

## Training Terms and Conditions

These are the terms and conditions that apply to the software training program and online portal offered by TJAK Holdings as All Accounted 4 Bookkeeping ABN 17 629 608 (may also be referred to as 'Joanne', 'I', 'me', or 'my'). These terms and conditions are to be read together with the services agreement and any other formal written agreements between us. These documents together form our entire agreement.

These terms and conditions will become binding once you agree to proceed with a package, use a program or make any payment for a program.

### 1. Software Training and programs

1.1 My programs may be delivered online, face to face, via telephone, or a mixture of all three. Unless expressly agreed by myself, training is done online via Zoom or another similar program.

1.2 If you sign up to:

(a) 1:1 Software Training, you will get the exact hour of your session as defined in the order form as Customised Software Training.

(b) 1:2 I am a Bookkeeper and BAS Agent and I am not able to provide tax law advice. I must work within the scope of my services, set out by the Tax Practitioners Board.

### 2. Services

2.1 I will provide you 1:1 software training either online, or via telephone meetings. Unless expressly agreed, meetings are not conducted in person or face-to-face.

2.2 It is your responsibility to book a time and date that is suitable for you. This is done via my calendar booking system. If you are not able to find a date and time that suits you, it is your responsibility to contact me to request a specific date and time. Requesting a specific date and time does not guarantee my availability. I will endeavour to work with you to ensure you can meet with me in a timely manner.

2.2 You must use all of your 1:1 sessions within 4 weeks of purchasing. Any unused session will expire at the end of the given term.

2.3 You agree to give me at least 48 hours' notice if you need to reschedule a session. You must reschedule your sessions within 4 weeks, otherwise, it will expire at the end of the term. I will attempt in good faith to reschedule a missed session before the thirty days but I cannot guarantee that I will be available.

2.4 The term of software training the single hours is used within 4 weeks from the date of purchase.

### **3. Your responsibilities**

3.1 You agree:

- (a) that it is your responsibility to schedule 1:1 training sessions,
- (b) that you are responsible for your own physical, mental and emotional well-being when using my programs or the online portal. You understand that you can choose to discontinue using my programs at any time but that will not entitle you to a refund; and
- (c) if you are currently under the care of a mental health professional, you must inform them of your decision to use my programs and check with them if, in their opinion, you have the required capacity to participate fully in my programs.

### **4. Fees and payment**

4.1 You agree to pay the fee in full and on time, regardless of whether or not you use or access all components of a package.

4.2 Payment may be made via PayPal or credit or debit card, processed by Stripe.

4.3 If any payment is dishonoured for any reason, you will be liable for dishonour fees. If money remains unpaid, you will also be liable for any costs and disbursements that may be incurred in pursuing the debt (including legal costs on a solicitor and own client basis) and debt collection costs to the extent permissible under relevant legislation.

### **5. Refund policy**

5.1 I aim to provide you with personalised software training to help you understand the software program you are using. In accepting one of the limited number of places I have available, you acknowledge I am committing my time and resources to you. For this reason, if you decide to withdraw from my training before the end of the term, I will not offer a refund.

5.2 Refunds are not available for any reason, including but not limited to:

1. inability to attend all software training sessions within the timeframe specified.
2. inability to secure a training session on a specific date or time
3. inability to secure a session within a specific timeframe.
4. inability to attend sessions due to personal matters including illness

### **6. Termination**

6.1 My training services to you will terminate at the end of the term.

6.2 If for any reason I decide that I will be unable to fulfil any or all my services included in your package, through no fault of my own, and other than as a result of

you missing a session, you agree that I may terminate this agreement upon seven (7) days written notice to you, without providing reasons. If I elect to terminate this agreement, I will refund to you that proportion of my fees relating to the balance of the term of this agreement, or proportionate to the services I have already delivered, at my discretion.

## **7. Confidentiality**

7.1 'Confidential information' means information about the business practices and relationships of you or me which include this consulting relationship, and all information that is expressly or impliedly nominated as confidential, or that a reasonable person would consider to be confidential, however, recorded, documented or verbal.

7.2 Where confidential information is disclosed to you during the program, it is done so for your personal or business benefit, and you agree not to disclose that confidential information to any other person or entity.

7.3 Some of the information you provide to me will be information that is important and confidential to you or your business. I will only use that information to provide services to you and will not share it.

7.4 These obligations of confidence will cease to apply about information that either party is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by the disclosing party of its obligations under this agreement.

## **8. Intellectual Property**

8.1 All intellectual property rights in my packages and programs remain my property. Access to any of my courses and classes does not give you any ownership rights to those program materials or any other program material.

8.2 You are only allowed to use the materials for your own personal use. You must not share, distribute or resell, in part or in full, those materials without my prior written permission. You are prohibited from using my materials to develop your own program or training for sale or giving away to others.

## **9. Your content and data**

9.1 While all care is taken to store your data, the online portal Simplero, is not designed as a backup system and should not be relied on as such. I provide no guarantee for the security of your data. I will not be responsible or liable for the storage, theft, deletion, correction, destruction, damage or loss of any stored data. I recommend you have a regular back-up system in place for your systems.

## **10. Third-party services**

10.1 If I make any third-party recommendations including but not limited to third party products, programs or services ('third party services'), it is because to the best of my knowledge, they are quality products or professional service providers. You must

complete your own due diligence to protect yourself.

10.2 I will not be liable or responsible for your use of third-party services, or loss or damages you or any other person suffers due to the use of the third-party services.

## **11. Disclaimer**

11.1 My training packages aim to provide you with bookkeeping help to maximise your business potential. I cannot do the work for you. You agree to take responsibility for your circumstances and acknowledge that the benefit you receive from my programs will depend on your circumstances and the effort you put in.

11.2 You understand that it may take some participants a greater commitment of time and effort than others to implement suggested changes or ideas and that varied results may arise based on the individual's starting point, flexibility to change and emotional intelligence.

11.3 While I will use reasonable skills and care in delivering my packages and programs, I cannot guarantee that your objectives will be met or that your results will be consistent or improved. Each person comes to me with different circumstances, skills and attitudes, all of which can impact their outcomes.

11.4 You are responsible for your decisions, choices, actions, and results when implementing my training into all areas of your life. You agree that I will not be liable for any action or inaction, or for any direct or indirect result of any services that I have provided.

11.5 While every care is taken, I make no representations about the suitability, reliability, availability, timeliness, completeness, and accuracy of anything provided in my online portal for any purpose. To the maximum extent permitted by applicable law, anything contained in my online portal is provided "as is" without warranty or condition of any kind.

11.6 Information provided in my online portal is for educational purposes only and we take no responsibility for any use made by you of the information supplied.

11.7 You understand that my packages and programs are not to be used as a substitute for professional advice by legal, mental, medical, financial, business, spiritual or other qualified professionals. You must seek independent professional guidance for such matters. You agree that all decisions and actions in these areas are exclusively your responsibility.

11.8 You understand that my packages and programs do not substitute for counselling or therapy, and do not prevent, diagnose, treat, or cure any mental disorder as defined by the DSM-V or ICD 10 or medical condition.

## **12. Limited liability and indemnity**

12.1 To the extent permissible under relevant legislation, I will not be liable for any loss or damages including loss of profits, loss of opportunity or damages suffered by any person from following or applying any advice, as part of my programs.

12.2 To the fullest extent permitted by law, and without limiting the application of the Australian Consumer Law, you agree that:

- (a) my total aggregate liability for any claim(s) by you relating to any program I deliver to you is limited to the amount paid by you for that package or program;
- (b) if there is any fault in a package or program, my liability will be limited (at my choice) to:
  - (i) the delivery of that package or program again; or
  - (ii) refunding part or all of the cost of that package or program.

12.3 You agree to indemnify me and hold me harmless against loss or damages suffered by you or any other person arising from your breach of these terms and conditions.

## **13. General**

13.1 Relationship – I am delivering my training packages and programs to you as an independent contractor and nothing in these terms and conditions should be interpreted to suggest otherwise.

13.2 Assignment – The packages and programs are personal to you and this agreement and cannot be assigned to any other person.

13.3 No Waiver – Any time or other indulgence granted by me will not in any way amount to a waiver of any of my rights or remedies under this agreement.

13.4 Governing Law – This agreement is governed by the laws of New South Wales, Australia, and you agree to be subject to the jurisdiction of the courts of New South Wales, Australia if there is a serious dispute between us.

13.5 Severability – If any of these terms and conditions are determined to be invalid or unenforceable, then the invalid or unenforceable provision will be severed, and the remainder of the terms and conditions will continue in effect.

13.6 Entire agreement – These program terms and conditions, together with our services agreement and any other formal written agreements between us, form the entire agreement between us. Anything else discussed beforehand or afterwards is not part of our agreement or fees charged unless it was included or has been agreed to in writing.

