

Terms and Conditions

1. General

This contract comprises terms and conditions identified as the Contract of Services between Articulate and the Company (the Parties).

The Company agree to pay the total fees stated in the contract for services.

The Company agree to keeping Articulate informed of any changes to company details, contact email addresses and telephone numbers for primary contact named on this contract, as this email address will be used for all important messages relating to the contract.

The Company authorise Articulate to use contact information provided to communicate with for advice and/or information purposes. The Company also consent to receive all communication relating to contracted services in electronic format, and by giving this consent, Articulate are not required to send notices or other documents in paper form unless specifically requested.

2. Failure to make payments

If the Company fail to make the payments that have been agreed to in this contract and the total amount remains unpaid for more than 60 days, a default may be registered with a credit agency and Articulate may suspend access to services until payment is received.

If the Company fail to make payment and the total amount remains unpaid for more than 90 days, Articulate may take legal action to recover the overdue amount and any legal costs.

3. Changes to standard terms

Articulate may change the standard terms from time to time. If a change to standard terms is made, the terms will be no less favourable to these terms and the Company will be notified by email at least 30 days before any change. The Company can notify Articulate before the changes take effect if they choose to remain on the existing terms.

4. Warranty and Indemnity

The Parties warrant that no conflict of interest exists which may prejudice the performance of its obligations under this Agreement and agrees to declare any conflict should it arise in the future and Articulate warrants that it has obtained and will continue to maintain knowledge necessary for the lawful performance of the Contract of Services and agree to provide evidence of this to the Company's satisfaction on request.

The Company confirms that all the information provided is true and accurate in every respect and that no material fact has been misstated or not given. You also agree to start the service from the date of signing your contract for services and that payment is due as agreed in the payment schedule. Further the Fair Work Commission and Fair Work Ombudsman are the organisations empowered to make decisions and orders in relation to Awards and Award interpretation. Articulate will provide advice and recommendations only in relation to Awards and legislation including providing updates on variations within those awards and applicable legislation.

5. Confidentiality

The Company agree that they will not reproduce or use for any other purpose any of the documentation that is provided, as copyright over this material is reserved by Articulate. Articulate do not accept any responsibility for updates or changes to documentation made by the Company or Company employees after the date when the documentation is first made available.

All Confidential Information remains the exclusive property of Articulate and no rights in respect of Confidential Information are granted or conveyed to the Company. In the event that the Company is legally required to disclose any Confidential Information, the Company must immediately notify Articulate of that fact.

Articulate agree that all information made available to them by the Company is to remain confidential and the exclusive property of the Company.

The Company acknowledges that if the Company breaches this clause, then Articulate may seek injunctive relief at the Company's cost in respect of the breach.

6. Your HR System Resources

Access to the Your HR System resources is subject to the acceptance of the terms and conditions of use which are to be accepted when first registering as a user of Your HR System. Your HR System is owned and managed by Articulate Business Solutions.

7. Contract Check

Articulate will provide a Contract Check review of the Company's existing employment contract upon commencement of this agreement.

Based on the information provided, Articulate will highlight key deficiencies in the contract and provide recommendations for amended contracts.

8. Invoices

Articulate will submit an itemised invoice, which complies with all relevant legislation, including but not limited to the law relating to taxation to the Company for payment in accordance with the agreed payment period identified in the schedule.

9. Applicable law and jurisdiction

This Agreement is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Northern Territory.

The Parties submit to the jurisdiction of the courts of that Territory.

10. Dispute Resolution

The Parties agree that any dispute arising during this Agreement will be dealt with as follows:

- a) the Party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- b) the Parties will try to resolve the dispute by direct negotiation;
- c) the Parties have 10 Business Days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure;
- d) either Party may commence legal proceedings if there is no resolution or agreement able to be reached.

11. Termination of Agreement

The Parties may terminate this Agreement without notice, in the event of a fundamental breach of this Agreement. In the event that the Parties terminates this Agreement for a fundamental breach, Articulate will:

- a) be paid any amount owing to in respect of services provided up to and including the date of termination

Articulate may terminate this Agreement immediately if the Company becomes insolvent or bankrupt within the meaning of either section 9 of the *Corporations Act 2001 (Cth)* or the *Bankruptcy Act 1966 (Cth)*.

12. Continuing liability

Termination of this Agreement by either party will not release the Parties from Confidentiality obligations of this Agreement.