VERACITY TRAINING & COUNSELLING
EMPOWERING MEANINGFUL MENTAL HEALTH CONVERSATIONS

RTO - Terms and Conditions (TRAINING) ("Terms"):

1. Acceptance of Terms

1.1 **Veranium Pty Ltd (ACN 698 743 921, ABN 91 698 743 921), trading as Veracity Training & Counselling**, is referred to in these Terms as the "Company", "We", "Our", or "Us". By confirming a booking, Course Development Services engagement, or other agreed Services engagement with Us, You agree to be bound by these Terms and Conditions ("Terms"), together with Our Privacy Policy, which forms part of these Terms by incorporation and is contractually binding.

(a) "You" means the organisation or person who books, arranges, or pays for the Services and who enters into these Terms with Us; and

(b) "Participant" means any individual attending or enrolled in a Course, whether or not they made the booking or payment.

You warrant that You have authority to make the booking, Course Development Services engagement, or other agreed Services engagement on behalf of Your organisation and to require, or arrange for, Participants to comply with these Terms to the extent they apply to Participants (including conduct, eligibility, participation requirements, safety obligations, and intellectual property).

Where You and the Participant are different people (for example, an organisation books and an employee attends), You are the contracting party for the commercial and payment terms of this Agreement, and each Participant is required to comply with the Participant obligations in these Terms by attending the Course. Where You and the Participant are the same person (for example, an individual books directly and attends), You are bound by both the commercial and payment terms and the Participant obligations in these Terms. Participants are not contracting parties to the commercial and payment terms of this Agreement unless they book directly; however, by attending a Course, each Participant agrees to comply with all provisions of these Terms that apply to Participants. Please raise any questions or concerns with Us before confirming Your booking, Course Development Services engagement, or other agreed Services engagement. You are responsible for ensuring that Participants are made aware of these Terms before attending the Course.

1.1A We are not a Registered Training Organisation (RTO). Where a Course is delivered for, through, under, or in connection with an RTO, issuing body, licensing body, program owner, platform provider, materials provider, or fulfilment provider (including MHFA, where applicable), that entity is responsible for the obligations, requirements, systems, and outcomes within its control. This may include RTO regulatory obligations, enrolment administration, student or participant records, assessment requirements, competency decisions, accreditation or certification decisions, statements of attainment, completion records, funding or reporting obligations, eLearning or platform access conditions, Learning Management System (LMS) requirements, program-specific regulatory or compliance requirements, and any technical or administrative requirements of its own platform, LMS, shop, fulfilment process, delivery process, or systems. Where a Course or related program component includes an MHFA Manual, Manual Redemption Code, Learner Access Pass, voucher, digital resource, physical resource, or similar third-party program component, the applicable method of supply will be as stated in the Quote/Invoice, booking confirmation, or booking communications. Unless expressly stated otherwise in writing, Our role is limited to delivering the Course in accordance with the agreed scope and applicable requirements and, where applicable, purchasing, ordering, issuing, assigning, providing, distributing, or otherwise facilitating required access, materials, vouchers, Manual Redemption Codes, Learner Access Passes, MHFA Manuals, or similar program components within the limits of the method of supply stated in the Quote/Invoice, booking confirmation, or booking communications. We are not responsible for any RTO, issuing-body, program-owner, platform-provider, materials-provider, fulfilment-provider, or delivery-provider obligation, decision, requirement, system, process, or outcome except to the extent required by law or caused by Our own negligence, breach of these Terms, or failure to take reasonable care in performing the limited role allocated to Us under these Terms.

1.2 If You do not agree with these Terms or Our Privacy Policy, please do not use Our Services ("Services").

1.3 For Your convenience, a glossary of definitions is included in clause 29 of these Terms.

1.4 By confirming Your booking, Course Development Services engagement, or other agreed Services engagement, You acknowledge that You have read and understood these Terms and Conditions and Our Privacy Policy, and that You had the opportunity to ask questions and seek clarification before entering into this Agreement.

1.4A Each Course booking, Course Development Services engagement, or other agreed Services engagement forms a separate agreement between You and Us under these Terms. The agreement for a particular Course, Course Development Services engagement, or other Services engagement begins when the booking or engagement is confirmed by satisfaction of the applicable requirements in clause 2.1 and the Quote/Invoice, and continues until the relevant Services have been supplied and all outstanding payment obligations under these Terms and the Quote/Invoice have been satisfied. Any subsequent booking or engagement will form a new and separate agreement governed by the version of these Terms in effect at the time that booking or engagement is confirmed.

1.5 If there is an inconsistency between these Terms, the Quote/Invoice, and any other referenced document, the order of precedence is: (a) these Terms; (b) the Quote/Invoice; and (c) any other referenced document, except to the extent that the Quote/Invoice expressly states that a specific term, scope, fee, licence, inclusion, exclusion, timeframe, or other arrangement is intended to vary or override these Terms for the relevant booking, Course Development Services engagement, or other Services engagement.
1.6 Authority for Instructions and Variations
1.6.1 Unless otherwise agreed in writing, only You may give instructions that vary or affect the scope, fees, Course dates, Participant numbers, deliverables, cancellation or rescheduling arrangements, or other commercial or contractual terms of the Services. A Client, Participant, host site, or other Third Party has no authority to vary this Agreement or bind Us in relation to those matters unless expressly authorised by You in writing and accepted by Us in writing.
1.6.2 We may act on reasonable operational directions given by a Client or host site where necessary for the practical delivery of the Services, including directions relating to venue access, work health and safety, security, emergency procedures, room arrangements, and other site-specific matters within the agreed scope. Such operational directions do not vary this Agreement unless the requirements of clause 1.6.1 are satisfied.

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2. Payment and Deposit
2.1 To secure Your booking, commence Course Development Services, or otherwise confirm an engagement for Services, the Deposit and any upfront amounts specified in the Quote/Invoice must be paid. Unless otherwise stated in the Quote/Invoice:
2.1.1 for Course delivery, a Deposit of 50% of the Course Fee is payable to secure the booking;
2.1.2 for Course Development Services, a Deposit of 50% of the Course Development Fee is payable to commence the project; and
2.1.3 payment in full is required for all Non-Refundable Items specified in the Quote/Invoice.
2.1A You must complete the RTO Booking Form at https://www.vtac.life/rto-booking for each Course. Completion of the RTO Booking Form is a mandatory administrative requirement for Course delivery, but is not a condition precedent to the formation of a binding booking where payment has been made in accordance with clause 2.1. Failure to complete the RTO Booking Form may result in delays to, suspension of, or inability to deliver the Course, and does not affect Your payment obligations under these Terms.
2.1B After the booking is secured, You must complete the relevant Mental Health Questionnaire for the Course. The applicable questionnaire (including the link) will be identified in the Quote/Invoice or in Our booking communications and must be completed by the deadline specified by Us. This questionnaire forms part of Our work health and safety (WHS) and risk management processes for delivering Courses that may include sensitive mental health content.
2.2 The balance of the Course Fee, Course Development Fee, Licence Fee, Annual Licence Fee, Once-Off Licence Fee, and any other amounts payable under these Terms must be paid by the due date specified in the Quote/Invoice or otherwise notified by Us in writing. If no due date is specified for a Course delivery booking, the balance must be paid no later than five (5) Business Days before Course Commencement, or at the time of booking if the booking is made within five (5) Business Days of Course Commencement. If no due date is specified for Course Development Services, the balance must be paid within seven (7) Business Days of completion of course content, unless otherwise stated in the Quote/Invoice.
2.3 For administrative purposes, the final or balance invoice may be issued and dated on the first day of a Course, at completion of course content, or at another milestone stated in the Quote/Invoice. This does not change any due dates notified in the Quote/Invoice or booking communications, or Your obligation to pay any Deposit, Course Fee, Course Development Fee, Licence Fee, Annual Licence Fee, Once-Off Licence Fee, Non-Refundable Items, or cancellation fees that become payable under these Terms. If a cancellation, withdrawal, change of scope, or other event gives rise to a fee or amount payable under these Terms, We may issue an invoice reflecting that amount at the time the relevant event occurs or is notified.
2.4 For Course delivery bookings, the invoice may include:
(a) the agreed fixed-fee component. This fixed-fee component includes the minimum number of Participants and is based on the reserved delivery capacity. If the Course proceeds, the fixed-fee component remains payable in full regardless of the number of Participants who ultimately attend the Course or are provided by You. This commercial minimum is distinct from the minimum number of Participants required by the relevant issuing body (including MHFA where applicable) in order for the Course to be delivered, as set out in clause 3.6. A reduction in Participant numbers does not reduce the fixed-fee component once the Course booking has been secured;
(b) any per-Participant fee for additional Participants above the minimum; and
(c) any applicable per-Participant charges for program access, materials, program licences, access arrangements, or other Course-related components that constitute Non-Refundable Items under these Terms.
For Course Development Services, the invoice may include the Course Development Fee, Licence Fee, Annual Licence Fee, Once-Off Licence Fee, milestone payments, revision fees, out-of-scope work, or other amounts specified in the Quote/Invoice.
2.4.1 The number of Participants is confirmed at the start of the Course. However, any Non-Refundable Items (including eLearning access, MHFA Manuals, Manual Redemption Codes, coupon codes, voucher codes, Learner Access Passes (LAPs),

vouchers, platform access, LMS access, freight, postage, delivery, fulfilment, materials, program licences, access arrangements, or other Course-related program components) that have been ordered, purchased, issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred in reliance on the Participant details, Participant numbers, or Participant list provided by You (whether before or at commencement) remain payable and are not refundable, including for any Participants who withdraw, are cancelled, are replaced late, do not attend, do not access or complete eLearning, do not redeem a Manual Redemption Code, experience platform or LMS access issues, or experience MHFA Manual redemption or third-party delivery issues, subject to any rights You may have under the Australian Consumer Law.
2.4.2 If additional Participants attend or participate in the Course beyond the number originally booked or invoiced, the invoice will be updated to reflect the additional Participants and any applicable per-Participant charges.
2.4.3 Payment must be made against the updated invoice within the payment terms specified.
2.5 Payments for Services are charged on a Direct Settlement Rate basis and must be made by PayID, BPAY (including Visa and Mastercard, with no surcharge applied by Us), or Direct Bank Deposit. The amount notified to You at the time of booking or otherwise stated on Our Quote/Invoice is the total and final amount payable for the Services using those payment methods, subject to any rights You may have under the Australian Consumer Law. We do not maintain a retail merchant facility for this pricing basis. If Your policy requires credit or debit card settlement, where all processing fees are absorbed by the merchant, please let Us know. We may agree in writing to re-issue the Quote/Invoice at Our Standard Rate to accommodate those specific requirements. Where a Quote/Invoice is re-issued on a Standard Rate basis, the re-issued amount is the total and final amount payable for the Services using the payment method stated in that re-issued Quote/Invoice, subject to any rights You may have under the Australian Consumer Law.
2.6 Providing incorrect or incomplete information may cause delays and/or impact Our Services, and You may incur additional costs.
2.7 Funds are deemed received only when cleared in Our nominated account.
2.8 You must pay all amounts due under these Terms in full and without set-off, counterclaim, or deduction of any kind, except where required by law.
2.9 Amounts not paid when due accrue interest at 8% per annum, calculated daily and compounding monthly, or the maximum rate permitted by law (whichever is lower), until payment is received in full.
2.10 You agree to pay Our reasonable costs of collection (including reasonable legal fees to the extent permitted by law) incurred in recovering overdue amounts. We also reserve the right to recover any reasonable costs directly arising from failed, declined, or reversed payments (including dishonour fees or chargebacks), subject to any rights You may have under the Australian Consumer Law.
2.11 Any Deposit paid to secure a booking, commence Course Development Services, or otherwise confirm an engagement for Services will be applied in priority to any Non-Refundable Items, Course Development Fee, Licence Fee, Annual Licence Fee, Once-Off Licence Fee, applicable cancellation fees, and any other amounts properly payable under these Terms and the Quote/Invoice for the relevant booking, Course Development Services engagement, or other Services engagement. Where, under these Terms, You are entitled to a Refund, only then will any surplus of the Deposit after such deductions be refunded to You in accordance with clause 16.
2.12 Pricing Structure. Unless otherwise stated in the Quote/Invoice:
(a) for Course delivery, the Course Fee includes a fixed course delivery component for capacity reserved for the Course. Certain items are charged per Participant, including Non-Refundable Items and other participant-specific program or resource costs, and may be itemised separately or included within the Course Fee; and
(b) for Course Development Services, the applicable Course Development Fee, Licence Fee, Annual Licence Fee, Once-Off Licence Fee, revision fees, out-of-scope fees, milestone payments, and any other amounts payable are as stated in the Quote/Invoice.
2.13 Participant List Deadline. For Course delivery bookings, You must provide Us with a final Participant list by the deadline specified by Us in writing, including in the Quote/Invoice or booking communications. This clause does not apply to Course Development Services or other Services that do not include delivery of a Course to Participants. If no deadline is specified for a Course delivery booking, You must provide the final Participant list no later than ten (10) Business Days before the first day of the Course. You are responsible for ensuring that all Participant information provided is accurate and complete. Any Non-Refundable Items ordered, purchased, issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred based on the Participant details, Participant list, or Participant numbers You provide remain payable in full. You acknowledge that Participant details may be shared with relevant RTOs, issuing bodies, program owners, platform providers, materials providers, fulfilment providers, or delivery providers (including MHFA, where applicable) for the purposes of enrolment, access, eLearning access, LMS access, platform access, Manual Redemption Codes, MHFA Manuals, materials, fulfilment, delivery, assessment, attendance administration, accreditation processing, completion records, and issuing outcomes, in accordance with Our Privacy Policy.
2.14 The price of any Non-Refundable Items (including MHFA Manuals, eLearning access, LMS access, platform access, Manual Redemption Codes, coupon codes, voucher codes, freight, postage, handling, delivery, fulfilment, or third-party materials) may be included within the Course Fee or itemised separately in the Quote/Invoice. Where such items are not individually priced, their value forms part of the Course Fee and reflects Our acquisition cost, any applicable freight, postage, fulfilment, delivery, or third-party charges, and reasonable handling and administration costs. Supplier pricing,

program requirements, platform requirements, fulfilment arrangements, postage or delivery costs, and reasonable delivery-related costs may change from time to time, and the applicable pricing will be as stated in the Quote/Invoice for the relevant Course.

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3. Course Cancellation Policy

3.0 This clause 3 applies to cancellation of Course delivery bookings only. It does not apply to cancellation, withdrawal from, pause, discontinuance, non-progression, or termination of Course Development Services, Developed Materials, licence arrangements, Annual Licences, Once-Off Licences, or other non-Course delivery Services, which are governed by the Quote/Invoice, clause 17A, and any other applicable provisions of these Terms.

3.1 Certain Course delivery materials and components—including, but not limited to, physical training materials, digital access fees, accreditation access fees, MHFA Manuals, Learning Management System (LMS) access, platform access, Manual Redemption Codes, coupon codes, voucher codes, Learner Access Pass (LAP) fees, and any MHFA or other third-party eLearning vouchers—may be included in the Course Fee or itemised separately. All such materials and components that are marked as non-refundable on the Quote/Invoice, booking confirmation, or booking communications are strictly non-refundable once ordered, purchased, issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred, regardless of how far in advance the Course is cancelled. These items cannot be cancelled, returned, transferred, reassigned, reactivated, replaced, or refunded by the issuing body, program owner, platform provider, materials provider, or fulfilment provider (including MHFA or other relevant third-party providers) once processed, except to the extent expressly permitted by that entity, and therefore remain payable in full in the event of cancellation, subject to any rights You may have under the Australian Consumer Law.

3.1A For the avoidance of doubt, where a cancellation occurs within forty-eight (48) hours of Course Commencement, the applicable “within forty-eight (48) hours” cancellation provision in this clause 3 applies in priority to any other cancellation timeframe in this clause 3.

3.1B For the purposes of calculating cancellation timeframes under this clause 3:

(a) any reference to “hours” is calculated as a period of hours immediately preceding Course Commencement;

(b) any reference to “calendar days” is calculated by counting whole calendar days ending at Course Commencement; and

(c) if a timeframe measured in calendar days overlaps with a timeframe measured in hours, the hours-based timeframe applies to the extent of any inconsistency.

3.1C For the purposes of this clause 3, any cancellation fee (whether expressed as a fixed amount, a percentage of the Course Fee, or otherwise) is intended to represent a genuine pre-estimate of the loss We are likely to incur as a result of cancellation. This includes (without limitation) loss of reserved delivery capacity, trainer allocation, administrative costs, committed resources, and the limited ability to redeploy resources or secure an alternative booking on short notice.

3.1D Where a Course, eLearning component, Learner Access Pass (LAP), MHFA Manual purchase, or other program component includes a Manual Redemption Code, coupon code, voucher code, or similar code for an MHFA Manual or other physical or digital resource, Our role is limited to purchasing, ordering, issuing, providing, or otherwise facilitating the relevant code and any related redemption instructions made available to Us. Unless We expressly agree otherwise in writing, You and/or the relevant Participant are responsible for redeeming the code directly through the relevant issuing body, program owner, shop, platform, or fulfilment process, including providing accurate delivery details and complying with any redemption timeframe, account, access, stock, delivery, or fulfilment requirements set by that entity. We do not control the MHFA shop, Australia Post, any other delivery provider, MHFA Manual stock availability, dispatch timeframes, delivery timeframes, failed delivery processes, address correction processes, lost or damaged item processes, replacement processes, or any redemption, fulfilment, or delivery decision made by the issuing body, program owner, materials provider, fulfilment provider, or delivery provider, except to the extent required by law or caused by Our own negligence, breach of these Terms, or failure to take reasonable care in performing the limited role allocated to Us under these Terms.

3.1E Where the Quote/Invoice or booking communications state that an MHFA Manual or other physical Course material is included, and do not state that the item is supplied by Manual Redemption Code, coupon redemption, voucher code, or another third-party redemption process, the item will be supplied by Us directly at the face-to-face Course unless We notify You otherwise in writing. In that case, We will take reasonable steps to order, receive, transport, and make that material available to the relevant Participant at the Course. However, supplier availability, third-party dispatch, freight, postage, courier delivery, Australia Post delivery, stock delays, and other matters outside Our reasonable control may affect timing or availability. If a delay or issue outside Our reasonable control affects supply of the physical material, We will use reasonable efforts to make alternative arrangements where practicable, subject to any applicable issuing-body requirements, Course requirements, and rights You may have under the Australian Consumer Law.

3.2 For Courses **with an eLearning component** (such as, but not limited to, ‘Blended Face-to-Face’ and ‘Blended Online’ Courses):

3.2.1 The Course Fee for Courses with an eLearning or other program-access component may include a non-refundable per-Participant access component. Where a Course is delivered under a third-party program, platform, Learning Management System (LMS), or issuing body (including MHFA, The Working Mind, or an RTO-related program arrangement, where applicable), the applicable cost of eLearning access, LMS access, platform access, program access, Learner Access

Pass (LAP) fees, digital resources, Manual Redemption Codes, MHFA Manuals, or similar per-Participant charges will be reflected in the Course Fee stated in the Quote/Invoice, booking confirmation, or booking communications. Any such amounts are Non-Refundable Items once ordered, purchased, issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred, and remain payable regardless of how far in advance the Course is cancelled, subject to any rights You may have under the Australian Consumer Law.
3.2.1A For Courses delivered under Mental Health First Aid Australia (MHFA), the eLearning component typically represents a material portion of the Course Fee. eLearning access and the associated Learner Access Pass (LAP) are often issued or assigned in advance of the instructor-led component and may include, or be associated with, access to an MHFA Manual through a Manual Redemption Code, coupon code, voucher code, or similar redemption process, where stated in the Quote/Invoice or booking communications. Our role in relation to such eLearning access, LAPs, MHFA Manuals, Manual Redemption Codes, or related program components is limited to purchasing, ordering, issuing, assigning, providing, distributing, or otherwise facilitating access, codes, or materials for the relevant Participant based on the Participant details provided to Us and the method of supply stated in the Quote/Invoice or booking communications. Where applicable, Our role may also include updating attendance or completion information for the instructor-led component within the limits of the access made available to Us by MHFA. MHFA is responsible for the eLearning platform, Learning Management System (LMS), MHFA shop, platform access conditions, account access, technical support, eLearning content, eLearning completion requirements, Manual Redemption Code process, MHFA Manual fulfilment, dispatch and delivery arrangements controlled by MHFA or its providers, assessment pathways, certificates, accreditation outcomes, and any platform-specific, LMS-specific, shop-specific, redemption-specific, fulfilment-specific, or delivery-specific policies or processes. Once eLearning access, a LAP, a Manual Redemption Code, an MHFA Manual, or a related program component is issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred, it cannot be cancelled, transferred, reassigned, reactivated, replaced, or refunded by MHFA, including where the Participant does not access or complete the eLearning component, does not redeem a Manual Redemption Code, experiences platform or LMS access issues, experiences MHFA Manual redemption or delivery issues, is replaced, withdraws, or does not attend the instructor-led component, except to the extent required by law or caused by Our own negligence, breach of these Terms, or failure to take reasonable care in performing the limited role allocated to Us under these Terms. This creates a higher risk of non-recoverable cost where Participant numbers change, Participants are replaced, Manual Redemption Codes are issued or redeemed, MHFA Manuals are ordered or distributed, or a booking is cancelled, and those Non-Refundable Items remain payable in accordance with these Terms, subject to any rights You may have under the Australian Consumer Law.
3.2.2 eLearning vouchers, Learner Access Passes (LAPs), platform access, LMS access, Manual Redemption Codes, coupon codes, voucher codes, or similar program access components cannot be transferred to another person or Course once issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred, except to the extent expressly permitted by the relevant issuing body, program owner, platform provider, materials provider, or fulfilment provider. We do not control those transfer rules and cannot guarantee that any substitution, reassignment, extension, cancellation, reactivation, replacement, fulfilment, delivery, or platform or LMS access change will be available.
3.2.3 If You cancel the entire Course **twenty-one (21) or more calendar days** before the first day of the Course, no cancellation fee will apply. However, non-refundable amounts identified in clauses 3.1 and 3.2.1 will not be refunded.
3.2.4 If You cancel the entire Course **fourteen (14) or more calendar days** before the first day of the Course, **but less than twenty-one (21) calendar days** before the first day of the Course, a cancellation fee of **$225** exclusive of GST per Course will apply, in addition to the non-refundable amounts identified in clauses 3.1 and 3.2.1.
3.2.5 If You cancel the entire Course **seven (7) or more calendar days before** the first day of the Course, **but less than fourteen (14) calendar days** before the first day of the Course, a cancellation fee of **$325** exclusive of GST per Course will apply, in addition to the non-refundable amounts identified in clauses 3.1 and 3.2.1.
3.2.6 If You cancel the entire Course **more than forty-eight (48) hours** before Course Commencement, **but less than seven (7) calendar days** before the first day of the Course, a cancellation fee of **$425** exclusive of GST per Course will apply, in addition to the non-refundable amounts identified in clauses 3.1 and 3.2.1.
3.2.7 If You cancel the entire Course **within forty-eight (48) hours** of Course Commencement, a cancellation fee equal to **100%** of the Course Fee applies, together with any Non-Refundable Items payable in addition to the Course Fee as identified in clauses 3.1 and 3.2.1. No-shows are treated as cancellations within forty-eight (48) hours of Course Commencement. If any amount has already been paid, no Refund will be provided for any part of the Course Fee or the Non-Refundable Items. If the Course Fee and Non-Refundable Items have not been paid in full, We may invoice You for the balance and it remains payable in accordance with clause 2.

3.3 For Courses **without an eLearning component**:
3.3.1 If You cancel the entire Course **twenty-one (21) or more calendar days** before the first day of the Course, no cancellation fee will apply. However, non-refundable amounts identified in clause 3.1 will not be refunded.
3.3.2 If You cancel the entire Course **fourteen (14) or more calendar days** before the first day of the Course, **but less than twenty-one (21) calendar days** before the first day of the Course, a cancellation fee of **$225** exclusive of GST per Course will apply, in addition to the non-refundable amounts identified in clause 3.1.

3.3.3 If You cancel the entire Course **seven (7) or more calendar days** before the first day of the Course, **but less than fourteen (14) calendar days** before the first day of the Course, a cancellation fee of **$325** exclusive of GST per Course will apply, in addition to the non-refundable amounts identified in clause 3.1.
3.3.4 If You cancel the entire Course **more than forty-eight (48) hours** before Course Commencement, **but less than seven (7) calendar days** before the first day of the Course, a cancellation fee of **$425** exclusive of GST per Course will apply, in addition to the non-refundable amounts identified in clause 3.1.
3.3.5 If You cancel the entire Course **within forty-eight (48) hours** of Course Commencement, a cancellation fee equal to **100%** of the Course Fee applies, together with any Non-Refundable Items payable in addition to the Course Fee as identified in clause 3.1. No-shows are treated as cancellations within forty-eight (48) hours of Course Commencement. If any amount has already been paid, no Refund will be provided for any part of the Course Fee or the Non-Refundable Items. If the Course Fee and Non-Refundable Items have not been paid in full, We may invoice You for the balance and it remains payable in accordance with clause 2.

3.4 All cancellations of the entire Course must be made in writing and emailed to info@vtac.life to be processed under these Terms and to be eligible for any applicable Refund. A cancellation is effective when We receive it at that email address. We will use reasonable efforts to confirm receipt of Your cancellation request in writing within two (2) Business Days; however, failure by Us to provide confirmation does not invalidate a cancellation that We have received. If You do not receive confirmation within that timeframe, You should follow up to ensure that Your cancellation request has been received.
3.5 Where You are entitled to a Refund in connection with cancellation of a Course under this clause 3, the amount of that Refund will be determined in accordance with this clause 3, clause 9, and any rights You may have under the Australian Consumer Law. No deduction will be made from a Refund solely because You used a payment method permitted under clause 2.5.
3.6 Certain Courses require a minimum number of eligible Participants. If Participant withdrawals, cancellations, failure to provide sufficient eligible Participants, or other matters within Your control (and not due to any act or omission by Us) cause numbers to fall below the required minimum and We are not permitted to deliver the Course, the Course will be treated as cancelled by You, and the applicable cancellation fees under clause 3 will apply, together with the Non-Refundable Items set out in clause 3.1. This minimum requirement is distinct from any commercial minimum.

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4. Course Materials Storage
4.1 MHFA Manuals, printed Course materials, physical training materials, boxed resources, or other physical items supplied or facilitated for a Course must be used only for the Course for which they are ordered, purchased, received, supplied, or otherwise made available, and must not be stockpiled, retained for extended periods, transferred, reassigned, or used for future Courses unless otherwise agreed by Us in writing and permitted by the relevant RTO, issuing body, program owner, materials provider, or fulfilment provider.
4.2 If We hold any MHFA Manuals, printed Course materials, physical training materials, boxed resources, or other physical items in storage on Your behalf, storage charges of $120 per square metre (or part thereof) per month may apply after one (1) month from the date the items are received into storage. If the items remain in storage after six (6) months, and after We give You at least fourteen (14) days' written notice to collect the items or pay any outstanding storage fees, We may dispose of, repurpose, or otherwise deal with the items in Our discretion and in accordance with applicable law, subject to any requirements of the relevant RTO, issuing body, program owner, materials provider, or fulfilment provider.
4.3 Risk in and responsibility for any MHFA Manuals, printed Course materials, physical training materials, boxed resources, or other physical items held in storage on Your behalf remain with You. You must collect stored items within the timeframe notified by Us or pay applicable storage fees. We are not responsible for deterioration, damage, or loss of stored items except to the extent caused by Our negligence, breach of these Terms, or failure to take reasonable care.

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5. Course Eligibility
5.0 This clause 5 applies to Course eligibility and Participant eligibility for Course delivery bookings only. It does not apply to Course Development Services, Developed Materials, licence arrangements, Annual Licences, Once-Off Licences, or other non-Course delivery Services, except to the extent those Services are expressly connected with eligibility requirements for a Course.
5.1 We do not warrant or guarantee that You or any Participant meet any eligibility criteria applicable to a Course. Where a Participant does not meet the applicable eligibility requirements (for example, enrolment in a 'Refresher' Course without meeting prerequisite requirements), no Refund (in whole or in part) will be provided, subject to any rights You may have under the Australian Consumer Law.
5.2 You are responsible for ensuring the eligibility of all Participants for the relevant Course.

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6. Course Participation
6.0 This clause 6 applies to Course participation, Participant attendance, Course completion, Course delivery requirements, and Course-related accreditation, attendance, completion, platform, LMS, eLearning, RTO, issuing-body, program-owner, and platform-provider outcomes only. It does not apply to Course Development Services, Developed Materials, licence

arrangements, Annual Licences, Once-Off Licences, or other non-Course delivery Services, except to the extent those Services are expressly connected with Course participation, Course delivery, Participant access, or Course-related completion or accreditation requirements.
6.1 Full attendance at the Course is required to obtain any relevant Accreditation and/or Attendance / Completion Certificate, including successful completion of any required eLearning component(s), where applicable. Where eLearning is required by an RTO, issuing body, program owner, or platform provider (including MHFA, where applicable), the Participant is responsible for accessing, completing, and complying with the eLearning requirements within the timeframe and conditions set by that RTO, issuing body, program owner, or platform provider, including any requirements associated with the relevant Learning Management System (LMS). We do not control the eLearning platform, LMS, access conditions, technical support, completion rules, assessment pathways, accreditation outcomes, RTO completion records, or issuing-body outcomes, except to the limited extent that We are given access to purchase or assign eLearning access and, where applicable, update attendance or completion information for the instructor-led component.
6.2 Course duration is as stated in Your booking confirmation or Quote/Invoice, and/or as required by the relevant RTO, issuing body, program owner, or platform provider, including MHFA where applicable.
6.3 Refunds will not be provided (partial or full) for incomplete Courses, subject to any rights You may have under the Australian Consumer Law.
6.4 Accreditation and/or Attendance / Completion outcomes (where applicable) are determined solely by the applicable assessment, attendance, completion, accreditation, or issuing criteria of the relevant RTO, issuing body, program owner, or platform provider, including MHFA assessment criteria where applicable.
6.5 Refunds will not be provided (partial or full) if You or a Participant do not achieve any relevant Accreditation and/or Attendance / Completion outcomes (where applicable), subject to any rights You may have under the Australian Consumer Law.
6.6 If a Participant is, or has previously been, a counselling client of Veracity Training & Counselling (or any of Our practitioners), the Course remains an educational, group-based training service only. Participation in the Course does not constitute counselling, psychotherapy, clinical treatment, or therapeutic intervention, and does not form part of any counselling services (including where the Participant has informal contact with the facilitator during breaks, before or after sessions, or during training activities). Any counselling support is provided only in a separate counselling session booked for that purpose and governed by the applicable counselling agreement and related consent, privacy, and clinical policies. Attendance at training does not replace, extend, or modify any existing counselling arrangement.
6.7 Where a Course, or any part of a Course, is delivered online, Participants are generally expected to participate with video enabled and to be able to communicate via audio for the duration of the Course unless otherwise agreed with Us in advance. Maintaining visible participation supports psychological safety, respectful group interaction, and effective facilitation of sensitive content, and aligns with MHFA program delivery standards. Where a Participant has a genuine reason they cannot meet this expectation (including accessibility needs or technical limitations), they should contact Us prior to the Course so appropriate and reasonable arrangements can be considered.
6.8 Courses may include discussion of mental health, crisis situations, or lived experiences that some Participants may find sensitive or emotionally challenging. Participants are encouraged to monitor their own wellbeing during the Course and may step away, take a pause, or choose not to participate in particular discussions if needed. Participants are responsible for seeking appropriate personal or professional support outside the Course if they experience distress or require assistance beyond the scope of the training. Our Courses are educational in nature and are not counselling, psychotherapy, crisis support, or therapeutic services.
6.9 Where a Course, or any part of a Course, is delivered online, Participants are responsible for ensuring they have suitable technology, internet connectivity, and access to the required platform (for example, Zoom, Microsoft Teams, or other nominated platform) in order to participate in the Course. To the extent permitted by law, We are not responsible for delays, interruptions, or inability to participate caused by a Participant's equipment, internet connection, workplace network restrictions, or other factors outside Our control. Where a technical issue significantly disrupts delivery of the Course, We will use reasonable efforts to resolve the issue or make alternative arrangements where reasonably practicable.
6.10 We reserve the right to substitute the scheduled trainer or facilitator with another suitably qualified trainer if required due to illness, unavailability, or circumstances beyond Our reasonable control. Any substitute trainer will hold the necessary qualifications and approvals required to deliver the Course, including any RTO, issuing body, program owner, or platform provider requirements, such as MHFA instructor accreditation where applicable.
6.11 Where a Course is delivered under licence, accreditation, RTO arrangement, or program standards set by an RTO, issuing body, program owner, or platform provider (including MHFA, where applicable), Participants and You must comply with any applicable program requirements, eligibility criteria, assessment conditions, participation standards, eLearning requirements, platform access conditions, Learning Management System (LMS) requirements, technical requirements, completion rules, RTO administrative requirements, or delivery rules set by that RTO, issuing body, program owner, or platform provider from time to time. If such requirements change after a booking is confirmed and affect the delivery, structure, duration, eligibility, eLearning access, platform requirements, LMS requirements, RTO administrative requirements, or other administrative requirements of the Course, We may make reasonable adjustments to ensure compliance with those requirements. Where such changes materially affect the Course, We will notify You as soon as

reasonably practicable and discuss appropriate arrangements where required, subject to any rights You may have under the Australian Consumer Law.
6.12 Where a Participant experiences difficulty accessing, using, completing, redeeming, receiving, or troubleshooting any eLearning component, online platform, Learning Management System (LMS), account, login, Learner Access Pass (LAP), Manual Redemption Code, coupon code, voucher code, MHFA Manual, digital resource, assessment pathway, certificate pathway, shop process, fulfilment process, delivery process, RTO system, student-management system, or other third-party program system or resource controlled by an RTO, issuing body, program owner, platform provider, materials provider, fulfilment provider, or delivery provider (including MHFA, where applicable), the Participant is responsible for raising that issue directly with the relevant RTO, issuing body, program owner, platform provider, materials provider, fulfilment provider, or delivery provider through the support pathways made available by that entity. We may, where reasonably practicable and within the limits of Our access and role, provide general administrative information, confirm that access or a code has been assigned or provided based on the Participant details provided to Us, re-send instructions previously made available to Us, or confirm the method of supply stated in the Quote/Invoice or booking communications. However, We are not responsible for providing technical support for third-party platforms, LMS systems, RTO systems, or student-management systems, resolving account access issues, extending or reactivating eLearning access, changing platform, LMS, RTO, or student-management records, redeeming Manual Redemption Codes on behalf of Participants, correcting Participant delivery details entered into a third-party shop or fulfilment system, tracking or managing Australia Post or other delivery services controlled by a third party, replacing lost or damaged items supplied or delivered through a third-party redemption or fulfilment process, modifying completion requirements, determining eLearning completion status, issuing accreditation outcomes, issuing RTO records or statements of attainment, or overriding any decision, requirement, timeframe, support process, redemption process, fulfilment process, delivery process, or outcome of the relevant RTO, issuing body, program owner, platform provider, materials provider, fulfilment provider, or delivery provider, except to the extent required by law or caused by Our own negligence, breach of these Terms, or failure to take reasonable care in performing the limited role allocated to Us under these Terms.

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7. Course Rescheduling and Participant Substitutions
7.0 This clause 7 applies to rescheduling of Course delivery bookings and substitution of Participants for Course delivery bookings only. It does not apply to rescheduling, variation, extension, pause, discontinuance, non-progression, or termination of Course Development Services, Developed Materials, licence arrangements, Annual Licences, Once-Off Licences, or other non-Course delivery Services, which are governed by the Quote/Invoice, clause 17A, and any other applicable provisions of these Terms.
7.1 If You wish to reschedule a Course, You must notify Us in writing at least fourteen (14) calendar days before the first day of the Course. We will use reasonable efforts to accommodate a Course rescheduling request made within that timeframe, subject to availability. Requests made less than fourteen (14) calendar days before the first day of the Course may be treated as a cancellation under clause 3 (Course Cancellation Policy), unless We agree otherwise in writing.
7.2 All Course rescheduling requests must be made in writing and emailed to info@vtac.life.
7.3 Rescheduling is permitted on one occasion only, to an Equivalent Course, and must occur within 6 calendar months of the original Course date (calculated from the first day of the original Course), subject to availability.
7.4 The amount invoiced will not be reduced if the rescheduled Course has fewer Participants than the original booking.
7.5 If a Course is rescheduled at Your request and the rescheduled Course later does not proceed because of a cancellation by You, a failure by You to provide a suitable venue, a failure by You to provide sufficient eligible Participants, or another act or omission within Your control, then any applicable cancellation fee under clause 3 may be assessed by reference to the original Course date if, and only to the extent that, doing so reflects Our reasonably foreseeable loss arising from the original reservation of delivery capacity, trainer allocation, committed resources, and the limited ability to redeploy those resources. This clause applies only to the extent permitted by law and does not apply where the rescheduled Course does not proceed because of any act or omission by Us, a Force Majeure event under clause 9, a change imposed by an issuing body or program owner, or another matter outside Your reasonable control.
7.6 You may substitute one Participant for another by giving at least three (3) calendar days' written notice by email to info@vtac.life before the first day of the Course, provided the substitute Participant meets all eligibility criteria.
7.7 Where a Course includes Non-Refundable Items (including eLearning access, MHFA Manuals, Manual Redemption Codes, coupon codes, voucher codes, Learner Access Passes (LAPs), vouchers, platform access, LMS access, freight, postage, delivery, fulfilment, or other third-party program components) that have already been ordered, purchased, issued, activated, assigned, provided, redeemed, distributed, or otherwise incurred for a Participant, a substitution request may not be possible and/or additional costs may apply. This may occur because the relevant RTO, issuing body, program owner, platform provider, materials provider, fulfilment provider, or delivery provider controls whether access, codes, MHFA Manuals, materials, delivery, fulfilment, or other program components can be cancelled, transferred, reassigned, extended, reactivated, replaced, redirected, or refunded. Any such Non-Refundable Items remain payable in accordance with clauses 2.4.1 and 3.1, subject to any rights You may have under the Australian Consumer Law.

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8. Course Training Room Requirements and Work Health and Safety

8.0 This clause 8 applies to premises, venues, training rooms, facilities, work health and safety matters, site requirements, access requirements, emergency procedures, security requirements, participant risks, and venue-related risks connected with Course delivery only. It does not apply to Course Development Services, Developed Materials, licence arrangements, Annual Licences, Once-Off Licences, or other non-Course delivery Services, except to the extent those Services are expressly connected with the delivery of a Course at premises, a venue, or a training room.

8.1 Where a Course is delivered at premises, a venue, or a training room controlled, arranged, nominated, or made available by You, the Client, or another person or organisation on Your behalf, You are responsible for ensuring that the venue and facilities are appropriate for delivery of the Course and meet the Training Room Requirements detailed in clause 29 (Definitions – Training Room Requirements), unless We expressly agree otherwise in writing.

8.2 You must ensure, and must take reasonable steps to ensure that the Client or relevant host site ensures, full compliance with all relevant work health and safety legislation and that adequate insurances are in place for the venue.

8.3 You are responsible for informing Us, and for taking reasonable steps to ensure that the Client or relevant host site informs Us, of any site-specific safety requirements, access requirements, venue restrictions, emergency procedures, security requirements, participant risks, or other risks relevant to delivery of the Course.

8.4 If, in Our reasonable opinion, the venue or facilities are not suitable or not safe for delivery of the Course (including where the Training Room Requirements are not met or where the environment would prevent effective delivery of the Course, participant engagement, or compliance with applicable work health and safety obligations or program delivery standards), We may require You to promptly remedy the issue or arrange for the Client or relevant host site to remedy the issue or provide a suitable alternative. If the issue cannot be remedied, or an alternative venue cannot be provided, within the timeframe reasonably required by Us having regard to the nature, timing, safety, and delivery impact of the issue, We may refuse to deliver the Course, pause delivery, or end delivery, as applicable. In that event, the situation will be treated as a cancellation by You for the purposes of clause 3 (Course Cancellation Policy), and the applicable cancellation fees, Non-Refundable Items, and any other amounts properly payable under clause 3, clause 2, and the Quote/Invoice remain payable to the extent permitted by law and subject to any rights You may have under the Australian Consumer Law.

8.5 If urgent support is required by You, the Client, or any Participant during a Course, emergency services should be contacted on 000 or Lifeline on 13 11 14.

8.6 Nothing in these Terms transfers or reduces Your work health and safety duties, or the Client's work health and safety duties, in relation to Participants, workers, students, staff, volunteers, contractors, visitors, or the venue. You remain responsible for Your organisational WHS obligations before, during, and after the Course, and for ensuring that any Client or host site responsibilities relevant to delivery of the Course are properly communicated and managed.

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9. Force Majeure

9.1 We will not be liable for any delay, failure, or inability to perform Our obligations under these Terms if the delay or failure is caused by an event beyond Our reasonable control, including but not limited to:

(a) an act of nature, lightning, fire, flood, severe weather conditions, or other natural disaster;

(b) strike, lock-out, or other industrial action;

(c) wars, hostilities, terrorist acts, riots, or civil commotion;

(d) compliance with any law, regulation, or order of any governmental body or court;

(e) epidemic, pandemic, illness, or sickness affecting Our trainers or facilitators, staff, or a significant proportion of Participants;

(f) failures, breakdowns, or interruptions in utilities, information technology, internet, telecommunications, or other communication services; or

(g) any other cause, whether of a kind specified above or otherwise, which is not reasonably within Our control.

9.2 If such an event occurs, We may modify, delay, suspend, reschedule, or cancel a Course, Course Development Services, delivery milestone, or other Services at short notice.

9.3 If this happens, We will use reasonable efforts to notify You as soon as practicable. Where the affected Services relate to Course delivery, You will be offered the option to reschedule the Course or receive a Refund of amounts paid for the Course, subject to this clause. Any Refund may exclude Non-Refundable Items that have already been ordered, purchased, issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred in reliance on the Course booking or Participant list (including eLearning access, Learner Access Pass (LAP) fees, MHFA Manuals, Manual Redemption Codes, platform access, LMS access, freight, postage, delivery, fulfilment, and other third-party program costs), but only to the extent that such amounts are genuinely non-recoverable by Us and only to the extent permitted by law. Where those amounts are recoverable by Us from the relevant RTO, issuing body, supplier, materials provider, fulfilment provider, or delivery provider, or where a greater refund is required under the Australian Consumer Law or other applicable law, We will pass on that recovery or provide that refund accordingly. Where the affected Services relate to Course Development Services, We may reasonably adjust delivery timeframes, milestones, or delivery arrangements. If We are unable to supply the relevant Course Development Services or Developed Materials because of a Force Majeure event, any Refund will be limited to amounts paid for Services not yet supplied, less any amounts properly payable for Course Development Services already performed, Developed Materials already created or supplied, licence rights already commenced, third-party costs

already incurred, and any other non-recoverable costs or amounts properly payable under the Quote/Invoice, subject to any rights You may have under the Australian Consumer Law.
9.4 Refunds for cancellations initiated by You remain subject to clause 3 (Course Cancellation Policy), clause 17A (Course Development, Custom Materials and Licence Terms), the Quote/Invoice, and the Australian Consumer Law.
9.5 Nothing in this clause excludes or limits any rights or remedies You may have under the Australian Consumer Law.

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10. Appropriate Conduct
10.0 This clause 10 applies to conduct by You, the Client, Participants, host organisations, referring organisations, venue providers, and any other persons involved in or connected with Course delivery only. It does not apply to Course Development Services, Developed Materials, licence arrangements, Annual Licences, Once-Off Licences, or other non-Course delivery Services, except to the extent those Services are expressly connected with participation in, delivery of, or conduct during a Course.
10.1 We do not tolerate Inappropriate Conduct. This includes physical and non-physical actions such as violence, verbal abuse, threats, harassment, discriminatory remarks, offensive language, or other threatening behaviour. Our goal is to maintain a safe, respectful, and inclusive environment for everyone, free from bullying, harassment, aggression, and discrimination.
10.2 You agree to act in a peaceful and constructive manner, treat Our team with respect, and follow any reasonable Course-related guidelines We provide.
10.2A Participants must not seek or expect individual clinical advice, crisis counselling, or therapeutic support from the facilitator during a Course. If support is needed, Participants should use appropriate support pathways outside the Course.
10.2B Courses are delivered in a group learning environment, and Participants may choose to share personal experiences or perspectives during discussions. Participants are expected to respect the privacy of others and must not disclose identifying details or personal information about other Participants or what they have shared during the Course, except where required by law. Participants are encouraged to de-identify examples when sharing experiences (for example, by avoiding specific names, locations, workplaces, or other identifying details). Participants should also avoid sharing graphic or explicit details that may cause distress to others. Where the facilitator reasonably believes that information being shared may compromise privacy or cause distress to other Participants, the facilitator may ask a Participant to modify or pause their contribution in order to maintain a safe and respectful learning environment. While We encourage a respectful and confidential learning environment, We cannot guarantee that all Participants will maintain confidentiality outside the Course.
10.3 If, in Our reasonable opinion, a Participant's conduct is inappropriate, threatening, disruptive, or otherwise compromises the safety, well-being, or learning environment of others, We may take reasonable steps to pause, modify, or end that Participant's participation in the Course. Where reasonably practicable, We will provide a warning or an opportunity for the Participant to modify their behaviour before taking such action. However, We may take immediate action without prior warning where We reasonably consider it necessary to protect safety, well-being, legal compliance, RTO requirements, issuing-body requirements, program-owner requirements, platform-provider requirements, or the integrity of the learning environment. Where participation is ended under this clause, no Refund will be provided for that Participant except where required under the Australian Consumer Law. For clarity, where a Participant's participation is ended under this clause, this does not, of itself, reduce or extinguish any fixed-fee component of the Course booking, any agreed Course Fee, or any Non-Refundable Items otherwise payable under these Terms.
10.4 Where inappropriate conduct occurs during or in connection with a Course, and where safe and appropriate, We may notify a relevant RTO, Client, booking organisation, referring organisation, host organisation, venue provider, and/or relevant authorities where We are lawfully permitted or required to do so.

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11. Quotes
11.1 Quotes are valid for 30 days unless otherwise stated.
11.2 If You need more time or have questions, please contact Us.
11.3 We reserve the right to withdraw or amend a Quote prior to acceptance. If, after acceptance but before the Services have been supplied or materially commenced, We identify a genuine error or omission in the Quote, including an error or omission relating to price, GST, scope of Services, course details, participant numbers, delivery requirements, supplier pricing, program requirements, or delivery logistics, We will notify You as soon as reasonably practicable. Where this occurs, We may withdraw the Quote or issue a corrected Quote. You may choose whether to accept the corrected Quote. If You do not accept the corrected Quote, either party may treat the booking or engagement as cancelled without penalty, and We will refund any amounts You have paid for Services not yet supplied, subject to any rights You may have under the Australian Consumer Law. If circumstances change after acceptance for reasons beyond Our reasonable control, including changes to supplier pricing, program requirements, or delivery logistics beyond Our reasonable control, We will notify You as soon as reasonably practicable and use reasonable efforts to agree a suitable alternative arrangement with You.

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12. Privacy
12.1 We respect Your privacy. All personal information will be handled in accordance with the Privacy Act 1988 (Cth) and Our Privacy Policy (which forms part of these Terms by incorporation and is therefore contractually binding). You acknowledge and agree that, in connection with the delivery of the Services, personal information may be processed by third-party service providers, which may include storage or processing outside Australia, as described in Our Privacy Policy.

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13. Direct Communication with Participants
13.0 This clause 13 applies to direct communication with Participants for Course administration, Course delivery, Course access, Course participation, Course completion, Course-related accreditation, attendance, assessment, platform, LMS, eLearning, materials, fulfilment, delivery, and post-Course administration purposes only. It does not apply to Course Development Services, Developed Materials, licence arrangements, Annual Licences, Once-Off Licences, or other non-Course delivery Services, except to the extent those Services are expressly connected with Participant access to, participation in, completion of, or administration of a Course.
13.1 We may communicate directly with Course Participants by email, SMS, or phone where reasonably necessary to administer the Course, including for joining instructions, pre-course requirements, eLearning access, Learning Management System (LMS) access, platform access, Manual Redemption Codes, MHFA Manuals, materials, fulfilment, delivery, assessment steps, attendance administration, accreditation processing, completion records, post-course administration, or other matters reasonably connected with Course delivery or Course administration, in accordance with Our Privacy Policy. By providing Participant contact details to Us, You warrant that each Participant has been informed that their contact details will be shared with Us for these purposes and that such disclosure and communication is permitted under applicable law. This may include communication before, during, and after the Course and, where required for Course delivery or Course administration, may involve disclosure to relevant RTOs, issuing bodies, program owners, platform providers, materials providers, fulfilment providers, or delivery providers.

13A. Client Relationship Protection
13A.1 Where a Client is introduced to Us by You in connection with the Services, and We did not have a pre-existing commercial relationship with that Client, We will not knowingly use Our access to or relationship with that Client arising from the referral or the Services to circumvent You by directly soliciting or accepting an engagement from that Client for services that were supplied, proposed, quoted, discussed, or otherwise reasonably contemplated as part of that referral or engagement ("Referred Services"), during the engagement or for twelve (12) months after We last provide Referred Services to that Client through You, unless You give prior written consent. If such a Client approaches Us directly during that period in relation to Referred Services, or services that are substantially similar to, a continuation of, or a substitute for the Referred Services, We will refer the enquiry to You or otherwise discuss the enquiry with You before accepting any direct engagement.
This clause does not prevent Us from:
(a) providing services to a Client with whom We had a pre-existing commercial relationship independently of You;
(b) responding to general advertising, marketing, tenders, or opportunities not specifically directed to that Client as a consequence of the referral; or
(c) providing services to that Client that are unrelated to, and did not arise from, the referral or Referred Services, unless otherwise agreed in writing.
Where no Referred Services are ultimately provided to that Client through You, the twelve (12) month period runs from the date the Client was introduced to Us by You.

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14. Liability and Indemnity
14.1 To the extent permitted by law, Veranium Pty Ltd trading as Veracity Training & Counselling and Our directors, employees, licensors, contractors, and agents are not liable for any loss, damage, injury, emotional distress, or expense arising from Your use of, or reliance on, Our Services, except to the extent that such loss or damage is caused by Our negligence, wilful misconduct, breach of law, or any liability that cannot be excluded under the Australian Consumer Law. To the maximum extent permitted by law, We exclude liability for any indirect, incidental, special, or consequential loss (including, without limitation, loss of profit, loss of opportunity, loss of revenue, business interruption, reputational damage, travel costs, accommodation costs, or loss of income), whether arising in contract, tort (including negligence), statute, or otherwise.
14.2 Our contractual engagement is solely with You. A Client, Participant or other Third Party does not become a contracting party to the commercial and payment terms of this Agreement merely because the Services are delivered to, for, or for the benefit of that person or organisation. If You book Our Services on behalf of another person or organisation (including employees, volunteers, or others), You confirm that You have authority to do so and are responsible for ensuring that all Participants are informed of and comply with these Terms where they relate to participation, conduct, eligibility, and safety requirements.
14.3 You agree to indemnify and hold harmless Veranium Pty Ltd trading as Veracity Training & Counselling and Our directors, employees, licensors, contractors, and agents from any loss, liability, damage, or expense (including reasonable

legal costs actually incurred by Us) arising from a successful claim brought by a Third Party, to the extent that such claim arises directly from (i) Your breach of these Terms, (ii) any unlawful or wilfully wrongful act or omission by You or Your Participants in connection with the Services, (iii) inaccurate or incomplete information provided by You, or (iv) any booking made, Participant nominated, or instruction given by You without proper authority or in breach of applicable law. This indemnity does not apply to the extent that the claim, or the loss, liability, damage, or expense, is caused or contributed to by Our negligence, wilful misconduct, breach of law, breach of these Terms, or other act or omission by Us, and applies only to the extent permitted by law.
14.4 Nothing in these Terms limits or excludes any rights, guarantees, or remedies You may have under the Competition and Consumer Act 2010 (Cth) or other applicable legislation.
14.5 To the extent permitted by law, Our total aggregate liability arising out of or in connection with the Services or these Terms, whether in contract, tort (including negligence), statute, equity, or otherwise, is limited to the total fees paid by You for the relevant Services under this Agreement. This limitation does not apply to any liability that cannot lawfully be excluded or limited under the Australian Consumer Law or other applicable law, or to liability arising from Our fraud, wilful misconduct, or any personal injury or death caused by Our negligence to the extent such liability cannot lawfully be limited.

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15. Additional Policies
15.1 You agree to comply with Our Privacy Policy, which forms part of these Terms by incorporation and is therefore contractually binding. If there is any inconsistency between these Terms and the Privacy Policy, the Privacy Policy will prevail to the extent necessary to ensure compliance with applicable privacy laws.
15.2 You also acknowledge the existence of Our other internal policy documents, including (without limitation) Our Code of Conduct, Well-Being Policy, and Psychosocial Policy. These documents guide the way We deliver Our Services and outline the standards of conduct We expect, but they do not themselves form part of this Agreement and are not contractual terms.
15.3 While not contractual, these policy-level documents may be used by Us as internal guidance in delivering Services and in maintaining safe, respectful, and professionally appropriate practice. Any update to those documents does not of itself amend these Terms, create a new fee, expand a cancellation right, reduce any Refund entitlement, or otherwise alter the parties' contractual rights or obligations unless the relevant change is expressly incorporated into these Terms in accordance with clause 23 or is required by law.
15.4 Certain behavioural and participation expectations reflected in Our internal policies are also reflected in these Terms. To the extent necessary to support safe, lawful, respectful, and appropriate participation in Our Services, You agree that You and Your Participants must comply with the conduct, safety, participation, privacy, and reasonable facilitator directions expressly stated in these Terms, together with any additional reasonable directions given by Us during the Course that are consistent with those standards. For clarity, this clause does not incorporate those policy documents in full as standalone contractual documents and does not permit Us to impose materially new obligations except in accordance with clause 23 or as required by law.
15.5 Where conduct by You or any Participant is inconsistent with the standards referred to in clause 15.4, We may take reasonable action under these Terms, including modifying, pausing, suspending, or ending participation in a Course where reasonably necessary to protect safety, legal compliance, professional integrity, privacy, licensing requirements, or the learning environment, subject to any rights You may have under the Australian Consumer Law.

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16. Refunds
16.1 Once a Refund is approved, We will process it within seven (7) Business Days after We have received the information reasonably required to process the Refund, including any required bank account details or payment information. Unless otherwise agreed in writing, Refunds will be processed using the same payment method as the original payment where reasonably practicable.
16.2 Refunds are not provided in circumstances other than those set out in these Terms, except where required by law or under the Australian Consumer Law consumer guarantees.
16.3 If a Refund is payable because You cancel a Course, cancel or discontinue Course Development Services, or otherwise become entitled to a Refund under these Terms, the amount of that Refund is governed by the applicable provisions of these Terms, the Quote/Invoice, and any rights You may have under the Australian Consumer Law. If We cancel, postpone, reschedule, or are unable to supply Services, any Refund payable is governed by clause 3.5, clause 9.3, any applicable Course Development Services terms in clause 17A, the Quote/Invoice, and any rights You may have under the Australian Consumer Law.

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17. Intellectual Property
17.1 All intellectual property rights in Our Services and materials are owned exclusively by Veranium Pty Ltd trading as Veracity Training & Counselling or Our licensors. All materials provided in the course of Our Services, including worksheets, handouts, and online content, remain Our property. Intellectual property rights are protected under the *Copyright Act 1968 (Cth)*.
17.2 Subject to clause 17A and unless expressly stated otherwise in the Quote/Invoice, You are permitted to use materials

provided in connection with a Course solely for the personal use of the enrolled Participant(s) as intended in connection with that Course. You must not copy, reproduce, adapt, modify, share with any Third Party (including within Your organisation), publish, sell, or otherwise commercialise any part of those materials without Our prior written consent.
17.3 Some materials provided during a Course may include or incorporate third-party content under licence. Such materials remain the intellectual property of their respective owners and are provided solely for the personal use of the enrolled Participant(s) in connection with the Course.
17.4 Nothing in this clause prevents You from exercising any rights granted under the *Copyright Act 1968 (Cth)*, including fair dealing rights.
17.5 Client Marks Use
17.5.1 Unless You notify Us in writing before Course Commencement, or before the relevant Services are supplied or materially commenced where the Services do not involve Course delivery, that You do not consent, You grant Us a non-exclusive, royalty-free, revocable licence to use the Client Marks solely to identify You as an organisation that has booked, arranged, subcontracted, paid for, or otherwise engaged Us to provide the Services, for factual marketing and portfolio purposes, including on Our website, capability statements, proposals, social proof listings, and similar business materials.
17.5.2 Any use of Client Marks under this clause is limited to truthful statements that Services were provided and must not suggest endorsement, sponsorship, partnership, testimonial approval, RTO partnership, regulatory approval, or ongoing affiliation beyond the provision of Services.
17.5.3 This clause does not authorise Us to use any name, logo, trade mark, branding, or identifying mark belonging to a Client, host site, end client, RTO customer, or other third-party organisation unless that entity has separately authorised Us in writing to use those marks.
17.5.4 You may withdraw permission for future use of the Client Marks at any time by giving written notice to Us. Upon receiving such notice, We will cease new use and take reasonable steps to remove the Client Marks from Our website and other active digital marketing materials within a reasonable timeframe.
17.5.5 We will not alter the Client Marks except for reasonable formatting, resizing, or placement required for layout consistency.
17.5.6 Nothing in this clause transfers ownership of any intellectual property rights in the Client Marks to Us.
17.5.7 For clarity, withdrawal of consent under clause 17.5.4 applies to future use only. We are not required to recall, amend, or remove Client Marks from materials already published, printed, distributed, archived, or cached by third parties before the date We receive Your written notice, provided no new use occurs after that date.
17.6 Participants must not record, photograph, livestream, screenshot, or otherwise capture any part of the Course (including slides, chat content, breakout discussions, or other Participants) without Our prior written consent. Participants must also not use third-party transcription services, note-taking applications, or artificial intelligence tools to record, transcribe, summarise, or capture Course content unless expressly agreed by Us in writing. This includes automated recording, transcription, meeting summaries, or similar features that may be enabled by default within video conferencing or collaboration platforms. This requirement supports participant privacy, confidentiality within group discussions, and the integrity of the training materials. This clause does not prevent use of reasonable accessibility supports (for example, live captions) where agreed with Us in advance as an accommodation.
17.7 Only Participants enrolled in the Course under this Agreement may attend or observe a Course. Participants must not allow any other person to attend, observe, listen to, or participate in the Course (whether in person, online, or via shared devices) unless expressly authorised by Us in advance. This requirement supports participant privacy, psychological safety within group discussions, and compliance with relevant program delivery and licensing standards (including MHFA requirements where applicable). Where a Participant requires a support person, carer, interpreter, or other accessibility accommodation, We will consider reasonable requests where practicable. Such arrangements must be discussed with Us in advance so appropriate accommodations can be agreed. Any approved support person must respect participant privacy and follow facilitator instructions during the Course.

17A. Course Development, Custom Materials and Licence Terms
17A.1 This clause applies where the Quote/Invoice, booking confirmation, written scope, proposal, or other written agreement between You and Us includes Course Development Services, Developed Materials, a Course Development Fee, a Licence Fee, an Annual Licence Fee, a Once-Off Licence Fee, or similar deliverables or licence arrangements.
17A.2 The scope of any Course Development Services is limited to the deliverables, inclusions, exclusions, audience, purpose, format, timing, payment terms, licence terms, and other requirements expressly stated in the Quote/Invoice or other written scope agreed by Us. Unless expressly stated otherwise in writing, Course Development Services do not include platform file preparation, upload, implementation, launch, technical testing, user testing, platform administration, learner administration, completion tracking, ongoing content updates, maintenance, monitoring of laws, policies, links, contact details, internal pathways, third-party requirements, or later changes to Your organisational requirements.
17A.3 Unless expressly stated otherwise in the Quote/Invoice, completion of course content occurs when We provide the agreed course content, Developed Materials, modules, or other agreed deliverables to You in the form required by the Quote/Invoice for review. Completion of course content does not require final approval by You, upload, implementation,

launch, publication, learner access, platform testing, use in a live environment, or completion of any internal approval process by You, the Client, a host site, an RTO, an issuing body, a platform provider, or any other third party.
17A.4 Any Course Development Fee, Licence Fee, Annual Licence Fee, Once-Off Licence Fee, or other amount payable for Course Development Services is payable in accordance with the payment terms stated in the Quote/Invoice. Unless expressly stated otherwise in the Quote/Invoice, any licence to use Developed Materials commences only after the applicable Licence Fee, Annual Licence Fee, Once-Off Licence Fee, and all other amounts then due and payable for the relevant Developed Materials have been paid in full.
17A.5 Revisions, amendments, or changes to Developed Materials are included only to the extent expressly stated in the Quote/Invoice or other written scope agreed by Us. Unless expressly stated otherwise in writing, included revisions are limited to reasonable corrections or amendments required to align the Developed Materials with the agreed scope, agreed objectives, and information provided to Us before development commenced. Included revisions do not include a change in course direction, additional modules, additional audiences, new delivery formats, new versions, new internal requirements, new approval requirements, substantial redevelopment, rewriting due to late changes in Your instructions, or changes arising from information not provided to Us before development commenced. Unless expressly stated otherwise in the Quote/Invoice, We do not provide ongoing updates, maintenance, monitoring, review, revision, amendment, technical support, implementation support, legal or compliance monitoring, content refreshes, or future changes to Developed Materials after the agreed Course Development Services have been completed. Any revisions, updates, amendments, maintenance, support, or further development requested after completion, or outside the agreed scope, will be treated as out-of-scope work and may be quoted and charged separately.
17A.6 You are responsible for ensuring that all Client Materials, instructions, branding, policies, procedures, contact details, links, internal pathways, escalation pathways, organisational requirements, role descriptions, approval requirements, and other information supplied to Us are accurate, current, complete, approved for use, and provided with all necessary authority. We may rely on Client Materials and information supplied or approved by You. We are not responsible for inaccuracies, outdated information, broken links, changed contact details, changed policies, changed internal pathways, changed organisational requirements, or later changes to Client Materials, except to the extent caused by Our negligence, breach of these Terms, or failure to take reasonable care.
17A.7 Unless expressly stated otherwise in the Quote/Invoice, all Intellectual Property rights in the Developed Materials remain owned by Veranium Pty Ltd trading as Veracity Training & Counselling or Our licensors. This includes Intellectual Property rights in any course framework, course structure, learning design, content, activities, scenarios, questions, checks for learning, completion criteria, worksheets, handouts, facilitator materials, participant materials, online content, templates, source files, draft materials, final materials, adaptations, and related resources created, adapted, supplied, or made available by Us as part of the Course Development Services.
17A.8 Payment for Course Development Services, a Course Development Fee, Licence Fee, Annual Licence Fee, Once-Off Licence Fee, or other fee does not transfer ownership of any Intellectual Property rights in the Developed Materials unless expressly stated otherwise in writing and signed by Us. Any use rights are limited to the licence expressly granted under these Terms and the Quote/Invoice.
17A.9 Unless expressly stated otherwise in the Quote/Invoice, the Developed Materials may be used only under a limited, non-exclusive, non-transferable, non-sublicensable licence for Internal Use, and only for the agreed purpose, audience, organisation, term, and scope stated in the Quote/Invoice. Where the Quote/Invoice identifies a Permitted End Client, use of the Developed Materials is limited to that Permitted End Client and its permitted internal users within the agreed scope, and You do not receive any separate right to use, copy, modify, adapt, rebrand, distribute, publish, upload, resell, sublicence, commercialise, redeploy, or otherwise use the Developed Materials for Your own organisation or for any other client, customer, entity, audience, or purpose unless expressly stated otherwise in writing. You are responsible for ensuring that any Permitted End Client and its permitted internal users are made aware of, and comply with, the licence limits, confidentiality obligations, intellectual property restrictions, and use restrictions applying to the Developed Materials under these Terms and the Quote/Invoice. You, or the Permitted End Client where applicable, may copy, distribute, upload, or make the Developed Materials available only to the extent reasonably necessary for permitted Internal Use within the agreed scope. You must not otherwise copy, modify, adapt, rebrand, share, distribute, publish, upload for public access, sell, sublicence, commercialise, transfer, or use the Developed Materials to create a competing or derivative training product, except to the extent expressly permitted in writing by Us.
17A.10 Where the Quote/Invoice states that “unlimited user access” applies, that expression means unlimited access for the internal users permitted under the Quote/Invoice only, within the agreed organisation, audience, purpose, term, and scope stated in the Quote/Invoice. Where the Quote/Invoice identifies a Permitted End Client, unlimited user access is limited to that Permitted End Client’s permitted internal users only, and does not give You any separate right to use the Developed Materials for Your own organisation or for any other client, customer, entity, audience, or purpose unless expressly stated otherwise in writing. Unlimited user access does not permit public access, resale, sublicensing, external commercial use, transfer to another organisation, use by unrelated entities, use outside the agreed audience, or use outside the agreed scope unless expressly stated otherwise in writing.
17A.11 Where a Quote/Invoice specifies an Annual Licence, the licence applies only for the annual licence term stated in the Quote/Invoice and must be renewed by payment of the applicable Annual Licence Fee if continued use is required after that

term. Unless expressly stated otherwise in the Quote/Invoice or otherwise advised by Us in writing, the Annual Licence Fee will increase annually on each anniversary of the licence commencement date or renewal date by the percentage increase, if any, in the Consumer Price Index (All Groups, weighted average of eight capital cities) published by the Australian Bureau of Statistics for the most recently available corresponding annual period, subject to a minimum annual increase of 2% and a maximum annual increase of 5%, with the resulting Annual Licence Fee rounded to the nearest whole dollar. If the relevant CPI movement is zero or negative, the Annual Licence Fee will increase by 2% unless expressly stated otherwise in the Quote/Invoice or otherwise advised by Us in writing. Unless expressly stated otherwise in the Quote/Invoice, failure to pay the Annual Licence Fee when due suspends the licence for future use of the Developed Materials, and You must immediately stop using, and must ensure that any Permitted End Client or permitted internal users stop using, distributing, publishing, uploading, or making available the Developed Materials until all overdue amounts are paid or a renewed licence is agreed in writing.

17A.12 Where a Quote/Invoice specifies a Once-Off Licence, the licence is granted after payment of the applicable Once-Off Licence Fee and applies for the licence scope, audience, organisation, term (if any), and purpose stated in the Quote/Invoice, without an ongoing annual licence fee for that agreed scope. A Once-Off Licence does not transfer ownership of Intellectual Property rights and does not permit use outside the agreed scope, resale, sublicensing, public access, external commercial use, transfer to another organisation, or creation of a competing or derivative training product unless expressly stated otherwise in writing.

17A.13 You retain ownership of Client Materials supplied by You. You grant Us a non-exclusive, royalty-free licence to use, reproduce, adapt, and incorporate Client Materials solely to the extent reasonably necessary to perform the Services and create the Developed Materials. You warrant that You have all necessary rights, permissions, and approvals to provide the Client Materials to Us and to permit Us to use them for that purpose.

17A.14 Developed Materials are educational, psychoeducational, training, and/or capability-building resources only. They are not counselling, psychotherapy, clinical treatment, diagnosis, medical advice, legal advice, work health and safety legal advice, human resources advice, emergency response advice, crisis intervention, or a substitute for Your own professional, legal, clinical, work health and safety, safeguarding, workplace, organisational, or emergency procedures.

17A.15 We do not guarantee that Developed Materials will produce any particular learner outcome, behavioural change, workplace culture change, compliance outcome, reduction in incidents, staff well-being outcome, completion rate, implementation outcome, platform outcome, or suitability for every learner or workplace context. We will provide the Course Development Services with due care and skill, but You remain responsible for determining whether the Developed Materials are suitable for Your organisation, any Permitted End Client, Participants, workers, students, volunteers, contractors, internal policies, procedures, systems, intended users, and intended use.

17A.16 Unless expressly stated otherwise in the Quote/Invoice, You are responsible for reviewing and approving Developed Materials before they are used, distributed, uploaded, implemented, launched, published, or made available to Participants, permitted internal users, a Permitted End Client, or other authorised users. Use of the Developed Materials by You, a Permitted End Client where permitted under the Quote/Invoice, Participants, or other authorised users is taken to confirm acceptance of those materials for the purpose for which they are used, subject to any rights You may have under the Australian Consumer Law.

17A.17 If You cancel, withdraw from, pause, discontinue, or do not proceed with Course Development Services after the engagement has commenced, You remain liable for all amounts properly payable for Course Development Services performed, Developed Materials created or partly created, milestones reached, committed development time, approved out-of-scope work, third-party costs, licence-related costs, and any other non-recoverable costs or amounts properly incurred by Us up to the date We receive written notice of cancellation, withdrawal, pause, discontinuance, or non-progression. Any Refund will be limited to amounts paid for Services not yet supplied or performed, after deduction of all amounts properly payable under these Terms and the Quote/Invoice, subject to any rights You may have under the Australian Consumer Law.

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18. GST

18.1 From 1 July 2026, We are registered for Goods and Services Tax (GST). Unless expressly stated otherwise in writing, all amounts specified in these Terms, any quote, or any invoice are exclusive of GST.

18.2 Where GST is payable on a taxable supply made by Us, GST will be added to the relevant amount at the applicable rate.

18.3 All amounts are expressed in Australian dollars (AUD).

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19. Notices

19.1 Operational communications (for example, scheduling, reminders, and general updates) may be given by phone, SMS, or email.

19.2 Formal notices under these Terms (including notices of termination, dispute notices, assignment, variation, or legal process) must be in writing and sent by email.

19.3 Our email notice address is info@vtac.life (or as updated on Our website).

19.4 Your email notice address is the address supplied to Us, whether provided directly by You or through a referring agency at the time of booking or as updated by You in writing.

19.5 Your phone notice number is the number supplied to Us, whether provided directly by You or through a referring agency at the time of booking or as updated by You.
19.6 A notice sent by email is taken to be received when it becomes capable of being retrieved by the recipient at the nominated email address, unless an automated undeliverable message is received. We are not responsible for delays caused by spam filters, email security settings, or similar systems outside Our control. If an email is sent after 5:00 pm on a Business Day, or on a day that is not a Business Day, it is taken to be received at 9:00 am on the next Business Day.
19.7 A message sent by phone or SMS is taken to be delivered when sent to the number You have provided. However, phone or SMS communications are not valid for formal notices under these Terms, which must comply with clause 19.2. If a message is sent after 5:00 pm on a Business Day, or on a day that is not a Business Day, it is taken to be delivered at 9:00 am on the next Business Day.

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20. Dispute Resolution
20.1 We value feedback from Participants and other stakeholders. You are encouraged to share comments, compliments, or concerns about Our Services at any time so We can address issues promptly and continue to improve.
20.2 If You wish to make a complaint, please contact Us in writing at info@vtac.life. We will acknowledge receipt of Your complaint within five (5) Business Days and aim to provide a considered response within thirty (30) days wherever possible. We endeavour to resolve all matters respectfully, fairly, and in good faith.
20.3 All feedback and complaints are handled confidentially and professionally to the extent permitted by law. Raising a complaint will not of itself result in adverse treatment. However, nothing in this clause prevents Us from taking reasonable safety, legal, operational, licensing, or conduct-related steps where required, including steps necessary to manage risk, comply with applicable law or issuing-body requirements, maintain professional boundaries, or determine whether Services can safely and appropriately continue.
20.3A If a concern cannot be resolved directly, We will provide details of relevant external options where applicable. These may include:
(a) a professional association, issuing body, program owner, RTO, licensing body, or relevant industry body, where applicable;
(b) the Office of the Australian Information Commissioner (OAIC) for privacy-related matters under the Privacy Act 1988 (Cth); and
(c) the Information and Privacy Commission NSW, including the NSW Privacy Commissioner pathway, for privacy or health privacy matters where the Health Records and Information Privacy Act 2002 (NSW) or other NSW privacy laws are applicable.
We will reasonably and lawfully cooperate with any external review, complaint process, or investigation by a body with proper jurisdiction, subject to applicable law, confidentiality obligations, privacy obligations, procedural fairness, and the limits of Our role.
20.4 If a disagreement arises between You and Us about these Terms or their operation, both parties agree to make reasonable efforts to resolve the disagreement promptly through consultation and negotiation in good faith.
20.5 If the matter cannot be resolved by negotiation, either party may request that the matter be referred to mediation. The mediator will be agreed upon by the parties where possible. If the parties are unable to agree on a mediator within seven (7) days of a request for mediation, either party may request that a mediator be appointed by the President of the Law Society of New South Wales (or any successor office).
20.6 The costs of mediation will be shared equally, unless otherwise agreed in writing.
20.7 Nothing in this clause prevents either party from exercising any rights or remedies available under these Terms or at law, including the right to seek urgent interlocutory or injunctive relief.
20.8 Multi-Party Complaints, Claims and Investigations
20.8.1 Where a complaint, claim, enquiry, audit, investigation, regulatory matter, or legal proceeding arising out of or in connection with the Services involves, or may materially affect, You, Us, a Client, Participant, RTO, issuing body, program owner, host organisation, or other Third Party, the party receiving or becoming aware of the matter must, where lawful and reasonably practicable, notify the other party promptly if the matter relates to that other party's conduct, obligations, or potential liability.
20.8.2 You and We will cooperate in good faith and provide reasonable information and assistance necessary to facilitate the proper management of the matter, subject to applicable law, privacy and confidentiality obligations, legal professional privilege, and any applicable insurer requirements.
20.8.3 Nothing in this clause requires either party to admit liability, waive legal professional privilege, disclose information where disclosure is prohibited by law, incur unreasonable cost, or compromise its own legal rights. Neither party may admit liability on behalf of the other party, settle a claim in a manner that binds or materially prejudices the other party, or otherwise purport to bind the other party in relation to such a matter without that other party's prior written consent, except where required by law.

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21. Assignment
21.1 You must not assign, transfer, or novate any rights or obligations under these Terms, in whole or in part, without Our prior written consent.
21.2 We may assign, transfer, or novate Our rights or obligations under these Terms to a successor, affiliated entity, or service provider by giving notice to You in accordance with clause 19 (Notices), provided that such assignment does not materially prejudice Your rights.

21A. Independent Contractor and No Agency
21A.1 We provide the Services as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between You and Us.
21A.2 Neither party has authority to bind the other, incur obligations on behalf of the other, or make any representation, warranty, commitment, or promise on behalf of the other, except as expressly provided in these Terms or otherwise authorised by the other party in writing.

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22. Governing Law and Jurisdiction
22.1 These Terms are governed by the laws in force in New South Wales, Australia.
22.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth courts of Australia competent to hear appeals from those courts.
22.3 The following clauses survive the expiry or termination of these Terms: clause 12 (Privacy), clause 13A (Client Relationship Protection), clause 14 (Liability and Indemnity), clause 17 (Intellectual Property), clause 17A (Course Development, Custom Materials and Licence Terms), clause 20 (Dispute Resolution), clause 22 (Governing Law and Jurisdiction), clause 25 (Severability), and any payment obligations, licence restrictions, confidentiality obligations, intellectual property obligations, indemnities, limitations of liability, or other obligations that have accrued prior to termination or which by their nature are intended to continue after expiry or termination.

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23. Changes to Terms and Conditions, Policies and Code of Conduct
23.1 We may update these Terms or Our Privacy Policy from time to time where required by law, professional standards, privacy compliance, licensing requirements, safety obligations, or genuine operational necessity.
23.2 Subject to clause 23.3, the version of these Terms in force at the time a booking, Course Development Services engagement, or other Services engagement is confirmed will continue to govern that booking, engagement, and the Services supplied under it.
23.3 If a change is required to comply with law, privacy obligations, issuing-body requirements, licensing standards, or safety requirements, or to prevent material operational harm, We may apply that change to an existing booking, Course Development Services engagement, or other Services engagement on reasonable notice, or immediately where urgent action is reasonably necessary.
23.4 If We make a material change that significantly affects Your rights or obligations, We will provide reasonable advance notice, normally at least fourteen (14) days, by email in accordance with clause 19, unless urgent legal, safety, privacy, or issuing-body compliance requirements make shorter notice necessary.
23.5 If You reasonably consider a change under clause 23.4 to have a materially adverse effect, You may end the agreement for future Services by written notice before the change takes effect, without penalty other than fees already properly incurred under these Terms.
23.6 Non-material or administrative amendments, including correction of typographical errors, formatting changes, updates to contact details, or clarifications that do not materially reduce rights or increase obligations, may take effect immediately upon publication.
23.7 Any change made under this clause does not apply retrospectively and does not affect rights or obligations that accrued before the change took effect.
23.8 Our other internal policy documents, including without limitation Our Code of Conduct, Well-Being Policy, and Psychosocial Policy, are not contractual terms. They may be updated from time to time as internal guidance documents, but those updates do not amend these Terms unless expressly incorporated in accordance with this clause.
23.9 The current version of these Terms, showing the revision date, will be available at https://www.vtac.life/vtac-tcs-rto-training. The current version of Our Privacy Policy, showing the revision date, will be available at https://www.vtac.life/vtac-privacy-policy.
23.10 Nothing in this clause excludes or limits any rights You or any Participant may have under the Australian Consumer Law, the Privacy Act 1988 (Cth), or any other applicable law.

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24. Entire Agreement
24.1 These Terms, together with any Quote/Invoice and any policies or documents expressly incorporated by reference (including Our Privacy Policy), constitute the entire agreement between You and Us, and supersede all prior discussions, representations, or agreements relating to the same subject matter.
24.2 No representations, warranties, or understandings have effect unless expressly included in this Agreement, to the

extent permitted by law.

25. Severability

25.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable in any jurisdiction, that provision will be read down or severed only to the minimum extent necessary to make it valid and enforceable. If part of a provision is invalid, illegal, or unenforceable, the remainder of that provision will remain effective. The remainder of these Terms will continue in full force and effect.

25.2 It is the intention of the parties that these Terms remain valid and enforceable to the fullest extent permitted by law.

26. No Waiver

26.1 A failure or delay by either party to exercise any right, power, or remedy under these Terms does not constitute a waiver of that right, power, or remedy.

26.2 A single or partial exercise of a right, power, or remedy does not prevent any further or future exercise of that right, power, or remedy or the exercise of any other right, power, or remedy.

27. Disclaimer

27.1 We deliver Our Services with due care and skill in accordance with relevant professional standards. However, We do not provide medical advice or medical diagnoses.

27.2 Our Services are not, and should not be considered, a substitute for professional medical advice, diagnosis, or treatment from a registered doctor or other qualified health professional. If You have medical or psychiatric concerns, You should seek advice from an appropriately qualified practitioner.

27.3 Our training services are educational in nature and are not counselling, psychotherapy, or any form of therapeutic intervention. Participation in training does not create a counsellor–client relationship between a Participant and Us. If a Participant is, or has previously been, a counselling client of Veracity Training & Counselling (or any of Our practitioners), the Course remains separate from counselling services and does not constitute counselling, clinical support, or therapy. Any counselling support must be arranged separately under a counselling service agreement and occurs only in booked counselling sessions. This clause should be read together with clause 6.6.

27.4 While We take reasonable care to ensure that information provided is accurate and evidence-based, We do not accept responsibility for any diagnoses made, or for actions or decisions taken by You or any Third Party based on that information, except to the extent that such loss or damage is caused by Our negligence, breach of law, or any liability that cannot be excluded under the Australian Consumer Law. You remain responsible for how You interpret and apply any information provided during or after a Course.

27.5 Nothing in this Disclaimer excludes, restricts, or modifies any rights, guarantees, or remedies which cannot be lawfully excluded under the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law.

27.6 Our Courses may include discussion of mental health challenges, crisis situations, and lived experiences. While We aim to deliver training in a respectful and trauma-informed manner, some Participants may find aspects of the content sensitive or emotionally challenging. This clause should be read together with clause 6.8. Nothing in this clause limits or excludes any rights or remedies available under the Australian Consumer Law.

28. Interpretation

28.1 Headings are for convenience only and do not affect interpretation.

28.2 A reference to “including” or similar expressions means “including without limitation”.

28.3 A reference to a party includes that party's executors, administrators, successors, permitted assigns, authorised representatives, and trustees.

28.4 A reference to any statute, regulation, or other law includes that law as amended, re-enacted, consolidated, replaced, or supplemented, and any subordinate or delegated legislation made under it.

28.5 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

28.6 The singular includes the plural and vice versa.

28.7 Capitalised terms have the meanings given in the Definitions section.

29. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set forth below:

Accreditation means formal recognition by the relevant body (including MHFA International, where applicable) that a Participant has successfully completed a Course, where that Course includes an accreditation outcome.

ACL means the Australian Consumer Law, being Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Agreement means the agreement formed between You and Us under these Terms.

Annual Licence means a licence to use Developed Materials for the annual licence term stated in the Quote/Invoice, subject to payment of the applicable Annual Licence Fee and compliance with these Terms and the licence scope stated in the Quote/Invoice.

Annual Licence Fee means the fee payable for an Annual Licence, as stated in the Quote/Invoice and as increased annually in accordance with clause 17A.11 unless expressly stated otherwise in writing.
Attendance / Completion Certificate means a certificate or record issued by Us or the relevant body (including MHFA International, where applicable) confirming a Participant's attendance and satisfactory participation in a Course where formal Accreditation does not apply.
Blended Face-to-Face, Blended Online, and Refresher mean course types as defined by MHFA.
Business Day means a day that is not a Saturday, Sunday, or public holiday in New South Wales, Australia.
Client means the organisation, business, agency, RTO, school, workplace, host site, or other entity for whom or for whose benefit the Services are supplied, including an entity at whose premises, or to whose staff, students, members, volunteers, contractors, representatives, or Participants, a Course is delivered. The Client may be the same entity as You, or may be a different entity where You book, arrange, subcontract, or pay for the Services on behalf of, for the benefit of, or in connection with another organisation or host site.
Client Marks means the organisation name, business name, trading name, logo, trade mark, branding, or other identifying mark belonging to You or Your organisation, and does not include any name, logo, trade mark, branding, or identifying mark belonging to a Client, host site, end client, RTO customer, or other third-party organisation unless that entity has separately authorised Us in writing to use those marks.
Client Materials means any materials, information, documents, policies, procedures, branding, logos, trade marks, links, contact details, internal pathways, role descriptions, organisational requirements, instructions, content, examples, references, or other information supplied, provided, approved, or made available by You for use in connection with the Services or Course Development Services.
Company means Veranium Pty Ltd (ACN 698 743 921, ABN 91 698 743 921), trading as Veracity Training & Counselling, referred to in these Terms as "We", "Our", or "Us".
Course means any training course, program, workshop, seminar, or training delivery service provided by Us, including any related eLearning, program access, materials, facilitation, attendance administration, or completion administration connected with that training delivery. Course does not include Course Development Services except to the extent expressly stated in the Quote/Invoice or these Terms.
Course Commencement means the scheduled start time of the Course on the first day, as stated in the booking confirmation, Quote/Invoice, or course schedule notified by Us.
Course Development Fee means the fee payable for Course Development Services, as stated in the Quote/Invoice.
Course Development Services means any services involving the design, development, customisation, adaptation, review, supply, or creation of training content, learning modules, self-paced learning content, online learning content, educational resources, workplace capability-building resources, learning design, course frameworks, course materials, participant materials, facilitator materials, assessment or checking-for-learning materials, or related deliverables, whether supplied as standalone services or in connection with a Course.
Course Eligibility means the criteria that must be met by Participants to enrol and participate in a Course, including any prerequisites, suitability requirements, or issuing-body conditions that apply to that Course.
Course Fee means the total fees payable under the applicable Quote/Invoice for the Course, including the agreed fixed-fee component, any confirmed per-Participant fees, any additional Participant fees above the minimum, and any Non-Refundable Items included within the Course Fee. Where Non-Refundable Items are itemised separately in the Quote/Invoice, they are payable in addition to the Course Fee unless the Quote/Invoice expressly states otherwise.
Deposit means the initial payment specified in the Quote/Invoice that must be paid to secure a booking, commence Course Development Services, or otherwise confirm an engagement for Services.
Developed Materials means any course framework, course structure, learning design, content, modules, activities, scenarios, questions, checks for learning, completion criteria, worksheets, handouts, facilitator materials, participant materials, online content, templates, source files, draft materials, final materials, adaptations, customisations, or related resources created, adapted, supplied, or made available by Us as part of Course Development Services.
Direct Settlement Rate means the price for Services charged by Us on the basis that the amount notified at the time of booking or otherwise stated on Our Quote/Invoice is the total and final amount payable for the Services using the payment methods We permit for that pricing basis, subject to any rights You may have under the Australian Consumer Law. For this pricing basis, We do not maintain a retail merchant facility.
eLearning means any online, digital, electronic, platform-based, self-paced, blended, pre-course, post-course, or related learning component required or made available for a Course. Where eLearning is provided through or controlled by an RTO, issuing body, program owner, or platform provider (including MHFA, where applicable), access conditions, Learning Management System (LMS) requirements, technical requirements, completion requirements, assessment pathways, content availability, support pathways, and platform or LMS rules are determined by that entity.
Equivalent Course means a Course of the same type, content, or duration as the original Course booked.
Force Majeure has the meaning given in clause 9.1.
Inappropriate Conduct means any behaviour that is abusive, threatening, harassing, discriminatory, offensive, or otherwise inconsistent with maintaining a safe, respectful, and inclusive learning environment, and may include conduct of a similar kind described in Our Code of Conduct or other relevant policy documents.

Intellectual Property means copyright, know-how, inventions, processes, confidential information, trademarks, designs, and patents (whether registered, unregistered or applied for), whatever the form of any of these items, and the entire copyright in all works.
Internal Use means use within Your organisation only, or within a Permitted End Client's organisation only where the Quote/Invoice expressly identifies a Permitted End Client, and only by the internal staff, workers, volunteers, contractors, students, members, representatives, Participants, or other internal users expressly permitted by the Quote/Invoice, for the agreed internal purpose, audience, term, and scope stated in the Quote/Invoice. Internal Use does not include public access, resale, sublicensing, external commercial use, transfer to another organisation, use by unrelated entities, use by You where the licence is expressly limited to a Permitted End Client, use by any client or customer other than the Permitted End Client, use outside the agreed audience, or use outside the agreed scope unless expressly stated otherwise in writing.
Issuing Body means any organisation, licensing body, accrediting body, standards authority, or program owner responsible for setting program requirements, eligibility criteria, assessment conditions, accreditation standards, or delivery rules for a Course. This may include Mental Health First Aid Australia, Mental Health First Aid International, or any other organisation responsible for the relevant program.
Learner Access Pass (LAP) means the mandatory per-participant access fee, voucher, pass, or access arrangement set by Mental Health First Aid Australia and/or Mental Health First Aid International (MHFA) that enables participation in certain Courses delivered under MHFA programs (including The Working Mind (TWM)). The LAP may provide access to program platforms, Learning Management Systems (LMS), digital learning components, accreditation pathways, and related program resources as determined by MHFA from time to time. Access periods, entitlements, transferability, extensions, reactivation, support pathways, completion requirements, and conditions are determined by MHFA and may change from time to time. Our role is limited to purchasing, ordering, issuing, assigning, or otherwise facilitating access within the limits made available to Us by MHFA and based on the Participant details provided to Us.
Licence Fee means any fee payable for a licence to use Developed Materials, including an Annual Licence Fee, Once-Off Licence Fee, fixed-term licence fee, renewal fee, or other licence fee stated in the Quote/Invoice.
Manual Redemption Code means any coupon code, voucher code, redemption code, access code, or similar code or entitlement that enables a Participant, You, or another authorised person to redeem, claim, access, or request an MHFA Manual or other physical or digital Course resource through an RTO, issuing body, program owner, platform provider, materials provider, shop, fulfilment provider, or other third-party process. This may include codes or entitlements associated with MHFA Manuals, eLearning access, Learner Access Passes (LAPs), Course materials, or standalone MHFA Manual purchases. Unless We expressly agree otherwise in writing, Our role is limited to purchasing, ordering, issuing, providing, or otherwise facilitating the relevant code and any related instructions made available to Us.
MHFA means Mental Health First Aid Australia and/or Mental Health First Aid International (and any successor organisation, authorised licensing body, or approved program provider responsible for administering or licensing MHFA programs), including the relevant program standards, delivery requirements, accreditation rules, assessment criteria, and licensing conditions applicable to the Course from time to time.
MHFA Manual means any physical or digital Mental Health First Aid manual, handbook, workbook, course manual, participant manual, or similar official MHFA program resource required or made available for a Course, whether supplied directly by Us at a face-to-face Course, supplied digitally, redeemed through a Manual Redemption Code, supplied through the MHFA shop, or supplied through another RTO, issuing-body, platform, materials, fulfilment, or delivery process.
Non-Refundable Items means any Course-related items, fees, access, materials, program licences or access arrangements, vouchers, passes, registrations, MHFA Manuals, Manual Redemption Codes, coupon codes, voucher codes, freight costs, postage costs, delivery costs, fulfilment costs, platform access, Learning Management System (LMS) access, eLearning access, digital learning components, Learner Access Passes (LAPs), or other third-party charges that are identified as non-refundable in these Terms, the Quote/Invoice, booking confirmation, or booking communications, or which We have ordered, purchased, issued, activated, assigned, provided, redeemed, distributed, or otherwise incurred in reliance on the Participant details, Participant list, or Participant numbers provided by You. This includes, without limitation, Learner Access Pass (LAP) fees, eLearning access or vouchers, LMS access, platform access, Manual Redemption Codes, MHFA Manual coupon codes, MHFA Manual voucher codes, digital resources, MHFA Manuals, and any physical or digital training materials. For clarity, Non-Refundable Items remain payable once ordered, purchased, issued, activated, assigned, provided, redeemed, distributed, or otherwise incurred, including where Participant details change, Participant numbers change, Participants withdraw, Participants are substituted or replaced, eLearning access is not used or completed, a Manual Redemption Code is not redeemed, a Manual Redemption Code is redeemed using incorrect details, platform or LMS access issues occur, MHFA Manual redemption or third-party delivery issues occur, or a Course is cancelled, rescheduled, or otherwise does not proceed, subject to any rights You may have under the Australian Consumer Law.
Once-Off Licence means a licence to use Developed Materials for the agreed purpose, audience, organisation, term (if any), and scope stated in the Quote/Invoice, subject to payment of the applicable Once-Off Licence Fee and compliance with these Terms. A Once-Off Licence does not transfer ownership of Intellectual Property rights and does not permit use outside the agreed scope, resale, sublicensing, public access, external commercial use, transfer to another organisation, or creation of a competing or derivative training product unless expressly stated otherwise in writing.
Once-Off Licence Fee means the fee payable for a Once-Off Licence, as stated in the Quote/Invoice.

Participant has the meaning given in clause 1.1(b).
Permitted End Client means a Client, end client, host organisation, RTO customer, workplace, school, agency, business, or other third-party organisation expressly identified in the Quote/Invoice as the organisation permitted to use the Developed Materials. A Permitted End Client has permission to use the Developed Materials only within the licence scope, audience, term, purpose, and limits stated in the Quote/Invoice and these Terms. For clarity, identifying a Permitted End Client does not transfer ownership of any Intellectual Property rights, does not make the Permitted End Client a party to this Agreement unless expressly agreed by Us in writing, and does not give You any separate right to use, copy, modify, adapt, rebrand, distribute, publish, resell, sublicence, commercialise, or redeploy the Developed Materials for Your own organisation or for any other client, customer, entity, audience, or purpose unless expressly stated otherwise in writing.
Quote means a written document provided by Us to You setting out the price and details of Services offered.
Quote/Invoice means the relevant Quote, invoice, proposal, booking confirmation, written scope, or other written document issued by Us that states the applicable Services, Course, Course Development Services, Developed Materials, fees, payment terms, licence terms, audience, purpose, timing, inclusions, exclusions, or other engagement-specific arrangements for the relevant booking, Course Development Services engagement, or other Services engagement.
Refund means a repayment of money by Us to You in accordance with these Terms.
Services means the provision of Courses, Course Development Services, Developed Materials, related training services, educational resources, workplace capability-building resources, and any other services or deliverables supplied or agreed to be supplied by Us under a Quote/Invoice or these Terms.
Standard Rate means the price for Services charged by Us where We agree in writing to re-issue a Quote/Invoice to accommodate a policy requirement for credit or debit card settlement with merchant-absorbed processing costs, and the amount notified at the time of re-issue or otherwise stated on Our Quote/Invoice is the total and final amount payable for the Services using the payment method stated in that re-issued Quote/Invoice, subject to any rights You may have under the Australian Consumer Law.
Terms means these Terms and Conditions.
The Working Mind (TWM) means the evidence-based mental health training program known as “The Working Mind”, delivered in Australia under the applicable licensing, issuing-body, or program arrangements in force from time to time, including through MHFA or any authorised successor, licensing body, or approved program provider where applicable.
The Working Mind (TWM) – Employee means the “The Working Mind – Employee” Course option, as described on Our website and/or the Course listing or Quote/Invoice.
The Working Mind (TWM) – Manager means the “The Working Mind – Manager” Course option, as described on Our website and/or the Course listing or Quote/Invoice.
Third Party means any person or entity other than You or the Company that is not a direct party to this Agreement.
Training Room Requirements means the minimum venue and facility standards specified by Us for the safe and effective delivery of Courses. Specific facility standards are:

- A suitable on-site training room equipped with:
    - Appropriate audio-visual facilities, including a projector and screen or TV of sufficient size, with HDMI connection, for all Participants to clearly view training materials, and a speaker system where required.
    - Reliable Wi-Fi access where required for Course delivery.
    - On-site personnel available, where applicable, to assist with connectivity, venue access, equipment access, room setup, security access, or other site-specific requirements to ensure all required equipment functions correctly and the Course can be delivered safely and effectively.
- Trainer access and parking:
    - Accessible parking for the trainer. On-site parking should be provided wherever reasonably practicable. Where on-site parking is not available, parking must be located within reasonable walking distance of the training venue and suitable for the transport of training materials and equipment within the available setup and pack-up access time.
    - Where parking is paid, restricted, or requires validation, You must arrange, or ensure that the Client or relevant host site arranges, a parking permit, validation, voucher, or reimbursement for the full cost of parking for the duration of the Course, including the setup and pack-up period.
- Venue access and timing:
    - Sufficient access to the training room to allow reasonable setup and pack-up of training materials and equipment.
    - Unless otherwise agreed in writing, You must provide, or ensure that the Client or relevant host site provides, access to the training room at least sixty (60) minutes before the scheduled Course commencement time and at least forty-five (45) minutes after the Course concludes for pack-up and departure.

VTAC has the same meaning as Company.
You means the organisation or person who books, arranges, or pays for the Services and who enters into these Terms with Us.

30. Contact Us

30.1 If You have any questions or concerns about these **RTO - Terms and Conditions**, please contact Us at Veranium Pty Ltd trading as Veracity Training & Counselling; Email: info@vtac.life. We will respond within a reasonable time.

30.2 If Your concern relates to privacy or health privacy, and cannot be resolved with Us, You may refer to clause 20 for further information regarding complaint handling and external review options.

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