



**Relate-U-cation® is powered by BFSD Global
(BluePrint Foundation for Success Development (Pty) Ltd)
ACN: 135 616 572**

Terms and Conditions

Last Updated 2024-07-15

This Agreement governs the supply of Products by the Company to the Client and forms a binding contractual Agreement.

1. DEFINITIONS AND INTERPRETATION

In this Agreement unless the context indicates otherwise, the following words have the following meanings:

Agreement means these Terms and Conditions.

Company means BFSD Global (BluePrint Foundation for Success Development (Pty) Ltd). - ACN: 135 616 572 and Relate-U-cation®.

Client means the person or entity that has placed an order to purchase Products from the Company, and includes any officers, employees, representatives, or consultants of that entity.

Commencement Date means the date the Company accepts the Client's order for purchase of Consultation, Coaching, Facilitation and/or Products.

Completion Date means the date that is one (1) year after the Commencement Date.

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Intellectual Property means all Intellectual Property rights at any time recognised by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know-how, registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Laws means all common law, principles of equity, statute, legislation or subordinate legislation of the Commonwealth of Australia, the New South Wales or local and other government regulations enforced in the New South Wales, irrespective of where enacted.

Products mean the goods or services provided by the Company to the Client in accordance with this Agreement, including the following:

- books, articles, participant materials, instructor materials and other materials.
- internal training services.
- virtual and in-person course and seminars.
- eLearning.
- podcasts.
- apps.
- learner guides.

Term means the Term of this Agreement which starts on the Commencement Date and concludes on the Completion Date.

Virtual & eLearning Learner Guide means a training kit modified for this training, provided by the Company to the Client in a secure, downloadable PDF format.

Website means the Company's Website accessible from www.bfsdglobal.com and www.relateucation.com.

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2. PURCHASE OF PRODUCTS/SERVICES AND PAYMENT

- 2.1. The Client agrees it is overall responsible for payments to the Company.
- 2.2. To process payments, BFSD Global will receive a Purchase Order (or equivalent) from the Client for their attendees.
- 2.3. Payment to be made to BFSD Global no more than 30-days after date of invoice.

Payments to be made by electronic funds transfer to:

BFSD Global

Bank: Commonwealth Bank

BSB Number: 062 438,

Account Number: 10191351

Branch: North Sydney

3. EXPENSES

All travel and accommodation expenses by the Company on behalf of the Client, when delivering training outside of Sydney, are the sole responsibility of the Client. These will be paid for at actual costs or at rates approved in advance by the Client.

4. CANCELLATION POLICY

- 4.1. In the event that a training event (classroom or virtual) must be changed or cancelled, our Cancellation Policy is as follows:
 - 4.1.1. 50% of the fee to be paid to Company by Client if it is cancelled within 8-30 calendar days before the start of the workshop.
 - 4.1.2. 100% of the fee if it is cancelled within 7 calendar days or less before the start of the workshop.
 - 4.1.3. 100% of prorated time for coaching or consulting phone sessions cancelled within 24 hours or less of the scheduled appointment time.

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- 4.2. Any non-refundable travel expenses incurred by the Company will be the responsibility of the Client.
- 4.3. The Client acknowledges that it must provide the Company with notice of cancellation of Product Events by email to Valerie Lew-Kiedrowski (valerielewk@bfdsglobal.com) or alternatively by post to P O Box 293, Neutral Bay Junction, NSW 2089, Australia.
- 4.4. The rescheduling or postponement of a Product Event by a Client will be treated in the same manner as a cancellation and is subject to the above calculation policy.

5. INTELLECTUAL PROPERTY

- 5.1. The Client acknowledges and agrees that all Intellectual Property contained within the Products is owned by the Company or its Licensors and can only be used in accordance with this Agreement.
- 5.2. The Company acknowledges and agrees that the Client will retain ownership of any Intellectual Property contained within any of the Client's Products, services, inventions, techniques, data, design, and other information.
- 5.3. The Client will not have any right to copy, distribute, publicly display, license, sublicense, create derivative works from, or make any other use of any Intellectual Property within the Products.
- 5.4. The Company will provide the Client with all necessary course materials included as part of the Products (herein referred to as the "IP Assets").
- 5.5. The Client agrees to delete the IP Assets from all its IT systems in the event that eLearning programs have been added to these systems, when Client decides to discontinue the course purchased from the Company.

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6. WARRANTIES & LIMITATION OF LIABILITY

6.1. The Company represents and warrants to the Client that:

6.1.1. It has the capacity and right to enter into this Agreement and supply the Products.

6.1.2. It is entitled to use and deal with any Intellectual Property rights which may be used by the Company in connection with the Products.

6.1.3. The Products, when used in accordance with this Agreement, will not infringe or otherwise violate any Intellectual Property rights held by third parties and will be free from material defects in materials and workmanship when delivered.

7. COMPLIANCE WITH LAWS

7.1. When performing their obligations under this Agreement, the Client and Company agree to comply with all applicable Laws relevant to the provision of the Products by the Company.

8. CONFIDENTIAL INFORMATION

8.1. The Company and Client acknowledge that in this Agreement “Confidential Information” means any technical, scientific, commercial, financial or other information of, about, or in any way related to the Company, including any information designated by the Company as confidential, which is disclosed, made available, communicated or delivered to the Client, and includes any information relating to this Agreement, and any other information that either party reasonably holds in confidence or has received from a third party under an obligation of confidentiality.

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- 8.2. The following information will not be considered Confidential Information:
- 8.2.1. Any information that is already generally available in the public domain, information that is known by the receiving party prior to the disclosure, and information that becomes known through a third party under no obligation not to disclose it.
- 8.3. During the Term and for seven (7) years thereafter, the Company and the Client agree to maintain the other party's confidential information as strictly confidential and agree not to directly or indirectly, disclose or reveal the confidential information to any third party, or seek to use the confidential information for any purpose other than as contemplated under this Agreement.
- 8.4. The Client hereby consents to the Company publishing or otherwise making available information in relation to the Client to a New South Wales Government entity only to the extent it is required to do by any Laws applicable to this Agreement.
- 8.5. The Company acknowledges that it will be bound by the information privacy principles as defined in the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) when carrying out this Agreement.

9. TERMINATION

- 9.1. This Agreement between the Company and the Client may be terminated on 14 days' notice by either party.
- 9.2. The Company may terminate this Agreement with immediate effect (or with effect from a specified date), by giving notice in writing to the Client, if the Client:
- 9.2.1. breaches any provision of this Agreement that is not capable of remedy.
 - 9.2.2. breaches of any provision of this Agreement where that breach is capable of remedy, and the Client fails to remedy the breach within ten (10) business days after receiving written notice requiring it to do so (or such later date as may be specified in that notice).

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9.2.3. commit breaches of fraud, dishonesty or any other serious misconduct.

9.2.4. suffers from an insolvency event.

10. INSURANCE

10.1. The Company agrees to maintain in full force and effect during the Term, the following insurance policies:

10.1.1. Workers' Compensation in accordance with the applicable Laws relating to workers compensation.

10.1.2. Public Liability Insurance, with an insured amount of \$20 million or more; and

10.1.3. Professional Indemnity Insurance for \$10 million.

11. GST

11.1. The Terms used in this clause have the same meaning given to them in the GST Act.

11.2. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

11.3. If GST is imposed on a supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to GST payable on or for the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with this Agreement.

12. GENERAL

12.1. This Agreement is governed by and is to be construed in accordance with the Laws of the State of New South Wales and the parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of New South Wales and any Courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those Courts.

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- 12.2. The Company and Client acknowledge and agree that this Agreement represents the entire Agreement between the parties concerning the Products and replaces any prior contract, arrangement or understanding. Neither party can rely on an earlier written document, nor anything said or done by or on behalf of another party before this Agreement was entered into.
- 12.3. Any provision of this Agreement which is invalid or unenforceable is to be read down, so to be valid and enforceable, and if that is not possible, the provision will to the extent that is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
- 12.4. The Company may set off against any sum owing to the Client under this Agreement in the amount then owing by the Client to the Company.
- 12.5. The Company may assign its rights, transfer its obligations or delegate this Agreement as required without notice to the Client.
- 12.6. The Company may sub-contract to any third party any of its obligations in relation to the supply of the Products under this Agreement.