

**STANDOUT MEDICAL CAREERS (SMC)**  
**GENERAL TERMS AND CONDITIONS OF BUSINESS**

**1. General**

- 1.1. These terms and conditions are to be read in conjunction with any written proposal given by SMC to the Client, and/or any terms set out in SMC's invoice(s). To the extent that these terms and conditions are inconsistent with any terms set out in an invoice or proposal, these terms shall prevail except to the extent that SMC and client expressly agree in writing that those other terms prevail.
- 1.2. By booking a session or accepting any proposal in writing (including by email) the client agrees to the Terms and Conditions contained herein, unless the parties agree on specific terms and conditions via email.
- 1.3. SMC may change these Terms and Conditions at any time at its sole discretion. In such event, SMC will notify client via email of the new Terms and Conditions and such changes will take effect 30 days after such notice is given to the client.
- 1.4. By using our services, you agree that SMC is under no circumstances liable to you or any other person for any cost incurred by you, or damage suffered by you, as a result of any decisions, actions or omissions you make or do based on any of our services, coaching or guidance.
- 1.5. These terms and conditions are governed by the laws of New South Wales.

**2. Payment**

- 2.1. Fees for one-off or standalone coaching sessions or seminars/webinars will be invoiced at the time of booking or accepting any proposal in writing. Payment in full must be made within 7 days of the date of the invoice; or for sessions which are invoiced less than 7 days before the session, payment must be made at least 48 hours prior to the session. A coaching session is not confirmed until full payment is received, and if full payment is not received SMC reserves the right to cancel any session not paid for within the times specified.
- 2.2. Fees for ongoing coaching programs (such as the 6 and 12month programs) comprise full upfront payment or an upfront deposit and subsequent monthly instalments, as specified in the relevant proposal. Payment of the upfront deposit and monthly instalments must be made within 7 days of the relevant invoice date. A program is not confirmed, and SMC reserves the right at any time to cancel any sessions or components of the program as booked, if any invoiced payment is not made in full within 7 days from the invoice date.

- 2.3. SMC shall be entitled to charge interest of 10% p.a. on any amounts which remain unpaid for 30 days or more after they become due.

### **3. Cancellation or Postponement of sessions**

- 3.1. Any request for cancellation or postponement must be made by email to SMC to be valid.
- 3.2. Any request for cancellation or postponement of a pre-arranged one-off or standalone coaching session must be made by email at least 48 hours before the start of the relevant session – any request not made by email at least 48 hours in advance of the session may result in the session (and its full fee) being forfeited.
- 3.3. For ongoing coaching programs, any request for cancellation or postponement must be made by email. Any such request made less than 14 days before the first scheduled session or within the first 30 days after the first session will result in the initial deposit being forfeited but participant will not be required to pay further instalments. For participants who have made full payment upfront, SMC will retain an amount equivalent to the initial deposit charged to participants paying by instalments and will refund the remaining amount. Any cancellation or postponement made more than 30 days after the first session must be made on 2 months' notice for programs of less than 9 months duration, and on 3 months' notice for programs of 9 months' duration or longer. This means that the two or three (as applicable) monthly instalments following such notice will be payable after SMC receives the notice of cancellation or postponement. For participants who have made full payment for a program upfront, SMC will retain an amount equivalent to the monthly instalments charged to participants paying by instalments for the requisite notice period (2 months for programs of less than 9 months, and 3 months for programs of 9 months duration or longer).
- 3.4. Any request for cancellation or postponement of a pre-arranged seminar or webinar must be made by email at least 7 days before the start of the relevant seminar or webinar – any request not made by email at least 7 days in advance of the seminar or webinar will result in the webinar or seminar (and its full fee) being forfeited.

### **4. Expenses**

- 4.1. Any expenses incurred by SMC on behalf of a corporate (or similar) client (including, without limitation, travel, parking and accommodation) in connection with the delivery of the services will be charged to the Client in addition to the relevant fees. SMC will not, unless expressly agreed with a client prior to booking, charge individual clients for travel expenses in connection with attending individual one-off sessions.

- 4.2. SMC will not incur any expenses in excess of \$100 without first notifying the client either by email or in its proposal to the Client.
- 4.3. Any expenses incurred by SMC prior to cancellation by a Client (including where such expenses have not yet been paid by SMC but are payable) must be paid by the Client, notwithstanding that the Client has cancelled the Services.

## **5. Confidentiality**

- 5.1. SMC will keep all information shared and communicated by Client before or during coaching sessions private and confidential unless:
  - a) SMC obtains client's prior and express written consent to disclosure of information for a specified purpose; or
  - b) SMC is required by law to disclose such information.
- 5.2. SMC will keep all records and notes pertaining to the client/client's sessions in a secure location, to which only authorised personnel have access.