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# Terms & Conditions of Use

## Introduction

Welcome to Availery.

This website at [www.availery.com](http://www.availery.com) is owned and operated by Availery Pty Ltd (613 376 926). Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy, govern Availery Pty Ltd's relationship with you in connection with this website. Should you not agree with any of these terms and conditions, please do not use our website.

The term 'Availery Pty Ltd' or 'us' or 'our' or 'we' refers to Availery Pty Ltd, the owner of the website, whose ABN is 613 376 926, based in New South Wales. The term 'you' or 'your' refers to the website user. 'People' users refers to independent persons using this platform to find work as either employees, contractors, consultants or casual staff. 'Client' or 'Project' users refers to employer companies, business, legal entites using this site to find and engage workers for projects.

Your use of this website is subject to the following terms and conditions.

## Content & Cookies

1. The content of this website is for your general information use only. It is subject to change and modification, of immediate effect, without prior notice.
2. This website uses cookies to monitor browsing preferences. If you allow cookies to be used, the following personal information may be stored by us for use by us, our clients, users or other third parties: names, contact details, employment history, skills, qualifications, sought rates, security clearances, referees. You can disable your cookie settings in your own browser.

## Site Purpose, Authenticity & Behaviour

3. You agree to represent yourself, your skills, your experience, your services, opportunities and offerings authentically, without intent to deceive or mislead in any way.
4. You agree to use the site for our intended purpose of connecting people with projects directly, and will not use the information for commercial purposes such as, but not limited to, representing

resources to third parties, marketing alternate services, data mining, screen scraping, lead generation, becoming an intermediary to onsell any service or offering on this site. You will not use Availery for any purpose that is unlawful or prohibited by any law or these terms and conditions.

5. You will not use Availery for any purpose that we believe, at our sole discretion, is unlawful, malicious, dishonest, or done with intent to harm, deceive, harass, solicit or otherwise inconvenience any direct or third party user of the site. This includes, but is not limited to, infringing copyrights, spreading computer viruses, spamming, obtaining confidential information, circumventing probity, or actions that may disrupt or harm the reputation, service or platform of us or any users or third party of the site in any way.
6. Availery is an online booking platform for: businesses who use SAP, SAP System Integration firms, software companies or businesses who provide consulting services around SAP to source consultants for their direct use and benefit.
7. Availery is not to be used for businesses who intend to source consultants for on-selling, labour-hire, to represent through recruitment agency models or other forms of third-party intermediaries, including those looking to on-bill consultants at margin or bill referral services unless you are a registered SAP Partner.
8. To protect the genuine users of the platform, entities found to have registered with Availery and considered to be acting in any manner outlined in Clauses 4, 5 or 7 will be considered in breach of both the direct engagement spirit of the platform, as well as these express terms and conditions, and will be subject to damages.

### **Site Security**

9. You will not, and will not attempt to, extract, obtain, decompile, download or disassemble the front-end, back-end or source code of Availery, probe our infrastructure, forge any TCP/IP packet header, or otherwise act in any way that may disrupt, harm or jeopardise Availery or any of our users.
10. You will not, and will not attempt to, access, hack, share, export, extract, obtain or view any information contained or hosted by Availery in any manner other than intended use. This includes information in any onsite and offsite database, encrypted and/or hosted on servers or datacentres.
11. You agree to keep your username and password secure, and remain responsible and accountable for activity performed when logged in. You may reset your password at any time. You agree to inform Availery of any unauthorised, or suspected unauthorised, use of your account.
12. Availery can not guarantee that files available on the site for viewing or download are not free of malicious software or viruses and recommends always using trusted anti-virus protection software.

### **Warranties & Guarantees**

13. Using this site does not make you an employee, partner, joint venture, agent, representative, spokesperson, shareholder, contractor, worker or colleague of Availery in any way. Availery is an independent contractor. The People users of this site are independent. The Project users of this site are independent.

14. Availery does not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
15. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
16. Availery does not guarantee availability or engagement of employment to People users of this site. Project employers are free to advertise and engage people to work on projects at their own discretion.
17. Availery does not guarantee availability or engagement of people users to project users of this site. People users are free to accept or decline work on projects at their own discretion.

### **Copyrights, Intellectual Property & Trademarks**

18. This website contains material which is owned by, or licensed to, us. This material includes, but is not limited to, the content, design, images, layout, appearance, look and graphics of the website. Any reproduction, distribution, transmission, broadcast, display, upload or other unauthorised sharing of the website's material is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
19. All trademarks reproduced in this website, which are not the property of, or licensed to us, are acknowledged on the website.
20. Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

### **Third-Parties & Links**

21. This website may include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information and recourse for your own research. You acknowledge that they are used at your own risk. Links are not an endorsement or recommendation of other websites. We have no control over the nature, content and availability of those websites and will not be liable for any damages or loss resulting from any information or service provided by any third party.
22. This website does not endorse, condone or in any way recommend users or third parties of this site, and is not responsible for their information, content, actions or behaviour, as represented either here or on other sites accessed through Availery or linked to either us or them in any way.

## **Indemnity & Limit of Liability**

23. You indemnify Availery and all our directors, employees and representatives from and against all damages, losses, claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.
24. In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website.
25. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues including those beyond our control; including, but not limited to, power outages, network speed, data centre availability, hosting, connection issues or other digital interference in delivery of service.

## **Commercials of site**

26. Independent consultants may be required to sign up with Availery's third party payroll and contract manager provider. This relationship and the terms are independent and in addition to your acceptance of these terms with Availery.
27. Employer users and consultant users agree that when engaging consultants through the site, or accepting Project work through the site: each party will agree scope of work, rates, durations, delivery basis, site location and other parameters relating to the project. This information is used to craft the contracts and forms the basis of your agreement.
28. Registration on the site is free for all users. Availery charges an Engagement Fee when there is an active contract engagement or permanent placement.
29. Availery only charges a Engagement Fee when there is an active contract engagement or permanent placement. The Engagement Fee on contractors is 18% of a consultants daily rate, which provides complete compliance and coverage for: all state payroll taxes, professional indemnity insurance, public liability insurance, workers compensation, timesheet admin, billing/invoice and contractor care and management. Consultants joining you as permanent employees are referred at a one-off flat Engagement Fee of \$7k, less if they are converting to employment from an active contract with you.

## **General Provisions**

30. Your use of this website and any dispute arising out of your use of it is subject to the laws of New South Wales, Australia.
31. Availery may, at our sole discretion, suspend or terminate your membership of this site if we believe you have breached any of the terms and conditions outlined here.
32. You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.

33. These terms and conditions do not relate to your use of any product or service described on our website unless otherwise agreed. You must refer to the individual contracts and warranty relevant to any particular product or service.
34. These terms and conditions may be amended from time to time. Your continued use of our website following any such amendments will be deemed to be confirmation that you accept those amendments.

## The AVAILERY® team

Grow More Than Just Business & Careers



#Recruitment:Disrupted  
#Resourcing:Reinvented  
#DigitalDisruption  
#GreenDisruption

