



MENTOR 2 MENTOR

## **TERMS AND CONDITIONS**

### **1. Terms and Conditions**

#### **1.1. Application**

These Terms and Conditions apply to the provision of Mentoring Services by Mentor2Mentor to the Client.

#### **1.2. Acceptance**

The Client must provide written confirmation of their acceptance of these Terms and Conditions to Mentor2Mentor prior to their participation in the Network Mentoring Package or attendance at any Network Mentoring Sessions.

#### **1.3. Authority to Amend**

No person other than the Head Chair of Mentor2Mentor has authority to amend, vary or waive these Terms and Conditions on behalf of Mentor2Mentor.

#### **1.4. Interpretation**

Capitalised terms used in these Terms and Conditions have the meaning given in clause 10 unless the context otherwise requires.

### **2. Supply of Mentoring Services**

#### **2.1. Supply of Services**

2.2. Mentor2Mentor agrees to provide to the Client the Mentoring Services, subject to these Terms and Conditions and in consideration of which the Client will pay the Mentoring Fee.

### **3. Bookings**

#### **3.1 Inquiry Form**

- a) The Client may request the provision of Mentoring Services by contacting the offices of Mentor2Mentor either by phone, email or by submitting a request via the Website and providing their contact details.
- b) Upon receipt of an Inquiry a Mentor2Mentor Representative will contact the Client by telephone using the contact details provided by the Client. By submitting the Inquiry, the Client authorises and requests Mentor2Mentor to contact the Client to discuss the inquiry and the Client's interest in purchasing Mentoring Services. The purpose of this contact is to

discuss the Client's specific requirements for Mentoring Services and, if the Client wishes to purchase an Initial Session, to:

- (i) Confirm the details of the Initial Session;
  - (ii) Schedule the Network Mentoring Sessions for the Initial Session;
  - (iii) Receive direct debit payment from the Client for the fee or agree on alternative arrangements for payment of the fee.
- c) Submission of an Inquiry creates no obligation on the Client to acquire, nor on Mentor2Mentor to provide, any Mentoring Services.

### **3.2. Confirmation**

- a) If the Client and Mentor2Mentor agree to proceed with Network Mentoring, the Mentor2Mentor Representative will issue a Confirmation to the Client by email.
- b) The Confirmation will include details of the Network Mentoring, including the time, date and location of the Initial Session and each additional Session to which the Client has committed.
- c) The Confirmation will also include a tax invoice for the Mentoring Fee.

### **3.3. Payment**

- a) The Client is required to make payment of the Mentoring Fee by direct deposit to Mentor2Mentors' nominated account within 7 days of a tax invoice being issued by Mentor2Mentor.
- b) A tax invoice will be issued:
  - (i) for the Initial Session; and
  - (ii) for each Additional Session that the Client attends or commits to attend.
- c) If the Mentor2Mentor Representative agrees to receive payment of the Mentoring Fee by an alternative method:
  - (i) The Client must make payment by the agreed method within 7 days and must provide evidence of the payment to Mentor2Mentor;
  - (ii) No Network Mentoring Session will be scheduled within the following 7 days;
  - (iii) The Confirmation will be issued on a conditional basis, subject to receipt of the fee; and
  - (iv) If payment of the fee is not received in full within 7 days, Mentor2Mentor may cancel the Clients' participation in the Network Mentoring Sessions and notify the Client in writing that Mentor2Mentor will not provide the Mentoring Services to the Client until payment is received.

## **4. GST**

- a) The parties acknowledge and agree that no GST applies to the Fees unless otherwise stated.
- b) If GST is imposed on any supply made by Mentor2Mentor pursuant to these Terms and Conditions, subject to Mentor2Mentor providing a valid tax invoice, the Client must pay, in addition to any fees for such supply (unless those fees already include GST), an additional amount equivalent to the GST payable.

## **5. Network Mentoring Sessions**

### **5.1. Commencement and Duration**

- (a) Network Mentoring Sessions are conducted on a monthly basis and include one in person Session and one online Session each month.
- (b) If the Client fails to attend any Session, Mentor2Mentor is not obliged to refund any portion of the fee for that session.
- (c) Prior to attending the Initial Session each Client must sign and agree to the Mentor2Mentor the terms of the non-disclosure agreement provided to it by Mentor2Mentor. The Client is liable for their own actions and the actions of any Client Attendee who attends on their behalf in relation to the Clients' obligations under the non-disclosure agreement.
- (d) The Client must ensure that no Client Attendee does or omits to do anything which, if done or omitted to be done by the Client, would constitute a breach of these Terms and Conditions.

### **5.2. Primary Contact**

- (a) If the Client is a company, partnership or other organisation, it must nominate an individual as the primary contact person.

## **6. Disclaimer**

### **6.1. Suitability of Services**

To the maximum extent permitted by Law, the Client acknowledges and agrees that:

- (a) Mentor2Mentor does not warrant or guarantee any outcomes, or the suitability of, the Mentoring Services for any purpose;
- (b) Any advice or other information provided by Mentor2Mentor is not to be taken as legal, financial or insurance advice, and the Client will:
  - (i) Seek independent legal, financial or insurance advice from a suitably qualified advisor or institution, and will ensure that each Client Attendee seeks such advice, before implementing or applying any of the advice or information provided by Mentor2Mentor; and
  - (ii) Indemnify Mentor2Mentor from and against any loss or damage arising as a result of the Client's, or any Client Attendee's, failure to obtain independent legal, financial or insurance advice in accordance with clause 6.1(b)(i); and
- c) Mentor2Mentor will not provide the Client or any Client Attendee with any financial product advice or other information that would require Mentor2Mentor to hold an Australian Financial Services Licence (**AFS Licence**), and Mentor2Mentor is not required to hold an AFS Licence to provide the Mentoring Services.

### **6.2. Release**

The Client acknowledges and agrees that Mentor2Mentor is not liable for, and the Client releases, and must procure that each Client Attendee releases, Mentor2Mentor from any Claims relating to:

- (a) Any failure, error, omission or interruptions in the availability or quality of the internet, telecommunications systems or other technology during a Session;
- (b) Any interference, loss or damage to any data, computer system, mobile device or any other property arising as a result of or in connection with the provision of the Mentoring Services; or
- (c) Any reliance on any information, document, advice or other materials provided by Mentor2Mentor on the Website or in connection with the Mentoring Services.

### **6.3. Exclusion of liability**

To the maximum extent permitted by Law and subject to clause 7:

- (a) Mentor2Mentor will not be liable for, and the Client and each Client Attendee waives any right it has to claim, any loss of income, loss of profit, production, contract, customers, goodwill, opportunity or business, or any indirect, special or consequential loss or damage of any nature whatsoever arising under or in connection with the Mentoring Services or these Terms and Conditions, whether in contract, tort (including negligence), under statute, in equity or otherwise; and
- (b) Mentor2Mentor's aggregate liability to the Client and all Client Attendees arising out of, or in connection with, the Mentoring Services is capped at an amount equivalent to the Network Mentoring Fee.

## **7. Australian Consumer Law**

- (a) Nothing in these Terms and Conditions, except as expressed otherwise in clause 7(b), will be construed as excluding, restricting or modifying any Consumer Guarantee.
- (b) Mentor2Mentor's liability to comply with a Consumer Guarantee is limited, at the sole discretion of Mentor2Mentor, to supplying the Mentoring Service again or payment of the costs of having the Mentoring Service supplied again.
- (c) Clause 7(b) does not apply if the Client establishes that it would not be fair and reasonable for Mentor2Mentor to rely on it.

## **8. Intellectual Property and Privacy**

### **8.1. Intellectual Property**

The Client acknowledges and agrees that Mentor2Mentor will retain ownership of all Intellectual Property created as a result of or in connection with the Mentoring Services.

### **8.2. Privacy**

- (a) Subject to the terms of the Privacy Policy, Mentor2Mentor will only collect personal information from the Client for the purpose of:
  - (i) Providing the Mentoring Services;

- (ii) To the extent permitted by law, notifying the Client of other services provided by Mentor2Mentor and other parties which may be of interest to the Client (subject to the Client's right to opt out of such communications); or
  - (iii) Providing information to the Client which Mentor2Mentor believes may be useful or relevant to the Client's business having regard to the Client's acquisition of the Mentoring Services.
- (b) The Client gives Mentor2Mentor permission to collect and store any personal details and other information provided by the Client in connection with the Mentoring Services, in accordance with the Privacy Policy.
- (c) The Client undertakes to obtain the consent of each Client Attendee to the collection, use and storage of information about the Client Attendee in the manner described in this clause 8.2 and promises to Mentor2Mentor that it will not permit any Client Attendee to participate in any Session or any part of the Mentoring Services unless they have given that consent.

## 9. Confidential Information

A Recipient must not use or disclose the Discloser's Confidential Information unless:

- (a) The Discloser gives its written consent to disclosure or use of the information;
- (b) The use or disclosure is required by law; or
- (c) The use or disclosure is required for the purpose of performing the Mentoring Services.

## 10. Definition and Interpretation

In these Terms and Conditions, unless the contrary intention appears, the following words have the following meanings:

<b>Term:</b>	<b>Definition:</b>
<b>ACL</b>	The Australian Consumer Law contained in Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth).
<b>Additional Session</b>	A Session booked by the Client in addition to an Initial Package.
<b>Business Day</b>	A day which is not a Saturday, Sunday, public or bank holiday in Sydney, New South Wales.
<b>Claim</b>	Includes any allegation, action, demand, cause of action, suit or proceeding, howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at Law, in equity, under statute or otherwise.
<b>Client</b>	The person who submits an Inquiry Form or who is named as the Client in the Confirmation.
<b>Client Attendee</b>	\$1(a) if the Client is an individual, the Client; and \$1(b) each individual authorised or permitted by the Client to attend a Session.

<b>Mentor</b>	The individual nominated by the Mentor2Mentor Representative and accepted by the Client to provide a Mentoring Services.
<b>Mentoring Fee</b>	The fee payable by the Client for the Mentoring Services, as published on the Website and confirmed to the Client at the time of purchasing an Initial Package or Additional Session and which will be set out in the relevant Confirmation.
<b>Network Mentoring Mentoring Services Session</b>	A package of Sessions to be provided to the Client, including an Initial Package and any Additional Sessions. The provision of business coaching advice to the Client for the purpose of improving the conduct of the Client's business. Any session for the provision of Mentoring Services at a designated time and date, as booked by the Client under these Terms and Conditions and set out in a Confirmation, subject to any rescheduling in accordance with these Terms and Conditions.
<b>Confidential Information</b>	Information provided by or on behalf of a Party ( <b>Discloser</b> ) to the other Party or any of its representatives ( <b>Recipient</b> ) in relation to the Mentoring Services and which: <ul style="list-style-type: none"> <li>(a) is communicated by the Discloser as being confidential;</li> <li>(b) is by its nature, confidential;</li> <li>(c) relates to the business affairs or operating processes of the Discloser; or</li> <li>(d) the Recipient knows or ought to know is confidential, but does not include information which: <ul style="list-style-type: none"> <li>(e) is already known by the Recipient without breach of any obligation of confidentiality; or</li> <li>(f) is in or becomes in the public domain other than through a breach of these Terms and Conditions by the Recipient.</li> </ul> </li> </ul>
<b>Confirmation</b>	The confirmation issued by Mentor2Mentor for a Network Mentoring Session in accordance with clause 3.2 or for an Additional Session in accordance with clause 3.5.
<b>Consumer</b>	A customer that is a consumer, as that term is defined in the ACL, in respect of the particular supply of Mentoring Services.
<b>Consumer Guarantee Corporations Act</b>	A guarantee relating to the supply of goods or services to Consumers provided by Division 1 of Part 3-2 of the ACL. <i>Corporations Act 2001</i> (Cth).
<b>GST</b>	Any tax, levy, charge or impost generally imposed pursuant to the <i>New Tax System (Goods and Services Tax) Act 1999</i> , or any other Act of Parliament of the Commonwealth of Australia, which the

	parties are obliged to pay in respect of the supply of the Mentoring Services.
<b>Head Chair</b>	Means the principal chairperson of the Mentor2Mentor business, in their role as owner and operator of the business.
<b>Initial Session</b>	The initial Session that the Client books with Mentor2Mentor in accordance with these Terms and Conditions.
<b>Inquiry</b>	An inquiry or business request relating to the Mentoring Services.
<b>Intellectual Property</b>	Trademarks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.
<b>Mentor2Mentor</b>	The service provider, Mentor2Mentor (ABN 12 907 016 182)
<b>Mentor2Mentor Representative</b>	An authorised representative of Mentor2Mentor.
<b>Law</b>	Any law, regulation, authorisation, ruling, judgment, order or decree of any government agency and any statute, regulation, proclamation, ordinance or by-law.
<b>Privacy Policy</b>	Mentor2Mentor's privacy policy published on the Website, as amended from time to time.
<b>Rescheduling Request</b>	A request by the Client made in accordance with clause 3.4 to reschedule a Network Mentoring Session
<b>Website</b>	<a href="http://www.mentor2mentor.com.au">http://www.mentor2mentor.com.au</a>

## 10.2 Governing Law

These Terms and Conditions are governed by and must be construed in accordance with the Laws of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of these Terms and Conditions.