

TEAM TEACH AUSTRALIA AND NEW ZEALAND

TERMS OF BUSINESS

These Terms of Business (**Terms**) apply to any organisations whose employees, agents, contractors, consultants, teachers, parents of individuals attending the organisation, or other staff (**Personnel**) access our platform and knowledge hub (**Team Teach Connect**) and/or attend a training course (a **Course**) provided by or on behalf of Team Teach (being a **Team Teach Course** (as defined below)) (or by an Employer Trainer (being an Employer Course as defined below and set out in Part C)), including the receipt of resource packs for Courses (**Resource Packs**) (the **Services**) (each organisation being referred to as an **Organisation** or **you**).

These Terms tell you who we are, how we will provide our Services to you (e.g. delivery of Courses and access to Team Teach Connect and Resource Packs for you and your Personnel), how you and we may change or end the contract between us, and other important information.

Depending on how you receive our Services, and/or what aspects of our Services you receive, different provisions of these Terms will apply to you as indicated in Parts A, B and C below. If any other Services are agreed with you we will provide you with a set of terms which will form a further Part to these Terms. Part A of these Terms shall apply to all Organisations for provision of and access to Team Teach Connect and Resource Packs, and set out general provisions regarding matters such as payments, intellectual property and personal data. If you or your Personnel Book (defined below), receive and pay for any Courses directly with Team Teach (a **Team Teach Course**), Part B of these Terms shall apply in addition to Part A.

Additionally, in the event that: (a) any of your Personnel: (i) have successfully completed a Course relating to how to deliver training internally to any other Personnel without the use of one of our Trainers (**Trainer Course**, and an **Employer Trainer**); and (ii) maintain a valid Trainer Course certification with us, and (b) you have been licenced to allow your Personnel to teach Courses within your organisation pursuant to clause 3.3.2, Part C of these Terms shall apply in relation to your Employer Trainers and the Employer Courses they can deliver to your other Personnel.

Part A and Part D of these Terms set out the terms of the Contract formed between you and Team Teach in relation to Digital Courses (which has the meaning given in Part D).

For the purposes of these Terms:

- **Resource Pack Fee** shall have the meaning given to it in clause 1.7.4(a), Part A;
- **Contract** shall have the meanings as given to it in Parts A, B, C and D or any other further terms agreed between us respectively (as applicable); and
- **Booking** shall mean any confirmed Team Teach Courses to be delivered under these terms. **Book** and **Booked** shall be construed accordingly.

Please ensure that you read these Terms carefully before making or permitting a Booking. These Terms apply both to your organisation's access to Team Teach Connect and to all Bookings and Employer Courses.

Your attention is particularly drawn to the provisions of clause 1.10 (Limitation of liability) of Part A below.

1 PART A

1.1 This Part A applies to all Organisations in relation to the provision of Team Teach Connect and where specified, together with Parts B, C or D, or any other terms agreed between us as relevant, in relation to the provision of Courses, Digital Courses and any other Services.

1.2 About us

1.2.1 **Company details.** Team-Teach Asia Pacific Pty Limited (ABN 11 112 325 738) (**Team Teach, we and us**) is a company registered in Australia and located at PO Box 2273 Redcliffe North, Queensland 4020.

1.2.2 **Contacting us.** To contact us, telephone or email our customer service teams using the following details:

(a) **Telephone (Australia):** +61 7 3155 5920

(b) **Telephone (New Zealand):** +64 3 930 6720

(c) **Email:** info@teamteach.com.au

(d) How to give us formal notice of any matter under the Contract (defined below) is set out in clause 1.16.

1.3 Our contract with you

1.3.1 **Our contract.** Part A of these Terms applies to all Organisations in relation to their access and use of the Resource Packs and Team Teach Connect, and together with the [Terms of Use](#) which govern access to Team Teach Connect, set out the contract between us and you for the provision of and access to Team Teach Connect (**Contract**). The Contract applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.3.2 **Authority.** You represent and warrant that you, and your Personnel who sign your organisation up as an Organisation, and/or make or arrange any payment to Team Teach on your behalf, have full capacity and authority to enter into these Terms and any Contract with Team Teach. If any of your Personnel are entering into the Contract, and/or make payment to Team Teach purportedly on your behalf, you agree and acknowledge that:

(a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation; and

(b) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner, namely on receipt of these Terms, and failure to do so may result in a Contract being formed and you being liable for compliance with this Part A and Part B (and in particular, payment of any

Course Fees and Resource Pack Fees for Team Teach Courses that have been booked).

1.3.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to the provision of and access to Team Teach Connect. Part B sets out the agreement in relation to Team Teach Courses (and associated Resource Packs and access to Team Teach Connect we provide to individuals attending Team Teach Courses), and Part C sets out the agreement in relation to Employer Courses (and associated Resource Packs and access to Team Teach Connect we provide to individuals attending Employer Courses). You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or Team Teach Connect (as applicable).

1.3.4 **Language.** These Terms and the Contract are made only in the English language.

1.4 **Our Services**

1.4.1 **Team Teach Connect.** We shall make Team Teach Connect and Resource Packs available to you and your Personnel pursuant to these Terms and the [Terms of Use](#), on a non-exclusive, and limited basis subject always to payment by you of the Resource Pack Fees (please see clause 1.7) for the applicable period set out in clause 1.6.3. Team Teach grants no rights to Team Teach Connect other than those granted pursuant to this Contract.

1.4.2 **Resource Packs.** We shall issue a Resource Pack to each of your Personnel in connection with each Course booked in accordance with the provisions set out in Part B or Part C. Each Resource Pack will include: (i) a workbook to support the training delivered on that Course, in hard copy and/or digital versions depending upon the package that you have purchased (**Workbook**); and (ii) access to Team Teach Connect for the individual attending the Course for the duration set out in clause 1.6.3.

1.4.3 **Courses and Certification.**

(a) We shall make the Team Teach Courses available to you in accordance with Part B below, and Employer Courses may be delivered by Employer Trainers in accordance with Part C below. Digital Courses may be accessed as set out in Part D below.

(b) Regardless of the method of Booking and which Resource Pack is issued, you or your Personnel will only be issued with a Course certificate and certified in respect of the methods our Trainers (or your Employer Trainers) teach during the Courses or are accessed in Digital Courses (**Our Methods**), once we have determined that your Personnel (as applicable) successfully meet all the Course or Digital Course criteria for the relevant Course or Digital Course, and provided that they have fully participated in the Course or Digital Course, and you have paid all relevant Fees. The Course criteria will be communicated to you or your Personnel (as applicable) during the Course or Digital Course.

- (c) Personnel with a current Team Teach accreditation will be able to access Team Teach Connect, free of charge, for the period until their current accreditation expires. To continue to access Team Teach Connect after this period they will then need to complete another Course and a Resource Pack Fee be paid.
- (d) If your Personnel wish to complete a further Course within the accreditation period for a previously completed Course to top up their techniques (for example to top up the skills received in a Level One Course, to include the skills included in a Level Two Course):
 - i the relevant Personnel will not have to purchase an additional Resource Pack for that Course provided that they are within the accreditation period for a previously completed Course; and
 - ii where a Team Teach Course is required, an additional Course Fee will be payable in accordance with clause 2.6, provided that no such fee shall be payable where the Course is an Employer Course.

1.4.4 **Reasonable care and skill.** We warrant to you that our Services will be provided using reasonable care and skill. We do not warrant the Courses delivered by Employer Trainers as set out in Part C.

1.4.5 You will be granted access to Team Teach Connect and its associated benefits free of charge but your Personnel will only have access to Team Teach Connect when a Resource Pack Fee has been paid and a Team Teach Course or Course attended, for the period set out in clause 1.6.3.

1.5 **Organisation Admin**

1.5.1 **Nomination.** Upon receipt of these Terms and/or access to Team Teach Connect, you will be asked to nominate an individual who will be the main point of contact between us and you as an Organisation and shall be granted additional administrative rights to Team Teach Connect to:

- (a) view all certified individuals and Personnel linked to you as an Organisation;

- (b) manage all certified individuals and Personnel assigned to the Organisation and ensure that their details are correct;
- (c) manage Resource Packs and Workbooks issued to your Organisation and/or Personnel;
- (d) update Team Teach Connect to remove any Personnel who are leaving the Organisation and check that new Personnel have been assigned to the Organisation; and
- (e) manage all Bookings, including the transferring of enrolled Personnel, cancelling Public Course Bookings and requesting to cancel Private Courses Bookings,

on behalf of you and your Personnel. The individual with these additional administrative rights is the **Organisation Admin**.

1.5.2 As access to Digital Courses does not trigger access to Team Teach Connect, if the only Courses you and your Personnel access are Digital Courses, you will not have an Organisation Admin and only the attendee of a Digital Course will be able to manage their own booking (as set out in Part D). It is important that you brief your Personnel that they are not to sign up to Digital Courses on your behalf without your approval.

1.5.3 **Automatic appointment.** We may automatically assign the role of Organisation Admin to a senior member of your Personnel or an Employer Trainer. In this case we will email that individual to inform them of their appointment as Organisation Admin and we will also notify you as an Organisation by email to the email address provided for the Organisation.

1.5.4 **Responsibility.** You represent and warrant that the Organisation Admin is a duly authorised representative of you as an Organisation and shall be acting on your behalf in relation to Contracts and the Services to be provided to you and/or your Personnel.

1.5.5 **Substitution.** You (or your existing Organisation Admin) may appoint a suitable substitute for the Organisation Admin appointed under clause 1.5.1, via Team Teach Connect, with any substitute to be another one of your Personnel. When a substitute Organisation Admin is appointed, you as an Organisation will be notified by us via email to the email address provided for the Organisation.

1.6 Registering Personnel

1.6.1 **Welcome link.** Once:

- (a) in relation to a Team Teach Course, a Booking Confirmation has been received or sent by Team Teach (as set out in Part B); or
- (b) an Employer Trainer registers a Course,

a welcome link to Team Teach Connect will automatically be sent to your Booking Contact or Key Contact as relevant and each of your Personnel registered by the Trainer as attending the relevant Courses.

1.6.2 Resource Packs.

- (a) Where Team Teach Courses are being delivered, the Resource Packs will be issued to the Organisation once a Course has been booked in accordance with Part B.
- (b) Where Employer Courses are being delivered, the Employer Trainer or Organisation must order the required Resource Packs at the time of creating the Course on Team Teach Connect or already hold stock of Resource Packs via bulk order having been made directly with Team Teach. Personnel will only be provided with access to Team Teach Connect once they have been allocated a Resource Pack, except where they are a current certified individual with existing access to Team Teach Connect.
- (c) Once a Course has been booked, we will issue a digital Workbook to Personnel at the start date of a Course, provided that the relevant Personnel have registered on Team Teach Connect in accordance with clause 1.6.4.
- (d) We will use our reasonable endeavours to issue Resource Packs which are within Package 2 or Package 3 (as set out in clause 1.6.3) within four (4) weeks of a Course being booked but this is an estimate only and failure to issue the Resource Packs within such timeframe will not give you the right to terminate the Contract.

1.6.3 Resource Pack Packages. You may choose the following Resource Pack packages for each Course being attended by your Personnel:

- (a) **Package 1** – access to a digital Workbook and access to Team Teach Connect for the individual attending for the following periods:
 - i Level 1 accreditation: a period of 24 months; or
 - ii Level 2 or Advanced accreditation: a period of 12 months;
- (b) **Package 2** – standard delivery of a hard copy Workbook, access to a digital Workbook and access to Team Teach Connect for the individual attending for the following periods:
 - i Level 1 accreditation: a period of 24 months; or
 - ii Level 2 or Advanced accreditation: a period of 12 months;
- (c) **Package 3** – express delivery of a hard copy Workbook, access to a digital Workbook and access to Team Teach Connect for the individual attending (available if ordered within 4 weeks of a Course training date), for the following periods:

- i Level 1 accreditation: a period of 24 months; or
- ii Level 2 or Advanced accreditation: a period of 12 months.

1.6.4 **Completing registration.** To receive the Services, each of your Personnel wishing to undertake a Course must carefully complete the necessary registration steps that are outlined. Please ensure they follow the onscreen prompts to register. Once registered, your Personnel will have full access to all of the benefits and information that is available on Team Teach Connect. This does not apply to Digital Courses, where registration with Team Teach Connect is not required.

1.7 Fees

1.7.1 For the purposes of this clause 1.7 and the Terms, the **Fee** shall mean the Resource Pack Fee (defined below) and, for Team Teach Courses booked as set out in Part B, the Course Fees.

1.7.2 The Course Fees shall be payable in accordance with clause 2.6 of Part B or in relation to Digital Courses as set out in clause 4.3.4 of Part D.

1.7.3 If a member of your Personnel moves to another Organisation they will be able to rely upon and use their Course certificate and certification, and no refund of Course Fees or Resource Pack Fees shall be made to the Organisation which paid for the Course and Resource Pack Fees.

1.7.4 Resource Pack Fees.

- (a) We will invoice you a fee for each Resource Pack provided to you or your personnel together with the Course Fee (for Team Teach Courses delivered as set out in Part B), or as set out in Part C in relation to Employer Courses (**Resource Pack Fee**). The Resource Pack Fee is payable on the date stipulated in the relevant invoice. For our latest Resource Pack rates and for more general information on how our Team Teach Connect platform works please visit our website using the link available in Team Teach Connect.
- (b) If you do not pay each Resource Pack Fee within 30 days of the due date for payment:
 - i you must promptly return any Resource Packs that have been provided to you, for which a Resource Pack Fee has not been paid. In the case of digital Workbooks, your and your Personnel's access to digital Workbooks shall be restricted, disabled or suspended by us;
 - ii the Course for which the Resource Pack has been provided cannot be attended by your Personnel or, in the case of an Employer Course, delivered by an Employer Trainer;
 - iii your and your Personnel's access to Team Teach Connect shall be restricted, disabled or suspended by us; and

- iv any Team Teach certifications and/or accreditations granted to you, or your Personnel (other than in relation to Digital Courses), may be invalidated or voided until the Resource Pack Fee is paid, and access to Team Teach Connect restored.
- 1.7.5 **How to pay.** Payment of the Fees shall be made by debit or credit card (Visa or Mastercard), or bank transfer, following issue of a Booking Confirmation and/or our invoice pursuant to clause 1.7.4 (as applicable).
- 1.7.6 **Changes to our Fees.** Our Fees may change from time to time, but changes will not affect any existing Courses and/or paid Resource Pack Fees.
- 1.7.7 **GST.** Our Fees are exclusive of Goods & Services Tax (**GST**). Where GST is payable in respect of some or all of the Services you must pay us such additional amounts in respect of GST, at the applicable rate, at the same time as you pay the relevant Fees.
- 1.7.8 **Missed or disputed payments.**
 - (a) You agree and acknowledge that any payment received by us from your Personnel shall be deemed by us to be on your behalf unless notified otherwise.
 - (b) If you do not make any Fees payment to us by any due date we may charge interest to you on the overdue amount at the rate of four percent (4%) per annum. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount.
 - (c) If you think an invoice contains an error or omission please contact us promptly to let us know and in any event within seven days of receipt of the invoice. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date or, if the invoiced sum was incorrect, from the date the dispute is resolved.
 - (d) You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

1.8 **Your obligations**

It is your responsibility to ensure (and procure that your Personnel ensure) that:

- 1.8.1 except where your Personnel are only accessing Digital Courses, you provide and maintain an up-to-date Organisation Admin (whether nominated by you or automatically assigned by us) and, where relevant, Booking Contact and/or Key Contact;
- 1.8.2 you cooperate with us in all matters relating to the Services;

- 1.8.3 you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 1.8.4 you comply with all applicable laws, including health and safety laws; and
- 1.8.5 you keep all of our materials, equipment, documents and other property (**Our Materials**) at your premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation.

1.9 **How we may use your and your Personnel's personal information**

1.9.1 We will use any personal information you provide to us to:

- (a) provide the Services; and
- (b) process your payment for the Services.

1.9.2

1.9.3 For the purposes of this clause 1.9, the following definitions shall apply:

APP entity, and **personal information** shall have the meanings set out in the Data Protection Laws; and

Data Protection Laws means the *Privacy Act 1988 (Cth)* and all applicable laws and regulations relating to the processing, protection, or privacy of personal information, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.

1.9.4 Team Teach and the Organisation agree and acknowledge that:

- (a) for the purposes of the Data Protection Laws, each of Team Teach and the Organisation is an independent APP entities;
- (b) they shall each comply with all applicable requirements of the Data Protection Laws; and
- (c) each are separately responsible for their actions under the Data Protection Laws.

1.9.5 The Organisation is responsible for obtaining all relevant consents from, and providing all relevant notices to individuals whose personal information is provided by the Organisation to Team Teach in connection with the Contract so as to ensure that Team Teach's dealings with that information pursuant to this Contract comply with Team Teach's obligations under the Data Protection Laws.

1.9.6 The Organisation shall indemnify Team Teach against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Team Teach arising out

of the Organisation's failure to comply with clause 1.9.5 or in connection with the breach of the Data Protection Laws by the Organisation or Personnel. This indemnity will not apply to the extent the loss was caused or contributed to by Team Teach.

1.9.7 Team Teach may, at any time on not less than thirty (30) days' notice, revise this clause 1.9 by replacing it with any applicable standard clauses or similar terms adopted under the Data Protection Laws or forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms). This clause 1.9 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Laws.

1.9.8 We will process your and your Personnel's personal information in accordance with our [privacy policy](#), the terms of which are incorporated into this Contract.

1.10 **Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

1.10.1 Certain provisions of the Australian Consumer Law (**ACL**) found in Schedule 2 of the Competition and Consumer Act provides consumers and small businesses with certain protections in relation to goods or services purchased by them. Nothing in this Contract excludes, restricts or modifies any condition, warranty, consumer guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified. In particular, If section 23 of the ACL applies to any provisions in this Contract, any such provision(s) shall be void to the extent they are unfair within the meaning of section 24 of the ACL.

1.10.2 Subject to clause 1.10.1, to the fullest extent permitted by law, except as expressly provided otherwise in this Contract, any conditions, warranties or other terms implied by statute or common law, that may apply to our Courses, Team Teach Connect or the Services are excluded from this Contract.

1.10.3 Except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable, and subject to clause 10.1, we will not be liable to you for any indirect or consequential losses or for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, or loss of or damage to goodwill (in each case whether direct or indirect).

1.10.4 Subject to clauses 1.10.1, 1.10.5 and except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable and subject to clause 1.10.1, our total liability to you arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Team Teach Course Fees and Resource Pack Fees paid by you in the twelve (12) month period preceding the date on which the relevant claim or claims arise.

1.10.5 Nothing in the contract excludes or limits our liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for any other liability which by law cannot be excluded or limited.

- 1.10.6 You will indemnify us in full and keep us indemnified against all losses, damages, costs (on a solicitor and own client basis), claims, expenses and liabilities suffered or incurred by us and necessary to protect our legitimate business interests arising out of or in connection with any breach by you or your Personnel (as applicable) of the Contract or any misuse by you or your Personnel of Our Methods or Materials, or any claim, demand, suit or proceeding made or brought against us by a third party arising from any breach by you or your Personnel (as applicable) of our policies, code of conduct, manuals or any other instructions given by us in connection with Our Methods or Materials. The indemnity in this clause 1.10.6 does not apply to the extent that the claim arises from our wilful default or negligent act or omission.
- 1.10.7 We will not refund you for any Course Fees or Resource Pack Fees paid for Courses for individuals who subsequently leave your Organisation. Individuals will be able to access Team Teach Connect and their digital Workbook for the remainder of the period of their accreditation and will be able to rely upon and use their Team Teach Course certificate and certification with other organisations after they leave your Organisation.
- 1.10.8 This clause 1.10 will survive termination of any Contract.

1.11 Intellectual property rights

- 1.11.1 All intellectual property rights in or arising out of or in connection with the Services, Our Methods, Our Materials and Team Teach Connect will be owned by us.
- 1.11.2 You acknowledge and agree, and will procure that your Personnel (as applicable) acknowledge and agree, that:
- (a) all right, title and interest (including intellectual property rights) in and to Our Materials and Our Methods remain vested in us and that you and your Personnel do not have any rights to Our Materials and Our Methods other than as specifically set out in these Terms; and
 - (b) any intellectual property rights arising out of or in connection with a Course, including but not limited to, any improvements, updates, modifications or adaptations to Our Materials and Our Methods, will be owned by us.
- 1.11.3 We agree to grant you a non-exclusive, royalty-free licence:
- (a) during the term of your Course, to use Our Materials (including the Resource Packs) and other items we give you for the sole purpose of named Personnel participating in Courses (and in Employer Trainers delivering Employer Courses); and
 - (b) to access and use Team Teach Connect for your own information.
- 1.11.4 You agree to grant, and will procure that your Personnel (if applicable) grant, to us and our affiliates:

- (a) a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you; and
- (b) a worldwide, perpetual, irrevocable and royalty-free licence to use and incorporate into Our Methods, and Our Materials, any suggestion, enhancement, request, feedback, recommendation or correction provided by you or your Personnel relating to our Courses or use of the Services.

1.11.5 You must, and must procure that your Personnel will:

- (a) not remove any copyright or trade mark notices on Our Materials, or cause or permit anything to be done which may damage or endanger Our Methods, Our Materials, or any other intellectual property of us or our title to them or assist or allow others to do so;
- (b) not sell, commercialise, copy, adapt, reverse engineer, modify, display, transmit, create derivative works of, or distribute Our Materials, or Our Methods, except in relation to Employer Trainers delivering Employer Courses;
- (c) notify us of any suspected infringement of our intellectual property rights of which you become aware;
- (d) take such reasonable action as we shall direct, at our expense, in relation to any such infringement;
- (e) compensate us for any use by you or your Personnel of Our Methods, Our Materials, or our other intellectual property rights otherwise than in accordance with these Terms;
- (f) on the expiration or termination of the contract for whatever reason, immediately cease all use of our intellectual property rights, except to the extent expressly permitted otherwise under these Terms;
- (g) not use, or seek to register, our trade marks or any derivation of them without our consent; and
- (h) not use any other trade mark or logo with or in relation to Our Materials, or Our Methods.

1.11.6 You will not, and will procure that your Personnel (if applicable) will not, do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to our trademarks or other intellectual property rights, or the goodwill associated with them. Any goodwill derived from your use of Our Methods, Our Materials, or other intellectual property will accrue to us. You will not, and will procure that your Personnel will not, apply for, or obtain, registration of any marks that are similar to our trade marks in any country in the world.

1.12 Confidentiality

1.12.1 You undertake that you will not, and you will procure that your Personnel will not, during the term of any Contract or afterwards, disclose to any person any confidential information concerning our business, affairs, customers, Trainers, clients, suppliers, intellectual property, Our Materials, or Our Methods and that you will use the same degree of care that you use to protect the confidentiality of your own confidential information in respect of our confidential information. You may disclose our confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that you give us prior notice of the disclosure (to the extent legally permitted) and reasonable assistance, at our cost, if we wish to contest the disclosure. You may only use our confidential information for the purpose of fulfilling your obligations and exercising your rights under this Contract.

1.12.2 This clause 1.12 will survive termination of any Contract between us.

1.13 **Our rights to end the contract**

1.13.1 We may terminate any Contract in place at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that payment is due;
- (b) you and/or your Personnel breach our [Terms of Use](#);
- (c) you or your Personnel do not comply with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to Our Methods or Our Materials;
- (d) you or your Personnel have, or we reasonably believe you or your Personnel have, infringed our intellectual property rights or other rights;
- (e) you or your Personnel have acted in a way that we reasonably believe will or may bring us into disrepute; or
- (f) you or your Personnel have engaged, or we reasonably suspect you have engaged, in any illegal, fraudulent, or abusive activity in connection with the contract or your or your Personnel's use of Team Teach Connect; or
- (g) we terminate your or your Personnel's enrolment in any Course for any reason, in which case we will refund any sums paid for that Course.

1.13.2 On termination of any Contract:

- (a) your access to Team Teach Connect will be disabled;
- (b) your Personnel's access to Team Teach shall be subject to the [Terms of Use](#), and is set out for your information in clause 1.13.3;
- (c) except to the extent expressly provided otherwise in this Part A, all rights and licences granted to you and your Personnel pursuant to this Part A will cease, and you will immediately cease all use of our intellectual property rights;

- (d) all amounts due and outstanding to us will become immediately payable as at the date of termination or expiry; and
- (e) you will, and will procure that your Personnel will, immediately return any of our confidential information and Our Materials in your possession or control.

1.13.3 Please note, that whilst your access to Team Teach Connect shall be disabled on termination of any Contract, your Personnel shall be entitled to access Team Teach Connect and their digital Workbook and will be able to rely upon and use their Team Teach Course certificate and certification for the remainder of the period of their accreditation provided that your Personnel's access to Team Teach Connect shall be determined in accordance with the [Terms of Use](#).

1.13.4 This clause 1.13 will survive termination of the Contract for Team Teach Connect.

1.14 **Events outside our control**

1.14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

1.14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

1.14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than thirty (30) days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

1.15 **Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, Trainers, employees, or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six (6) months following termination of any Contract.

1.16 **Communications between us**

1.16.1 When we refer to "in writing" in these Terms, this includes email.

1.16.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

- 1.16.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9am on the second working day after posting; or
 - (c) if sent by email, at 9am the next working day after transmission.
- 1.16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 1.16.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

1.17 General

- 1.17.1 **New products and services.** We may introduce new products and services from time to time, which may be subject to additional fees and charges and additional terms and conditions, as notified to you from time to time.
- 1.17.2 **Assignment and transfer**
- (a) We may assign or transfer our rights and obligations under any Contract to another entity.
 - (b) You may only assign or transfer your rights or your obligations under a Contract to another person if we agree in writing.
- 1.17.3 **Survival.** Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.
- 1.17.4 **Variation.** Any variation of a Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 1.17.5 **Waiver.** If we do not insist that you perform any of your obligations under a Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 1.17.6 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 1.17.7 **Third party rights.** Each Contract is between you and us. No other person has any rights to enforce any terms of any Contract.

1.17.8 **Governing law and jurisdiction.** All Contracts are governed by Australian law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contracts to the exclusive jurisdiction of the Australian courts.

1.18 **If you have any problems**

If you have any questions or complaints about a Course or Team Teach Connect, please contact us using the details set out at clause 1.2.2. Alternatively, you can write to us at PO Box 2273 Redcliffe North, Queensland 4020.

2 PART B – TEAM TEACH COURSES

2.1 This Part B applies where you and/or your Personnel Book a Team Teach Course.

2.2 Our contract with you

2.2.1 **Our contract.** Part B of these Terms applies to any Booking (defined below) made by you and/or your Personnel for the provision of Team Teach Courses. This Part B, together with the relevant parts of Part A and each relevant Booking Confirmation (defined below), set out the contract between us and you for the delivery of any Team Teach Courses (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2.2 **Authority.** You represent and warrant that you, and your Personnel who sign your organisation up as an Organisation, Book a Team Teach Course and/or make payment to Team Teach on your behalf, have full capacity and authority to enter into these Terms and any Contract with Team Teach. If any of your Personnel are entering into a Contract, Book a Team Teach Course and/or make payment to Team Teach purportedly on your behalf, you agree and acknowledge that:

- (a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation; and
- (b) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner, namely on receipt of these Terms and/or a Team Teach Course Booking Confirmation (defined below), and failure to do so may result in a Contract being formed and you being liable for compliance with these Terms (and in particular, payment of the Fees (defined above)).

2.2.3 **Entire agreement.** Each Contract is the entire agreement between you and us in relation to the delivery of each Team Teach Course. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or Team Teach Connect (as applicable).

2.2.4 **Language.** These Terms and all Contracts are made only in the English language.

2.3 Team Teach Courses.

2.3.1 **Types of Team Teach Courses.** We shall make our Team Teach Courses available to you and your Personnel for booking via our website and/or Team Teach Connect (as applicable), and Team Teach Courses shall be provided by our Trainers. There are two (2) types of Team Teach Courses that may be available to you, namely:

- (a) **Public Courses** – publicly available Team Teach Courses to be booked by or on behalf of any Organisation; and
- (b) **Private Courses** – Team Teach Courses made available specifically for an Organisation and their Personnel.

2.3.2 **Registration.** In each case, regardless, the registration process shall be set out as above in clause 1.6, but how you make a Booking will be different.

2.3.3 **Dates.** A Team Teach Course will be scheduled to begin on the date, and will be of the duration, specified in the information made available to you on our website and/or Team Teach Connect (as applicable) when you made your Booking, or provided by email or, the Booking Confirmation (defined below). In some circumstances we may need to change: (i) the date and/or timing of a Team Teach Course; or (ii) the venue at which the Team Teach Course will be delivered provided that the alternative venue is within a reasonable distance from the original location or accessible remotely, if applicable. Please refer to clause 2.8 for further information.

2.3.4 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in a Booking Confirmation (defined below), but any such dates are estimates only and failure to perform the Team Teach Course by such dates will not give you the right to terminate the Contract.

2.4 Making a booking with us

2.4.1 **Booking process.** Either you, or your Personnel on your behalf, may request provision of a Team Teach Course from us via Team Teach Connect or our website. Depending on whether you or your Personnel have done so in any circumstance, the following processes shall apply:

(a) **Public Course booking process.**

i **Making a Booking.** You or your Personnel on your behalf should follow the onscreen prompts on Team Teach Connect or our website or contact one of our sales representatives to request delivery of a Public Course (a **Booking**). You or your Personnel may only submit a Booking using the method set out on Team Teach Connect or the website. Each Booking is an offer by you to buy the Services specified in the Booking subject to these Terms.

ii **Acknowledging receipt of your order.** After you or one (1) or more of your Personnel make a Booking, the Booking Contact listed when the Booking is made will receive an email from us (whose contact details having been provided as part of the Booking), accepting your Booking (**Booking Confirmation**) at which point, and on which date the Contract between you and us in relation to that Team Teach Course will come into existence. The Contract will relate only to the Team Teach Course confirmed in the Booking Confirmation. **If on receipt of a Booking Confirmation and/or these Terms, you become aware that such Personnel are not acting with your authorisation, please notify us immediately.**

- iii **Correcting input errors.** If any of the information supplied by your Personnel as part of our Booking process appears incorrect please update it and/or notify us immediately. Please check the Booking carefully on receipt of the Booking Confirmation and ensure that you check these Terms whenever a Booking is made. You and your Personnel are responsible for ensuring that your Booking is complete and accurate.
 - iv **Refunds.** If you promptly notify us (in any event within two (2) working days), via email or Team Teach Connect, following receipt of a Booking Confirmation, that your Personnel are acting without authority, upon receipt of such notification, at our sole discretion, we will refund you the full amount of Fees paid in respect of such Booking, less an admin fee of 40.00 AUD plus GST.
- (b) **Private Course booking process.** Either you, or your Personnel on your behalf, may request provision of the Services for Private Courses by completing the following process:
- i **Initial interest.** Where you have been made aware of our Services, and either make contact with or receive contact from us, we will discuss the Private Courses with you. These conversations will take place on an informal basis to provide you with as much information about our Private Courses as possible to allow you to make an informed decision.
 - ii **Quotation.** Where you or your Personnel wish to secure delivery of particular Private Courses (each a **Booking**), please let us know and request that we provide you or your Personnel with a quotation for provision of the Services (being delivery of the Private Course and Resource Packs) (a **Quotation**). Such Quotation will include particular Private Courses identified, as well as access to Team Teach Connect and a Resource Pack for each individual attending the Private Course (subject to these Terms). Such Quotation and provision of these Terms will constitute an offer by us to provide the Services to you and/or your Personnel and will be sent to the Booking Contact, whose details will have been provided at the point of Booking. **If on receipt of a Booking Confirmation and/or these Terms, you become aware that such Personnel are not acting with your authorisation, please notify us immediately.**
 - iii **Acceptance.** Upon receipt of the Quotation and these Terms, please check the Booking information carefully. Your acceptance of the Booking will take place when you send an email confirming you wish for the Services to be delivered as set out in the Quotation (**Booking Confirmation**), at which point, and on which date the Contract between you and us will come into existence. The Contract will relate only to the Private Course detailed in the Quotation as confirmed in the Booking Confirmation.
 - iv **Refunds.** Upon receipt of the Booking Confirmation, the Team Teach Course Fees and Resource Pack Fees shall be payable in accordance with clause 2.6 and shall be non-refundable. If we are unable to supply

you with the relevant Private Course for any reason following receipt of the Booking Confirmation, we will inform you of this by email and we will not process your Booking. This might be because the Private Course is no longer available, or because you or your Personnel do not meet our enrolment criteria (which we may determine as we think appropriate from time to time in our discretion). If you have already paid the Fees, we will refund you the full amount of Fees paid in respect of such Booking, less, only where the Booking is not proceeding because you or your Personnel do not meet enrolment criteria which were made available to you before booking the Private Course, an admin fee of 40.00 AUD plus GST.

The definition of Booking Confirmation shall have its respective meaning depending on the booking process followed.

2.5 **Booking Contact**

2.5.1 **Nomination.** Upon receipt of a Booking Confirmation, you or your Personnel will be asked to nominate a Booking Contact as follows:

- (a) in relation to Public Courses, an individual who shall be granted rights to view and manage specific Bookings relevant to that individual;
- (b) in relation to Private Courses, an individual who shall be granted permission to view and manage the relevant Team Teach Course (including the adding and/or removing of enrolled Personnel and requesting cancellation of the relevant Team Teach Course),

(as applicable, the **Booking Contact**). The Booking Contact cannot change the total capacity of a Team Teach Course, only the relevant Trainer can do this. Please discuss the capacity of each Team Teach Course with the relevant Trainer.

2.5.2 **Responsibility.** Upon nomination of a Booking Contact (as applicable), you represent and warrant that they are a duly authorised representative of you as an Organisation and shall be acting on your behalf in relation to their granted permissions.

2.6 **Course Fees and Resource Pack Fees**

2.6.1 In consideration of us providing the Team Teach Courses to you and/or your Personnel, you must pay our Course Fees and Resource Pack Fees (**Team Teach Course Fees**) in accordance with this clause 2.6.

2.6.2 The Team Teach Course Fees are the prices for provision of the Team Teach Courses and the associated Resource Pack Fees, available on Team Teach Connect and confirmed to you and/or your Personnel at the time you receive a Booking Confirmation.

2.6.3 We take all reasonable care to ensure that the Team Teach Course Fees are correct at the time when the relevant information was entered into the system. However, please see clause 2.6.4 for what happens if we discover an error in the Team Teach Course Fees.

2.6.4 It is always possible that, despite our reasonable efforts, some of the Team Teach Courses and Resource Packs on Team Teach Connect and the website may be incorrectly priced. The correct price will be shown in the Quotation or (when we send it) the Booking Confirmation. If due to an error the correct price for the Team Teach Course is different to the price stated on Team Teach Connect or the website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Team Teach Course at the correct price or cancelling your Booking. We will not process your Booking (to the extent practicable) until we have your instructions. If we are unable to contact you using the contact details you provided during the Booking process, we will treat the Booking as cancelled and notify you in writing. However, if we mistakenly accept and process your Booking where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Team Teach Course and refund you any Team Teach Course Fees you have paid.

2.6.5 Team Teach Course Fees shall be due and payable by you in accordance with the following timescales:

- (a) if a Booking Confirmation or an invoice (whichever is received earlier) is received more than eight (8) weeks in advance of the relevant Team Teach Course being delivered, the Team Teach Course Fees shall be payable on or before the date which falls eight (8) weeks prior to the Team Teach Course start date; or
- (b) if a Booking Confirmation or an invoice (whichever is received earlier) is received eight (8) weeks or less in advance of the relevant Team Teach Course being delivered, the Team Teach Course Fees shall be payable immediately.

2.6.6 **By providing your payment details, and receiving a Booking Confirmation, you are agreeing that we are authorised to issue invoices and/or take payment of the Team Teach Course Fees when due and owing using the payment method that was provided by you or your Personnel when registering or to invoice you for the relevant Team Teach Course Fees.**

2.6.7 You shall pay all Team Teach Course Fees in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

2.7 **Making a change to your bookings**

2.7.1 If you wish to make a change to your or your Personnel's Team Teach Course enrolment, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Team Teach Course, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may terminate the Contract for that Team Teach Course and your or your Personnel's enrolment in the Team Teach Course in accordance with our cancellation and refund policy, set out in clause 2.11.

- 2.7.2 If you wish to transfer your or your Personnel's enrolment between the Level One, Level Two or Advanced Modules (as defined and set out on our website or Team Teach Connect), and we are able to accommodate such transfer, the following transfer policy applies:
- (a) if you let us know that you wish to make the transfer no less than four (4) weeks in advance of the Team Teach Course start date, no transfer fee will apply;
 - (b) if you let us know that you wish to make the transfer less than four (4) weeks but more than two (2) weeks in advance of the course start date, we will invoice you for an amount equal to fifteen percent (15%) of the Team Teach Course Fees (plus GST) as a transfer fee; and
 - (c) if you let us know that you wish to make the transfer two (2) weeks or less in advance of the course start date, we will invoice you for an amount equal to twenty-five percent (25%) of the Team Teach Course Fees (plus GST) as a transfer fee.
- 2.7.3 If you wish to transfer your or your Personnel's enrolment between the Train-the-Trainer Courses and Train-the-Trainer Reaccreditation (as defined and set out on our website or Team Teach Connect), and we are able to accommodate such transfer, the following transfer policy applies:
- (a) if you let us know that you wish to make the transfer no less than four (4) weeks in advance of the Team Teach Course start date, no transfer fee will apply;
 - (b) if you let us know that you wish to make the transfer less than four (4) weeks but more than one (1) week in advance of the Team Teach Course start date, we will invoice you for an amount equal to twenty-five percent (25%) of the Team Teach Course Fees (plus GST) as a transfer fee; and
 - (c) if you let us know that you wish to make the transfer one (1) week or less in advance of the course start date, we will invoice you for an amount equal to fifty percent (50%) of the Team Teach Course Fees (plus GST) as a transfer fee.
- 2.7.4 If you wish to change or replace your or your Personnel's enrolment in any Team Teach Courses with another one of your Personnel, no transfer fee will apply.
- 2.7.5 You may terminate the Contract for a Team Teach Course and your or your Personnel's enrolment in a Team Teach Course at any time by written notice to us, provided that our cancellation and refund policy, set out in clause 2.11, will apply.

2.8 Our rights to make changes and suspend a Team Teach Course

- 2.8.1 After your Personnel have enrolled in a Team Teach Course, we may change the Team Teach Course content to:
- (a) reflect changes in relevant laws and regulatory requirements; or

(b) implement minor changes or improvements.

- 2.8.2 In addition, we may on occasion need to make more significant changes to a Team Teach Course. We will notify you and your Personnel of any such changes. If, after we notify you and your Personnel of such changes, where the changes are so significant as to materially affect the content or outcome of the Team Teach Course, you or your Personnel no longer wish to participate in the Team Teach Course, we will cancel your or your Personnel's enrolment and issue you with a refund of any Team Teach Course Fees paid, in accordance with our cancellation and refund policy, set out in clause 2.11. If we materially change the Team Teach Course after it has started and you wish to discontinue your enrolment in the Team Teach Course, we may retain a portion of Team Teach Course Fees that reflects Services provided to you up to the date you terminate your enrolment.
- 2.8.3 We may update the Team Teach Course content from time to time, provided that the Team Teach Course content shall always substantially match the description of it that we provided to you before you enrolled in the relevant Team Teach Course (unless the description is changed in accordance with this clause 2.8).
- 2.8.4 We may have to change the Team Teach Course timing or venue or suspend the provision of a Team Teach Course to:
- (a) deal with operational requirements or availability or accessibility issues at the venue;
 - (b) deal with technical or make minor technical changes; or
 - (c) update the Team Teach Course to reflect changes in relevant laws and regulatory requirements.
- 2.8.5 We will use reasonable endeavours to contact you and your Personnel in advance to tell you we will be changing the Team Teach Course timing or venue or suspending provision of your or your Personnel's Team Teach Course. If our supply of a Team Teach Course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. If we have to suspend the Team Teach Course for longer than two (2) months, either we or you may end the Contract for that Team Teach Course and your or your Personnel's enrolment in the Team Teach Course, and we will refund any Team Teach Course Fees you have paid in advance for the Team Teach Course in respect of the period after the date we suspended the Team Teach Course.
- 2.8.6 If you do not pay any part of the Team Teach Course Fees when you are supposed to and you still do not make payment within seven (7) days of us reminding you that payment is due, we may suspend your or your Personnel's enrolment in the Team Teach Course until you have paid us the outstanding amounts. We will contact you and your Personnel (as applicable) to tell you we are suspending your or your Personnel's enrolment in the Team Teach Course.

2.9 **Your obligations**

- 2.9.1 It is your responsibility to ensure (and procure that your Personnel ensure) that:
- (a) the terms of Bookings are complete and accurate;
 - (b) you provide us, our employees, Trainers, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;
 - (a) you prepare your premises for the provision of the Team Teach Course; and
 - (b) you obtain and maintain all necessary licences, permissions and consents which may be required for the Team Teach Course before the date on which the Team Teach Course is to start.
- 2.9.2 If our ability to deliver Team Teach Courses is prevented or delayed by any failure by you to fulfil any obligation listed in clause 2.9.1 or as otherwise set out in this Part B (**Your Default**):
- (a) we will be entitled to suspend performance of the Team Teach Course until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Team Teach Course, in each case to the extent Your Default prevents or delays performance of the Team Teach Course. In certain circumstances Your Default may entitle us to terminate the Contract for the Team Teach Course under clause 2.10 (Termination);
 - (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Team Teach Course; and
 - (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- 2.10 **Our rights to end the contract**
- 2.10.1 We may terminate your or your Personnel's enrolment in a Team Teach Course at any time by writing to you if:
- (a) you do not make any payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that payment is due;
 - (b) your or your Personnel's rights to access Team Teach Connect are revoked and/or suspended;
 - (c) you or your Personnel do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Team Teach Course;
 - (d) you or your Personnel do not comply with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to Our Methods or Our Materials;

- (e) you or your Personnel have, or we reasonably believe you or your Personnel have, infringed our intellectual property rights or other rights;
- (f) your Default prevents provision of the Team Teach Course for thirty (30) days or longer;
- (g) you or your Personnel have acted in a way that we reasonably believe will or may bring us into disrepute; or
- (h) you or your Personnel have engaged, or we reasonably suspect you have engaged, in any illegal, fraudulent, or abusive activity in connection with the contract or your or your Personnel's enrolment in a Team Teach Course.

2.10.2 On termination of the Contract for a Team Teach Course or your or your Personnel's enrolment in a Team Teach Course for any reason:

- (a) except to the extent expressly provided otherwise in these Terms, all rights and licences granted to you and your Personnel pursuant to these Terms will cease, and you will immediately cease all use of our intellectual property rights in relation to that Team Teach Course; and
- (b) you will immediately pay all amounts due and outstanding to us as at the date of termination; and
- (c) you will, and will procure that your Personnel will, immediately return any of our confidential information and Our Materials in your possession or control.

2.10.3 This clause 2.10 will survive termination of the Contract for the Team Teach Course.

2.11 **Consequences of termination, cancellation and refund policy**

2.11.1 If you terminate the Contract for your or your Personnel's enrolment in a Team Teach Course in one of the circumstances set out in clauses 2.8.2 or 2.8.5, we will refund all Team Teach Course Fees you have paid in advance in respect of your or your relevant Personnel's enrolment in a Team Teach Course.

2.11.2 If you terminate the Contract for a Team Teach Course or your or your Personnel's enrolment in a Team Teach Course without cause or in one of the circumstances set out in these Terms (except under clauses 2.8.2 or 2.8.5), the following refund policy applies:

- (a) if you notify us in writing that you are cancelling your or your Personnel's enrolment in a Team Teach Course between four (4) and eight (8) weeks in advance of the Team Teach Course start date, we will retain twenty-five percent (25%) of the Team Teach Course Fees (plus GST) as a cancellation fee and will refund you any additional fees you have paid. If you have not yet paid an amount equal to twenty-five percent (25%) of the Team Teach Course Fees (plus GST), we will invoice you for an amount equal to the difference between the amounts you have paid (if

any) and twenty-five percent (25%) of the Team Teach Course Fees (plus GST);

- (b) if you notify us in writing that you are cancelling your or your Personnel's enrolment in a course less than four (4) weeks but more than two (2) weeks in advance of the Team Teach Course start date, we will retain fifty percent (50%) (plus GST) of the Team Teach Course Fees as a cancellation fee and will refund you any additional fees you have paid. If you have not yet paid an amount equal to fifty percent (50%) of the Team Teach Course Fees (plus GST), we will invoice you for an amount equal to the difference between the amounts you have paid (if any) and fifty percent (50%) of the Team Teach Course Fees (plus GST);
- (c) if you notify us in writing that you are cancelling your or your Personnel's enrolment in a Team Teach Course less than two (2) weeks but more than one (1) week in advance of the Team Teach Course start date, we will retain seventy-five percent (75%) of the Team Teach Course Fees (plus GST) as a cancellation fee and will refund you any additional fees you have paid. If you have not yet paid an amount equal to seventy-five percent (75%) of the Team Teach Course Fees (plus GST), we will invoice you for an amount equal to the difference between the amounts you have paid (if any) and seventy-five percent (75%) of the Team Teach Course Fees (plus GST); and
- (d) if you notify us in writing that you are cancelling your or your Personnel's enrolment in less than one (1) week in advance of the Team Teach Course start date, you are not entitled to a refund, and we will retain one hundred percent (100%) of the Team Teach Course Fees (plus GST). If you have not yet paid one hundred percent (100%) of the Team Teach Course Fees (plus GST), we will invoice you for an amount equal to the difference between the amounts you have paid (if any) and one hundred percent (100%), of the Team Teach Course Fees.

2.12 **Our Methods and Materials.** All clauses in Part A relevant to Team Teach Courses shall still apply to you and your Personnel in receipt of Our Methods and Materials including but not limited to 1.9 (Data Protection); 1.11 (Intellectual Property Rights); and 1.12 (Confidentiality).

3 PART C – Courses delivered by Employer Trainers

3.1 This Part C applies to Organisations who have been licenced to allow Employer Trainers to deliver certain Courses internally within the Organisation.

3.2 Our contract with you

3.2.1 **Our contract.** Part C of these Terms applies to any Organisations granted an Employer Licence (defined below). This Part C together with the relevant parts of Part A sets out the contract between us and you for provision of the Employer Licence which allows your Employer Trainers to deliver Employer Courses (**Contract**). It applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.2.2 **Authority.** You represent and warrant that you, and your Personnel who sign your organisation up as an Organisation, Book a Trainer Course and/or make payment to Team Teach on your behalf, have full capacity and authority to enter into this Part C and any Contract with Team Teach. If any of your Personnel are entering into the Contract, Book a Trainer Course and/or make payment to Team Teach purportedly on your behalf, you agree and acknowledge that:

- (a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation; and
- (b) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner, namely on receipt of these Terms and failure to do so may result in a Contract being formed and you being liable for compliance with this Part C.

3.2.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to each Employer Licence. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or Team Teach Connect (as applicable).

3.2.4 **Language.** These Terms and the Contract are made only in the English language.

3.3 Trainer Courses

3.3.1 Certain Public and Private Courses may be Trainer Courses. For our latest Trainer Courses and for more general information on how our Trainer Courses work please visit our website or Team Teach Connect.

3.3.2 If any of your Personnel successfully complete a Trainer Course, at our sole discretion, subject to:

- (a) successfully meeting all of the Trainer Course criteria (as communicated to you and/or your Personnel during any Trainer Course);

- (b) having fully participated in the relevant Trainer Course; and
- (c) having paid all relevant Course Fees and Resource Pack Fees in full,

we may issue that particular member of your Personnel with an Trainer Course certificate and shall grant you the right for that individual, certified in respect of Our Methods, to access Team Teach Connect and to teach your other Personnel anything covered in the relevant Trainer Courses (including use of Our Methods and Materials), subject always to clause 3.3.3 (the **Employer Licence**).

3.3.3 Any rights granted in this clause 3.3 shall be:

- (a) limited to the period of time specified in the Personnel's certification (which will be a maximum of three (3) years);
- (b) on terms that will be communicated at the time the Trainer Course is completed; and
- (c) subject to you and your Personnel (if applicable) complying at all times with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to Our Methods and Our Materials.

We may revoke the Employer Licence and/or the certification to use Our Methods and Our Materials at any time if you or your Personnel are, or we reasonably suspect that you or your Personnel are, using Our Methods or Our Materials otherwise than in accordance with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to Our Methods or Our Materials, or act in a manner which we consider damages our business or brings us, our business, Our Methods or Our Materials into disrepute.

3.3.4 You and your Personnel (if applicable) may not sub-license, assign or otherwise transfer the rights granted to you under this clause 3.3.

3.4 **Team Teach Connect and Resource Packs.** Notwithstanding that you have been granted an Employer Licence, and any Employer Courses provided internally by your Employer Trainers pursuant to this Employer Licence shall be your sole responsibility to organise and manage, you shall still:

- 3.4.1 be issued certificates for your Personnel completing a Course delivered by an Employer Trainer pursuant to clause 1.4.2;
- 3.4.2 pay the Resource Pack Fees pursuant to clause 1.7.4; and
- 3.4.3 be subject to and procure compliance of all of your Personnel with the following clauses: 1.9 (Data Protection); 1.11 (Intellectual Property Rights); and 1.12 (Confidentiality).

3.5 **Workbooks**

3.5.1 Whilst you have an Employer Licence in place, you may order Resource Packs as a bulk order in advance of Employer Courses being delivered.

- 3.5.2 Where you have made a bulk order of Resource Packs pursuant to clause 3.5.1, we will undertake a stock take of the Workbooks and keep a record of the Workbooks issued to your Organisation on your Organisation's account. Once the Workbook stock is finished, the Organisation Key Contact or the Employer Trainer (as applicable) will then be required to order new Resource Packs for the relevant Courses for which the Workbooks were issued.
- 3.5.3 Organisations with Workbooks in stock will be able to use their current stock and enable access to Team Teach Connect for Courses for personnel until the stock of Workbooks is depleted (with access to Team Teach Connect for one member of personnel for each Course being granted in relation to each Workbook issues).
- 3.5.4 The initial stock take will report on the amount of print workbooks the Organisation has ordered and has in stock. If your Organisation already has a stock of hard copy Workbooks, Personnel will upon being registered for an Employer Course receive access to Team Teach Connect which will include a digital version of the Workbook. We will keep track of the numbers of Workbooks in stock by an Organisation until the stock is depleted. Organisations will then be required to purchase more Workbooks in bulk for future Courses, or to order Resource Packs per attendee of each Course.

4 PART D – DIGITAL COURSES

4.1 This Part D applies to Team Teach Courses which are made available digitally (Digital Courses).

4.2 Our contract with you

4.2.1 **Our contract.** Part D of these Terms applies to any booking of a digital only course (**Digital Booking**). This Part D, together with the relevant parts of Part A and each relevant Booking Confirmation (defined below), set out the contract between us and you for the delivery of any Digital Courses (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4.2.2 **Authority.** You represent and warrant that you, and your Personnel who book a Digital Course whether for themselves or another individual, have full capacity and authority to enter into these Terms and any Contract with Team Teach. If any of your Personnel book a Digital Course, you agree and acknowledge that:

- (a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation;
- (b) you shall make your Personnel aware that they must not make a Digital Booking without your approval, and that any Contract for a Digital Booking will be made with you and not the individual; and
- (c) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner. Where we accept a Digital Booking and payment of Course Fees we do so on the basis that your Personnel makes that Digital Booking on behalf of you and not on a personal basis. It is your responsibility to ensure that your Personnel only make Digital Bookings on your behalf with your approval, and we will not refund Course Fees where a Digital Booking has been made without your approval.

4.2.3 **Entire agreement.** Each Contract is the entire agreement between you and us in relation to access being made available to a Digital Course to a member of your Personnel (an **Attendee**). You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or Team Teach Connect (as applicable).

4.2.4 **Language.** These Terms and all Contracts are made only in the English language.

4.3 Enrolling for Digital Courses

4.3.1 **Requesting access.** Either you, or your Personnel on your behalf, may request provision of a Digital Course from us by contacting us. The cost of the Digital Course is shown on our website.

- 4.3.2 **Booking Contact.** If we already have details of a Booking Contact for other Courses this will also be the Booking Contact for a Digital Booking. If we do not then we will ask the Attendee or person booking the Digital Course for the Booking Contact's contact information.
- 4.3.3 **Confirming bookings.** We will email the Attendee and the Booking Contact with confirmation of the Digital Course booking (**Booking Confirmation**). The Contract comes into place for each Digital Course booking when the Booking Confirmation is sent.
- 4.3.4 **Invoices.** The invoice will be sent to the Booking Contact. Please contact us if you require another copy.
- 4.3.5 **Correcting input errors.** If any of the information supplied by or on behalf of the Attendee as part of our Booking process appears incorrect please ask them to update it and/or notify us immediately. Please highlight to your Personnel that they should check the Booking Confirmation carefully and that any Digital Booking is in accordance with these Terms. You and your Personnel are responsible for ensuring that Digital Bookings are complete and accurate.

4.4 **Cancelling and refunds.**

- 4.4.1 If you notify us at any point up to two working days from paying for a Digital Course that you wish to cancel the Digital Course access then, provided that the Digital Course has not been accessed, we will refund you the full amount of Course Fees paid for that Digital Course (if our invoice has already been paid). If our invoice has not been paid we will not ask you to pay it and we will credit that invoice.
- 4.4.2 Once the Digital Course has been accessed, no refunds will be made.

4.5 **Access to Digital Courses.**

- 4.5.1 Once a Booking Confirmation has been issued, access to the Digital Course will be provided to the Attendee.
- 4.5.2 Access to a Digital Course will be available to the Attendee for a period of four weeks.
- 4.5.3 The Attendee must download all resources whilst working through the Digital Course. Once the Digital Course has been completed, or the four weeks' period has expired, no further access will be available to the Digital Course resources.