

THE —BACK UP—

LAST UPDATED 25TH SEPTEMBER 2026

INHOUSE CPD TERMS AND CONDITIONS

These in house CPD Terms and Conditions set out the agreement (**Agreement**) under the terms of which Back Up Therapy ABN 65 842 559 589 (**The Back Up**) provides Services to you (the **Attendee**).

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 and equipment Trial Kits.

InHouse CPD is accessed via purchasing a CPD, selecting a date and time, on the Website, with inclusions such as face to face presentation, and at the discretion of Back Up therapy, Trial Kit booking services.

1.0 DEFINITIONS

- A) "**AHPRA**" means the Australian Health Practitioner Regulation Agency.
- B) "**CPD**" means Continuing Professional Development sessions or training provided by The Back Up, as described on the Website.
- C) "**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.
- D) "**Fees**" means the amounts payable for in house CPD,
- E) "**Attendee**" means a certified occupational therapist who attended and/or purchased In house CPD on the Website
- F) "**Services**" means the education, mentoring, CPD, and/or Trial equipment provided by The Back Up, as described on the Website at <https://thebackup.com.au/>
- G) "**Website**" means <https://thebackup.com.au> or any successor site operated by The Back Up.

2.0 IN HOUSE CPD

- a. A booking commences with a booking reservation and acknowledgment these Terms during the signup process on and via the Website. The attendee has 48 hours to make payment on the booking, upon which if payment has not been paid, it will be cancelled. The attendee will have forfeited the booking and may be required to rebook. Bookings are subject to availability.
- b. Attendees must be registered with AHPRA and maintain appropriate professional indemnity insurance. By attending the session, Attendees confirm compliance; The Back Up may request proof at any time and suspend or terminate the in house CPD at any time for non-compliance.
- c. In house CPDs are limited to 1x engagement per organization for the promotional period under which it is offered (September 2026-January 2027).
- d. The Attendee will be taken to have accepted this Agreement if the Attendee pays for any services provided by The Back Up; or attends CPD after receiving or becoming aware of this Agreement. It is linked to the CPD sign in prior to commencement.
- e. As part of the Attendee signup process, the Attendee may be required to provide personal information and details, such as the Attendee's email address, first and last name, billing and postal addresses, mobile phone number, and other information as determined as required by The Back Up.
- f. The Back Up may update any part of these In House CPD Terms and Conditions at any time without notice to the Attendee. The Attendee continuing to engage services provided by The Back Up following

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such an update will represent an agreement by the Attendee to be bound by the In House CPD Terms and Conditions as amended. The Attendee is encouraged to check the date at the top of the Terms and Conditions to see when The Back Up last updated the InHouse CPD Terms and Conditions.

- g. The Back Up may, in its absolute discretion:
 - (ii) refuse a Attendee's attendance to CPD; and/or
 - (ii) suspend or cancel the In House CPD, 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 attendee has paid any Fees payable in respect of such Services.
- B) The Attendee acknowledges and agrees that:
 - (ii) it is the Attendee'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 attendees;
 - (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 Attendee 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 ATTENDEE OBLIGATIONS

- A) (**General**) The Attendee must provide The Back Up with all documentation, information and assistance reasonably required for The Back Up to perform the Services.
- B) (**Capacity**) The Attendee 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 Attendee 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 Attendee must use trail equipment in accordance with manufacturer instruction. The attendee is responsible for seeking and understanding the manufacturer instruction. The Attendee 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 Attendee indemnifies The Back Up for such loss.
- E) (**Venue space and presentation equipment**) The Attendee must provide sufficient space and AV equipment at their location to conduct the presentation without fee or cost to The Back Up. Alternately, the attendee must book a community group session that is hosted by The Back up for multiple attendee groups. The Back Up is not liable for any loss, cancellation or refusal of any or all attendees arising from lack of appropriately booked space or equipment and the Attendee indemnifies The Back Up for such loss.
- F) (**Professional Conduct**) Attendees must act professionally, respectfully and considerately during work spaces, CPD sessions and equipment exploration. Breach of conduct may result in suspension or termination of booking or session at The Back Up's discretion. No refund for In House CPD will be provided for such termination.

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- G) (**Professional Compliance**) Attendees 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 sessions or bookings for non-compliance.
- H) (**Cyber Security and Confidentiality**) The Back Up endeavours to maintain secure platforms; however, Attendees are responsible for complying with their own workplace and professional cyber security and confidentiality obligations.
- I) (**Trial equipment Responsibility**) Attendees must inspect Trial equipment upon receipt to confirm that items are complete, safe and fit for purpose before use. Attendees 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.
- J) (**CPD and Session Cancellations**) Cancellation of In House CPD within 48 hours of presentation will not result in refund or remediation, it may result in forfeiture of any payment made at The Back Up's discretion. Cancellations within 5 working days may be re-scheduled with fee for reschedule determined based on impact to operations. The Back Up will aim to minimize this fee where feasible. Refunds with 5 working days are at the discretion of The Back up. Attendees must request refund via email. Cancellations with greater than 5 working days noticed may be rescheduled without fee. Refunds remain at the discretion of Back Up Therapy.
- K) (**General Advice Disclaimer**) Any information or advice given through The Back Up's education sessions, virtual workplaces or by other Attendees is general in nature. Each Attendee remains solely responsible for their own clinical reasoning, practice and client safety.
- L) (**Sharing**) The Attendee must not share their resources (including slides and resource book) or record CPD for distribution. Failure to comply with this requirement may result in the suspension or termination of attending future sessions and engagement with The Back Up.
- M) (**Venue Use**) The Attendee, while at any The Back Up venue or any venue provided access to as part of Back Up Services, 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 or drug while within the venue, or intending to enter the venue;
- N) (**Complaints**) If other The Back Up attendees make complaints against the Attendee, The Back Up reserves the right to, at their absolute discretion, investigate such complaints and suspend or terminate the Attendee's attendance to session if they deem necessary. No refunds or rescheduling will be afforded in this instance.
- O) (**Compliance with Laws**) The Attendee 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.

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5.0 PAYMENT AND FEES

5.1 ATTENDEE FEES

- (A) Attendee's need to pre-pay for attendance to in-house CPD sessions.
- (B) The price of attendance is 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) Payments are currently accepted by bank transfer or as otherwise stated on the Website and square platform.
- (D) Attendance fees 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 reschedule or refund (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 Attendee may have under the Australian Consumer Law.

5.2 INVOICES AND TAX

- A) If The Back Up issues an invoice, the Attendee 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.

5.3 PAYMENT PROVIDER

The Back Up may use third-party payment processors to collect payments such as Square platform. 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 CONFIDENTIALITY

- A) Except as contemplated by this Agreement, each party must not, and 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.

7.0 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. Attendees are granted a limited, non-exclusive, personal licence to use these materials for their own professional development during their Attendance. Attendees do not obtain any ownership or ongoing rights in The Back Up's intellectual property.
- B) For the purposes of this clause 8:

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- (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, resource books, 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. Attendees must not copy, reproduce, share access details, or use these materials for commercial purposes without written consent.

8.0 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 Attendee may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the services provided.

9.0 LIABILITY

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

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10.0 SUBCONTRACTING

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

11.0 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) Attendees 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 Attendee's consent and will always include an opt-out option.

12.0. 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 terms and conditions 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 12 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 12.

13.0 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 12(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.

14.0 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

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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.

15.0 GENERAL

15.1 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.

15.2 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.

15.3 AMENDMENTS

The Back Up may update these Terms from time to time. The latest version will be published on the Website and will apply to any future bookings after its effective date.

15.4 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.

15.5 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.

15.6 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.

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15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.11 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
- b. **(currency)** a reference to \$, or “dollar”, is to Australian currency, unless otherwise agreed in writing.