

## YELLOWHOUSE.NET PTY LTD: TRADING TERMS AND CONDITIONS

### 1. INTERPRETATION

"**Buyer**" means the purchaser of the goods and/or services and includes the directors, employees and agents of the Buyer.

"**Seller**" means Yellowhouse.net Pty Ltd (ABN 99079234405) or Academy1 Pty Ltd (ABN 47141570961) trading as Yellowhouse which is the seller of the Goods or Goods and/or Services to the Buyer. Yellowhouse includes the directors, employees and agents of the Seller.

"**Goods and/or Services**" means any goods and/or services to be supplied by the Seller to the Buyer.

"**Order**" means the order for any Goods and/or Services constituted in any verbal or written communication between the Buyer and Seller.

"**GST**" means any goods and services tax applicable to the Goods and/or Services.

### 1. GENERAL

Placing of an Order by the Buyer includes acceptance of these Terms and Conditions to the exclusion of any conditions of sale appearing on any document of the Seller.

Alternatively, a mutually agreed contact may govern the relationship between the Buyer and the Seller.

No change to any Order is to be made by the Buyer without the written agreement of the Seller.

### 2. PRICE

Any Order is placed on a firm price basis in accordance with the price listed in the Order and is not subject to any increases in price without the Buyer's prior approval in writing.

Unless otherwise stated, all prices quoted by the Seller are exclusive of GST; and exclusive of delivery to the destination in the Order and the offloading of goods by the Seller at the point of destination.

### 3. DELIVERY

The Seller will deliver Goods and/or Services to the timetable agreed between the parties in the Order.

It is agreed that the Seller shall not be responsible for the delay in delivery caused by, or in any way incidental to force majeure, an act of god, war, fire, breakages of machinery or strikes.

### 4. SPECIFICATIONS

The Seller agrees to ensure that the Goods and/or Services are in accordance with and conform to any specifications, drawings, samples or other description (if any) furnished by the Buyer to the Seller.

### 5. WARRANTIES

The Seller warrants that the Goods and/or Services will:

- be fit for the purpose for which the Goods and/or Services of the same kind are commonly supplied and any other purpose made known to the Seller;
- be of merchantable quality and be free from defect in material and workmanship.

### 6. PAYMENT

The Seller will send a properly rendered Tax Invoice to the Buyer. A Tax Invoice will not be deemed to have been properly rendered unless it:

- Specifies the Purchase Order or Order Form;
- Details the appropriate Buyer;
- Provides sufficient detail to enable the Buyer to assess what Goods and/or Services the Seller has provided to the Buyer; and
- Qualifies as a Tax Invoice under the Tax Legislation (for example including but not limited to ABN, with identification of GST, etc)

Trading terms are fourteen (14) days from the end of the month cycle.

For some Consulting and Training, we may request part-payment in advance; or progress payments.

### 7. JURISDICTION

These Conditions will be governed by and construed in accordance with Queensland Law. The parties submit to the non-exclusive jurisdiction of the Courts and Tribunals of the State of Queensland.

## 8. RESPONSIBILITY

Goods are at the Seller's risk until delivered to the destination stated in the Order. Nothing in the conduct of the Buyer or the transfer of the property in the goods (including delay that is or is not the fault of the Buyer or any person who represents the Buyer) alters the incidence of risk under this clause. Title to the Goods will only pass from the Seller to the Buyer upon delivery to the destination stated in the Order.

Return freight costs for Goods in re-usable condition re at the cost of the Buyer.

## 9. INDEMNITY AND INSURANCE

The Seller shall provide Goods and/or Services in accordance with these Terms and Conditions, and shall comply with provisions of all statutes, regulations or by-laws and requirements of local or other authority.

The Seller will at all times hold and maintain insurance, at industry accepted levels, for workers' compensation, public liability and professional indemnity (if applicable). The Seller will immediately, upon request, supply to the Buyer certificates of currency for the insurances held.

## 10. CONFIDENTIALITY

The Seller shall not, without written approval of the Buyer, make public or disclose to any third person:

- The fact that the Seller has entered into these Conditions with the Buyer; or
- Any information concerning the business or operations of the Buyer.

## TRAINING COURSES AND CERTIFICATION EXAMS

Full payment for training courses must be received prior to course commencement. We have Credit Card and Invoice processes. Exam results are released after payment has been received.

### 1. NON-ATTENDANCE OF REGISTERED DELEGATES WILL RESULT IN FULL PAYMENT OF FEES

- All courses must be undertaken within 12 months of the Order or the payment will lapse.
- Re-sits or deferred Exams must be taken within six months of the Order or the payment will lapse

### 2. THE FOLLOWING CANCELLATION CHARGES APPLY TO ALL BOOKINGS

- 8-14 calendar days prior to the course start date - 50% of the full fee
- 0-7 calendar days or less prior to the course start date - 100% of the full fee
- All notification of cancellations must be made in writing, either by letter or email.

### 3. TRANSFER CHARGES WILL BE APPLIED TO ALL DATE TRANSFERS OF BOOKINGS

- 8-14 calendar days prior to the course start date - \$100
- 0-7 calendar days prior to course start date - \$200
- All notification of transfers must be made by email, and each transfer made will attract these fees.

### 4. SUBSTITUTIONS

- If you cannot attend a course, we can accept a substitute delegate in your place without penalty.
- All changes must be confirmed by e-mail prior to course commencement.

### 5. IF THE SELLER CANCELS AN EVENT

If, for any reason, Yellowhouse postpones or cancels an event, we accept liability to fully refund fees paid, or delegates can transfer to an alternative course. We will give at least two weeks' notice if possible.

- The Seller will refund reasonable out-of-pocket expenses relating to travel and accommodation.
- Note: we will not pay for changed flights or hotel bookings. Buyers should take out travel insurance

## IN-HOUSE COURSES: CANCELLATIONS

Where a Buyer has arranged an in-house course, the Seller will commit resources and expenses.

- For cancellations of more than 10 working days from the start date of a booked course there is no fee.
- For cancellations within 10 working days the Fee will be \$500 plus any cancellation related expenses.
- For cancellations within 2 working days, the Fee will be 50% of the negotiated price plus any travel and or cancellation related expenses
- If an in-house course is re-scheduled within 10 working days of the start date, there may be some out-of-pocket expenses related to trainer commitments.
- Yellowhouse has a policy that a trainer/facilitator must be given 10 working days' notice of cancellation or there may be costs incurred.