



REFERRAL AGREEMENT

Date:	
--------------	--

This Referral Agreement is made between: (fill all applicable)

Name:	
Business name:	
Contact details:	
Website URL:	
ABN:	

And Zenbird Words:

Name:	Elizabeth Bond
Business name:	Zenbird Words
Contact details:	elizabeth@zenbirdwords.com.au (+61) 0422 058 578
Website URL:	www.zenbirdwords.com.au
ABN:	51 672 782 776

1. Definitions

- a. **Agreement** means this agreement
- b. **Confidential Information** means all information relating to the Referrer and the Referrer's Clients, including (but not limited to) all information relating to this relationship, technology, software, hardware, specifications, know-how, techniques, business practices, financial affairs, documentation, instructions, employees, customers, suppliers, marketing, intellectual property and all information imparted by the business that is not in the public domain and is reasonably regarded by the business as confidential

- c. **Client** means the Client for whom the assignment is being undertaken
- d. **Services** means the work to be performed by the Recipient named in this Agreement
- e. **Term** means the period of time that this Agreement is in place
- f. **Termination** means the cessation of this Agreement by either party in writing

2. Background

- a. Your name ("the Referrer") will refer potential clients to Zenbird Words ("the Recipient")
The parties have agreed that the Recipient will abide by the terms and conditions set out below

3. Offer to engage

- a. The Referrer is not bound to continue to refer Clients to the Recipient
- b. On acceptance of the offer, the terms and conditions set out in this Agreement will govern the assignment subject to the conditions of the assignment

4. Nature of the relationship

- a. The Recipient agrees that they undertake work for other parties and not solely for the Referrer
- b. The Recipient's appointment with respect to referrals is not exclusive, and the Recipient acknowledges that the Referrer may from time to time refer work to other businesses
- c. Nothing contained or implied in this Agreement will create the relationship of employer and employee or principal and agent between the Recipient

and the Referrer, and the Recipient acknowledges it is not a worker or deemed worker of the Referrer for the purposes of the any legislation pertaining to workers' compensation

- d. The Recipient agrees to indemnify and hold the Referrer harmless from any claims or liability arising from the Recipient's work as a result of this Agreement
- e. The Recipient acknowledges that all work presented to the Client will be branded as their own

5. Performance of Services

On receiving a referral, the Recipient is fully responsible for the ongoing relationship with the Client.

6. Referrer's guarantees and responsibilities

The Referrer agrees to provide the Recipient with the following Client details (where available):

- a. Full name of Client
- b. Company name
- c. Contact number
- d. Email address
- e. Job outline
- f. Background notes

7. Recipient's guarantees and responsibilities

The Recipient agrees to:

- a. Inform the Referrer immediately if they are not able to take on the Client for whatever reason

- b. Keep track of each Client referred on a Google spreadsheet or other method made available by the Referrer
- c. Inform the Referrer if any major issues arise
- d. Guarantee that it possesses all qualifications and skills appropriate for the provision of the Services
- e. Declare any conflict of interest (or potential conflict of interest) to the Referrer before commencing each assignment
- f. Contact Clients, without being required to copy the Referrer in on any correspondence
- g. Be responsible for negotiating the scope of the work and the cost directly with the Client

8. Confidential information

- a. The Recipient agrees not to use or disclose any confidential information to any third party, including any contractual or financial agreements they have with the Referrer
- b. The Recipient's obligations in relation to confidential information shall survive after the termination of this Agreement

9. Payment

The Recipient agrees to

- a. Pay the Referrer 10% of the agreed Client price (+GST if applicable) for the first job, of one of the two main offers (VIP Copy Day and VIP Intensive) after which further payment is not required for that client
- b. Pay the 10% commission within 7 days of receiving payment from the Client
- c. NB If the Referrer books an Hour of Power consultation session there is no fee payable.

- d. NB If the Referrer books a no-obligation Discovery Call, which results in them becoming a Client within 30 days, the referral fee will be paid.

10. Termination

The Referrer may terminate the Agreement without notice when:

- a. the Referrer no longer wishes to refer Clients to the Recipient; or
- b. The Recipient commits any act of dishonesty; or
- c. The Recipient fails to observe or perform any of the terms of this Agreement; or
- d. The Recipient commits any breach of any provision in this Agreement relating to confidential information.

11. Entire Agreement

This Agreement contains the entire agreement of the parties, and supersedes any and all previous representations, warranties, undertakings and agreements.

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. Governing law and jurisdiction

The applicable law to the Agreement and to disputes arising out of the subject matter of the Agreement is the law of the State of NSW, Australia.



14. Execution

I hereby acknowledge that I have read and understood these terms and conditions, and agree to be legally bound by them in their entirety.

SIGNED for and on behalf of THE REFERRER'S NAME by:

Print name

Signature

Date

SIGNED for and on behalf of Zenbird Words by:

Print name

Signature

Date