

TWC Terms and Conditions | Mental Health First Aid Training

1. **Agreement Overview:** These terms and conditions set out the conditions under which Thomas Walker Consulting (TWC) provides Mental Health First Aid (MHFA) training services. They cover booking, cancellations, transfers, refunds and other obligations.

2. **Scope:** These terms apply to individual participants booking into TWC's MHFA workshops and corporate (private) courses.

3. Definitions:

- a. **Public Course** – a training session open to individual participants.
 - b. **Private Course** – a training session booked by a workplace, community organisation, tertiary institution or other group.
 - c. **Enrolment Transfer** – transfer of a confirmed enrolment to another course date or another person.
 - d. **e-Learning Token** – access credentials for the online component of MHFA Online Blended courses.
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4. **Fees & Inclusions:** All course fees are exclusive of GST and include attendance at the MHFA workshop, provision of the official MHFA manual and resources, and issuance of an MHFA certificate upon successful completion. Fees paid by a third party are refunded to that party if a refund is due.

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5. Public Course Cancellation & Transfer Policy:

- **Cancellations ≥14 days** before the start date – participants may cancel and choose a full refund or a free transfer to another available course.
 - **Cancellations <14 days but ≥7 days** – participants may transfer to another course date or nominate another person to attend; no refund is offered.
 - **No show or cancellations <7 days** – no refund; However, participants may nominate another person to attend in their place, provided course materials have not yet been issued.
 - **Course cancellation by TWC** – if TWC cancels a course, participants may transfer to a future course or receive a full refund.
 - **Online Blended courses** – once an e-learning token has been issued, no refund is available. Participants who cannot attend the scheduled virtual session may transfer to a future session if TWC is notified at least 14 days beforehand.
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6. Private Courses (Workplace, Community, Tertiary, etc.)

- **Rescheduling** – clients may reschedule a course to a future date without charge if notice is given more than 14 business days before the scheduled date.
- **Cancellations** –
 - 30–60 days before the scheduled date: 50 % of the invoice is payable.
 - 14–29 days before the scheduled date: 75 % of the invoice is payable.

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- Less than 14 days before the scheduled date: 100 % of the invoice is payable.

These fees reflect reasonable costs incurred and do not limit participants' rights under Australian Consumer Law right. saccc.gov.au.

- If TWC cancels or reschedules a private course, clients may accept the new date or receive a refund for any unconsumed services.
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7. Rescheduling Policy (Individuals)

Participants may transfer to another course date or nominate another person to attend at no additional cost if more than 14 days' notice is provided. For notices of 7–13 days, a transfer is permitted but no refund is available. Transfers are subject to course availability.

8. Minimum Numbers & Disclaimer:

A minimum of six participants must be registered for a course to proceed. TWC may cancel or change a course if minimum numbers are not met or due to events beyond control; participants will be offered a transfer or full refund.

9. Complaints & Appeals

Participants may activate a complaints and appeals process regarding refund decisions or other concerns. Complaints must be submitted in writing.

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If you are not satisfied with the outcome, you may contact MHFA Australia for further review. This complaints process does not affect your rights under consumer law.

10. **Participant Responsibilities:**

Participants are responsible for their physical, mental and emotional wellbeing during training. They must complete all compulsory components to be eligible for MHFA accreditation. Participants must respect confidentiality, cultural safety and inclusion, avoid unauthorised recording, and may share photos or testimonials only with TWC's consent.

11. **MHFA Compliance & Delivery**

TWC will adhere to and deliver the full curriculum of the relevant MHFA course without unauthorised modifications. Only licensed MHFA instructors deliver courses and use evidence-based facilitation techniques. MHFA materials remain the intellectual property of MHFA International; participants must not copy or distribute them.

12. **Privacy & Data Handling:**

TWC will collect and manage personal information in accordance with the Privacy Act 1988 (Cth) and the MHFA Privacy Policy.

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Information is used only to deliver training and meet reporting obligations, and it is not disclosed to third parties without consent except as required by law. Participant data may be shared with MHFA Australia for certification and quality assurance.

13. **Insurance & Liability:**

TWC maintains professional indemnity insurance of at least AU\$5 million and public liability insurance of at least AU\$20 million. Liability exclusions apply only to the extent permitted by law; nothing in these terms excludes or restricts rights under the Australian Consumer Law www.accc.gov.au. Remedies for failures may include repair, replacement, refund or cancellation.

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16. **Publicity & Intellectual Property:**

TWC welcomes participant feedback and images and may use them for promotional purposes with your consent. Participants must not record or distribute course materials or use MHFA trademarks without prior permission. All MHFA course materials remain the intellectual property of MHFA International.

17. **Consumer Rights Statement:**

TWC acknowledges that participants have statutory rights under the Australian Consumer Law. We will not mislead consumers with 'no refunds' policies, and participants are entitled to remedies where services fail to meet statutory guarantees.

18. **General:**

These terms are governed by the laws of the State of New South Wales, Australia. TWC is not liable for delays caused by events beyond its control; in such cases training will be rescheduled or refunded.

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If any provision of these terms is invalid, the remaining provisions continue in full force.

19. In-house training schedule of fees:

Client Name & Address	
Commencement Date is	
Training Service	
Fees	
Additional Fees	

By signing below, I acknowledge that I have read and understood this Agreement and all terms and conditions, and I agree to be legally bound by these terms and conditions.

Print Name

Signed

Date: _____