

## Public - 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 or administrator books and another person 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.

1.1A Where a Course is delivered under a third-party issuing body, licensing body, or program owner (including MHFA, where applicable), that entity is responsible for accreditation, certification, and any program-specific regulatory or compliance requirements. Our role is limited to delivery of the Course in accordance with those requirements.

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 26 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 by satisfaction of the requirements in clause 2.1, 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

2.1 To secure Your booking, full payment of the Course Fee is required upfront, unless otherwise agreed in writing.

2.2 Payments for Services are charged on a **Standard Rate** basis and may be made by Credit/Debit Card (including Visa and Mastercard, with no surcharge applied by Us), PAYID, BPAY (including Visa and Mastercard, with no surcharge applied by Us), or Direct Bank Deposit, unless otherwise agreed in writing. 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.

2.3 Providing incorrect or incomplete information may cause delays and/or impact Our Services and You may incur additional costs.

2.4 Funds are deemed received only when cleared in Our nominated account.

2.5 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.

2.6 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.

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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, MHFA 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 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, 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 these Terms:

(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.

3.1C 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.

3.1D For clarity, some Non-Refundable Items may be itemised separately on the Quote/Invoice, while other Non-Refundable Items may be included within the Course Fee (for example, MHFA Manuals or training materials). Where an item is included within the Course Fee, it may not be separately itemised, and its value forms part of the overall Course Fee agreed between the parties and reflects the underlying third-party costs incurred to deliver the Course.

3.1E 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.

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

3.2.1 The Course Fee for Face-to-Face 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, or issuing body (including MHFA or The Working Mind, where applicable), the applicable cost of eLearning access, program access, Learner Access Pass (LAP) fees, digital resources, or similar per-Participant charges will be reflected in the Course Fee stated in the Quote/Invoice. Any such amounts are Non-Refundable Items once ordered, purchased, issued, activated, or otherwise incurred, and remain payable regardless of how far in advance the Course is cancelled.

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 (for example, approximately \$155 per Participant, subject to change by MHFA and related delivery costs). eLearning access or a Learner Access Pass (LAP) is often issued in advance of the instructor-led component. Once issued or assigned to a Participant, it cannot be cancelled, transferred, or refunded by MHFA, including where the Participant does not access or complete the eLearning component. As a result, changes to Participants, substitutions, or cancellations after eLearning access has been issued may not be possible and/or may result in additional costs, and the associated Non-Refundable Items will remain payable in accordance with these Terms.

3.2.2 eLearning vouchers cannot be transferred to another person or Course.

3.2.3 If a cancellation is made **20 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 a cancellation is made **more than forty-eight (48) hours** before Course Commencement **but less than twenty (20) calendar days** before the first day of the Course, a cancellation fee of \$55 per Participant will apply, in addition to the non-refundable amounts identified in clauses 3.1 and 3.2.1.

3.2.5 If a cancellation is made **within forty-eight (48) hours** of Course Commencement, You will incur a cancellation fee equal to 100% of the Course Fee. If any amount has already been paid, no Refund will be provided for any part of the Course Fee (including any Non-Refundable Items). If the Course Fee has not been paid in full, We may invoice You for the balance and it remains payable in accordance with clause 2.

**3.3 Face-to-Face Courses without an eLearning component:**

3.3.1 If a cancellation is made **20 or more calendar days** before the first day of the Course, no cancellation fee will apply. However, non-refundable amounts in clause 3.1 will not be refunded.

3.3.2 If a cancellation is made **more than forty-eight (48) hours** before Course Commencement **but less than twenty (20) calendar days** before the first day of the Course, a cancellation fee of \$55 per Participant will apply, in addition to the non-refundable amounts in clause 3.1.

3.3.3 If a cancellation is made **within forty-eight (48) hours** of Course Commencement, You will incur a cancellation fee equal to 100% of the Course Fee. If any amount has already been paid, no Refund will be provided for any part of the Course Fee (including any Non-Refundable Items). If the Course Fee has not been paid in full, We may invoice You for the balance and it remains payable in accordance with clause 2.

**3.4 Online Courses with an eLearning component** (such as, but not limited to, 'Blended Online' Courses):

3.4.1 The Course Fee for Online 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, or issuing body (including MHFA or The Working Mind, where applicable), the applicable cost of eLearning access, program access, Learner Access Pass (LAP) fees, digital resources, or similar per-Participant charges will be reflected in the Course Fee stated in the Quote/Invoice. Any such amounts are Non-Refundable Items once ordered, purchased, issued, activated, or otherwise incurred, and remain payable regardless of how far in advance the Course is cancelled.

3.4.1A For Courses delivered under Mental Health First Aid Australia (MHFA), the eLearning component typically represents a material portion of the Course Fee (for example, approximately \$155 per Participant, subject to change by MHFA and related delivery costs). eLearning access or a Learner Access Pass (LAP) is often issued in advance of the instructor-led component. Once issued or assigned to a Participant, it cannot be cancelled, transferred, or refunded by MHFA, including where the Participant does not access or complete the eLearning component. As a result, changes to Participants, substitutions, or cancellations after eLearning access has been issued may not be possible and/or may result in additional costs, and the associated Non-Refundable Items will remain payable in accordance with these Terms.

3.4.2 eLearning vouchers cannot be transferred to another person or Course.

3.4.3 If a cancellation is made **14 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 3.4.1 will not be refunded.

3.4.4 If a cancellation is made **more than forty-eight (48) hours** before Course Commencement **but less than fourteen (14) calendar days** before the first day of the Course, a cancellation fee of \$55 per Participant will apply, in addition to the non-refundable amounts identified in clauses 3.1 and 3.4.1.

3.4.5 If a cancellation is made **within forty-eight (48) hours** of Course Commencement, You will incur a cancellation fee equal to 100% of the Course Fee. If any amount has already been paid, no Refund will be provided for any part of the Course Fee (including any Non-Refundable Items). If the Course Fee has not been paid in full, We may invoice You for the balance and it remains payable in accordance with clause 2.

**3.5 Online Courses without an eLearning component:**

3.5.1 If a cancellation is made **14 or more calendar days** before the first day of the Course, no cancellation fee will apply. However, non-refundable amounts in clause 3.1 will not be refunded.

3.5.2 If a cancellation is made **more than forty-eight (48) hours** before Course Commencement **but less than fourteen (14) calendar days** before the first day of the Course, a cancellation fee of \$55 per Participant will apply, in addition to the non-refundable amounts in clause 3.1.

3.5.3 If a cancellation is made **within forty-eight (48) hours** of Course Commencement, You will incur a cancellation fee equal to 100% of the Course Fee. If any amount has already been paid, no Refund will be provided for any part of the Course Fee (including any Non-Refundable Items). If the Course Fee has not been paid in full, We may invoice You for the balance and it remains payable in accordance with clause 2.

3.6 All cancellations of Your booking or Your place in a 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.

3.7 Where You are entitled to a Refund under these Terms, the amount of that Refund will be determined in accordance with the cancellation or force majeure provisions that apply to the relevant circumstances, and subject to 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 2.2.

3.8 Where a Course is delivered under licence, accreditation, or program standards set by an Issuing Body (including MHFA, where applicable), that Issuing Body may require a minimum number of Participants for the Course to proceed. If Participant withdrawals, cancellations, failure to provide sufficient eligible Participants, or other circumstances mean that the minimum number required for the Course is not met and We are not permitted or reasonably able to deliver the Course, We may cancel, postpone, or reschedule the Course. In that event, affected Participants will be offered a transfer to an alternative Course date or a Refund in accordance with these Terms and the Australian Consumer Law. For clarity, where a particular Participant has cancelled their own booking, that Participant remains subject to the cancellation terms otherwise applicable to their own booking under this clause 3, including any Non-Refundable Items, but is not liable for cancellation fees or losses attributable to cancellation of the Course as a whole due to other Participants or insufficient overall participant numbers.

#### **4. Course Eligibility**

4.1 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, except where required by law.

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

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#### **5. Course Participation**

5.1 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.

5.2 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).

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

5.4 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).

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

5.6 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.

5.7 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.

5.8 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.

5.9 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 practicable.

5.10 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).

5.11 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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#### **6. Rescheduling**

6.1 If You wish to reschedule a Course, You must notify Us in writing at least eight (8) 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 eight (8) 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.

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

6.3 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.

6.3.1 If You are unable to attend the rescheduled Course, a cancellation fee equal to 100% of the Course Fee will apply.  
6.4 If a rescheduled Course does not proceed because You cancel Your rescheduled booking, the cancellation terms in clause 3 will apply by reference to the rescheduled Course date. If a rescheduled Course does not proceed due to cancellation, postponement, or rescheduling by Us, including under clauses 3.8 or 7, Your rights will be determined in accordance with those clauses and the Australian Consumer Law.

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## **7. Force Majeure**

7.1 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.

7.2 If such an event occurs, We may modify or cancel a Course at short notice.

7.3 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 amounts paid for the Course. Any Refund may exclude Non-Refundable Items that have already been ordered, purchased, issued, activated, or otherwise incurred in reliance on the Course booking or Participant list (including eLearning access, MHFA Learner Access Pass (LAP) fees, manuals, 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 issuing body or supplier, 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.

7.4 Refunds for cancellations initiated by You remain subject to clause 3 (Cancellation Policy) and the Australian Consumer Law.

7.5 Nothing in this clause excludes or limits any rights or remedies You may have under the Australian Consumer Law.

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## **8. Appropriate Conduct**

8.1 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.

8.2 You agree to act in a peaceful and constructive manner, treat Our team with respect, and follow any reasonable guidelines We provide.

8.2A 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.

8.2B 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.

8.3 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 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, wellbeing, legal compliance, 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.

8.4 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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## 9. Quotes

9.1 Quotes are valid for 30 days unless otherwise stated.

9.2 If You need more time or have questions, please contact Us.

9.3 We reserve the right to withdraw a Quote at any time prior to Your acceptance. If You have accepted a Quote and a change is required (for example, due to issuing-body requirements, supplier price changes, or availability), We will notify You and use reasonable efforts to agree a suitable alternative.

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## 10. Privacy

10.1 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 Training 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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## 11. Liability and Indemnity

11.1 To the extent permitted by law, 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.

11.2 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.

11.3 You agree to indemnify and hold harmless 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 as a result of 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 loss, liability, damage, or expense is caused or contributed to by Our negligence, wilful misconduct, breach of law, or breach of these Terms, and applies only to the extent permitted by law.

11.4 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.

11.5 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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## 12. Additional Policies

12.1 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.

12.2 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.

12.3 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 20 or is required by law.

12.4 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 20 or as required by law.

12.5 Where conduct by You or any Participant is inconsistent with the standards referred to in clause 12.4, We may take reasonable action under these Terms, including modifying, pausing, suspending, or ending participation in the Services 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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### 13. Refunds

13.1 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.

13.2 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.

13.3 If a Refund is payable because You cancel Your booking, cancel a Participant's place in a Course, or otherwise become entitled to a Refund under clause 3, the amount of that Refund is governed by clause 3 and subject to any rights You may have under the Australian Consumer Law. If We cancel, postpone, or reschedule a Course, any Refund payable is governed by clause 3.7, clause 3.8, clause 7.3, and subject to any rights You may have under the Australian Consumer Law.

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### 14. Intellectual Property

14.1 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)*.

14.2 You are permitted to use the materials provided solely for the personal use of the enrolled Participant(s) as intended in connection with the Course. You must not copy, reproduce, adapt, modify, share with any Third Party (including within any organisation), publish, sell, or otherwise commercialise any part of the materials without Our prior written consent.

14.3 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.

14.4 Nothing in this clause prevents You from exercising any rights granted under the *Copyright Act 1968 (Cth)*, including fair dealing rights.

14.5 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.

14.6 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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### 15. GST

15.1 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.

15.2 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.

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

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### 16. Notices

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

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

16.3 Our email notice address is [info@vtac.life](mailto:info@vtac.life) (or as updated on Our website).

16.4 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.

16.5 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.

16.6 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. 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. Each party is responsible for ensuring that its email systems (including spam filters and security settings) allow for the receipt of communications under these Terms.

16.7 A message sent by phone or SMS is taken to be delivered when it is sent to the number You provided. If a phone or SMS 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. However, such messages are not valid for formal or legal notices, which must comply with clause 16.2.

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## **17. Dispute Resolution**

17.1 We value feedback from Participants, You, 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.

17.2 If You wish to make a complaint, please contact Us in writing at [info@vtac.life](mailto: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.

17.3 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.

17.3A If a concern cannot be resolved directly, We will provide details of relevant external options. These may include:

- (a) a professional association or relevant industry body, where applicable; and
- (b) the Office of the Australian Information Commissioner (OAIC) for privacy-related matters.

We will cooperate fully with any external review or investigation.

17.4 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.

17.5 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).

17.6 The costs of mediation will be shared equally, unless otherwise agreed in writing.

17.7 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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## **18. Assignment**

18.1 You must not assign, transfer, or novate any rights or obligations under these Terms, in whole or in part, without Our prior written consent.

18.2 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 16 (Notices), provided that such assignment does not materially prejudice Your rights.

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## **19. Governing Law and Jurisdiction**

19.1 These Terms are governed by the laws in force in New South Wales, Australia.

19.2 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.

19.3 The following clauses survive the expiry or termination of these Terms: clause 10 (Privacy), clause 11 (Liability and Indemnity), clause 14 (Intellectual Property), clause 17 (Dispute Resolution), clause 19 (Governing Law and Jurisdiction), clause 22 (Severability), and any payment obligations that have accrued prior to termination.

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## **20. Changes to Terms and Conditions, Policies and Code of Conduct**

20.1 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.

20.2 Subject to clause 20.3, the version of these Terms in force at the time a booking is confirmed will continue to govern that booking and the Services supplied under it.

20.3 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 on reasonable notice, or immediately where urgent action is reasonably necessary.

20.4 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 16, unless urgent legal, safety, privacy, or issuing-body compliance requirements make shorter notice necessary.

20.5 If You reasonably consider a change under clause 20.4 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.

20.6 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.

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

20.8 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.

20.9 The current version of these Terms, showing the revision date, will be available at <https://www.vtac.life/vtac-tcs-public-training>. The current version of Our Privacy Policy, showing the revision date, will be available at <https://www.vtac.life/vtac-privacy-policy>.

20.10 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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## 21. Entire Agreement

21.1 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.

21.2 No representations, warranties, or understandings have effect unless expressly included in these Terms, to the extent permitted by law.

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## 22. Severability

22.1 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.

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

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## 23. No Waiver

23.1 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.

23.2 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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## 24. Disclaimer

24.1 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.

24.2 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.

24.3 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 5.6.

24.4 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.

24.5 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.

24.6 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 5.8. Nothing in this clause limits or excludes any rights or remedies available under the Australian Consumer Law.

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## 25. Interpretation

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

25.2 A reference to "including" or similar expressions means "including without limitation".

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

25.4 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.

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

25.6 The singular includes the plural and vice versa.

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

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## 26. 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, 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.

**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 fees payable under the applicable Quote/Invoice for the Course, including the agreed course price, any confirmed per-Participant fees, and any Non-Refundable Items.

**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.

**Face-to-Face Course** means a Course delivered in-person at a physical location, as stated on the Course listing, booking confirmation, Quote, or Invoice.

**Force Majeure** has the meaning given in clause 7.1.

**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.

**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 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.

**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.

**Standard 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 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.

**Terms** means these Terms and Conditions.

**Third Party** means any person or entity other than You or the Company that is not a direct party to this Agreement.

**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, 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.

**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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## 27. Contact Us

27.1 If You have any questions or concerns about these **Public - Terms and Conditions**, please contact Us at Veracity Training & Counselling; Email: [info@vtac.life](mailto:info@vtac.life). We will respond within a reasonable time.

27.2 If Your concern relates to privacy, and cannot be resolved with Us, You may refer to clause 17 for further information regarding complaint handling and external review options.

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