

BilaEmpower Ltd - Terms and Conditions

Preamble

These terms and conditions (**Terms**) apply to the purchase of any goods or services supplied by BilaEmpower Ltd ACN 674 554 557 (**BilaEmpower**).

Goods and services may be supplied by BilaEmpower in-person, or online, or via the BilaEmpower website, at <https://bilaempower.org/> (**Website**). These Terms should be read in conjunction with the Website Terms of Use, if applicable.

By clicking 'I accept', 'I agree' or otherwise by receiving goods or services from BilaEmpower, you agree to be bound by these Terms. If you do not agree to these Terms, then you must not proceed with your order and/or must not receive goods or services from BilaEmpower.

1. Ordering goods & services

You may order services in person, or via our Website in accordance with these Terms (**Order**).

We reserve the right to accept or reject any Order, or part of any Order, made by you. We may reject any Order on reasonable grounds at any time before the scheduled time of the provision of goods or services, including (without limitation):

- (a) due to unavailability (in which case we may ask you to re-submit your Order or offer you a ticket to an alternative Event or time for provision of services);
- (b) if we suspect your Order, credit card or any other method of payment is fraudulent;
- (c) if there has been an error in the price or description on the Website, or any other materials containing information about the goods or services we supply; or
- (d) if there has been an error by way of the incorrect inclusion of an item in a specific sale or promotion.

If we reject an Order and you have paid for the goods or services then, subject to applicable laws and unless otherwise stated in these Terms, we will provide a refund to the payment method originally used to pay for the Order.

We are not responsible for any Loss suffered or incurred by you or any third party as a result of the rejection of an Order. We will notify you if your Order has been rejected on the Website or by using the email address you provide to us.

2. Services

Subject to you complying with these Terms (including in relation to any payment obligations), BilaEmpower will provide the services to you, in accordance with these Terms.

This engagement by BilaEmpower is non-exclusive and these Terms, and the agreement to these Terms by you, does not prohibit BilaEmpower from providing services to other parties that are the same as or similar to the services you purchase.

BilaEmpower agrees that:

- (a) it will provide the services with due care, skill and diligence, and to a high professional standard; and
- (b) the personnel it engages or employs to provide Events or services will be suitably experienced and qualified to provide the Event or services.

BilaEmpower may engage subcontractors in respect of providing Events or services to you.

In providing any service to you, BilaEmpower will be relying on the completeness and accuracy of the information you

provide. BilaEmpower will be entitled to rely upon, and assumes no obligation to independently verify the completeness or accuracy of any information you provide.

3. Goods

You acknowledge and agree that:

- (a) all pictures and images of products displayed on the Website are for illustration purposes only, and may not be to scale. This means there may be differences to the sizes and dimensions of products in real life;
- (b) you have read any corresponding written description of the products on the Website prior to submitting your Order;
- (c) it is your responsibility to ensure that the Products You order are suitable for your purpose prior to submitting your Order.

We reserve the right to withdraw or suspend any product displayed on the Website from sale either temporarily or permanently at any time without notice to you.

Please select your products and make your Order carefully, as we will generally not provide a refund or exchange simply because you may change your mind.

When you place an Order for products to be delivered, you will be required to select one of the available delivery methods. The estimated delivery time for your selected delivery method is an approximate delivery time only and is not a guaranteed delivery time for your Order.

Risk and title in any products BilaEmpower sells passes to you on the later of receipt of payment in full, and the date and time of delivery of the products to the delivery address provided in your Order.

Following dispatch of your Order, BilaEmpower will email you with confirmation of dispatch and an invoice for your Order.

4. Price and payment

Unless stated otherwise, all prices displayed on the Website, or any other advertising materials are quoted in Australian dollars and, where applicable, are inclusive of GST (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) and all other taxes.

We reserve the right to change any pricing for goods or services displayed on the Website from time to time. Such change will not apply to Orders already accepted by us.

Payment may be made by credit card, debit card or any other form of payment listed on the website at the time of the purchase.

We may use Payment Partners to process payments made on the Online Store. By making an Order you agree that, before your Order is accepted, credit and security checks may be performed (including by the relevant Payment Partner). Without limiting the foregoing, such checks may include transmitting the credit card number you provided to validate the credit card, to obtain an initial card authorisation, to conduct loss minimisation and anti-fraud measures and/or to authorise individual purchase transactions.

Unless otherwise specified, payment of the full price of an Order for goods must be received by us before we can accept your Order. The payment method must have sufficient funds, credits or other payment facilities to cover the purchase. If payment cannot be processed, your Order will be rejected and you will be notified of this on the website or to the email address you provide. We are not responsible for the decisions of payment providers to allow you to use their service, or provide any assurances or warranties about them.

When You place an Order for any Event or for services that we offer, a 20% deposit is payable at the time of booking and the balance will be payable on delivery of service.

After payment for the Order has been successfully processed, you will receive an email confirming that Order with an invoice that indicates the total amount paid by you (**Confirmation Email**).

5. Cancellation or changes made by us

Descriptions of any Events or services advertised, provided and made available to You may be subject to change at any time without notice. While we will use reasonable endeavours to do so, and subject to the Consumer Guarantees, we do not guarantee that the information contained on our Website, or any other advertising material is always accurate and up-to-date.

We reserve the right:

- (a) to cancel, reschedule or relocate an Event at any time;
- (b) to reduce the number of participants permitted to attend an Event;
- (c) to discontinue or suspend the sale or supply of any Event or provision of any services at any time, without notice to you;
- (d) to cancel any promotion, discount, coupon or incentive before its stated expiry date at any time, without notice to you; and
- (e) to change any description or other information related to an Event displayed on the Online Store (although such change will not apply to Orders already accepted by us).

If we cancel an Event and it will not be rescheduled, or we reduce the number of participants permitted to attend an Event and you cannot attend that Event as a result of that reduction, then we will provide you with a full refund to the payment method used to place the Order. This does not apply to free Events.

If you are not the original purchaser because you bought your ticket from a reseller, there is no guarantee that any refund provided to the original purchaser will be passed on to you.

Unless required by law (including the Australian Consumer Law), we will not be liable for any Loss suffered or incurred by you or a third party in connection with your attendance or non-attendance at an Event, including if the Event is cancelled, rescheduled or relocated.

You should consider the refund and cancellation policies of travel, accommodation and other goods or service providers when making arrangements associated with attendance at an Event. You may also wish to consider taking out insurance to cover any Losses in connection with the Event, or its cancellation, rescheduling or relocation.

6. Liability

Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**).

The operation of the Consumer Guarantees cannot be and are not in these Terms, excluded, restricted or modified.

To the extent permitted by law and subject to the above, we, our affiliates, employees, officers, agents, contributors, supervisors, licensors and contractors:

- (a) exclude from these Terms all representations, guarantees, conditions, warranties, rights,

remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void); and

- (b) disclaim all liability (including any direct, indirect, special, incidental, consequential or exemplary damage or Loss) suffered or incurred by you or any third party, whether directly or indirectly, by reason of any use of the website, or attendance or non-attendance at any Event.

You indemnify us and our affiliates, employees, officers, agents, contributors, supervisors, licensors and contractors (together the **Indemnified Parties**), against any Loss suffered or incurred by the Indemnified Parties in connection with any claim made by a third party due to or arising out of your breach of these Terms or any applicable law.

7. Order cancellations, refunds and exchanges requested by you

The process provided in this section is in addition to any rights you may have under the Australian Consumer Law and other laws.

If you are unable to attend an Event for which you have purchased tickets, you may, at your own cost, arrange for the tickets to be transferred to another person at any time.

Alternatively, to cancel your Order, please email us at info@bilaempower.org.

The following cancellation fees apply for Events and other services:

- (a) more than 30 days prior to the start of the Event – full refund;
- (b) between 14 to 30 days prior to the start of the Event – 50% of Order price is payable; and
- (c) less than 14 days prior to the start of the Event – 100% of Order price is payable;
- (d) for other services (counselling, coaching) - less than 7 days prior to your appointment time, or no-show – 100% of the consultation fee is payable.

Any refund will be applied to the payment method used to place the Order. Payment of cancellation fees will be due 7 days from the date of the invoice.

If your invoice is outstanding for more than 60 calendar days, a 10% overdue amount will be applied in addition to the total monies payable, as a genuine pre-estimate of our administrative costs.

8. Privacy

By providing us with your personal information, you consent to us collecting and using your personal information in accordance with the BilaEmpower's Privacy Policy, available at <https://bilaempower.org/>

9. Variation

These Terms, and any associated Website Terms of Use, apply to you regardless of whether you are the original purchaser, or subsequent bearer, of any goods or services. If you purchase services on behalf of someone else, or

subsequently transfer a ticket to any Event or workshop to another person you must inform that person of, and ensure that they accept, these Terms.

We may amend these Terms from time to time, without providing notice to you, by posting an updated version of these Terms on the Website. You should regularly check these Terms for any amendments. If these Terms are amended, you must follow the updated Terms. If you do not agree to be bound by the updated Terms, you must immediately stop receiving any services from Warida and must not attend any Events.

10. Miscellaneous

- (a) **No waiver** – We do not waive a right, power or remedy in connection with these Terms if we fail to exercise or delay in exercising the right, power or remedy. A right, power or remedy is only waived by us if it is in writing and signed by us.
- (b) **Governing law** – These Terms are governed by the laws of South Australia, Australia. You submit to the exclusive jurisdiction of the courts of South Australia, Australia and the courts having appeal from them.
- (c) **Severability** – If any part of these Terms is found to be void, invalid, unlawful or unenforceable, that provision is deemed to be ineffective only to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions. The remaining terms remain in force and constitute a binding agreement between you and us.
- (d) **Relationship between the parties** – Nothing in these Terms constitutes the parties as partners or joint venturers or agents for the other party or give rise to any other form of fiduciary relationship between the parties.
- (e) **Entire agreement** – These Terms and any other additional terms which may be applicable at different stages of usage of the Website, the purchase of goods or services or attendance at an Event (including the Website Terms of Use), contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is deemed superseded by these Terms and has no further effect.
- (f) **Force majeure** – To the extent permitted by law, we will not be liable to you for any failure to fulfil, or delay in fulfilling, our obligations caused by circumstances outside of our reasonable control.
- (g) **Dispute resolution** – If you have any issue arising out of these Terms or in relation to the Website, an Order or an Event, you must notify us in writing and use reasonable endeavours to resolve the matter through discussions or correspondence with us before commencing any court or tribunal proceedings.

11. Definitions

In these Terms, unless the context otherwise requires:

- (a) **Australian Consumer Law** has the meaning given in the *Competition and Consumer Act 2010* (Cth), as amended, replaced or superseded from time to time;

- (b) **Consumer** has the meaning given in the Australian Consumer Law;
- (c) **Consumer Guarantees** has the meaning given in the 'Consumer Guarantees' section below;
- (d) **Event** means a workshop, coaching session, retreat, function, performance, program, talk, activation or any other event arranged or presented by BilaEmpower or for which offer for sale, held either in-person or online;
- (e) **Loss** means all liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise;
- (f) **Payment Partner** means a third party payment platform or gateway used and authorised by BilaEmpower to facilitate or process payments made by you on the website;
- (g) **Terms** has the meaning given in the 'Preamble' section above; and
- (h) **Website Terms of Use** has the meaning given in the 'Preamble' section above.

12. Interpretation

If there is any inconsistency between the terms of:

- (a) these Terms; and
- (b) the Website Terms of Use,

these Terms will prevail to the extent necessary to resolve that inconsistency.

Last updated: September 2024