



Terms of Business

Please take the time to read these terms and conditions. By engaging Martha Travis People Innovators to provide HR Consultancy Services, you are agreeing to these terms and conditions.

Definitions

Agreement means the written account (document, email, or other record), outlining the agreed scope of work and deliverables.

Service/s means any advice, meetings, facilitation, or knowledge sharing, as outlined in a written agreement.

Document/s means the written templates, forms, reports, or other written records provided in fulfilment of the scope of the work, as per the Agreement.

Client means the individual, company, corporation, officers, employees, or other authorised representative, who is party to the Agreement to obtain HR Consultancy services from Martha Travis | People Innovators.

We/Us refers to Martha Travis People Innovators or nominated representative engaged to deliver services under the written Agreement.

Advice

We have taken proper care and precautions to ensure that the information we provide as advice to assist the Client mitigate industrial and legal risk is accurate and appropriate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of any advice provided, where the Client has withheld information crucial to the provision of the advice; or if the Client does not follow the advice provided in its entirety.

If the Client becomes aware that information or actions may compromise the advice provided, they should immediately notify us, so that amended or additional advice can be provided; mitigating the liability for both parties. Additional costs may apply.

Documents

We have taken proper care and precautions to ensure that the information we provide as content in documents is appropriate and will not expose the client to any legal or industrial risk. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of any document provided, where the Client has withheld information crucial to the provision of the content; or if the Client amends the document to the degree that it significantly changes its meaning or application.



Copyrights and Intellectual property

We hold the copyright to the content provided as a part of the provision of Services, including all template files, methods, formulas, graphs, images, and formats. You must not use or replicate our copyright material for commercial purposes unless expressly agreed to by us in writing, in which case we may require you to sign a Licence Agreement.

The content of any new or contextualised documents, inventions, methods, or experiences arising from the fulfilment of the Services outlined in the Agreement, will be considered the intellectual property of both parties, unless otherwise agreed, and can be utilised, replicated, and used for commercial purposes by either, without prior consent from the other party.

Information Collection

Use of information you have provided us with, or that we have collected and retained relating to the Agreement to Services, is governed by our Privacy Policy. Our Privacy Policy can be found on our website – www.marthatravis.com.

Confidentiality

By entering into the Agreement to Services, each party agrees that it will not, without the written consent of the other party (which consent shall not be unreasonably withheld) disclose any personal or commercial information obtained through the fulfilment of the Agreement, to any third party; unless they are acting in a legal or financial capacity and the information is required in the fulfilment of their services.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes arising from the Agreement to Services are to be resolved by the courts having jurisdiction in New South Wales.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your state, territory or country of residence, or any other appropriate jurisdiction.

Payment Terms and invoice disputes

The schedule of fees, frequency of invoicing, and payment terms will be outlined in the Agreement.

Unless otherwise agreed in writing, payment for services is due within 14 days of the date of invoice.

Payments are to be made via electronic funds transfer

to: BSB: 637 000

Account: 725988370



Credit card payments are accepted via B2B Pay: <http://pay.b2bpay.com.au/MTRAVIS>. Fees apply for all credit card payments and are to be paid by the client.

We reserve the right to charge interest (up to 10%) on payments which have not been paid in accordance with the agreed terms.

If the client disputes the charges outlined on the invoice, notice of the nature and reason for the dispute must be made in writing to Martha Travis People Innovators, within the payment terms time period. If the client fails to do so, we reserve the right to enforce payment of the invoice, or withhold further services, until such time as the dispute has been resolved.

Only duly completed Services, in line with the scope of work outlined in the Agreement, or otherwise agreed in writing, will be invoiced and payable; unless agreement has been reached for payment in advance.

Formal Complaints

If either party has a formal complaint arising from the fulfilment of the Agreement to Services, a detailed account of the complaint, including names, dates, and circumstances, must be submitted to the other party, in writing, within 2 business days of the incident that led to the complaint arising.

The other party will then have 2 business days to respond in writing to the complaint, outlining what steps will be taken to address the complaint.

A failure to meet these requirements, or to address the complaint, may result in the Termination of Agreement clause being applied.

Termination of Agreement and/or Services

The terms relating to the termination of the Agreement for Services will be outlined within the Agreement document, including notice requirements and periods.

If the engagement is on a casual / ad hoc basis, no Agreement applies, and the Services can be terminated at any time. Where support Services have been requested and are in the process of being delivered, the client agrees to pay the associated costs for any Services provided up to and including the time when they advise that the Services are no longer required.

If, as a result of irreconcilable differences, or a frustration of contract, it is necessary to bring the Agreement to an end prior to the completion of the agreed services (even if on a casual basis), we do not accept any associated costs, or legal liability arising from, or connected to, the failure to fulfil the contracted Services.

Any outstanding payments for Services duly invoiced up to, and including the date of termination, must be paid within 7 days of the date of termination of the Agreement.

END OF DOCUMENT

Last reviewed: 2 January 2024