

# Relationship Agreement to Provide Services During the 2017 Financial Year



## 1.0 DETAILS OF THE PARTIES: OUR PROVIDER | SUPPLIER DETAILS

<b>Authorised Person</b>	Tarran Deane	<b>Our Company</b>	Corporate Cinderella Pty Ltd ABN: 60 154 906 055
<b>Role</b>	CEO Director	<b>Our Programs</b>	Tarran Deane Education Organisational Change Consultants Executive Clique
<b>Other Functions</b>	Leadership Keynote Speaker   MC   Principal Educator   Change Management Consultant   Executive Coach		Executive Coaching - 4 Levels Signature 7 Leadership Framework Career Transitions SpeakerSHIP Retreats LeaderSHIP Retreats
<b>Address</b>	PO Box 3962 Burleigh Heads Qld 4220 AUSTRALIA	<b>Email:</b> <i>(please whitelist the following emails)</i>	<a href="mailto:ceo@tarrandeane.com">ceo@tarrandeane.com</a> <a href="mailto:learn@tarrandeane.com">learn@tarrandeane.com</a> <a href="mailto:accounts@corporatetcinderella.com.au">accounts@corporatetcinderella.com.au</a>
<b>Domestic Travel Arrangements (if App)</b>	Gold Coast Coolangatta Airport, Queensland	> Ground Transfers: Domestic	to and from Airports or airport short stay may be relevant
<b>International Travel Arrangements (if App)</b>	Brisbane International Airport, Qld	> Ground Transfers: International	to and from Airports or airport long stay may be relevant

## 1.2 DETAILS OF THE PARTIES: YOUR BUSINESS DETAILS as OUR FABULOUS CLIENT

<b>Business Name &amp; ABN</b>		<b>Your Name</b>	
<b>Company Name (if Different)</b>		<b>Your Role</b>	
<b>Website</b>		<b>Your email</b>	
<b>Primary Phone</b>		<b>Your Mobile or Direct Line</b>	
<b>Second Number</b>		<b>Skype Contact Info</b>	
<b>Postal Address</b>	Line 1: Line 2: Suburb: Country:	<b>Postcode / Zip:</b>	
<b>Physical Office Address</b>	Line 1: Line 2: Suburb: Country:	<b>Postcode / Zip:</b>	
<b>Are you the authorised Decision-Maker able to sign on behalf of the business?</b>	<ul style="list-style-type: none"> <li>• YES</li> <li>• NO</li> </ul>	<b>If 'no' that Person is &gt;&gt;&gt;</b>	

RECENT CLIENTS INCLUDE



Tarran Deane's 43,000 hours in Leadership delivers heart centred business acumen that achieves KPIs, places value on people's lives and positions her to have real conversations that build trust, unite teams & challenge the status quo. It's what gives her a unique edge, from the platform to the boardroom...

## 2.0 AGREEMENT FRAMEWORK

- 2.1 These Terms and Conditions together with the Appendices constitute the Agreement (“this Agreement”) between Corporate Cinderella Pty Ltd (ACN 154 906 055) (“Corporate Cinderella”), and <your company> (“the Client”) and the person named as the Corporate Cinderella Educator (“Educator”) or Client Nominated Person (if any) (“the Nominated Person”).
- 2.2 This Agreement replaces any and all prior agreements between Corporate Cinderella and the Client (whether written or verbal) and all prior statements or promises by Corporate Cinderella staff.
- 2.3 This Agreement is for the delivery and provision of education and training (“Training”) services on a standalone basis (“Assignments”) or on an Annual Retainer basis (“Events”), Consulting (“Consulting”) or Executive Coaching (“Coaching”) during the 2017 financial year, being July 1, 2016 to June 30, 2017

## 3.0 Corporate Cinderella’s Obligations

- 3.1 Corporate Cinderella is not obliged to accept any stand alone assignment or expression of interest for an Annual Program, Consulting Engagement or Executive Coaching Program

### UNAVAILABILITY OF EDUCATOR

- 3.2 If Corporate Cinderella’s nominated Educator is unable to deliver an Assignment or an Event due to illness, medical emergency or an unforeseen occurrence, and notifies Corporate Cinderella no less than 24 hours prior to the scheduled start time, Corporate Cinderella reserves the right to supply an available, trusted and suitably qualified substitute Educator, to minimise disruption of our service to you the Client and advise you as soon as reasonably possible of the change. Should none be available we will work with you to reschedule within 21 days
- 3.3 If Corporate Cinderella’s nominated Educator is unable to deliver an Assignment or an Event and we receive less than 24 hours notice, Corporate Cinderella will advise you as soon as possible through agreed communication channels, noting we reserve the right to supply an available, trusted and suitably qualified substitute Educator. Should none be available we will work with you to reschedule within 21 days

### COMPETENCY

- 3.4 Corporate Cinderella acknowledges that it has the skills and resources required to provide services in a professional, competent and timely manner

### PRIVACY

- 3.5 Corporate Cinderella agrees not to disclose any information about your Company and its’ clients to any person, other than our staff in the normal conduct of business operations, support and briefings, using our cloud and local data storage, unless such information is public knowledge and where you have willingly supplied referrals or testimonials in logo, picture, video, verbal or video form.

### INTELLECTUAL PROPERTY

- 3.6 Corporate Cinderella acknowledges that your company may use proprietary or licensed software. In such a case, Corporate Cinderella agrees not to breach the terms of the relevant License Agreement.
- 3.7 Corporate Cinderella acknowledges that any inventions, discoveries, processes and improvements made or recommended by us during the provision of services to the client remain the property of Corporate Cinderella.

### CONTINUOUS IMPROVEMENT & COMPLAINTS

- 3.8 In the event that the client is dissatisfied with the services provided by Corporate Cinderella or our Nominated Educator, Corporate Cinderella and the client will work together to ensure a suitable outcome is reached.

### INSURANCES AND INDEMNITY

- 3.9 The Client agrees to indemnify Corporate Cinderella for any loss, damage or liability incurred by Corporate Cinderella through any act or omission of the nominated educator, its’ staff, agents, employees or contractors, whether such an act or omission occurs during or after termination of this Agreement

**COMMERCIAL INTEGRITY**

- 3.10 Corporate Cinderella's nominated Educator shall not give advice outside the scope of their contractual purpose, pre, mid or post any engagement with any client, unless the Corporate Cinderella CEO has authorised it at her sole discretion.
- 3.11 Corporate Cinderella may act on feedback received and provide the Client with a Proposal(s) for additional support mechanisms to assist the organisation meet its' objectives. Such Proposals may include the provision of executive coaching, change management consulting, strategic and operational planning retreats, training topics, employee assistance programs, awards and recognition opportunities
- 3.12 Corporate Cinderella shall be informed by her nominated Educator within 3 working days of any requests made by the Client for additional services or support. In the first instance we shall acknowledge the request via one of our agreed methods, and agree on a timeframe for further responses

**REFERRALS AND RECOGNITION**

- 3.13 Corporate Cinderella may from time to time recommend the Clients services to 3rd parties in the Corporate Cinderella network. Corporate Cinderella is happy to do so where there is a good fit.
- 3.14 From time to time Corporate Cinderella may recommend to the Client products and services including technology, apps, software and professional services such as employee assistance programs, rewards programs, and more. At such time it is reasonable to expect Corporate Cinderella may receive an Affiliate Commission from strategic partners by way of appreciation.

**CONFLICT OF INTEREST**

- 3.15 If approached by a Clients employee, Corporate Cinderella shall not offer any of the Client's employees, contract or employment opportunities within 1 year from the mutually executed Corporate Cinderella Relationship Agreement, respecting the privacy of all parties.
- 3.16 Corporate Cinderella shall inform the Client of any conflict or potential conflict of interest between it and Corporate Cinderella or one of our Nominated Educators, or an existing client of Corporate Cinderella's, as and when we become aware of it.
- 3.17 Corporate Cinderella shall inform the Client if we become aware of the real or perceived misconduct of a Client's Employee that exposes the Client or Corporate Cinderella to physical, financial, culture, occupational or brand risk

**4.0 Your Company (the Client) Obligations**

**CONSIDERATION, FEES AND PAYMENTS**

- 4.1 The Client will consider Corporate Cinderella for selection to provide services to its organisation on a per assignment basis, and/or an Annual Education Package Program. There is no obligation for the Client to make a minimum number of selections unless the Client has selected a high value Annual Package Option, where four, five or six training programs are bulk purchased to receive a discount and additional value.
- 4.2 The Client agrees to pay to Corporate Cinderella fees as set out for the provision of services in either of the relevant Appendices: Appendix 1 The Executive Coaching Value Table , Appendix 2 "Course Directory Overview and the Annual Proposal Table", or emerging invoices as they are raised during the 12 month period.
- 4.3 The Client will pay Corporate Cinderella's invoices in accordance with the various Program Terms including: Stand Alone Assignments being 50% deposit, balance of 50% evening prior to delivery, so as to be in our account the day of delivery; Annual Programs 50% on Signing of the Relationship Agreement, balance within 45 days and no later than 48 hours prior to the first engagement, whichever comes first.
- 4.4 The Client will receive a further 2.5% discount, unless otherwise stated, on all 100% payments on signing of the Relationship Agreement, provided the Relationship Agreement is executed within 7 days of the verbal agreement and payment terms honoured. Corporate Cinderella invoices will be issued showing the Stand Alone Assignment Rate (or Annual Package Rate) and will note the 2.5% saving within the comments if the Client elects to pay 100%

<b>POST-PONEMENTS, CANCELLATIONS</b>	
4.5	In the event that the Client <i>postpones</i> an ASSIGNMENT prior to its commencement due to unforeseen pressure in the workplace, the client will endeavour to provide Corporate Cinderella with at least 7 days notice of such postponement. The Client must make every effort to reschedule the event within 21 days, noting that the Corporate Cinderella Educator available to deliver the rescheduled Program may be different due to pre-existing commitments. Only ONE postponement is considered reasonable within a 6 month period, and no postponements will be carried into a new financial year.
4.6	If the Client completely wishes to <i>cancel</i> a Standalone ASSIGNMENT prior to its commencement, the Client will provide Corporate Cinderella with at least 28 days notice of such cancellation. Cancellation of Stand Alone Assignments with 28-14 days prior to commencement attract a 50% administration fee. If third party charges have been incurred on behalf of the Client including venue hire, these costs will also be sought from the Client. Cancellations with less than 14 days notice will forfeit all paid fees and reimbursement of any third party outlays.
4.7	The Client acknowledges Corporate Cinderella ANNUAL Education Packages and Executive Coaching Programs, and parts thereof, are not eligible for refunds given the exchange of intellectual property, and significant value-adds, irrespective of whether they have been utilised. Should the Client seek to reschedule the Education Event, Corporate Cinderella will work with the Client to identify a suitable alternative date and time.
<b>SAFETY &amp; WELLBEING OF CLIENT PARTICIPANTS &amp; CORPORATE CINDERELLA</b>	
4.9	If the Client is hosting the Assignment or Event(s) on their property or hiring a venue, the Client agrees to ensure the suitability of the venue for easy ground floor access or via a lift, ambient room temperature; noise, dust, fumes, vapours are adequately controlled or eliminated; stressful interruptions are kept to a minimum; lighting levels are adequate for the tasks to be performed; space within the room is sufficient for the group size and activities; mobiles, cell phone and electronic devices etiquette are honoured and safety exits are maintained clear at all times. Should any of these safety elements be absent our Corporate Cinderella nominated Educator reserves the right to halt or pause the training and contact Corporate Cinderella Head Office for determination on whether to continue with the training, due to concerns for the learners and the Educator.
4.9	The Client acknowledges the importance of creating an emotionally and physically safe working environment for internal and external customers, strategic partners and suppliers through honouring diversity, inclusion and engagement, demonstrating professional behaviours, warm interpersonal skills and respecting each others Values in every instance.
<b>TECHNOLOGY</b>	
4.10	If the Client is providing the technology, the Client agrees to ensure that all laptops - mac or windows, audio visual including projectors, carry the latest software applications, with full antivirus protection. Corporate Cinderella will provide an AV Checklist upon request, if the Client is organising the venue.
<b>INTELLECTUAL PROPERTY &amp; COPYRIGHT</b>	
4.11	The Client acknowledges that any inventions, discoveries, processes and improvements made by our Educator as a result of the provision of services to a client, remain the property of the Client and Corporate Cinderella and when used within the Client Company, should duly credit Corporate Cinderella Tarran Deane Education..
4.12	The Client acknowledges that the materials provided during any of the Corporate Cinderella Assignments or Events are the commercial property of Corporate Cinderella and cannot be photocopied or reproduced for circulation by the Client or his subsidiaries, to individuals who were not in attendance at the Assignments or Events, whether or not maximum participant numbers were reached.
4.13	The Client acknowledges that all employees or contractors, motor vehicle licenses, vehicle registrations and insurances are current if requiring them to attend our Assignments and Events away from the Clients workplaces.

<b>5.0</b>	<b>The Client Nominated Person</b>
5.1	The Nominated Person (if any) acknowledges that all clauses shall apply to him or her as if he/she was the Client. The Nominated Person has delegated authority from the Client to liaise with Corporate Cinderella throughout the duration of the Relationship Agreement, make decisions and incur expenditure as appropriate for the express purpose of implementation of the nominated or emerging programs.
<b>6.0</b>	<b>Termination</b>
6.1	Corporate Cinderella or the Client may terminate this Annual Relationship Agreement at the 30th June 2017, by advising in writing a minimum of 28 days prior of their intention to do so.
<b>7.0</b>	<b>General</b>
7.1	The Client acknowledges that as an independent 3rd party supplier Corporate Cinderella has no entitlement to annual, sick, long service or any other type of leave.
7.2	If any provision of this Agreement is deemed to be wholly or partly invalid or unenforceable, the provision or part must, to that extent, be treated as deleted from this Agreement. This does not in any way affect the validity of the remaining provisions.
7.3	No variation of this Agreement shall have effect unless it is in writing and signed by both parties
7.4	The Client and Corporate Cinderella agree that any communication between them may occur by post, telephone, social media, messenger, Skype or email.
7.5	This Corporate Cinderella Relationship Agreement (CCRA) v 2.0 is effective 1st July 2016. Non-executed RACC copies are subject to change without notice. Please confirm with Corporate Cinderella Pty Ltd you have our latest version of the Corporate Cinderella Relationship Agreement prior to executing.

## 8.0 EXECUTION OF RELATIONSHIP AGREEMENT

Signed by or on behalf of <b>THE CLIENT</b> in the presence of a witness:	(name – please print)
	(signature)
	(witness’ name – please print)
	(witness’ signature)
	<b>Dated:</b> .....

Signed by or on behalf of <b>THE NOMINATED PERSON</b> in the presence of a witness:	(name – please print)
	(signature)
	(witness’ name – please print)
	(witness’ signature)
	<b>Dated:</b> .....

Signed by or on behalf of <b>CORPORATE CINDERELLA PTY LTD</b> by its duly authorised representative:	Tarran Deane
	(name – please print)
	(signature)
	(witness’ name – please print)
	(witness’ signature)
<b>Date:</b> .....	