LAST UPDATED 5TH OCTOBER 2026

MEMBERSHIP TERMS AND CONDITIONS

These Membership Terms and Conditions set out the agreement (**Agreement**) under the terms of which Back Up Therapy ABN 42 283 963 906 (**The Back Up**) provides Services to you (the **Member**).

When we talk about **Services**, we mean services that The Back Up provides or provides access to, such as allied health education, mentoring support for occupational therapists, virtual meeting spaces for ad hoc advice, equipment Trial Kits, and supervision services.

Services may be bundled in a membership or purchased separately, as described on the Website. Membership is accessed via purchasing membership and electing the number of months of membership, on the Website, with inclusions such as one CPD session per month, virtual work desk access, and Trial Kit booking eligibility (subject to availability).

1.0 DEFINITIONS

A) "**AHPRA**" means the Australian Health Practitioner Regulation Agency.
B) **"Monthly membership"** means a single unit / 1 month of membership. It is redeemable for Membership inclusions such as one education session per month, virtual meeting access, independent events including practical experiences and Trial equipment bookings (availability not guaranteed), as detailed on the Website. Membership commences at midnight of the date of the first service booked. The date of service booked accounts for the first day of membership, for a 31-day period, including the day of service booked.
C) "**Credit bundles**" means 2 or more prepaid units of monthly membership purchased via the website. Redeemable on separate months up the total of credits bundled.
D) "**CPD**" means Continuing Professional Development sessions or training provided by The Back Up, as described on the Website.
E) "**Equipment Trials**" or "**Trial equipment**" means assistive technology item/s provided for temporary use, including dressing aids, watch straps, access tags, mobility kits, phone switches, and similar items.
F) "**Fees**" means the amounts payable for membership, Credit bundles or other Services as specified on the Website or in any invoice issued by The Back Up.
G) "**Member**" means a certified occupational therapist who has purchased Membership or Credit bundles on the Website and acknowledged these terms during signup.
H) "**Services**" means the education, mentoring, CPD, virtual meeting spots, Trial equipment, supervision, and any separate purchasable items provided by The Back Up, as described on the Website at https://thebackup.com.au/membership, including but not limited to bundled monthly inclusions and ad hoc purchases.
I) "**Virtual Meeting Spots**" means online platforms for touch base, sound boarding ideas, and ad hoc advice, as provided via the Website.
J) "**Website**" means https://thebackup.com.au or any successor site operated by The Back Up.

2.0 MEMBERSHIP

a. Membership commences when a member purchases monthly membership OR purchases a credit bundle for multiple months and acknowledges these Terms during the signup process on and via the Website. Each month of membership entitles the Member to access the Membership inclusions described on the Website (including one CPD session, access to virtual work spaces and Trial equipment booking. Eligibility, for 31 days from date of first service consumed. Credits are applied to 31 days commencing the date of service purchased unless otherwise agreed.

b. Members must be registered with AHPRA as occupational therapists and maintain appropriate professional indemnity insurance. By signing up on or via the Website or directly with Back Up staff, Members confirm compliance; The Back Up may request proof at any time and suspend or terminate Membership for non-compliance.

c. Membership is not automatically renewed. When a Member's month has ended and/or there are no more credits within the bundle having been used or expired, the Member's access to Membership inclusions will cease until another membership/Credit bundle is purchased. Credit bundles must be utilised within the calendar year of purchase unless otherwise advertised or agreed to with and by Back up management.

d. Once a membership/Credit from a bundle is activated (for example, when the Member accesses a service, CPD session, or trial equipment booking), it will automatically expire after 31 days including the date of service. Credits cannot be reactivated or rolled over beyond their expiry date.

e. Members may purchase additional monthly memberships or Credit bundles at any time for activation in future months. Each Credit operates independently and does not extend the duration of any previously activated membership OR Credit bundle period. Members may also purchase supplementary services (such as additional CPD sessions, supervision) to access further sessions or support beyond their credited month inclusions.

f. Access to benefits continues until the end of the 31 days from activation, regardless of cancellation notification.

g. The Member will be taken to have accepted this Agreement if the Member accepts a Membership Form, or if the Member orders, accepts or pays for any services provided by The Back Up after receiving or becoming aware of this Agreement.

h. As part of the Membership signup process, the Member may be required to provide personal information and details, such as the Member's email address, first and last name, billing and postal addresses, mobile phone number, and other information as determined by The Back Up from time to time.

i. The Back Up may update any part of these Membership Terms and Conditions at any time without notice to the Member. The Member continuing to order, accept or pay for any services provided by The Back Up following such an update will represent an agreement by the Member to be bound by the Membership Terms and Conditions as amended. The Member is encouraged to check the date at the top of the Membership Terms and Conditions to see when The Back Up last updated the Membership Terms and Conditions.

j. The Back Up may, in its absolute discretion:
   - (ii) refuse a Member's request for a Membership; and/or
   - (ii) suspend or cancel the Member's Membership for any reason, including for any failure to comply with these Terms.

3.0 SERVICES

A) Unless otherwise agreed, The Back Up may, in its discretion, not provide any Services until the Member has paid any Fees payable in respect of such Services.

B) The Member acknowledges and agrees that:

(ii) it is the Member's responsibility to book in advance to use the Services (**Booking**);

(ii) The Back Up does not make any guarantee of availability of the Services at any time as foreseen or unforeseen circumstances may result in some, all or parts of the Services becoming unavailable or booked out by other members;

(ii) The Back Up may, at any time, add additional Service offerings, remove Services, or add or remove any part of the Services; and

(ii) The Back Up may, at its absolute discretion, cancel any Booking that the Member has made, for example due to unavailability, scheduling changes, or safety concerns. In such cases, The Back Up will make reasonable efforts to offer an alternative time or equivalent service.

4.0 MEMBER OBLIGATIONS

A) (**General**) The Member must provide The Back Up with all documentation, information and assistance reasonably required for The Back Up to perform the Services.

B) (**Capacity**) The Member warrants that they are at least 18 years of age, have the legal capacity and are of sufficient age to enter into a binding contract with The Back Up.

C) (**Liaison**) The Member agrees to liaise with The Back Up as it reasonably requests for the purpose of enabling The Back Up to provide the Services.

D) **(Use of Equipment for trial)** The Member must use trail equipment in accordance with manufacturer instruction. The member is responsible for seeking and understanding the manufacturer instruction. The Member acknowledges that failure to comply with these instructions may lead to injury, loss or damage. The Back Up is not liable for any loss arising from improper use and the Member indemnifies The Back Up for such loss.

E) (**Professional Conduct and virtual work paces**) Members must act professionally, respectfully and considerately during virtual work spaces, CPD sessions and equipment trials. Breach of conduct may result in suspension or termination of Membership at The Back Up's discretion. No refund will be provided for such termination.

F) (**Professional Compliance**) Members must maintain current AHPRA registration and appropriate professional indemnity and public liability insurance. The Back Up may request evidence at any time and may suspend or cancel Membership for non-compliance.

G) (**Cyber Security and Confidentiality**) The Back Up endeavours to maintain secure platforms; however, Members are responsible for complying with their own workplace and professional cyber security and confidentiality obligations.

H) (**Trial equipment Responsibility**) Members must inspect Trial equipment upon receipt to confirm that items are complete, safe and fit for purpose before use. Members are fully responsible for client safety and any loss, injury or damage arising from use of Trial equipment. Lost or damaged items may incur replacement or repair fees (assessed at market value or as otherwise determined by The Back Up). Late returns may attract fees or affect future eligibility.

I) (**CPD and Session Cancellations**) Members may access a single CPD session within the 31 days of membership. Cancellation of membership access during the 31 days of active membership will not result in refund or remediation. Members will maintain access until 31 days, including the day of first service booked, completes.

Members may cancel an inactive future membership up to 48 hours before the scheduled commencement of the booked service. Reactivation of the 31 days of membership will occur at the next booked service; or a forfeiture of membership at The Back Up's discretion.
Cancellations within 48 hours of the booked service may result in activation of the 31 days of membership or a forfeiture of membership at The Back Up's discretion.

J) (**General Advice Disclaimer**) Any information or advice given through The Back Up's education sessions, virtual workplaces or by other Members is general in nature. Each Member remains solely responsible for their own clinical reasoning, practice and client safety.

K) (**Sharing**) The Member must not share their Membership and access to the Services with any other person. Failure to comply with this requirement may result in the suspension or termination of Membership.

L) (**Venue Use**) The Member, while at any The Back Up venue or any venue provided access to as part of this Membership, must:
   - (ii) not use abusive, offensive or threatening language or behaviour towards any other people using the facility;
   - (ii) at all times wear unoffence and civil clothing;
   - (ii) not enter the facility while under the influence of drugs or alcohol; and
   - (ii) not smoke, consume alcohol, drugs, or food.

M) (**Complaints**) If other The Back Up members make complaints against the Member, The Back Up reserves the right to, at their absolute discretion, investigate such complaints and suspend or terminate the Membership if they deem necessary.

N) (**Compliance with Laws**) The Member is responsible for complying with all applicable Laws, where 'Laws' means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where The Back Up provides the Services.

5.0 PAYMENT AND FEES

5.1 MEMBERSHIP FEES AND CREDIT BUNDLES

(A) Membership is offered on a pre-paid Credit basis. Each Credit represents payment for 31 days of Membership access (including weekends and public holidays) and the inclusions listed on the Website (for example, one CPD session, access to virtual workspaces and Trial equipment booking eligibility).

(B) The price of each Credit is as published on the Website at the time of purchase. The Back Up may vary the price of Credits at any time, and the updated price will apply to future purchases only.

(C) Payment for monthly membership OR Credit bundles must be made in full at the time of purchase. Services will not be available until payment has been received.

(D) Payments are currently accepted by online payment services, bank transfer or as otherwise stated on the Website.

(E) Credits are non-refundable and non-transferable, except as required by the Australian Consumer Law or where The Back Up elects, at its discretion, to provide a replacement Credit (for example, where The Back Up is unable to provide reasonable access to a scheduled service due to staff shortage or closure). Nothing in this clause limits any rights the Member may have under the Australian Consumer Law.

(F) Members will continue to have access to Membership for inclusions until the end of the paid 31 days (including weekends and public holidays), even if they cancel early.

(G) Where a Member books a CPD session or other service that forms part of a Credit and cancels within 48 hours of the session, that component of the Credit will be deemed used at The Back Up's discretion.

5.2 ADDITIONAL SERVICES OR PURCHASES

A) Members may purchase additional Credits or separate Services (such as extra CPD sessions, s supervision sessions) via the Website.

B) These purchases are subject to the same payment and non-refundability terms as monthly membership unless otherwise specified at the time of purchase.

5.3 INVOICES AND TAX

A) If The Back Up issues an invoice, the Member must pay by the due date specified.

B) All fees are quoted exclusive of GST. GST will be added to the total payable amount where applicable, and a valid tax invoice will be issued.

5.4 LATE PAYMENT

If any amount remains unpaid after the due date, The Back Up may charge interest at 1 % per month (calculated daily) and recover reasonable costs of collection, including legal and debt-recovery expenses.

5.5 PAYMENT PROVIDER

The Back Up may use third-party payment processors to collect payments. Processing will be subject to the provider's separate terms and privacy policy. The Back Up is not liable for the security or performance of any payment provider.

6.0 THIRD PARTY GOODS AND SERVICES

A) Any Service that requires The Back Up to acquire goods and services supplied by a third party on behalf of the Member may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.

B) The Member agrees to familiarise themselves with any Third Party Terms applicable to any such goods and services supplied and, by instructing The Back Up to acquire the goods or services on the Member's behalf, the Member will be taken to have agreed to such Third Party Terms.

7.0 CONFIDENTIALITY

A) Except as contemplated by this Agreement, each party must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any confidential information disclosed to it by the other party without its prior written consent.

B) This clause 7 does not apply to:

(ii) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);

(ii) information required to be disclosed by any law; or

(ii) information disclosed by The Back Up to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this Agreement.

8.0 INTELLECTUAL PROPERTY

A) All intellectual property in materials, content, or resources provided by The Back Up (including course materials, recordings, templates, and any other educational content) remains the exclusive property of

The Back Up. Members are granted a limited, non-exclusive, personal licence to use these materials for their own professional development during their Membership. Members do not obtain any ownership or ongoing rights in The Back Up's intellectual property.

B) For the purposes of this clause 8:

(ii) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this Agreement.

(ii) "**The Back Up IP**" means all Material owned or licensed by The Back Up that is not Developed IP and any Intellectual Property Rights attaching to that Material.

(ii) "**Material**" means tangible and intangible information, documents, reports, drawings, designs, software (including source and object code), inventions, concepts, data and other materials in any media whatsoever.

C) All course materials, recordings and educational content created or provided by The Back Up remain its exclusive property. Members must not copy, reproduce, share access details, or use these materials for commercial purposes without written consent.

9.0 WARRANTIES

a. To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

b. Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Member may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the services provided.

10.0 LIABILITY

a. (**Limitation of liability**) To the maximum extent permitted by applicable law, the maximum aggregate liability of The Back Up to the Member in respect of loss or damage sustained by the Member under or in connection with this agreement is limited to $100.

b. (**Indemnity**) The Member agrees at all times to indemnify and hold harmless The Back Up and its officers, employees, agents and contractors ("those indemnified") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Member or the Member's officers', employees', agents' or contractors':

(ii) breach of any term of this agreement; or

(ii) negligent, fraudulent or criminal act or omission.

c. (**Consequential loss**) The Back Up will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any services provided by The Back Up, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

d. Members agree to indemnify The Back Up for any claims, damages or liabilities arising from their professional practice, use of Trial equipment or breach of these Terms.

11.0 SUBCONTRACTING

The Back Up may subcontract any aspect of providing the Services and the Member hereby consents to such subcontracting.

12.0 PRIVACY AND DATA HANDLING

A) The Back Up collects personal information necessary for identification, communication and service delivery. Data is stored securely on business-issued devices with password protection and two-factor authentication.

B) Members may request access to or correction of their information at any time. Information is de-identified or destroyed when no longer required or upon cancellation of Membership, in accordance with the Australian Privacy Principles.

C) Personal information is not shared with third parties without consent, except as required by law. Direct marketing will only occur with the Member's consent and will always include an opt-out option.

13.0 TERMINATION

13.1 TERMINATION FOR CONVENIENCE

Either party may terminate this agreement by providing 24 hours' written notice. Membership r remains active until the end of the 31 day period; no refunds apply for unused time. If the Member has purchased multiple Credits in advance, termination will take effect at the end of the current 31 day period (inclusive of weekends and public holidays), and any unused future Credits will be forfeited unless The Back Up otherwise agrees in writing.

13.2 EFFECT OF TERMINATION

Upon termination of this agreement:

a) the Member will have access to the Services until the end of the current Membership Plan cycle, e.g., if the Membership Plan is monthly then the Member will have access until the end of the 31 days they have paid for after which the Membership will terminate;
b) the Member must pay all amounts owing as at the date of termination; and
c) no rights, liabilities or remedies of any party will be invalidated by the termination.

13.3 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

14.0. DISPUTE RESOLUTION

a. The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.
b. If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.

c. The parties acknowledge that compliance with this clause 14 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
   (ii) in the case of applications for urgent interlocutory relief; or
   (ii) a breach by another party of this clause 14.

15.0 FORCE MAJEURE

a. If a party becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to an event beyond its reasonable control (Force Majeure), that party must give to the other party prompt written notice of:
   (ii) reasonable details of the Force Majeure; and
   (ii) so far as is known, the probable extent to which that party will be unable to perform or be delayed in performing its obligation.
b. Subject to compliance with clause 14(a), the relevant obligation will be suspended during the Force Majeure to the extent that it is affected by the Force Majeure.
c. The affected party must use its best endeavours to overcome or remove the Force Majeure as quickly as possible.

16.0 NOTICES

A notice or other communication to a party under this agreement must be:
a. in writing and in English; and
b. delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond for the purposes of the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
   For The Back Up, the contact Email Address is team@thebackup.com.au, unless otherwise notified in writing.
c. Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
   (ii) 24 hours after the email was sent; or
   (ii) when replied to by the other party,

   whichever is earlier.

17.0 GENERAL

17.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of

any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the facility of any legal process on the basis that the process has been brought in an inconvenient forum.

17.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

17.3 AMENDMENTS

The Back Up may update these Membership Terms from time to time. The latest version will be published on the Website and will apply to any future Credits purchased after its effective date. Members will be notified of any material change affecting the Bundle Credit model or pricing via the Website or email prior to the change taking effect.

17.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

17.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

17.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

17.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

17.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

17.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

17.11 INTERPRETATION

a. (**singular and plural**) words in the singular includes the plural (and vice versa);
b. (**gender**) words indicating a gender includes the corresponding words of any other gender;
c. ` (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
d. (**person**) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
e. (**party**) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
f. (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
g. (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
h. (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
i. (**includes**) the word “includes” and similar words in any form is not a word of limitation;
j. (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
k. (**currency**) a reference to $, or “dollar”, is to Australian currency, unless otherwise agreed in writing.