

## Leadership Victoria Terms & Conditions

### GENERAL TERMS & CONDITIONS

1. These general terms and conditions (**General T&Cs**) apply to all individuals or organisations proposing to acquire services from Leadership Victoria (**Customers**). A Customer may elect to acquire services on behalf of themselves or others (e.g. in the case of an organisation, its staff).
2. Certain programs offered by Leadership Victoria have additional/specific terms and conditions (**Program T&Cs**) which are also set out below. If you have any questions about the General T&Cs or the Program T&Cs, please contact our team to discuss.
3. By agreeing to acquire services from Leadership Victoria, the Customer acknowledges and agrees:
  - a. to be bound by the General T&Cs and any applicable Program T&Cs; and
  - b. that in the event of any inconsistency between the General T&Cs and the Program T&Cs, the Program T&Cs prevail.

#### Program fees

4. The Customer must pay the program fees stated on the enrolment form or otherwise agreed with Leadership Victoria, plus applicable GST.
5. Subject to any transfer or cancellations in accordance with the General T&Cs and Program T&Cs, the full amount of the program fees are payable even if a program participant does not complete a program.
6. Program participants are unable to graduate from a program until the program fees have been paid in full.

#### Delivery of services

7. Leadership Victoria reserves the right to reasonably alter its course delivery at any time (e.g. rescheduling program dates, moving the location of in-person sessions, delivering courses online, changing presenters etc) due to circumstances outside of Leadership Victoria's control (**Program Amendment**).
8. Where a Program Amendment is required, Leadership Victoria will ensure any Program Amendments are reasonable (e.g. dates are re-scheduled within a reasonable time period, alternative locations are reasonably accessible to program participants etc).
9. In the event of any Program Amendment, Leadership Victoria will provide reasonable notice to all program participants.
10. Subject to clause 11, where a program participant is reasonably unable to attend an amended program, the Customer will be entitled to receive a credit for use within the next three years.

#### COVID-19

11. Leadership Victoria will use reasonable endeavours to provide its programs in-person where appropriate and practicable. However, given the unpredictability of COVID-19, it is possible that some in-person experiences may need to revert to online experiences. Customers will not be entitled to a credit in such circumstances.

#### Transfers

12. A program participant may not transfer to a different program (unless otherwise agreed to by Leadership Victoria), but may request to transfer to a later series of the same program (**Transfer**

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**Request**). A Transfer Request must be in writing and must outline any relevant extenuating circumstances.

13. Leadership Victoria will use reasonable endeavours to accommodate all Transfer Requests it receives (including taking into account any extenuating circumstances of program participants), but the Customer will be liable for paying:
  - a. any third-party costs Leadership Victoria has already incurred at the time of the Transfer Request (such as accommodation costs, psychometric tests etc) that Leadership Victoria is unable to recover and which cannot be applied to the later series of the same program (e.g. where psychometric testing would need to be re-completed); and
  - b. an additional transfer fee of \$600 if a Transfer Request is received within four weeks of the start date of the program the program participant is enrolled in (which is Leadership Victoria's estimate of its administrative costs for resolving a Transfer Request).
14. Depending upon the specific nature of the extenuating circumstances, Leadership Victoria in its absolute discretion may choose to waive all or part of any transfer fee.

## **Cancellations in extenuating circumstances**

15. Where Leadership Victoria is unable to accommodate a Transfer Request and extenuating circumstances apply (e.g. serious illness or injury of a program participant or a close family member, compelling personal reasons etc), Leadership Victoria will reasonably consider a request for cancellation (**Cancellation Request**). A Cancellation Request must be in writing and must outline the relevant extenuating circumstances.
16. Where Leadership Victoria consents to a Cancellation Request, it will refund the program fees to the Customer minus a deduction for:
  - a. any third-party costs Leadership Victoria has already incurred at the time of the Cancellation Request (such as accommodation costs, psychometric tests etc) that Leadership Victoria is unable to recover; and
  - b. an additional cancellation fee of \$600 if a Cancellation Request is received within four weeks of the start date of the program the program participant is enrolled in (which is Leadership Victoria's estimate of its administrative costs for resolving a Cancellation Request).
17. Depending upon the specific nature of the extenuating circumstances, Leadership Victoria in its absolute discretion may choose to waive all or part of any deduction.

## **Learning and development materials**

18. Whilst Leadership Victoria uses materials, articles and video clips from various sources as indicated, please be aware that:
  - a. Any links we provide that take you to sites other than that of Leadership Victoria may contain additional links to other sites that are not under the control of Leadership Victoria and therefore may contain content not endorsed by us. Leadership Victoria does not take responsibility for anyone accessing these further sites and anyone accessing these sites does so at their own risk. Provision of links by Leadership Victoria to other sites which contain articles, blogs, clips, etc does not necessarily mean we endorse the content, but are simply providing resources for educational purposes only.
  - b. Leadership Victoria will not be held accountable for the direct application of content into an individual's workplace as we acknowledge that each person's environment is different and therefore application may vary from place to place. Any application should only be attempted with the consent of your organisation/manager.

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## **Mailing list**

19. By participating in a Leadership Victoria program or event, program participants and/or Customers will be added to our database and will receive access to Leadership Victoria's regular newsletters. You may unsubscribe from these at any time by contacting Leadership Victoria.

### PROGRAM TERMS & CONDITIONS (CUSTOMISED PROGRAMS; CONSULTANCY & COACHING; EVENTS)

#### Delivery of services

20. Where Leadership Victoria needs to change the timing, location or form of service delivery due to circumstances outside of Leadership Victoria's control, Leadership Victoria will liaise directly with the Customer to find the most appropriate solution, subject to the General Terms & Conditions.
21. Where a program is charged on a per participant basis, no refund of any part of the program fee is available if less than the agreed number of participants attend.

#### Customer amendments

22. Requests from a Customer to amend the timing, location or form of service delivery must be made in writing (**Amendment Request**).
23. Leadership Victoria will use reasonable endeavours to accommodate all Amendment Requests it receives. However, for the avoidance of doubt, a condition of Leadership Victoria consenting to an Amendment Request is likely to be that the Customer bear the following costs (**Amendment Costs**):
  - a. any third-party costs Leadership Victoria has already incurred at the time of the Amendment Request (such as accommodation costs, psychometric tests etc) that Leadership Victoria is unable to recover and which cannot be applied to the amended program (e.g. where psychometric testing would need to be re-completed); and
  - b. Leadership Victoria's administrative and other costs for attending to the Amendment Request, noting that these programs are more bespoke than Leadership Victoria's general programs and therefore it is possible that Leadership Victoria's administrative costs will exceed the \$600 administrative fee that may be applied to general programs).
24. If an Amendment Request cannot be accommodated and is received:
  - c. more than four weeks before the start date of the program, then the Customer will be provided with a credit equal to the program fee less any Amendment Costs. Such a credit:
    - is not transferable to another individual or organisation;
    - may be used on any service offered by Leadership Victoria, but does not entitle the Customer to admittance into any competitive programs; and
    - must be used within 12 months from the date the credit is offered.
  - d. within four weeks of the start date of the program, no refund is available.

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### PROGRAM TERMS & CONDITIONS (WILLIAMSON LEADERSHIP PROGRAM)

25. Entry into the Williamson Leadership Program (**WLP**) is a competitive and selective process and Leadership Victoria places value on the cohort make-up of the WLP. Accordingly, withdrawals of program participants would be adverse to the interests of both Leadership Victoria and other program participants.
26. On that basis:
  - a. Customers may withdraw from the program within 14 days of being accepted into the WLP and will be entitled to a full refund, but otherwise no cancellation is available; and
  - b. Leadership Victoria will only consider transfer requests in extenuating circumstances and will do so in its absolute discretion.
27. Where a transfer request is accepted, it will entitle a program participant to complete the WLP in the following year. If a program participant does not complete the WLP in the following year (and no further extenuating circumstances exist), then the Customer will not be entitled to a refund.