

## **GENERAL TERMS AND CONDITIONS:**

The following Terms and Conditions of Engagement are applicable to the supply of human resources consultancy services offered by The Human Factor (“the Work”). These services may be provided in the form of online subscriptions and products.

The Human Factor is also called “we” or “us” in these Terms and Conditions. The Client means the person or business accepting these Terms and Conditions and is also referred to as “you” or “yourself”.

## **ACCEPTANCE:**

All Work undertaken by The Human Factor is outlined in a ‘Engagement Letter’. These are provided to you prior to us commencing the Work. The Engagement Letter will include a scope of the Work, an estimate of our fees, a copy of these General Terms and Conditions of Engagement.

## **VARIATIONS AND ADDITIONAL TERMS**

We reserve the right to modify these Terms and Conditions and Privacy Policy at any time and in any manner at our sole discretion by either: a) posting a revision on our website; or b) sending information regarding the amendment to the email address you provide us.

You are responsible for regularly reviewing our Website and these Terms and Conditions and Privacy Policy. You shall be deemed to have accepted such amendments by continuing to use our Website and/or Services after such amendments have been posted or information regarding such amendments have been sent to you. You agree that we shall not be liable to you or to any third part for any modification of the Terms and Conditions or Privacy Policy.

## **ANNUAL SUBSCRIPTION.**

Where we are providing you with generalist consultancy services for an allocated number of hours per annum (“the Annual Subscription”) on a reoccurring basis for an agreed fee (“The Subscription Fee”), the fee for these services is payable irrespective of whether you use all the allocated hours.

The generalist consultancy hours included in the Subscription Fee can be used at any time during the subscription and do not roll over if these remain unused at the end of the subscription.

The HR call or meeting hours under the subscriptions “HR – Taking Steps” or “HR - Growth Plan” can rollover to a maximum of either 1.5 hours or 3 hours depending on the subscription. We have a use it or lose it policy.

When you choose to pay subscription fee by monthly direct debit, and you cancel within 7 days of purchasing the subscription, you will receive no refund of any amounts already paid. The amount you have already paid shall cover the fees and time we incur when cancelling a direct debit. Notwithstanding, if you have used any of your allocated hours prior cancelling the subscription, the fees for the Work completed shall be calculated based on our flat hourly rate and payable on the Due Date.

You may renew your subscription after one calendar year at the Subscription Fee advertised on the Website. Alternatively, should you wish to upgrade your subscription, or if you have used all your allocated hour please contact us directly via maria@thehumanfactor.co.nz to discuss which service is right for you.

## SUBSCRIPTION FEE PAYMENT TERMS

Our Monthly Subscriptions Fees are paid online by direct debit, in advance of the Work being completed. These transactions are completed through our E-commerce services provided on our Website.

Work completed in excess of the Annual Subscription; we will invoice you separately at the end of each month. Payment is to be made by the Due Date.

## OUR E-COMMERCE SERVICES

In using our E-Commerce Services, you represent and warrant that you are over 18 and have legal capacity to contract in New Zealand. If you are using a credit card or debit card, you represent and warrant that the credit card is issued in your name and that you shall pay to the card issuer all charges incurred through the use of our E-Commerce Services.

You agree not to use our E-Commerce Services for any improper, injurious, offensive, or unlawful purpose.

Upon completing a transaction using our E-Commerce Services, you will be presented with a confirmation screen verifying the transaction details you wish to process. It is your responsibility to verify that all transaction information and other details are correct. You should store your transaction confirmation for future reference.

We shall have no liability for transactions which are incorrect because of inaccurate data entry in the course of providing E-Commerce Services or for loss of data or information caused by factors outside of our control.

**Suspension of service:** We shall be entitled at any time without prior notice or any liability to you, to alter, cancel or suspend any or all E-Commerce Services temporarily or permanently and/or to substitute alternative services, which may or may not be interactive or transactional in nature.

**Overpayments:** A refund will only be provided when it has been proven that there has been an overpayment. When applying for a refund you must provide us with proof of the overpayment. If your refund request is accepted, the refund will be transferred back to the originating card or held to your credit against future transactions. No cash refunds will be given.

**Security:** Our E-Commerce Services are provided through a secure website using SSL (secure socket layer) encryption. However, you acknowledge and agree that Internet transmissions are never entirely secure or private, and that any message or information you send to or through the Website (including credit card information) may be read or intercepted by others, even where a Website is stated as being secure. Neither we nor Stripe shall have any liability for the interception or 'hacking' of data through the Website by unauthorised third parties.

## **PROMOTION AND MARKETING**

By providing us with your email address, you consent to receiving promotional material from us. You may opt-out of these communications at anytime by emailing us [maria@thehumanfcor.co.nz](mailto:maria@thehumanfcor.co.nz)

## **INTELLECTUAL PROPERTY**

Any intellectual property rights held by the parties at the commencement of the Work will belong to that respective party. All intellectual property rights arising from the performance of the Work will be held by the Parties jointly. Intellectual property jointly created has been for your benefit.

You must not distribute intellectual property jointly created for the benefit of a third party without prior consent from us.

We are the proprietor and licensee of The Human Factor copyright in the website(s), its contents (paid or unpaid) and images and no part of these websites may be reproduced without our express permission or the permission of the copyright holder.

Our "Content" shall mean any document, template, form, guides, videos, digital downloads, infographics, text, audio clips, data found on our Website or supplied to you while doing the Work or offered as a product or service.

We will strongly protect and defend our intellectual property rights in connection with our Website and/or Services including copyright in the content, whether provided by us or by any other content provider.

## **COPYRIGHT AND THE HUMAN FACTOR**

All our Content is our copyright. Your purchase or receipt of any our Content may allow you to adapt the information strictly for your own business use on an as required basis.

We also claim copyright in the designs and compilation of all Content of our Website, and/or Services. Title, ownership rights, and shall remain the sole property of us and/or the other content provider.

Except as agreed otherwise, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

Subject to the other terms of this agreement, you may download or copy Content only for your own use, if you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.

You are strictly prohibited from:

- forwarding our Content in whatever form to another person, firm or business for their use;
- sharing your username and password with another person, firm or business so that they can take advantage of the service provided by The Human Factor without paying for it;
- reproducing the resources in any form whatsoever except for the purposes provided for in these Terms; and
- using or adapting the Content for on-sale to another person, firm, or business.

If you wish to use the Content for any of the purposes stated above, you must first obtain our express consent.