

Terms and Conditions

1. **Agreement:** These terms and conditions (**Terms**) are between JMK Training Pty Ltd (ACN 685 121 993) (**we, us or our**) and you, the person booking or receiving the Services (**you or your**).
2. **Acceptance:** You accept these Terms by making a booking or payment with us.
3. **Services:** We agree to provide the Services to you on these terms and conditions.
4. **Bookings:** You may book Services through our website, in person, or by contacting us. Your booking is confirmed once we receive payment. We reserve the right to decline any booking at our discretion.
5. **Cancellations and rescheduling:**
 - Rescheduling Training*
 - 6. If you wish to reschedule training, you must provide us with 7 days' written notice prior to the training Start Date.
 - 7. If you fail to comply with the notice period above, you will be liable to pay us a rescheduling fee (to be determined by us acting reasonably) as a debt due and immediately payable in accordance with the terms of our invoice (**Rescheduling Fee**). You acknowledge and agree that the Rescheduling Fee represents a genuine pre-estimate of our loss.
 - 8. You are only entitled to reschedule the training session one time. We have the right to reschedule training if minimum numbers for the program are not met, students will be given 7 days notice if a program is rescheduled by us.
 - Cancelling Training*
 - 9. If you wish to cancel a Training session, you acknowledge and agree that our cancellation policy is as follows:
 - (a) if you provide written notice to us 30 days or more before the Training Start Date, we will refund you the Price in full;
 - (b) if you provide written notice to us 14-29 days before the Training Start Date, we will refund you 50% of the Price; and
 - (c) if you provide written notice to us less than 14 days before the Training Start Date, you forfeit the Price in full and if you have not paid the Price, you must pay it to us upon providing us notice.
10. **Your Obligations:** You agree that:
 - (a) you will comply with our reasonable requests and requirements;
 - (b) you will provide accurate information to us;
 - (c) you will not attend if you are suffering from any illness that could risk others' health or safety;
 - (d) you will inform us of any physical or medical conditions that may affect your participation;
 - (e) you will treat our premises and equipment with respect.
11. **Payment:** The Prices will be set out on our online booking page or in person when you book. Payment must be made in full at time of booking.
12. **Late Payments:** If you don't pay on time as agreed, we can choose to stop providing the Services 5 business days after the payment was due. We can also ask you to pay for any extra costs we face because you didn't pay on time. This includes any costs to get those payments from you.
13. **Intellectual Property:**
 - (a) **Our ownership:** All intellectual property (**IP**) that we create or bring into existence as part of the Services is owned by us. This includes anything developed, designed, or discovered during our work.
 - (b) **Your use of our IP:** We give you permission (a licence) to use the IP we create or provide as part of the Services. You can use it only for your business and you can't transfer this permission to others.
 - (c) **Our pre-existing IP:** We retain ownership of any IP that we already own prior to this Agreement or that we create independently of this Agreement. We grant you a non-transferable, non-exclusive license to use this pre-existing IP as necessary for your business operations, in connection with the Services we provide under this Agreement.
 - (d) **Your IP:** Any IP you provide to us for the Services remains yours. You give us permission to use this IP only to supply the Services.
14. **Termination for breach:** This Agreement can be terminated by either party (the **Non-Defaulting Party**) with immediate effect if the other party (the **Defaulting Party**) fails to fulfill a significant obligation under this Agreement. If the Defaulting Party does not correct the breach within 10 business days after receiving written notice from the Non-Defaulting Party, the Non-Defaulting Party has the right to terminate the Agreement immediately.
15. **Suspension:** We may suspend the provision of Services to you if:
 - (a) we reasonably suspect you are in breach of these Terms; and
 - (b) while we investigate the suspected breach.

If, following our investigation, we reasonably believe you are in breach of these Terms, we may terminate these Terms immediately by written notice to you.

16. **Liability:** We will perform the Services with reasonable care and skill. However, we are not liable for any indirect or consequential losses that may arise. Subject to your consumer law rights, our total liability under this Agreement and conditions is limited to the Price paid by you.
17. **Confidentiality:** Both parties commit to maintaining the confidentiality of any proprietary or confidential information shared while these Terms are in place.
18. **Subcontracting:** We reserve the right to subcontract any portion of the Services at our discretion without needing to get your written approval beforehand. We commit to being fully responsible for fulfilling our obligations under this Agreement, and we will ensure that any subcontractors we employ will adhere to the terms of this Agreement as if we were performing the Services directly.
19. **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the parties.
20. **Governing Law:** This Agreement is governed by the laws of Western Australia.
21. **Dispute Resolution:** In the event of a dispute, the parties will first attempt to resolve the matter through mutual discussion or mediation.
22. **Definitions:** The Services and the Price will be as set out on our website, in our online booking form or in person when you book.

For any questions, please contact us at:

Email: kiara.blain@jmktraining.com.au