

# **PEAK PRESENTING PTY LTD – COACHING & CONSULTING COURSE**

## **Terms and Conditions**

### **1. Disclaimer**

- a. Peak Presenting Pty Ltd (“Peak Presenting”) makes every effort to ensure that all the information and content in the Course and associated course materials are accurate and kept up to date however Peak Presenting does not guarantee the accuracy, reliability or currency of the materials or information we provide.
- b. The Course, course materials, and information provided by Peak Presenting do not purport to constitute specific advice or recommendations towards any specific project, client or organisation whether conceptual, actual or otherwise.
- c. Except to the extent provided by legislation, Peak Presenting does not accept responsibility for the consequences of or any reliance that any person may place on any course material, course or information supplied by Peak Presenting or their agents.
- d. Peak Presenting assumes no liability or responsibility for and makes no representations, whether express or implied, as to the accuracy or reliability in any respect of any course material, course content or information provided by Peak Presenting or their agents.
- e. Peak Presenting will not be liable to you or any other person for any loss or damage (including direct, consequential, economic loss or damage) however caused and whether by negligence or otherwise, which may result directly or indirectly from the use of course material, or information or a course provided by Peak Presenting or their agents.

### **2. Acknowledgment Release and Waiver**

- a. By participating in any course offered by Peak Presenting, you acknowledge and agree to the terms of the disclaimer set out above.
- b. You further acknowledge that any course offered by Peak Presenting will not lead to any formal accreditation, certification or qualification and may not be recognised as prior learning with respect to any other accreditation, certification, or qualification by any other institution or professional body.
- c. By participating in the Course you waive any right to make any claim against Peak Presenting or any of its directors, officeholders, employees or contractors in respect of any information, course or course materials that may be provided to you or upon which you may otherwise have relied.

- d. You agree not to commence any proceedings or take any action to enforce or maintain any claim against Peak Presenting or any of its directors, officeholders, employees, and contractors.
- e. You agree to indemnify Peak Presenting and each of its directors, officeholders, employees, and contractors against any liability, loss or costs arising from any breach by you of this agreement.
- f. In these Terms and Conditions “claim” means any claim, action, proceeding or entitlement, whether past, present or future, whether known or unknown, which you or any other person has or might have under or arising out of or in any way connected to a contract or other arrangement with us.

### **3. Fees and Charges**

- a. By enrolling in the Course, you agree to pay the Course fees (plus any applicable surcharges) using the payment method you have selected.
- b. Peak Presenting reserves the right to alter or modify the Course fees and charges without notice.
- c. You are required to pay the total amount of the Course fees even if you do not complete the Course.

### **4. Course Commencement**

- a. Unless otherwise agreed, the agreed Course commencement date will be the date of issuance of a username and password for online access.

### **5. Course Changes and Updates**

- a. Peak Presenting commits to providing an online course with the most current and relevant information. Therefore, Peak Presenting may periodically update, change, or amend our course to ensure it remains in line with industry standards.

### **6. Refund and Cancellation Policy**

- a. You will be eligible for a full refund of fees paid if Peak Presenting cancels the Course before you have logged in to access the system.

### **7. Unlimited Access**

- a. Unlimited access means that your course access does not expire.

- b. The only exception to unlimited access is if the Course is cancelled, updated or changed.
- c. Peak Presenting reserves the right to modify, suspend or discontinue any aspect of the Course at any time including the availability of the Course, database or content without notice or liability.

**8. Non-completion**

- a. No refund of fees or release from financial commitment will be granted for the non-completion of the Course.

**9. Collection and Use of Personal Information**

- a. Peak Presenting collects and uses personal information for the following purposes:
  - I. To assist in effectively manage your progress and to support your individual needs to complete the Course (all third parties will abide by this Privacy Policy and the Australian Privacy Principles);
  - II. To provide information, products and services to you and request information to manage and administer those products and services (including enrolment, assessment and issuing certificates;
  - III. To respond to your queries relating to Peak Presenting, its products, advice and services;
  - IV. To better understand your needs and help us to improve our products and services;
  - V. To circulate promotional emails about new products and services;
    - I. To customise documents according to your needs.
- b. Peak Presenting may contact you using a variety of measures, including by telephone, email, SMS or mail.
- c. All communications from Peak Presenting will be via your contact details recorded on file.
- d. You may update your contact details or preferred method of communication, unsubscribe, or opt out of any marketing communications by contacting Peak Presenting at any time.

**10. Disclosure of Personal Information**

- a. Peak Presenting may disclose your personal information to verify personal information details upon request from third parties, such as completion of the Course, a request from a potential employer verifying a qualification and further enrolment at another institution;
- b. To credit reporting agencies and courts, tribunals, and regulatory authorities where you fail to pay for goods or services we provide.

- c. To courts, tribunals, regulatory authorities, and law enforcement officers as required by law, in connection with any actual or prospective legal proceedings, or to establish, exercise or defend our legal rights.
- d. Peak Presenting may also share your information with third-party service providers who assist with the Course.

## **11. Intellectual Property**

- a. The Course and any related software are the intellectual property of and are owned by Peak Presenting.
- b. The structure, organisation and content of the Course contain valuable trade secrets and confidential information belonging to Peak Presenting.
- c. Except as expressly stated herein, the user is not granted any intellectual property rights whatsoever by the Course and all rights are reserved by Peak Presenting.
- d. Peak Presenting retains all rights, title and interest in and of the Course, including all intellectual property rights.
- e. You may not reproduce, distribute, modify, create any derivative, publicly display, perform or republish, submit or post as your original work in any manner or on any platform either electronic or physical any element of the Course.
- f. If the Course includes any interactive features or allows for user-generated content, you agree to use such features in a manner that is lawful, appropriate, and respectful of others. You represent and warrant that any content you upload, submit, or post is your original work, and you grant the Course provider a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, publish, and distribute such content in connection with the Course.

## **12. Governing Law**

- a. These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. Any dispute arising out of or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the Supreme Court of New South Wales and the courts of the Commonwealth of Australia.