

BUSINESS ADVISORY PANEL

Term and conditions



1. Introduction

- 1.1 The City of Port Adelaide Enfield is committed to supporting local businesses, big and small, to grow, innovate and succeed.
- 1.2 The Business Advisory Panel (the Service) is an initiative of Council that seeks to put businesses and aspiring entrepreneurs located within the City of Port Adelaide Enfield (the Client) in touch with one or more Advisors in a variety of fields for the purpose of receiving up to 2 hours advice free of charge from one or more Advisors.
- 1.3 Advisors and Clients agree that their participation will be subject to these terms and conditions.

2. Eligibility

- 2.1 To be eligible for the Service, the Client must:
 - 2.1.1 Live in the City of Port Adelaide Enfield; or
 - 2.1.2 Own or operate a business within the City of Port Adelaide Enfield; and
 - 2.1.3 Not have already used the Service within the current financial year.

3. Advisors and Clients Code of Conduct

- 3.1 Advisors are expected to provide advice, guidance and support to Clients in a respectful and professional manner.
- 3.2 Clients are expected to be open to learning and actively engage with their Advisor/s.
- 3.3 Discrimination, harassment, or any form of inappropriate behaviour will not be tolerated and may result in the forfeiting of the sessions with the Service.

4. Confidentiality

- 4.1 Advisors and Clients will respect each other's privacy and confidentiality throughout their relationship.
- 4.2 Sharing of sensitive personal information is discouraged and participants should use discretion when discussing personal matters.
- 4.3 Any personal information of Advisors and Clients collected by Council will be handled in accordance with Council's Privacy Policy.
- 4.4 Advisors and Clients will keep confidential all business information, suggestions, advice and guidance provided by one to the other during their meetings save to the extent that any such information is in the public domain (other than as a result of a breach of this condition) or to the extent required to be disclosed by law.

5. Terms of Service

- 5.1 The Client agrees to a phone call from Council's Economic Development team to discuss their application in order to identify the best suited Advisor.
- 5.2 If eligible, the Client shall be entitled to receive up to a maximum of 2 hours business advice, free of charge, from one or more Advisors participating in the Service at any time or times mutually acceptable to the Advisor(s) and Client(s) during the current financial year that the application is received.
- 5.3 Advisory sessions shall be a minimum of 1-hour duration.
- 5.4 It is the responsibility of the Client to contact the Advisor to arrange for mutually acceptable methods and times for sessions.
- 5.5 Advisory sessions may be held in person, via video calls (e.g. Teams or Zoom), or telephone.
- 5.6 The Client is required to complete their allocated consultation sessions within 3 months of the referral date.

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- 5.7 If the Client does not attend an arranged session within 15 minutes of the agreed start time, then the Advisor is entitled to cancel that session (and that session, notwithstanding its cancellation, shall be applied towards the Client's 2-hour entitlement under the Service save where otherwise agreed by Council at its sole discretion).
- 5.8 To cancel or re-schedule an arranged session, notification of 24 hours before the arranged session must be given to the Advisor. If this does not occur, the Advisor is entitled to cancel that session as per dot point 5.7.
- 6. Feedback and Evaluation**
- 6.1 The Client agrees to provide feedback on any Advisor and the Service at the conclusion of the session(s).
- 7. Liability**
- 7.1 The Client shall not at any time be obliged to act on any information, suggestion, advice or guidance given by an Advisor but, if and to the extent the Client does, the Client does so at their own risk.
- 7.2 The Client acknowledges that any service provided by an Advisor is provided free of charge to the Client and in good faith.
- 7.3 No Advisor nor Council will be liable to the Client for any direct, indirect or consequential loss, damage, cost or liabilities suffered as a result of any advice provided as part of the Service.
- 7.4 The Client indemnifies and will keep the Council and/or Advisor indemnified against any claim, demand, action suit or proceedings arising from any direct, indirect or consequential loss, damage, cost or liabilities suffered as a result of any information, suggestion, advice or guidance given by an Advisor.
- 8. Service Changes**
- 8.1 The Council reserves the right to modify or terminate the Service at any time, with or without notice.