

TERMS OF USE **RESOLVE RECRUIT**

RESOLVE

**REGROUP
REBUILD
REFRESH
RESHAPE
RESPECT
RETHINK
RESTART
REVISIT
REALIGN
REGROUP
REMODEL
RESOLVE**

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TERMS OF USE

Summary

- This is a Resolve Recruit website, accessible at www.resolve-recruit.com.au.
- Your use of this website is governed by these Terms of Use and the associated [Privacy Policy](#), which you are deemed to accept each time you use this website.
- Please read these Terms of Use carefully before you start to use our site, as they will apply to your use of our website.

1. Resolve Recruit's Terms of Use

- 1.1 In these Terms & Conditions ("Terms of Use"), "we", "our" or "us" means Resolve Recruit Pty Ltd (ABN 53 675 169 936).
- 1.2 "Resolve Recruit" refers to all companies connected with us. A company is connected with us if it is:
 - a subsidiary or holding company of ours;
 - controlled by the same person(s) who control us or our holding company;
 - a subsidiary or holding company of any company in (a) or (b) above; or
 - in the same group as any company under (a), (b) or (c) above.
- 1.3 "Subsidiary" and "holding company" shall be as defined as a 'related body corporate' in the Corporations Act 2001 (the Act).
- 1.4 The term "control" shall have the same meaning as defined in Section 50AA of the Act. Two companies are in the same group if they share the same ultimate holding company.

2. About us

- 2.1 Resolve Recruit is a recruitment agency. This page (together with any documents referred to on it) informs the customer ("you/your") the Terms of Use on which Resolve Recruit will supply to you the services ("Service/s") listed on our website www.resolve-recruit.com.au (the Site).

3. Acceptance

- 3.1 The Services are owned and operated by Resolve Recruit.
- 3.2 Your access and use of our Service is conditional upon your acceptance and compliance with our Terms of Use.
- 3.3 You should read these Terms of Use thoroughly before using our Service.
- 3.4 By accessing and using the Service, you agree to and are bound by these Terms of Use, and your use of the Service constitutes agreement to the Terms of Use.

4. Capacity

- 4.1 Our Service and their availability for sale are limited to individuals who can make legally binding contracts. The Service is not available to persons under the age of 18 years old and any other persons who are prohibited from entering into legally binding contracts.



5. Disclaimer and limitation of liability

- 5.1 The following paragraphs exclude or limit our liability for your use of our Site, to the extent the law permits.
- 5.2 While we have taken reasonable steps to ensure the accuracy, currency, availability, and completeness of the information contained on our website, the information is provided in good faith and on an “as is” and “as available” basis, and we do not make any representation or warranty of any kind, whether express or implied, regarding the reliability of the information.
- 5.3 We do not represent or warrant that our Site will be available at all times, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted, or that no damage will occur to your computer system.
- 5.4 You must take your own precautions to ensure that the process which you employ for accessing our Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system or any other computer system.
- 5.5 Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information you transmit to us. Accordingly, any information which you transmit to us is done so at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.
- 5.6 The collection, use and disclosure of your personal information is also subject to our [Privacy Policy](#).
- 5.7 We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of, attempted use of, or inability to use our Site, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through our website.
- 5.8 To the extent permitted by law, our total aggregate liability in connection with these Terms of Use is limited, at our option, to:
 - a. supplying the relevant Services again; or
 - b. the cost of supplying the relevant Services again, and;
 - c. in any event, will not exceed the fees paid by you to us under the relevant service.

6. Transfer of rights and obligations

- 6.1 These Terms of Use are binding on you and us and on our respective successors and assignees.
- 6.2 You may not transfer, assign, charge or otherwise dispose of your rights or liabilities under these Terms of Use, or any of your rights or obligations arising under it, without our prior written consent.
- 6.3 We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these Terms of Use, at any time without your prior consent.

7. Intellectual property rights

- 7.1 We are the owner or the licensee of all intellectual property rights in our site, whether registered or unregistered, and in the material published on it. These works are protected by copyright laws and all such rights are reserved.
- 7.2 You may print off one copy, and may download extracts, of any pages from our site for your personal reference. You must not use any part of our copyright materials for commercial purposes without first obtaining a licence to do so from us and our licensors.
- 7.3 If you post comments on the Services to any website, blog or social media network (Commentary) you must ensure that such Commentary represents your fairly-held opinions. By subscribing to the Services you irrevocably authorise us to quote from your Commentary on our site and in any advertising or social media outlets which we may create or contribute to.



8. Events outside our control

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").
- 8.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- strikes, lock-outs or other industrial action;
 - civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - impossibility of the use of public or private telecommunications networks;
 - epidemic, pandemic or other health emergency (whether declared or not); and
 - the acts, decrees, legislation, regulations or restrictions of any government.
- 8.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

9. Our right to vary these Terms and Conditions

- 9.1 We reserve the right to amend the Terms of Use at any time without notice to you.
- 9.2 We constantly review our Terms of Use and update accordingly. It is our right to vary them by publishing them on our Service, and revisions will be reflected in these Terms of Use.
- 9.3 You agree that by doing this we have provided you with sufficient notice of the variation, and that it is your responsibility to review these Terms of Use regularly.
- 9.4 Lack of knowledge of these Terms of Use shall not constitute a lack of agreement to them on your part.

10. General

- 10.1 These Terms of Use contain the entire understanding between the parties concerning the subject matter of these Terms of Use and supersedes all prior communications.
- 10.2 Each party acknowledges that, in entering into these Terms of Use, neither party relies on any representation or warranty (whether made innocently or negligently) that is not set out in these Terms of Use.
- 10.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- 10.4 Nothing in this clause limits or excludes any liability for fraud.
- 10.5 Our failure to enforce any provision under these Terms of Use will not waive our right thereafter to enforce any such provisions.
- 10.6 If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract shall not be affected and shall be read as if that part had been severed.
- 10.7 The laws of the Australian Capital Territory shall apply to the Contract. The courts of the Australian Capital Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.

This Terms of Use agreement governs your access to and use of Resolve Recruit's website and services. It is provided for informational purposes only, and we do not warrant the completeness, accuracy, or reliability of the information contained herein. This agreement does not apply to external websites not owned or managed by us, or to third-party platforms accessible through our website.

We reserve the right to modify these Terms at any time. Changes will take effect immediately upon their posting on the website. Your continued use of our services after such modifications will constitute your acknowledgment and acceptance of the amended Terms.

Notifications of significant changes to these Terms will be sent via email or prominently displayed on our website. By using our services, you agree to be bound by these Terms of Use.

For questions or concerns about our Terms, please contact us directly.

Liability limited by a scheme approved under Professional Standards Legislation.

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