

## GENERAL MARKETING CONDITIONS

This "Agreement" is comprised of (a) these General Marketing Conditions, and (b) the Offer Information.

### 1. Parties' Obligations

#### (a) Royal Life Saving Society WA Obligations

- (1) Royal Life Saving shall, based on the specifications provided by the Community Trainer and set out in the Offer Information, design and publish advertisements for selling of the Training Course(s).
- (2) Training courses are advertised through the Royal Life Saving web site ([www.royallifesavingwa.com.au](http://www.royallifesavingwa.com.au)), and promoted using email and social channels.
- (3) Royal Life Saving, in its sole discretion, shall decide when, where and to whom the advertisements are published.

#### (b) Community Trainer's Obligations

- (1) The Community Trainer - not Royal Life Saving - is solely responsible for providing the Offer to the customer including, but not limited to, the delivery and assessment of training.
- (2) In the event that the Community Trainer is cancelling their advertised training courses, the Community Trainer must inform Royal Life Saving promptly and in writing.

### 2. Warranties and Representations

#### Community Trainer's Warranties and Representations

##### (a) The Community Trainer warrants, represents and undertakes that:

- (1) it shall inform Royal Life Saving in writing immediately of any change that could affect this Agreement, including, but not limited to any changes related to training course dates, venues times;
- (2) all information provided by the Community Trainer and set out in this Agreement is accurate, complete and correct;
- (3) it has obtained all necessary licenses, consents and permissions relevant to the delivery of the training course as outlined in the Offer; and
- (4) the Selling Price specified in the Offer Information is the actual selling price of the Training Course by the Community Trainer.

#### Royal Life Saving's Warranties and Representations

##### (a) Royal life Saving warrants, represents and undertakes that it will execute its obligations arising under or in connection with this Agreement with reasonable care and skill.

##### (b) Royal Life Saving does not warrant or guarantee that services offered on or through the Internet will be uninterrupted or error-free or that its services will result in any revenue or profit for the Community Trainer.

### 3. Exclusion of Liability

#### (a) Royal Life Saving does not exclude or limit any liability that cannot be excluded or limited by applicable law.

#### (b) Subject to section 3. (a), Royal Life Saving shall not be liable for any indirect loss. Further, Royal Life Saving shall not be liable, whether directly or indirectly, for loss of actual or anticipated profits.

### 4. Payment and Payment Terms

#### (a) Selling Price Collection

Royal Life Saving shall collect the Selling Price of each training course as set out in the Offer

Information. Royal Life Saving shall deduct from the Selling Price its Commission, as set out in the Offer Information.

(b) Payment Terms

The Community Trainer shall receive their payments from Royal Life Saving only for enrolments made on the Royal Life Saving website. Payments will be made to the Community Trainer once training has been completed and Awards Sheets returned to Royal Life Saving.

(c) Cancelling Training Courses

In the event that the Community Trainer cancels training, no payments will be made to the Community Trainer. The customer will be refunded or enrolled into another available training course.

5. GST and Invoices

(a) Royal Life Saving shall be liable for the amount of GST which, under the laws applicable to this Agreement, shall accrue to Royal Life Saving.

(b) The Community Trainer shall be liable for the amount of GST which, under the laws applicable to this Agreement, shall accrue to the Community Trainer.

(c) Royal Life Saving will provide customers that purchase the Offer with a tax invoice/receipt in compliance with applicable law.

6. Refunds

(a) Royal Life Saving has the right to refund any customer who, in Royal Life Saving's reasonable opinion, has a valid complaint about the Community Trainer, including, but not limited to, its training delivery or assessment services.

(b) If Royal Life Saving has already paid the Community Trainer in respect to the sale, Royal Life Saving may recover the refunded amount from the Community Trainer.

7. Customer Personal Data

(a) Royal Life Saving owns all personal data about the customers. Where Royal Life Saving makes personal data available to the Community Trainer, the Community Trainer shall use this personal data of customer only to fulfill its obligations in connection with the training course and for no other purpose.

(b) The Community Trainer shall ensure that at all times it implements and complies with reasonable security measures, including, but not limited to, such security measures as prescribed by applicable law (e.g. Australian Privacy Principles, Australian Privacy Act), in the handling of any personal data of customers.

8. Term and Termination

(a) Term

This Agreement ends when the training course(s) as listed in the Offer Information has been delivered and Award Sheets returned to Royal Life Saving, or the training course(s) is cancelled.

(b) Termination in Case of Material Breach

Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving notice in writing to the other party if the other party commits a material breach of this Agreement and such breach either cannot be remedied

(c) Accrual of Rights and Obligations

Termination of this Agreement in accordance with its terms shall not affect the accrued rights or liabilities of the parties at the date of termination and shall have no effect on the payments to Community Trainers and commission to Royal Life Saving of training courses already sold.

9. Indemnification

The Community Trainer agrees to defend, indemnify and hold Royal Life Saving, and any of its officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses arising out of or relating to any of the following:

- (a) any claim by the relevant tax authorities for the tax obligations of the Community Trainer; and
- (b) any claim by a customer or anyone else arising out of or in connection with the training and assessment services provided by the Community Trainer, including, but not limited to, claims for personal injury, death, or property damages.

10. Miscellaneous

- (a) This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- (b) No terms and conditions or other document submitted, proposed or stipulated by the Community Trainer shall be binding between the parties in respect of the transaction set out in this Agreement, unless expressly agreed to in writing by Royal Life Saving.
- (c) This Agreement may be amended or modified only by mutual written agreement of authorised representatives of the parties.
- (d) Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between the parties. Neither party has the authority, without the other party's prior written approval, to bind or commit the other party in any way.
- (e) The Community Trainer is not authorised to transfer or assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without Royal Life Saving's prior written consent.
- (f) Royal Life Saving is not authorised to transfer or assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the Community Trainer's prior written consent.
- (g) If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement are not affected. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely achieves the economic effect contemplated by the invalid or unenforceable provision.
- (h) This Agreement shall be governed and interpreted by the laws of Western Australia, without regard to its conflict or choice of law principles. Exclusive venue for any disputes shall be the courts of Western Australia.
- (i) The Effective Date of this Agreement shall be the date that the last of Royal Life Saving or the Community Trainer signs this Agreement or otherwise indicates its assent in writing.