

# Terms & Conditions

Website and client engagement terms

## 1. Application of These Terms

These Terms & Conditions apply to:

- use of the Lume Talent & Advisory website;
- all communications between Lume Talent & Advisory and clients or prospective clients (including email correspondence);
- all recruitment, HR advisory, consulting and people services provided by Lume Talent & Advisory;
- any proposal, quote, statement of work or engagement entered into unless expressly overridden in writing.

By engaging with Lume Talent & Advisory, requesting services, corresponding by email, or continuing an engagement after receipt of these Terms, you agree to be bound by them.

## 2. Services

Lume Talent & Advisory provides recruitment, HR advisory, people consulting, investigation support and related services.

Services are provided:

- based on information and instructions supplied by the client;
- as an independent contractor;
- with due care and skill in accordance with applicable Australian laws.

Nothing in this Agreement creates an employment, agency, partnership or joint venture relationship.

## 3. No Legal Advice

Lume Talent & Advisory does not provide legal advice.

Any guidance provided in relation to employment matters, investigations, termination, disciplinary processes or risk management is general in nature. Clients must obtain independent legal advice before taking action that affects employee or contractor rights.

## 4. Client Obligations

Clients must:

- provide accurate, complete and timely information;
- respond promptly to requests for instructions or clarification;
- ensure decisions remain the responsibility of the client.

Lume Talent & Advisory is not responsible for outcomes impacted by incomplete, inaccurate or withheld information.

## 5. Fees, Charges and Payment

Fees may be charged on a project, retained, staged or hourly basis as agreed.

Unless otherwise agreed:

- invoices are payable within 7 days;
- a minimum fee of \$350 + GST applies once work has commenced;
- ad hoc support is charged in minimum increments of one hour.

Late payments may attract interest, recovery costs and suspension of services.

## 6. Recruitment Services

Where recruitment services are provided:

- final hiring decisions rest solely with the client;
- candidate suitability, performance and retention are not guaranteed;
- no refunds apply once a candidate is engaged unless expressly agreed in writing.

Recruitment fees may be staged. Work completed up to the point of termination remains payable.

## 7. Variations and Additional Work

Additional or out-of-scope work will be quoted separately. Acceptance may be inferred by written confirmation or continued instruction.

## 8. Intellectual Property

All intellectual property, methodologies, frameworks, templates, reports and materials created or supplied by Lume Talent & Advisory remain its property unless otherwise agreed in writing.

Clients receive a non-transferable licence to use materials internally for their own business purposes only.

## 9. Confidentiality

Both parties agree to keep confidential information private, except where disclosure is required by law or regulators.

Lume Talent & Advisory may reference client engagements for marketing purposes unless confidentiality is expressly agreed otherwise.

## **10. Limitation of Liability**

To the maximum extent permitted by law:

- Lume Talent & Advisory is not liable for indirect, consequential or economic loss;
- liability is limited to the resupply of services or the amount paid for the relevant services.

Australian Consumer Law guarantees apply where relevant.

## **11. Termination**

Either party may terminate an engagement with written notice.

Lume Talent & Advisory may terminate immediately where a client:

- fails to pay overdue invoices;
- requires unlawful or unethical conduct;
- materially breaches these Terms.

Fees and outlays incurred up to termination remain payable.

## **12. Website Use**

Website content is provided for general information only. No reliance should be placed on website content as professional advice.

Unauthorised copying or commercial use of website content is prohibited.

## **13. Privacy**

Personal information is handled in accordance with the Privacy Act 1988 (Cth) and the Lume Talent & Advisory Privacy Policy.

## **14. Governing Law**

These Terms are governed by the laws of Queensland, Australia. Parties submit to the exclusive jurisdiction of Queensland courts.