

TERMS AND CONDITIONS OF TRADE

APPLICABILITY: These standard terms and conditions shall apply to all offers, quotations, purchases and agreements in respect of which Bruce Gregory Associates (BGA) acts as parties using our own Intellectual Property. These terms and conditions shall apply in full between BGA and its opposite party, unless it has agreed in writing to a deviation there from.

Any general terms and conditions used by the client shall not apply as far as the relationship between BGA and the client is concerned, unless BGA has accepted the applicability of such terms and conditions expressly in writing.

Where statutory legislation exists, or new legislation comes into force, your statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms is over-ridden by legislation, all other terms still apply.

1. **Price & Availability:** All prices quoted exclude GST, unless otherwise specified, which will be charged at applicable rates and added to the invoice total. Please notify us promptly if you are not billed the correct amount and we will correct the error.

2. **BGA Services:** Any payments made by you for our services are non-refundable as all our intellectual property is provided immediately to enable you to prepare yourself adequately for the program. Our programs are designed to be flexible. Should you need to suspend the service, due to a change in personal circumstances, please advise us in writing. In this instance we will suspend the implementation of your program until you are again in a position to proceed however any agreed payment terms will not be varied.

3. **Payment:** We accept payment by direct deposit, cash, and cheque. We can only accept payment by direct deposit where the amount is paid in full. If a credit facility is offered, post-dated cheques with payment noted and specific due date(s). BGA reserves the right to charge the Merchant's fees to any direct debit payment.

4. **Overdue Payment:** We reserve the right to cancel or withhold services supplied if cheque payments are not received by the due date. We reserve the right to charge interest on all overdue balances in line with legislation relating to late payment of commercial debts. Interest is charged from the invoice date onwards if payment is not received by the due date. All payments that fall due on a weekend will be debited on the Friday prior, irrespective of the purchaser specifying a Saturday or a Sunday.

5. **Debt Recovery Costs:** All costs, charges and expenses incurred by us in recovering any debt shall be paid by you. If a payment made by cheque is dishonoured, you shall be liable for all reasonable costs incurred as a result.

6. **Warranties:** Clear title (ownership) of the intellectual property belongs to BGA. The intellectual property is fit for the intended purpose and supplied as per description at time of purchase.

7. **Purchasers' Acknowledgement:** The Purchaser acknowledges that BGA does not warrant that the Purchaser will obtain any offer of employment as a result of utilising the services provided by BGA.

8. **Assignment:** We reserve the right to transfer any debt to us or other elements of our contract with you, or other liabilities in part or whole to a third party. Any such assignment or transference will maintain all existing contractual terms. All existing liabilities from us to you, and vice versa will remain valid including any warranties.

9. Privacy: You can be assured that we treat your personal details, including email address and telephone numbers, in confidence. We do not disclose such details to any third party or otherwise use them, except in connection with your Program and only with your consent.

10. By Trading With BGA, You Are Bound By These Terms Unless Agreed Otherwise In Writing. This Contract Is Bound By The Laws Of The State Of NSW, Australia, The Trade Practices Act (1974) And ICC Rules And Guidelines. You Should Keep A Copy Of These Terms

11. Dispute Resolution:

Disputes within Australia: All disputes arising out of or in connection with a contract to or from BGA shall be finally settled in and under the Laws of the State of NSW Australia. If not settled directly, mediation may be sought prior to litigation in a court of law.

12. In paying BGA you have hereby requested the services offered by BGA and agree that you have read and understand these terms and agree to them. You accept full responsibility for your career decisions and their outcomes. You recognise that the BGA cannot control the circumstances or consequences of your decisions.

DEFINITIONS

you/your/client: the individual or company is buying from BGA