

EASYHR: TERMS OF TRADE

EasyHR Limited (“EasyHR” or “we”) provides HR consultancy services to client businesses (“the Client”, “you” or “your”) on the following terms:

Fees

1. The fees outlined in these terms of trade are valid until the specified expiration date set out in writing to you.
2. Fees for consultancy services, including advice and assistance on an ‘as-needed’ basis or for project work, will be agreed in writing by EasyHR and you, either as an hourly rate (or part thereof) or a fixed fee package, for every engagement:
 - a. Hourly rate plus GST: you will be charged for all the actual hours of work performed (including part thereof), and any Expenses, invoiced at the end of each calendar month, and payable within 7 days from the receipt of the invoice;
 - b. Fixed fee (project) package plus GST and any expenses: A fixed fee package estimate is for an entire engagement, and the fixed fee applies irrespective of specific hours worked or assistance given by EasyHR on the engagement. A deposit of 50% will be required to be paid prior to the commencement of the services, with the remainder invoiced on project completion, and payable within 7 days of receipt of the invoice. During the project engagement, should you request additional services, or should the need for services arise outside of the original engagement scope which were not included in the fixed fee package, those additional services do not form part of the ‘fixed fee’. A further estimate for assistance will be provided by EasyHR prior to commencement of those additional services, and will be charged separately.
 - c. Retainer plus GST and any expenses: A annual retainer arrangement may be agreed for the provision of services for a maximum of 6 hours per year paid by \$99.00 monthly instalments. This will be billed in advance and payable prior to the date of commencement of the services, and prior to that same calendar date of the service commencement thereafter (e.g. if services commence on the 1st of January, the retainer payment will be required before the 1st January, 1st February, 1st March etc). Any unused hours will roll over and be credited to the following annual package. Any hours used over the annual retainer package will be charged on an hourly rate plus GST, invoiced at the end of each calendar month, and payable within 7 days of the invoice date.
3. We aim to absorb all personal disbursements (e.g. telephone, faxes, postages, copying) within our hourly rate or fixed fee.
4. Substantial expenses or disbursements (“Expenses”) may be incurred on your behalf (e.g. ERA or court filing fees, travel fees) and we may elect to pass on these costs to you, which you agree to pay.
5. Should specialist legal or barrister advice/representation be requested by you at any part of consultancy arrangement, the fees will be passed on to you at cost as an Expense, before they are incurred. An estimate of specialist legal fees will be discussed with you, and your agreement obtained, prior to any engagement.

6. Interest will be charged at 2% for each week of late payment of any invoice. EasyHR reserves the right to immediately discontinue the provision of services should you fail to pay invoices in accordance with these terms.
7. Where an EasyHR invoice has not been paid within 30 days of the due date, we reserve the right to engage a debt collection agency to recover those fees from you and you will be liable for any collection costs, legal costs or other costs incurred in addition to the invoice amount and any interest.
8. In the event of a scheduled service engagement event (e.g. disciplinary/restructuring meeting) not proceeding with less than 24 hours' notice, the scheduled event may be included as a service performed under the engagement, at the discretion of EasyHR.

Cancellation / Termination Policy

9. Should you cancel our consulting services or discontinue with our services for any reason, you will be required to provide at least one (1) days' notice, and:
 - a. EasyHR will not incur any liability as a result;
 - b. You will be invoiced for any work completed, or part thereof, until notice is received by EasyHR whether under our hourly rate, fixed fee package or retainer package. In addition, a termination fee will be payable of 25% for fixed fee packages and 50% for annual retainer packages, based on the remaining fee applicable as if the package had been completed in full;
 - c. Any instalments paid to EasyHR will be considered payment for work performed or anticipated;
 - d. In the event additional work has been requested by you outside of the terms or agreed scope of any Fixed Fee or Retainer Package, you will receive a final account which will include all outstanding costs and you will be required to pay costs for consulting services provided up until the date of cancellation.
10. We may terminate any engagement with you:
 - a. For any reason, following one (1) days' notice.
 - b. Immediately where we reasonably believe you have breached any terms of an engagement with us, where we deem you to be financially insecure, have failed to pay any invoices in accordance with these terms, or there exists any circumstances that may result in a conflict of interest or may create harm or loss to the goodwill of EasyHR.

Services and obligations

11. We will provide you our services with the care and skill that can be expected from a competent HR consultant.
12. We will attempt to meet any request for a specific EasyHR consultant to perform services on a particular time or date. However, EasyHR retains sole discretion to allocate a consultant with appropriate experience and skill as it sees fit, depending on need and availability, to undertake the engagement. Such arrangements will be notified to you once organised.
13. We will throughout the handling of your engagement rely on you to supply in a timely manner all relevant and accurate information needed to act on your behalf and to tell us promptly of any relevant change in circumstances.

14. If you hold information back from us, are negligent in any way, or provide inaccurate information, it hinders our ability to assist you and we cannot be held responsible or liable for any non-disclosure or inaccuracies. If you are in doubt whether any information is relevant then it is best to discuss it with us.
15. We have a duty to keep all information you tell us confidential from other parties unless we have your instructions to disclose it.
16. It is your responsibility to observe and comply with all relevant legislation and regulations, including but not limited to when using or implementing any of our services.

General

17. In the case of conflict between these terms and the provisions in any other agreement or documents relating to the consultancy services, these terms shall apply and be paramount and supersede the conflicting provisions.
18. We will not be liable to you, or any third party, in any way whatsoever for any loss or damage as a result of providing you with our services. You indemnify us against any claims, damages, liabilities, costs and expenses whatsoever arising out of engaging our services. If you are not satisfied with our services, your sole and exclusive remedy is to terminate the terms as specified in this agreement.
19. We may amend or replace these terms from time to time. The amended or replacement terms will then apply to the services. We will post the amended terms on our website and will communicate these changes to you via email.
20. The failure by us to enforce any provision of these terms shall not be treated as a waiver of that provision nor shall it affect our right to subsequently enforce that provision. If any provision of these terms shall be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
21. We may at our discretion decline your application for services (and/or any request for additional services).
22. These terms and any contract to which they apply shall be governed by the laws of New Zealand.