

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

1. Acceptance of Terms

1.1 **Veranium Pty Ltd (ACN 698 743 921, ABN 91 698 743 921), trading as Veracity Training & Counselling**, is referred to in these Terms as the "Company", "We", "Our", or "Us". By confirming a booking 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.

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

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

1.3 For Your convenience, a glossary of definitions is included in clause 27 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 the Quote/Invoice, and continues until the Course has been delivered and all outstanding payment obligations under these Terms and the Quote/Invoice 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 between these Terms, the Quote/Invoice, and any other referenced document, the order of precedence is: (a) these Terms; (b) the Quote/Invoice; and (c) any other referenced document, except to the extent that the Quote/Invoice expressly states that a specific term, scope, fee, inclusion, exclusion, timeframe, or other arrangement is intended to vary or override these Terms for the relevant booking or Services engagement.

delivery timeframes, failed delivery processes, address correction processes, lost or damaged item processes, replacement processes, or any redemption, fulfilment, or delivery decision made by the issuing body, program owner, materials provider, fulfilment provider, or delivery provider, except to the extent required by law or caused by Our own negligence, breach of these Terms, or failure to take reasonable care in performing the limited role allocated to Us under these Terms.

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

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

3.2.1 The Course Fee for Courses with an eLearning or other program-access component may include a non-refundable per-Participant access component. Where a Course is delivered under a third-party program, platform, Learning Management System (LMS), or issuing body (including MHFA or The Working Mind, where applicable), the applicable cost of eLearning access, LMS access, platform access, program access, Learner Access Pass (LAP) fees, digital resources, Manual Redemption Codes, MHFA Manuals, or similar per-Participant charges will be reflected in the Course Fee stated in the Quote/Invoice or booking communications. Any such amounts are Non-Refundable Items once ordered, purchased, issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred, and remain payable regardless of how far in advance the Course is cancelled, subject to any rights You may have under the Australian Consumer Law.

3.2.1A For Courses delivered under Mental Health First Aid Australia (MHFA), the eLearning component typically represents a material portion of the Course Fee (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 and may include, or be associated with, access to an MHFA Manual through a Manual Redemption Code, coupon code, voucher code, or similar redemption process, where stated in the Quote/Invoice or booking communications. Our role in relation to such eLearning access, LAPs, MHFA Manuals, Manual Redemption Codes, or related program components is limited to purchasing, ordering, issuing, assigning, providing, distributing, or otherwise facilitating access, codes, or materials for the relevant Participant based on the Participant details provided to Us and the method of supply stated in the Quote/Invoice or booking communications. Where applicable, Our role may also include updating attendance or completion information for the instructor-led component within the limits of the access made available to Us by MHFA. MHFA is responsible for the eLearning platform, Learning Management System (LMS), MHFA shop, platform access conditions, account access, technical support, eLearning content, eLearning completion requirements, Manual Redemption Code process, MHFA Manual fulfilment, dispatch and delivery arrangements controlled by MHFA or its providers, assessment pathways, certificates, accreditation outcomes, and any platform-specific, LMS-specific, shop-specific, redemption-specific, fulfilment-specific, or delivery-specific policies or processes. Once eLearning access, a LAP, a Manual Redemption Code, an MHFA Manual, or a related program component is issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred, it cannot be cancelled, transferred, reassigned, reactivated, replaced, or refunded by MHFA, including where the Participant does not access or complete the eLearning component, does not redeem a Manual Redemption Code, experiences platform or LMS access issues, experiences MHFA Manual redemption or delivery issues, is replaced, withdraws, or does not attend the instructor-led component, except to the extent required by law or caused by Our own negligence, breach of these Terms, or failure to take reasonable care in performing the limited role allocated to Us under these Terms. This creates a higher risk of non-recoverable cost where Participant numbers change, Participants are replaced, Manual Redemption Codes are issued or redeemed, MHFA Manuals are ordered or distributed, or a booking is cancelled, and those Non-Refundable Items remain payable in accordance with these Terms, subject to any rights You may have under the Australian Consumer Law.

3.2.2 eLearning vouchers, Learner Access Passes (LAPs), platform access, LMS access, Manual Redemption Codes, coupon codes, voucher codes, or similar program access components cannot be transferred to another person or Course once issued, assigned, provided, activated, redeemed, distributed, or otherwise incurred, except to the extent expressly permitted by the relevant issuing body, program owner, platform provider, materials provider, or fulfilment provider. We do not control those transfer rules and cannot guarantee that any substitution, reassignment, extension, cancellation, reactivation, replacement, fulfilment, delivery, or platform or LMS access change will be available.

3.2.3 If You cancel the entire Course **twenty-one (21) or more calendar days** before the first day of the Course, no cancellation fee will apply. However, non-refundable amounts identified in clauses 3.1 and 3.2.1 will not be refunded.

3.2.4 If You cancel the entire Course **more than forty-eight (48) hours** before Course Commencement **but less than twenty-one (21) calendar days** before the first day of the Course, a cancellation fee of **\$300** per Course will apply, in addition to the non-refundable amounts in clauses 3.1 and 3.2.1.

3.2.5 If You cancel the entire Course **within forty-eight (48) hours** of Course Commencement, a cancellation fee equal to **100%** of the Course Fee is payable. 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 For Courses **without an eLearning component**:

3.3.1 If You cancel the entire Course **twenty-one (21) or more calendar days** before the first day of the Course, no cancellation fee will apply. However, non-refundable amounts in clause 3.1 will not be refunded.

3.3.2 If You cancel the entire Course **more than forty-eight (48) hours** before Course Commencement **but less than twenty-one (21) calendar days** before the first day of the Course, a cancellation fee of **\$300** per Course will apply, in addition to the non-refundable amounts in clause 3.1, which will not be refunded.

3.3.3 If You cancel the entire Course **within forty-eight (48) hours** of Course Commencement, a cancellation fee equal to **100%** of the Course Fee is payable. 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 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, the amount of that Refund will be determined in accordance with this clause 3, clause 8, and any rights You may have under the Australian Consumer Law. No deduction will be made from a Refund solely because You used a payment method permitted under clause 2.5.

3.6 Where a Course is delivered under licence, accreditation, or program standards set by an issuing body or program owner (including MHFA, where applicable), that issuing body or program owner may require a minimum number of Participants for the Course to proceed. 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) result in Participant numbers falling below that required minimum and the Course is unable to proceed, the Course will be treated, for commercial purposes, as a cancellation by You under these Terms. In that event, the applicable cancellation fees in clauses 3.2 or 3.3 will apply together with the Non-Refundable Items set out in clause 3.1. Any issuing-body minimum is distinct from the commercial minimum in clause 2.4(a). If the Course does not proceed due to cancellation by Us (including under clause 8), Your Refund rights are set out in clause 8.3 and clause 14 and are subject to the Australian Consumer Law.

3.7 For clarity, except where clause 3.6 applies, a reduction in the number of Participants or other adjustment to the Course booking does not constitute a cancellation of the entire Course for the purposes of this clause 3. Where the Course proceeds as scheduled, the fixed-fee component described in clause 2.4(a) remains payable in full regardless of the number of Participants who ultimately attend, and any Non-Refundable Items remain payable in accordance with these Terms.

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, subject to any rights You may have under the Australian Consumer Law.

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

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. Where eLearning is required by an issuing body, program owner, or platform provider (including MHFA, where applicable), the Participant is responsible for accessing, completing, and complying with the eLearning requirements within the timeframe and conditions set by that issuing body, program owner, or platform provider, including any requirements associated with the relevant Learning Management System (LMS). We do not control the eLearning platform, LMS, access conditions, technical support, completion rules, assessment pathways, or accreditation outcomes, except to the limited extent that We are given access to purchase or assign eLearning access and, where applicable, update attendance or completion information for the instructor-led component.

5.2 Course duration is as stated in Your Quote/Invoice or booking communications, 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, subject to any rights You may have under the Australian Consumer Law.

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).

22. Entire Agreement

22.1 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.

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

23. Severability

23.1 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.

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

24. No Waiver

24.1 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.

24.2 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.

25. Disclaimer

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

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 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.

26. Interpretation

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

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

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

26.4 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.

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

26.6 The singular includes the plural and vice versa.

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

27. 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.

Client Marks means the organisation's name, logo, trade marks, branding, or other identifying insignia owned or controlled by You.

Company means Veranium Pty Ltd (ACN 698 743 921, ABN 91 698 743 921), trading as Veracity Training & Counselling, referred to in these Terms as "We", "Our", or "Us".

Course means any training course, program, workshop, seminar, or training delivery service provided by Us, including any related eLearning, program access, materials, facilitation, attendance administration, or completion administration connected with that training delivery.

Course Commencement means the scheduled start time of the Course on the first day, as stated in the Quote/Invoice or booking communications.

Course Eligibility means the criteria that must be met by Participants to enrol and participate in a Course, including any prerequisites, suitability requirements, or issuing-body conditions that apply to that Course.

Course Fee means the total fees payable under the applicable Quote/Invoice for the Course, including the agreed fixed-fee component, any confirmed per-Participant fees (including additional Participants above the minimum), and any Non-Refundable Items.

Deposit means the initial payment specified in the Quote/Invoice that must be paid to secure a booking or otherwise confirm an engagement for Services.

Direct Settlement Rate means the price for Services charged by Us on the basis that the amount notified at the time of booking or otherwise stated on Our Quote/Invoice is the total and final amount payable for the Services using the payment methods We permit for that pricing basis, subject to any rights You may have under the Australian Consumer Law. For this pricing basis, We do not maintain a retail merchant facility.

eLearning means any online, digital, electronic, platform-based, self-paced, blended, pre-course, post-course, or related learning component required or made available for a Course. Where eLearning is provided through or controlled by an issuing body, program owner, or platform provider (including MHFA, where applicable), access conditions, Learning Management System (LMS) requirements, technical requirements, completion requirements, assessment pathways, content availability, support pathways, and platform or LMS rules are determined by that entity.

Equivalent Course means a Course of the same type, content, or duration as the original Course booked.

Force Majeure has the meaning given in clause 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, 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, voucher, pass, or access arrangement set by Mental Health First Aid Australia and/or Mental Health First Aid International (MHFA) that enables participation in certain Courses delivered under MHFA programs (including The Working Mind (TWM)). The LAP may provide access to program platforms, Learning Management Systems (LMS), digital learning components, accreditation pathways, and related program resources as determined by MHFA from time to time. Access periods, entitlements, transferability, extensions, reactivation, support pathways, completion requirements, and conditions are determined by MHFA and may change from time to time. Our role is limited to purchasing, ordering, issuing, assigning, or otherwise facilitating access within the limits made available to Us by MHFA and based on the Participant details provided to Us.

Manual Redemption Code means any coupon code, voucher code, redemption code, access code, or similar code or entitlement that enables a Participant, You, or another authorised person to redeem, claim, access, or request an MHFA Manual or other physical or digital Course resource through an issuing body, program owner, platform provider, materials provider, shop, fulfilment provider, or other third-party process. This may include codes or entitlements associated with MHFA Manuals, eLearning access, Learner Access Passes (LAPs), Course materials, or standalone MHFA Manual purchases. Unless We expressly agree otherwise in writing, Our role is limited to purchasing, ordering, issuing, providing, or otherwise facilitating the relevant code and any related instructions made available to Us.

MHFA means Mental Health First Aid Australia and/or Mental Health First Aid International (and any successor organisation, authorised licensing body, or approved program provider responsible for administering or licensing MHFA

programs), including the relevant program standards, delivery requirements, accreditation rules, assessment criteria, and licensing conditions applicable to the Course from time to time.

MHFA Manual means any physical or digital Mental Health First Aid manual, handbook, workbook, course manual, participant manual, or similar official MHFA program resource required or made available for a Course, whether supplied directly by Us at a face-to-face Course, supplied digitally, redeemed through a Manual Redemption Code, supplied through the MHFA shop, or supplied through another issuing-body, platform, materials, fulfilment, or delivery process.

Non-Refundable Items means any items, fees, access, materials, licences, vouchers, passes, registrations, MHFA Manuals, Manual Redemption Codes, coupon codes, voucher codes, freight costs, postage costs, delivery costs, fulfilment costs, platform access, Learning Management System (LMS) access, eLearning access, digital learning components, Learner Access Passes (LAPs), or other third-party charges that are identified as non-refundable in these Terms, the Quote/Invoice, or booking communications, or which We have ordered, purchased, issued, activated, assigned, provided, redeemed, distributed, or otherwise incurred in reliance on the Participant details, Participant list, or Participant numbers provided by You. This includes, without limitation, Learner Access Pass (LAP) fees, eLearning access or vouchers, LMS access, platform access, Manual Redemption Codes, MHFA Manual coupon codes, MHFA Manual voucher codes, digital resources, MHFA Manuals, and any physical or digital training materials. For clarity, Non-Refundable Items remain payable once ordered, purchased, issued, activated, assigned, provided, redeemed, distributed, or otherwise incurred, including where Participant details change, Participant numbers change, Participants withdraw, Participants are substituted or replaced, eLearning access is not used or completed, a Manual Redemption Code is not redeemed, a Manual Redemption Code is redeemed using incorrect details, platform or LMS access issues occur, MHFA Manual redemption or third-party delivery issues occur, or a Course is cancelled, rescheduled, or otherwise does not proceed, subject to any rights You may have under the Australian Consumer Law.

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.

Quote/Invoice means the relevant Quote, invoice, proposal, booking confirmation, written scope, or other written document issued by Us that states the applicable Services, Course, fees, payment terms, audience, purpose, timing, inclusions, exclusions, or other engagement-specific arrangements for the relevant booking or Services engagement.

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

Services means the provision of Courses, related training services, educational resources, workplace capability-building resources, and any other services or deliverables supplied or agreed to be supplied by Us under a Quote/Invoice or these Terms.

Standard Rate means the price for Services charged by Us where We agree in writing to re-issue a Quote/Invoice to accommodate a policy requirement for credit or debit card settlement with merchant-absorbed processing costs, and the amount notified at the time of re-issue or otherwise stated on Our Quote/Invoice is the total and final amount payable for the Services using the payment method stated in that re-issued Quote/Invoice, subject to any rights You may have under the Australian Consumer Law.

Terms means these Terms and Conditions.

The Working Mind (TWM) means the evidence-based mental health training program known as “The Working Mind”, delivered in Australia under the applicable licensing, issuing-body, or program arrangements in force from time to time, including through MHFA or any authorised successor, licensing body, or approved program provider where applicable.

The Working Mind (TWM) – Employee means the “The Working Mind – Employee” Course option, as described on Our website and/or the Quote/Invoice or booking communications.

The Working Mind (TWM) – Manager means the “The Working Mind – Manager” Course option, as described on Our website and/or the Quote/Invoice or booking communications.

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

Training Room Requirements means the minimum venue and facility standards specified by Us for the safe and effective delivery of Courses. Specific facility standards are:

- A suitable on-site training room equipped with:
 - Appropriate audio-visual facilities, including a projector and screen or TV of sufficient size, with HDMI connection, for all Participants to clearly view training materials, and a speaker system where required.
 - Reliable Wi-Fi access where required for Course delivery.
 - On-site personnel available, where applicable, to assist with connectivity, venue access, equipment access, room setup, security access, or other site-specific requirements to ensure all required equipment functions correctly and the Course can be delivered safely and effectively.
- Trainer access and parking:
 - Accessible parking for the trainer. On-site parking should be provided wherever reasonably practicable. Where on-site parking is not available, parking must be located within reasonable walking distance of the training venue and suitable for the transport of training materials and equipment within the available setup and pack-up access time.
 - Where parking is paid, restricted, or requires validation, You must arrange, or ensure that any relevant host site arranges, a parking permit, validation, voucher, or reimbursement for the full cost of parking for the duration of the Course, including the setup and pack-up period.

Document Control

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