

Website Terms of Use

worktheoryco.online · March 2026

These Terms of Use govern your access to and use of the WorkTheory Co. website at worktheoryco.online. Please read them carefully — by using this site, you agree to be bound by these terms.

Last updated: March 2026

1. About WorkTheory Co.

1.1 WorkTheory Co. (**we, us, our**) is a trading name operated by Phillipa Gimmillaro, a sole trader based in Auckland, New Zealand. We provide fractional people strategy, HR advisory, coaching, leadership development, DEI strategy, and related consulting services to New Zealand organisations.

1.2 Our registered contact email is hello@worktheory.co.nz. Our website is located at worktheoryco.online.

2. Application of Terms

2.1 These Website Terms of Use (**Terms**) apply to your use of worktheoryco.online and any associated pages or content (**Website**). By accessing or using the Website:

- (a) you agree to be bound by these Terms; and
- (b) if you are accessing the Website on behalf of another person or organisation, you confirm that you are authorised to agree to these Terms on their behalf and that they are likewise bound.

2.2 If you do not agree to these Terms, please do not use the Website.

3. Changes to These Terms

3.1 We may update these Terms at any time by publishing a revised version on the Website. Changes take effect immediately on publication unless we state otherwise. We encourage you to check this page periodically.

3.2 We may change, suspend, or discontinue any part of the Website at any time and without notice.

4. Your Obligations

4.1 When using the Website, you must:

- (a) provide accurate and complete information in any dealings with us;

(b) not interfere with, damage, or attempt to gain unauthorised access to the Website or its underlying systems;

(c) not use the Website via automated tools, scraping, data-mining, bots, or similar methods without our prior written consent; and

(d) comply with all applicable New Zealand laws and regulations.

4.2 You must obtain our written permission before linking to the Website from another platform or website. Requests may be sent to hello@worktheory.co.nz.

4.3 You indemnify us against all losses, costs (including legal costs on a solicitor and own client basis), claims, or liability we suffer as a direct or indirect result of your breach of these Terms.

5. Website Content

5.1 The Website provides general information about WorkTheory Co. and the services we offer. Content is intended to be informative, not to constitute professional HR, legal, or financial advice. If you need specific advice for your situation, please contact us directly.

5.2 While we take reasonable care to ensure accuracy, we do not warrant that the information on the Website is complete, current, or free from error. We are not liable for any loss arising from your reliance on the Website's content.

5.3 Prices and service descriptions on the Website are indicative and subject to change without notice. All amounts shown are in New Zealand dollars and are exclusive of GST unless otherwise stated.

6. Intellectual Property

6.1 All content on this Website — including text, graphics, logos, branding, images, and overall look and feel — is owned by or licensed to WorkTheory Co. and is protected under New Zealand and international intellectual property laws.

6.2 You must not copy, reproduce, distribute, publish, modify, or create derivative works from any content on this Website without our prior written permission.

6.3 Nothing in these Terms transfers any intellectual property rights to you.

7. Privacy

7.1 We respect your privacy and are committed to protecting your personal information in accordance with the New Zealand Privacy Act 2020.

7.2 Any personal information you provide through this Website is handled in accordance with our Privacy Policy, which is available on the Website and forms part of our overall approach to your data.

8. Third-Party Links

8.1 The Website may contain links to external websites. These links are provided for your convenience only. We do not endorse, control, or accept responsibility for the content, privacy practices, or availability of those sites.

9. Disclaimers

9.1 To the extent permitted by law:

- (a) you use the Website at your own risk;
- (b) the Website is provided on an 'as is' and 'as available' basis without warranties of any kind, whether express or implied; and
- (c) we are not responsible for any loss or damage caused by viruses, technical failures, or interruptions to the Website.

9.2 Nothing in these Terms limits or excludes liability that cannot be excluded under the New Zealand Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other applicable consumer protection legislation.

10. Limitation of Liability

10.1 To the maximum extent permitted by law, our total liability to you in connection with the Website or these Terms — whether in contract, tort (including negligence), equity, breach of statutory duty, or otherwise — is limited to the greater of NZD 100 or the amount actually paid by you to WorkTheory Co. in the three months preceding the event giving rise to the claim. Where no fees have been paid (e.g., general website access), liability is limited to NZD 100.

10.2 We are not liable for any indirect, consequential, special, or punitive loss, including loss of profit, revenue, data, or opportunity.

11. Suspension and Termination

11.1 We may immediately suspend or terminate your access to the Website at any time if we reasonably believe you have breached these Terms or are otherwise causing harm.

11.2 On suspension or termination, you must immediately stop using the Website.

12. General

12.1 **Governing law.** These Terms are governed by the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the New Zealand courts.

12.2 **Waiver.** A failure by us to enforce any provision of these Terms is not a waiver of that provision.

12.3 **Severability.** If any part of these Terms is found to be illegal or unenforceable, that part will be modified to the minimum extent necessary, and the remaining provisions continue in full force.

12.4 **Entire agreement.** These Terms set out the entire agreement between you and us in relation to your use of the Website.

12.5 **Survival.** Clauses 4.3, 6, 9, 10, and 12 survive termination of these Terms.

12.6 **Contact.** For questions about these Terms, contact us at hello@worktheory.co.nz.

How We Work

Relationships

We believe good work is built on genuine connection. We take time to understand the people and organisations we work with and we show up as a real partner.

With People

Inclusion is a core design feature. It is about creating spaces where people feel valued, respected and empowered. Accessibility ensures nothing gets in the way.

For Good

We do the right thing, we own the impact of our work, and we think about the long game. That means honest advice even when it's hard, building genuine capability not dependency, and making responsible decisions — about people, governance, and the future of work we're helping to shape in New Zealand.

We help New Zealand founders and leadership teams design inclusive organisations that scale well — with intelligent people strategy, governance frameworks, and workforce systems built for clarity and confidence.

worktheoryco.online · hello@worktheory.co.nz