

TERMS AND CONDITIONS

1. Definitions

- 1.1. **"CCA"** means Competition and Consumer Act 2010.
- 1.2. **"Client"** means the person that signs this Agreement which incorporates these Terms and Conditions (**Agreement**) being the person entering into the arrangements detailed in these Terms and Conditions and extends to their administrators, executors, heirs and permitted transferees.
- 1.3. **"Costs"** means the costs to be paid by the Client to the Provider in respect of the program as detailed in the Financial Details section of this document.
- 1.4. **"Covering Particulars"** means any particulars detailed on the cover page to these Terms and Conditions and detailing those particulars stated on the Cover Page, including the personal particulars of the Client.
- 1.5. **"Financial Details"** means any document headed "Financial Details and Tax Invoice" as may be attached to this Agreement or may be sent later.
- 1.6. **"Payment Plan"** means those payment options in respect to the Costs as detailed in the Payment Options section of this document.
"Provider" means Think and Grow Global Education PTY LTD as trustee for The Think and Grow Property Unit Trust (ABN 41 498 820 792)
C/- Matrix Partners; Level 1, 420 Bagot Road Subiaco, Perth Western Australia 6008, its successors and assigns or any other person acting on behalf of or with the authority of the Provider.
- 1.7 N/A
- 1.8 **"Program"** means the Training, education, workshop, event, seminar and other services (**"Services"**) to be arranged and conducted by the "Provider", for the benefit of the Client, to be known as "EVOLVE".
- 1.9 **"Resort Accommodation"** means the provision of sleeping facilities and conference rooms.
- 1.10 **"Sustenance"** means the provision of food and beverages.

2. Acceptance

- 2.1. The "Client" is taken to have exclusively accepted and is immediately bound by these Terms and Conditions when the "Client" signs this "Agreement".
- 2.2. These Terms and Conditions may only be amended with the "Provider's" consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the "Client" and the Provider.
- 2.3. Before participating in "Evolve", this Agreement, incorporating these Terms and Conditions must first be completed and signed by the "Client" and given to the "Provider", either by hand delivery, facsimile, email or such other method as reasonably required by the "Provider".
- 2.4. NA
- 2.5. The "Provider" will not accept the "Client" to participate in "EVOLVE" where the "Client" has not properly completed and signed this "Agreement".

3. Transfer of Entitlement

- 3.1. The "Client" may not transfer his/her place in "EVOLVE" to any other person unless the "Client" first complies with the Terms and Conditions contained in this Agreement relating to such transfer and then, only provided the "Client" has been sent written confirmation of acceptance of such transfer by the "Provider". In that regard, the Provider may, in its sole discretion, refuse to accept any transfer of the "Client's" place in "EVOLVE" to any other person. In the event that the "Provider" does accept the transfer of the "Client's" place in "EVOLVE" to another person, the "Client" shall remain personally liable in all respects in relation to compliance with these Terms and Conditions.
- 3.2. The "Client" may not transfer of his/her right to this program to a third party.

4. Costs and Payment

- 4.1. The Costs of "EVOLVE" are detailed in the "Agreement" which details the options for the "Client" to effect payment of the Costs in accordance with the Payment Plan.
- 4.2. The Costs detailed in this "Agreement" shall be valid for a period of thirty (30) days from the date that the "Client" is given this "Agreement" and, if the "Client" does not sign this "Agreement" within that period, the "Provider" reserves its rights to change the Costs.
- 4.3. The "Client" acknowledges that he/she is obliged to make payment in full of the Costs until full payment of the Costs is completed, and that payment in full must be made no later than 30 days before the first day of the "EVOLVE", and where payment in full has not been made 30 days prior to the first day of the "EVOLVE" event, then this "Agreement" shall be at an end, and the "Client" shall not be entitled to a refund and the "Provider" shall have the right to resell the "Client's" place at the event.
- 4.4. To the full extent permissible by law, no payments made by the "Client" are refundable.
- 4.5. Time for payment of the Costs (and each payment to be made pursuant to the Payment Plan), shall be of the essence and all payments to be made by the "Client" must be strictly in accordance with the Terms of this Agreement.
- 4.6. All payments must be made by cash, bank cheque, eftpos or credit card (plus a surcharge of two and a half per cent (2.5%) of the cost in the event of credit card).
- 4.7. The Costs are inclusive of GST.

5. Acknowledgements

- 5.1. The "Client" acknowledges that he/she has made their decision to enter into this "Agreement" based upon their own investigations and understanding of "EVOLVE" and that he/she has not relied upon any inducement, warranty or representation from the "Provider" in determining to enter into this "Agreement" or to attend "EVOLVE" and enroll in "EVOLVE".
- 5.2. The "Client" acknowledges that the "Provider" does not offer, purport that "EVOLVE" constitutes any form of financial advice, nor offers any healing remedies or wellness remedies or advice in any way.
- 5.3. The "Client" acknowledges and agrees that he/she shall have no claim nor demand upon the "Provider" in the event that the "Client" perceives that "EVOLVE" is not in accordance with the "Client's" expectations. In that regard, the "Client" acknowledges that he/she has had the opportunity to make full investigations and enquiries relating to "EVOLVE" and to ask the "Provider" and its representatives all such questions relating to "EVOLVE" and to request all such information from the "Provider" that he/she requires in determining to enter into this "Agreement".

- 5.4. Under applicable State, Territory and Commonwealth Law (including without limitation the CCA), certain statutory implied guarantees and warranties (including without limitation the statutory guarantees under the CCA) may be implied into these Terms and Conditions (Non-Excluded Guarantees).
- 5.5. The "Provider" acknowledges that nothing in these Terms and Conditions purports to modify or exclude the Non-Excluded Guarantees.
- 5.6. Except as expressly set out in these Terms and Conditions or in respect of the Non-Excluded Guarantees, the "Provider" makes no warranties or other representations under these Terms and Conditions including but not limited to the quality or suitability of "EVOLVE". The "Provider's" liability in respect of these warranties is limited to the fullest extent permitted by law. The "Client" acknowledges that by participating in "EVOLVE", jointly or severally there is no guarantee that the "Client" will be successful, healed, or changed in any way.
- 5.7. If the "Client" is a consumer within the meaning of the CCA, the "Provider's" liability is limited to the extent permitted by Section 64A of Schedule 2.
- 5.8. If the "Provider" is required to replace attendance at "EVOLVE" under this Clause or the CCA, but is unable to do so, the "Provider" may at its absolute discretion refund any money the "Client" has paid for "EVOLVE".
- 5.9. If the "Client" is not a consumer within the meaning of the CCA, the "Provider's" liability is:
- 5.9.1. limited to the value of any express warranty provided to the "Client" by the "Provider" at the "Provider's" sole discretion;
- 5.9.2. otherwise negated absolutely.
- 5.10. The "Client" hereby acknowledges that the "Resort Accommodation" for "EVOLVE" shall be booked by the "provider" and the quality of that "Resort Accommodation" shall be at the absolute discretion of the "provider" and in the event that the "Resort Accommodation" provided is not to the satisfaction of the "client" there shall be no claim against the "provider" and the "provider" is not indebted to the "client" in any way.
- 5.11. The "Client" hereby acknowledges that the "Sustenance" for "EVOLVE" shall be booked by the provider and the quality of that "Sustenance" shall be at the absolute discretion of the "provider" and in the event that the "Sustenance" provided is not to the satisfaction of the "client" there shall be no claim against the "provider" and the "provider" is not indebted to the "client" in any way.
6. **Default**
- 6.1. Interest on overdue money to be paid by the "Client" pursuant to this "Agreement" shall accrue daily from the date when payment becomes due, until the date of payment, at the rate of one per cent (1%) per month.
- 6.2. In respect of any overdue payment from the "Client" in relation to the Costs or under the Payment Plan, each default shall attract an administration fee payable by the "Client" in the sum of forty dollars (\$40.00).
- 6.3. If the "Client" owes the "Provider" any money (Debt), the "Client" shall indemnify the "Provider" from and against all costs and disbursements incurred by the "Provider" in recovering the Debt (including but not limited to internal administration fees, legal costs on a solicitor and own "Client" basis, the "Provider's" collection agency costs and any bank dis honour fees).
- 6.4. Without prejudice to any other remedies the "Provider" may have, if at any time, the "Client" is in breach of any obligation (including those relating to payment) under these Terms and Conditions, the "Provider" may suspend or terminate the "Client's" participation in "EVOLVE" and any other Services. In this event, the "Provider" will not be liable to the "Client" for any loss or damage the "Client" suffers because the "Provider" has exercised its rights under this Clause.
- 6.5. Without prejudice to the "Provider's" other remedies at law, the "Provider" shall be entitled to cancel all or any part of the "Client's" participation in "EVOLVE" or any other Service to be provided to the "Client" by the "Provider", pursuant to these Terms and Conditions, and all amounts owing to the "Provider" shall, whether or not due for payment, become immediately payable if:
 - 5.1. any money payable to the "Provider" becomes overdue, or in the "Provider's" opinion, the "Client" will be unable to make a payment when it falls due;
 - 5.2. the "Client" becomes insolvent, or enters into any scheme of arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - 5.3. a trustee is appointed in respect of the "Client's" estate or any asset of the Client.

7. Cancellation

- 7.1. Where the "Provider" cannot fulfill its obligations under this "Agreement", then the "Provider" has the right to cancel the "Agreement" and refund the "Client" and the "Client" shall have no further claim or demand on the provider and this "Agreement" shall be at an end and neither party has a claim against the other.

8. Privacy Act 1988

- 8.1. The "Client" agrees that personal credit information provided may be used and retained by the "Provider" for the following purposes (and for other purposes as shall be agreed between the "Client" and "Provider" or required by law from time to time):
 - 8.1.1. the provision of Services; and/or
 - 8.1.2. the marketing of "EVOLVE" by the "Provider" and its agents; and/or
 - 8.1.3. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the "Client"; and/or
 - 8.1.4. enabling the daily operation of "Client's" account and/or the collection of amounts outstanding in the "Client's" account in relation to "EVOLVE";
 - 8.1.5. advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - 8.1.6. that the "Client's" overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - 8.1.7. information that, in the opinion of the "Provider", the "Client" has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the "Client's" credit obligations);

- 8.1.8. advice that cheques drawn by the "Client" for one hundred dollars (\$100) or more, have been dishonoured more than once;
- 8.2. that credit provided to the "Client" by the "Provider" has been paid or otherwise discharged.

9. General

- 9.1. The failure by the "Provider" to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the "Provider's" right to subsequently enforce that provision. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 9.2. These Terms and Conditions and any contract to which they apply shall be governed by the laws of the state of Western Australia and are subject to the jurisdiction of the Courts in that State.
- 9.3. Subject as specifically stated otherwise in this "Agreement", the "Provider" shall be under no liability whatsoever to the "Client" for any indirect and/or consequential loss and/or expense suffered by the "Client" arising out of a breach by the "Provider" of these Terms and Conditions (alternatively the "Provider's" liability shall be limited to damages which under no circumstances shall exceed the Cost).
- 9.4. The "Client" shall not be entitled to set off against, or deduct from the Costs, any sums owed or claimed to be owed to the "Client" by the "Provider" nor to withhold payment of any payment due in respect of the Costs because any payment is in dispute.
- 9.5. The "Provider" may license or sub-contract all or any part of its rights and obligations without the "Client's" consent.
- 9.6. The "Client" agrees that the "Provider" may amend these Terms and Conditions at any time, prior to the "Client's" acceptance. If the "Provider" makes a change to these Terms and Conditions, then that change will take effect from the date on which the "Provider" notifies the "Client" of such change.
- 9.7. The "Client" acknowledges that the "Provider" shall not be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, act of war, natural disaster, weather conditions, other emergency circumstances or other event beyond the reasonable control of the "Provider".
- 9.8. The "Client" acknowledges and agrees that the "Provider" has the exclusive right, title and interest in and to its intellectual property and the "Client" acknowledges that it does not have any rights in the "Provider's" intellectual property. The "Client" must not use the "Provider's" intellectual property without its prior written approval.
- 9.9. The "Client" acknowledges that the "Provider" may in its absolute discretion change the event location, cancel any of the invited speakers, and in doing so the "Client" shall not be entitled to cancel and has no claim whatsoever over the "Provider", nor shall the "Client" be entitled to a refund in whole or part.
- 9.10. The "Client" acknowledges that payment in the full amount must be paid to the "Provider" 7 days before the retreat and if payment has not been made in full then the "Provider" has the right in its absolute discretion to cancel the "Clients" participation at the retreat and the "Client" shall not be entitled to a refund, and shall have no claim over the "Provider".
- 9.11. The "Client" acknowledges that the "Provider" has the right in its absolute discretion to change the date of the retreat to a new date and shall give 60 day's notice to the "Client" of the rescheduled date. In the case that the "Provider" changes the date of the retreat to a new date then the "Provider" shall notify the "Client" in writing of that change 90 days prior to the rescheduled date of the retreat. In the event the client cannot attend on a reschedule date it shall not be entitled to a refund in part or whole, but shall be entitled to a credit against other workshops held by the "Provider" to the amount paid, or the "Client" shall be entitled to attend a future retreat, if the "Provider" runs a future retreat.
10. **Service of Notice**
- 10.1. A party to this "Agreement" may serve a Notice upon the other party to this "Agreement" by:
 - 10.1.1. Personal service on the other party; or
 - 10.1.2. Pre-paid post to the other party at the address shown in the Covering Particulars to this "Agreement" for that party; or
 - 10.1.3. By facsimile to the facsimile number of the addressee shown on the Covering Particulars; or
 - 10.1.4. By sending it by email to the email address of the addressee shown on the Covering Particulars.
- 10.2. Service is affected two (2) days after posting, if a Notice or Request is posted.