

Centre Self Collective
Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to www.centreself.com.au (the '**Website**'). The Website provides you with an opportunity to browse and purchase an online workshop (the '**Workshop**'), webinars (the '**Webinars**'), and physical products (**Physical Products**) (collectively the '**Products**') as well as browse and download Free Resources (The '**Free Resources**') and book services (**Services**) that have been listed on the Website. The Website provides this service by way of granting you access to the content on the Website (the '**Purchase Services**').
- 1.2. The Website is operated by Centre Self Collective Pty Ltd (acn: 654 767 790) ('**Centre Self Collective**'). Access to and use of the Website, or any of its associated Products and Services are provided by Centre Self Collective. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Centre Self Collective reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Centre Self Collective updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Centre Self Collective in the user interface.

3. Bookings and Cancellations for Services

- 3.1. Centre Self Collective requires all bookings for the Services to be made via the booking system provided (the '**Booking System**').
- 3.2. If you choose to create an account with the Booking System, you acknowledge and agree to be bound by the Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Booking System.
- 3.3. Once you have made a booking for the Services, you will be provided with a separate intake form and terms and conditions.
- 3.4. You must notify Centre Self Collective of an intention to cancel the Services as soon as practicable through e-mail to hello@centreself.com.au or telephone to (03) 4420 3660 and abide by the following ('**Cancellation Policy**').
- 3.5. Centre Self Collective understands that things change, and therefore if you need to make a request to alter your booking time you agree to provide at least 24 hours' notice. Unfortunately, if you have to make changes within 24 hours of your scheduled session, you will forfeit the booking, and the Purchase Price involved.

4. Bookings and Cancellations for the Workshop and Webinars

- 4.1. Centre Self Collective requires all bookings and purchases for the Workshop and Webinars to be made via the Booking System.
- 4.2. If you choose to create an account with the Booking System, you acknowledge and agree to be bound by the Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Booking System.
- 4.3. If you choose to purchase the Workshop or Webinars you will be bound by the purchase terms and conditions provided at the point of purchase.
- 4.4. If you choose to purchase the Workshop or Webinars, Centre Self Collective agrees to perform the services for you for the fees and on the date/s as set out on the Workshop or Webinars information page and payment page.
- 4.5. Subject to clauses 4.7 and 4.8, the Workshop and Webinars are non-refundable. This means if you wish to terminate your involvement you will not be provided with a refund.

- 4.6. If you are no longer able to attend your original booking date for the Workshop or Webinars, Centre Self Collective may at its sole discretion, and depending on availability, allow you to alter your booking to allow you to participate in the Workshop or Webinars on an alternative date. Any request to alter your booking must be made in writing to hello@centreself.com.au at least 14 days prior to the Workshop or Webinars commencement date.
- 4.7. If the Workshop or webinars are cancelled by Centre Self Collective before the scheduled start date and time, for any reason whatsoever, you will receive a full refund of the fees. Centre Self Collective will communicate with you directly.
- 4.8. Centre Self Collective may reschedule the Workshop or Webinars at any time. If you are not able to attend the new date, you will be provided with a full refund of the fees.
- 4.9. Centre Self Collective will not be liable for any loss or damage arising from any cancellation, rescheduling or alteration of the Workshop.
- 4.10. If at Centre Self Collective's sole discretion, Centre Self Collective forms the opinion that it is unable to provide the Workshop in person due to the covid-19 pandemic, the Workshop will be converted to an online format.
- 4.11. No refund will be available to you should the Workshop be held online due to the covid-19 pandemic.

5. Purchase of Products (Physical Products)

- 5.1. In using the Purchase Services to purchase the Products through the Website, you will agree to the payment of the Purchase Price listed on the Website for the Products.
- 5.2. Payment of the Purchase Price may be made through debit card and credit card through the available payment provider (the '**Payment Gateway Providers**').
- 5.3. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 5.4. Following payment of the Purchase Price being confirmed by Centre Self Collective, you will be issued with a receipt to confirm that the payment has been received and Centre Self Collective may record your purchase details for future use.

- 5.5. You acknowledge and agree that where a request for the payment of the Purchase Price is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Purchase Price.
- 5.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999, exclusive amounts. Where the services are provided outside Australia, GST is inapplicable.

6. Refunds and Returns

6.1. Physical Products

- (a) Centre Self Collective may, at their sole discretion, provide a refund or exchange on the return of full priced Physical Products within 7 days of receipt of the Products by you, where the Product packaging is unopened and remains in a saleable condition. This means the Products must be unused and in the original undamaged packaging. To request a refund please contact hello@centreself.com.au
- (b) You acknowledge and agree that you are required to pay all shipping costs associated with any refund or exchange pursuant to this clause. Refunds will be made by way of the original payment method.

7. Delivery of Physical Products

- 7.1. You acknowledge that the Purchase Services offered by Centre Self Collective integrate delivery (the '**Delivery Services**') through the use of third party delivery companies (the '**Delivery Service Providers**').
- 7.2. In providing the Purchase Services, Centre Self Collective may provide you with a variety of delivery options offered as part of the Delivery Services by the Delivery Service Providers. You acknowledge and agree that Centre Self Collective is not the provider of these delivery options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.
- 7.3. In the event that an item is lost or damaged in the course of the Delivery Services, Centre Self Collective asks that you:

- (a) contact the Delivery Service Provider directly within 7 days to request a refund; and
- (b) contact Centre Self Collective within 7 days by sending an email to hello@centreself.com.au outlining in what way the Products were damaged in transit so we are able to determine if the Delivery Service Provider should be removed from the Purchase Services.

8. Warranty

8.1. Physical Products

- (a) Centre Self Collective Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (the '**Warranty**'). A major failure with a product under Australian Consumer Law includes but is not limited to where the product is significantly different from the description shown to you, or the goods are unsafe or unfit for their normal purpose.
- (b) If you have received a Physical Product that you believe is faulty or defective, please contact hello@centreself.com.au with photographic proof.

8.2. Workshop, Webinars and Services

- (a) Centre Self Collective will use its best efforts and take all reasonable steps to help you achieve your desired results. However, Centre Self Collective makes no warranty that the Workshop or Services will meet your requirements or that all clients will achieve the same results.
- (b) The Services do come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel this Agreement with Centre Self Collective, and you are entitled to a refund for the unused portion, or to compensation for its reduced value. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

9. Products Disclaimer

You are solely responsible for creating and implementing your own mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from your use of the Products. As such, you agree that Centre Self Collective is not and will not be liable or responsible for any actions or inaction, including effects on your personal life or for any direct or indirect result of any Products provided by Centre Self Collective.

10. Services Disclaimer

- 11.1 Centre Self Collective will maintain standards established by the Australian Association of Social Workers (AASW).
- 11.2 You agree that when you purchase the Workshop, Webinars or Services, you are solely responsible for creating and implementing your own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from Centre Self Collective's relationship with you, its educational materials and interactions with you. As such, you agree that Centre Self Collective is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Services it provides.
- 11.3 You understand that the Workshop, Webinars and Services are not a substitute for medical attention, examination, diagnosis or treatment. Additionally, the Workshop, Webinars and Services are not to be used as a substitute for professional psychology, psychiatric or other mental health care. It is your exclusive responsibility to seek such independent professional guidance as needed.
- 11.4 You agree to release and discharge Centre Self Collective from and against all claims arising out of or in connection with provision of the Workshop, Webinars and Services and any techniques employed. This release includes but is not limited to any claim for personal injury, damages and death of any participant which has received a Service from Centre Self Collective.

11. Information Disclaimer

- 11.1. Any information, advice, content or documentation provided on the Website, through the Workshop, Webinars, Services or within Products, Free Resources, social media accounts, podcast, blog or on any other related platform do not constitute

professional advice and are provided for general information and guidance purposes only.

- 11.2. All care is taken in the preparation of the information and published materials on the Website, through the Workshop, Webinars, Services or within Products, Free Resources, social media accounts, podcast, blog, or on any other related platform. Centre Self Collective does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 11.3. To the extent permissible by law, Centre Self Collective will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs which might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website, through the Workshop, Webinars, Services or within Products, Free Resources, social media accounts, podcast, blog, or on any other related platform.

12. Copyright and Intellectual Property

- 12.1. You acknowledge that the Website, the Purchase Services, the Workshop and Webinars content, Free Resources, Centre Self Collective's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by Centre Self Collective or its affiliates, licensors, or suppliers whether displayed on the Website, social media accounts, podcast, blog or on any other related platform ('the **Content**').
- 12.2. You hereby indemnify and agree to keep indemnified Centre Self Collective against all liability, losses or expenses incurred by Centre Self Collective in relation to or in any way directly or indirectly connected with any breach of intellectual property rights of Centre Self Collective or any third party by you or your agents.
- 12.3. You may not, without the prior written permission of Centre Self Collective and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not

extend to materials on the Website, which are freely available for re-use or are in the public domain.

- 12.4. For any services which enable you to use any software, content, equipment or other physical or non-physical materials owned or licensed by Centre Self Collective, Centre Self Collective grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the specific services, and any related software, content, equipment or other materials for your specific, non-commercial use only.

13. Privacy

Centre Self Collective takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to the Centre Self Collective Privacy Policy.

14. General Disclaimer

- 14.1. You acknowledge that Centre Self Collective does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products, Workshop, Webinars, Free Resources and Services other than provided for pursuant to these Terms.
- 14.2. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 14.3. Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (b) Centre Self Collective will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at

common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

14.4. Use of the Website, the Purchase Services, and any of the Workshops, Webinars, Products, Free Resources and Services of Centre Self Collective is at your own risk. Everything on the Website, the Purchase Services, and any of the Workshops, Webinars, Free Resources and the Products of Centre Self Collective, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Centre Self Collective make any express or implied representation or warranty about its Content or any Products or Purchase Services (including the products or Purchase Services of Centre Self Collective) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Purchase Services or any of the Services;
- (d) the Content or operation in respect to links which are provided for your convenience;
- (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

15. Mailing List

15.1. You will be given the option to register for the Centre Self Collective Mailing List (the '**Mailing List**').

- 15.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
- (a) Email address
 - (b) Name and address
- 15.3. If you choose to register for the Mailing List you agree to receive promotional material, updates and other content from Centre Self Collective.

16. Limitation of Liability

- 16.1. Centre Self Collective's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Centre Self Collective is the resupply of information or Purchase Services to you.
- 16.2. You expressly understand and agree that Centre Self Collective, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 16.3. Centre Self Collective is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Centre Self Collective, by third parties or by any of the Purchase Services offered by Centre Self Collective.

17. Indemnity

- 17.1. You agree to indemnify Centre Self Collective, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;

- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- (c) any breach of the Terms.

18. Venue and Jurisdiction

The Purchase Services offered by Centre Self Collective is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

19. Governing Law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

20. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

21. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.