

# Terms of Service

## The offering and binding of terms:

This website is owned and operated by Employer Direct. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors a subscription service for employment law support tools. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

This page has been prepared to explain our Subscription Service and standard Terms of Engagement relating to all additional work we undertake for you on a Consultancy basis. In addition, the document outlines our obligations to you.

Prior to accepting, if you have any questions or need to have any point more fully explained, please do not hesitate to contact us at [support@employer-direct.com](mailto:support@employer-direct.com). Additionally, we recommend you take independent legal advice before you agree to any contract.

## Terms

### 1. Subscription Service Cost Structure

- 1.1. Subscribing to all Employer Direct plans entitles you to:
  - 1.1.1. Unlimited access to the Employer Direct Document Library
  - 1.1.2. Template creation services
  - 1.1.3. Access to the Employer Direct Helpline (0800 number)
  - 1.1.4. Unlimited Email Support
- 1.2. In addition to the services in 1.1, the 'Yearly Support' plan also offers
  - 1.2.1. 20% off consultancy services
  - 1.2.2. 20% discount on our partner's leadership training courses
- 1.3. In addition to the services in 1.1 and 1.2, 'Yearly Support Plus+' plan also offers
  - 1.3.1. personalised HR audit and plan for your business
  - 1.3.2. two complimentary hours of HR support from our consultants (does not include ERA representation or Mediation attendance)
- 1.4. In addition to the services in clause 1.1, 1.2 and 1.3a, the 'All the HR you need' Plan also offers
  - 1.4.1. unlimited hours of HR support from our consultants (does not include ERA representation or Mediation attendance)
- 1.5. The 'All the HR you need' plan is only suitable for businesses with less than 50 employees. For more than 50 employees, please contact us for a tailored 'Enterprise' plan.

### 2. Cost Structure

- 2.1. The subscription charge depends on the package selected.
  - 2.1.1. 'Pay As You Go' is \$200 +GST per month
  - 2.1.2. 'Yearly Support' is \$1500+GST per annum

- 2.1.3. 'Yearly Support Plus+' is \$2200+GST per annum
- 2.1.4. 'All the HR you need' is \$4000+GST per annum
- 2.2. We are able to provide the above services cheaper than other providers because our staff and consultants work remotely.
- 2.3. The subscription charge is payable one month in advance.
- 2.4. We reserve the right to suspend the services list in clause 1 if you are in default of a payment.
- 2.5. We reserve the right to change your monthly subscription fee if your number of employees change or to correct a misrepresentation of employee numbers

### **3. Fair Use Policy**

- 3.1. All of the Services are subject to the Fair Use Policy.
- 3.2. Your use of the Services must be fair, reasonable and not excessive, as reasonably determined by us by reference to average and/or estimated typical customer usage of the Services. We will consider your usage to be excessive and unreasonable where it materially exceeds the average and/or estimated use patterns over any day, week or month (or other period of time as determined by us) (Excessive Usage).
- 3.3. Where we offer any included Services under a Plan or other Service, such use is offered for your use and benefit only. In no case does any Service allow for activities aimed at making profit or reselling the Service or using the Service in an unfair or excessive way and any such use of the Services by you is a breach of this Agreement.
- 3.4. For the avoidance of doubt, fair use applies to the unlimited consultancy services offered in 'All the HR you need HR', as detailed in clause 1.4.1.
- 3.5. If in our reasonable opinion we consider your usage to be unfair, unreasonable and/or Excessive Usage we may immediately suspend, modify or restrict your use of the Services or withdraw in full or in part your access to the Services without notice to you.
- 3.6. We may charge you at our discretion for Excessive Usage, which if we do so will be at our standard hourly rate for subscribers.

### **4. Contract Period and Automatic Renewal**

- 4.1. The 'Pay as you go' Plan is charge on a monthly basis. The contract will automatically renew each month, unless cancelled.
- 4.2. All other plans are charged on a yearly basis. These will also automatically renew at the end of this period unless terminated as per clause 5.
- 4.3. If you do not wish the contract to automatically renew we simply require written notice prior to the end of period.

### **5. Termination of Subscription Services**

- 5.1. The contract for Subscription Services can be terminated prior to renewal for any reason upon 30 days written notice. There are no cancellation fees involved at this point.

- 5.2. Employer Direct may terminate this contract at any time with 30 days written notice.

## **6. Consultancy Fee Invoices**

- 6.1. Where you engage us to undertake work over and above that provided as part of the Subscription Service this is referred to as Consultancy work. This work will involve such things as running a disciplinary process, defending a personal grievance, attending mediation or acting for you in the Employment Relations Authority or Employment Court.
- 6.2. If you subscribe to a yearly plan ('Yearly Support', 'Yearly Support Plus+' or 'All the HR You Need') you are entitled to a 20% reduction on the hourly rate component on any Consultancy work undertaken by us (provided your subscription fees are paid).
- 6.3. The hourly rate for this work is typically \$300-\$395+GST an hour, depending on the requirements. We may also charge a retainer for Consultancy Work. This information will be provided to you prior to any Consultancy Work commencing.
- 6.4. Travel is charged at \$80+GST per hour. There are no additional charges (ie parking costs, mileage, tolls).
- 6.5. Disbursements will be charged without additional fees being added (eg. ERA/Employment Court fees, photocopying, binding)
- 6.6. There is no discount on consultancy on a 'Pay As You Go' subscription.

## **7. Payment Terms for Consultancy**

- 7.1. Typically we require payment for Consultancy work in advance. If this is the case then an invoice will be provided to you and our work will commence upon payment.
- 7.2. When we engage in work without payment in advance or the amount of work exceeds the amount paid for we will issue an invoice at the end of that month. Payment falls due within seven days.
- 7.3. We reserve the right to suspend working on a matter where an invoice is not paid on time. If this occurs Employer Direct takes no responsibility for the negative impacts on your matter from such a suspension of work.
- 7.4. Either party can end the contract for consultancy services at any time for any reason upon seven days written notice. All chargeable hours up till the point of termination by you fall due within seven days

## **8. Payment Defaults**

- 8.1. We do not offer credit facilities so interest at the rate of 3% per month may be charged on the outstanding balance of all accounts remaining unpaid one month after the date of settlement and each month thereafter that the account remains unpaid.
- 8.2. If we are required to take any debt collection or enforcement action to recover payment of fees we are authorised to add all costs of any debt collection or enforcement action to the balance owing.

## **9. New and Additional Services**

- 9.1. We will expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services.
- 9.2. Where additional services become available, they might incur an additional fee or an increased subscription cost that we'll let you know about when you sign up for those services.

## **10. Confidentiality**

- 10.1. We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you, and will not disclose any of this information to any other person except:
  - 10.1.1. to the extent necessary or desirable to enable us to carry out your instructions;
  - 10.1.2. for the purposes of recovering any overdue accounts remaining unpaid one month after the date of settlement;
  - 10.1.3. to the extent required by law.

## **11. Liability Disclaimer: Use of Document Library and Template**

- 11.1. We do not accept any responsibility for alterations to documentation made by you or your employees after the date when the documentation is first made available to you.
- 11.2. Employer Direct documents and guides cover the majority of employment situations; however, in the event of specific or complex situations they need to be used with great care. The documents we provide are provided to you for guidance purposes only. It is advised that additional guidance is sought from our team. We do not accept responsibility for incorrect usage by the user or failures in the process you use.
- 11.3. Employer Direct templates are designed, when used correctly, to provide lawful employment documents. No liability is assumed by Employer Direct, or an individual advisor, for losses suffered by any person or organisation.
- 11.4. We reserve the right to change the information on our website and document library at any time without notice.

## **12. Copyright and Limited Reproduction Notices:**

- 12.1. Nothing in this contract or use of our services grants you any rights in intellectual property which we own or license.
- 12.2. You may print, download to your hard drive or cloud storage device extracts from our website and document library only for your own business use contracted to Employer Direct, but only if you use the material in a manner consistent with their purpose and adhere to the disclaimer in clause 11.
- 12.3. You may not distribute or copy any part of our website or document library for any purpose other than your own internal business use.

## **13. Assignment**

- 13.1. Employer Direct may assign the Agreement, and any of its rights under the Agreements, in whole or in part, and Employer Direct may delegate any of its obligations under the Agreements. You may not assign the Agreements, in whole or in part, nor transfer or sub-license your rights under the Agreements to any third party.

#### **14. Severability, Waiver and Interpretation**

- 14.1. Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.
- 14.2. Any failure by Employer Direct or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Employer Direct's or the applicable third party beneficiary's right to do so.

#### **15. Complaints and guarantees**

- 15.1. In the first instance, any issues should be raised with our support team via email on support@employer-direct.com. We commit to responding within five working days and rectifying the situation wherever possible.
- 15.2. It is a condition of sale that the Consumer Guarantees Act 1993 will not apply to any goods or services acquired for business purposes.
- 15.3. No other warranties either express or implied by law are made with respect to these products.

#### **16. General**

- 16.1. These Terms of Engagement apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 16.2. We reserved the right to change these terms beyond the initial six month contract period with 30 days written notice.
  - 16.2.1. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to these conditions, we will notify you here that it has been updated.
- 16.3. You agree to keeping us informed of any changes to your company details, including email addresses and telephone numbers for your primary contact named on this contract, as this email address will be used by us for all important messages relating to your contract.