

FIND A MENTOR TERMS OF BUSINESS

RECITALS

- A. The **Agent** operates a **Mentor** introduction business which matches **Mentors** with **Clients** for the provision of **Mentoring Services** by **Mentors** to **Clients**.
- B. The **Client** has requested the assistance of the **Agent** to **Introduce** the **Client** to suitable **Mentors** on the **Terms** set out below.
1. **Definitions**
- 1.1 'Agent' means ABN 61 788 207 153 trading as 'CareerSavant';
- 1.2 'Client' means the person identified as such in the **Client Registration Form**;
- 1.3 'Client Fee' means the fee charged by the **Mentor** to the **Client** for the provision of **Mentoring Services** calculated on the basis set out in the **Client Registration Form** and which **Client Fee** is subject to change from time to time as advised by the **Agent**;
- 1.4 'Client Registration Form' means the accompanying form (online or hard copy) completed by the **Agent** and **Client** confirming that each party agrees to be bound by these **Terms**;
- 1.5 'Confidential Information' means any information that would at law be considered secret or confidential information of the **Client**;
- 1.6 'Directory' means the online public directory of **Mentors** created and maintained by the **Agent**;
- 1.7 'Individualised Mentoring Services' refers to the type of **Mentoring Services** described as such in the **Client Registration Form** being one of the modes of delivery by which the **Client** may elect to receive **Mentoring Services**;
- 1.8 'Introduction', 'Introduce(s)', 'Introduced' refer to the **Agent** drawing the attention of the **Client** to a **Mentor** (whether in writing, orally or by any form of electronic communication) with a view to the provision of **Mentoring Services** by the **Mentor** to the **Client** (whether or not **Mentoring Services** are in fact delivered by the **Mentor** to the **Client**);
- 1.9 'Jurisdiction' means Victoria;
- 1.10 'Mentor' means any business coaching mentor listed in the **Directory** (and **Mentors** has a corresponding meaning);
- 1.11 'Mentoring Services' means the career coaching services offered or provided by the **Mentor** to the **Client** by way of **Individualised Mentoring Services**, **Program Based Mentoring Services** and / or **Time Based Mentoring Services**;
- 1.12 'Program Based Mentoring Services' refers to the type of **Mentoring Services** described as such in the **Client Registration Form** being one of the modes of delivery

by which the **Client** may elect to receive **Mentoring Services**.

1.13 'Terms' means these terms and conditions as amended from time to time.

1.14 'Time Based Mentoring Services' refers to the type of **Mentoring Services** described as such in the **Client Registration Form** being one of the modes of delivery by which the **Client** may elect to receive **Mentoring Services**.

B MENTORING SERVICES

2. Scope of Agreement

2.1 These **Terms** govern any **Introduction** of the **Client** to a **Mentor** by the **Agent**.

3. Mentoring Services

3.1 By signing the **Client Registration Form** the **Client** –

(a) acknowledges the s/he has requested the assistance of the **Agent** to **Introduce** suitable **Mentors** to the **Client** with a view to engaging a **Mentor** to provide –

(i) **Individualised Mentoring Services**

(ii) **Program Based Mentoring Services** and / or

(iii) **Time Based Mentoring Services**

as selected by the **Client**; and

(b) agrees to be bound and to abide by these **Terms**.

3.2 Agent Responsibilities

The **Agent** will –

(a) seek to **Introduce** the **Client** to any suitable **Mentors** for the provision of **Mentoring Services** by the **Mentor** to the **Client** (subject always to clause 4);

(b) make reasonable endeavours to ensure the suitability of **Mentors** for **Introduction** to the **Client** having regard to the experience and skills of the **Mentor** and the requirements of the **Client** with respect to the provision of **Mentoring Services** (subject always to clause 4);

(c) accept orders from the **Client** for **Mentoring Services** provided by the **Mentor** and (where applicable) collect the **Client Fee** on behalf of the **Mentor**; and

(d) collect feedback from the **Client** in regards to their satisfaction with the **Mentoring Services** provided by the **Mentor**.

3.3 Client Responsibilities

The **Client** will - :

- (a) complete the **Client Registration Form** accurately and completely to assist the **Agent** in identifying any suitable **Mentor(s)**;
- (b) advise the **Agent** of any changes to the contact information subject matter or other details provided on the **Client Registration Form**;
- (c) advise the **Agent** of any other factors which might reasonably be considered relevant to the **Introduction of Mentors** to the **Client**; and
- (d) pay the **Client Fee** from time to time to the **Mentor** or as the **Agent** otherwise directs as and when such **Client Fee** falls due and payable within the timeframe specified in any tax invoice issued by the **Mentor** or the **Agent** on behalf of the **Mentor** for **Mentoring Services**.

C. GENERAL PROVISIONS

4. Indemnity

4.1 The **Client** acknowledges that the **Mentor** is solely responsible for the provision of **Mentoring Services** to the **Client** and the **Agent** does not warrant the standard or performance of any **Mentoring Services** offered or provided by the **Mentors** or that any **Mentoring Services** will fulfil the expectations or requirements of the **Client**.

4.2 The **Client** shall release the **Agent** against any action or claim against the **Agent** arising out of a breach by the **Mentor** of these **Terms** or any other relevant terms governing the provision of **Mentoring Services** by the **Mentor** to the **Client** or the negligence of the **Mentor** in the provision of the **Mentoring Services** to the **Client** or any other matter arising out of the **Introduction** of the **Client** to a **Mentor** by the **Agent**.

4.2 The **Agent** accepts no responsibility for any loss or damage, however caused (including through negligence), which the **Client** may directly or indirectly suffer in connection with these **Terms**.

4.3 The **Client** releases the **Agent** from and shall hold the **Agent** harmless against any liability arising out of a breach of these **Terms** by the **Agent** or the negligence of the **Agent**.

4.4 Nothing in this clause attempts or purports to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

5. Confidentiality

5.1 When collecting, storing, disclosing or using, in any manner, any information from **Clients** the **Agent** will comply with:

- (a) the applicable laws in force in the **Jurisdiction**; and
- (b) the privacy policy of the **Agent**.

5.2 Subject to any applicable laws in the **Jurisdiction**, the **Client** authorises the **Agent** to:

- (a) disclose to the **Mentor**; and
- (b) collect from the **Mentor**,

such information (including any **Confidential Information**) concerning the **Client** as may be necessary to allow the **Agent** to fulfil its obligations under these **Terms**.

6. Entire Agreement

6.1 These **Terms** and the **Client Registration Form** constitute the entire agreement between the parties relating to the subject matter of these **Terms** and the **Client Registration Form** and replace any previous agreements or arrangements or understandings.

6.2 Any variation to these **Terms** must be made in writing and signed by the **Agent** and the **Client**.

7. GST

7.1 GST Definitions

For the purpose of this clause 7.0 'GST' means GST within the meaning of the GST Act. 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).

Expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act.

7.2 Payment of GST

Unless GST is expressly included, the consideration expressed to be payable under any other clause in these **Terms** for *Supply* made under or in connection with these **Terms** does not include GST.

7.3 GST on Supply made by Agent to Client

Regardless of any other provision in these **Terms**, if a GST is imposed on any *Supply* made to the **Client** by the **Agent** under or in accordance with these **Terms**, the amount that the **Client** must pay for the *Supply* increases by the amount of the GST.

7.4 GST on Supply made by Mentor to Client

Regardless of any other provision of these **Terms**, if a GST is imposed on any *Supply* made to the **Client** by the **Mentor** under or in accordance with these **Terms**, the amount which the **Client** must pay for the *Supply* increases by the amount of the GST.

7.5 Tax Invoices

A party's right to payment under these **Terms** for any *Taxable Supply* is subject to a valid *Tax Invoice* being delivered to the party liable to pay for the *Taxable Supply*.

8. General

8.1 The **Agent** may assign the benefit of these **Terms** at any time without consent.

8.2 Any part of these **Terms** which is wholly or partially void, invalid or unenforceable shall be severed from the remainder (which remains enforceable).

8.3 Failure to enforce any of these **Terms** is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.

8.4 These **Terms** are governed the laws in force in the **Jurisdiction**, whose courts shall have sole **Jurisdiction** in relation to all matters arising from these **Terms**.