



TERMS AND CONDITIONS

Definitions

“You” means the individual or company addressed on the invoice for Services.

“Services” means all Services supplied by The Elite Collective to You and includes any advice or recommendations.

“The Elite Collective”, “Us”, “Our”, and “We” means any representative, contractor or employee of The Elite Collective company who communicates or provides Services on behalf of the company to You.

“Price” means the Price payable for the Services as agreed between The Elite Collective and the Client in accordance with clause 6 of these Terms and Conditions.

1. AGREEMENT

- 1.1. By making full payment of the invoice issued to You, You have engaged Our Services, accept Our offer to act, and accept all Terms and Conditions contained in this document.
- 1.2. Once You have agreed to these Terms and Conditions, they are binding and can only be amended with the written consent between You and The Elite Collective.

2. DISCLAIMER

- 2.1. Our resume writing Services do not guarantee or assure an interview for any position You subsequently apply for or guarantee the offer of a position or any other desired outcome.

3. DELIVERY OF SERVICES

- 3.1. The Services to be provided are those selected by You as per The Elite Collective Website or quotation and are listed on the invoice.
- 3.2. Communication required to complete the services shall occur via telephone, email and other electronic methods.
- 3.3. In the event We are unable to contact You via Your preferred communication method, we will attempt to contact you by telephone and email.
- 3.4. All Services will be delivered via email and other electronic methods.
- 3.5. We shall not be liable if an email or other electronic message is intercepted and Your personal or sensitive information is stolen by a third party.
- 3.6. The delivery of Services will occur by the mutual day and time agreed between You and The Elite Collective representative prior to invoicing.
- 3.7. Any changes to the scope of Services by You will only be accepted by The Elite Collective if there is an appropriate timeframe available to deliver the Services, and acceptance is not guaranteed.
- 3.8. Any requests by You to change the scope of the Services provided will incur additional costs.
- 3.9. The Elite Collective may deliver the Services by separate instalments, as agreed with You.
- 3.10. The failure of The Elite Collective to deliver shall not entitle either party to treat this contract as repudiated.
- 3.11. The Elite Collective shall not be liable for any loss or damage due to failure by The Elite Collective to deliver the Services (or any of them) promptly or at all.

4. YOUR RESPONSIBILITIES



- 4.1. You understand and agree that:
 - 4.1.1. The Elite Collective delivery of Services does not guarantee an interview or successful job application.
 - 4.1.2. Failure to promptly provide information may result in:
 - 4.1.2.1. The delivery of partially completed Services Using the information available;
 - 4.1.2.2. Or the delivery of Services after the mutually agreed delivery date.
- 4.2. To ensure the provision of Services, You must:
 - 4.2.1. Provide Us with accurate information required to perform the Services within the mutually agreed timeframes discussed during quotation.
 - 4.2.2. Review the Services delivered for accuracy, quality and completeness, and provide instructions to alter the Services delivered.
 - 4.2.3. Review the final delivery of Services for accuracy, quality and completeness within seven (7) days of delivery and notify The Elite Collective of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote in writing as outlined in Clause 5, Errors and Omissions.
 - 4.2.4. Pay Us the Price and any other amounts payable to Us under these Terms and Conditions complying with the Payment Terms
 - 4.2.5. Comply with these Terms and Conditions and all of Our reasonable requests or requirements in the provision of Services.

5. ERRORS AND OMISSIONS

- 5.1. You shall inspect the Services on delivery and within seven (7) days of delivery and notify The Elite Collective of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote in writing.
- 5.2. We will inspect the Services within a reasonable time following delivery if You believe the Services are defective in any way.
- 5.3. If You do not communicate any errors or omissions to Us in writing within seven (7) days of delivery, the Services shall be conclusively presumed to be in accordance with the Terms and Conditions and free from any defect or damage.
- 5.4. For Services that do not meet the standards of the description or quote, We will work with You closely to replace or rectify the Services.

6. PAYMENT TERMS

- 6.1. Payments must be made in full before Services will be provided.
- 6.2. The Price for Services shall be as indicated on the invoice and is valid for thirty (30) days.
- 6.3. If GST is payable on any Service, You will be made aware of this on the invoice.
- 6.4. For Services engaged with a deadline of less than four (4) days, a rush fee of twenty-five percent (25%) applies to the Price.
- 6.5. The Elite Collective reserves the right to change the Price in the event of a variation to the scope of works detailed in the original quotation.
- 6.6. Payment can be made by the options outlined on the invoice.



7. PROBLEM RESOLUTION

- 7.1. Any issues relating directly to errors or omissions in the Services provided are managed as per Clause 5 in these Terms and Conditions.
- 7.2. If at any time You would like to discuss with Us how the Services can be improved or if You have a complaint about the Services, You must contact Us via the contact form on The Elite Collective website.
- 7.3. On receiving feedback or a complaint via the contact form on The Elite Collective website, the relevant management staff will investigate any complaint promptly and do what We can to resolve the difficulties.
- 7.4. If the problem cannot be resolved, You agree to enter into mediation or some other form of alternative dispute resolution before commencing legal proceedings.
- 7.5. In the event of a dispute, We reserve the right to suspend the provision of the Services until such time as the dispute is resolved. Suspension of the Services will not affect Your obligation to pay Us for Services rendered to the date of suspension.

8. CANCELLATION OR TERMINATION

- 8.1. Each of Us may terminate Services engaged if:
 - 8.1.1. the other commits any material or persistent breach of its obligations under these Terms and Conditions (which, in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy);
 - 8.1.2. or the other becomes insolvent. Termination must be effected by written notice served on the other.
- 8.2. You retain the right to cancel delivery of Services any time before work commences by giving written notice to The Elite Collective and will be refunded the full payment sum.
- 8.3. Any cancellation after work has commenced will incur an appropriate fee to compensate for the time spent delivering Services up to the time of cancellation.
- 8.4. The Elite Collective retains the right to terminate Our Services immediately by providing written notice to You if:
 - 8.4.1. There has been a change of law, rule, regulation or professional standard or a change in circumstance that would cause the continued provision of the Services under these Terms and Conditions by The Elite Collective to violate such law, rule, regulation or professional standard;
 - 8.4.2. Or would otherwise, in the reasonable opinion of The Elite Collective, prejudice The Elite Collective's ability to comply with any applicable auditor independence requirement.

9. CONFIDENTIALITY AND PRIVACY

- 9.1. The Elite Collective is committed to complying with the Federal Privacy Act 1988 and National Privacy Principles when collecting, holding or disclosing personal and sensitive information.
- 9.2. The Elite Collective will treat as confidential all such information obtained from You in the course of performing Our Services and will not use such information except:
 - 9.2.1. In connection with the performance of the Services;



9.2.2. As may be required by law or judicial process, by any persons or bodies responsible for regulating either party's business (including any regulatory or accounting profession supervisory authorities in Australia or elsewhere);

9.2.3. Or as required by a party's internal policies or as either party reasonably determines is necessary to protect its own legitimate interests.

10. STAFF

10.1. You agree that during the provision of the Services, and for six (6) months thereafter, You will not make any offer of employment to any representative or employee of The Elite Collective involved in the provision of the Services without Our prior written consent.

11. INTELLECTUAL PROPERTY

11.1. The copyright for any designed, drawn, or written document provided as part of the delivery of Services shall remain vested with The Elite Collective.

11.2. You shall only use all documents provided by Us for personal use.

11.3. The Title to and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of The Elite Collective.

12. INDEMNITIES

12.1. You agree to indemnify and hold harmless The Elite Collective against any and all losses, claims, costs, expenses, actions, demands, damages, liabilities or any other proceedings whatsoever incurred by The Elite Collective in respect of any claim by a third party arising from or connected to any breach by You of Your obligations under this Agreement.

12.2. The Elite Collective shall not be liable for any losses, claims, expenses, actions, demands, damages, liabilities or any other proceedings arising out of reliance on any information provided by You which is false, misleading or incomplete. You agree to indemnify and hold harmless The Elite Collective from any such liabilities We may have to You as a result of reliance by Us on any information provided by You which is false, misleading or incomplete.

13. GENERAL

13.1. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

13.2. These Terms and Conditions and any contract to which they apply shall be governed by the laws of Australia and are subject to the jurisdiction of the courts of Australia.

13.3. The Elite Collective shall be under no liability whatever to You for any indirect loss and/or expense suffered by You arising out of a breach by The Elite Collective of these Terms and Conditions.

13.4. Nothing in these Terms excludes, restricts or modifies the application of the provisions of any statute (including the Trade Practices Act 1974), where to do so would contravene that statute or cause any part of these Terms to be void.

13.5. To the extent permitted by law, You agree that to the extent that any loss or damage suffered by You is attributable to negligence, fault or lack of care on Your part or on the part of any person for whom You are responsible, The Elite Collective is not liable (in contract, tort or otherwise) for the loss or damage.



- 13.6. In the event of any breach of this contract by The Elite Collective, the remedies available to You shall be limited to damages which under no circumstances shall exceed the Price of the Services.
- 13.7. The Elite Collective may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 13.8. The Elite Collective reserves the right to review these Terms and Conditions at any time. If following review there are any changes to these Terms and Conditions, then that change will take effect from the date on which We notify the Client of such change.
- 13.9. If the delivery of these Services or obligations by either party is prevented or restricted due to any act or condition beyond the reasonable control of that party, which may include but is not limited to:
- 13.9.1. Fire, storm, flood or earthquake;
 - 13.9.2. War, terrorism, labour dispute or transportation embargo;
 - 13.9.3. Or law, order, or directive of any government.
- then the party is excused from such performance to the extent of the same, but will use their best efforts to avoid or remove the causes of non-performance and to complete performance. Neither party shall be liable for any default in these instances.