



Terms and Conditions - for Webstie

We Look Forward to Working With You!

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

We will treat the enclosed terms and conditions as the basis of our ongoing relationship.

Terms & Conditions of Engagement

1. TERMS & CONDITIONS

These are the terms and conditions that apply to consulting services offered by Alegria HR Consulting Pty Ltd (ABN 69 660 070 253), Trading as HR for Health Leaders (referred to as “HR for Health Leaders”, “us”, “we”, “our”, “consultant”).

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.

These terms and conditions will become binding once you agree to proceed with any service or make any payment for services.

2. SERVICES PROVIDED

2.1 Services to be provided will be human resources and management consulting tasks agreed to on a project by project basis. A project may 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. Advice on any other matters, via phone, Voxer coaching or email
- h. Compliance audits
- i. Performance management assistance
- j. Termination advice & assistance
- k. Verbal and/or Written advice
- l. Advocacy for Fair Work Commission cases
- m. Audits for Fair Work Ombudsman compliance cases
- n. Advocacy for WA Industrial Relations Commission cases

2.2 We may utilise different employees and/or contractors and third parties to carry out our engagement with you from time to time.

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.

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. LIABILITY

4.1 You shall not be obliged to act on any information, suggestion, advice or guidance given by us as part of our services.

4.2 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.

4.3 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.

4.4 To the extent permitted by law, we are not liable for your reliance on guidance provided by us.

5. YOUR OBLIGATIONS

5.1 It is your responsibility to make all relevant information available for us in a complete and timely manner.

5.2 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.

5.3 While we may seek clarification on matters where we need to do so, we will not necessarily audit the information you provide us.

5.4 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. CONFIDENTIALITY

6.1 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.

6.2 Both parties agree to keep confidential the contents of this agreement and fees quoted or charged by us for our services.

6.3 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.

7. INTELLECTUAL PROPERTY

7.1 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.

7.2 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.

7.3 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.

7.4 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 I 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 I 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.

8. FEES

8.1 Fees will be charged on a project basis.

8.2 We may quote you a fixed 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 instruct us to commence work we will take that as your acceptance of fees.

8.3 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, phone consults or Voxer coaching.

8.4 Depending on the nature of the work, we may charge fees based on the time spent undertaking the project.

a. 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 quote. We will advise you as soon as possible if we foresee changes to the cost estimate.

b. 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.

c. Fees payable by you for our services shall be charged on the time spent undertaking the project. We utilise a management system to record time spent on your projects. 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.

8.5 We reserve the right to review our fee schedules.

9. INVOICING & PAYMENT TERMS

9.1 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.

9.2 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 after the first instalment will be due the same day of each successive month until paid in full.

9.3 Where services have not been paid upfront, invoices may be issues upon completion of projects or progressively during projects depending on the size of the project. Invoices will be payable within 7 days of issue.

9.4 We reserve the right to suspend our services if there is an outstanding invoice of more than 30 days.

9.5 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.

10. REFUND POLICY

10.1 Where you purchase an employment contract no refunds will be issued after the contract is completed. Should your candidate withdraw their application prior to us having completed the contract, if you have already paid in full we will transfer the credit to a future contract.

10.2 When you purchase access to products such as downloadable resources, webinars or masterclasses you will receive instant access at the time of purchase, therefore no refunds will be provided.

10.3 Refunds will not be provided for completed 1:1 consulting services. If you cancel your appointment with at least 24 hours notice we are happy to reschedule, offer a credit or provide a refund if you no longer require a 1:1 consult.

11. THIRD PARTY SERVICES

11.1 If I 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 my knowledge, they are quality products or professional service providers. You must complete your own due diligence to protect yourself.

11.2 I 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.

12. MISCELLANEOUS

12.1 This agreement shall be governed by, and construed in accordance with, Western Australian law.

12.2 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.

12.3 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.