

## Speakers' Corner Australia – Terms and Conditions

### 1 General

1. Speakers' Corner Australia delivers recreational debating and public speaking classes for the purpose of providing school students with an enjoyable and creative extra-curricular activity.
2. You (**the Purchaser**) wish to enrol your child (**the Student**) into debating and public speaking classes provided by Speakers' Corner Australia.
3. All Services provided to the Student by Speakers' Corner Australia are subject to these Terms and Conditions. These Terms and Conditions are binding on the Student, the Purchaser and Speakers' Corner Australia (together, **the Parties**).
4. The Purchaser and Student acknowledge and agree that Speakers' Corner Australia's employees, agents, directors, consultants, or contractors may be entitled to benefits under these Terms and Conditions. Speakers' Corner Australia holds on trust for such people, jointly and severally, the benefits conferred by these Terms and Conditions.
5. The Purchaser acknowledges and agrees that their obligations, responsibilities, and liabilities under these Terms and Conditions are separate and independent from the Student's obligations, responsibilities, and liabilities. The Purchaser shall remain fully responsible for their compliance with these Terms and Conditions, regardless of any determination regarding the Student's obligations under these Terms and Conditions.
6. By the Student's participation in debating and public speaking classes with Speakers' Corner Australia (and the Purchaser allowing the Student to participate in such classes), the Student and Purchaser are deemed to have accepted these Terms and Conditions.
7. These Terms and Conditions supersede any prior agreement between the parties.
8. These Terms and Conditions will be made publicly available on Speakers' Corner Australia's website.
9. These Terms and Conditions subject to consumer protection laws, including the Competition and Consumer Act 2010 (Cth) and other applicable Australian consumer protection laws and regulations.

### 2 Services

1. Speakers' Corner Australia will provide debating and public speaking classes to Students, which are primarily designed to provide an enjoyable extra-curricular activity for its students. As part of its Services, Speakers' Corner Australia may also offer access to debating and public speaking competitions to Students.
2. The specific dates for classes will be determined by Speakers' Corner Australia, taking into consideration the convenience and availability of the participants.
3. Payment for Services shall be made using any method agreed upon by Speakers' Corner Australia, at its absolute discretion.
4. Speakers' Corner Australia will issue an invoice for the Services, specifying a due date for payment. Failure to make payment by the due date may result in the immediate removal of the student from the class. In such cases, the Purchaser will be held responsible for the full payment of classes already provided. The Purchaser acknowledges and accepts that Speakers' Corner Australia expects payment for the services it renders.
5. Speakers' Corner Australia may replace a Coach for any Class in its absolute discretion. Speakers' Corner Australia will make all reasonable endeavours to ensure that any replacement Coach is of a suitable quality for the Services.
6. The Purchaser and Student agree that the provision of Speakers' Corner Australia's Services is strictly limited to the scheduled class time.
7. Speakers' Corner Australia reserves the right to cancel or reschedule classes in exceptional circumstances, such as unforeseen events, coach unavailability, or circumstances beyond its control.
8. The Purchaser and Student grant Speakers' Corner Australia the right to capture and use photographs, videos, or other media featuring the student during classes or related events for promotional purposes, including but not limited to the organisation's website, social media, and marketing materials. If the Purchaser or Student does not consent to this, they must notify Speakers' Corner Australia in writing.

### **3 Refunds and Credits Policies**

1. The Purchaser and Student acknowledge that Speakers' Corner Australia may cancel the Services class at any time.
2. Where the Services are cancelled, Speakers' Corner Australia may in its absolute discretion provide a credit for future classes, or a reimbursement for payment made.

3. If the Student is unable to attend a class, the Purchaser should provide Speakers' Corner Australia with at least 48 hours notice of non-attendance.
4. Where the Student is unable to attend a class, and notice has been provided in accordance with these Terms and Conditions, Speakers' Corner Australia will provide a credit for future classes.
5. Where the Student is unable to attend a class, and notice has not been provided in accordance with these terms and conditions, the Purchaser acknowledges that Speakers' Corner Australia will not be obliged to provide any credit or refund.

#### **4 General Warranties and Indemnities**

1. The Purchaser warrants to Speakers' Corner Australia that they are the parent or legal guardian of the Student. These Terms and Conditions shall remain binding and enforceable as between the Purchaser and Speakers' Corner Australia, irrespective of whether they are held not to be binding on the Student.
2. The Purchaser warrants to Speakers' Corner Australia that it will inform Speakers' Corner Australia of any medical conditions, allergies or special requirements that may be relevant to the Students participation in the Services. , its directors, employees, contractors, consultants or agents from and against any and all losses, damages, claims, liabilities, costs, and expenses incurred by Speakers' Corner Australia in connection with any failure by the Purchaser to comply with this warranty.
3. Where the Services are provided in-person, the Purchaser warrants to Speakers' Corner Australia that the Student will be picked up from the location where the Services are being provided by the scheduled end time of the class.
4. The Purchaser agrees to indemnify and hold harmless Speakers' Corner Australia, its directors, employees, contractors, consultants or agents from and against any and all losses, damages, claims, liabilities, costs, and expenses incurred by Speakers' Corner Australia in connection with any failure by the Purchaser to promptly pick up the Student by the time the class has ended. The Purchaser's obligation to indemnify Speakers' Corner Australia under this clause shall survive the termination or expiration of these Terms and Conditions.
5. The Purchaser acknowledges that Speakers' Corner Australia leverages its experience to maintains a network of high-quality Coaches and has invested in the training and development of its Coaches. The Purchaser warrants that it will not

attempt to independently engage Speakers' Corner's Coaches to provide debating and public speaking coaching services to a Student outside the scope of these terms and conditions. This warranty will survive for a 12-month period following the termination of this agreement.

6. The Purchaser acknowledges that communications from Speakers' Corner Australia will be directed to the email address used by the Purchaser when enrolling the Student to Speakers' Corner Australia's Services. The notification of any amendments to these Terms and Conditions will be via an email sent to such an email address.

## **5 Risks and Liabilities**

1. Speakers' Corner shall maintain a Child Safety Policy and comply with such a policy.
2. Speakers' Corner Australia will review its Child Safety Policy as required in its reasonable discretion at reasonable intervals.
3. Speakers' Corner will complete a Working With Children Check for all of its Coaches and provide them with information on their child safety obligations.
4. Notwithstanding anything in clause 5.1 to 5.3, the Purchaser and Student acknowledge that there may be Child Safety Risks associated with the provision recreational debating and public speaking classes to school children. The Purchaser and the Student accept all such risks associated with the provision of debating and public speaking classes by Speakers' Corner Australia.
5. To the fullest extent permitted by law, the Purchaser and Student acknowledge and agree that Speakers' Corner Australia, its officers, directors, employees, agents, consultants and contractors shall not be held liable for any personal injury, property damage, death, or any other loss sustained by a Student in connection with their participation in Services provided by Speakers' Corner Australia, including any such losses that may arise in connection with any failure by Speakers' Corner Australia's to exercise reasonable care and skill.
7. To the fullest extent permissible by law, the Purchaser shall indemnify Speakers' Corner Australia for any losses, damages, claims, liabilities, costs, and expenses incurred by Speakers' Corner Australia, arising in connection with any personal injury, property damage, death, or any other loss sustained by a Student as a result of or in connection with their participation in Services provided by Speakers' Corner Australia. The Purchaser's obligation to indemnify Speakers' Corner Australia under

this clause shall survive the termination or expiration of any agreement or contract between the Purchaser and Speakers' Corner Australia.

6. Speakers' Corner Australia retains the absolute discretion to remove any student from its classes, including but not limited to instances of unacceptable behavioural issues or bullying. The Purchaser acknowledges that Speakers' Corner Australia's zero tolerance policy for bullying, as outlined in the organisation's Child Safety Policy, available on its website. The Purchaser will take all reasonable steps to ensure that the Student complies with Speakers' Corner Australia's zero tolerance policy for bullying.
7. The Purchaser acknowledges and agrees that in cases where the Student is removed from Speakers' Corner Australia's classes due to bullying, no refunds or credits shall be issued.

## **6 Intellectual Property**

1. All property, rights and title in Intellectual Property related to the Services shall remained with Speakers' Corner Australia.
2. The Purchaser and Student agrees that Speakers' Corner Australia retains full ownership of the Intellectual Property.
3. Subject to compliance with these Terms and Conditions, the Student is granted a non-exclusive, non-transferable license to use the Intellectual Property solely for their personal use in connection with the Services. The license is limited to the extent necessary to enable the Child's participation in the Services provided by Speakers' Corner Australia.
4. The Purchaser and Student agree not to reproduce, distribute, modify, or create derivative works based on the Intellectual Property, except as expressly permitted under this license or with the prior written consent of Speakers' Corner Australia.
5. The Purchaser and Student acknowledge that the Intellectual Property is valuable and confidential to Speakers' Corner Australia and agree to take all reasonable measures to protect the Intellectual Property from unauthorised use or disclosure.
6. The Purchaser agrees to indemnify Speakers' Corner Australia for any losses arising from the unauthorised use or distribution of Intellectual Property by the Student.

## **7 Dispute Resolution**

1. In the event of any dispute or disagreement arising out of or in connection with this agreement, the parties agree to undertake the following steps in good faith as a prerequisite to commencing any court proceedings:
  - a. Complaint: The party initiating the dispute (the 'Complaining Party') shall provide written notice to the other party (the 'Responding Party') outlining the nature of the dispute and the desired resolution ('Complaint'). The Responding Party shall have 20 business days to respond to the Complaint in writing.
  - b. Negotiation: If the parties are unable to resolve the dispute through informal discussions following the Complaint and response, they shall engage in good-faith negotiations to attempt to reach a mutually satisfactory resolution. The negotiations may involve communication through meetings, emails, or any other mutually agreed-upon method.
  - c. Mediation: If the dispute remains unresolved after a reasonable period of negotiation, the parties shall submit the matter to mediation. The mediator shall be mutually agreed upon by both parties, and the mediation shall be conducted in accordance with the rules and procedures of a recognised mediation institution or as otherwise agreed between the parties.
  - d. Court Proceedings: If the dispute remains unresolved after mediation or if either party refuses to participate in mediation, either party may commence court proceedings. The parties agree that any such proceedings shall be initiated in the courts of New South Wales, and both parties hereby consent to the exclusive jurisdiction of those courts
2. Nothing in this clause shall prevent a party from seeking urgent injunctive or equitable relief from a court of competent jurisdiction without first engaging in the steps outlined above.
3. The parties agree that the process set forth in this dispute resolution clause shall be a condition precedent to commencing any legal action, and any party failing to comply with this process may be subject to a stay of proceedings or other appropriate remedies as determined by the court.
4. This dispute resolution clause shall survive the termination or expiration of this agreement.
5. Any dispute, controversy, or claim arising out of or in connection with this agreement, including its interpretation, validity, performance, or termination, shall be

exclusively governed by and construed in accordance with the laws of New South Wales, Australia.

6. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia, in relation to any legal action, suit, or proceeding arising out of or in connection with this agreement. They waive any objection to the venue of any such courts and any claim that such courts are an inconvenient forum.

## **8 Definitions and Interpretation**

1. Child Safety Risks means any hazards, dangers, or situations that may pose a threat to the physical, emotional, or psychological well-being of children participating in debating and public speaking classes, including any such risks that arise from interactions between Students or Students and Coaches.
2. Class Fee means the price for Services, as agreed to between the Purchaser and Speakers' Corner Australia, prior to a Student commencing classes with Speakers' Corner Australia.
3. Coach means any person engaged by Speakers' Corner Australia to deliver debating and public speaking classes.
4. In-person class means any class delivered at a physical location (rather than over zoom).
5. Intellectual Property includes but is not limited to all documents provided by Speakers' Corner Australia for in the course of providing the Services, such as lesson plans, coaching resources and training materials.
6. Services means any debating and public speaking coaching or training provided to the Student under these Terms and Conditions. For the avoidance of doubt, Services includes any competitions or other activities related to debating and public speaking organised by Speakers' Corner Australia and provided to the Student.
7. In these Terms and Conditions, unless the context otherwise requires:
  - (a) words importing any gender include every gender;
  - (b) words importing the singular number include the plural number and vice versa;
  - (c) words importing persons include firms, companies and corporations and vice versa;
  - (d) references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to this agreement;

- (e) reference in any schedule to this agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- (f) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- (g) the headings to the clauses and schedules of this agreement are not to affect the interpretation;
- (h) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (i) the word “including” (and related forms including “includes”) means “including without limitation”.
- (j) Any provision which is or becomes invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable. In the event that a provision cannot be read down, it is otherwise capable of being severed to the extent of the invalidity, without affecting the remaining provisions of these Terms and Conditions.