



All speaking engagements and workshops booked with the Alannah & Madeline Foundation are bound by the following terms and conditions.

1. Key terms

- 1.1. "The Foundation": refers to the Alannah & Madeline Foundation.
- 1.2. "Customer": refers to the organisation or individual that has employed the workshop or presentation services of the Foundation.
- 1.3. "Booking": refers to the details of the workshop or presentation requested.
- 1.4. "Booking form": refers to the form provided by the Foundation to the customer upon enquiring about the services of the Foundation.
- 1.5. "Facilitator": refers to the individual delivering the session on behalf of the Foundation.
- 1.6. "Session": refers to the actual workshop or presentation.
- 1.7. "Participants": refers to the individuals who attend the session/s.

2. Responsibilities of the Alannah & Madeline Foundation

- 2.1. The Foundation will confirm the details of a booking with the customer within two business days of receiving the booking form.
- 2.2. The Foundation reviews the session material on a regular basis and uses all reasonable endeavours to ensure, at the relevant time of the applicable review, that the relevant material reflect then-current good practice.
- 2.3. The Foundation will provide an invoice to the customer for the quoted price with a 14 day payment period once the booking form has been returned.
- 2.4. If for some unforeseen reason the Foundation needs to cancel a booking the customer will be contacted as soon as possible and an alternative date confirmed within two business days. If the customer cannot accommodate the booking on an alternative date the booking can be cancelled and the customer's payment refunded by the Foundation in full.
- 2.5. If applicable, the Foundation must provide the customer with any resources supplied as part of the session electronically prior to the booking date.

3. Responsibilities of the customer

- 3.1. The customer must pay the invoice in full within the 14 day payment period.
- 3.2. The customer must provide any changes to the information provided on the booking form to the Foundation no later than 7 working days prior to the date of the booking.
- 3.3. The customer must provide, to the best of their ability, the Foundation with the number of participants in each session within 3 working days.
- 3.4. If the customer cancels the booking once the booking form has been returned they will be charged a 5% administration fee in addition to any costs already incurred by the Foundation such as travel costs.
- 3.5. If the customer modifies a booking once the booking form has been returned they will be charged for any costs relating to the modification such as costs to change travel.
- 3.6. Some workshops might trigger unforeseen issues for some participants. The customer must ensure the correct supports are available to participants that might experience such an event.
- 3.7. The customer must inform participants that the session content presented by the facilitator is the intellectual property of the Foundation.
- 3.8. Customers must not alter any of the session materials provided without the Foundation's prior written consent.
- 3.9. Customers must not video tape, audio record or take photographs of the session content and ensure participants are made aware of such.

- 3.10. The customer must ensure that sessions who have participants under the age of 18 or who fall within their duty of care are properly supervised during sessions.

4. Intellectual property and liability

- 4.1. Participants are welcome to use the messages from the session, however the Foundation limits the presentation of specific activities and content to the facilitator.
- 4.2. Some session materials are not prepared by the Foundation and access to websites and resources that are not under the Foundation's control or maintained by the Foundation. As such, the Foundation cannot provide any assurances in respect of whether the materials are changed, maintained and/or kept up to date, or whether the materials do not infringe the intellectual property rights or any other rights of any person.
- 4.3. To the maximum extent permitted by law, in no event shall the Foundation, its employees, officers, representatives and directors be liable for any loss of revenue, lost management time, savings, contracts, investment, goodwill, data, or penalties, fines, or for special, indirect or exemplary damages, costs, expenses, or losses (including without limitation for negligence).