

Terms of Business - Cancellation Policy

Agreement Overview: These terms and conditions govern the Mental Health First Aid training services ("Training Services") provided by **Thomas Walker Consulting** (referred to as "**TWC**", "we", or "us"), personally delivered by **Thomas Walker**. TWC is identified by ABN: **80 428 879 864**.

Cancellation Policy:

Public Courses:

- Participants can reschedule to a future online public course at no additional cost if they notify Thomas Walker Consulting (TWC) at least seven business days before the scheduled course start date, subject to the availability of future courses.
- If no future face-to-face courses are available, participants cannot switch to another course type or receive a refund.

Private Courses (Workplace, Community, Tertiary, etc.):

Cancellation Fees:

- 30 to 60 days before the scheduled date: 50% of the total invoice price.
- 8 to 29 days before the scheduled date: 75% of the total invoice price.
- Up to 7 days before the scheduled date: 100% of the total invoice price.
- Rescheduling is permitted without charge if more than 14 business days' notice is given, subject to availability. If no alternative dates are available, refunds cannot be issued.

Individual Rescheduling Fees:

- 12 to 13 business days' notice: \$220 (ex GST) per person.
- 7 to 11 business days' notice: \$380 (ex GST) per person.
- Less than 6 business days' notice: Date changes are not possible, and fees will be forfeited.

Contact Us:



thomaswalkerconsulting.com.au



info@thomaswalkerconsulting.com.au

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Acknowledgements:

You acknowledge and agree that:

- You are solely responsible for your physical, mental, and emotional well-being, including decisions and actions taken during and post-training.
- You must obtain our consent before publishing any information related to the Services on social media or other platforms.

Our Commitments:

We will:

- Deliver training by the standards set by Mental Health First Aid Australia, facilitated by a licensed instructor.
- Securely handle and return any documents provided by you upon termination of this Agreement.
- Maintain confidentiality of all your information, unless disclosure is mutually agreed upon or required by law.
- Adhere to our Privacy Policy, which is accessible on our website.

Limited Liability:

- We are not liable for any loss or damage arising from the Training Services, except as permitted by law.
- Our liability is limited to either:
 - Replacement of the services or provision of equivalent services; or
 - Reimbursement of the cost for replacement or equivalent services.
 - Our maximum liability will not exceed the amount you have paid under the most recent paid invoice.

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Indemnification:

You agree to indemnify and hold us harmless against any claims arising from your breach of this Agreement or any third-party claims related to your use of the Services.

Publicity:

We welcome your sharing of photos, videos, and testimonials of your experience, which we may use for marketing, publications, exhibitions, and professional awards.

Definitions:

- **Confidential Information:** Includes any sensitive personal information and any confidential information you provide, except for information required to be disclosed by law or already public.
- **Loss and/or Damage:** Refers to direct, indirect, consequential, or incidental losses or damages, including personal injury, negligence, property damage, or any interference with your enjoyment of the Services.
- **Materials:** Includes any training materials such as PDFs, videos, worksheets, and other documents related to the Services.

Miscellaneous:

- All capitalised terms not defined herein shall have the meaning ascribed to them in the Proposal associated with these Terms.

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