

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

### 1. Acceptance of Terms

1.1 Veracity Training & Counselling (ABN 19738756107), trading under the business names Veracity Training & Counselling and Veracity Training Services, is referred to in these Terms as the "Company", "We", "Our", or "Us". By confirming a booking 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 on behalf of Your organisation and to require 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 payment and commercial 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. You are responsible for ensuring that Participants are made aware of these Terms before attending the Course.

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, 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 forms a separate agreement between You and Us under these Terms. The agreement for a particular Course begins when the booking is confirmed and the requirements in clause 2.1 have been satisfied, and continues until the Course has been delivered and all outstanding payment obligations under these Terms have been satisfied. Any subsequent booking will form a new and separate agreement governed by the version of these Terms in effect at the time that booking is confirmed.

1.5 If there is an inconsistency, the order of precedence is: (a) these Terms; (b) the Quote/Invoice; (c) any other referenced document, unless expressly stated otherwise in the Quote.

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### 2. Payment and Deposit

2.1 To secure Your booking, all of the following are required:

2.1.1 A Deposit of 50% of the Course Fee, unless otherwise stated in the Quote/Invoice; and

2.1.2 Payment in full for all Non-Refundable Items (see clause 29 – Definitions) specified in the Quote/Invoice; and

2.1.3 Completion of the 'RTO Booking Form' at <https://www.vtac.life/rto-booking> (per Course); and

2.1.4 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 (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, 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.

2.3 For administrative purposes, the final (balance) Invoice may be issued and dated on the first day of the Course. This does not change any due dates notified in the Quote/Invoice or booking communications, or Your obligation to pay any Deposit, Course Fee, Non-Refundable Items, or cancellation fees that become payable under these Terms. If a cancellation gives rise to a cancellation fee, We may issue an Invoice reflecting that fee at the time the cancellation is received.

2.4 The Invoice will 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, licences, or other components that constitute Non-Refundable Items under these Terms.

2.4.1 The number of Participants is confirmed at the start of the Course. However, any Non-Refundable Items (including access, materials, licences, or other program components) that have been ordered, purchased, issued, activated, or otherwise incurred in reliance on the 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, or do not attend.

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 must be made by bank deposit unless otherwise agreed by Us in writing. Where payment is made by credit or debit card, any applicable merchant or processing fees will be added to the amount shown on the Invoice.

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.

2.11 Any Deposit paid to secure a booking will be applied in priority to any Non-Refundable Items (including those described in clauses 3.1 and 3.2.1) and any applicable cancellation fees (including those described in clause 3). 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 (Course Fee and Per-Participant Charges). Unless otherwise stated in the Quote/Invoice, 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.

2.13 Participant List Deadline. 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). If no deadline is specified, 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, activated, or otherwise incurred based on the Participant list or Participant numbers You provide remain payable in full. You acknowledge that Participant details may be shared with relevant issuing bodies and platform providers (including MHFA, where applicable) for the purpose of enrolment, access, assessment, and issuing outcomes, in accordance with Our Privacy Policy.

2.14 The price of any Non-Refundable Items (including MHFA Manuals, eLearning access, freight, 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 or third-party charges, and reasonable handling and administration costs. Supplier pricing, program requirements, and reasonable delivery 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. Cancellation Policy

3.1 Certain training materials and components—including, but not limited to, physical training materials, digital access fees, accreditation access fees, MHFA Manuals, 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 Course listing, Quote, or Invoice are strictly non-refundable once ordered, purchased, issued, activated, or otherwise incurred, regardless of how far in advance the Course is cancelled.** These items cannot be cancelled, returned, or refunded by the issuing body (including MHFA or other relevant third-party providers) once processed, and therefore remain payable in full in the event of cancellation.

3.1A For the avoidance of doubt, where a cancellation occurs within forty-eight (48) hours of Course Commencement, clauses 3.2.7 or 3.3.5 (as applicable) apply in priority to any other cancellation timeframe in clause 3, including the twenty-one (21) calendar day timeframe.

3.1B For the purposes of this clause 3:

(a) "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.

(b) Any reference to "hours" is calculated as a period of hours immediately preceding Course Commencement.

- (c) Any reference to “calendar days” is calculated by counting whole calendar days ending at Course Commencement.
- (d) 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.

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

3.2.1 Any eLearning access, Learner Access Pass (LAP) fees, or other digital learning components issued for Participants are Non-Refundable Items once ordered, purchased, issued, activated, or otherwise incurred. These items remain payable regardless of how far in advance the Course is cancelled.

3.2.2 eLearning vouchers or digital access issued for a Participant cannot be transferred to another person or Course.

3.2.3 If You cancel the entire Course **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 **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 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 **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 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 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 the Non-Refundable Items identified in clauses 3.1 and 3.2.1. No-shows are treated as cancellations within forty-eight (48) hours of Course Commencement.

3.3 For Courses **without an eLearning component**:

3.3.1 If You cancel the entire Course **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 **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 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 **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 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 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 the Non-Refundable Items identified in clause 3.1. No-shows are treated as cancellations within forty-eight (48) hours of Course Commencement.

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 under these Terms, We may deduct from the Refund any non-recoverable merchant, card, or transaction processing fees incurred by Us in processing the original payment and/or the Refund, except where prohibited by law or where a Refund is required under the Australian Consumer Law. If We cancel a Course, any Refund payable will be determined in accordance with clause 9.3 and the Australian Consumer Law, and no deduction of such fees will be made unless We are unable to recover those fees and the law permits deduction.

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.

#### **4. Storage**

4.1 Course Manuals and other training materials supplied for a Course must be used for the Course for which they are ordered and must not be stockpiled, retained for extended periods, or used for future Courses unless otherwise agreed by Us in writing.

4.2 If We hold any manuals, materials, or other items in storage on Your behalf, storage charges of \$100 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.

4.3 Risk in and responsibility for any manuals, materials, or other 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.

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#### **5. Course Eligibility**

5.1 We cannot assure eligibility and will not provide a Refund (partial or full) if any Participant is ineligible for any reason where a Course has eligibility criteria (for example, if a Participant enrolls in a 'Refresher' Course when not eligible).

5.2 You are responsible for ensuring the eligibility of all Participants in all circumstances.

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#### **6. Course Participation**

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.

6.2 Course duration is as stated in Your booking confirmation, Course listing or Quote/Invoice, and/or as required by the relevant issuing body (including MHFA, where applicable).

6.3 Refunds will not be provided (partial or full) for incomplete Courses.

6.4 Accreditation and/or Attendance / Completion outcomes (where applicable) are determined solely by the relevant issuing body's assessment criteria (including MHFA assessment criteria, where applicable).

6.5 Refunds will not be provided (partial or full) if You do not achieve any relevant Accreditation and/or Attendance / Completion outcomes (where applicable).

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. 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 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 issuing body requirements (such as MHFA instructor accreditation where applicable).

6.11 Where a Course is delivered under licence, accreditation, or program standards set by an issuing body (including MHFA), Participants and You must comply with any applicable program requirements, eligibility criteria, assessment conditions, participation standards, or delivery rules set by that issuing body from time to time. If such requirements

change after a booking is confirmed and affect the delivery, structure, duration, eligibility, or 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.

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## **7. Rescheduling and Substitutions**

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 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 (Cancellation Policy), unless We agree otherwise in writing.

7.2 All rescheduling requests must be made in writing and emailed to [info@vtac.life](mailto:info@vtac.life).

7.3 Rescheduling is permitted on one occasion only, to an Equivalent Course, and must occur within 6 months of the original Course date, 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 rescheduled Course does not proceed for any reason, and the original Course booking would have incurred a cancellation fee under clause 3, that cancellation fee remains payable.

7.6 You may substitute one Participant for another by giving at least three (3) calendar days' written notice 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, manuals, or Learner Access Pass (LAP) fees) that have already been ordered, purchased, issued, activated, or otherwise incurred for a Participant, a substitution request may not be possible and/or additional costs may apply. Any such Non-Refundable Items remain payable in accordance with clauses 2.4.1 and 3.1.

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## **8. Training Room Requirements and Work Health and Safety**

8.1 You are responsible for providing an appropriate venue and facilities for the delivery of the Course, as set out in the Training Room Requirements detailed in clause 29 (Definitions – Training Room Requirements).

8.2 You must ensure 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 of any site-specific safety requirements or risks.

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 provide a suitable alternative. If the issue cannot be remedied (or an alternative venue cannot be provided) by Course Commencement, We may refuse to deliver the Course or may end delivery (as applicable). In that event, the situation will be treated as a cancellation by You for the purposes of clause 3 (Cancellation Policy), and any agreed Course Fees, Non-Refundable Items, and applicable cancellation fees remain payable to the extent permitted by law.

8.5 If You or any Participant are in crisis or require urgent support during training, please contact emergency services on 000 or Lifeline on 13 11 14.

8.6 Nothing in these Terms transfers or reduces Your workplace health and safety duties in relation to Your Participants. You remain responsible for Your organisational WHS obligations before, during, and after the Course.

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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 Our 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 or cancel a Course at short notice.

9.3 If this happens, We will use reasonable efforts to notify You as soon as practicable. You will be offered the option to reschedule the Course or receive a Refund of any Course Fees paid for Services not yet delivered, excluding any Non-Refundable Items that have already been ordered, purchased, issued, activated, or otherwise incurred, except where such amounts are recoverable by Us or where a Refund is required under the Australian Consumer Law.

9.4 Refunds for cancellations initiated by You remain subject to clause 3 (Cancellation Policy) 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**

10.1 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 guidelines We provide.

10.2A Participants must not seek or expect individual clinical advice, crisis counselling, or therapeutic support from the facilitator during training. 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, wellbeing, or learning environment of others, We may take reasonable steps to pause, modify, or end that Participant's participation in the Course. Where participation is ended under this clause, no Refund will be provided for that Participant except where required under the Australian Consumer Law.

10.4 Where inappropriate conduct occurs, and where safe and appropriate, We may notify a relevant referring organisation (if applicable) 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 circumstances change after acceptance (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.

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## **13. Direct Communication with Participants**

13.1 We reserve the right to communicate directly with all Course Participants via email, SMS, or phone call where necessary to administer the Course (e.g., joining instructions, pre-work, accreditation steps) in accordance with Our Privacy Policy. This may include communication before, during, and after the Course.

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## **14. Liability and Indemnity**

14.1 To the extent permitted by law, neither Veracity Training & Counselling nor Our directors, employees, licensors, contractors, or agents will be liable for any loss, damage, injury, emotional distress, or expense (whether direct, indirect, incidental, special, or consequential) arising from participation in, attendance at, or reliance on Our Services, except to the extent that such liability cannot be excluded under the Australian Consumer Law.

14.2 Our engagement is solely with You. Except to the extent required by law (including the Australian Consumer Law), We are not liable to any Third Party. 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 Veracity Training & Counselling and Our directors, employees, licensors, contractors, and agents from any claims, liabilities, damages, and expenses (including reasonable legal fees) to the extent caused by any act or omission by You, Your Participants, employees, contractors, or any person under Your control, including (i) Your breach of these Terms, (ii) inaccurate or incomplete information provided by You, (iii) any booking made

on behalf of a Third Party, or (iv) any conduct occurring at a venue under Your control, except to the extent caused or contributed to by Our negligence or wilful misconduct and 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.

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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, Wellbeing 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 remain important guidance that We may rely on to manage Our Services and set expectations for behaviour. Updates to these documents may be made by Us from time to time, and changes take effect immediately upon publication on Our website or other official platform.

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## 16. Refunds

16.1 Once a refund is approved, We will process it within seven (7) business days of approval using the same payment method, unless otherwise agreed in writing.

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, any deduction for non-recoverable merchant, card, or transaction processing fees is governed by clause 3.5 and will be applied only to the extent permitted by law. If We cancel a Course, any Refund payable is governed by clause 3.5, clause 9.3, and applicable law.

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## 17. Intellectual Property

17.1 All intellectual property rights in Our Services and materials are owned exclusively by 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 You are permitted to use the materials provided solely for Your personal use as intended. You must not copy, reproduce, adapt, modify, share with any Third Party, publish, sell, or otherwise commercialise any part of the 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 to You for personal use only.

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 that You do not consent, You grant Us a non-exclusive, royalty-free, revocable licence to use Your organisation's name, logo, trade marks, and branding ("Client Marks") solely to identify You as a client (and that We have provided 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, or ongoing affiliation beyond the provision of Services.

17.5.3 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.

17.5.4 We will not alter the Client Marks except for reasonable formatting, resizing, or placement required for layout consistency.

17.5.5 Nothing in this clause transfers ownership of any intellectual property rights in the Client Marks to Us.

17.5.6 For clarity, withdrawal of consent under clause 17.5.3 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.

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## **18. GST**

18.1 All amounts specified in these Terms, any quote, or any invoice are exclusive of Goods and Services Tax (GST). Veracity Training & Counselling is not currently registered for GST, and no GST is charged on Our Services.

18.2 If Veracity Training & Counselling becomes registered for GST in the future, GST will be added to all taxable supplies at the applicable rate, and updated invoices will be issued accordingly.

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 email address to which it was sent, unless an automated undeliverable message is received. We are not responsible for delays caused by spam filters, email security settings, or similar issues beyond Our control.

19.7 A message sent by phone or SMS is taken to be delivered when sent to the number You provided. However, such messages are not valid for formal or legal notices, which must comply with clause 19.2.

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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. Raising a complaint will not affect Your ongoing access to Services or the manner in which You are treated by Us.

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.

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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.

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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 Clauses relating to Intellectual Property, Liability and Indemnity, payment obligations, and this clause 22 (Governing Law and Jurisdiction) survive the expiry or termination of these Terms.

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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, or operational necessity. The version of these Terms that applies to a booking is the version in effect at the time the booking is confirmed, unless a later change is required by law or is otherwise permitted under this clause.

(a) The latest version of these Terms, showing the revision date, will be available at <https://www.vtac.life/vtac-tcs-rto-training>.

(b) The latest version of Our Privacy Policy, showing the revision date, will be available at <https://www.vtac.life/vtac-privacy-policy>.

23.2 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 (Notices), unless urgent legal or safety requirements make shorter notice necessary.

23.3 If You reasonably consider a change to have a materially adverse impact on You, You may end Your agreement with Us without penalty by written notice before the change takes effect.

23.4 Non-material or administrative amendments (for example, corrections of typographical errors or updates to contact details) may take effect immediately upon publication.

23.5 Any change made under this clause does not apply retrospectively and does not affect any rights or obligations that accrued before the change.

23.6 Our other internal policy documents, including (without limitation) Our Code of Conduct, Wellbeing Policy, and Psychosocial Policy, are not contractual terms. They may be updated from time to time, and such updates take effect immediately upon publication.

23.7 If You do not agree to a change to these Terms or to Our Privacy Policy, Your sole remedy (other than termination under clause 23.3 where applicable) is to stop using Our Services. Where required by law, the Privacy Policy will prevail to the extent necessary to ensure compliance with applicable privacy obligations.

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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 these Terms, to the extent permitted by law.

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### **25. Severability**

25.1 If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision will be severed or read down to the extent necessary to make it valid and enforceable.

25.2 The remainder of these Terms will remain in full force and effect and will continue to be binding on the parties to the fullest extent permitted by law.

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### **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.

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### **27. Disclaimer**

27.1 We deliver Our Services with due care and skill in accordance with relevant professional standards. However, Veracity Training & Counselling does 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 for the purposes of the Course. 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. See also clause 6.6.

27.4 While We take reasonable care to ensure that information provided is accurate and evidence-based, We accept no responsibility for any diagnoses made, actions or inactions taken, or conclusions drawn by You or any Third Party based on

that information. 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.

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## 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, or 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.

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## 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.

**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 / Refresher** are Course types as defined by MHFA.

**Client Marks** means the organisation's name, logo, trade marks, and branding belonging to You or Your organisation.

**Company means** Veracity Training & Counselling (ABN 19738756107) trading under the business names Veracity Training & Counselling and Veracity Training Services, referred to in these Terms as "We", "Our", or "Us".

**Course** means any training, program, workshop, seminar or related service provided by Us.

**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 price payable for the delivery of a Course as set out in the Quote or Invoice, excluding any additional per-Participant charges, Non-Refundable Items, or other amounts that may be payable under these Terms unless expressly included in that price.

**Deposit** means the initial payment specified in the Quote or Invoice that must be paid to secure the booking.

**eLearning** means learning via electronic media, typically conducted online.

**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, or as further described in Our policies (including Our Code of Conduct, if applicable).

**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.

**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 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, digital learning components, accreditation pathways, and related program resources as determined by MHFA from time to time. Access periods, entitlements, and conditions are determined by MHFA and may change from time to time.

**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 the relevant MHFA program),

including any standards, program requirements, assessment criteria, licensing conditions, or delivery rules set by that body from time to time.

**Non-Refundable Items** means any items, fees, access, materials, licences, vouchers, passes, registrations, manuals, freight costs, or other third-party charges that are identified as non-refundable in these Terms, the Course listing, the Quote/Invoice, or booking communications, or which We have ordered, purchased, issued, activated, or otherwise incurred in reliance on the Participant list or Participant numbers provided by You. This includes (without limitation) Learner Access Pass (LAP) fees, eLearning access or vouchers, and any physical or digital training materials.

For clarity, Non-Refundable Items remain payable once ordered, purchased, issued, activated, or otherwise incurred, including where Participant numbers change, Participants withdraw, or a Course is cancelled, rescheduled, or otherwise does not proceed.

**Participant** has the meaning given in clause 1.1(b).

**Quote** means a written document provided by Us to You setting out the price and details of Services offered.

**Refund** means a repayment of money by Us to You in accordance with these Terms.

**Services** means the provision of Courses and related training services by Us.

**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 via MHFA International.

**The Working Mind (TWM) – Employee** means the "The Working Mind – Employee" Course option, as described on Our website and/or the Course listing, Quote or Invoice.

**The Working Mind (TWM) – Manager** means the "The Working Mind – Manager" Course option, as described on Our website and/or the Course listing, Quote or 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 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 or venue access to ensure all required equipment functions correctly.
- 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, the Client must arrange a parking permit, validation, voucher, or reimburse the trainer 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, the Client must provide access to the training room at least sixty (60) minutes before the scheduled Course commencement time and allow 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.

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### 30. Contact Us

If You have any questions or concerns about these **RTO - Terms and Conditions**, please contact Us at Veracity Training & Counselling; Email: [info@vtac.life](mailto:info@vtac.life).

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