepting these Terms & Conditions and completing the purchase, the Client agrees to be bound by this Agreement.

Schedule

Client Details	
Client	The individual, business or entity purchasing Services from Emerald HQ, as identified by the details provided at the time of purchase (Client)
Hiring & Leadership Partner Details	
Name and Address	Ashleigh (Ash) Battye of Leda WA 6170
Representative / Key Person	Ash Battye
The permitted sub-contractor/s that the Hiring & Leadership Partner may engage	There are currently 5 contractors and subcontractors on the Emerald HQ team
Phone number	0405 552 828
Email address	hello@emeraldhq.com.au
Services	
Description of Services	The recruitment or HR related service selected and purchased by the Client, including the inclusions and deliverables outlined in the relevant service description at the time of purchase.
Timeline for delivery of services	The timeline as agreed at the time of providing the instructions or otherwise within a reasonable time.
Price & Payment Terms	Payment is required prior to commencement of work, and is in line with pricing of tiers that has been quoted to you at the time of this engagement.

	Pricing is current at the time of purchase, and can be subject to increase with notice. This initial price is valid for a period of 30 days only; should work not commence within 30 days of the agreement being signed, the work may be re-quoted to align with updated pricing, except where otherwise advertised.
Equipment Details	
Equipment details – Owned by the Client	The Client will provide access to any relevant systems and accounts.
Equipment details – Owned by the Hiring & Leadership Partner	The Hiring & Leadership Partner will provide their own computer and phone.
Communication Methods	
How the parties will communicate	Email Phone
Agreement Dates	
Start Date	The date on which the Client accepts these Terms & Conditions and completes the purchase.
End Date	When the Services have been completed or this Agreement is otherwise terminated by either party in accordance with the terms of this Agreement.

Terms of Agreement

1. The Agreement

1.1 This Agreement commences on **the date as outlined in the Agreement Dates in the schedule above,** and ends when the parties terminate it in accordance with clauses 12.1 or 12.2.

1.2 The Hiring & Leadership Partner agrees to perform the Services for the Client at the Price set out in the Schedule.

1.3 The Client agrees to accept the Services on the basis set out in this Agreement.

1.4 By accepting these Terms & Conditions and completing the purchase of the Services, the Client acknowledges that they have read, understood and agreed to be bound by this Agreement. Where the individual completing the purchase is acting on behalf of a business or other entity, they confirm that they have the authority to enter into this Agreement on behalf of that business or entity.

2. What the Hiring & Leadership Partner Must Do

2.1 The Hiring & Leadership Partner must:

(a) Comply with the Agreement and the Timeline for Delivery of Services in the Schedule;

(b) Comply with any reasonable technical directions given by the Client during the term of this Agreement;

(c) Perform their Services under this Agreement to the best of the Hiring & Leadership Partner's knowledge and abilities in a professional, efficient and safe manner without negligence;

(d) Ensure that they have sufficient resources to perform their obligations under this Agreement;

(e) Ensure that the Key Person or Key People perform the Services in compliance with this Agreement;

(f) Comply with all applicable standards, awards, laws and regulations;

(g) Notify the Client at the first available opportunity if any Key Person or Key People are unable to perform the Services during the term of the Agreement;

(h) Subject to the Client's agreement, replace a Key Person or Key People unable to perform Services with persons approved by the Client; and

(i) Provide all of the Hiring & Leadership Partner's Equipment necessary to provide the Services at their own expense unless otherwise agreed in writing with the Client.

2.2 The Hiring & Leadership Partner must also provide the Client with a Tax Invoice at agreed times throughout the term for the Price that:

(a) Complies with any requirements from the Australian Taxation Office;

(b) Includes the Hiring & Leadership Partner's Australian Business Number (ABN);

(c) Includes an itemised list of the Services billed by the Hiring & Leadership Partner under that invoice; and

(d) Includes a list of expenses claimed by the Hiring & Leadership Partner, noting that such expenses should be pre-agreed between the parties and evidence of receipts provided before the Client will agree to pay them.

3. **What the Client Must Do**

3.1 The Client must:

(a) Allow the Hiring & Leadership Partner to access the Client's head office and IT Systems during normal working hours or extended hours as agreed to supply the Services where applicable; and

(b) Promptly provide the Hiring & Leadership Partner with all information in the Client's possession or control that the Hiring & Leadership Partner reasonably requires to supply the Services.

4. **Relationship Between the Parties**

4.1 The Hiring & Leadership Partner acknowledges that it will supply the Services as an independent contractor.

4.2 Nothing in this Agreement gives rise to any relationship of employer and employee, agency, partnership or otherwise between the parties.

5. **Records**

5.1 The Hiring & Leadership Partner must keep adequate records in sufficient detail to enable their compliance with this Agreement to be verified records and permit the Client to inspect the records upon reasonable notice at reasonable times to verify the cost of the Services as set out in the Schedule.

6. **Price, Payment and Refunds**

6.1 The Schedule sets out what and when the Client must pay the Hiring & Leadership Partner. The Price payable by the Client is the Price displayed and agreed to at the time of purchase.

6.2 The price agreed to at the time of purchase is valid for a period of 30 days only. Should work not commence during that 30 day window, the work may need to be re-quoted, and any gaps paid prior to work commencing.

6.3 The Price is exclusive of GST unless otherwise specified by the Hiring & Leadership Partner.

6.4 The Hiring & Leadership Partner is responsible for the payment of all taxes, fees, charges and other imposts that apply to them with respect to the Services and indemnifies the Client against any taxes, fees, charges and other imposts, excluding income tax, payable by the Client.

6.5 The Client must pay each invoice issued in accordance with the timeline set out in the Schedule to this Agreement after its receipt.

6.6 Payment of all invoices is required within 7 days of issuance of the invoice, and full payment in line with the payment terms in the Schedule is required to be received before any work commences.

6.7 Should payment not be received within 7 days of issuance of the invoice, a late payment fee totaling 20% of the final invoice and including the deposit may be charged. Late payment charges will be added every 7 days (or part thereof), until the final payment invoice is paid. Any

legal or administrative fees incurred in recovering late payment from the client will be passed onto the client for payment.

6.8 Cancellations and change of mind refunds will only be provided before any work commences. Once payment has been received and work has commenced, no refunds will be provided. Should you change your mind after payment, the cost of your service can be placed on hold and used towards another service within a 3 month period, where the work will be requoted and there may be additional fees. After a 3 month period, if no work has commenced, the service fee will be forfeited and not refunded.

7. GST

7.1 Unless otherwise stated, the Price is inclusive of all Taxes other than GST. If any supply under this Agreement is a Taxable Supply, then the party making the supply may, at the same time that an invoice is rendered for the agreed consideration for the Taxable Supply, recover the amount of GST payable on that Taxable Supply, subject to the issue of a Tax Invoice.

8. Access to IT Systems

8.1 Without limiting the generality of clauses 8.2 and 8.3, the Client may provide the Hiring & Leadership Partner and their Key Person or Key People with access to and use of their IT Systems to enable the Hiring & Leadership Partner to provide the Services.

8.2 If the Hiring & Leadership Partner is granted access and use of the IT Systems with respect to clause 8.1, the Hiring & Leadership Partner must ensure that they and their Key Person or Key People:

(a) Only access the part of the IT Systems which they are authorised to access;

(b) Only do so to perform their obligations under this Agreement;

(c) Do not use the IT Systems for unlawful activity or to send or transmit any information that is obscene, indecent, uses offensive language, defames or offends any person;

(d) Do not knowingly or recklessly transmit any computer virus to the IT Systems;

(e) Do not remove any antivirus or other software;

(f) Do not tamper with the IT Systems or make unauthorised modifications to it; and

(g) Do not delegate the use of the IT Systems for the use of any unauthorised third party.

8.3 In seeking access to the IT Systems, the Hiring & Leadership Partner and the Key Person or Key People agrees:

(a) To comply with any computer and internet use policies provided to them by the Client;

(b) Note that the Client is entitled to monitor their usage of the IT Systems at the Client's discretion; and

(c) If the Client provides a password or passwords for the access of IT systems or third party platforms, to return and/ or destroy those passwords at the termination of this Agreement.

9. Intellectual Property Rights

9.1 The Client does not claim ownership of anything of the Hiring & Leadership Partner that is not developed, created or generated specifically for the Client.

10. **Warranties, Indemnities and Insurances**

10.1 The Hiring & Leadership Partner warrants that:

(a) in supplying the Services, they will not infringe the intellectual property rights of any person; and

(b) All Services will be supplied with due care and skill.

10.2 The Client warrants that:

(a) In supplying the Hiring & Leadership Partner with instructions and material to use in the Services, they will not infringe the intellectual property rights of any person; and

(b) They will provide the Hiring & Leadership Partner with timely and reasonable instructions.

10.3 Each Party indemnifies the other against, losses and damages suffered by the Client as a result of any breach of a warranty in clause 10.1 and 10.2 respectively.

11. **Confidentiality**

11.1 Each party:

(a) May use Confidential Information of the other party solely for the purposes of this Agreement;

(b) Except as permitted under this clause, must keep confidential all Confidential Information of the other party; and

(c) May only disclose Confidential Information of the other party only to persons who are aware and agree that the Confidential Information of the other party must be kept confidential, who have a need to know (and only to the extent that each has a need to know), or have been specifically approved by the other party or as required by law or stock exchange regulation.

11.2 If required by the Client, the Hiring & Leadership Partner will require each of their employees and any sub-contractors to enter into an agreement with the Client containing confidentiality obligations the same as those in this clause.

11.3 The Hiring & Leadership Partner may share non-specific information about the client and the contracted work for the purpose of marketing, but will not disclose the business name or representative of the Client without express consent via email, review or testimonial.

12. **Termination and Pauses**

12.1 This Agreement terminates if:

(a) The Hiring & Leadership Partner has finished supplying the Services in accordance with this Agreement (the Client will give the Hiring & Leadership Partner notice in writing when this happens);

(b) Either party gives at least 2 weeks' notice to the other party of a date that they want this Agreement to terminate; or

(c) This Agreement is terminated immediately in accordance with clause 12.2.

12.2 A party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) The other party breaches a material term of this Agreement that is not capable of remedy;

(b) The other party breaches a material term of this Agreement that is capable of remedy but is not remedied within 28 after receiving a notice requiring them to do so;

(c) The other party enters into liquidation or insolvency (being a company) or bankruptcy (being an individual); or

(d) An Insolvency Event occurs in relation to the other party.

12.3 A party may pause this Agreement with 2 weeks' notice during periods of leave, illness or other extenuating circumstances.

(a) This pause may be for up to 30 days.

(b) The pause will need to be discussed in advance and will need to be agreed from both sides to ensure delivery of agreed outcomes and no impact to the success of the project and work together.

(c) Should the pause impact the success of the project and result in loss of candidates in the middle of a recruitment process, The Hiring and Leadership Partner is not responsible or liable for costs of readvertising, and will requote to undertake the rework to gain new candidates.

(d) If the pause extends past 30 days, the work may need to be re-quoted, and any gaps may need to be paid before work recommences.

13. After Termination

13.1 On termination, each party must return to the other party all Confidential Information of that other party in material form (including without limitation, those parts of all notes or records containing Confidential Information of the other party) in that party's possession or control.

13.2 At any time after the termination of this Agreement, a party must not:

(a) Use or disclose to any person any Confidential Information of the other party;

(b) Record any Confidential information of the other party; or

(c) Sell or otherwise transfer any Confidential Information of the other party.

13.3 Clauses 3, 6-7 inclusive, 10-11 inclusive and 13.1-13.2 inclusive continue to apply after termination.

14. Limitation of Liability

14.1 Neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party arising out of or in connection with this Agreement, whether arising under contract law, tort law (including negligence) or otherwise.

14.2 To the maximum extent permitted by Law, the Client's maximum aggregate liability to the Hiring & Leadership Partner arising out of or in connection with this Agreement is limited to the total amount of the Price paid under this Agreement.

15. **Subcontracting**

15.1 The Hiring & Leadership Partner may subcontract the performance of any of their obligations under this Agreement to any person (other than any person specified in the Schedule as a permitted sub-contractor) with written notice to the Client.

16. **How to Deal with Service Problems**

16.1 The Hiring & Leadership Partner must notify the Client immediately after becoming aware of anything that is likely to or will result in a material delay in or failure to perform any Services, specifying at least:

(a) The nature of the delay or problem;

(b) The cause of the delay or problem;

(c) The steps being taken to minimise the impact of the delay or problem; and

(d) Whether or not the problem is caused by something outside the Hiring & Leadership Partner's reasonable control.

16.2 The Hiring & Leadership Partner must:

(a) Keep the Client informed of how they plan to work around the problem and progress made in that regard; and

(b) Comply with all reasonable requests made by the Client to prevent, or minimise the impact of, the delay or failure.

17. **Assignment**

17.1 The Hiring & Leadership Partner must not assign this Agreement or any right under this Agreement without the Client's written consent.

18. **Notices**

18.1 A party that is required to notify the other party or give a notice to the other party under this Agreement must provide a notice which is:

(a) In writing;

(b) Addressed to the address of the other party specified in the Schedule; and

(c) Left at or sent by post or email to the addresses specified in the Schedule.

19. **How Can the Parties vary This Agreement?**

19.1 If the parties want to vary this Agreement (including varying the Services in the Schedule), they must do so in writing and with the express agreement of both parties. Such agreement may be provided electronically, including by email or by a document signed by both parties.

20. **Entire Agreement**

20.1 This Agreement contains the entire agreement between the parties and will take priority over all previous agreements, negotiations, understandings, representations, warranties and commitments.

21. What Law Governs This Agreement?

21.1 The laws of the State in which the Hiring & Leadership Partner resides govern this Agreement.

22. Definitions

22.1 In this Agreement:

(a) **Agreement** means this Hiring & Leadership Partner Services Agreement/Terms and Conditions.

(b) **Agreement value** means the total amount payable by the Client to the Hiring & Leadership Partner under this Agreement assuming the Hiring & Leadership Partner supplies, in accordance with this Agreement, all Services they are required to supply to the Client under this Agreement.

(c) **Claim** means a claim, action, demand, damage, loss, liability, cost, charge, expense (including legal costs on a full indemnity basis), outgoing, fine or payment.

(d) **Client** means the individual, business or entity purchasing the Services from the Hiring & Leadership Partner, as identified by the details provided at the time of purchase.

(e) **Confidential Information** of a party means information of a confidential nature including information about their business, operations, strategy, technology, customers, affairs, employees, the Hiring & Leadership Partner, suppliers or clients, but does not include any information that is in the public domain, other than through a breach of confidence.

(f) **Consequential Loss** means any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity.

(g) **Dispute** means a dispute arising out of or relating to this Agreement, including without limitation, a dispute about the breach, termination, validity, or subject matter of this Agreement, or a claim in equity or in tort relating to the performance or nonperformance of this Agreement.

(h) **Equipment** means any equipment or materials specified in the Schedule.

(i) **GST** means a goods and services tax, or a similar Hiring value added tax, levied or imposed under the GST Law.

(j) **GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

(k) **Insolvency Event** means the occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.

(l) **IT Systems** means the Client's information technology systems, including any development, test and production environments operated by the Client within their business.

(m) **Key Person/ Key People** means the Key Person/ Key People specified in the Schedule.

(n) **Price** means the price of the Services displayed and agreed to by the Client at the time of purchase, as specified in the Schedule.

(o) **Services** means the Services set out in the Schedule and include all things, materials, deliverables, documents, and information, items developed by or on behalf of the Hiring & Leadership Partner or their employees or sub-contractors of or in the connection with the supply of the Services. Services includes electronic form and encompasses all software, inventions, designs, logos, artworks, advices, proposals, models, drawing, plans and the like.

(p) **Start Date** means the date on which the Client accepts these Terms & Conditions and completes the purchase, as specified in the Schedule.

(q) **Tax Invoice** has the meaning given in the GST Law.

(r) **Taxable Supply** has the meaning given in the GST Law.

(s) **Hiring & Leadership Partner** means the Hiring & Leadership Partner and any Key Person / Key People or sub-contractors employed by the Hiring & Leadership Partner.

Acceptance of Agreement

By selecting the acceptance checkbox and completing the purchase of the Services, the Client acknowledges that they have read, understood and agreed to be bound by this Agreement, including the Schedule and all Terms & Conditions contained within it.

Where an individual completes the purchase on behalf of a business or other entity, they confirm that they have the authority to enter into this Agreement on behalf of that business or entity.

Electronic acceptance of this Agreement constitutes acceptance by the Client without the requirement for a physical signature.

The date of acceptance will be recorded electronically at the time of purchase.