

# THE TERMS AND CONDITIONS

Thank you for accepting our invitation and offer to supply products and / or services to you. Please refer below to the terms and conditions regarding the purchase of Intrinsic Brilliance Institute or their associated service providers' (hereinafter "IBI") or products (the "Training Package/s" and "Program"). If you have any queries relating to the specific terms and conditions for any event or product, please contact us by emailing [smile@intrinsicbrilliance.com.au](mailto:smile@intrinsicbrilliance.com.au).

**1. Satisfaction Guarantee:** We are dedicated to your satisfaction and commit to over deliver. Still,

1.1 For live courses: if you attend the entire course in full and are not completely satisfied, email IBI at [smile@intrinsicbrilliance.com.au](mailto:smile@intrinsicbrilliance.com.au) within 24 hours of completing the final day of the course and IBI will refund the total amount.

1.2 For courses delivered online: If you are not satisfied with the course, you have 30 calendar days from the commencement of the course to email [smile@intrinsicbrilliance.com.au](mailto:smile@intrinsicbrilliance.com.au) and receive a full refund.

## 2. Engagement:

2.1 By placing an order, you acknowledge that you have read our Terms and Conditions and agree that signing this Enrolment & Agreement together with these Terms and Conditions form a contract between you and us.

2.2 Together, IBI and you agree to abide by the terms and conditions listed in this document.

**3. Cancellation:** We trust all will be fine with you but if you need to cancel,

3.1 If you wish to cancel this order, you may advise us in writing within 3 business days from signing this agreement, and this agreement shall be at an end. We shall then provide a full refund within 10 business days.

**4. Delivery of Training Package:** We will do everything we can to keep our courses as detailed here:

4.1 Your payment entitles you to a seat at the course during the hours as agreed on the Event Details; and to receive a copy of the materials for the course as agreed on the Enrolment & Agreement form.

4.2 Course dates, days, hours and / or the location may for any reason change and in this case, you will be notified in writing via email of the change, specifying the new dates, days, hours and / or the location with no liability to you; and you shall make no claim against us (including for a refund), in respect of the same.

**5. Investment and Payment:** We trust you will honour your financial commitment to us as we will our commitment towards you. Specifically:

5.1 You agree to pay consideration of the product/s:

(a) paid in full the investment sum, as document over, upon on signing the Enrolment & Agreement form; or (b) if a payment plan is agreed, you agree to pay, the deposit as document over, upon on signing the Enrolment & Agreement form, and / or by instalments, each instalment in full, the agreed instalment amount, on the payment dates, as document over.

5.2 A purchase made on behalf of another, referred to as a "couple enrolment", shall remain the sole responsibility of the primary purchaser, named over, and all payments associated with such a purchase will be due from and remain the responsibility of the primary purchaser.

5.3 Payments made under this agreement must be made by the means specified over.

5.4 If you miss an instalment by the payment date, you have broken the agreement you have made here and we are free to claim the entire balance, but we will contact you via email to offer a new payment agreement. A late payment & administrative fee of \$80 will be incurred.

5.5 Should you become late in payment for more than 60 days, under the Privacy Act 1988, IBI can, at its discretion, list information about the default with any credit reporting agency and refer your details to a debt collection agency to recover the outstanding balance. In the unlikely event this occurs, you will be charged all costs (including legal and agent's fees) incurred by IBI in connection with any recovery or attempted recovery of any overdue accounts.

5.6 You must pay the instalments by the due dates, to receive the product purchased over. Failing this, no refund or credit will be given.

## 6. Refunds:

6.1 We may cancel the delivery of the Training Package for any reason by written notice to you. We will then refund your payment within 7 days of giving you notice of cancellation. This will end this agreement and we will have no further obligation towards each other in respect to this agreement.

## 7. Transferring, Postponement & Attendance of Programs:

7.1 In the event that you are unable to attend the Program/s you have booked and paid for, you may

(a) transfer your place/seat to a nominated attendee, subject to notifying us in writing and providing their full contact details, at least 1 month before the program commences. The new attendee must meet any relevant pre-course criteria as applicable. All legal rights including money back guarantees and other bonuses are forfeited and are not transferred to the new attendee, or

(b) transfer your enrolment to the same event on a future date, subject to notifying us in writing, nominating and enrolling in the future program, at least 1 month before the program commences.

7.2 Notifications received less than 1 month before the program commencement will incur a late postponement fee of \$150 payable immediately.

7.3 If you are unable to attend and have complied with 7.1 or 7.2, you have 12 months to attend a future program offered by IBI.

7.4 If you do not attend the course you have booked and paid for, without notifying us in writing prior to the event commencing, your place/seat will be deemed to be abandoned by you and you will not be entitled to the program, any associated materials, bonuses or gifts, nor any refund of money paid or other claim to any further compensation.

7.6 Before attending an individual course purchased, you must pay at least 80% of the course price. Where multiple courses have been purchased, 100% of the previous course must have been paid for and 50% of your next course must have been paid for before attending.

**8. Intellectual Property Rights:** We own the IP, but will be overjoyed if you share it in the world. Technically though,

8.1 IBI has sole title and ownership of all intellectual property rights in the materials or recordings or created in the provision of any of its services. Whereby, "Intellectual Property Rights" means patents, trademarks, copyrights, database/s, design, applications for registration of any of the foregoing and all rights of like nature arising or subsisting whether registered or unregistered;

8.2. In delivering the program/s, we do not transfer title to you of any intellectual property and title to all such intellectual property remains with us.

**9. Disclosures:** You retain full responsibility for your choices and application of any information presented in our programs. Specifically:

9.1 You acknowledge that IBI does/is not engaged in providing any financial or legal advice.

9.2 You acknowledge that neither IBI, any of our representatives or any person we engage to deliver the program/s ("Relevant Persons") are licensed by ASIC or any other government authority to provide financial nor legal advice; that the Relevant Persons do not purport to provide advice or operate a like business (as defined in the Australian Securities and Investments Commission Act 2001 or Corporations Act 2000).

9.3 IBI may pay commissions to third parties arising from your entering into this agreement.

9.4 Before relying on the material/s presented in any program, you should independently verify its accuracy, currency, completeness and relevance for their purposes, and should obtain any appropriate professional advice.

9.5 The program/s and material/s include views or recommendations, may not necessarily reflect the views of IBI, or indicate a particular course of action.

9.6 The listing of a person, website, product, company or organisation no way implies any form of endorsement by IBI of the products or services provided by that person or company.

9.7 To the extent permitted by law, IBI and its respective directors, officers, employees, contractors and agents disclaim all responsibility to you for any loss, liability, claim, expense (including but not limited to legal costs and defense or settlement costs) or damage whatsoever, whether consequential, special, incidental or indirect (including but not limited to loss of profits, trading losses and damages that result from delay, loss or inconvenience) arising out of or in connection with the content in the program/s and/or any omissions from the content whether in contract, tort (including negligence), statute or otherwise, even when IBI has been advised of the possibility of such damage or loss.

**10. Limitation of Liability:** This part is worded to comply with legal requirements and does not reflect our intent towards delivering programs and serves fully congruently for your good.

10.1 You agree to limit any claim on IBI to the cost of re-supply of equivalent program/s or services. The Competition Consumer Act 2010 may confer rights and remedies on you in relation to the supply of the Membership Services which cannot be excluded, restricted or modified. IBI does not exclude such non-excludable rights but does exclude all other conditions and warranties implied by custom, law or statute.

10.2 IBI:

(a) excludes all terms, conditions and warranties implied by custom, the general law or statute or which cause any part of this agreement to be void ("Excludable condition");

(b) limits our liability to you for breach of any Excludable Condition to the total amount actually paid by you under this agreement;

(c) limits our liability to you for any claim (whether arising in contract, tort or statute) for loss or damage suffered by you in relation to the performance of the Membership Services to the total amount actually paid by you under this agreement; and

(d) excludes all liability for contingent consequential direct indirect special or punitive damage (including but not limited to, lost revenue or lost profit) suffered by you in any way relating to the Membership Services or your exercise of rights under this agreement.

## 11. General:

11.1 All notices and communications will be made to the address specified in the Enrolment & Agreement form.

11.2 A notice given in accordance with clauses 2 are received if given to IBI directly, on the date of delivery; if sent by prepaid post, within 24 hours after the date of signing and receipt is confirmed by IBI; if sent by email, when IBI have confirmed in writing receipt of the email.

11.3 The non-exercise of or delay in exercising any power or right on the part of IBI or you, does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

11.4 Any provision in this agreement which is invalid or unenforceable is severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other provision.

11.5 This agreement may not be varied except in writing signed by IBI.

11.6 Should any provision of this agreement be held by a Court to be unlawful, invalid, unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

11.7 This agreement constitutes the entire agreement between IBI and you, and supersedes any prior arrangements, agreement, representations or undertakings between us.

11.8 This agreement is governed by the laws in force in the state of New South Wales and the parties submit to the execution of these laws.