



Important Seminar Information

Workbooks with notes form part of the success kit to be photocopied by the school

All seminars contain practical tools and proven strategies for immediate application

A tax invoice for a deposit of \$500 will be sent shortly after the seminar confirmation has been electronically submitted & is required to secure the booking

Approximately 2 to 4 weeks prior to the date of the seminar, an email will be sent including the following:

- Workbook;
- AV Checklist; &
- Invoice for the balance of payment

All AV equipment & resource materials to be photocopied / provided / hired / paid by the client bar DJ costs if used

Video & photographs may be taken at the seminar which may be used for future promotions

The Terms & Conditions including those relating to cancellations are stipulated on the next page.

Please be sure to print this document & keep it on file for your reference

Success Integrated Pty Ltd (ABN 57 111 765 425)

TERMS AND CONDITIONS

The supply of products and services by Success Integrated Pty Ltd ABN 57 111 765 425 (SI), is made on the following terms and conditions (**Contract Terms**):

1. INTERPRETATION

- 1.1 These Contract Terms include all of the client's statutory rights that are not excluded, restricted or modified by the parties in writing (**client's statutory rights**).
- 1.2 Unless agreed in writing, these Contract Terms supersede all prior discussions, representations, understandings and arrangements between SI and the client, and all conditions and warranties (written or oral, express or implied) and other representations (contractual or otherwise) whether or not endorsed or delivered with or referred to in any order or other document delivered by the SI to the client.
- 1.3 In these Contract Terms, headings are for convenience only and do not affect their interpretation.
- 1.4 SI may alter these Contract Terms on 14 days notice to the client.
- 1.5 If there is any inconsistency between the Confirmation and these Contract Terms, then these Contract Terms will apply.

2. PRICES AND PAYMENT

- 2.1 The prices to be charged by SI (including any deposit) are those set out in the Confirmation. Amounts set out in the Confirmation exclude GST (unless otherwise specified) and are open for acceptance by the client for 14 days after the date of the Confirmation, after which time they will lapse. The client may accept the price by signing and returning the signed Confirmation (or a copy) to SI.
- 2.2 The deposit specified in the Confirmation (if any) must be paid within 7 days after the date of the relevant invoice. The deposit will be credited against the prices to be charged by SI for the products or services described in the Confirmation. The deposit is not refundable.
- 2.3 Unless otherwise specified in the Confirmation, all disbursements incurred by SI in supplying the products or services will be charged to the client.
- 2.4 SI will invoice clients upon reaching agreement for the supply of products or services and upon incurring disbursements.
- 2.5 Unless otherwise agreed in writing, the client must make payment within 7 days from the date of invoice and in accordance with any terms and conditions set out on the invoice.
- 2.6 All payments must be made on or before the due date as a condition precedent to products or services being supplied under this or any other contract.
- 2.7 Upon default by the client, all debt recovery costs, including legal costs on a solicitor/own client basis and disbursements, and any mercantile agent costs charged to will be charged to the client.
- 2.8 Without prejudice to any other remedy, SI may charge the client, on any overdue accounts, interest at a rate of 2% per annum above the then overdraft rate charged by SI's banker to SI. SI will pass on the cost of any bank dishonour fees to the client.

3. CANCELLATIONS

- 3.1 If the client wishes to cancel the provision of goods or services by SI, the client must notify SI in writing. The client acknowledges that upon returning the Confirmation to SI, SI will reserve the time specified in the Confirmation to, and take steps to ensure it is able to, provide the products and services to the client as set out in the Confirmation, and acknowledges that SI will suffer loss if the client subsequently wishes to cancel the provision of those products and services. Accordingly, without limiting any of SI's other legal rights, the client acknowledges that it may be charged a percentage of the price set out in the Confirmation depending on the amount of notice of cancellation given by the client to compensate SI for that loss, namely, if notice of cancellation by the client is received by SI:
 - (a) more than 3 months prior to the scheduled date for the provision of product or services, SI may retain any deposit paid;
 - (b) less than 3 months, but more than 2 months prior to the scheduled date for the provision of products or services, SI may retain any deposit paid and charge the client 25% of the total price set out in the Confirmation;
 - (c) less than 2 months, but more than 1 month prior to the scheduled date for the provision of products or services, SI may retain any deposit paid and charge the client 50% of the total price set out in the Confirmation; or
 - (d) less than 1 month prior to the scheduled date for the provision of products or services, SI may retain any deposit paid and charge the client 75% of the total price set out in the Confirmation.

4. GST

- 4.1 If GST is imposed on any taxable supply under these Contract Terms, then SI may increase the price payable on that taxable supply

by an amount equal to the GST imposed. To obtain a valid tax invoice, the client must supply SI with its ABN.

- 4.2 Any reference in these Contract Terms to **GST, taxable supply or tax invoice** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.

5. SUPPLY OF PRODUCTS OR SERVICES

- 5.1 SI will endeavour to supply the products or services ordered by the client within the time agreed or, in the absence of agreement, within a reasonable time. In the event of any failure by SI to supply products or services within the time agreed, the parties shall consult in good faith to agree on another date by which those products or services are to be supplied. Such date must not be more than 6 months after the original time agreed.
- 5.2 SI shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in delivery, supply or completion or failure to deliver, supply or complete either in whole or in part. If delay or failure is caused by force majeure, SI may suspend delivery, supply or completion and/or terminate the contract. **Force majeure** means an act of God, war, lightning, fire, earthquake, storm, flood, explosion, any embargoes, restraint orders or restrictions imposed directly or indirectly by any government or governmental authority, agency or department, unavailability or delay in availability of equipment materials or transport, labour dispute and any other cause whether of the kind specifically enumerated or otherwise which is not within the control of SI.
- 5.3 Where SI partially supplies an order of products or services to the client, the client shall accept the partial supply and pay SI's costs of supplying those products and/or services.

6. INTELLECTUAL PROPERTY

- 6.1 Intellectual property in any products or services supplied by SI (including any concepts, ideas, methodologies and materials) will remain owned by SI. The client must not (and must not permit any third party to) reproduce, adapt, modify or use such intellectual property in any way, or disclose such intellectual property to third parties, except as permitted by SI in writing. **Intellectual property** includes all copyright and industrial and intellectual property rights of whatever nature including all rights in relation to know-how, inventions, registered and unregistered trademarks, confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

7. WARRANTY & LIABILITY

- 7.1 SI warrants that the products and services supplied to the client will be of merchantable quality (other than products supplied on a non-return basis), and will be reasonably fit for the purpose or purposes (if notified by the client in writing to SI), for which they are supplied by SI.
- 7.2 To the full extent permitted by law the liability of SI for breach of the client's statutory rights or the warranty under clause 6.1 is limited solely to the replacement of the products, supply of equivalent products or the payment of the cost of replacing the products or supplying equivalent products, or the provision of providing the services or equivalent services or the payment of the cost of such.
- 7.3 Except as provided for in this clause, SI will in no circumstances be liable for any loss or damage of any kind whatsoever (including consequential loss or damage) caused directly or indirectly by any, or any defect in or unsuitability of the products, the information or advice supplied or by any negligence of SI or of any servant, contractor or agent of SI.

8. INDEMNITY

- 8.1 The client shall indemnify and keep SI indemnified against any action, claim, demand, loss, damage, cost and expense which:
 - (a) SI may suffer, incur or is liable for arising out of any act or omission of the client (including without limitation the cancellation of any order) in respect of any products or services supplied; or
 - (b) may be brought by a third party arising out of or in connection with any products or services supplied by SI to the client except to the extent attributable to the negligence, wilful default, breach or unauthorised actions of SI.

9. GENERAL

- 9.1 Failure by SI to enforce any of these Contract Terms shall not be construed as a waiver of any of SI's rights hereunder or a waiver of continuing breach.
- 9.2 This Contract shall be governed by and construed in accordance with the laws in force in Victoria, Australia and the client submits to the exclusive jurisdiction of the Courts of that State and any Courts that may hear appeals therefrom.