

1. Introduction

This document sets out the terms on which we accept instructions and charge for our services. Our aim is to provide you with a professional HR service which meets your requirements in a cost-effective manner.

If you instruct us to act for you, and we accept those instructions, we will issue you with our Terms of Engagement. These Terms should be read in conjunction with our Letter of Engagement.

2. Interpretation

In these terms:

“us/we/our”	means SJF Work Advice Pty Ltd (ACN: 638 800 969) (Also includes our employees, agents, representatives and 3rd party suppliers)
“you/your”	means the client; the person/company (including their employees, agents or assigns), who purchases and/or receives the service(s) from us
“services”	means the services, including any goods and materials, detailed in the engagement letter to be supplied by us to you
“engagement letter”	means our letter or other communication to you setting out the basis on which we will work with you
“Agreement”	means the Agreement between us and you which shall be deemed to incorporate these Terms and the terms on any individual engagement letter

3. Our Service

When you instruct us in a new matter, we will acknowledge your instructions and set out the services which we will provide. This acknowledgement (our “Letter of Engagement”) should be read in conjunction with these Terms of Engagement and together they constitute our “Agreement”.

If there is any inconsistency between the Letter of Engagement and these conditions, the letter will take precedence.

The Agreement will commence on the date you confirm the details of work contained in our Letter of Engagement.

4. Authority to Give Instructions

Unless we are acting for you personally you should tell us at the outset who is authorised to give us instructions. Unless we are advised to the contrary, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to give instructions to us. We will and can act on instructions given orally, or via electronic communication.

5. Our responsibilities

We will provide the services in accordance with your instructions. Unless otherwise specified in your instructions, all times, dates and prices are estimates only and may vary as a result of, for example, the level of changes requested by you.

6. Roles and Responsibilities for Your Work

You are responsible for:

- Ensuring any information you provide is complete and accurate
- Ensuring we have any required access to your premises and suitable space and facilities in which we can deliver the services at the dates and times agreed
- Being on time to any planned meetings or events
- Making any payments due to us in a timely manner

We are responsible for delivering the services with all reasonable skill and care, and in full compliance of relevant established professional standards.

SJF Work Advice Pty Ltd is not a firm of solicitors and its employees are not legal practitioners. However, SJF Work Advice is an industrial agent contained in the register of Industrial Agents as maintained by the Registrar of the Western Australian Industrial Relations Commission pursuant to s.112A of the *Industrial Relations Act 1979 (WA)* and as such holds professional indemnity insurance and is required to comply with Schedule 1 of the *Industrial Relations (Industrial Agents) Regulations 1997 (WA)*.

7. Access and Communication

We are contactable on working days between 08.00 and 18.00.

All telephone calls will be responded to as soon as possible and usually on the same day the call is received. All other correspondence will be responded to within 48 hours of receipt unless it is not practicable to do so.

All communication will be via electronic means unless you specifically request otherwise.

8. Fees

Our fees and charges will be calculated on the basis set out in our Letter of Engagement or as otherwise agreed with you.

We will maintain a record of the time spent on your matter.

Unless we agree otherwise, our charges are calculated by reference to the time spent on a matter.

Our charge rates are subject to review on an annual basis at the end of the financial year. If our charge rates are varied, we will notify you of the changes in writing and confirm the date the rates will take effect from.

Expenses and disbursements, such as but not limited to flight costs, accommodation, meals, hire of training rooms etc will be charged in addition to the above rate and will be charged at cost. All expenses will be agreed prior to being incurred.

All sums due will be subject to GST being applied, if applicable.

For the avoidance of doubt, unless otherwise provided in our Letter of Engagement, and except as otherwise provided herein, you shall pay any additional charges which are incurred as a result of:

1. additional work required or requested, including without limit, additional meetings, reviews, reports or any changes requested by you which are outside the scope of this Agreement; and/or,
2. delays caused by you or your 3rd party suppliers or matters otherwise outside our reasonable control.

9. Billing and Payment

Invoices are issued twice for fixed fee matters. The first invoice will be for 50% of the fixed fee and issued at the commencement of the project and the second invoice will be issued at the completion of the project.

For all other matters, invoices will be sent in the last week of each month for the work completed in that month.

Payment for the Services will be required within seven (7) days of the date of our invoice for invoices up to \$1,000 or fourteen (14) days for invoices above \$1,000.

Payment can be made by cash, cheque or direct bank transfer. Where payment is made by cheque the cheque should be made payable to SJF Work Advice Pty Ltd. Bank details for direct bank transfers can be made available on request.

Our invoices must be paid without any deduction or withholding on account of taxes or other charges.

If an invoice or part thereof remains outstanding after 14 days from the date of delivery, we reserve the right to charge interest and/or suspend work on all matters on which we are advising you and/or terminate our retainer. In addition, all our invoices will become immediately due and payable.

Any queries relating to an invoice must be received within 7 days from the date of the invoice. Until a query is resolved you remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.

You agree to be liable for all debt collection fees we pay for the recovery of any debt owed to us.

10. Electronic Communication

Our preferred method of communication is email. Unless you specifically request otherwise, we will correspond by means of electronic mail. Both parties agree to accept the risks of using electronic mail, including but not limited to the risks of viruses and unauthorised access.

We each agree to use reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free.

11. Confidential Information

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information").

Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information and shall not disclose such Confidential Information to any third party and shall not use any Confidential Information except as may be necessary to perform its obligations under this Agreement or as may be required by a court or governmental authority of competent jurisdiction.

Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party or is otherwise properly received by a third party without obligation of confidentiality.

Nothing in this clause shall restrict either party, subject to obtaining the permission of the other, from discussing the existence of this Agreement, the nature of the Services to be delivered under it or the nature of the relationship between the parties.

We will comply with the relevant privacy laws in storing and processing any personal information you provide to us.

12. Intellectual Property

You will have the full right and licence to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents, reports, written or electronic advice or other material provided by us to you remains with us. If you wish to use copies of these materials for purposes other than those for which they were prepared, you will require our written permission.

13. Papers, Documents and Electronic Communication

You agree that we may store documents and papers electronically.

It is important that you keep all documents that relate in any way to the matter in respect of which you have instructed us. This also includes but is not limited to electronic data such as emails.

At the conclusion of a matter we are entitled to retain all your papers and documents while there is money owing to us for our charges and expenses.

14. Termination of Instructions

You may terminate your instructions in writing to us at any time, however you remain liable for paying us for all work completed prior to you terminating our services.

15. Liability

Neither party shall be liable for any indirect or consequential losses or expenses, including but not limited to loss of or damage to anticipated profits, contracts, reputation, goodwill, labour costs or losses or expenses arising from 3rd party claims.

To the fullest extent permissible in law and except as expressly provided herein, We will not be liable by reason of breach of contract, negligence or otherwise for any loss of any kind occasioned to any person acting, omitting to act or refraining from acting in reliance on information, advice or recommendations supplied as part of the Services, whether in writing or verbally, or for any loss incurred as a result of our failure to ensure that any form or document generated from the Services is appropriate and complete in all respects for the purpose to which the form or document is to be used.

16. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

17. General

This Agreement represents the entire Agreement between the parties in respect of the Services and shall prevail over any conditions contained or referred to in any of your documents or otherwise.

If any part of this Agreement is found to be void or un-enforceable by any Court of competent jurisdiction, such part shall be severed from this Agreement, which will otherwise remain in full force and effect.

These Terms shall remain in force until altered in writing and signed by both parties. The failure by us at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

You may not assign this Agreement or any rights or obligations under it without our prior written consent.

Unless otherwise agreed and subject to the application of the then current prices, these Terms of Business shall apply to any future instructions given by you to us.

18. Legal status

The relationship between us shall be that of principal and independent self-employed contractor and not in any way that of employer and employee.

This Agreement is non-exclusive, either party being free to engage in any business of its choosing with any establishment of its selection. Nothing in this Agreement shall create a partnership or joint venture between us and save as expressly provided in this Agreement neither of us shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other.

19. Applicable Law

Our relationship with you will be governed by Western Australian law and will be subject to the exclusive jurisdiction of the Western Australian courts.

20. Acceptance of Terms

As confirmation that you would like us to proceed on the above basis and that you accept our terms of engagement, please sign and date a copy of this document and return it to us. This will mean that we have entered into an agreement as to fees which will be fixed and your rights to challenge the terms and charging rate will be restricted.

Alternatively, you may just continue to instruct as but if we do proceed with the matter you will be deemed to have accepted our terms and conditions as if you had countersigned and returned a copy of these terms of engagement, pending an express written termination of our instructions or our declining to act further.