

In-House - Terms and Conditions (TRAINING) ("Terms"):

1. Acceptance of Terms

- 1.1 By booking with Veracity Training & Counselling ("Company", "We", "Our", "Us"), You ("Client", "You", "Your") 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 therefore contractually binding. Please raise any questions or concerns with Us before confirming Your booking.
- 1.2 If You do not agree with these Terms and Our Privacy Policy, please refrain from using Our Services ("Services").
- 1.3 For Your convenience, a glossary of definitions is included.
- 1.4 You acknowledge that You have read, understood, and agreed to these Terms and Conditions, and Our Privacy Policy (as incorporated into these Terms), before confirming Your booking. You further acknowledge that You had the opportunity to ask questions and seek clarification before entering into this Agreement.

2. Payment and Deposit

- 2.1 To secure Your booking, a Deposit of 50% of the total Course Fee is required unless otherwise stated in the Quote/Invoice.
- 2.1.1 In addition to the Deposit, You must complete Our relevant In-House Mental Health Questionnaire. The questionnaire is available on Our website:
- Standard MHFA Course – <https://www.vtac.life/inhouse-standard-questionnaire>
 - Youth MHFA Course – <https://www.vtac.life/inhouse-youth-questionnaire>
- 2.2 The balance must be paid in accordance with the Payment Terms on the Invoice.
- 2.3 The Invoice will be issued and dated on the first day of the Course. 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 (including the minimum number of Participants, which remains payable in full if the Course proceeds, even if the number of Participants falls below this minimum. This commercial minimum is distinct from the minimum number of Participants required by Mental Health First Aid International in order for the Course to be delivered, as set out in clause 3.6); and
- (b) any per-Participant fee for additional Participants above the minimum.
- 2.4.1 The number of Participants is confirmed at the start of the Course.
- 2.4.2 If extra Participants join after commencement, the Invoice will be updated.
- 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 in writing. Where Credit/Debit Card is used, merchant fees apply in addition to the Course Fee.
- 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, until payment is received in full.
- 2.10 You agree to pay Our reasonable costs of collection (including legal fees on a solicitor-and-own-client basis) incurred in recovering overdue amounts.
- 2.11 Any deposit paid to secure a booking will be applied first against non-refundable items (clauses 3.1 and 3.2.1) and any applicable cancellation fees (clauses 3.2, 3.3, or 3.6). Any remaining balance will be refunded, less merchant processing fees.

3. Cancellation Policy

- 3.1 Physical items that are not noted as included in the Course fee, including, but not limited to, 'MHFA Manuals', are non-refundable, regardless of how far in advance the Course is cancelled.
- 3.2 For Courses **with an E-Learning component** (such as, but not limited to, 'Blended Face-to-Face' and 'Blended Online' Courses):
- 3.2.1 A minimum non-refundable fee of \$155 per Participant applies for the E-Learning component, regardless of how far in advance the cancellation is made.
- 3.2.2 E-Learning vouchers 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 in clauses 3.1 and 3.2.1 will not be refunded.

3.2.4 If You cancel the entire Course between **3 and 20 calendar days** (inclusive) before the first day of the Course, a cancellation fee of \$300 per Course will apply, in addition to items listed as non-refundable in clauses 3.1 and 3.2.1.

3.2.5 If You cancel the entire Course **within 48 hours** of the first day of the Course, a cancellation fee equal to 100% of the Course Fee is payable. Non-refundable items listed in clause 3.1 will not be refunded.

3.3 For Courses **without an E-Learning 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 in clause 3.1 will not be refunded.

3.3.2 If You cancel the entire Course between **3 and 20 calendar days** (inclusive) before the first day of the Course, a cancellation fee of \$300 per Course will apply, in addition to items listed as non-refundable in clause 3.1.

3.3.3 If You cancel the entire Course **within 48 hours** of the first day of the Course, a cancellation fee equal to 100% of the Course Fee is payable. Non-refundable items listed in clause 3.1 will not be refunded.

3.4 All cancellations of the entire Course must be made in writing and emailed to info@vtac.life to be eligible for any applicable Refund. We will confirm receipt of Your cancellation request in writing within 2 business days.

3.5 Any applicable merchant processing fees incurred by Us will be deducted from any Refund.

3.6 Mental Health First Aid International requires a minimum number of Participants for each Course. If Participant withdrawals or cancellations cause numbers to fall below this minimum, We are not permitted to deliver the Course. In such cases, the Course will be treated as cancelled by You, and the applicable cancellation fees in clauses 3.2 or 3.3 will apply, together with the non-refundable items set out in clauses 3.1 and 3.2.1. This MHFA requirement is distinct from the commercial minimum in clause 2.4(a).

4. Course Eligibility

4.1 We cannot assure Your eligibility and will not provide a Refund (partial or full) if You are ineligible for any reason (for example, if You enrol in a 'Refresher' Course when not eligible).

4.2 You are responsible for ensuring Your eligibility in all circumstances.

5. Course Participation

5.1 Full attendance at the Course is required to obtain Accreditation, including successful completion of any required E-Learning component(s), where applicable.

5.2 Course duration is specified by MHFA and/or as stated in Your booking confirmation, Course listing or Quote/Invoice.

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

5.4 Refunds will not be provided (partial or full) if You do not achieve Accreditation.

6. Rescheduling and Substitutions

6.1 Please notify Us at least 14 calendar days before the first day of the Course, and We will do Our best to accommodate Your request, subject to availability.

6.2 All rescheduling requests must be made in writing and emailed to info@vtac.life.

6.3 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.

6.4 The amount invoiced will not be reduced if the rescheduled Course has fewer Participants than the original booking.

6.5 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.

6.6 You may substitute one Participant for another by giving at least 3 calendar days' written notice before the first day of the Course, provided the substitute Participant meets all eligibility criteria.

7. Training Room Requirements and Work Health and Safety

7.1 You are responsible for providing an appropriate venue and facilities for the delivery of the Course, as set out in the Training Room Requirements (see clause 28).

7.2 You must ensure full compliance with all relevant work health and safety legislation and that adequate insurances are in place for the venue.

7.3 You are responsible for informing Us of any site-specific safety requirements or risks.

7.4 If the venue is not suitable or safe, We may refuse to deliver the Course and all associated costs will remain payable by You.

7.5 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. Force Majeure

8.1 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, facilitators or a significant number of Participants;
- (f) failures, breakdowns or interruptions in utilities, information technology, internet, telecommunications or other communication services; or
- (g) any other cause, whether of a kind specified above or otherwise, which is not reasonably within Our control.

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

8.3 If this happens, You will be offered the option to reschedule or receive a full Refund.

8.4 Refunds will not be provided except as required under the Australian Consumer Law.

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

9. Appropriate Conduct

9.1 We have a zero-tolerance policy for any 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.

9.2 It is crucial that You also act in a peaceful and constructive manner. Please treat Our team with respect and follow any reasonable guidelines provided.

9.3 Should any behavioural issues arise, We reserve the right to terminate Your participation without a Refund, subject to Your rights under the Australian Consumer Law.

9.4 Where inappropriate conduct occurs, We may notify Your employer or the referring organisation (if applicable), and/or relevant legal authorities, where We are lawfully permitted or required to do so.

10. Quotes

10.1 Quotes are valid for 30 days unless otherwise stated.

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

10.3 We reserve the right to reject a Quote, but will use reasonable efforts to find a suitable alternative.

11. Confidentiality and Privacy

11.1 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).

12. Liability and Indemnity

12.1 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, or expense, whether direct, indirect, incidental, special, or consequential, arising from Your use of, or reliance on, Our Services, except to the extent such liability cannot be excluded under the Australian Consumer Law.

12.2 Our engagement is solely with You, and We are not liable to any Third-Party - if You book Our Services on behalf of another Third-Party, including but not limited to employees, volunteers, or otherwise, You are responsible for ensuring they are informed in respect to these Terms.

12.3 You agree to indemnify, defend, 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) arising out of or related to (i) Your use of the Services, (ii) Your violation of these Terms, (iii) any bookings made on behalf of any Third-Party, and (iv) any claims brought by any Third-Party relating to Your use of the Services except to the extent caused or contributed to by Our negligence or wilful misconduct.

12.4 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.

13. Additional Policies

13.1 You agree to comply with Our Privacy Policy, which forms part of these Terms by incorporation and is therefore contractually binding.

13.2 You also acknowledge the existence of Our other policies, including (without limitation) Our Code of Conduct, Wellbeing Policy and Psychosocial Policy. These are important policy-level documents that guide the way We deliver Our Services and the standards of conduct We expect. However, they do not themselves form part of this Agreement and are not contractual terms.

13.3 While not contractual, these policy-level documents remain important guidance that We may rely on to guide how We manage Our Services and to set expectations for behaviour. Updates to these policy-level documents may be made by Us from time to time, and changes take effect immediately upon publication.

14. Refunds

14.1 Once a Refund is approved, We will process it within 7 business days using the same payment method, unless otherwise agreed in writing.

14.2 Refunds will not be provided in circumstances other than those set out in these Terms, unless required by law.

14.3 As outlined in clause 3, any applicable merchant processing fees incurred by Us will be deducted from any Refund, except where prohibited by law.

15. Intellectual Property

15.1 All intellectual property rights for 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).

15.2 You are permitted to use the provided materials for personal purposes, as intended, however it is strictly forbidden to: copy, reproduce, decompile, share with any Third-Party, publish, sell, or otherwise commercialise any part of the materials without Our written consent.

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

16. GST

16.1 All amounts specified in these Terms, any Quote, and any Invoice are GST-free, as Veracity Training & Counselling is not registered for GST.

16.2 No GST is payable by You in respect of any supply under these Terms.

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

17. Notices

17.1 Notices under these Terms must be in writing and may be given by email.

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

17.3 Your notice address is the email supplied to Us, which may be from MHFA or directly from You, eg at time of booking or otherwise (or as You update in writing).

17.4 A notice is deemed received when the sender's email system records successful transmission, unless the sender receives an automated message that the email was not delivered.

18. Dispute Resolution

18.1 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.

18.2 If the matter cannot be resolved by negotiation, either party may request that the matter be referred to an independent mediator agreed by both parties.

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

18.4 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 relief.

19. Assignment

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

19.2 We may assign or novate Our rights or obligations on notice to You, provided this does not materially prejudice Your rights.

20. Survival

20.1 Clauses relating to Intellectual Property, Disclaimer, Liability and Indemnity, Confidentiality, payment obligations, and this Survival clause survive expiry or termination of these Terms.

21. Changes to Terms and Conditions, Policies and Code of Conduct

21.1 We may update these Terms and Our Privacy Policy from time to time, if laws, professional standards, or Our operational requirements change, in accordance with this clause.

- The latest version of these Terms, with the revision date, will be available at:
<https://www.vtac.life/vtac-mhfa-tcs-in-house>
- The latest version of Our Privacy Policy, with the revision dates, will be available at:
<https://www.vtac.life/vtac-privacy-policy>

21.2 If We make a material change to these Terms or to Our Privacy Policy that significantly affects Your rights or obligations, We will:

- give You reasonable advance notice (normally at least 14 days, unless urgent compliance with law or safety requirements makes shorter notice necessary or otherwise agreed in writing); and
- if You reasonably consider the change has a materially adverse impact on You, You may end Your agreement with Us without penalty by written notice before the change takes effect.

21.3 Any change made under clause 21.2 will not apply retrospectively and will not affect any rights or obligations that had already accrued prior to the change.

21.4 Our other policies, including (without limitation) Our Code of Conduct, Wellbeing Policy and Psychosocial Policy, are policy-level documents only. They are not contractual terms. We may update them from time to time, and such updates take effect immediately when published.

21.5 If You do not agree to any change to these Terms or to Our Privacy Policy, Your sole remedy (other than termination under clause 21.2 where applicable) is to stop using Our Services.

22. Governing Law

22.1 These Terms are governed by the laws of 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 them.

23. Entire Agreement

23.1 These Terms, together with any Quote/Invoice and any policies expressly incorporated by reference, constitute the entire agreement between You and Us and supersede all prior discussions, representations and agreements about the same subject matter.

23.2 No representations, warranties, or understandings apply unless expressly included in these Terms.

24. Severability

24.1 If any provision of these Terms is found to be invalid, illegal or unenforceable, that provision will be severed, and the remainder will continue in full force and effect.

25. No Waiver

25.1 A failure or delay by Us to exercise a right under these Terms is not a waiver of that right.

26. Disclaimer:

26.1 We deliver Our Services with due care and expertise. However, Veracity Training & Counselling does not provide medical advice or medical diagnoses.

26.2 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.

26.3 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 You and Us. If You require counselling support, this must be arranged separately under a counselling service agreement with Us in Our capacity as a clinical counsellor.

26.4 We accept no responsibility for any diagnoses made, actions or inactions taken, interpretations, or conclusions drawn by You based on the information provided. You assume all associated risks.

26.5 Nothing in this Disclaimer excludes, restricts, or modifies any rights, guarantees, or remedies which cannot be lawfully excluded under the Australian Consumer Law.

27. Interpretation

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

27.2 A reference to "including" means "including without limitation".

27.3 A reference to a party includes that party's executors, administrators, successors and permitted assigns.

27.4 A reference to a law includes that law as amended, re-enacted or replaced and any subordinate legislation.

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

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

28. 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, for example MHFA, that a Participant has successfully completed a Course.

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

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

Blended Face-To-Face / Blended Online / Refresher are Course types as defined by MHFA.

Company means either Veracity Training & Counselling or Veracity Training Services (ABN 19738756107), referred to 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, resulting in the ability to become Accredited.

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

E-Learning means Learning via electronic media, typically conducted on the internet.

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 8.1.

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.

MHFA is an acronym for "Mental Health First Aid" which is used in these Terms and Conditions connotatively to also denote the legal entity "Mental Health First Aid International".

Participant means any person who is, who will be, enrolled in, or is attending a Course.

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.

Third-Party means an external entity not directly involved in a transaction or agreement between You and Veracity Training & Counselling but may be affected by it.

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 projector, screen, speaker system.
 - Wi-Fi access.
 - On-site personnel available to ensure connectivity, to all of the aforementioned.
 - Suitable, free, on-site parking, or parking within close proximity to the training venue.

VTAC has the same meaning as Company.

You means the Client who books, purchases or uses the Services, and where the context permits, includes Participants.

29. Contact Us

If You have any questions or concerns about these **In-House - Terms and Conditions**, please contact Us at Veracity Training & Counselling; Email: info@vtac.life