

Your Engagement with HR for Health Leaders

Thankyou for choosing HR for Health leaders to assist you with your human resources needs.

We look forward to working with you and believe it is important that we outline what you can expect when dealing with us. As a Human Resources Consultant our scope is relating to the employer/employee relationship.

As a professional member of the Australian Human Resource Institute (AHRI) our conduct is governed by a Code of Ethics & Professional Conduct. The Code outlines that members:

- Maintain high standards of competence when providing advice, guidance and information to clients
- Act lawfully and not provide advice that would knowingly encourage or assist unlawful conduct by a client
- Act with integrity and will not promote self-interest or allow personal interests to undermine objectivity, accuracy or independence
- Act honestly, objectively and truthfully without knowingly misleading their clients
- Contribute to and encourage clients to improve their organisational capability including the development of their employees for present and future organisational needs

Terms & Conditions of Engagement

We will treat the enclosed terms and conditions as the basis of our ongoing relationship. Please read these Terms carefully and contact us if you have any questions.

1. TERMS & CONDITIONS

- 1.1. These Terms and Conditions (Terms) are between Alegria HR Consulting Pty Ltd (ABN 69 660 070 253), Trading as HR for Health Leaders, its successors and assignees (referred to as “HR for Health Leaders”, “we”, “us”, “our” or “consultant”) and the Client described in the Proposal (referred to as “you” or “your”), and collectively the Parties.
- 1.2. These terms and conditions are to be read together with any services agreement or other formal written agreements between the parties. These documents together form our entire agreement.
- 1.3. These terms and conditions will become binding once you accept an email or proposal for ad hoc services, agree to proceed with any service or make any payment for services.
- 1.4. Purchasing Services from us indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms, and that you are 18 years or older, or have the consent of a legal guardian who is 18 years or older.
- 1.5. If you do not agree to these Terms, you should not purchase from us.

2. SERVICES PROVIDED

- 2.1. Services to be provided will be human resources and management consulting tasks which could include a range of activities such as:
 - a. Access to content such as webinars or masterclasses
 - b. Access to template documentation and fact sheets
 - c. Advice on Award interpretation and pay rates
 - d. Provision of Employment Contracts
 - e. Drafting of Letters and other correspondence to employees
 - f. Review of, and advice on, existing documentation
 - g. Verbal and/or written advice by means such as via phone, video conferencing or email
 - h. Reviews of wage costs and profitability
 - i. Assistance with recruitment activities
 - j. Compliance audits
 - k. Performance management assistance
 - l. Termination advice & assistance
 - m. Advocacy for Fair Work Commission cases
 - n. Audits for Fair Work Ombudsman compliance cases
 - o. Advocacy for WA Industrial Relations Commission cases
- 2.2. We may provide the Services to you using our employees, contractors and third-party providers, and they are included in these Terms.
- 2.3. We will advise you of any services that sit outside of our scope, and for any other matters that we advise as being beyond our sphere of expertise, we may refer you to other relevant professionals.
- 2.4. For all HR programs and services, we make no guarantee on time for delivery.

3. LEGAL ADVICE

- 3.1. Our Services do not constitute legal advice
- 3.2. We may liaise with a Lawyer for legal advice on complex situations.
- 3.3. Where we suggest that legal advice from a Lawyer is recommended, we will discuss this with you including any associated costs that may be incurred before any engagement is commenced.

4. THIRD PARTY SERVICES

- 4.1. Third parties who are not our employees or our direct contractors (Third Parties) will be your responsibility. We are not responsible for the services provided by Third Parties.

- 4.2. If we make any third party recommendations including but not limited to third party products, programs or services ('third party services'), it is because to the best of our knowledge, they are quality products or professional service providers. You must complete your own due diligence.
- 4.3. We will not be liable or responsible for your use of third party services, or loss or damages you or any other person suffers due to the use of the third party services.

5. FEES

- 5.1. We may quote a fixed fee, monthly retainer fee or provide a variable cost estimate. We will provide you with the details for your acceptance before any work will be undertaken. Where you contact us for advice via phone or email, we will invoice you accordingly if this is outside of a Retainer Package or Fixed Fee project.
- 5.2. We utilise a management system to record time spent on your Retainer Package or for projects on a Variable Cost Estimate basis. Tasks that we will record include, but are not limited to, telephone conversations, correspondence, research, drafting and amending documentation, and preparation for meetings and other activities.
- 5.3. All of our services are provided remotely. For Perth based clients, we may agree to provide services in person. Where travel distance exceeds 10km from our offices, travel will be charged on top of fees at the rate set by the ATO; which is 0.88c per km in 2024/25.
- 5.4. Our fee schedules, pricing structure, payment methods and these Terms may be amended from time to time at our discretion. The pricing changes will apply to you for Services provided to you after the date of the change. All other changes will apply from the date that the amended or new Terms are posted on our Site or are provided to you, whichever is earlier.
- 5.5. Where you have accepted a proposal relating to a Retainer Package, those fees will apply for the duration of the contract until renegotiated with you.

Retainer Packages

- 5.6. By accepting a Retainer Package you agree to pay us the Ongoing Fees for the Services that you have requested, as set out in the package selected, in the proposal provided, or as agreed to verbally or in writing.
- 5.7. You agree to pay the full and complete amount as agreed over the contract period.
- 5.8. Where additional services are requested that fall outside of the Retainer Package; we will discuss additional Fixed Fees or Variable Cost Estimates as outlined before commencing such work.
- 5.9. Prior to the conclusion of your Retainer Package, we will meet to review your ongoing HR needs. A new proposal will be provided for your acceptance.

Fixed Fees

- 5.10. Some projects may be quoted and charged to you on a fixed fee basis. Usually fixed fees apply for access to webinars and masterclasses or similar, standard document preparation including contracts or phone consults.

Variable Cost Estimates

- 5.11. Depending on the nature of the work, we may charge fees based on the time spent undertaking the project.
- 5.12. We will provide you with an estimated cost for your project based on the information available to us at the time of providing the estimate. It is an estimate only and not a fixed price quote. We will advise you as soon as possible if we foresee changes to the cost estimate.
- 5.13. The major variables that will affect our estimates are changes in the scope of the project, changes to your original request, the number and duration of meetings needed to finalise the matter and any complexities arising during the project.
- 5.14. Fees payable by you for our services shall be charged on the time spent undertaking the project.

6. YOUR OBLIGATIONS

- 6.1. In order for us to provide you the Services, we require you to provide us access to your internal business records, including but not limited to:
 - a. your payroll data;
 - b. personal information on your employees, including personal contact details, date of birth, banking details and details of their place of residence;
 - c. your internal policies and procedures;
 - d. your internal information on employees including performance and leave records;
 - e. logins and passwords in order to access any information; and
 - f. any other information as required from time to time to enable us to provide the Services.
- 6.2. From time to time, and dependent upon what services are being provided to you, we may contact your employees directly and obtain information from them. You agree to use your reasonable endeavours to ensure your employees cooperate with these requests and acknowledge provision of the Services are dependent upon such cooperation.
- 6.3. You must disclose to us all circumstances which are relevant to the project we are working on which might otherwise affect the services, advice and guidance we provide.
- 6.4. While we may seek clarification on matters where we need to do so, we will not necessarily audit the information you provide us.
- 6.5. When providing advice, we will assume that you are providing us truthful and accurate information. Providing us with false or misleading information may lead you to breaching employment legislation which can lead to penalties.
- 6.6. You are responsible for proofing and approving all policies and procedures, master documents including contracts and employment agreements, strategy document and project plans drafted by us for your business. Upon approval from you, any subsequent errors in publishing are not our responsibility.

7. YOUR WARRANTIES

- 7.1. You warrant that you will not canvass, employ, induce or attempt to employ, induce, solicit or entice away from us, any employee or contractor that was employed by or contracted to us during the term that we provide Services to you or the prior twelve (12) month period.
- 7.2. You warrant that throughout the term of these Terms that:
 - a. there are no legal restrictions preventing you from agreeing to these Terms;
 - b. you will cooperate with us and provide us with information, including the Records, that are reasonably necessary to enable us to perform the Services as requested by us from time to time, and comply with these requests in a timely manner;
 - c. the information, including the Records, you provide to us is true, correct and complete;
 - d. you will not infringe any third party rights in working with us and receiving the Services including by providing us access to and use of the Records;
 - e. you will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that we and you will use all reasonable efforts to resolve your concerns;
 - f. you are responsible for obtaining any consents, licences and permissions from other parties necessary for the Services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions. This includes any consents, licences and permissions from other parties necessary for us to access and use the Records;
 - g. you consent to the use of your name and Intellectual Property in relation to the Services in a way which may identify you;
 - h. if applicable, you hold a valid ABN which has been advised to us; and
 - i. if applicable, you are registered for GST purposes.

8. LIABILITY

- 8.1. You shall not be obliged to act on any information, suggestion, advice or guidance given by us as part of our services.
- 8.2. Guidance is provided in good faith and is believed to be accurate, appropriate and reliable at the time provided, but is provided without any warranty.
- 8.3. Award advice is provided based on current interpretations of relevant Awards. Award updates are regularly published and therefore our advice may change over time with reference to changes within relevant Awards.
- 8.4. To the extent permitted by law, we are not liable for your reliance on guidance provided by us.

9. INDEMNITY

- 9.1. You are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
 - a. any information that is not accurate, up to date or complete or is misleading or a misrepresentation;
 - b. any breach of these Terms including your Warranties; and
 - c. any misuse of the Services from or by you, your employees, contractors or
 - d. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- 9.2. The obligations under this clause will survive termination of these Terms.
- 9.3. Force Majeure: We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control.
- 9.4. Waiver: If we fail to exercise a power, right or remedy under this Agreement, it does not operate as a waiver of that power, right or remedy. No waiver is effective unless it is in writing.

10. CONFIDENTIALITY

- 10.1. We will not disclose confidential information provided by you to any third parties without your consent, except as required by law or to third party advisers who will be bound by confidentiality.
- 10.2. Both parties agree to keep confidential the contents of this agreement and fees quoted or charged by us for our services.
- 10.3. Both parties will keep in strict confidence all and any information of a confidential nature, which are obtained in connection with the Services. This clause shall not apply in relation to any information that is already available in the public domain, other than as a result of a breach of this clause by any party.

11. INTELLECTUAL PROPERTY

- 11.1. Services may include us providing you with information, interpretation, on-line training videos, manuals, checklists, documents, employment contracts, letters and other materials ("Content"). We own all copyright and intellectual property rights in the Content.
- 11.2. Editable files may be supplied to you upon request and full payment by you at our discretion. These are provided only for the express purpose of the Services, are for business use only, and must not be disclosed, provided to, or used by any other party, except with our written consent. We have a right to refuse providing editable files.

- 11.3. You must not sell, publish, reproduce, distribute or share the Content with any person by any means without my prior permission. You are prohibited from using my materials to develop your own program or training for sale or giving away to others.
- 11.4. You agree to indemnify us against any loss, claim, action, expense or damage of any kind that we suffer as a result of your breach of this licence.
- 11.5. When we run live events, including webinars or similar, those events may be recorded and replays made available. When participating in these events you may be recorded on audio, video or by way of photograph. You agree that the recording may contain your “likeness”, which includes, but is not limited to, your voice and any of your actions, image, likeness, name, appearance and biographical material. You agree that my business will be the exclusive owner of any recording and we may use the recording for commercial purposes and may edit, publish, create derivative works from, reproduce, distribute or sell the recording or any part of it and in print, electronic, or other known or unknown format, as we see fit. You will not be paid and you release me from any expense, loss or liability arising out of the use of your likeness.

12. INVOICING & PAYMENT TERMS

- 12.1. You agree to pay the fees in full and on time whether or not you use or access all components of the services purchased and provided.
- 12.2. Where you purchase services via online links, you will be required to make payment upfront (whether in part or in full depending on payment options) as part of that process. If you are paying by instalments, the instalments will be due as per the payment option selected until paid in full.
- 12.3. Where services have not been paid upfront, invoices may be issued upon completion of projects or progressively during projects depending on the size of the project. Invoices will be payable within 7 days of issue. Late payment fees apply of \$20.00 per day and will be added to the invoice for each day the invoice is overdue.
- 12.4. We reserve the right to suspend our services if there is an outstanding invoice of more than 7 days.
- 12.5. Any debts beyond 30 days, unless a prior agreement has been entered into, will be referred to a debt collection agency and any costs associated in recovering such debts will be passed onto you to the extent permissible under relevant legislation.

13. FEEDBACK AND DISPUTE RESOLUTION

- 13.1. Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact us.
- 13.2. If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:

- a. The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (Initial Meeting).
 - b. If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Western Australia to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.
- 13.3. Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

14. TERMINATION

- 14.1. Either Party may terminate these Terms in writing:
- c. by mutual agreement; or
 - d. at the conclusion of the term of the Retainer Package; or
 - e. if there has been a material breach of these Terms, subject to following the dispute resolution process.
- 14.2. Either Party may terminate these Terms, if there has been a material breach of these Terms, subject to following the dispute resolution
- 14.3. Either party may terminate these Terms immediately, at our sole discretion, if:
- a. Either party considers that a request for the Service is inappropriate, improper or unlawful;
 - b. Client fails to provide the other with clear or timely instructions to enable them to provide the Services (including by failing to provide access to and use of Records);
 - c. That the working relationship has broken down including a loss of confidence and trust, should this be the case any outstanding fees including those that would have been due and payable upon completion of the service will still be due and payable, even if the service is incomplete.
 - d. If any fee remains unpaid for more than fifteen (15) business days
- 14.4. On termination of these Terms you agree that any payments made by you are not refundable. Any outstanding hours on a Retainer Package that have not been utilised must be used before the end of the contract term; any unutilised hours will be forfeited.
- 14.5. If you terminate these Terms you must pay for all Services provided prior to termination, including any Services which have been performed and have not yet been paid for at the specified rate. This includes where you have exceeded the prepaid hours associated with your Retainer Package.

- 14.6. On termination of these Terms you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and Intellectual
- 14.7. On termination of these Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information, Intellectual Property, Records, any personal information on your employees, and/or documents containing or relating to your Confidential Information and Intellectual Property, Records, and personal information on your employees.
- 14.8. On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements.

15. MISCELLANEOUS

- 15.1. This agreement shall be governed by, and construed in accordance with, Western Australian law.
- 15.2. If a provision of this agreement is determined by a court or other competent authority to be unlawful and/or unenforceable the other provisions will continue in effect.
- 15.3. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted and the rest of the provision will continue in effect.