

PROGRAM TERMS AND CONDITIONS

The Who and The What

1. Leadership Victoria Limited ABN 36 057 096 465 (**Leadership Victoria, We, Us, and Our**, as the context permits).
2. We offer leadership development programs (**Program or Programs**), as offered on our website, www.leadershipvictoria.org (**Website**). These terms and conditions apply to the purchase and fulfillment of the Program by Us. By enrolling for the Program, You agree to these terms and conditions (and, if applicable, the Williamson Community Leadership Program Special Conditions) which constitute a legally binding agreement between You and Us for the supply of, and participation in, the Program.
3. You, our Customer (**Customer, You, and Your**, as the context permits), are the individual or organisation that enrolls and participates in one of our respective Programs.

Program Delivery

4. We will use reasonable endeavours to deliver the Program as described on the Website at the time you enrol.
5. We will use reasonable endeavours to deliver the Program on the day or dates you enrol.
6. We will use reasonable endeavours to deliver the Program face-to-face, although We may also allow participants to attend remotely if there are Extenuating Circumstances. We reserve the right to deliver the Program remotely if face-to-face delivery is not recommended by the Victorian Department of Health. We will also abide by any directions issued by the Victorian Department of Health.

Program Amendment by Us

7. We reserve the right to alter course delivery (including changes to delivery format (e.g. virtual online or face-to-face), date, or location) at any time (**Program Amendment**).
8. Programs are generally subject to minimum enrolment numbers, whether this is publicised by Us or not. We reserve the right to a Program Amendment if enrolments in the Program are not greater than the minimum set by Us.
9. Where a Program Amendment is required, We will ensure the Program Amendment is reasonable (e.g. dates and times are re-scheduled within a reasonable period, alternative locations are reasonably accessible to participants in the Program, alternative presenters are competent).
10. We will provide reasonable notice of any Program Amendment to all participants of a Program.
11. Where You are unable to attend a Program as a result of that Program Amendment, then We will provide You with a credit for use for a Program offered by us or a refund.

What You Will Do

12. You will comply with any reasonable requirements and directions provided by Us in order for us to deliver the Program, for the good order of the Program, and for the occupational health and safety of You, Us, other participants in the Program and visitors.

13. You agree to keep confidential any personal or organisational information provided by other participants, visitors or Us, unless they or We, as appropriate, provide permission for the information to be shared. For the avoidance of doubt, You agree that any personal or organisational information provided by other participants, visitors or Us is confidential unless identified otherwise.

Payment and GST

14. You must pay the fees for the relevant Program as stated on the enrolment form or Website or otherwise agreed with Us, plus applicable GST, at enrolment, or when directed to pay by Us, or in accordance with a tax invoice provided by Us.
15. You are unable to commence a Program until the program fees have been paid in full, unless otherwise agreed with Us in writing.

Learning and Development Materials

16. While We use materials, articles and video clips from various sources, You acknowledge and agree that:
 - a. Any online links We provide that take You to online sites other than Our Website may contain additional links to other sites that are not under the control of Us and therefore may contain content not endorsed by Us. We do not take responsibility for anyone accessing these further sites and anyone accessing these sites does so at their own risk. Provision of links to other sites by us does not mean We endorse the content but are simply providing resources for educational purposes only.
 - b. We will not be held accountable for the direct application of content into Your workplace or home or other environments 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 the organisation where the application is to occur.
 - c. You are solely responsible for protecting Your own computer and other devices from online threats, such as viruses and other malicious content or programs as appropriate.

Mailing List

17. We will add You to our database and You will receive Leadership Victoria Alumni and general communications. You may unsubscribe from these at any time by contacting Us. Your data will be handled in accordance with Our Privacy Policy.

Participant Substitutions, Program Cancellations, and Program Transfers

Substitute Participants for Programs

18. If You cannot participate in the Program that you have enrolled in, You may request a substitute participant to take your place (**Substitution Request**), subject to paragraph 21 below. A Substitution Request must be in writing to Us.
19. We will use reasonable endeavours to accommodate all Substitution Requests. You acknowledge that maximum notice will be provided to Us, to minimise the impact of any substitutions on the Program.

20. Substitution Requests made to us 14 days or less before the Commencement Date of a Program will only be granted where there are Extenuating Circumstances. Such Substitution Requests will be approved on a case-by-case basis at our absolute discretion (acting reasonably) upon receipt of written supporting material/documentation.
21. If your Substitution Request is not accepted by us, then Your booking will be considered cancelled, and 100% of the Program fee will be forfeited.
22. Where We consent to a Substitution Request, We will charge an Administration Fee of \$600 (plus GST) to cover the additional administration required. We may choose to waive all or part of this Administration Fee at our absolute discretion.

Transfers for Programs

23. If You cannot participate in the Program you have enrolled in due to Extenuating Circumstances, then You may request a transfer to a later series of the same Program (**Transfer Request**). A Transfer Request must be in writing and must outline any Extenuating Circumstances.
24. We will use reasonable endeavours to accommodate all Transfer Requests. We appreciate maximum notice from participants, to minimise the impact of any transfers on the Program.
25. A transfer to a subsequent calendar year may incur an additional charge if the price for the Program has increased.

Cancellations for Programs

26. Where We are unable to accommodate a Transfer Request and Extenuating Circumstances apply, We will consider (acting reasonably) a request for cancellation (**Cancellation Request**).
27. A Cancellation Request must be in writing and must outline the Extenuating Circumstances. We appreciate maximum notice from participants, to minimise the impact of any cancellations on the Program, its other participants, and Leadership Victoria.

Effect of Transfer Requests or Cancellation Requests

28. In general, we do not provide refunds for change of mind.
29. Where We consent to a Transfer Request or a Cancellation Request, We will transfer or refund the fees for the Program to You minus a deduction (**Amendment Fee**), which is calculated as follows:
 - a. If a Transfer Request or a Cancellation Request is made by You more than 60 days before the Program Commencement Date, the Amendment Fee is \$600 (plus GST); or
 - b. If a Transfer Request or a Cancellation Request is made by You between 45 and 60 days before the Program Commencement Date, the Amendment Fee is 25% of the Program fees; or
 - c. If a Transfer Request or a Cancellation Request is made by You between 15 and 45 days before the Program Commencement Date, the Amendment Fee is 50% of the Program fees.

30. Where We consent to a Transfer Request or a Cancellation Request made by You which is 14 days or less before the Program Commencement Date, or occurs on or after the Program Commencement Date, then there will be no refund.
31. We, at our absolute discretion, may choose to waive all or part of any Amendment Fee.
32. Despite any other paragraph in these terms, no refunds will be granted where we have issued Program reading materials to You.
33. You acknowledge that the paragraphs above are reasonable and appropriate because spaces in the Programs are limited, and significant personalised administration and preparation work for the Program is undertaken by Leadership Victoria prior to commencement of Programs.

Other Legals

34. To the extent permitted by law We will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise; and Our maximum aggregate liability for any Program supplied to you whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Program in question.
35. For the avoidance of doubt, nothing in clause 34 limits or restricts the rights available to You for Our failure to comply with a guarantee under Australian Consumer Law. Nothing in these terms and conditions purports to exclude or vary any right or remedy that may exist under the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth).
36. In participating in one of Our programs, you agree to comply with Our Program Participant Code of Conduct, which can be found on our website at <https://www.leadershipvictoria.org/our-policies/>.
37. All intellectual property rights in any content on the Website or provided in a Program, including copyright, images, pricing, artwork, its visual design, and the arrangement and display of any content on the Website (**Material**) is owned by, or licensed to, Us.
38. The Material may only be used by You for Your own personal, private, and non-commercial use. You may not reproduce, adapt, modify, display, extract or distribute any Material or any part of any Material. You also may not use any data mining or data extraction tools, systems or software to extract the Material for any purpose whatsoever or disassemble, reverse engineer or otherwise attempt to discover or access any source code or other information related to the Website.

Notice

39. A notice, approval, consent, or other communication in connection with this agreement must be in writing and delivered by hand, post, facsimile, or email.

General

40. Any provision of these terms and conditions which is void or unenforceable may be severed from these terms and conditions without affecting the enforceability of other provisions.

41. A failure or delay by either party to exercise a power or right under these terms and conditions does not operate as a waiver of that power or right, and the exercise of a power or right by either party does not preclude its future ability to exercise that or any other power or right.
42. These terms and conditions are governed by and must be construed according to the law of the State of Victoria, Australia, and the parties submit to the jurisdiction of the courts in that State.
43. You may not assign or transfer any of your rights or obligations under these Terms and Conditions without our prior written consent.
44. We may assign or transfer any of our rights or obligations under these Terms and Conditions at any time without notice to you.
45. You release, indemnify, and hold Us harmless from and against any losses, liabilities, costs, expenses or damages (on a solicitor or full indemnity basis, whichever is the greater) suffered or incurred by Us due to, arising out of, or in any way related to (directly or indirectly):
 - a. any material or information that you submit, post, transmit or otherwise make available on the Website or in a Program;
 - b. Your use of, or connection to, the Website or a Program; or
 - c. Your negligence or misconduct, breach of these Terms and Conditions or violation of any law or the rights of any person.
46. **Special Conditions**
 - a. If the Program is the Williamson Community Leadership Program, the Williamson Community Leadership Program Special Conditions will apply.
 - b. For the avoidance of doubt, paragraphs 18-33 of these General Program Terms and Conditions do not apply to the enrolment or participation in the Williamson Community Leadership Program.

Definitions

47. In these Terms and Conditions, the following terms take the following corresponding meanings:
 - a. **Commencement Date** means the commencement date of the Program for which a participant has enrolled.
 - b. **Extenuating Circumstances** means extenuating circumstances that are reasonably unforeseeable that are outside of your control that affect your ability to participate in the Program, including (without limitation) medical grounds, compassionate grounds, and personal emergencies.