

# Terms of Business - Consulting & Service Provision

WorldLearn Pty Ltd (ABN 16 113 167 356) (“WorldLearn”) supplies web-based learning and development and related services and consulting (“Services”). WorldLearn is committed to providing professional and quality-orientated Services to all clients on the terms and conditions of this document.

This document will govern the relationship between you and WorldLearn each time Services are provided to you (“Terms of Business”).

The Terms of Business will apply to the verbal or written deliverables regarding the Services and any confirmation letter or quotation issued by WorldLearn or Fee Schedule. If there is any inconsistency between the Terms of Business, the confirmation letter or any verbal or written deliverables or the Fee Schedule, the Terms of Business will prevail.

## 1. Variation

If the Terms of Business are varied it must be in writing signed by you and WorldLearn.

## 2. Fees

### 2.1 Determining fees

- (a) WorldLearn will negotiate the fee with you prior to commencement of the Services or specific project. WorldLearn may re-negotiate the fee should the specification or responsibility of the particular Service change, after or before commencement of the Services.

### 2.2 Payment of fees

- (a) Unless agreed otherwise, fees will be invoiced at the commencement of the Services and will be payable within 30 days of the date of the invoice.
- (b) The details of the fees and payment schedule may be provided in a Quotation or Fee Schedule.

### 2.3 Expenses

- a) Expenses are payable for an assignment only when agreed to by you in advance and detailed in the quotation or fee schedule.
- b) Approved expenses will be invoiced as they are incurred and will be payable within 30 days of the date of the invoice.
- c) Payment for accommodation, travel and meals will be agreed with you prior to WorldLearn incurring those expenses, and will not be payable by you unless agreed.
- d) In this agreement:

“Expenses” means costs incurred by WorldLearn, its employees, subcontractors and agents in providing the Services to you for accommodation and travel (including airfares and taxi), meals, venue hire, materials and manuals, overseas and interstate telephone calls and facsimiles, courier fees and any other expense as may be agreed between you and WorldLearn.

### 3. WorldLearn's responsibilities

#### 3.1 Service Levels

- (a) WorldLearn will exercise due care and skill when providing the Services and will use all reasonable efforts to meet the deliverables. The Services will be provided to you at the highest standard expected of a service business operating in your market.
- (b) WorldLearn does not accept responsibility for any delay in, or failure to complete the Services or deliverables where that delay is the result of any act of god, industrial dispute, act of a third party or failure on your part to meet your obligations.
- (c) WorldLearn does not accept responsibility for the accuracy of information provided to it by you, or third parties under your direction.

### 4. Your responsibilities

#### 4.1 General

- (a) While WorldLearn is providing Services to you at your premises (or while attending any other premises on your behalf) you are responsible for ensuring the health and safety of the WorldLearn Personnel or any other person who comes into contact with them.

#### 4.2 Confidential information

- (a) WorldLearn, its employees, agents and subcontractors will respect the confidentiality of your Confidential Information and Intellectual Property but you are responsible for the protection of your Confidential Information and Intellectual Property. Unless you specify information as confidential, WorldLearn is not liable for any claim arising from the use or misuse of your Confidential Information and Intellectual Property.
- (b) In this clause and clause 3:

“**Confidential Information**” means information that is not in the public domain regarding you and your business.

“**Intellectual Property**” means any rights and or title in or related to any trademarks or copyright works, documents, films, computer programs or sound recordings, know-how or trade secrets held by you or a related entity to you.

### 5. Contract Material

#### 5.1 Ownership of Contract Material

Ownership of all Contract Material shall remain with WorldLearn.

#### 5.2 Use of Contract Material

You will be entitled to use the contract material for the duration of the contract.

#### 5.3 WorldLearn's rights in Contract Material

Clause 5.2 does not restrict WorldLearn from using or reproducing the Contract Material and does not grant you any rights to WorldLearn's trademarks, logo's or other identifying marks.

“**Contract Material**” means databases, web-based programming or pages, materials and documents brought into existence for the purpose of providing the Services or incorporated in the materials or documents.

## 6. Cancellation and termination of services

### 6.1 Cancellation

- (a) If you want to cancel the Services prior to the scheduled commencement of the Services, you must provide WorldLearn with 7 days notice in writing.

### 6.2 Termination of Commenced Services

- (a) Subject to paragraph (b), you may terminate the Services by giving 7 days written notice to WorldLearn.
- (b) If the Services have been provided beyond a continuous 6 month period, you may only terminate the Services by giving WorldLearn a written notice at least 14 working days prior to the termination.
- (c) If terminated, the fees payable based a pro rata percentage of the fee equal to the extent to which the Services have been completed.

## 7. Legal Relationship

You agree that nothing in this agreement creates a relationship of employment, partnership or agency between you and WorldLearn, its employees, agents or subcontractors.

## 8. Liability and Indemnities

- (a) WorldLearn is not liable for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by the you, or for which you may become liable, arising from the performance of the Services, unless the loss, damage, cost or compensation was caused by a breach of the Terms of Business by WorldLearn. WorldLearn's liability shall not include punitive or exemplary damages or consequential loss including loss of profits. This clause does not vary the disclaimer of liability contained in clause 3.1(d).
- (b) Any liability of WorldLearn under clause 8(a) will be reduced to the extent of your contributory negligence (if any) or the negligence of a third party.

## 9. Goods and services tax

- (a) All fees payable under these Terms of Business are exclusive of GST.
- (b) GST will be added to the fee at the prevailing rate unless it is assessed to be GST exempt.
- (c) Out-of-pocket expenses, when applicable, will be calculated and charged as the amount incurred by WorldLearn (net of any input tax credit to which WorldLearn is entitled) plus GST as applicable.

## 10. Privacy

- (a) WorldLearn will comply with its obligations under the Privacy Act. WorldLearn may use and disclose Personal Information provided by you for the purpose of performing the Services.
- (b) If you are provided with Personal Information about WorldLearn Personnel or you provide Personal Information to WorldLearn about your employees, you must comply with the terms of the Privacy Act regarding that Personal Information. In particular:
  - (i) you should not use Personal Information except for the purpose of WorldLearn providing the Services;
  - (ii) you should ensure that before disclosing any Personal Information to WorldLearn you are entitled to disclose that information;
- (c) if you become aware of any breach or alleged breach of the Privacy Act concerning information disclosed by WorldLearn to you or by you to WorldLearn, you should immediately notify WorldLearn and comply with any reasonable directions of WorldLearn with respect to such breach.
- (d) In this clause:

**“Personal Information”** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**“Privacy Act”** means the Privacy Act 1988 (Cth).