

CONSULTATION SESSIONS TERMS AND CONDITIONS

Last updated: 29 April 2022

These terms and conditions are part of the contract you enter into when you engage HAYZEL MEDIA. Please read them through carefully, and get in touch if you have any questions – hello@hayzelmedia.com or 0403520416.

These Terms and Conditions apply to all work provided by:

T and A Abdul Jalil Pty. Ltd – trading as HAYZEL MEDIA

Trading as: HAYZEL MEDIA

ABN: 71639790837

These terms and conditions should be read in conjunction with [HAYZEL MEDIA Terms and Conditions](#) and [HAYZEL MEDIA Privacy Policy](#)

DEFINITIONS

“You” is the client, its employees and agents.

“We”, “Us” and “Our” is HAYZEL MEDIA, its employees and agents.

HAYZEL MEDIA provides professional copywriting and content marketing, as well as support, training and coaching services to business owners.

These are the terms upon which the services are offered to you and you are indicating your acceptance of them, by proceeding with scheduling your consultation.

This agreement applies to all services provided by HAYZEL MEDIA to you and are subject to change.

This agreement is between You (the client), ("the Client") and Us (Hayzel Media) ("the Consultant"). This agreement is pursuant to any verbal agreement previously in place regarding consulting or copywriting services. This Agreement is subject to the terms and conditions outlined below.

Tanya Abdul Jalil for T and A Abdul Jalil (Trading as Hayzel Media)
ABN: 71639790837
(the "Consultant")

1) BACKGROUND

The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.

The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. SERVICES PROVIDED

- 1.1. Client hereby agrees to engage the Consultant to provide the Client with the consulting services (the "Services") as outlined in the invoice and correspondence provided.
- 1.2. Payment for the service is taken as acceptance of these terms and conditions.
- 1.3. The Consultant is unable to commence with the services until it receives from the client a) the full service price paid in full and b) all relevant information required to conduct the consultation.
- 1.4. The Consultant will undertake to provide the services on the agreed date as far as is reasonably practical. Any changes to the agreed date must be made at least 7 days in advance.

2. TERM OF AGREEMENT

- 2.1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

- 2.2. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

3. PERFORMANCE

- 3.1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
- 3.2. The client is responsible for creating and implementing any suggestions arising as a result of this consultation.
- 3.3. As such, by using our services, you agree that the Consultant is not to be held liable for any decisions you make based on any of our services or guidance and any consequences, as a result, are your own. Under no circumstances can you hold the Consultant liable for any actions you take nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by the Consultant.
- 3.4. The Client understands advice is based on the information provided within the session and briefing documentation, and does not take into consideration all of the scope and variety of the client's business. The Client agrees that deciding how to handle the implementation of any advice or suggestions into their business and implementing choices is exclusively the Client's responsibility.
- 3.5. The client acknowledges that any advice or suggestions provided are not binding, and there is no obligation on the client to implement any suggestions if they do not wish to.
- 3.6. All our information on both the website and in consultations is intended to assist you and does not in any way, nor is it intended to substitute professional, financial or legal advice. Results are not guaranteed and the Consultant takes no responsibility for your actions, choices or decisions.

4. CURRENCY

- 4.1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in AUD (Australian Dollars).

5. PAYMENT

- 5.1. The Consultant will charge the Client a flat fee for the Services (the "Payment"). This fee is outlined in the payment service and is subject to change without notice before payment is finalised.
- 5.2. GST is charged on all goods and services provided in accordance with Australian taxation law.
- 5.3. Unless otherwise agreed by the Consultant, payment is required in full at time of booking the service.

5.4. The Client must reimburse the Consultant for the full amount of any bank or other fees associated with any dishonoured payments or cheques and any legal, debt recovery or other expense associated with any action by the Consultant to recover money from the Client.

5.5. The Client may request additional and incidental services from the Consultant. Unless expressly described within the Quote as being included in the Price, all such additional services will incur Additional Charges and will be added to the Invoice. Any such Additional Charges will be notified to the Client in advance where such prior notice is reasonably practicable.

6. RESCHEDULING AND REFUNDS

6.1. There is no refund issued for a change of mind. IN exceptional circumstances, where there is a compelling reason to cancel the service provided, this must be requested in writing to tanya[at]hayzelmedia.com 7 days before the session.

6.2. Consultations may be rescheduled up to 7 days prior to your session to the next available session. Due to the limited number of places and preparation requirements, sessions cancelled with less than 7 days' notice will be forfeited and no refund will be provided.

6.3. Refunds are not available for consultations once the consultation has taken place.

6.4. The refund policy in effect for the term of this Agreement is as follows:

6.5. The Consultant retains the right to refuse to provide the services if insufficient information is provided in a timely manner before the consultation. If service is refused, a full refund will be provided.

7. CONFIDENTIALITY

7.1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

7.2. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

7.3. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

- 8.1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 8.2. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

9. EXCLUSION OF COMPETITORS

- 9.1. If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of the consultant. The consultant reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

10. INDEMNIFICATION

- 10.1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

11. MODIFICATION OF AGREEMENT

- 11.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

12. ENTIRE AGREEMENT

- 12.1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

13. ENUREMENT

- 13.1. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

14. TITLES/HEADINGS

- 14.1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

15. GOVERNING LAW

- 15.1. This Agreement will be governed by and construed in accordance with the laws of the State of Victoria.

16. SEVERABILITY

- 16.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

17. WAIVER

- 17.1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Email: Hello[at]hayzelmedia.com

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