

Terms and Conditions

This is a legally binding agreement between you and McBent Pty Ltd (trading as VetPrac ABN 68 637 090 192) (**VetPrac**) setting out the terms and conditions upon which VetPrac will provide the Training Course.

1. Formation

Upon Registration to attend a Training Course, you accept and agree to be bound by these Terms and Conditions (**Agreement**).

2. Training Course

- (a) VetPrac will announce upcoming Training Courses on the Website, but VetPrac reserves the right to, at any time:
 - (i) cancel, postpone, modify or limit any aspect of the Training Course; and
 - (ii) refuse your attendance to the Training Course for any reason.
- (b) Places in the Zoom Rounds are strictly limited and will be filled on a first-come-first-served basis. The Training Courses have a minimum attendance of 12 attendees, and a maximum attendance of 30 attendees per class.
- (c) VetPrac is not responsible for failure to fulfil any obligations due to events beyond VetPrac's control, such as labour disputes, breakdown or interruption of services or transport, death or illness of a key person, war, fire, natural disaster or governmental orders.

3. Fees

- (a) All Fees must be paid in full at time of registration for the VetPrac Learn with Margie Zoom Rounds.
- (b) Unless specified otherwise, the Fees are exclusive of GST. If GST is payable on any supply made by us, you must pay an additional amount equivalent to the GST when that payment to VetPrac is due.

4. Cancellations

- (a) Fees are refundable for cancellations provided the cancellation is made in writing to VetPrac at least 45 days prior to the commencement date of the Training Course.
- (b) Bank transaction fees (1.7% +0.30c) associated with third party payment services will not be refunded when cancellations are made by the registrant. This fee is only associated with payments made by credit card, and not applicable to direct deposit or cheque payments.
- (c) Cancellations made up to 45 days prior to the commencement date of the Training Course will incur an administrative fee of 50% of the Fee.
- (d) Cancellations made up to 7 days prior to the commencement date of the Training Course are not refundable.
- (e) If you fail to attend the Training Course, VetPrac will not refund the Fees, give you a credit note or transfer you to another Training Course.
- (f) If VetPrac cancels the Training Course for any reason, VetPrac will refund you the Fee in full, but VetPrac will not be responsible for any travel, accommodation or any other expenses incurred by you. If on-campus accommodation is organised by VetPrac, the cost of this accommodation will be forfeited.
- (g) You may substitute your place in a Training Course with another attendee at any time and at no charge, provided the following are provided to VetPrac prior to the commencement of the Training Course:
 - (i) a written authorisation by you; and
 - (ii) the name and contact details of the substitute attendee.

5. Intellectual Property

- (a) All intellectual property rights in the Training Materials will belong to VetPrac or a third party. At no stage will the intellectual property rights in the Training Materials be transferred to you.

(b) All Training Materials provided and presented during the Training Course is for your sole use only and at your sole risk.

(c) The Training Materials and VetPrac's trade marks cannot be copied, reproduced or distributed in any form without VetPrac's prior consent.

6. Liability

VetPrac's total liability in connection with this Agreement and whether based upon warranty, contract, statute, tort (including negligence) will not exceed the Fees paid to VetPrac by you under this Agreement.

7. Privacy

- (a) VetPrac will not sell or rent your personal details to other organisations, but VetPrac will share them with the training partners, speakers and tutors of the Training Course only for the purposes of facilitating the Training Course and/or providing any ongoing teaching support in relation to such Training Courses.
- (b) The information collected through the Training Course registration process (such as your name, email address and contact number) is for the purposes of processing your Registration, creating and maintaining attendee records. Please contact VetPrac if you have any enquiries in relation to this.
- (c) You consent to VetPrac sending you emails informing you of VetPrac's upcoming Training Courses. You agree that VetPrac does not need to include an unsubscribe facility in every marketing communication sent to you by VetPrac. You can choose not to receive marketing information from us by contacting us.

8. General

- (a) The relationship between the parties is that of principal and independent contractor. Nothing in this Agreement will be taken as giving rise to a relationship of employment, agency or partnership.
- (b) This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes all prior communications.
- (c) This Agreement cannot be amended or varied except in writing and signed by the parties.
- (d) If any term or provision of this Agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this Agreement and the remaining terms and conditions will be unaffected.
- (e) This Agreement is governed by, and construed in accordance with the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

9. Definitions

Fee means the fee for the Training Course, as specified on the Website;

GST means the tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* and *A New Tax System (Goods and Services Tax) Transition Act 1999* and related tax imposition Acts of the Commonwealth of Australia;

Registration means registration to a Training Course which can be completed: (i) via the Website; (ii) by faxing a registration form to VetPrac; or (iii) by contacting VetPrac by telephone and completing registration via telephone.

Training Course means the veterinarian training courses organised and managed by VetPrac or VetPrac's representatives from time to time;

Training Materials mean the materials provided to you, including equipment and instruments, handouts and notes; and

Website means www.vetprac.com.au and www.vetprac.com.