# Dale Carnegie Australia Terms and Conditions

Engagement Specialists of Australia (NSW) Pty Ltd, ABN 53 617 069 360

## Part A: Terms for all programs

**A1. Who we are**

"We", "us" and "Dale Carnegie Australia" mean Engagement Specialists of Australia (NSW) Pty Ltd (ABN 53 617 069 360), Suite 10.02, Level 10, 201 Miller Street, North Sydney NSW 2060. We are an independently owned licensee of Dale Carnegie & Associates, Inc. ("DC&A"). Our obligations under these terms are ours alone and not those of DC&A or any other Dale Carnegie licensee.

"You" or "the Client" means the person or organisation booking a program. "Participant" means anyone attending. "Program" means any training, coaching, workshop, assessment or related service we provide, in person or live online. A "session" is a block of delivery on one day or on consecutive days, so a two-day course is one session. Delivery on separate dates counts as separate sessions.

**A2. How these terms work**

Part A applies to every program. Part B also applies to public programs (open enrolment courses anyone can register for). Part C also applies to in-house programs (programs delivered for one organisation). Part D also applies to programs for participants under 18. If a proposal or other document agreed in writing by both of us (including by email) says something different, that document takes priority on that point. Terms published by DC&A on dalecarnegie.com do not apply to programs booked with us.

**A3. Acceptance**

You accept these terms when you register online, accept a proposal (including electronically), sign an agreement, confirm a booking in writing (including by email) or pay all or part of an invoice, whichever happens first. Paying all or part of an invoice after receiving a proposal also counts as accepting that proposal.

**A4. Fees and payment**

All fees are in Australian dollars and exclude GST unless stated. GST applies at the prevailing rate. Payment is due within 14 days of the invoice date, or before any work or first session begins, whichever is sooner. Please raise any invoice query in writing within 14 days of the invoice date.

If a payment is overdue, we will contact you to sort it out, and we may pause delivery and hold certificates until it is received. If an invoice is still unpaid 14 days after its due date, we may give you written notice. If it remains unpaid 7 days after that notice, we may treat the booking as cancelled by you, and the cancellation fees in B2 or C4 apply as if you had cancelled on the date the invoice was due, measured against the session dates in place on that date. Any amounts already paid are put towards those fees first, and anything left over is refunded.

**A5. Facilitators and delivery**

Programs are delivered by certified Dale Carnegie facilitators, who may be our employees or contractors. We remain responsible for their work. If a named facilitator becomes unavailable, we will provide an equally qualified replacement and let you know.

For live online sessions, participants need a reliable internet connection, a camera and a microphone. Participants must not record, transcribe or capture any session, including with AI note-takers or automated transcription tools, without our written consent. Handwritten notes for personal use are fine. We record sessions only for facilitator quality and resolving disputes, where recording is part of the program itself (for example, filmed presentations used for feedback in High Impact Presentations), or where agreed in writing with an in-house client, and we tell participants beforehand.

**A5A. Pausing or stopping a program**

If a venue or site is unsafe, or a client or participant seriously breaches these terms (for example through harassment or abusive behaviour), we may pause the affected session straight away. We will then tell you in writing what needs to change and give you a reasonable chance to fix it. If it is not fixed, we may cancel the affected sessions, and this is treated as a cancellation by you under B2 or C4.

**A6. Confidentiality**

We each agree to keep the other's confidential information private and use it only for the program. This includes our fees, proposals and materials, and your business and participant information. This does not apply to information that is already public or that the law requires us to disclose.

**A7. Materials and intellectual property**

All training materials, methods, tools and content are owned by DC&A, by us, or by the third-party suppliers named in them. We grant you and your participants a non-exclusive, non-transferable licence to use the materials for the program only. Materials must not be copied, shared, sold, adapted or loaded into any software or AI tool without our written consent.

Your own information and materials remain yours. You allow us to use them only to prepare and deliver your program.

**A8. Reasonable adjustments**

With advance notice, we will make reasonable adjustments for participants with a disability, impairment or specific learning need. Please tell us when booking.

**A9. Certificates**

Where a program includes a Dale Carnegie certificate, participants receive it when all fees are paid, they attend the full program, they take an active part in sessions, and they complete any required assignments. Make-up sessions are available at our discretion.

**A10. Your rights under Australian Consumer Law**

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these terms excludes, restricts or changes those rights.

**A11. Limits on our liability**

To the extent the law allows:

- our total liability to you for anything connected with a program is limited to the fees you paid for that program
- where the program is not of a kind ordinarily acquired for personal or household use, our liability for failing to meet a consumer guarantee is limited to supplying the services again or paying the cost of having them supplied again
- we are not liable for indirect or consequential loss, including loss of profit or opportunity
- we are not responsible for personal belongings brought to a session or venue.

Results depend partly on participants' own effort and their workplace, so we cannot guarantee any particular outcome. Nothing in this clause limits liability for death or personal injury caused by our negligence, or for fraud.

**A12. Privacy**

We collect participants' names, contact details, role, employer, attendance and assessment results. We use them to deliver and administer programs, issue certificates, improve our programs and, where permitted, tell people about future programs. We handle personal information in line with the Australian Privacy Principles.

Our records are kept in Salesforce and other systems we use to run programs. Some of these systems are shared across the Dale Carnegie network and hosted in the United States and other countries. DC&A can access participant records for certification and quality purposes and handles them under its own privacy notice (dalecarnegie.com/en/privacy-policy), and some of our service providers may store data overseas. We do not sell personal information. We keep it only as long as we need it for these purposes or the law requires, then delete or de-identify it.

If you give us details of other people (for example, your staff), you confirm you are allowed to share them for this purpose. Our privacy policy is available on our website or on request. Questions, access requests and complaints go to programcoordinatorau@dalecarnegie.com. If you are not satisfied with our response, you can contact the Office of the Australian Information Commissioner at oaic.gov.au.

**A13. Communications**

We will send participants messages about the program they are attending. We will only send information about other programs where the person has agreed to receive it or the law otherwise allows, and every message includes a way to unsubscribe.

**A14. Our facilitators**

During a program and for 12 months after it ends, you agree not to engage or employ, directly or through anyone else, any facilitator (employee or contractor) introduced to you through the program, without our written agreement.

**A15. Events beyond our control**

Neither of us is responsible for delays or failures caused by events outside our reasonable control, such as severe weather, illness, natural disasters, public health orders or major transport or technology outages. If this affects a session, we will offer a new date or live online delivery. If we cannot deliver within a reasonable time, we will refund fees paid for the sessions not delivered, less the cost of design, customisation, preparation and materials already completed and any expenses we cannot recover.

**A16. Changes to these terms**

We may update these terms from time to time. The version in place when you book applies to that booking. If dates are rescheduled, the version in place when the new dates are agreed applies to them, and we will send you a copy if anything has changed. If either of us does not enforce a term on one occasion, or we reduce or waive a fee as a goodwill gesture, that does not waive the term or fee for the future.

**A17. Governing law**

These terms are governed by the laws of New South Wales. We each submit to the jurisdiction of the courts of New South Wales and the Federal Court of Australia.

**A18. Complaints**

If you are unhappy with any part of a program, please tell your facilitator or consultant, or email programcoordinatorau@dalecarnegie.com. We will acknowledge your complaint within 5

business days and aim to resolve it within 20 business days. If you are not satisfied with the outcome, you can contact NSW Fair Trading, or the OAIC for privacy matters.

**A19. Participants under 18**

Where a participant is under 18, a parent or guardian must accept these terms on their behalf and consent to any recording or photography. We collect only the personal information we need to run the program and will tell the parent or guardian how it is used. Facilitators working with participants under 18 hold a current NSW Working with Children Check.

# Part B: Public programs

**B1. Registration**

A place is confirmed once we receive payment or a purchase order we have accepted. If an employer pays for a participant, the employer is the Client.

**B2. If you cancel**

Please cancel in writing to programcoordinatorau@dalecarnegie.com or your consultant. The fee depends on how much notice you give before the first session. These are the maximum fees we may charge to cover costs already incurred, and we may charge less.

| Notice before the first session | Maximum cancellation fee |
|---|---|
| 21 or more business days | 25% of the program fee |
| 11 to 20 business days | 50% of the program fee |
| 10 or fewer business days | 100% of the program fee |

Business days exclude weekends and NSW public holidays. No refund is available once a participant has attended any part of the program.

**B3. Sending someone else**

You can send another person in your place at no cost if you tell us at least 3 business days before the first session.

**B4. Moving to a later program**

You can ask to move to a later scheduled program, subject to availability. The move must be to a program starting within 12 months of the original start date, and each booking can be moved once. These maximum fees apply:

| Notice before the first session | Maximum transfer fee |
|---|---|
| 21 or more business days | 5% of the program fee |
| 11 to 20 business days | 10% of the program fee |
| 10 or fewer business days | 25% of the program fee |

**B5. If we change or reschedule a program**

We may reschedule a program if numbers are too low to give participants a good experience, or change the venue, dates or format (in person or live online) where needed. We will tell you as early as we can, and at least 5 business days before the first session where the change is due to numbers.

If we reschedule or cancel, you choose between moving to the new date or another program at no cost, or a full refund.

**B6. Refunds**

We pay refunds within 30 days of the cancellation or change, to the account that paid.

**B7. Travel and accommodation**

Travel and accommodation are your responsibility. We will confirm each program is going ahead at least 10 business days before it starts, so please avoid non-refundable bookings before then.

**B8. Not for resale**

Places on public programs are for the person registered or their substitute under B3. They must not be resold.

## Part C: In-house programs

**C1. The proposal**

Your proposal sets out the scope, deliverables, fees and any payment schedule (for example, a deposit on acceptance). Where we book a program without a proposal, our invoice or written booking confirmation does the same job. Together with these terms, it forms our agreement. Prices are valid for 30 days from the proposal date.

**C2. Purchase orders and supplier terms**

Terms printed on or attached to a purchase order, or in your supplier portal, do not apply unless we agree to them in writing. Only our directors and authorised managers can agree to other terms on our behalf.

**C3. Scheduling**

Session dates and times are agreed in writing. Once agreed, we will not change them without consulting you first, except under A5, A5A or A15.

**C4. If you cancel or reschedule**

Please give notice in writing to your consultant, and talk to us as early as you can, as there is usually more we can do with more notice. Fees are a percentage of the program fee, based on notice before the first session affected:

| **Notice before the session** | **Cancellation fee** | **Rescheduling fee** |
|---|---|---|
| 30 or more business days | 25% of the program fee | No fee |
| 15 to 29 business days | 50% of the program fee | No fee |
| Fewer than 15 business days | 100% of the program fee | 25% of the program fee |

Any facilitator travel or accommodation already booked and not recoverable is also payable. Where the cancellation fee is less than 100%, design and preparation work already done is also payable, at the rates in the proposal or otherwise as a reasonable fee for the work done. The total never exceeds the program fee plus that travel and accommodation.

If you cancel or move only part of a program, the fees above apply only to that part. We use the price for that part shown in your proposal or, if it is not shown separately, a fair share of the program fee based on days of delivery. Kick-off and follow-up sessions of half a day or less have no separate fee.

Moving a session does not change the payment schedule in your proposal, unless we agree otherwise in writing.

Each session can be rescheduled once, to a date within 6 months of the original date. If you need to move it again, or a new date has not been agreed within that time, we will talk with you about the options first. If we cannot agree a way forward within 10 business days, the session is treated as cancelled, the cancellation fee is based on notice before the original session date, and any rescheduling fee already paid is deducted.

**C5. If we cancel or reschedule**

No fee applies. We will agree a new date with you. If we cannot agree a new date, we will refund what you have paid for the part of the program not delivered.

**C6. Participants**

You can substitute participants at no cost with at least 3 business days' notice before a session.

**C7. Venue, equipment and safety**

Unless the proposal says otherwise, you provide a suitable venue, audio-visual equipment and catering, and a safe environment for participants and our facilitators, including any site induction. For delivery outside Greater Sydney, facilitator travel and accommodation are charged at cost and agreed in advance.

**C8. Changes to scope**

If you ask for changes that need extra preparation or delivery time, we will agree the extra fee with you in writing before starting the work.

**C9. Customised content**

Where we tailor content for your organisation, the tailored version remains our intellectual property, as it is built on DC&A materials. You may use it within your organisation for the program under the licence in A7. Your own information, data and branding included in it remain yours.

# Part D: Youth programs

Part D applies, alongside Parts A and B, to programs for participants under 18, including Generation.Next.

**D1. Bookings**

A parent or guardian books the place, or a participant books it with a parent or guardian accepting these terms on their behalf (A19).

**D2. Information we need**

Before the program, we ask the parent or guardian for an emergency contact and any medical conditions, allergies, medication or support needs we should know about. We collect this with their consent, use it only to keep the participant safe, share it only with the facilitators and first aiders who need it, and delete it after the program.

**D3. Arrival and collection**

Participants sign in on arrival and sign out when they leave. They are collected by a parent, guardian or adult nominated in writing, unless a parent or guardian has told us in writing that the participant may leave on their own.

**D4. Behaviour**

We expect participants to treat others with respect. If a participant's behaviour puts themselves or others at risk, we will speak with their parent or guardian, and in serious cases we may ask the participant to leave the program.

**D5. Photos and filming**

Some activities are filmed so participants can watch their own progress (A5). We only film a participant with parent or guardian consent, and recordings are deleted after the program. Photos are used in our marketing only where a parent or guardian has separately agreed.

**D6. Child safety**

Our facilitators hold a current NSW Working with Children Check and follow our child safe code of conduct. They do not have one-to-one contact with participants out of sight of others, and do not contact participants through private messages or social media. Concerns about a participant's safety or a facilitator's conduct can be raised with our child safety contact at programcoordinatorau@dalecarnegie.com.

**D7. Communications**

We send program information to both the parent or guardian and the participant. Any information about future programs goes to the parent or guardian only.