

Terms and Conditions for Employers (Employer's Terms)

The Employer's Terms govern the relationship between you, the person looking to find an employee (**Employer**) and Club-Up Pty Ltd **ABN 662 679 709** of Level 4, 29 Kiora Rd Miranda NSW 2228 (referred to as "**Club-Up**", "**we**", "**us**"). You must read the Employer's Terms carefully before you create an account and use our website at clubup.com.au or mobile application ("**our Services**"). Contact us if you have any questions. By creating an account, you agree to be bound by the Employer's Terms.

1. Club-Up's Role

- 1.1 Club-Up is a facilitator only. Club-Up' role is to assist you find a potentially suitable person (**Candidate**) to meet your requirements.
- 1.2 Once Club-Up has received payment of the applicable fee (see clause 3) in accordance with the terms of this agreement, Club-Up will match the keywords or description you included in your post with Candidates so you can search for a suitable Candidate.
- 1.3 Club-Up does not enter any agreement for you or on your behalf. You will communicate and contract directly with the Candidate.
- 1.4 Club-Up gives no warranties or guarantees that use of our Services will lead to you finding a suitable Candidate.
- 1.5 Club-Up will not get involved in any disputes between you and a Candidate whether or not you enter into a contract with them.

2. Registration with Club-Up

- 2.1 In order to search the list of Candidates that match your job criteria, you must register and create an account with Club-Up and agree to pay Club-Up the applicable fee (**Fee**) which is notified to you on or before the creation of your account. Any personal information you give to Club-Up will be used or disclosed in accordance with Club-Up's Privacy Policy [HERE](#)
- 2.2 Once you are registered, you will be able to search the pool of Candidates who match your criteria and be provided with an avenue to contact them regarding the role/s you have available.
- 2.3 Club-Up may, in its sole discretion, refuse to register an account for any reason and will incur no liability or be responsible for any loss or damage to you no matter how it arises.

3. Fee and payment

- 3.1 All amounts payable under this agreement, must be paid by credit card or such other method as offered by Club-Up. If you pay by credit card you must keep your credit card details current and you must ensure that there is sufficient credit on your credit card for the payment to be made. Club-Up reserves the right to suspend your account, including your ability to post positions vacant, until all outstanding payments are made and up to date.
- 3.2 All fees, unless otherwise stated, are inclusive of GST and other applicable taxes.

4. Your obligations

- 4.1 You must, at all times, answer all questions honestly, correctly and completely including when you create your account, register the details of any position vacant and when you talk to Candidates. All jobs advertised must in fact exist.
- 4.2 It is your responsibility to negotiate the terms of your agreement with the Candidate. You are also responsible for making your own inquiries of the Candidate, checking references and making sure you consider they are suitable for you. Club-Up does not conduct its own inquiries as to any of the information supplied by the Candidates and Club-Up will not be responsible if you do not find the Candidate suitable or if they do not have the qualifications or experience as represented by the them on the Club-Up website or to you.
- 4.3 You must ensure that any information, including pictures, that are on a post you place on the Club-Up website, is accurate and correct and kept up to date for the time it is accessible. You must remove the post as soon as possible once you have employed or contracted with someone to fill the position or you have decided there is no longer a need for that role. Club-Up may, in its sole discretion, remove any post if it considers that such post has been inactive for a reasonable period of time.
- 4.4 You understand that you may have certain legal obligations to the Candidates including insurance, workers' compensation, payment of award rates, tax obligations and compliance with laws relating to working with children. These are your obligations and Club-Up is not liable to you, the Candidate or any third party if you do not meet these obligations.
- 4.5 You must not use anyone else's account or allow anyone else to use your account.
- 4.6 You must keep your account details, including password secure and notify Club-Up if anyone has used or attempted to access your account without your permission.
- 4.7 You must not provide the details of a Candidate obtained from using the Club-Up website to any third parties unless the Candidate has expressly agreed to the disclosure of details.

5. Termination

- 5.1 Either party may terminate this agreement immediately on giving the other party written notice if:
- (a) the other party is in breach of any provision of this agreement and the party in breach has failed to remedy the breach within 14 days of receipt of written notice from the other party describing the breach and calling for it to be remedied;
 - (b) the breach is not capable of remedy;
 - (c) the other party is unable to pay its debts when they fall due, any steps are taken for the winding up or similar of the other party or the other party takes steps to go into bankruptcy or becomes bankrupt.
- 5.2 Either party may terminate the agreement, without cause, by giving the other party 14 days' written notice.
- 5.3 Club-Up may terminate this agreement immediately on giving you written notice if in Club-Up's opinion, your continued use of the Club-Up's website or app will or may cause damage to Club-Up's reputation or cause Club-Up to breach any applicable law.
- 5.4 To the extent permitted by law, Club-Up will be under no liability whatsoever to refund any Fee paid by you if this agreement is terminated irrespective of the reason for the termination.

6. Liability

- 6.1 You use the Club-Up' website and app at your own risk. Both are provided on an "as is" basis.
- 6.2 Except as expressly set out in this agreement, and subject to any guarantees, warranties or conditions that by law may not be excluded, all guarantees, warranties and conditions and similar, imposed by law or otherwise relating to the services provided by Club-Up under this agreement are excluded.
- 6.3 To the extent permitted by law, Club-Up will not be liable for any special, indirect or consequential loss or damage (including personal injury), loss of profit or opportunity arising out of or in connection with the Services provided to you, including as a result of not being able to obtain employees, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 6.4 To the maximum extent permitted by law, the aggregate liability of Club-Up under or in relation to this agreement (including indemnities) arising out of all or any act, omission or event or series of related acts, omissions or events will not exceed the dollar value of the Services provided to you and which directly led to Club-Up' liability arising.

- 6.5 You agree to defend, indemnify and hold harmless Club-Up, its subsidiaries, affiliates, licensors, employees, agents and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable legal fees) arising out of or related to any claims, including negligence, made by third parties against Club-Up arising out of your use of Club-Up' facilitation services and the employment of Candidates, your breach or alleged breach of the terms of this agreement or of any representation or warranty contained in this agreement.
- 6.6 You agree that Club-Up is not responsible for any reviews posted by Candidates on Club-Up's website or any other website or social media account and is not liable for any loss and damage you suffer as the result of a negative review. If you have an issue with any review please email the system administrator at info@clubup.com.au

7. General

- 7.1 A notice given under this agreement must be in writing and sent to Club-Up at the address specified at the beginning of this agreement or to Employer at the address on Club-Up' register. A notice is deemed to be received:
- (a) if sent by hand, when delivered to the addressee;
 - (b) if by post, 7 business days from and including the date of postage, on delivery to the addressee; or
 - (c) if by email, on receipt by the sender of read receipt.
- If the delivery or receipt is on a day which is not a business day or is after 5:00pm (addressee's time) it is deemed to be received at 9:00am on the following business day.
- 7.2 This agreement is governed by the laws of New South Wales and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales.
- 7.3 If part or all of any of this agreement is illegal or unenforceable it will be severed from this agreement and will not affect the continued operation of the remaining provisions of this agreement.
- 7.4 This agreement can only be amended, supplemented or waived in writing signed, by both parties. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this agreement.
- 7.5 If the terms of this agreement are inconsistent with any other agreements entered into between the parties, such as the Website Terms of Use [HERE](#) the terms of this agreement will prevail.

