# **TERMS AND CONDITIONS**

The following Terms and Conditions apply to courses, workshops, keynote addresses or presentations of whatsoever nature ('training event') booked to be delivered by Accidental Counsellor Pty Ltd. 'Days' in these Terms & Conditions refers to calendar days and 'quoted rate' refers to the course fees excluding GST and disbursements. These Terms and Conditions will be effective and apply to all training events from 1 July 2024.

### **Invoicing Terms**

An invoice will be issued for the quoted rate plus disbursements, as may be applicable, on completion of delivery of each individual training event in a series of workshops, presentations, courses or keynotes. All invoices are payable within 30 days from invoice date.

#### **Cancellations Fees**

As most deliveries are scheduled well in advance of the training date for logistical reasons, late cancellations are costly to our business as those dates can invariably not be re-allocated. We therefore request that we are advised of cancellation more than 30 days ahead of a scheduled training event, failing which the following fees will apply:

- Bookings cancelled more than 30 days from the date of the training event 0% of the quoted rate.
- Bookings cancelled between 30 and 21 days (inclusive) of the training event 25% of the quoted rate.
- Bookings cancelled between 20 and 15 days (inclusive) of the training event 50% of the quoted rate.
- Bookings cancelled 14 days or fewer from the training event 100% of the quoted rate.

For the purpose of calculating the above, the original delivery date is treated as day zero and the day prior to delivery will be day 1. By way of an example, - if a workshop was booked for 31 May 2025 the following cancellation fee percentages will apply based on the date of cancellation:

- Booking cancelled on 30 April is 31 days prior to delivery (therefore more than 30-days) 0% cancelation fee.
- Booking cancelled on 1 May is 30 days prior to delivery (therefore between 30 and 21 days inclusive) 25% cancelation fee.
- Booking cancelled on 10 May is 21 days prior to delivery (therefore between 30 and 21 days inclusive) 25% cancelation fee.
- Booking cancelled on 11 May is 20 days prior to delivery (therefore between 20 and 15 days inclusive) 50% cancelation fee.
- Booking cancelled on or after 17 May is 14 days or fewer prior to delivery and therefore a 100% cancelation fee.

#### **Reschedule of Training Dates**

As most deliveries are scheduled well in advance of the training date, late rescheduling of bookings is costly to our business as those dates can invariably not be re-allocated. We therefore request that we are advised of the need to re-schedule more than 21 days ahead of a scheduled training event, failing which the following fees will apply **in addition to** the quoted rate.

- Bookings rescheduled more than 21 days from the date of the training event 0% of the quoted rate.
- Bookings rescheduled between 8 and 21 days (inclusive) of the training event 25% of the quoted rate.
- Bookings rescheduled 7 days or less before the training event 33% of the quoted rate.

For the purpose of calculating the above, the original delivery date is treated as day zero and the day prior to delivery will be day 1. By way of an example, - if a workshop was booked for 31 May 2025 the following rescheduling fee percentages will apply based on the date of cancellation:

- Booking rescheduled on 9 May is 22 days prior to delivery (therefore more than 21-days) 0% rescheduling fee.
- Booking rescheduled on 10 May is 21 days prior to delivery (therefore between 8 and 21 days inclusive) 25% rescheduling fee.
- Booking rescheduled on 23 May is 8 days prior to delivery (therefore between 8 and 21 days inclusive) 25% rescheduling fee.
- Booking rescheduled on 24 May is 7 days prior to delivery (therefore 7 days or less) –33% rescheduling fee.



- Please be aware that any cancellation or changes to the rescheduled booking, irrespective of when such
  changes are requested or occur, will incur a fee of 100% of the quoted rate. Once rescheduled, the quoted
  rate plus any applicable re-scheduling fee will be due in full whether or not the training event is cancelled or
  once again re-scheduled.
- An unavoidable change to the date of training may in exceptional circumstances need to be made due to reasons beyond our control (including trainer illness). Accidental Counsellor Pty Ltd will provide you with as much notice as possible if this occurs and will work with you to re-schedule the training at the earliest possible opportunity. Accidental Counsellor Pty Ltd is not responsible or liable to you or any attendee for any loss or expenses incurred due to that change.

## **Travel Costs for Corporate Training Outside of Sydney**

For any training that is cancelled or re-scheduled, irrespective of when they notice of cancellation or request to re-schedule is received, the full amount already disbursed, and for which we are unable to obtain a refund, for airport parking, flights and accommodation or other reasonable associated expenses (on a cost recovery basis) will be charged and payable. We aim to book travel at the most reasonable rates possible, which means that we do so on confirmation of booking or very shortly thereafter. Every effort will be made to obtain refunds if possible.

All cancellations or requests to reschedule a booking must be made in writing via email to: <a href="mailto:training@accidental-counsellor.com">training@accidental-counsellor.com</a>

## **Additional participants**

The maximum number of participants per workshop is 20. Prior approval must be sought in writing for any additional participants over that number. If approved, an additional fee of \$350 plus gst will be charged and payable for each such additional participant. Please note that, if approved, the maximum number of additional participants per session will be capped at 4.

### Right to use training material

All intellectual property and copyrights in and to any information, concept, approach, resource or training material provided by Accidental Counsellor Pty Ltd are, and remain, owned by Accidental Counsellor Pty Ltd. In this clause, training material includes any resource handbooks or exercise, or any note made by an attendee during the training session. Any resource books or training materials provided by Accidental Counsellor Pty Ltd are only to be distributed to registered participants of the relevant training and are intended to be read and understood only in the context of that training.

The recording of any sessions (virtual or face-to-face), whether by way of the platform in use or other device, is strictly prohibited.