

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES_CHESS CONNECT_YOUR WORK
TRANSITION PLAN

1 INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 "Customer" means any person who purchases Services from the Supplier;
- 1.2 "Supplier" means Coffs Harbour Employment Support Services Ltd trading as CHESS Connect 2/72 Grafton Street, Coffs Harbour, NSW, 2520;
- 1.3 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier;
- 1.4 "Services" means specifically services delivered as part of the fee for service 'Your Work Transition Plan' and associated products.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

3 PRICE AND PAYMENT

- 3.1 Payment of the price shall usually be paid on application for Services delivered. Payment can be made by credit/debit card on-line or via invoice. Payment in arrears will be by prior agreement only.
- 3.2 There will be a separate charge for additional services provided outside of the original scope of 'Your Work Transition Plan' suite of services, by prior agreement between the Customer and Supplier.
- 3.4 The Supplier reserves the right to modify, update or run promotions on any service at any time. The Supplier reserves the right to change the price of any service at any time. Once a service has been ordered, the price shall remain fixed for the Customer. Under no circumstances shall the Supplier refund the difference should the price of that service decrease.

4 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 4.1 Co-operate with the Supplier;
- 4.2 Provide the Supplier with any information reasonably required by the Supplier;
- 4.3 Keep the Supplier notified of their correct name, postal address and any phone, fax or e-mail information.

4.4 Comply with such other requirements as agreed between the parties.

4.5 Comply with all other statutory requirements – particularly in regards to data protection and confidentiality.

4.6 The Customer responsibility for the condition of their tools and technology used in the receipt of the Services

5 SUPPLIER'S OBLIGATIONS

5.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

5.2 The Supplier accepts responsibility for the condition of their tools and technology used in the delivery of the Services

5.3 Delivery of Services will begin as soon as payment is received.

5.4 Data protection: All correspondence between Customer and Supplier will remain confidential and data stored in accordance to industry standard ISO 27001:2013

6 LIMITATION OF LIABILITY

6.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury. However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.

6.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

7 CANCELLATIONS

Returns/refunds policy: Where a Customer cancels their order after payment Supplier shall offer the Customer a 50% refund unless another arrangement is made prior.

Where a Customer fails to complete the requirements of the Service for reasons unrelated to CHESS Connect; there is no refund. Both parties must return or destroy information received from the other if asked to do so.

8 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, pandemic, technology or connection disruptions, and the party shall be entitled to a reasonable extension of its obligations.

9 CHESS CONNECTS PROPERTY

The contents of the CHESS Connect website may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means without the prior express written permission of CHESS Connect.

Format and layout of the questionnaires and resources and promotional material of 'Your Work Transition Plan' is the property of CHESS Connect. Processing of any data entered onto the questionnaires by anyone other than CHESS Connect is strictly forbidden.

10 COPYRIGHT

Questionnaires and resources may only be used in the format in which the Supplier issues them, be it written form on paper, provided in an electronic format or in any other medium. Questionnaire and resource content may not be used in any other format other than that supplied. Customers may not at any time, without prior written permission of the Supplier, make copies or reproductions (in whatever form) of the questionnaires or resource material. Where any such copy is considered reasonably necessary, the Supplier will provide written permission.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Australia and the parties hereby submit to the exclusive jurisdiction of the Australian courts.

DISCLAIMER

CHESS Connect does not and cannot warrant or guarantee that the Customer will secure an interview, job or any other employment opportunity as a result of its services. Please refer to scope of works for deliverables.

CHESS Connect (www.chessconnect.org.au) may direct users and Customers to additional or related information on other websites. These websites are not under the control of CHESS Connect and as such they are not responsible for the content of these sites. Other websites are linked or listed as a convenience only and should not be seen as an endorsement of any kind. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.

Registered Address: CHESS Connect, 2/72 Grafton Street, Coffs Harbour Company No 91 677 106
763 Company registered in Australia

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